NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

North Bay Village Commission will hold a public meeting on:

Tuesday, May 9, 2023 at 6:00 PM

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

(In-person and virtual via Zoom. See below for details)

The meeting agenda is available online at:

https://northbayvillage-fl.gov/agendas-minutes

Elected Officials and Village staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 839 0113 5989 Passcode: 128453
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: ***Public comments will also be accepted during the meeting using the virtual meeting platform.***

VIA E-MAIL TO: publiccomment@nbvillage.com

Interested parties or their authorized representatives may address the Commission and/or Board via written or electronic commentary ("e-comments") by emailing the Village Clerk at least two (2) hours prior to the commencement of the meeting. E-comments will not be read during the meeting but will be distributed to the Village Commission or Board prior to the commencement of the meeting. You may send your concerns with the subject line "PUBLIC COMMENT" and the following information in the body of the email: your name, address, if you are a hired Consultant or Village Employee, and/or if you are engaged in lobbying activities and/or representing an organization.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. Minutes of the meeting will be taken and will be made available.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY VILLAGE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, 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 SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE VILLAGE CLERK, NORTH BAY VILLAGE, 1666 KENNEDY CAUSEWAY. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171 EXT 45. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE VILLAGE WEBSITE AT www.northbayvillage-fl.gov.

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LOBBYING ACTIVITIES

Any person who received compensation, remuneration or expenses for conducting lobbying activities is required to register as a lobbyist with the Village Clerk prior to engaging in lobbying activities per Village Code Sec. 38- 17. ""Lobbyist"" specifically includes the principal, as well as any agent, officer or employee of a principal, regardless of whether the lobbying activities fall within the normal scope of employment of the agent, officer or employee. The term ""lobbyist"" specifically excludes the following persons: lobbyists hired by the Village who are communication with Village personnel in the course of performing under their contracts; attorneys or other representatives retained to represent individuals and corporate entities in quasi-judicial proceedings where the law prohibits ex -parte communications; expert witnesses who only provide scientific, technical or other specialized information or testimony at public meetings; employees of the principal who do not engage in lobbying activities and representatives of non-profit organizations who only appear at publicly noticed meetings, without special compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to any item.

Have questions or need additional information? E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID: 839 0113 5989 Passcode: 128453
Tuesday, May 9, 2023
6:00 PM

Decorum: Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board shall be barred from further appearance before the board by the presiding officer, unless permission to continue or again address the commission is granted by the majority vote of the commission members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. Signs or placards may be disallowed in the commission chamber by the presiding officer. Persons exiting the commission chambers shall do so quietly.

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ADDENDUM NO. 1 – Released May 5, 2023

(Items in red contain updated information)

1. Opening Items

A. Call to Order
B. Roll Call
C. Pledge of Allegiance
D. Invocation

2. Order of Business

3. Presentations

A. Proclamations and Awards
B. Special Presentations to Commission

3.A. Presentation by Miami Dade County Fire Chief Jadallah on the Service Delivery Report to the Village for the 2022 Year

MDC Fire Annual Report 2022.pdf

3.B. Recognition of Miami-Dade County Firefighter Vicki Minder

3.C. Recognition of Officer of the Quarter - Officer Johnny Guante

Acknowledge Officer Johnny Guante as Officer of the Quarter, January-March 2023.
Officer of the Quarter Commendation.pdf

3.D. Recognition of NBVPD Officers for Lifesaving Event

3.E. Recognition of NBVPD Communications Unit for 2023 National Public Safety Telecommunicators Week

3.F. Presentation and Update on the Construction Project Located at 7918 West Drive

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the Following Commission Meeting Minutes - Village Clerk, Alba L. Chang

* Regular Commission Meeting - March 8, 2023
* Special Commission Meeting - April 11, 2023

03.08.2023 DRAFT FV.docx
04.11.2023 Spc. DRAFT FV.docx

6. Advisory Board Minutes/Written Reports

6.A. Financial Advisory Board Report - Chair Nicholas Martin

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

9.A. Police Accreditation Update (April 2023)

CFA Accreditation Progress Matrix for April 2023.pdf

9.B. Traffic Enforcement Update (April 2023)

Monthly Traffic Report (April 2023) - FINAL.pdf

9.C. Communications & Special Events Report April 2023

April CommsEvents Report.png

9.D. Capital Improvement Project Update (April 2023)

April_2023CIP_Commission_Meeting.pdf

9.E. Federal Lobbyists' Update (April 2023)

Federal Lobbyists' Update (April 2023).pdf

9.F. Code Enforcement Update (April 2023)

Code Monthly Report April-2023.pdf
PD Report - 202300014494.pdf
PD Report - 202100014560.docx
PD Report - 202100017249.docx
2023-000-14560 incident report.pdf
2023-000-17249 incident report.pdf

10. Village Clerk's Report

10.A. Village Clerk's Monthly Report for April of 2023

PRR Log April 2023.pdf

11. Consent Agenda

A. Staff Items
B. Proclamation/Award/Village Key Requests

11.A. A Resolution Approving Amendment No. 6 to the Memorandum of Understanding (MOU) Between the Five (5) Coastal Municipalities and the Miami Beach Chamber Education Foundation to Continue the Nurse Enhancement Initiative for School Year 2023-2024 - Village Manager Dr. Ralph Rosado (Deputy Village Manager Carla Gomez)

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 6 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF MIAMI BEACH, NORTH BAY

VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024 AT PARTICIPATING SCHOOLS INCLUDING TREASURE ISLAND ELEMENTARY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Staff recommends that the Village Commission approve Amendment #6 to the MOU between the five (5) Coastal municipalities and the Miami Beach Chamber Education Foundation for school year 2023-2024, and authorize a budgeted amount of $6,600 for FY 2023/2024.

Resolution Approving Amendment 6 to MOU with Miami Beach Chamber Foundation for Nurse Enhancement Initiative.DOCX
Resolution Exhibit A - Nurse Amendment #6 Municipalities 23-24.pdf
LTC 188-2023 Nurse Enhancement Initiative Behavioral & Mental Health Services Summary Report.pdf

11.B. A Resolution Approving the Purchase of Microsoft Office 365 GCC Licenses from Technology Solutions Worldwide, LLC in the Amount of $15,360 per Year for Two Years and Budgeted Funds for Future Fiscal Years - Village Manager Ralph Rosado, Ph.D., AICP (Information Technology Director Johnny Saavedra)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES FROM TECHNOLOGY SOLUTIONS WORLDWIDE LLC IN AN AMOUNT NOT TO EXCEED $15,360.00 PER YEAR FOR TWO YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution and authorize the Village to proceed with the purchase for the Microsoft Office Licenses.

Resolution Approving Microsoft Office 365 License Purchases.DOCX
Exhibit A - 3085 Quote - North Bay Village - Office 365 G3 04032023.pdf
Exhibit B - License Purchase Agreement - North Bay Village - Microsoft 04212023.pdf
1233 Invoice - North Bay Village - O365 GCC G3 Subscription Licenses 05102023.pdf
CDW - M365 G3 EA Quote - 2.23.2023.pdf
SHI Quote-23257549.pdf

11.C. A Resolution Approving A Budget Amendment for Funds Reimbursed by FEMA Related To Hurricane Ian Relief Mission in Fort Myers – Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY

VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS REIMBURSED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR EXPENSES INCURRED RELATED TO THE HURRICANE IAN RELIEF MISSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving 2022-2023 Budget Amendment - Police FEMA Reimbursement Hurricane Ian.DOCX
FINAL Copy of Hurricane Ian Relief Mission - FDEM Cost Estimate Form.pdf
Exhibit A Budget Amendment Form-Police Hurricane Ian Relief Mission.pdf
IAN REIMB - EFT0555018 - 042423.pdf

11.D. A Resolution Indicating Intent to Issue Tax-Exempt Bonds for Stormwater Projects - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $60,000,000 TO FINANCE THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS TO MITIGATE THE EFFECTS OF SEA LEVEL RISE AND FLOODING, AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the Resolution indicating the Village's intent to issue tax-exempt bonds.
Reimbursement Resolution.DOC
Draft -North Bay Village Financing Timetable - Series 2023 Stormwater GO Note.pdf

11.E. A Resolution Approving a Restrictive Covenant in favor of Miami-Dade County for the Vogel Park Marine Facility Project - Village Manager, Ralph Rosado, Ph.D., AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RESTRICTIVE COVENANT IN FAVOR OF MIAMI-DADE COUNTY FOR THE VOGEL PARK MARINE FACILITY PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt the Resolution approving a Restrictive Covenant in favor of Miami-Dade County.
Resolution Approving Restrictive Covenant For Vogel Park Marine Facility.DOCX
Resolution Exhibit A - CLI-2022-0183 Covenant DRAFT.pdf

11.F. A Resolution Approving An Agreement with Black & Veatch as Stormwater

Master Plan Project Manager for the Stormwater Improvement and Roadway Reconstruction Project, in Response to RFQ 2023-001 - Village Manager Ralph Rosado, PhD, AICP (CFO Angela Atkinson)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH BLACK & VEATCH CORPORATION FOR STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-001; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Approving Agreement with Black & Veatch for Stormwater and Roadway Project Program Management - RFQ 2023-001.DOCX
Resolution Exhibit A - Continuing PSA with Black and Veatch - Stormwater and Roadway Program Management Services v4 Agenda 050223.DOCX
RFQ#2023-001 Stormwater and Roadway Program Management Services.pdf
Black & Veatch - Required Proposal Documents.PDF

11.G. A Resolution Authorizing Work Orders No. 008 and 009 to BCC Engineering, LLC In the Amount of $46,904.85 and $13,317.70 respectively for the Kennedy Causeway Complete Street Project - Village Manager, Ralph Rosado, Ph.D., AICP (CIP Manager, Delroy Peters)

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDERS TO BCC ENGINEERING, LLC FOR DESIGN OF SHORT-TERM IMPROVEMENTS AND POST-DESIGN SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT IN AN AMOUNT NOT TO EXCEED $60,222.55; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt the resolution approving the issuance of work orders to BCC Engineering, LLC.
Resolution Authorizing WO to BCC for Design and Post-Design Kennedy Causeway Complete Streets.DOCX
Exhibit A - BCC WO#008 -Design
Exhibit B - BCC WO 009- Post Design
Exhibit C - Budget Amendment-Kennedy Cwy Complete Streets Project CP23-01.pdf
FM 448629-1_Grant Agreement C-G2F00.pdf

11.H. A Resolution Amending the Village Manager's Employment Agreement - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR

AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt resolution approving proposed amendment to contract.
Resolution Approving Amendment to Manager Ralph Rosado Employment Agreement.DOCX
Resolution Exhibit A - Amendment to Manager Ralph Rosado Employment Agreement - Agenda 050223.DOCX
Village Manager Employment Agreement 06-11-19
Memo re Village Manager Contract Proposed Revisions.pdf
Manager Salary Benefits Comps.pdf

11.I. A Resolution Accepting Easements from Properties for Island Walk and Seawalls - Sponsored by Commissioner Andy Rotondaro

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FORM OF A GRANT OF EASEMENT RELATED TO THE ISLAND WALK AT THE FOLLOWING PROPERTIES: (1) 7910 WEST DRIVE (GATOR HARBOR WEST, LTD.), (2) 1725 KENNEDY CAUSEWAY (1725 KENNEDY CAUSEWAY OWNER LLC), AND (3) 1819/1855 KENNEDY CAUSEWAY (NORTH BAY VILLAGE HOLDINGS, LLC); PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Accepting Island Walk Grant of Easements.DOCX
Resolution Exhibit A - Island Walk Easement (Seawall Construction) v4 - clean.docx

11.J. A Resolution Supporting a Proposed Florida Constitutional Amendment Creating a Fundamental Right to Clean and Healthy Waters - Sponsored by Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING A PROPOSED FLORIDA CONSTITUTIONAL AMENDMENT PROVIDING FOR THE RIGHT TO CLEAN AND HEALTHY WATERS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution Supporting Proposed Constitutional Amendment for a Right to Clean and Healthy Waters.DOCX
Proposed 2024 Florida Constitutional Amendment Right to Clean and Healthy Waters.pdf

11.K. A Resolution Terminating the Declaration of State of Emergency Relating to Majestic Isles Condominium Located at 7946 East Drive - Village Manager Ralph Rosado, PhD, AICP

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING EMERGENCY ORDER NO. 23-01 DECLARING A STATE OF EMERGENCY RESULTING FROM THE UNSAFE STRUCTURES DETERMINATION AND EVACUATION ORDER FOR THE MAJESTIC ISLES CONDOMINIUM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

2023-01-NBV Declaration of a State of Emergency - Majestic Isles.pdf
Resolution Terminating Declaration of State of Emergency - Majestic Isles Condominium.DOCX

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A. An Ordinance Authorizing Issuance of General Obligation Bond Note for Financing of Village Hall and Public Safety Complex Construction - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $7,500,000 OF A GENERAL OBLIGATION NOTE OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE NOTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance Authorizing GO Note for Village Hall NTE $7,500,000
North Bay Village, Florida - Series 2023 Note - Preliminary Numbers as of 042823.pdf
North Bay Village Financing Timetable - Series 2023 General Obligation Note.pdf
JPM.pdf
North Bay Village, Florida - Series 2023 Note - Bank Note Recommendation Memorandum.pdf

13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A. Update on the Island Walk's Publicly Inaccessible Properties - Sponsored by Commissioner Andy Rotondaro and Commissioner Rachel Streitfeld

The Village Manager and Village Attorney will provide a verbal update.

20220308 Island Walk Status Update PPT.pptx

14.B. **Discussion Regarding the Hiring Process of Individuals Assigned to Assist the Village Commission - Sponsored by Mayor Brent Latham**

14.C. **Discussion and Update on the Water Quality and Sewer System Issues in Miami Beach Effecting North Bay Village Waters - Sponsored by Mayor Brent Latham**

15. Adjournment

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation by Miami Dade County Fire Chief Jadallah on the Service Delivery Report to the Village for the 2022 Year

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Miami Dade County Fire Chief Raied Jadallah will present the Village Commission the Annual Service Delivery Report for the 2022 year.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
MDC Fire Annual Report 2022.pdf

Always Ready, Proud To Serve

Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 NW 41 Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

February 13, 2023

Honorable Brent Latham, Mayor
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Honorable Mayor Latham:

I am pleased to present the annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to the North Bay Village in 2022. MDFR's overall complement of fire-rescue response vehicles and personnel provides a service level unrivaled in the Southeast United States for the benefit and protection of your community.

The North Bay Village residents and visitors can rely on fire-rescue services delivered by a Class 2/2X Public Protection Classification (PPC) Department as rated by the Insurance Services Office, Inc. (ISO) and Internationally Accredited by the Center for Public Safety Excellence Commission on Fire Accreditation International (CFAI). MDFR's 2/2X rating places us among an elite group of 2,399 fire departments of 30,000 nationally with a Class 1 or 2 rating. MDFR is one of only 301 agencies to be accredited by CFAI and remains the largest accredited fire-rescue department in the Southeast United States and second largest in the Nation.

I welcome the opportunity to present the Department's annual service delivery report to the Village. Please contact Erika Benitez, Chief of Staff at 786-331-5122 to schedule the annual presentation with the Village Commission, or if you require additional information. Enclosed is my contact information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

Raied S. Jadallah
Fire Chief

Enclosures

c: Ralph Rosado, Village Manager
Alfredo Ramirez III, Chief of Safety and Emergency Response, Miami-Dade County

Miami-Dade Fire Rescue Department Overview

Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has since grown into the largest fire-rescue department in the Southeast United States and one of the top ten largest in the nation. MDFR serves a response territory of 1,904 square miles and a resident population of more than 1.9 million. MDFR responds to more than 275,000 calls for assistance annually, making it one of the busiest departments in the nation. More than 2,800 employees staff 158 units in service throughout 71 fire-rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 63 advanced life support (ALS) rescue units, MDFR provides emergency air transport service to appropriate specialized facilities via two full-time rescue helicopters.



Firefighters extinguish a warehouse fire.

MDFR is a full-service emergency response agency providing various specialized response capabilities including air rescue transport, maritime fire-rescue, aircraft rescue firefighting, ocean rescue, technical rescue, hazardous materials mitigation, urban search and rescue, and maintains the Florida Antivenin Bank. Firefighters are cross-trained in fire suppression as well as emergency medical care, capable of providing pre-hospital care to trauma patients, heart-attack patients, and stroke victims. MDFR's Fire Prevention Division provides new construction and annual building inspections as well as code enforcement services.

MDFR is accredited by the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence, Inc. The department is one of only 301 agencies in the world to achieve International Accreditation Agency status by CFAI and is the largest accredited fire-rescue department in the Southeast and the second largest in the nation. MDFR is considered one of the premier fire-rescue departments in the country and is recognized around the world for its exemplary service.

MDFR distinguishes itself from other fire-rescue departments in several areas, offering a high level of service, providing more ALS suppression units than most departments and a greater level and grade of response staff. Over 90% of MDFR's units are staffed and equipped to provide ALS services. MDFR staffs four firefighters on suppression units and three firefighter-paramedics on rescue units. MDFR also protects Haulover and Crandon Beaches, with a combination of full-time and part-time professional lifeguards.



MDFR responds to a vehicle accident that requires extrication.

Through the efforts of MDFR, Miami-Dade residents also have the highest survival rates in the nation after suffering a blocked coronary artery. Over 15 years ago, MDFR established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI typically refers to a blocked coronary artery and is the leading cause of death in the United States. Hospitals within the network are required to restore blood flow to a patient's blocked artery within 90 minutes from the initial patient contact. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases the likelihood for survival. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately two hours and 15 minutes to 60 minutes. MDFR is also part of the Countywide Stroke Network, a coalition consisting of MDFR along with five municipal fire-rescue departments and area hospitals within Miami-Dade County. This network is one of the largest for the treatment and transport of stroke victims in the nation.



Firefighters battle a fire at Tropicana Flea Market.

Calendar Year 2022 Department Highlights

During Calendar Year (CY) 2022, MDFR's 158 frontline rescue and fire suppression units were dispatched over 400,000 times to more than 277,000 emergencies. Of these, approximately 227,500 were medical emergencies, and MDFR transported more than 81,500 residents and visitors to South Florida hospitals. MDFR personnel responded to more than 27,800 fire-related incidents and nearly 22,000 other emergencies.

MDFR placed three new units in service in the past year. On April 4, 2022, Rescue 74 was placed into service and temporarily housed at Saga Bay Fire-Rescue Station 55, located at 21501 SW 87th Avenue in Cutler Bay, until the construction of Palmetto Bay South Fire-Rescue Station 74 is completed. This new unit will enhance service and reduce response times to the Village of Palmetto Bay, the Town of Cutler Bay and surrounding communities. On the same day, Rescue 13, which operates out of East Kendall Fire-Rescue Station 13 located at 6000 SW 87th Avenue, was also placed into service. Rescue 13 will improve emergency medical services to the Kendall area and other unincorporated areas of Southwest Miami-Dade County.



Rescue 13 placed in service at East Kendall Fire-Rescue Station 13.

Rescue 17 was placed into service on July 18, 2022. Rescue 17 operates out of Virginia Gardens Fire-Rescue Station 17, located at 7050 NW 36th Street, enhancing MDFR's service to the cities of Virginia Gardens and Doral, as well as adjacent communities.

The department also secured a New High-Axle Vehicle (HAV) dedicated to providing emergent and non-emergent response to areas adversely affected by flooding and/or high-water intrusion. The HAV is capable of safely transporting MDFR personnel and/or equipment through high-water environments, as well as rescuing persons who need to be rescued from a flood situation or medically transported to an appropriate facility.



MDFR crew surveying the community after extensive flooding in NE Miami-Dade County due to Tropical Storm Alex.

In 2022, members of MDFR's Urban Search and Rescue Team (US&R) Florida Task Force One (FL-TF1) were deployed in response to two hurricanes. Three team members were deployed to San Juan, Puerto Rico on September 19, 2022, to support local responders in the search and rescue activities after Hurricane Fiona made landfall as a Category 1 storm, which resulted in fierce winds impacts and widespread flooding. Less than two weeks later on September 28, 2022, a 96-member Type 1 team was deployed to Southwest Florida in the aftermath of Hurricane Ian, to assist those impacted by the devastating Category 4 hurricane. The Type I US&R Team specializes in 12 areas, including technical search, structural assessment and stabilization, advanced medical care including physicians and medical specialists, and hazardous materials mitigation. Additionally, MDFR sent two (2) four-member Engine Strike Teams, as well as 42 other departmental personnel, on nine missions, assisting with search and rescue, reconnaissance, needs assessments, and evacuations. MDFR Dispatchers were also deployed to assist in mitigating calls in Lee County, as were MDFR Fire Inspectors to assist with conducting damage assessments of fire stations, government buildings, and commercial properties impacted by the storm.



MDFR's FL-TF1 assists with rescue efforts following Hurricane Ian.

MDFR continues to recruit and develop new firefighters to keep pace with our ever-growing community. Throughout 2022, MDFR hired two (2) recruit classes totaling 92 new firefighters. Recruit Class #149 graduated 39 new firefighters at a ceremony held on August 5, 2022, at MDFR's Training Facility in Doral. Recruit Class #150, totaling 53 recruits, graduated in February 2023. Additionally, MDFR held Open Recruitment for the position of Firefighter from June 20 through July 11, 2022.



MDFR Recruit Class #149 graduates in August 2022 at MDFR Training Facility in Doral.

MDFR personnel strive to pursue excellence in the fire-rescue industry. In January 2022, MDFR Ocean Rescue lifeguards were awarded the 2021 "Beach Patrol of the Year" from the Florida Beach Patrol Chiefs Association, while in April 2022, a team of MDFR firefighter-paramedics won the gold medal at the 2022 JEMS (Journal of Emergency Medical Services) Games. Also in April 2022, MDFR's Media and Public Relations Bureau was awarded a Government Social Media Golden Post Award in the category of "Best Use of Social Media in an Emergency" for how the department shared accurate and timely information with the public during the catastrophic Surfside Building Collapse in June 2021. Additionally, on July 30, 2022, MDFR's Junior Cadets were one of ten teams to compete in the inaugural Florida Fire Chiefs' Association's Summer Gator Fire Games in Gainesville. MDFR's Junior Cadets won 13 awards, including a sweep of 1st, 2nd and 3rd place in the individual rapid dress competitions and were featured on the cover of Florida Fire Service Magazine's September 2022 issue.

From November 18 to 20, 2022, MDFR, in partnership with the North American Vehicle Rescue Association (NAVRA), hosted the Annual Florida Rescue Challenge at the MDFR Training Facility in Doral. This annual competition provides competing teams of first responders from across the USA, Canada, and Europe the opportunity to further improve their skills to better serve their communities. During the two-day challenge, rescue teams participated in real-life, team-based scenario training exercises designed to promote good team dynamics, improve communication, and increase vehicle extrication and rescue scene proficiency.

Community Engagement

MDFR personnel are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve.** Fulfilling our mission goes beyond the life-saving services delivered every day – it also includes providing essential fire and life safety education to the community offered by dedicated public education personnel and first responders within their respective service territories. Community education includes station open houses, truck demonstrations, and presentations to senior citizens and children, as well as local businesses, schools and non-profit organizations, with the goal of preventing medical and fire emergencies from occurring in the first place. In 2022, MDFR personnel participated in 3 community education events in North Bay Village, providing 800 residents with life-saving education and resources.



MDFR's Community Affairs Bureau visits a local school for a truck demonstration.

MDFR's commitment to provide the highest quality service fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers. To this end, MDFR has been measuring the quality and effectiveness of our EMS service for the past 12 years. The survey (**Attachment I**) is sent to 20% of MDFR EMS patients monthly, allowing respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied. Unlike other survey instruments, MDFR does not take a "snapshot" of service at any one time, but rather follows-up a month after service is provided, giving the department a continuous vision of the community's opinion of its services. The survey also provides the respondent a section for comments.

From October 2021 through September 2022, 9% of patients (or 3,040 respondents) returned completed surveys yielding an overall score of **4.89**. Respondents rated MDFR's services as follows for each question.

1) MDFR responded to your needs in a timely manner: **4.90**
2) MDFR explained your treatment options to you: **4.82**
3) MDFR treated you in a professional manner: **4.93**
4) MDFR met your expectations when you requested assistance: **4.90**

During the same time period, **four (4)** residents from North Bay Village rated MDFR with an overall score of **4.88,** a **98%** satisfaction rate. Below are a few comments received from North Bay Village residents. A summary of all surveys received is presented in **Attachment II**. Names and addresses from North Bay Village residents have been redacted in accordance with Florida Statutes Chapter 119.

"Very kind, professional people."

"I have called on several occasions to the Fire Rescue. I can only say good things about them. They always have been wonderful."

Fire-Rescue Statistics and Resources

North Bay Village, consisting of three (3) islands in central Biscayne Bay linked by the John F. Kennedy (Northeast 79 Street) Causeway, spans an area of 0.84 square miles and is located between the City of Miami Beach to the east and the City of Miami to the west (**Attachment III**). The Village incorporated in 1945 and has been part of the Miami-Dade Fire Rescue Service District since 1972. Based on 2021 U.S. Census data, the Village has a residential population of 7,956 with 3,422 households.

During calendar year 2022, MDFR responded to 1,152 emergency calls received from North Bay Village. **Table I** depicts incident type and related response times for incidents MDFR responded to within the Village during this time period.

Table I
MDFR Responses to North Bay Village
Calendar Year 2022

	2022	
Incident Type	**# of Incidents**	**MDFR Average Response Time***
Life Threatening	493	06:40
Non-Life Threatening	224	08:03
Structure and Other Fires	247	06:50
Other Emergency	188	07:57
Total	**1,152**	

*Incident and response time information was extracted from the Computer Aided Dispatch (CAD) system. Response times are represented in minutes and seconds.
Note: MDFR excludes false alarms from response time calculations for "Structure and Other Fire" incidents.

North Bay Village is primarily served by MDFR's North Bay Village Station 27 which responded to 92% of the incidents in the Village during 2022 as depicted in **Table II**.

Table II
MDFR Stations/Units responding into North Bay Village
Calendar Year 2022

	2022	
Responses Provided by Station:	**# of Incidents**	**%**
Station 27 - North Bay Village	1,065	92%
Other Stations	87	8%
Total	1,152	100%

As depicted on **Attachment III**, there are seven (7) stations are within six (6) miles of the Village which house two (2) Battalion Chiefs; seven (7) rescues; and seven (7) suppression units, including three (3) ALS Engines, one (1) 50-foot ALS Fire Boat, one (1) 75-foot ALS Ladder Technical Rescue Unit (TRT), one (1) BLS Engine and one (1) 100-foot BLS Platform (**Table III**). This exceeds the National Fire Protection Association (NFPA) recommended guideline for responding to both high and medium occupancies.

Table III
MDFR Stations within Six Miles of North Bay Village

Station	Miles to City	Apparatus	Staffing
Station 27 - North Bay Village 1275 NE 79 Street	0.40	BLS Engine - 1	4 FF/EMT
		Rescue - 1	3 FF/PA RA
Station 30 - Miami Shores/El Portal 9500 NE 2 Avenue	2.69	ALS Engine - 1	2 FF/PA RA 2 FF/EMT
		Rescue - 1	3 FF/PA RA
Station 21 - Haulover 10500 Collins Avenue	4.85	100' BLS Platform - 1	4 FF/EMT
		50' Fire Boat - 1	4 FF/PA RA
		Battalion Chief - 1	1 FF/PA RA
		Rescue - 1	3 FF/PA RA
Station 76 - Bay Harbor 1165 95 Street	4.88	ALS Engine - 1	2 FF/PA RA 2 FF/EMT
		Rescue - 1	3 FF/PA RA
Station 20 - North Miami East 13000 NE 16 Avenue	5.22	ALS Engine - 1	2 FF/PA RA 2 FF/EMT
		Battalion Chief - 1	1 FF/PA RA
		Rescue - 1	3 FF/PA RA
Temporary Station 18 - Biscayne Gardens 13810 NE 5 Avenue	5.40	Rescue - 1	3 FF/PA RA
Planned Station 18 - Biscayne Gardens 13853 Memorial Hwy	5.50	Rescue - 1	3 FF/PA RA
Station 19 - North Miami West 650 NW 131 Street	5.97	75' ALS Ladder TRT - 1	2 FF/PA RA 2 FF/EMT
		Rescue - 1	3 FF/PA RA

Note: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician

MDFR's closest Rescue unit is housed 0.40 miles from North Bay Village at MDFR North Bay Village Station 27. MDFR's next closest medical response unit is located 2.69 miles northwest of the Village at MDFR Miami Shores/El Portal Station 30, which houses one (1) Rescue and one (1) ALS Engine.



North Bay Village Fire-Rescue Station 27 serving North Bay Village

Within six (6) miles of North Bay Village, MDFR has 16 front-line response units, 14 of which are ALS units including seven (7) rescues, four (4) suppression units, one (1) 50-foot ALS Fire Boat, and two (2) Battalion Chiefs. Daily there are 51 firefighters on duty, 35 which are certified paramedics assigned to these units.



Miami Shores/El Portal Fire-Rescue Station 30 serving North Bay Village

Structure Fires

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, North Bay Village has 389 single-family and duplex units, 4,108 multi-family and condo units, and 700 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a high-hazard response to a structure fire incident in the Village.

Based on MDFR's current dispatch protocol for high-hazard structure fires, the department would dispatch 46 firefighters, including five (5) suppression units, three (3) aerials (platform, ladder or aerial), three (3) rescues, three (3) Battalion Chiefs, and two (2) EMS Captains, surpassing NFPA's recommended response. If MDFR determines that it is a working fire, the department would dispatch an additional Battalion Chief, Safety Officer, Air Truck, Command Van and Fire Investigator. The department also exceeds NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy, to which MDFR would dispatch three (3) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, two (2) Battalion Chiefs, and an EMS Captain, totaling 29 firefighters. MDFR would dispatch additional support as noted to a working fire.

During 2022, MDFR dispatched 232 firefighters and 73 units to 19 structure fire incidents in North Bay Village. For example, on February 1, 2022, MDFR dispatched 14 units equating 42 firefighters, four (4) Engines, one (1) Platform, one (1) Aerial, five (5) Rescues and three (3) Battalion Chiefs to a fire at a high-rise building located at 7545 East Treasure Drive.

Similarly, on April 24, 2022, MDFR dispatched 13 units equating to 36 firefighters, four (4) Engines, one (1) Ladder, four (4) Rescues, one (1) EMS Captain and three (3) Battalion Chiefs to a reported structure fire located at 1900 South Treasure Drive.

Medical Emergencies

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes from the time an EMS call is received.

MDFR has 63 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



MDFR's 50-foot Fireboat at Haulover Marina.

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Recognition of Miami-Dade County Firefighter Vicki Minder

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RECOMMENDATION

BACKGROUND AND ANALYSIS

North Bay Village wishes to recognize Firefighter Vicki Minder for her years of service to the Miami-Dade Fire Pelican Harbor Station #27. Ms. Minder assisted the North Bay Village residents with the utmost professionalism and compassion. She will continue her career at the Miami-Dade Fire Rescue Fisher Island Station.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Recognition of Officer of the Quarter - Officer Johnny Guante

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RECOMMENDATION
Acknowledge Officer Johnny Guante as Officer of the Quarter, January-March 2023.

BACKGROUND AND ANALYSIS
The North Bay Village Police Department has reinstated an Officer of the Quarter Award as part of our continued commitment to recognize the outstanding service delivered by our excellent team of law enforcement professionals. The award recognizes our top performers each quarter. As such, the Police Department has reviewed the nominations submitted and has selected Officer Johnny Guante as the recipient of the Officer of the Quarter for January-March 2023.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Officer of the Quarter Commendation.pdf

NORTH BAY VILLAGE POLICE DEPARMENT

COMMENDATION

Date of Occurrence:

Submitted By: Chief Carlos Noriega

Employee Name(s): Officer Johnny Guante

Department/Unit/Division: Police Department/ Patrol

Award/Commendation Type and Recommendations (check boxes):

- ☐ Commendation
- ☑ Officer of the Quarter
- ☐ Officer of the Year
- ☐ Civilian of the Quarter
- ☐ Civilian of the Year

Narrative:

During the first Quarter of 2023, Officer Guante exhibited performance that went above and beyond the call of duty. In addition to his daily assignments and responsibilities, where he consistently produces significant results, Officer Guante became involved with multiple noteworthy incidents receiving positive recognition. From the arrest of a homicide subject, where he was nominated for the prestigious MDCACP Officer of the month award, to going out of his way to assist an elderly resident, which produced accolades from a citizen of our community, Officer Guante has represented the NBVPD with honor and distinction this past quarter. For these reasons and many more, Officer Guante is being honored.

Submitted by: _____ **Date** _____
Print/Sign

Submitter's Supervisor: N/A **Date** _____
Print/Sign

Lieutenant: _____ **Date** _____
Print/Sign

Deputy Chief: _____ **Date** _____
Print/Sign

Chief of Police: CARLOS NORIEGA **Date** 4/4/23
Print/Sign

Revised 03-15-2023

ITEM NO. 3.D

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of NBVPD Officers for Lifesaving Event

RECOMMENDATION

BACKGROUND AND ANALYSIS

On March 27, 2023 Officer Abel Brind was dispatched to a "Victim Choking" call. Upon arrival, the officer had to run up several flights of steps to access the victim, who was unconscious on the floor, with a purple face, eyes bulging and tongue swollen. During the assessment, it was recognized that an airway obstruction and no discernible pulse. Emergency first aid measures were enacted and after five minutes of continues efforts was able to revive the victims. As a result of the officer professional training, he was able to gain a pulse and resuscitated the victim so that he could breathe on his own. The victim was stabilize until the arrival of Fire Rescue Unit which subsequently transported to the Hospital for further medical care.

On April 4, 2023 Officer Marcel Ascanio and Corporal David Floyd, responded to a medical emergency call. Upon arrival they encountered an unconscious male, who was not breathing and in apparent cardiac arrest. The Officers began emergency first aid measure and through there efforts were able to resuscitate the victim and maintain him medically stable until the arrival of Fire Rescue Unit. Miami Dade County Fire Rescue Unit, subsequently transported the victim to the hospital for further treatment.

The valiant actions of these three officers resulted in two lives saved.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONE

PERSONNEL IMPACT

NONE

ITEM NO. 3.E

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of NBVPD Communications Unit for 2023 National Public Safety Telecommunicators Week

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RECOMMENDATION

BACKGROUND AND ANALYSIS

National Public Safety Telecommunicators Week (NPSTW) is held annually during the second week of April to honor public safety telecommunicators for their commitment, service, and sacrifice.

NPSTW initially started in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California. In 1994, President William J. Clinton signed Presidential Proclamation 6667, declaring the second week of April as NPSTW. This week is a time to celebrate and thank telecommunications personnel across the nation who serve our communities, citizens, and public safety personnel 24 hours a day, seven days a week.

As part of this recognition, Chief Noriega and the entire NBVPD would like to celebrate our heroes assigned to the Communications Unit:

* Communications Supervisor Robert Miller
* Records Clerk Marie Armand
* Communications Operator Melissa Guante
* Communications Operator Cortney Lamothe
* Communications Operator Jennifer Nuñez
* Communications Operator Sean Rodriguez

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ITEM NO. 3.F

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation and Update on the Construction Project Located at 7918 West Drive

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Presentation will be provided by the development team for 7918 West Drive.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: **May 9, 2023**

TO: **Honorable Mayor, Vice Mayor and Members of the Village Commission**

FROM: **Alba L. Chang, Village Clerk**

SPONSORED BY:

SUBJECT: **Approval of the Following Commission Meeting Minutes - *Village Clerk, Alba L. Chang***

RECOMMENDATION

* Regular Commission Meeting - March 8, 2023
* Special Commission Meeting - April 11, 2023

BACKGROUND AND ANALYSIS

Meetings were held and Minutes have been provided for Commission approval for the following:

* Regular Commission Meeting - March 8, 2023
* Special Commission Meeting - April 11, 2023

It is recommended that the Village Commission approve the meeting minutes, as presented.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

03.08.2023 DRAFT FV.docx
04.11.2023 Spc. DRAFT FV.docx

NORTH BAY VILLAGE

REGULAR VILLAGE COMMISSION MEETING MINUTES
MARCH 8, 2023 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID: 843 2589 3403 Passcode: 249921

ROLL CALL

1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 6:02 p.m.

B. Roll Call

The following members were in attendance:
Mayor Brent Latham
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

C. Pledge of Allegiance

The pledge of allegiance was recited.

D. Invocation

2. Order of Business

The following items were taken out of order.
Item 11O and 11U were pulled from the consent agenda for discussion.

The following items will be taken at the beginning of the agenda in the following order:
Items 13A, 14A, consent agenda, 13B, and 14B.

ACTION: Vice Mayor Chervony made a motion to set the order of business. Commissioner Streitfeld seconded the motion and it passed by unanimous voice vote.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

3.A Presentation by Before It's Too Late (BITL) on the 6th Annual Earth Week Challenge - *Sponsored by Mayor Brent Latham*

Marjorie Chervarria, of Before it's Too Late (BITL) came forward to address the Village Commission. She urged the Village Commission to become a sponsor for the Earth Week Challenge which was scheduled for April 17 through April 23.

Mayor Latham stated he would like to donate from the event's budget to assist the Treasure Island Elementary School (TIES) students.

Commissioner Streitfeld asked the Village Manager to follow up with TIES Principal Villar with regard to the Blue Scholars Program for 5th Graders.

Vice Mayor Chervony stated he would match Mayor Latham's donation to assist the students.

3.B Employee of the Month - March 2023

Delroy Peters, Engineer / CIP Manager

Village Manager Ralph Rosado addressed the Village Commission and recognize Delroy Peters for his outstanding service to the Village.

3.C NBVPD 2022 Officer and Civilian of the Year

Chief of Police Carlos Noriega came forward to address the Village Commission. He recognized Officer of the Year Norlan Benitez and Civilian of the Year Ismael Chevalier for their outstanding service to the North Bay Village Police Department.

4. Open Forum

Leo Cosio, 1666 Kennedy Causeway

5. Approval of Commission Minutes

6. Advisory Board Minutes/Written Reports

Denise O'Brien, Chair of the Sustainability and Resiliency Task Force and provided a report to the Village Commission. She provided the recent topics of discussion from the task force:

- Discussion on the Village Green Code
- Discussion on a hybrid seawall
- She attended the Mayor's Forum to address the concerns for Biscayne Bay.

DRAFT

7. Village Commission's Report

Commissioner Rotondaro provided the following report:

- Attended the groundbreaking ceremony event for 7918 East Drive development.
- Attended the Community Enhancement Board Meeting to discuss the Pirate's Alley.
- Co-hosted a Property Insurance Panel Discussion Event with Commissioner Streitfeld on the risen cost of property insurance.

Commissioner Cuk did not have a report.

Vice Mayor Chervony provided the following report:

- Reminded the residents of the scheduled Town Hall to discuss the RM70 rezoning on March 13th.
- FDOT Town Hall meeting scheduled for March 17th
- Reminded residents of the upcoming religious holidays such as Ramadan, Holy Week, and Passover would be set to start at the end of March and early April.

Commissioner Streitfeld provided the following report:

- She thanked the Village Staff for a big Agenda and recent accomplishments.
- She reminded residents of the Property Insurance Panel Discussion scheduled for March 17.
- Reported that FDOT and the Army Corps of Engineers were coordinating for water circulation in North Bay Village.
- Reported attending the Sustainability & Resiliency Task Force to discuss the Green Code.
- Ask for the Village Staff to provide an update on the following:
    - CPR Training / Life Safety Event
    - Pet Waste Event "Scoop the Poop" at the end of April

Mayor Latham provided the following report:

- Attended the Mayor's Forum event in Miami Shores.
- Thanked the Village Staff for all their hard work and requests on the agenda.
- Requested an update and timeline for:
    - the Kayak Launch project (18 months)
    - Entryway Signs
    - North Plaza construction
    - Timeline on all ongoing projects in the Village.
    - Village Hall groundbreaking timeline. (458 days – July 2024)

8. Village Attorney's Report

9. Village Manager's Report

9.A Federal Lobbyists' Update (February 2023)
9.B Police Accreditation Update (February 2023)
9.C Traffic Enforcement Update (February 2023)
9.D Communications & Special Events Update (February 2023)

DRAFT

9.E Code Enforcement Update (February 2023)
9.F Capital Improvement Project Update (February 2023)

Village Manager Rosado provided the following updates:

- Received appropriations of $1.5M for the North Bay Island Pump Station
- $500,000 appropriation for Stormwater Infiltration.
- He also thanked the Village Commission for their lobbying efforts to initiate the projects.

10. Village Clerk's Report

10.A Village Clerk's Monthly Report for February of 2023

11. Consent Agenda

A. Staff Items

B. Proclamation/Award/Village Key Requests

11.A A Resolution Authorizing First Horizon to Honor all Check, Drafts, and Other Orders for the Payment or Withdrawal of Money which Bear or Purport to bear the Facsimile Signature(s) - *Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND DIRECTING FIRST HORIZON BANK TO HONOR CHECKS, DRAFTS, AND OTHER INSTRUMENTS ON THE VILLAGE'S BANK ACCOUNTS BEARING FACSIMILE SIGNATURES OF THE VILLAGE CLERK, VILLAGE MANAGER, VILLAGE MAYOR, AND VICE-MAYOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.B A Resolution Approving a Budget amendment to Allocate Funds to the Police Department Budget - *Village Manager Ralph Rosado, Ph.D., AICP (Chief Financial Officer Angela Atkinson)*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS TO THE POLICE DEPARTMENT BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.C A Resolution Approving the Purchase of 23 New Replacement Sets of Soft Body Armor From GL Distributors, Inc. in the Amount of $23,999.82 - *Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)*

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF GATOR HAWK BODY ARMOR VESTS FROM GL DISTRIBUTORS, INC. IN AN AMOUNT NOT TO EXCEED $23,999.82 UTILIZING A CONTRACT COMPETITIVELY BID BY THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.D A Resolution Approving the Purchase of a New (Sidearm) Firearms Fleet from Lou's Police Distributors, Inc. in the Amount of $35,398.96 using Federal Forfeiture Funds and the Trade In Value of Our Existing Firearms Fleet - ***Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF NEW FIREARMS AND ACCESSORY EQUIPMENT IN AN AMOUNT NOT TO EXCEED $35,398.96 FROM LOU'S POLICE DISTRIBUTORS, INC. UTILIZING FEDERAL POLICE FORFEITURE FUNDS AND THE TRADE IN VALUE OF THE EXISTING FIREARMS FLEET; DECLARING THE EXISTING POLICE FIREARMS FLEET AS SURPLUS PROPERTY; AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.E A Resolution Approving a Budget Amendment and Purchase of 22 Ruggedized Laptop Computers in the Amount of $49,201.02, and 20 Peripheral Printers in the Amount $7,941.80 respectively using FDLE Grant Monies, Forfeiture Funds, and Allocated Budget Monies - ***Village Manager Dr. Ralph Rosado (Deputy Chief of Police Samuel Bejar)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF LAPTOPS AND PRINTERS FROM CDW GOVERNMENT LLC D/B/A CDW-G IN AN AMOUNT NOT TO EXCEED $57,142.82 UTILIZING A CONTRACT COMPETITIVELY BID BY SOURCEWELL; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.F A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $150,000 for the Stormwater Inlet Filter Installation Project

DRAFT

- Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel Streitfeld

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $150,000 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE NORTH BAY VILLAGE STORMWATER INLET FILTER INSTALLATION PROJECT; APPROVING A GRANT AGREEMENT (LPA0345) WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.G A Resolution Approving an Agreement with SOP Technologies in the Amount of $150,000 to Design and Fabricate Storm Drain Filters, Pursuant to Section 36.25(H) of the Village Code, Sole Source Procurement - *Sponsored by Vice Mayor Richard Chervony and Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF STORMWATER INLET FILTERS FROM EDDIE LOPEZ TECHNOLOGIES, LLC D/B/A SOP TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED $150,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.H A Resolution Approving A Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $146,577.60 for the Village Vulnerability Assessment Study - *Sponsored by Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $147,577.60 FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S VULNERABILITY ASSESSMENT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.I A Resolution Approving a Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $3,000,000 for the Coastal Resiliency Project - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioners Andrew Rotondaro and Rachel Streitfeld*

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $3,000,000 GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR THE VILLAGE'S COASTAL RESILIENCY PROJECT; APPROVING A GRANT AGREEMENT WITH FDEP; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.J A Resolution Approving A Florida Department of Environmental Protection (FDEP) Grant Agreement in the Amount of $500,000 for the Village Wastewater Pump Station Improvement project - *Sponsored by Mayor Brent Latham, Vice Mayor Richard Chervony, and Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A $500,000 STATE APPROPRIATION GRANT FOR THE VILLAGE'S WASTEWATER PUMP STATION IMPROVEMENT PROJECT; APPROVING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.K A Resolution Approving a Construction Contract with Florida Engineering and Development Corp in an Amount Not to Exceed $1,177,465.80 Pursuant to Invitation to Bid (ITB) No. 2022-006 for the "Baywalk North Plaza Phase 1" P r o j e c t - *Sponsored by Commissioners Andrew Rotondaro and Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR PHASE 1 OF THE BAYWALK NORTH PLAZA PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $1,177,465.80; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.L A Resolution Approving Work Order #012 to EAC Engineering in the Amount of $83,876 to Perform Construction Engineering and Inspection Services for the Island Walk North Plaza Project - *Sponsored by Commissioner Andrew Rotondaro*

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $83,876; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

11.M A Resolution Approving Work Order #005-A1 to Kimley-Horn & Associates (KHA) in the Amount Not To Exceed $40,885 for Construction Administration Services of the Island Walk (Baywalk) North Plaza Project - *Sponsored by Commissioner Andrew Rotondaro*

A **RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES RELATING TO THE ISLAND WALK NORTH PLAZA PROJECT IN AN AMOUNT NOT TO EXCEED $40,855; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

***Capital Improvement Project**

11.N A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Treasure Island - *Sponsored by Commissioner Andy Rotondaro*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON TREASURE ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

11.P A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Harbor Island - *Sponsored by Commissioner Andy Rotondaro*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE DESIGN AND PERMITTING FOR ISLAND WALK SEGMENTS AND SEAWALLS ON HARBOR ISLAND;

DRAFT

PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

11.Q A Resolution Approving a Contract Award to Florida Engineering & Development Corp for Invitation to Bid (ITB) No. 2022-006 - Treasure Island ADA Improvements - *Sponsored by Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. FOR THE TREASURE ISLAND ADA IMPROVEMENTS PROJECT PURSUANT TO INVITATION TO BID NO. 2022-006; AUTHORIZING NEGOTIATION AND EXECUTION OF A CONTRACT IN AN AMOUNT NOT TO EXCEED $255,062.53; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.R A Resolution Approving Work Order #011 to EAC Consulting Inc. in the Amount of $38,606 for Construction Engineering and Inspections Services For The Treasure Island ADA Sidewalk Improvement Project - *Sponsored by Commissioner Rachel Streitfeld*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO EAC CONSULTING, INC. TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE TREASURE ISLAND ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $38,606; AMENDING THE BUDGET FOR FISCAL YEAR 2022-23; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

***Capital Improvement Project**

11.S A Resolution Approving Work Order #002-A3 to BCC Engineering, LLC in the Amount of $12,119 for Construction Administration Services for the Treasure Island Sidewalk and ADA Improvements Project - *Sponsored by Commissioner Rachel Streitfeld* A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF A WORK ORDER TO BCC ENGINEERING, LLC FOR BIDDING AND POST-DESIGN SERVICES FOR PHASE 2 OF THE TREASURE ISLAND SIDEWALK AND ADA IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $12,119; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.T A Resolution Approving a Miami-Dade County Neat Streets Tree Planting Grant in the Amount of $44,801 - *Sponsored by Commissioner Andrew Rotondaro and Commissioner Rachel Streitfeld*

DRAFT

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A NEAT STREETS MIAMI-DADE COUNTY MATCHING GRANT AWARD IN THE AMOUNT OF $44,801 FROM MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT FOR THE NORTH BAY VILLAGE URBAN REFORESTATION PROJECT; APPROVING A MATCHING GRANT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*** Capital Improvement Project**

11.V A Resolution Indicating Intent to Issue Tax-Exempt Bonds for Village Hall and Public Safety Complex - ***Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $7,500,000 TO FINANCE THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

11.W A Resolution Supporting the Miami-Dade County Baylink Metromover Extension Project - ***Sponsored by Mayor Brent Latham***

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING MIAMI-DADE COUNTY'S METROMOVER EXTENSION PROPOSAL FOR THE BAYLINK CORRIDOR OF THE STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Vice Mayor Chervony made a motion to approve the consent agenda. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 5 - 0 with Vice Mayor Chervony, Commissioner Cuk, Commissioner Rotondaro, Commissioner Streitfeld, and Mayor Latham voting for.

13.A An Ordinance Amending Chapter 111, "Alcoholic Beverages," of the Village Code of Ordinances - ***Sponsored by Commissioner Rachel Streitfeld***

DRAFT

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney Haydee Sera read the ordinance title into the record.

ACTION: Commissioner Streitfeld made a motion to approve the ordinance on second reading. Vice Mayor Chervony seconded the motion.

Upon roll call vote, the motion passed 5 - 0 with Commissioner Streitfeld, Vice Mayor Chervony, Commissioner Cuk, Commissioner Rotondaro and Mayor Latham voted for.

14.A A Resolution Approving an Agreement for Architectural and Engineering Design Services for the Village Hall and Public Safety Complex Project - *Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH WANNEMACHER JENSEN ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN AN AMOUNT NOT TO EXCEED $2,300,000.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the resolution title into the record.

Village Attorney Sera clarified the final amount is not to exceed $2,305,806.

ACTION: Vice Mayor Chervony made a motion to approve the resolution. Commissioner Streitfeld seconded the motion.

Upon roll call vote, the motion passed 5 - 0 Vice Mayor Chervony, Commissioner, Commissioner Cuk, Commissioner Rotondaro, Commissioner Streitfeld, and Mayor Latham voting for.

At this time Commissioner Rotondaro recused himself from the dais for the following item.

11.O A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Construction of the Island Walk and Seawall at the

DRAFT

Islander Club on Harbor Island - *Sponsored by Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR THE CONSTRUCTION OF ISLAND WALK AND SEAWALL AT ISLANDER CLUB ON HARBOR ISLAND; PROVIDING IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC COMMENT

Denise O'Brien,

CLOSED PUBLIC COMMENT

Mayor Latham expressed discomfort with the distribution of public funds to private property and asked for a transparent process to be placed.

Village Clerk Chang read the resolution title into the record.

Village Manager Rosado stated that the Village will need an agreement for an easement prior to funding.

There was a brief discussion on how the grant applications were being submitted and whether should they all be approved via resolution with their specific property address.

ACTION: Commissioner Streitfeld made a motion to approve the grant application submittal. Vice Mayor Chervony seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Cuk, Vice Mayor Chervony, and Mayor Latham, voting for.

ACTION: Vice Mayor Chervony made a motion to reconsider the previous vote for agenda **item 11P.** Mayor Latham seconded the motion and it passed by unanimous voice vote.

11.P A Resolution Authorizing the Village to Submit a Grant Application to the Florida Inland Navigation District (FIND) for the Design and Permitting of Island Walk Segments and Seawalls on Harbor Island - *Sponsored by Commissioner Andy Rotondaro*

DRAFT

ACTION: Vice Mayor Chervony made a motion to approve the grant application submittal for ***7910 West Drive***. Commissioner Cuk seconded the motion and it passed by unanimous voice vote.

ACTION: Vice Mayor Chervony made a motion to approve the grant application submittal for ***7904 West Drive***. Commissioner Cuk seconded the motion and it passed by unanimous voice vote.

11.U A Resolution Approving a Work Order to SFM Landscape Services, LLC in an Amount Not to Exceed $168,183.89 for Landscaping and Irrigation on Kennedy Causeway Medians - *Village Manager Ralph Rosado, PhD, AICP (Public Works Director Marlon Lobban, PE)*

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO SFM LANDSCAPE SERVICES, LLC FOR THE JFK CAUSEWAY MEDIANS BEAUTIFICATION PROJECT IN AN AMOUNT NOT TO EXCEED $168,183.89; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Latham expressed concern about the watering process for the existing plants.

Public Work Director Marlon Lobban came forward and explained that there is a watering period when plants need water and that was not met for the existing plants. He added that the proposed project will have water irrigation and did not foresee any issues with the plants.

ACTION: Mayor Latham made a motion to approve the resolution for a work order to SFM Landscape Services, LLC. Commissioner Rotondaro seconded the motion.

Upon roll call vote, the motion passed 5 - 0 with Mayor Latham, Commissioner Rotondaro, Commissioner Cuk, Commissioner Streitfeld, and Vice Mayor Chervony voting for.

12. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to crossexamination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their

DRAFT

authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

12.A An Ordinance Approving a State Revolving Loan Fund (SRLF) Amendment to Authorize Additional Borrowing Not to Exceed $4,686,171 for Financing of Pump Station Improvements - Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE STATE REVOLVING LOAN FUND AGREEMENT NUMBER WW130461 AND AUTHORIZING THE ADDITIONAL BORROWING UNDER THE AGREEMENT OF NOT EXCEEDING $4,686,171 FOR THE PURPOSE OF FINANCING PUMP STATION IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER AND CHIEF FINANCIAL OFFICER TO TAKE ALL ACTIONS NECESSARY TO OBTAIN THE ADDITIONAL FINANCING; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

ACTION: Commissioner Streitfeld made a motion to approve the ordinance on first reading. Vice Mayor Chervony seconded the motion.

Upon roll call vote, the motion passed 5 - 0 with Commissioner Streitfeld, Vice Mayor Chervony, Commissioner Cuk, Commissioner Rotondaro, and Mayor Latham, voting for.

12.B An Ordinance Creating Chapter 105 on the Village Code "Special Events to Establish Permitting Procedures for Special Events - *Sponsored by Commissioner Rachel Streitfeld and Commissioner Cuk*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CREATING CHAPTER 105, “SPECIAL EVENTS,” OF THE VILLAGE’S CODE OF ORDINANCES TO ESTABLISH PERMITTING PROCEDURES FOR SPECIAL EVENTS HELD WITHIN THE VILLAGE; AMENDING SECTION 153.04, “SCHEDULE OF CIVIL PENALTIES,” TO CREATE PENALTIES FOR VIOLATIONS OF CHAPTER 105, “SPECIAL EVENTS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Attorney Sera read the ordinance title into the record.

DRAFT

Village Attorney Sera introduced the ordinance on first reading and provided brief key points of the proposed amendments:

- The proposed amendment defines the term “Special Event”
- Provision for parking plan and traffic control.
- If the Village Manager approved a special event with conditions, the Village Manager may impose conditions necessary to protect public health, safety, and welfare.

The Village Commission suggested including a provision to restrict balloons.

ACTION: Commissioner Streitfeld made a motion to approve. Commissioner Cuk seconded the motion.

Upon roll call vote, the motion passed 5 - 0 with Commissioner Streitfeld, Commissioner Cuk Commissioner Rotondaro, and Mayor Latham, voting for.

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13. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

13.A An Ordinance Amending Chapter 111, "Alcoholic Beverages," of the Village Code of Ordinances - *Sponsored by Commissioner Rachel Streitfeld*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, COMPREHENSIVELY UPDATING AND AMENDING CHAPTER 111, "ALCOHOLIC BEVERAGES" OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

ACTION: Commissioner Streitfeld made a motion to approve the ordinance on second reading. Vice Mayor Chervony seconded the motion.

Upon roll call vote, the motion passed 5 - 0 with Commissioner Streitfeld, Vice Mayor Chervony, Commissioner Cuk, Commissioner Rotondaro, and Mayor Latham, voting for.

At this time Mayor Latham stepped out of the dais.

13.B An Ordinance Adopting the 2022 Evaluation and Appraisal Review (EAR) - Based Amendments to the Village's Comprehensive Plan - Village Manager Ralph Rosado, PhD, AICP *(Village Planner Silvia E. Vargas, FAICP)*

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE'S COMPREHENSIVE PLAN BY ADOPTING THE 2022 EVALUATION AND APPRAISAL REVIEW (EAR)-BASED COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Clerk Chang read the ordinance title into the record.

ACTION: Commissioner Streitfeld made a motion to approve. Commissioner Rotondaro seconded the motion.

Upon roll call vote, the motion passed 4 - 0 with Commissioner Streitfeld, Commissioner Rotondaro, Commissioner Cuk, and Vice Mayor Chervony, voting for.

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.B Island Walk Status Update - *Sponsored by Commissioner Andrew Rotondaro*

Mayor Latham returned to the dais.

Commissioner Rotondaro introduced the item and provided a detailed update on the North Bay Village Island Walk status before and after, the next steps in the planning, design, and construction of segments on Harbor and Treasure Islands.

There was a brief discussion from the Village Commission and direction to provide an illustration with a drone possibly and provide a conceptual design to provide residents a picture of how the Island Walk could look like.

DRAFT

The consensus was for staff to collaborate with the residents and buildings condo associations to meet the goals.

14.C Advisory Board Appointments - Village Clerk Alba L. Chang, CMC

Animal Control Board - 1 Vacancy
Community Enhancement Board - 1 Vacancy
Resident Services Board - 1 Vacancy

ACTION: Vice Mayor Chervony made a motion to appoint the following residents:

Indira Dejtiar – Animal Control Board
Claudia Alvarez – Resident Services Board
Bree Farriga – Community Enhancement Board

Commissioner Streitfeld seconded the motion and it passed by unanimous voice vote.

15. Adjournment

Mayor Latham made a motion to adjourn the meeting Commissioner Streitfeld seconded the motion and it passed by unanimous voice vote.

There being no further business to discuss the meeting was adjourned at 8:58 p.m.

Respectfully submitted,

Accepted this 9th day of May of 2023.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

DRAFT

NORTH BAY VILLAGE
EST. 1945

SPECIAL VILLAGE COMMISSION MEETING MINUTES
APRIL 11, 2023 9:00 AM
1666 Kennedy Causeway, #300 North Bay Village, FL 33141, and Via Zoom
Meeting ID: 874 6769 9231 | Passcode: 200107

ROLL CALL

1. Opening Items

A. Call to Order

Mayor Latham called the meeting to order at 9:01 a.m.

B. Roll Call

In attendance
Mayor Brent Latham
Vice Mayor Richard Chervony
Commissioner Goran Cuk
Commissioner Andrew Rotondaro
Commissioner Rachel Streitfeld

2. Public Comments

Petra Bowen – 7946 East Drive

3. Discussion /Action Items

3A Discussion Regarding the Village Manager's Annual Performance Evaluation and Consideration of an Amendment to the Village Manager's Employment Agreement - *Village Manager Ralph Rosado, Ph.D., AICP*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

There was a detailed discussion of the employees' survey results regarding the Village Manager's performance.

Commissioner Rotondaro stated the Village Manager has exceeded expectations and was happy with this performance.

Commissioner Streitfeld was happy with Village Manager's performance. She would like to budget for a Senior high-level individual to oversee the capital improvements and management organization.

Commissioner Rotondaro understands there is a lot on hand and would like someone to manage the projects to fulfillment.

Commissioner Cuk agreed with the Village Commission's comments on Manager's expectations and would like to see more projects be finalized.

Vice Mayor Chervony would like for the Manager to say No when projects are not realistic and to also look at the Budget more closely. He was concerned with Manager's request to amend his employment agreement and was not ready to discuss changes at the meeting.

Commissioner Streitfeld agreed with the colleague's comments on the proposed changes and was willing to discuss a merit increase.

Mayor Latham agreed with the Village Commission's comments and had the following comments:

- Suggested for the Manager to seek feedback from Commission at any given time.
- He felt the Manager was not the best at taking constructive criticism
- Would like for the Village to have a more proactive approach to resident services and resident satisfaction.
- Would like to have a resident-facing approach to assist the community concerns.
- He asked why the Commission Legislative Aide position hasn't been filled as of date. Deputy Village Manager / Human Resources Manager, Carla Maglio responded the Village was undergoing screening of candidates.
- 7914 Building permit questions were not addressed.
- Suggested for the Manager to be more engaging in the short-term projects such as the swing set at the park, and landscaping.

Vice Mayor Chervony stated that everyone has taken on smaller projects to relieve the Village Manager. He suggested that the Commission host an Open Forum for residents to provide feedback.

Commissioner Cuk agreed to host an open forum to set objectives to continue to drive high-quality service.

ACTION: Vice Mayor Chervony made a motion to increase the Village Manager's salary by 5% as budgeted. The salary increase would be retroactive to February 25, 2023. Commissioner Streitfeld seconded the motion and it passed by unanimous voice vote.

Commissioner Streitfeld left the meeting at 9:46 a.m.

There was consensus to appoint Commissioner Cuk to negotiate the Village Manager contract's proposed amendments.

Mayor Latham suggested ideas for the Village Manager to conduct community outreach with the Village residents and suggested the following:

- Village Manager Office hours for residents to meet with him.
- Coffee with the Village Manager Event

4. **Adjournment**

Vice Mayor Chervony made a motion to adjourn the meeting. Mayor Latham seconded the motion and it passed by unanimous voice vote.

There being no further business to address, the meeting was adjourned at 10:26 a.m.

Respectfully submitted,

Accepted this 18th day of April of 2023.

_____
Brent Latham, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Financial Advisory Board Report - ***Chair Nicholas Martin***

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Police Accreditation Update (April 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

Background

Accreditation is the utilization of police industry best practices to manage a law enforcement agency. The Commission for Florida Law Enforcement Accreditation (CFA) is the governing body for administering the accreditation process in the State of Florida.

The CFA has created and developed a list of accepted police industry best practices which accredited agencies must follow. Currently, those standards encompass thirty-two (32) chapters with approximately two hundred thirty (230) Standards. The CFA meets every four months and reviews the standards, at which time they may add, delete, and/or modify them to keep up with the ever -changing field of law enforcement. The North Bay Village Police Department (NBVPD) is working towards CFA accreditation.

The initial step in the accreditation process requires a law enforcement agency to create and or modify their procedures (policies) to reflect and comply with the CFA standards (note that one policy may encompass multiple standards). Once the compliant policies have been created and developed, the agency must collect twelve (12) months of proofs of compliance with the CFA standards (currently, this process will mandate the collection of approximately three hundred (300) proofs for our agency).

The NBVPD's existing policies were taken from the Ft. Lauderdale Police Department in 2006. The policies (some of which were outdated at the time) were in use for years prior to the NBVPD adopting and implementing them. NBVPD's existing policies are in dire need of updating. The CFA accreditation process will ensure that the NBVPD has and maintains policies that are are consistent with police industry best practices standards. Attaining CFA accreditation ensures that the NBVPD meets and operates within industry best practices.

The LEAC Group was previously contracted to act as a consultant in the creation of policy templates that meet the CFA accreditation standards. The policies provided by LEAC will be modified, when possible, to best suit the actual operations and practices of the NBVPD. NBVPD's operations and practices will be modified and developed to meet the CFA standards.

Benefits of Attaining Accreditation

TO THE COMMUNITY

Accreditation increases the law enforcement agency's ability to prevent and control crime through more effective and efficient delivery of law enforcement services to the community it serves. It enhances community understanding of the law enforcement agency and its role in the community as well as its goals and objectives. Accreditation creates a forum in which police and citizens work together to control and prevent crime. This forum help citizens to understand the challenges that confront law enforcement, and law enforcement, in turn, receives clear direction from the community about its expectations. Through this partnership, a common set of goals and objectives will be arrived at and implemented.

TO THE CHIEF, VILLAGE ADMINISTRATION, AND COMMISSION

Accreditation increases cooperation and coordination with other law enforcement agencies and other branches of the criminal justice system. The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration to include:

- establishment of agency goals and objectives with provisions for periodic updating re-evaluation of whether agency resources are being used in accord with agency goals,

objectives, and mission.
- re-evaluation of agency policies and procedures, especially as documented in the agency's written directive system.
- correction of internal deficiencies and inefficiencies before they become public problems.

The accreditation standards provide norms against which agency performance can be measured and monitored over time as well as providing objective measures to justify decisions related to budget requests and personnel policies. Accreditation streamlines operations, providing more consistency and more effective deployment of agency manpower. Accreditation provides a legal defense for civil actions brought against the agency and presents the opportunity to re-organize without the appearance of personal attacks.

TO THE OFFICERS

Accreditation requires that agency policies and procedures are in written form and available to all agency personnel at all times. It assures employees that every aspect of the agency's personnel system is in accord with professional standards and that the system is both fair and equitable. Agency morale is enhanced by increasing the employees' confidence in the effectiveness and efficiency of their own agency. Operations become more streamlined and consistent, and the standards address officer safety issues and provide for adequate training and equipment of the officers. Officers also receive a level of protection when personally named in a civil action.

Major Tasks Towards Achieving Initial Accreditation

There are numerous tasks required in preparation for the initial accreditation process. The below list, though not all inclusive, presents most of the major requirements:

- Review of LEAC policy templates proffered for use as a base for changes needed for existing policies.
- Review and modification of all policies to ensure compliance with the CFA standards.
- Configuration, setup, and training for the PowerDMS policy and accreditation management software.
- Creation of reports for time-sensitive standards including daily, weekly, monthly, semi-annually, and annual reports to track and measure the status of the agency.
- Inspection of all police facilities and functions including (but not limited to) the Communications Center, Property and Evidence storage, Prisoner processing, Training, Certifications, Forms and Reports, the Security of the Physical Plant, the Security of both Hardcopy and Digital Information Storage, Confidentiality of Juvenile Records, Confidentiality of other Exempt Records.
- Training of every member of the agency, both sworn and civilian, in the accreditation process and their role in that process.

- Collection of proofs of compliance with the standards and policies (this process begins following the completion of the creation of the standards-compliant policies).
- Mock on-site assessment to ensure compliance with the CFA standards prior to the actual assessment.
- CFA on-site assessment which includes: a review of every policy (which includes presentation of the Proofs of Compliance to the assessment team), physical inspections of police facilities, review and observation of actual police operations, interviews with police department staff (both sworn and civilian), and public meetings between the community and commission.

Timeline to Completion

The North Bay Village Police Department has initiated the accreditation process and actively continues to work towards achieving accredited status. (**NOTE:** an Accreditation Manager was hired in the second week of August 2019). Unfortunately, issues related to the continuing COVID-19 Pandemic, Civil Unrest, and Major Weather Events have delayed the planned timeline.

- The normal timeframe to achieve the initial accreditation from CFA is twenty-four (24) months. This includes twelve (12) months of policy creation and modification and twelve (12) months of collection of proofs of compliance collection. The NBVPD Accreditation Team had anticipated that by March 2021, NBVPD would be ready for the Mock Assessment; however due to continuing detrimental impacts of the COVID-19 Crisis, the timing for this first evaluation step cannot be determined at this time.
- Following the Mock Assessment, identified issues and any potential deficiencies are corrected and a request is submitted to the CFA for the scheduling of an On-site Assessment.
- The On-site Assessment, which is scheduled at CFA's earliest convenience, generally occurs within one or two quarters after the completion of the Mock Assessment. The timing is dependent on the scheduling and operations of the CFA which have also been impacted by the pandemic (currently an 8- to 10-month time lag exists). **NOTE:** CFA suspended both their conferences and their On-site Assessments effective March of 2020. Currently, they are only doing Virtual On-site Assessments for agencies that are already accredited. There is a waiting list of agencies waiting for the initial on-site.
- Once the CFA On-site Assessment is satisfactorily completed, the Agency is invited to attend the next available CFA Commission meeting (which during normal operations are held every four [4] months) for the awarding of Agency Accreditation.

The completion timeline (originally planned for Q4 ’21) has been delayed as a result of issues related to the COVID-19 Pandemic and the continuing dialogue and dynamic environment surrounding Police Reform. It remains highly variable with multiple unknowns as a result of these disruptions. The NBVPD continues to make progress on the path towards accreditation. Working within the many limiting factors resulting from these events, we continue to push on with the goal of being ready for the Mock Assessment early in 2023.

Evaluation of the Values Depicted in the Attached Progress Matrix

The situation at hand is one where focusing on pure percentages and statistics is misleading. For example, the NBVPD completed the task of training the entire police department at the end of September – the amount of prep work and logistical planning that is involved in accomplishing that task cannot be reflected in the "100%" statistic. Of course, that value becomes fixed and will not change from month to month. In addition, several progress indicators/benchmarks are very slow to advance because they are dependent on CFA, and CFA is near stagnant due to the continuing, international health crisis (as detailed elsewhere in this memo).

The task of writing, reviewing and editing policies is a cumbersome, labor intensive process. CFA encompasses 32 chapters and 230 standards upon which the policies (some of which are 30 or more pages) are built; an increase of 3% (a seemingly small increase) does not effectively quantify the hundreds of pages and many man hours that went into achieving that gain.

Likewise, there is the issue of remediating identified deficiencies (such as those in the physical plant – was addressed via the intensive months long process of relocating dispatch – the finishing touches of which are currently being addressed). Since the necessary vendors are often not available, or supply side logistics are disrupted (again due to pandemic), the Village often is hindered in the advance of corrective measures. The process of corrective action is what really moves the needle in terms of advancement.

There has indeed been and continues to be significant, measurable progress, and due to the limitations imposed by the Corona Virus, issues of Police Reform and CFA operations, it is not likely to be exceedingly large for the foreseeable future. As explained in this memorandum, the accreditation process is, in ideal circumstances, generally a two year project; the COVID-19 Crisis and the dynamic environment surrounding Police Reform has caused significant delays and made the situation highly variable with multiple unknowns as a result of these disruptions.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
CFA Accreditation Progress Matrix for April 2023.pdf

CFA Accreditation Progress Matrix for April 2023

	July '19 Baseline	Mar '23 Status	Apr '23 Status	Task Highlights
LEAC Templates	40%	100%	100%	• Received 40 of 40 policy templates • Reviewed 39 templates and modified 37 for publication following approval and review workflow process.
PowerDMS Setup, Training, and Implementation	0%	100%	100%	• Added legal bulletins • Uploaded new policies • Identified Additional Training Needs and Conducted Training on Training Module Department-wide
Creation of new and modification of existing Time Sensitive Reports	0%	97%	97%	• The process of identifying all reports produced by the Agency is complete. • Creation of Missing Report has started.
Training of Sworn and Civilian Staff on CFA process	0%	100%	100%	• Completed preparing training package • Training was delivered in September
Inspection of Facilities and Functions of the Agency	0%	97%	98%	• The inspection process of the physical plant and agency functions is an on-going project. • Transfer from remote facility to main building complete for Property and Evidence. • Transfer from old armory to new armory complete

Review and Modification of Policies (232)	0%	95%	96%	• 290 Standards met via policy
Collection of Proofs of Compliance (330) 2021	0%	98%	99%	• Collected 280 Proofs of Compliance for CFA Standards (approximately 330 proofs total) • Began proof collection structured process. 55 proofs in progress • Identified proof assignments • Conducted training for all supervisors
Collection of Proofs of Compliance 2022	0%	52%	59%	• Collected 100 Proofs of Compliance for CFA Standards • New year requires additional proofs
Policies Reviewed by Employees on PowerDMS	0%	98%	98%	• Training completed and policy signatures beginning
Policy Modification	0	87	92	• Policies modified to conform with changes to CFA standards and Law

Property Disposal	N/A	60%	60%	• Additional activity for disposal of evidence and property no longer required to be stored.
Review of Proofs	0	38%	45%	• Review of collected proofs for Mock On Site
Preparation of PowerDMS	0	16%	19%	• Highlighting policies and scanning and adding proof to PowerDMS
Creation of New Policies to comply with standards changes	0	15	119	Added newly created policies to comply with changes to the accreditation standards
Pre-Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for July, 2023

Mock on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for September, 2023
CFA on-site Assessment	N/A	Pending	Pending	Tentatively Scheduled for December, 2023
Total Estimate of Overall Progress	5%	93%	94%	This estimate will change slowly until the above milestones are met at 100%

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Traffic Enforcement Update (April 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (April 2023) - FINAL.pdf

North Bay Village Police Department
Memorandum

Date: May 1st, 2023

To: Deputy Chief, S. Bejar

From: Sgt. N. Benitez

Subject: Monthly Traffic Enforcement Report for April 1 to April 30, 2023

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of April, 2023. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and/or citation of drivers, public education and raising awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 191 – Speeding Citations
- 48 – Criminal Citations
- 72 – Moving Violation Citations
- 247 – Non Moving Citations
- 145 – Warnings

Traffic Enforcement on Harbor Island:

- 22 – Speeding Citation
- 5 – Criminal Citation
- 16 – Moving Violation Citations
- 16 – Non Moving Citations
- 8 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 9 – Criminal Citations
- 22 – Moving Violation Citations
- 15 – Non Moving Citations
- 3 – Warnings

Traffic Enforcement on North Bay Island:

- 0 – Speeding
- 0 – Criminal Citation
- 0 – Moving Violation Citations
- 0 – Non Moving Violation Citations
- 0 – Warnings

Traffic Enforcement Totals:

- ❖ 663 – Citations
- ❖ 156 – Warnings
- ❖ 185 – Parking Citations

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Julie Leonardi, Director of Communications

SPONSORED BY: NONE

SUBJECT: Communications & Special Events Report April 2023

RECOMMENDATION

BACKGROUND AND ANALYSIS
Communications & Special Events April 2023 Report

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
April CommsEvents Report.png

North Bay Village

Communications & Special Events Engagement Report

April 2023 HIGHLIGHTS

NORTH BAY VILLAGE
HEART OF THE BAY

OVERVIEW: EVENTS & ATTENDEES



During the month of April, North Bay Village held our first ever property insurance panel event moderated by an award-winning WSVN journalist and included experts from FEMA and local real estate professionals. We've seen great turnout during our RM-70 zoning meetings and have seen stellar numbers for movie nights in Vogel Park.

NEWSLETTER

During April:

- 4 newsletters were sent to the public with an average open rate of **49%.**
- 1 Special Event & Meeting E-blast was sent to the public with an average open rate of **48.8%.**
- We've gained 20 new subscribers in the last 30 days.

WEBSITE ANALYTICS

Sessions: **2,356** New Users: **79.6%** Returning Visitors: **20.4%**

SOCIAL MEDIA ANALYTICS

On *Instagram*, our NBV account has **2,286** followers with **34,000** impressions and a 5.38 **%** increase in engagement. We've gained 80 followers from last month.
On **Facebook**, our NBV account has 2,000 followers with **22,000** impressions and a 8**.5%** increase in engagement.
On *Twitter*, our NBV account has **1,160** followers. Our account has gained 10 followers since last month.
On *LinkedIn*, our NBV account **54,000** impressions and a **8%** increase in engagement.

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: Capital Improvement Project Update (April 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
April_2023CIP_Commission_Meeting.pdf

Capital Improvement Project (CIP) Update
(April 2023)

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No.	Project	Project Phase/ Cost	Start – Stop Date	Consultant/ Contractor	Funding Source/Amts	Current Project Updates	Priority		
							H	M	L
1	**BUS SHELTERS ON 79TH STREET CAUSEWAY*** **(TF23-03)**	Planning $10,784	Jan 2023 – Mar 2023	Stantec	CITT $25,000	**Project Scope** Re-design bus shelters to match Village's new branding style. **Major Milestone** • **Dec 13, 2022**. WO for Stantec conceptual design approved at commission meeting. • **Jan 13, 2022**. NBV issued Stantec a notice to proceed with work • **Feb 17, 2023**. Conceptual Designs received and under review by staff and Community Enhancement Board (CEB). • CEB approved updated concept. • **April 18, 2023**. Village commission approved design concept with minor modifications. **Status of Schedule & Work Accomplished** Project has entered the design phase. **Major Issues** None.			X
		Design TBD	TBD	Stantec	CITT $84,583				
		Construction TBD	TBD	TBD	TBD				
		CEI TBD	TBD	TBD	TBD				
	***Two bus shelter will be designed/fabricated under the Complete Street Project (short term improvements).**								

						Pending Items: • Identification of fabricator/s to customize and fabricate shelters based on design concepts.			
2	**CIVIC PARK ON EAST DRIVE (CP22-10)**	Planning $87,169.12 Design TBD Construction TBD	Sept 2022-Dec 2022 TBD	EAC EAC TBD	CCF $150,000 FIND/NBV $60,000/ $60,000 FDEP-LWCF/NBV *$850,000/ $850,000	**Project Scope:** To give residents access to Biscayne Bay intercostal waterways by constructing a civic park with boating dock, picnic area with pavilion, nature trail with signage, lighting, landscaping, & bike rack. **Major Milestones:** **Feb 8, 2022**. FDEP-LWCP grant award notice of $850,000 for design, permitting and construction. Village to match $ for $. **March 30, 2022.** FDEP-LWCP $850,000 grant contract approve with 100% match requirement. Expires YR 2024. **April 25, 2022**. Funding application to Fish and Wild Life Agency for inclusion of Marine Park with living shoreline concept. **June 20, 2022**. Resolution approved by commission for WO to commence project. **September 8, 2022**. WO, PO and Notice to Proceed provided to EAC consultants effect September 9, 2022 and culminating on or before January 20, 2023. **Oct 2021**. FIND grant of $60,000 awarded to Village for design and permitting. **Oct 4, 2022**. Preliminary site plan completed and approved by Village staff. **Oct 14, 2022**. Analysis from benthic survey submitted to village staff for review.	X		

					*1.7M total for design/permits & construction 60,000 for design & permits	**Oct 17, 2022.** Received letter of commencement from FDEP-LWCF to begin the Civic Park project under its current funding arrangement. Funding closes 8/31/2024. **Nov 18, 2022**. Development Conceptual plans submitted to NBV for review. **Dec 15, 2022**. Town Hall held and design team received resident's feedback on conceptual drawings. **Jan 10, 2023**. Conceptual Design approved by commission. **Feb 15, 2023**. WO for Design of Civic Park approved at Feb commission meeting. **April 7, 2023**. Kick-off meeting for Design of Civic Park held. **<u>Status of Project & Work Accomplished</u>** • Project is at the design phase. NTP issued. **<u>Major Issues</u>**. • Approximately $1.6M of additional funding required. **<u>Pending Items:</u>** • 90% design to be submitted to commission for review by 11/14. Item.			

Capital Improvement Project (CIP) Update
(April 2023)

3	**ENTRANCE-WAY SIGN EAST (SMF23-07)**	Planning $5,000 Design $62,413 Bid Phase TBD Construction Est. 100,000 CEI Est $15,000	Nov 2022 – Dec 2022 TBD TBD TBD TBD	Stantec Stantec Stantec TBD TBD	NBV $5,000 GF $100,000 TBD TBD TBD	**Project Scope:** Develop concepts based on NBV new Brand Guide for an entry sign on Kennedy Causeway NE 79th Street. This phase of work will include one sign for Westbound traffic located at the east end of Treasure Island, on the north swale north of the bridge where other improvements are planned. **Major Milestones** • **Nov 15, 2022** - Planning phase completed; project is now in design phase • **Feb 15, 2023**. WO approved for design of entry sign by the Commission. • **Mar 16, 2023**. Design Kick-off meeting held. Staff will follow up with progress meetings. **Status of Schedule & Work Accomplished** Design submitted to Village for review **Major Issues** None **Pending Items:** • Pre-Application permit meeting held with FDOT. • 60% design submission.			

4	**GALLEON STREET TRAFFIC STUDY**	Planning/Study $9,725.00	Oct 2020 - TBD	APCTE	CITT/GF $9,725.00	**Project Scope** Conduct a study to convert Galleon Street from a two-way to a one-way and increase the parking capacity by 15 parking spaces. The study will document the impacts of this conversion on the abutting properties and traffic circulation. **Major Milestones** • Oct 2020. Consultant contracted to conduct study. • NBV submitted study for approval by MDC Traffic Division. • MDC requires a redesign of paving plans to include a travel lane of 15 ft. for emergency vehicular traffic. • Roads on Treasure Island are currently being redesign by a civil consultant. **Status of Project & Work Accomplished** Project is at design stage. **Major Issues** • Project put on hold awaiting redesign of paving plans. • Redesign paving plans put on hold until Village obtains a project management team for the Stormwater/Road improvements CIPs. **Pending Items:**			X

Capital Improvement Project (CIP) Update
(April 2023)

						• Redesigned Paving plans to be resubmitted to MDC for approval of traffic study. • Decision on new road improvement on Treasure Island			
5	**HARBOR ISLAND ROADWAY IMPROVEMENT – HARBOR ISLAND ENTRANCEWAY IMPROVEMENTS (RCP22-02)**	Planning $16,663-Concept $13,898-Traffic Study Total: $30,561 Design TBD Construction TBD CEI TBD	Sept 2022-Nov 2022 TBD TBD TBD	EAC EAC TBD TBD	CITT $100,000 Bond Dollars TBD TBD	**Modified scope**: Improvements of Geometric features at the Entrance to Harbor Island (Harbor Drive & Kennedy Causeway) to improve Traffic Flow and Pedestrian Safety. **Major Milestones** • Proposal/work order for conceptual design received from EAC and reviewed and accepted by staff. • **July 19, 2022.** Work order for conceptual design approved at commission meeting. • PO/NTP issued to consultant. • **Oct 21, 2022**. 15% conceptual design submitted to NBV for review. • Village reviewed options and selected two concepts, on which traffic study will be imposed to determine the most viable option. • **Feb 15, 2023**. WO approved for traffic study approved by the Commission. **Status of Schedule & Work Accomplished** • Project is at the planning phase.			X

						• Consultant is working on proposal for traffic study. **Major Issues** Possible impacts of future development on proposed roundabout features at HI intersection. Traffic study being conducted. **Pending Items:** • Traffic Study to be submitted for review by Village staff and approval by Village commission at the May meeting.			
6	**ISLAND WALK (CP21-03D)** FDOT Nomenclature FM #447969-1	Planning: $14,352 Design-Island Walk TBD Construction TBD CEI	April 2021 – TBD TBD TBD TBD	EAC EAC EAC TBD	CPF $14,352 FIND/NBV **$425,000/ $425,000 FIND/NBV *$100,000/ $100,000 FIND/NBV *$100,000/ $100,000 (FY 22) FDOT/NBV $1,000,000/	**Project Scope** Design and build an Island Walk bordering the northern boundaries of Treasure Island, raise the seawall along this border and build an over-water connector that links the South and North Island Walk plazas. **Major Milestones** • Project is at the planning stage. • **April 20, 2021**. EAC given work order to conduct Cost-Benefit Analysis which was used to secure funding for the project. • Village received funding of $3M for Seawall from FDEO-FDEP. Contract execution is pending. • 3-D renderings of Island Walk proposal submitted by EAC. WO in the approval process.			

		TBD	TBD	TBD	$1,097,821 (FY 26) TBD *Funding expires Sept 2022 **Funding expires Sept 2023	**Status of Schedule & Work Accomplished** • Cost benefit analysis is 100% complete. • Project is on hold until 3M grant contract is received. **Major Issues** • Easement acquisitions to be resolved. **Pending Items:** • Easement acquisition for construction of Island Walk on private property. • Determination of the availability of public funds to construct/raise private seawall. • Completion of Geotechnical and topographic surveys. • Determination of entity responsible to maintain seawalls after construction. • NBV to get commitment from property owners to collaborate with the Village to develop and construct their own Island Walk. • Renderings for Kennedy House provided by EAC.			
7	**ISLAND WALK NORTH PLAZA (BAYWALK NORTH PLAZA) [CP23-01C]** FDOT Nomenclature FM#440846-1-58-01	Design $110,000 *$69,600 Bid Phase $38,000	Feb 2021-Mar 2022 June 2022-Feb 2023	Kimley Horn	Park Impact Fees $179,600 GF	**Project Scope:** To design an Island Walk plaza area, approximately 180 LF along the northern strip of 79th Street Causeway, starting from the East Biscayne Bay bascule bridge. The design will accommodate the NBV Island Walk Design Criteria and requirements from the existing Subsurface Utilities report.	x		

		Construction Est.: $930,000 CEI **Est.:$240,000	May 2023-Dec 2023 May 2023-Dec 2023	Kimley Horn FEDC EAC	**FDOT/NBV $1,000,000/ FIND/NBV $740,100/ $740,000 TBD	**Major Milestones** • **Aug 2021**. Project design phase began. • **August 10, 2021**. Commission passed Resolution 2021-041 to approve redesign of project. • 65% design plans submitted to funding agency (FDOT). • Conceptual and 3-Rendering drawings submitted to NBV for review. • Cultural Resource Assessment Study (CRAS) and Florida Limited Rouse Survey of Florida Bonneted Bat (FBB) submitted to FDOT for review. • **Nov 15, 2021**. 90% design plans submitted to FDOT. • **Jan 7, 2022**. 100 % plans submitted and under review. • **Feb 17th, 2022**. Commission approved resolution for LAP agreement of 1M to fund construction phase of project. • Permit application submitted to DERM for drainage system (drainage wells). • **March 2022**. All design related permits have been secured and submitted to FDOT for review. • **March 2022.** 100% plans and specification completed and submitted to the Village & FDOT for final review. • **April 14, 2022. Approved** DERM drainage well permit received.			

		*redesign cost			**FDOT will be used as a match for FIND grant	• **May 17, 2022.** FDOT provided NBV a Notice to Proceed for advertisement of the project on Demand Star and in the newspapers. • **June 27, 2022.** Deadline for submittal of bid on project advertised on Demand Star. • Funding received from FIND for project. • One bidder responded to bid offer but respondent's offer was rejected due to specific insufficiency. • Received approval of request from FDOT to bundle Island Walk North Plaza and TI ADA Sidewalk projects. • **Nov 18, 2022**. Project re-advertised as ITB 2022-006. • **Jan 12, 2023**. Received 2 bids for ITB 2022-06. Village received 2 bids which were accessed and one bidder selected. Contract to be awarded at March commission meeting. • **March 8, 2023.** ITB 2022-006 Contract agreement awarded to Florida Engineering Corp at commission meeting. • **March 10, 2023**. FDOT provided letter of concurrence for bid award to Florida Engineering Corp. • **March 8, 2023**. ITB 2022-006 Contract agreement awarded to winning bidder. • Contract executed and sent to contractor.			

						Status of Schedule & Work Accomplished • Project is at construction phase. NTP to be issued **Major Issues** • Additional review required by FDOT due to revision plan sheet. Review **Pending Items:** • NTP to be issued to contractor by April 14th.			
8	**KENNEDY CAUSEWAY COMPLETE STREETS STUDY (CP23-01)** FDOT Nomenclature FDOTL DESIGN: FM-448629-1(34)-FY23 FDOTL CONSTRUCTION: FM-448629-1(54)-FY25	Planning/ Study: $133,558.30 Design: Est. Cost *$277,441 Bid Phase TBD Construction: Est. Project Cost: **$1.5M	April 2021-July 2022 TBD TBD TBD	Stantec Stantec Stantec TBD	TPO/GF $60,000/ $73,558.30 FDOT-CIGP/NBV match $25,000/ $25,000 (FY23) FDOT-CIGP/ NBV Match $207,010/ $207,010	**Project Scope** To conduct a Lane Reduction Study along 79 St. (JFK Causeway), to include context classification, traffic analysis, and forecasting. **Major Milestones** • Project is in the planning stage. • **June 17, 2020**. MDTPO awarded NBV $60,000 for funding to conduct a Complete Street study for Lane repurposing of 79 St Causeway per NBV 100. • **Feb 25, 2021**. Miami-Dade Transportation Planning Organization (MDTPO) approved an Interlocal Agreement with NBV. • **Mar 9, 2021**. Commission approved Resolution No. 2021-014 to accept the MDTPO grant and a proposal from a		X	

		CEI Est. 225,000	TBD	TBD	(FY25) TBD	Traffic design consultant (Stantec) to carry out the study. • **April 23, 2021**. Consultant contract executed and study began. • **July 23, 2021**. Consultant/NBV submitted Context Classification and Traffic Analysis Methodology to FDOT for review. • FDOT recommended that project scope be expanded to include a determination of the effects of lane reduction during emergency evacuation, traffic forecasting and impacts on others major parallel roadways. • **Sept 24, 2021**. Consultant submitted proposal for scope expansion. • **Nov 2, 2021.** Commission approved additional work based on changes in scope. • **Mar 8, 2022**. Designer made presentation to commission to decide on design option of the proposed roadway geometry. • **April 7, 2022**. Community Town Hall held giving residents an opportunity to make inputs to the choice of a design options. • **May 20, 2022**. Lane Repurposing Concept Report reviewed by village staff and submitted to FDOT and TPO. • **June 28, 2022**. Drafts of final report (Context Classification & Lane Repurposing) submitted to FDOT & TPO.			

						• **Sept 26, 2022.** Meeting held with City of Miami Beach. City administrators indicated wiliness to work NBV on change in project limits into their city. • Meeting held with City of Miami. They will cooperate with NBV on the project • WO amendment for expanded scope approved by Dec commission. • **Dec 14, 2022.** NTP issued by FDOT-CIGP grant to begin the design phase of eth project. To discuss with Chris. • **January 6, 2023**. NTP issued by staff for Stantec to begin work on the second new expanded scope. **Status of Schedule & Work Accomplished** • Study is 80% completed as of Oct 2022. • Expansion of scope due to recommendation by FDOT requires 4 months extension of project to April 2023 **Major Issues** • Increase in project cost due to change of scope, which included traffic study and traffic simulation modeling for major roads parallel (SR 922 & I195) to 79th Street Causeway. • Challenges with traffic model iterative process causing increased time to complete study.			

		*includes $50,000 to design for short term improvements - **includes $414,020 for construction of short term improvements components				• FDOT recommends a change in the project limit resulting in change in scope and increased project cost. • Project limits extend into City of Miami and Miami Beach agreements and collaboration required. **Pending Items:** • Traffic Analysis competed by May 2023 and submitted to Village commission for approval. • Concurrence agreements received from City of Miami Beach and City of Miami on location of project's termini. • Receive FDOT's final approval of study.			
9	**KENNEDY CAUSEWAY MEDIAN BEAUTIFICATION (SMF22-05)**	Design $29,953 Construction $168,183.89	July 2022-Nov 2022 TBD	Stantec SFM	CP $29,953 FDOT $100,000 NBV-St. Main 82,525.75	**Project Scope:** The improvements consist of landscaping within the existing eleven (11) medians running approximately 0.9 miles along the Village limits. Plans and permits are required for FDOT's approval. **Major Milestones** • **October 27, 2022**. Final Design Plans and Opinion of Probable Cost Estimate submitted to FDOT for final review and approval. • **Jan 20, 2023**. Received fully executed beautification Grant Agreement from			

						FDOT and approved of final design plans. • **March 8, 2023**. SFM WO to be approved at March commission meeting. • **April 18, 2023.** Stantec's construction administration WO approved at commission meeting. **Status of Schedule & Work Accomplished** • Project at the construction phase. **Major Issues** Relocation of disposed palms from median to Civic Park. Cost not yet established. **Pending Items:** • NTP to be provided contractor. • Project completed and commissioned by Sept 30, 2023.			
10	**PUBLIC WORK/DISPATCH BUILDING 1841 GALLEON STREET - IMPROVEMENTS-STRUCTURAL ISSUE**	Design/Assmnt $3,825.35 Construction TBD	Feb 2021-TBD TBD	S-Group Inc. TBD	Operation $6,275.3 Operation TBD	**Project Scope:** Assess and resolve building's physical and structural deteriorating condition. **Major Milestones** • **Feb 2021**. Contractor shored up building with metal support bars. Shoring will remain in place for 1 year. • ITB advertise for P3 option to develop site, to include elements of current TIES project.	X		

		*rental cost for shoring column				**Status of Schedule & Work Accomplished** • Shoring 100% completed. **Major Issues** • Stairway column showed major spalling. • Major mold problems were found in building interior. • Scaffolding rental agreement to shore up column is in effect. Put on hold due to proposed redevelopment of site by AFA. • NBV Building Official recommended repair of the stair column. • Redevelopment of entire site under consideration using a P3 option. **Pending Items:** • NBV administration to determine what to do with building. • Boundary Survey completed by Stantec			
11	**SANITARY SEWER EVALUATION STUDY (UF22-01)**	Design/Study $198,861 *$326,606.10 Repair/ Construction Sanitary Sewer Manhole Rehabilitation	July 2020-Mar 2022 Phase I Aug 22 – Oct 22	Kimley Horn (KHA) Atlantic Pipe Services	Utility Funds $198,861 $326,606.10 ARPA22-02 $199,748.78	**Project Scope:** To develop a Sanitary Sewer Evaluation Study (SSES) Reports based on flow data collected from the village's sanitary sewer collection system. Report must meet DERM's requirements for infiltration & inflow (I/I). **Major Milestones** • **Nov 9, 2018**. SESS report to DERM indicates substantial improvement in excess flow into sewer system but still below the level of compliance.	X		

		Sewer Main and Public Lateral Rehabilitation	<u>Phase II</u> April 2023-Dec 23 <u>Phase I</u> Sept 22 – Oct 22 <u>Phase II</u> April 2023-Dec 23	Atlantic Pipe Services LMK Pipe Renewal, LLC LMK Pipe Renewal, LLC	ARPA22-02 $682,562.88 ARPA22-02 $168,872.00 ARPA22-02 $979,886.42	• **Oct 14, 2020.** Village placed on moratorium for new development until compliance is achieved. • **Nov 2020**. Village contracted consultant (KHA) to provide assistance in reducing excess water flow into sewer system. • **Sept 29, 2021**. Resolution 2021-058 approved by commission regarding the hiring of sub-consultant 300 Engineering, under KHA's contract. Sub to provide specialize services on Sanitary Sewer Evaluation. • Infiltration and Inflow, night flow testing and analysis of water consumption data conducted. • **Jan 28, 2021**. Smoke testing of sewer lines conducted successfully. • SSES report completed by 300 Engineering. • **Feb 17, 2022**. SSES Cycle 2-Phase II report submitted to Village commission. • **May 10, 2022**. Commission approved WO to carry our rehabilitation efforts on sanitary to include CCTV, and repairs of laterals, and sewer lining. • **June 20, 2022**. Commission approved CCTV of sewer lines activity by Flowtech. • **July 19, 2022**. Proposal from contractor for repair of manholes approved at commission meeting.			

		*KHA subcontracted 300 Engineering to carry out additional assessment of sewer for INI compliance				• **Aug 30, 2022**. Proposal from contractor to repair sewer lines and public laterals approved by commission. • **Dec 2022**. 2022 SSES Third Cycle Report submitted to DERM, Miami-Dade County. • DERM provide feedback on cycle report. • **Feb 20, 2023.** Moratorium on basins 6 (Hispanola basin) & 7 (Main basin) lifted. • **April 18, 2023**. WO approved for final repair of 76 manholes by Atlantic Pipe Services (APS). • **April 18, 2023**. WO approved for final trenchless repair to include point repairs, lateral lining/repairs, and annular space grouting between the CIPP liners by LMK. **<u>Status of Schedule & Work Accomplished</u>** • Manhole rehabilitation by APS began April 2023. • Sewer lines rehabilitation by LMK to begin May 2023. **<u>Major Issues</u>** • Several basins are still under moratorium by Miami Dade County prohibiting approval for sewer capacity certification from new developments in the Village.			

						• Village now requires the Services for Phase 2 of the Project in order to address the deteriorated sewer mains and public laterals found in the Village's remaining three basins (Village Hall, Hispaniola, and South Treasure) **Pending Items:** Repair of manhole and sewer lines completed by Nov 23. SSES Cycle 4 report sent to DERM for approval by Nov 23.			
12	**STORMWATER PUMP STATION IMPROVEMENTS, NBI (SW21-01)**	Design $124,908.40 Construction Est. $3,200,000 CEI Est. $275,000	Mar 2021-Mar 2022 TBD TBD	BCC TBD TBD	FDEP $200,000 FDEP *1,500,000 **$600,000 TBD	**Project Scope** To repair and replace North Bay Island Stormwater Pump Station. **Major Milestones** • Project is in the design phase. • **Aug 2020**. Consultant contracted to provide to study and prepare models for solving the drainage and pump station issues on NB Island. • **March 23, 2021.** The final BODR was presented at commission with three options. Commission recommends moving forward with option 1**.** • **March 23, 2021.** Commission approved Resolution 2021-015 to apply for funding from FDEP. • Consultant is proceeding with full design of project.	X		

					*pending approval by June 2022 **pending contract execution	• Additional grant funds of $600k received from FDEP. • Grant work plan (GWP) submitted to FDEP for final approval. • GWP sent to village for approval. • **Jan 10th Commission**: GWP approved with resolution NO. 2023-009. • BCC WO 007 approved with resolution 2023-010 with modified scope of work expanding the project to incorporate a drainage solution for the all of NBI. • **Jan 24, 2023**. GWP resent to FDOT for final execution. • **April 10, 2023**. Kick-off meeting for Geotechnical & Survey work held. **Status of Schedule & Work Accomplished** • 30% design effort completed **Major Issues** • Acquisition of easement agreements where outfall is located on NBI's property. **Pending Items:** • 100% design completed by Dec 2023. • Easement agreement obtained from private property owners. • Geotechnical borings and survey to be completed.			
13	**TREASURE ISLAND ADA IMPROVEMENTS**	Design Initial Cost: $57,787.60	May 2020 – Mar 2022	BCC Eng. LLC	CITT $72,757.55	**Project Scope:** Repair and replace cracked and uneven sidewalks, curb and gutters, install new ramps and sidewalks, install	X		

	- PHASE II – (CP21-02D & CP22-02C) *FDOT Nomenclature* *FM 444197-1 (58)*	*Add'nt Cost: $27,961.22 Total Cost: $85,748.82 Bid Phase $12,119 **Construction TBD CEI Est: $54,000	 April 2022-Oct 2022 TBD TBD	 BCC Eng. LLC TBD TBD	NBV Funds $12,991.27 TF $12,119 Grant: FDOTL/NBV $153,000/ $31,000 NBV $54,000	audible beacons on 79th Causeway at four (4) intersections to ADA standards. **Major Milestones** • Project is currently in design phase • **April 2020**. Proposal sent by design consultant in response to NBV RFQ. • **May 15, 2020**. Commission passed Resolution NO. 2020-024 to accept proposal from design consultant. • **Oct 2020**. NBV instructs designer to redesign project to eliminate sections to be construction under phase I plans • **Dec 2020**. 60% Redesign plans sent to FDOT for approval. • **Sept 16, 2021**. 90% plans submitted. • **Nov 9, 2021**. Traffic Study approved by commission and work has commenced • **Dec 29, 2021**. 100% plans submitted to FDOT and DERM. • Specification and Bid form submitted to FDOT. • DERM reviewers require signalization plans before approval of plan set. • Bid documents (ITB & Construction Check List) provided to FDOT. • Signalization plans completed and submitted to Miami Dade Traffic Division (MDTPW) by April 15, 2022. • **June 16, 2022**. Signal plans approved by MDTPW. • **June 23, 2022**. Plans uploaded to FDOT system.			

		*cost associated with Cultural Resource Assessment report and Traffic Study **construction time estimate - 365 days				• **June 29, 2022**. ITB and construction checklist sent to FDOT for review. • **July 21, 2022**. ITB approved and Notice to Proceed for advertising received from FDOT • **Aug 3, 2022**. Project advertised for bid on Demand Star. • **November 18, 2022.** Project re-advertised since no bids were received in Aug. • Village received 2 bids which were accessed and one bidder selected. • **March 8, 2023**. Contract awarded to Florida Engineering & Development Corporation- winning bidder of ITB2022-006. • Meeting held with FDOT to review construction requirements for project. **<u>Status of Schedule & Work Accomplished</u>** • Project enters construction phase • Award of contract to Florida Engineering and Development Corporation. **<u>Major Issues</u>** • No response to 1st bid offer. Project re-advertised, bundled with another NBV project – Baywalk Plaza North Area. • Revision of plans based on CEI review. Revised sheet to be submitted to FDOT for approval.			

						Pending Items: • Contractor of winning bid provided a NTP by May 30th.			
14	**TREASURE ISLAND ELEMENTARY SCHOOL COMMUNITY PARK [CP21-02D & CP22-02]**	Design $396,454 Bid Phase TBD Construction Estimated Cost: 3.0M CEI TBD	June 2021 – Dec 2022 TBD TBD TBD	BEA TBD TBD TBD	GO $396,454 TBD GO GO	• **Project Scope**: Preparation of Permit & Bid Documents for the complete design and construction administration for a multi-purpose park to include: renovation of multi-purpose field, hard tennis courts, new fencing, urban trail, landscaping and additional park amenities. **Major Milestones** • Project is at the design phase. • **Feb 25, 2021.** Commission selects architectural firm to design project. • **April 13, 2021**: Commission approved Resolution No. 2021-023 for design and construction management of Community Park. • **June 8, 2021**. Design phase of project begun. • **Sept 14, 2021**. Consultant presented conceptual design to commission. • Consultant begun technical design of project. • **Nov 8, 2021.** 30% design schematics submitted by designer. • RFP created in response to unsolicited proposal from Argentinian Football Federation to redevelop school site and PW building on Galleon Street.	X		

						• **April 25, 2022**. Commission approval to begin the process of a contractual agreement with AFA for approval of development project involving the school and the PW building at 1841 Galleon Street. • **Sept 15, 2022.** Resolution approved by commission on a Development and Construction Agreement with AFA for the development of office space and community center facilities and five multi-purpose sports courts on the 48,000 square foot parcel at Galleon Street. **Status of Schedule & Work Accomplished** • Project to take 6 months for design completion. • **Nov 8, 2021**. Projected design phase is on hold until contract with AFA is approved by MDCPS. **Major Issues** • Project placed on paused due to the need for possible redesign pending approved contract with MDCPS and AFA. • Negotiation with MDCPS has not concluded.			

Capital Improvement Project (CIP) Update
(April 2023)

						Pending Items: • Village staff to meet with MDCPS personnel to determine next steps towards a project agreement. • Topographic and Geotechnical survey to be conducted on NE section of property. • Decision required on timeline to restart of project after stakeholders agreements are signed.			
15	**TREASURE ISLAND ROADWAY IMPROVEMENT PROJECT (RCP22-01)**	Design $220,913 Paid to date: $55,674.03 Construction: TBD CEI TBD	June 2021-Feb 2023 TBD TBD	Stantec TBD TBD	CITTB $220,913 CITTB *$2.1M CITTB	**Project Scope:** Roadway reconstruction, milling, repaving and landscaping elements. Design to provide for drainage, traffic control, traffic calming, pedestrian accessibility & landscaping elements. **Major Milestones** • Project is currently in design phase. • **June 8, 2021**. Approved given for designer to carry our redesign of paving, milling and resurfacing on TI, HI & landscape improvements of all three islands. • **June 25, 2021.** Project Kick-off. Design began. • **Nov 9, 2021**. New work order approved by commission. • **Dec 6, 2021**. Kick-off meeting for Project redesign with new scope held; project began. • **Jan 2022**. Traffic study to determine the need for speed humps has begun.	X		

						• **March 2022**. Traffic Study completed and submitted to Staff. • **May 10, 2022**. Design concept submitted to commission for review and discussion. • **July 7, 2022.** Town Hall held. TI residents provided significant feedback. • **Nov 2022**. Funding approved for the issuance of bond dollars to fund CIP Stormwater & Road Improvement projects **Status of Schedule & Work Accomplished** • Design concepts (30% plans) submitted at May 2022 commission. **Major Issues** • Project placed on hold until decision is made on scheduling of SWMP and road improvements CIPs. **Pending Items:** • Decision to be made on folding this project into a larger drainage and road improvement capital project. • Discussion on carrying out milling and resurfacing work prior to major drainage improvements.			
16	**VILLAGE HALL FACILITY (SAKURA LOT – 1335 79TH STREET**	Planning/Design $2,300,000	TBD	Wannemacher	CA/GO *$4,670,000/ $7,501,285	**Project Scope** The village hall building was demolished in 2013, and a replacement is required. A new			

	CAUSEWAY) – (CP23-04)	Construction TBD CEI TBD	TBD TBD	Jensen Architects TBD TBD	CA/GO CA/GO *Total $12,171,285	building will to be designed to include police/fire/Village hall. **Major Milestones** • Project is a planning stage. • **June 2020**. NBV & MDC signed MOU to construct complex using a private – public partnership option to fund planning, design, construction & construction administration. • **November 2020**. Used exception to permit civic uses on project site. • Preparation of RFP based on approved zoning changes (1st draft) • **Oct 14, 2021**. Geotechnical survey completed for site. • **Nov 2, 2021**. Resolution 2021-067 approved by commission for issuance of RFP for the development of a mixed use municipal complex. • Commission authorized issuance of RFP via Resolution. • RFP advertised on Demand Star and one response received. • Contract awarded to responsive and responsible bidder. • **March 8, 2023**. Approval of award to Wannemacher Jensen Architects for the design engineering services. • Project schedule provided	X		

					estimated for Dsgn, Cons & CEI, FY 23	**Status of Schedule & Work Accomplished** • Project is at the design phase. **Major Issues** None **Pending Items:** • Programming to completed • Schematic design to be approved • 30% design submitted to Village by July 23.			
17	**VILLAGE WIDE VULNERABILITY STUDY (SW23-01)**	Planning	TBD	BCC	RFP-FDEP $150,000 ARPA $75,000	**Project Scope**: To develop a Vulnerability Assessment and Adaptation Plan to serve as a framework for planning and redevelopment projects throughout the Village. The plan will consist of three parts: (1) a municipality-wide assessment focusing on the effects of sea level rise, flooding, and climate change impacts; (2) recommendations for Adaption Strategies consistent with the Village's Stormwater Master Plan, which will be conducted during FY2021-22; and, (3) resilience mapping. **Major Milestones** • Work Plan submitted to FDEP_DEO for grant of $150k requested from FDEP_DEO. Staff to provide work plan to agency. • WO approved Dec commission. • Work plan submitted to FDEP for approval.			

						• Approved contractual agreement obtained from FDEP. • **Mar 22, 2023**. Kick-off meeting held. • **April 28, 2023.** First technical Memorandum (TM1) presented to Village Staff for review and comments. **Status of Schedule & Work Accomplished** Data collection has commenced. **Major Issues** None **Pending Items:** • TM2 submission			
18	**VOGEL PARK MARINE FACILITY- (CP21-01D) & (CP23-05C)**	Planning $30,952.33 *$4,796 **$12,796.00 Design $133,467.00 ***$11,217.64 Construction Est. Project Cost: $400,000	Mar 2021 – Jan 2022 Jan 2022 – Aug 2022 TBD	EAC EAC TBD	FIND $48,544.33 FIND $100,000 Deadline: 9/30/2023 *FDEP-FRDAP $7,500 4/30/2023	**Project Scope:** Develop an assessment of the feasibility of a marine facility at Vogel Park to include a police boat dock and a kayak launch site for residential use. **Major Milestones** • Project is at the design phase. • **February 9, 2021**. Commission approved Resolution 2021-004 to accept consultant's proposal for conceptual design & assessments of requirements. • **March 9, 2021**. Project begun with bathymetric and geotechnical surveys. • **Nov 10, 2021**. Additional benthic resource & boundary surveys completed and report provided by consultant.		X	

		CEI Est. Project Cost: $40,000 direct payment to county for biological assessment	TBD	TBD	*FDEP-FRDAP $42,500 Deadline: 4/30/2023 FIND $300,000 Deadline 9/30/2023 NBV $7,500 *Funding from FDEP grant of $50,000	• **Nov 2, 2021**. Resolution 2021-065 approved for start of Design phase of project. • **Jan 2022**. Conceptual Design submitted to NBV. • **Jan 25, 2022**. Presentation of conceptual designs to joint NBV board. • **April 2022.** Development Plans submitted to Village. • **April 2022.** Permits submitted to FDEP, DERM & USACE. • **Sept 1, 2022**. Received USACE permit for dock construction. • **Sept 14, 2022**. USACE and DEP permit submitted to FIND to meet Sept 19th deadline to apply for construction funding. • Received waiver for DERM permit fee. • DERM's permit received. • **April 10, 2023.** 100% design plans submitted to Village for review. • April 30, 2023. FDEP deadline for design. and permitting. **Status of Schedule & Work Accomplished** • DERM's permit outstanding. **Major Issues** • DERM requires execution of restrictive covenant for use of dock.			

Capital Improvement Project (CIP) Update
(April 2023)

		**payments for additional surveys ***additional permit fees			**Find grant to be applied for FY22-23	**Pending Items:** • 100% design plans to be completed and approved NBV Building Dept. • Restrictive Covenant approved ay May commission meeting.			
19	**WASTEWATER PUMP STATION IMPROVEMENTS (SI21-01)**	Design $228,900 Bid Phase Construction $6,240,776 CEI/CA $227,503	Feb 2020-July 2020 Oct 2021-Feb 2022 April 2023-April 2024 April 2023-April 2024	Kimley Horn Kimley Horn Mancini & Sons KHA	SRL $228,900 N/A SRL $6,700,000 FDEP $500,000 Sewer Improvement Trust Fund $250,000 (see above)	**Project Scope:** Evaluating the existing wastewater pumping and control systems for improved performance and efficiency, evaluating the current wastewater system flow patterns, analyzing pump station capacities, reviewing pump station operation for connection to the Village's existing force main system, and replacing the existing pump station building on Galleon Street with a new submersible pump station for improved site development opportunities. **Major Milestones** • The project is 100% designed and permitted. • Currently at the bidding phase leading into construction. • **May 13, 2021**. Application to SRF FDEP for $2,200, 000 loan funding approved. • Resolution passed by NBV commission to borrow an amount not to exceed $2,264,400 from FDEP protection clean water state revolving fund, ratifying resolution No. 2021-015 adopted March 23rd.	X		

						• **Nov 30, 2021**. Conceptual Design report/memorandum delivered to NBV and approved. • **June 2022**. Received State Legislative Appropriation FY2023 of 500k for pump improvements. • **July 2022**. Decision made to re-advertise project. • Project re-advertised. • One bid received and to be awarded • **April 18, 2023**. WO for CEI provided by KHA approved at c omission meeting. • **April 18, 2023**. Construction contract awarded to Mancini & Sons. **Status of Schedule & Work Accomplished** • Pre-construction meeting is scheduled **Major Issues** • Securing additional funding for project. **Pending Items:** • Pre-construction meeting held 5/2/23			

Capital Improvement Project (CIP) Update
(April 2023)

20	**Urban Reforestation Project**	Construction/Installation Phase I $20,975.00	April 2023-Aug 2023	SFM	Miami-Dade/NBV $44,800.50/ $14,933.50	**Scope** Planting of large canopy trees to increase the percentage of tree cover in the Village specifically and in Miami-Dade County generally. **Major Milestones** • **Dec 27, 2022**. Funding approved for by Miami-Dade Neat Street Grant for tree planting on Hi and TI. Project to be completed by April 30, 2023. • **March 23, 2023**. Time Extension granted by county to complete project by Aug 2023. • **April 18, 2023.** WO approved for SFM to provide contractor services on planting **Status of Schedule & Work Accomplished** • Project is at construction phase **Major Issues** • MDCPS to approve planting of trees at TIES for Phase II. **Pending Items:** • Contractor provided NTP to carry out Phase I of tree planting project. • WO required from contractor for Phase II planting			

Capital Improvement Project (CIP) Update
(April 2023)

LEGEND

Priority Rankings

H: High- Projects are of the utmost importance because they are ongoing, urgent, represent critical work and/or have imminent grant or funding deadlines.

M: Medium-Projects, while important, are not as urgent as high-priority, and full funding may not be available.

L: Low- Projects are desirable but less time-sensitive than other CIP projects and reflect lower village priorities. May move into higher, priority categories if time and funding permit.

Others

BPAC: Bicycle and Pedestrian Advisory Committee

Funding Sources

CA: County Appropriation
CCF: Community Contribution Fees
CEI: Construction Engineering Inspection
CDBG-DR: Rebuild Florida-Community Dev Block Grant-Disaster Recovery
CIGP: County Incentive Grant Program
CITT: Citizens' Independent Transportation Trust
CITTB: CITT Bond
CP: Capital Funds
FDOTL: Florida Department of Transportation LAP Grant
FDOT: Florida Department of Transportation Grant
FIND: Florida Inland & Navigation District Grant
FRDAP: Fl. Recreation Department Assistance Program
GF: General Fund
GO: General Obligation Bond
IOD: Settlement Fees from the Isle of Dreams Project
LWCF: Land Water Conservation Fund
NSTG: Neat Streets Tree Grant
PNSTG: Potential Neat Streets Tree Grant
PSA: Pending State Appropriation
SRL: State Revolving Loan
TPO: Transportation Planning Organization
SA: State Appropriation
SM: Street Maintenance Funds
SWRI: Proposed Utility Rates Increase
SWO: Stormwater Ops. Fund
UNF: Unfunded
UO: Utility Operations
TR: Transportation Funds
UT: Utility Funds
LWCP: Land and Water Conservation Program

NORTH BAY VILLAGE
EST. 1945

Capital Improvement Project (CIP) Update
(April 2023)

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Leo Cosio,

SPONSORED BY:

SUBJECT: Federal Lobbyists' Update (April 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Federal Lobbyists' Update (April 2023).pdf

TO: **Ralph Rosado, PhD, AICP**
Village Manager, North Bay Village

FROM: **Jodi Bock Davidson**
Governmental Consultant, Rubin Turnbull & Associates
Omar, Franco
Governmental Consultant, Becker

CC: **Carla M. Gomez, Leo Cosio**

RE: **April 2023 Federal Lobbyist Update**

APPROPRIATIONS

Rep. Frederica Wilson has released her submissions of her Community Project Funding requests for the FY2024 Appropriations Bill.

Unfortunately, the North Bay Village request was not included as one of her fifteen submissions.

We have been briefed by her DC Congressional staff who said that it was a highly competitive selection process this year. Projects were selected, in part, if there was not a federal grant opportunity readily available to fund the project.

Their office is committed to ensuring that her district is very successful in the grant process and they have said they will assist the Village in any way to draw down federal grants. We also discussed working with her office over the summer to discuss the projects included in the Village's CIP, to get their assistance with a project for next year.

GRANTS

We facilitated a meeting with the Miami-Dade County Transportation Planning Organization (TPO) this month to discuss upcoming transportation-related grant opportunities. The TPO encouraged the Village to attend and make a formal presentation about NBV's transportation-related projects at their upcoming June 13th Bicycle Pedestrian Advisory Committee (BPAC) meeting. The BPAC reviews transportation plans and projects for non-motorized mobility and safety, provides a forum for the discussion of issues affecting bicyclists and pedestrians, and reports to the TPO Governing Board on bicycle and pedestrian-related issues. FDOT will be present at this meeting. The TRP staff suggested NBV's presentation be a 15-20 page power point presentation on all the Village's transportation priorities.

We recommend that the Village pursue the following grant opportunities:

USDOT FY23 Safe Streets and Roads for All Funding

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: We discussed this grant opportunity with the TPO, who advised the Village to apply for the grant on our own, and they would support our application for a Safety Action Plan.

SUMMARY: The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants. Funds for the fiscal year (FY) 2023 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micro-mobility users; motorists; and commercial vehicle operators.

DATES: Applications must be submitted by 5:00 PM EDT on Monday, July 10, 2023.

FY 2023 Rural and Small Department Violent Crime Reduction Program

Program Website: FY 2023 Rural and Small Department Violent Crime Reduction Program | Bureau of Justice Assistance (ojp.gov)
Funding: Approximately 36 awards of no more than $300,000 each for a thirty-six-month project period. There is no matching requirement.
Deadline: June 20, 2023

Program Summary:
With this solicitation, the Bureau of Justice Assistance (BJA) seeks to support small and rural agencies in their efforts to combat violent crime. This program will provide funding to small and/or rural agencies and/or to prosecutors who are interested in implementing or improving the capacity of their organization around one or more critical elements found in the Violent Crime Reductions Operations Guide. Strategies that include the purchase of technology are allowable and should be part of a comprehensive plan.

Eligible Applicants:
Eligibility Information This solicitation is limited to small law enforcement agencies, to include prosecutors, and agencies serving rural communities to include prosecutors serving rural communities or small departments. The following entities are eligible to apply for this funding opportunity:

(1) A small agency is any law enforcement agency with 250 or fewer sworn officers.

(2) A "rural agency," as defined under this initiative, is (a) an agency serving any area or community, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget or (b) any agency serving one or more rural census tracts.

Florida Small Cities Community Development Block Grant (CDBG) program
The FDEO announced the availability of funding for non-entitlement cities and towns under the Florida Small Cities Community Development Block Grant (CDBG) program. DEO will make Federal Fiscal Year (FFY) 2023 funding available for the Neighborhood Revitalization program areas (This is cycle 2 money).

ACTION: We encouraged the Village to connect with Ron Book, your state lobbyist, to engage in conversations with local legislators and the Florida Department of Economic Opportunity.

This is a **competitive** grant opportunity and not the formula grant. The program provides an excellent opportunity for communities to obtain funds for projects that they cannot otherwise afford. It can also provide administrative support for local governments that may not have the staffing resources necessary to administer their projects. Examples of CDBG-funded projects include:

- Water and Sewer Improvements
- Rehabilitation and Substandard Housing
- Street and Sidewalk Improvements
- Economic Development Activities that Create Jobs for Low-and Moderate-Income Persons
- Downtown Revitalization, including Facade Improvements, Streetscaping, and Underground Utilities
- Park Facilities and Community Centers; and
- Drainage/Stormwater Improvements

To be eligible for funding, an activity must meet one of the following National Objectives:

- Benefit to Low-and-Moderate-Income Persons-at least 51% of beneficiaries must be low-and-moderate income persons (total household income is at or below 80% of the area's median income)
- Elimination of Slum and Blight-eliminate conditions of slum and blight as defined by state law and identified by the unit of local government on a spot or area basis;
- Address an Urgent Need-the activity must alleviate a condition that poses a serious and immediate threat to those living in the area. The condition must have occurred within 18 months of application. The unit of local government must demonstrate that it is unable to finance the activity on its own and that other funding is not available.

U.S. Department of Transportation's Federal Highway Administration (FHWA) recently opened applications for the first round of the Bipartisan Infrastructure Law's Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program.

As part of the President's Investing in America agenda, the program will invest in projects to make the country's surface transportation system – including highways, public transportation, pedestrian facilities, ports, and intercity passenger rail – more resilient to the worsening impacts of climate change, while reducing long-term costs by minimizing demands for more expensive future maintenance and rebuilding. The program prioritizes innovative and collaborative approaches to risk reduction – including approaches that harness the power of nature to protect against flood, erosion, wave damage, and heat impacts.

By funding projects that improve resilience to natural hazards and climate change impacts, the PROTECT Discretionary Grant Program aims to reduce damage and disruption to the transportation system and improve the safety of the traveling public. Grant applicants at all levels of government – from local governments and Indian Tribes to State DOTs – are encouraged to apply for up to $848 million in discretionary grant funding, which comes on top of PROTECT formula funding that is already flowing to States.

The Notice of Funding Opportunity (NOFO) for Fiscal Years 2022 and 2023 is available here and will remain open for applicants through August 18, 2023.

Award Amounts: EPA expects selections will be made for each geographic area based on program need and vision including geographic factors, solar deployment potential factors, program design components and impacts, and other merit-based factors such as reduction in greenhouse gas intensity of the grid; impact to average low-income energy burden; the reach of the program across low-income and disadvantaged community population; quality and impact of program design; cost-effectiveness; timeline; a strategy to leverage existing federal, state, and local programs and subsidies to complement program deployment; program innovation; and other similar program design components, merit-based factors, and criteria.

Types of Applicants: Applicants must be states, Tribal governments, municipalities, or eligible nonprofit recipients, submitting applications either as individuals or as lead applicants in coalitions; applicants are permitted to participate in multiple applications within this competition, as well as across GGRF competitions.
Grant Activities: Grantees will use grant funds to expand existing low-income solar programs or design and deploy new Solar for All programs; grant funds may also be used for allowable program services and administration costs; additional details on allowable program costs will be released with the NOFO.

Types of Projects: Grantees will enable low-income and disadvantaged communities to deploy or benefit from residential rooftop and community solar photovoltaic (PV) projects, associated storage, and enabling upgrades.
Justice40: Grantees will be expected to ensure that, in line with the Justice40 Initiative, 40% of benefits from this competition flow to disadvantaged communities.

ITEM NO. 9.F

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Update (April 2023)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $3,550.00 in Code Enforcement fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Code Monthly Report April-2023.pdf
PD Report - 202300014494.pdf
PD Report - 202100014560.docx
PD Report - 202100017249.docx
2023-000-14560 incident report.pdf
2023-000-17249 incident report.pdf

	Code	Statistics	Nov-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #101	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #203	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #704	Operating/Advertising	Warning	11/2/2019		
7904 west Dr. #206	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #303	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. #111	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 914	Operating/Advertising	Warning	11/2/2019		
7904 West Dr. # 917	Operating/Advertising	Warning	11/2/2019		
7700 Miami View Dr.	Special Magistrate	SM Order	10/29/2019		$29,160.00
7939 East Dr. #15	Operating/BTR	Citation	11/4/2019		$1,100.00
7904 East Dr. #407	Operating/BTR	Citation	11/4/2018	$1,100.00	
7700 Beach View Dr.	Operating/noise	Citation	11/13/2019		$1,100.00
1365 Bay Ter.	Operating	Citation	11/13/2019		$1,000.00
7904 West Dr. #507	Operating/BTR	Citation	11/15/2019		$2,100.00
7525 W Treasure Dr.	Operating	Citation	11/18/2019		$1,100.00
7540 Mutiny Ave.	Operating	Citation	11/20/2019		$550.00
7904 West Dr. #916	Operating /BTR	Citation	11/22/2019		$1,100.00
				$1,100.00	$37,210.00

	Code	Statistics	Dec-19	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7904 West Dr. #216	Operating/Advertising	Citation	12/3/2019		$1,350.00
7904 West Dr. #1003	Operating/Advertising	Citation	11/29/2019		$1,100.00
7904 West Dr. #711	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #602	Operating/Advertising	Warning	12/5/2019		
7904 West Dr. #512	Operating/Advertising	Warning	12/5/2019		
7904 West Dr #115	Operating/Advertising	Warning	11/30/2019		
1830 S Treasure Dr. #211	Operating/Advertising	Citation	12/10/2019	$1,100.00	
7921 West Dr. #6	Operating/Advertising	Warning	11/25/2019		
7545 E Treasure Dr. #10H	Operating/Advertising	Warning	11/25/2019		
7501 E Treasure Dr. #6T	Operating/Advertising	Warning	11/25/2019		
7928 East Dr. #101	Operating/Advertising	Warning	11/25/2019		

7939 East Dr.#15	WWP	Citation	12/1/2019		$500.00
7545 E Treasure Dr. #6i	WWP	Citation	12/6/2019		$500.00
7545 W Treasure Dr.	Landscape	Citation	12/6/2019		$200.00
7904 West Dr. #515	WWP	Citation	12/9/2019		$500.00
7701 Beach View Dr.	Various	Citation	12/12/2019		$2,500.00
1625 Kennedy Cswy	MOT Permit	Citation	12/12/2019		$500.00
	Landscape	Citation	12/13/2019		$675.00
1665 Kennedy Cswy	Noise/Permit	Citation	12/27/2019		$400.00
7901 Hispanola Ave	Noise	Citation	12/27/2019		$300.00
1665 Kennedy Cswy	Noise	Citation	12/30/2019	$500.00	
				$1,600.00	$8,525.00

	Code	**Statistics**	**Jan-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1665 Kennedy Cswy	Noise/Permit	Citation	1/3/2020		$500.00
7940 West Dr.	Landscape	Citation	1/6/2020		$200.00
7900 Harbor Island #PH13	Operating/Advertising	Warning	1/6/2020		
7900 Harbor Island #PH17	Operating/Advertising	Warning	1/6/2020		
1865 Kennedy Cswy	WWP	Citation	1/9/2020	$500.00	
1401 Kennedy Cswy	WWP	Citation	1/4/2020	$200.00	
1401 Kennedy Cswy	WWP/Noise	Citation	1/11/2020	$500.00	
1550 S Treasure Dr.	WWP	Citation	1/11/2020	$200.00	
7904 West Dr. #1016	Special Magistrate	Order	1/13/2020		$2,000.00
1441 S Treasure Dr.	Special Magistrate	Order	1/16/2020		$400.00
1830 S Treasure Dr	Special Magistrate	Order	1/21/2020		$1,100.00
7509 Adventure Ave	Special Magistrate	Order	1/22/2020		$675.00
7711 Beach View Dr	WWP	Citation	1/23/2020		$500.00
7800 Beach View Dr	Trash	Citation	1/24/2020		$100.00
1865 Kennedy Cswy #3M	Noxious Odor	Citation	1/2/2020		$100.00
7504 Jewel Ave	WWP	Citation	1/2/2020		$500.00
1665 Kennedy Cswy	WWP	Citation	1/28/2020		$500.00
7904 West Dr. #115	Operating/Advertising	Citation	1/3/2020	$1,100.00	
7504 Adventure Ave	Operating/Advertising	Warning	1/6/2020		
1550 S Treasure Dr.	WWP	Citation	1/28/2020		$400.00
7900 Harbor Island #PH13	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7900 Harbor Island #PH17	Operating/Advertising	Citation	1/23/2020	$2,100.00	
7920 East Drive	Minimum Housing	Warning	1/13/2020		

7401 Miami View Dr	Landscape	Warning	1/13/2020		
				$6,700.00	$6,975.00
	Code	**Statistics**	**Feb-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1401 Kennedy Cswy	WWP/Noise	Citation	2/3/2020		$700.00
1550 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
7401 Beach View Dr	Derelict Trailer	Warning	2/7/2020		
7800 Hispanola Ave	WWP/Noise	Citation	2/5/2020		$700.00
7933 West Dr.	Building Parts	Warning	2/10/2020		
1865 Kennedy Cswy	WWP	Citation	2/3/2020		$500.00
1665 Kennedy Cswy	Blocking ROW	Warning	2/12/2020		
7920 West Dr	Dead Storage	Warning	2/7/2020		
Jewel /S.Treasure Dr	Dead Storage	Warning	2/11/2020		
7531 Miami View Dr	WWP	Citation	1/29/2020	$500.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/14/2020	$50.00	
1872 Kennedy Cswy	WWP	Citation	2/14/2020	$500.00	
7701 Coquina Dr	Landscape	Citation	2/21/2020	$500.00	
7711 Beach View Dr.	Operating/Advertising	Citation	2/19/2020	$1,100.00	
1665 Kennedy Cswy	Blocking ROW	Citation	2/19/2020	$50.00	
7552 Mutiny Ave	WWP	Citation	2/20/2020	$500.00	
1886 Kennedy Cswy	BTR	Warning	2/14/2020		
1888 Kennedy Cswy	BTR/Single use	Warning	2/14/2020		
1880 Kennedy Cswy	BTR	Warning	2/14/2020		
7810 Center Bay Dr	Landscape	Warning	2/19/2020		
7525 Buccaneer Ave	Fence	Warning	2/24/2020		
Adventure/S.Treasure Dr	Dead Storage	Warning	2/18/2020		
Galleon/E.Treasure Dr	Dead Storage	Warning	2/5/2020		
7934 West Dr	Knox Box	Warning	2/17/2020		
1625 Kennedy Cswy	Knox Box	Warning	2/17/2020		
1865 Kennedy Cswy	WWP	Citation	2/15/2020	$500.00	
1872 Kennedy Cswy	Trash	Citation	2/17/2020	$200.00	
1666 Kennedy Cswy	Minimum Housing	Warning	2/7/2020		
7525 W Treasure Dr	Operating/Advertising	Citation	2/28/2020		$2,100.00
1624 Kennedy Cswy	BTR	Warning	2/26/2020		
1630 Kennedy Cswy	BTR	Warning	2/27/2020		
7601 E Treasure Dr #4	BTR	Warning	2/27/2020		

7601 E Treasure Dr #20	BTR	Warning	2/27/2020		
				$3,900.00	$4,500.00
	Code	**Statistics**	**Mar-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1520 S. Treasure Dr	WWP	Citation	2/29/2020	$200.00	
1520 S. Treasure Dr	Noise	Citation	2/29/2020	$200.00	
7537 W. Treasure Dr	Operating/Advertising	Citation	3/3/2020		$1,100.00
7920 East Dr #14	WWP	Citation	3/4/2020		$200.00
1872 Kennedy Cswy	WWP	Citation	3/9/2020		$500.00
1872 Kennedy Cswy	Trash	Citation	3/9/2020		$200.00
7904 West Dr #808	WWP	Citation	3/9/2020	$500.00	
7525 Buccaneer Ave	WWP	Citation	3/7/2020	$200.00	
7525 Buccaneer Ave	Noise	Citation	3/7/2020	$200.00	
7900 Harbor Island Dr#517	Operating/Advertising	Warning	3/10/2020		
7508 Jewel Ave	Operating/Advertising	Warning	3/10/2020		
7904 West Dr #808	WWP	Citation	3/10/2020		$500.00
1665 79th Street CSWY	Graffiti	Warning	3/11/2020		
1580 79th St CSWY	Graffiti	Warning	3/11/2020		
1600 79th St CSWY	Graffiti	Warning	3/11/2020		
7904 West Dr #206	Special Magistrate	Order	3/9/2020		$1,500.00
7601 E. Treasure Dr #25	BTR	Warning	3/10/2020		
7601 E Treasure Dr #10	Trash	Warning	3/11/2020		
7601 E. Treasure Dr	Dumpster Regulations	Warning	3/11/2020		
7904 West Dr #112	WWP	Citation	3/12/2020	$500.00	
7544 Mutiny Ave	Operating/Advertising	Warning	3/12/2020		
7830 Miami View Dr	Operating/Advertising	Warning	3/12/2020		
7904 West Dr #303	Operating/advertising	Citation	3/12/2020	$1,100.00	
1550 Kennedy Cswy	BTR	Warning	3/12/2020		
1555 N.Treasure Dr #311	Operating/Advertising	Warning	3/12/2020		
1850 S. Treasure Dr	WWP	Citation	3/14/2020	$200.00	
1850 S. Treasure Dr	Noise	Citation	3/14/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	3/17/2020	$1,000.00	
7610 Center Bay Dr	BTR	Citation	3/17/2020	$100.00	
7525 W. Treasure Dr	Operating/Advertising	Citation	3/17/2020	$2,000.00	
7525 W. Treasure Dr	BTR	Citation	3/17/2020	$100.00	
7529 Bounty Ave	Building Maintenance	Warning	3/18/2020		

7410 Beach View Dr	Landscape/Pool	Warning	3/18/2020		
1400 Kennedy Cswy	Trash/Signs	Warning	3/18/2020		
Utility Contractor	Obstructing ROW	Citation	3/18/2020	$50.00	
7904 West Drive #604	Special Magistrate	Order	3/24/2020		$2,000.00
7929 West Dr	Knox Box	Warning	3/19/2020		
1401 Kennedy Cswy	Noise	Citation	3/26/2020	$200.00	
7508 Jewel Ave	Operating/Advertising	Citation	3/27/2020	$1,100.00	
7508 Jewel Ave	Emergency Order	Citation	3/27/2020	$250.00	
7601 E Treasure Dr	Emergency Order	Warning	3/30/2020		
Various	Emergency Order	Advisory	Various		
				$8,100.00	$6,000.00

	Code	**Statistics**	**Apr-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7508 E Treasure Dr	Trash	Warning	4/1/2020		
7917 West Dr	Bulk Trash	Warning	4/1/2020		
1850 S Treasure Dr	Noise	Citation	4/3/2020	$200.00	
1555 N Treasure Dr	ROW Violation	Warning	4/1/2020		
1850 S Treasure Dr	WWP	Citation	4/3/2020	$200.00	
7610 Center Bay Dr	Operating/Advertising	Citation	4/6/2020		$1,000.00
7610 Center Bay Dr	BTR	Citation	4/6/2020		$100.00
7900 Harbor Island Dr #521	BTR	Warning	4/1/2020		
7524 W Treasure Dr	Special Magistrate	Order	4/1/2020		$1,550.00
7553 Bounty Ave	Trash	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/7/2020		$500.00
7925 West Dr	Seawall	Warning	4/7/2020		
7925 West Dr	WWP	Citation	4/10/2020		$500.00
1850 S Treasure Dr	Noise	Citation	4/6/2020		$200.00
1850 S Treasure Dr	WWP	Citation	4/6/2020		$200.00
7601 E Treasure Dr #2119	Emergency Order	Citation	4/15/2020	$250.00	
7508 Jewel Ave	Operating/Advertising	Citation	4/16/2020	$2,000.00	
7508 Jewel Ave	BTR	Citation	4/16/2020	$100.00	
7508 Jewel Ave	Emergency Order	Citation	4/16/2020	$250.00	
7904 West Dr #1003	Operating/Advertising	Citation	4/17/2020	$2,000.00	
7904 West Dr #1003	BTR	Citation	4/17/2020	$100.00	
7904 West Dr #1003	Emergency Order	Citation	4/17/2020	$250.00	
7904 West Dr #1005	Emergency Order	Citation	4/17/2020	$250.00	

7536 W Treasure Dr	WWP	Citation	4/17/2020	$500.00	
7904 West Dr #1005	Operating/Advertising	Warning	4/17/2020		
7904 West Dr	WWP	Citation	4/20/2020	$500.00	
7601 E Treasure Dr #CU19	Emergency Order	Citation	4/21/2020	$250.00	
7508 Jewel Ave	Various	Citation	4/23/2020		$1,350.00
7508 Jewel Ave	Various	Citation	4/23/2020		$2,350.00
1880 S Treasure Dr #3A	WWP	Citation	4/23/2020	$500.00	
1480 S Treasure Dr	Trash	Warning	4/24/2020		
7517 Buccaneer Ave	Noise	Citation	4/25/2020	$200.00	
1860 Kennedy Cswy	Trash	Citation	4/27/2020	$200.00	
7911/7913 West Dr	Trash	Warning	4/24/2020		
(15) Lien Searches					
				$7,750.00	$7,750.00

	Code	**Statistics**	**May-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7525 W Treasure Dr	Operating/Advertising	Citation	4/3/2020		$2,100.00
7937 West Drive #F	Minimum Housing	Warning	4/30/2020		
7937 West Drive #F	Minimum Housing	Citation	5/1/2020	$250.00	
7517 Buccaneer Ave	Noise	Citation	5/6/2020		$200.00
7904 West Dr #1005	Emergency Order	Citation	5/6/2020		$250.00
7700 Miami View Dr	WWP	Citation	5/8/2020	$500.00	
7400 Beach View Dr	Landscape	Warning	5/4/2020		
7524 W Treasure Dr	Landscape	Warning	5/6/2020		
7700 Miami View Dr	WWP	Citation	5/8/2020		$500.00
1365 Bay Terrace	Noise	Citation	5/9/2020	$100.00	
7517 Hispanola Ave	Graffiti/Maintenance	Warning	5/7/2020		
7904 West Dr #115	Operating/Advertising	Warning	5/8/2020		
7904 West Dr #205	Operating/Advertising	Warning	5/8/2020		
7731 Coquina Dr	Operating/Advertising	Warning	58/2020		
1601 Kennedy Cswy	Graffiti	Warning	5/8/2020		
7401 Miami View Dr	Landscape	Warning	5/9/2020		
7623 Beach View Dr	Trash/Recycling	Citation	5/9/2020		
1755 Kennedy Cswy	Graffiti/Trash	Warning	5/11/2020		
7934 West Dr #1005	Operating/Advertising	Warning	5/13/2020		
1640 N Treasure Drive	Operating/Advertising	Warning	5/13/2020		
1540 S Treasure Dr	Landscape	Warning	5/13/2020		
7553 Adventure Ave	Landscape	Warning	5/13/2020		

7536 W Treasure Dr	WWP	Citation	5/13/2020		$500.00
7711 Beach View Dr	Operating/Advertising	Citation	5/14/2020	$2,000.00	
7711 Beach View Dr	BTR	Citation	5/14/2020	$100.00	
1440 S Treasure Dr	Landscape	Warning	5/14/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Warning	5/15/2020		
7557 Mutiny Ave	Operating/Advertising	Warning	5/15/2020		
7544 Adventure Ave	Operating/Advertising	Warning	5/16/2020		
7623 Beach View Dr	Trash	Citation	5/16/2020	$200.00	
7544 Adventure Ave	Property Maintenance	Warning	5/18/2020		
7926 East Drive	Noise	Citation	5/18/2020	$100.00	
7940 West Drive	Fence	Warning	5/20/2020		
1860 Kennedy Cswy	Trash	Citation	5/20/2020		$200.00
1401 Kennedy Cswy	WWP	Citation	5/22/2020	$500.00	
7904 West Drive #205	Operating/Advertising	Citation	5/23/2020	$1,000.00	
7904 West Drive #205	BTR	Citation	5/23/2020	$100.00	
1555 Kennedy Cswy	Fence	Warning	5/20/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	5/22/2020		
1880 Kennedy Cswy	Trash	Warning	5/27/2020		
7556 W Treasure Dr	Expired Permits	Citation	5/27/2020	$500.00	
1550 S Treasure Dr	Noise/WWP	Citation	5/27/2020		$1,100.00
7501 Adventure Ave	Landscape ROW	Warning	5/28/2020		
7601 E Treasure Dr	Emergency Order	Citation	5/28/2020		$250.00
Lien Searches (14)					
				$5,350.00	$5,100.00

	Code	**Statistics**	**Jun-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7510 Coquina Dr	Noise	Warning	5/28/2020		
7556 W Treasure Dr	Expired Permit	Citation	5/29/2020		$500.00
7904 West Drive	WWP	Citation	5/29/2020		$500.00
1540 S Treasure Dr	Trash	Warning	6/1/2020		
1819 Kennedy Cswy	Emergency Order	Citation	6/1/2020		$250.00
7521 W Treasure Dr	Permit	Warning	6/3/2020		
1801 S Treasure Dr	Trash	Warning	6/2/2020		
1865 Kennedy Cswy #10D	Noxious Odor	Warning	6/2/2020		
1401 Kennedy Cswy	WWP	Citation	6/4/2020		$500.00
7517 Hispanola Ave	Graffiti	Warning	6/2/2020		
1555 N Treasure Dr	Trash	Warning	6/4/2020		

1872 Kennedy Cswy	Trash	Warning	6/2/2020		
1570 S Treasure Dr	Trash	Warning	6/6/2020		
1555 Kennedy Cswy	Landscape ROW	Warning	6/8/2020		
7711 Beachview Dr	Trash	Warning	6/9/2020		
1900 S Treasure Drive	Trash	Warning	6/9/2020		
7525 Cutlass Ave	Landscape	Warning	6/9/2020		
Vacant Coquina Lot	Landscape	Warning	6/9/2020		
1725 Kennedy Cswy	Prohibited Sign	Warning	6/11/2020		
7556 W Treasure Dr	Special Magistrate	Order	6/15/2020		$325.00
7556 W Treasure Dr	WWP	Citation	6/12/2020		$500.00
7720 Miami View	Noise	Warning	6/8/2020		
1450 S Treasure Dr	Landscape	Warning	6/15/2020		
7810 Center Bay Dr	Landscape	Warning	6/15/2020		
1830 S Treasure Dr	Trash	Warning	6/15/2020		
7731 Coquina Dr	Operating/Advertising	Citation	6/12/2020	$1,000.00	
7731 Coquina Dr	BTR	Citation	6/12/2020	$100.00	
7731 Coquina Dr	Emergency Order	Citation	6/12/2020	$250.00	
1865 Kennedy Cswy #4J	WWP	Citation	6/12/2020	$500.00	
7904 West Drive #115	Operating/Advertising	Citation	6/11/2020	$1,000.00	
7904 West Drive #115	BTR	Citation	6/11/2020	$100.00	
7904 West Drive #115	Emergency Order	Citation	6/11/2020	$250.00	
7410 Center Bay Dr	WWP	Citation	6/12/2020		$300.00
1830 S Treasure Dr	Bulk Trash	Warning	6/15/2020		
1450 S Treasure Dr	Trash	Warning	6/15/2020		
7536 Mutiny Ave	Trash/Recycling	Warning	6/16/2020		
Kennedy Cswy/Harbor	Prohibited Sign	Removed	6/18/2020		
7917 West Drive	Bulk Trash	Warning	6/22/2020		
1865 Kennedy Cswy #4J	WWP	Citation	6/22/2020		$500.00
1800 Kennedy Cswy #A201	Minimum Housing	Warning	6/25/2020		
7929 West Drive	Bulk Trash	Warning	6/25/2020		
7911/7913 West Dr	Trash	Warning	6/25/2020		
1400 Kennedy Cswy	Fence	Warning	6/25/2020		
7904 West Drive #1003	Operating/Advertising	Citation	6/23/2020		$2,100.00
7525 E Treasure Dr	Special Magistrate	Order	6/24/2020		$1,000.00
1801 S Treasure Dr #329	Trash/Littering	Citation	6/26/2020	$250.00	
7711 Beachview Dr	Landscape/Trash	Warning	6/29/2020		
7510 Coquina Dr	Landscape/Trash	Warning	6/29/2020		
7532 W Treasure Dr	Trash	Warning	6/30/2020		
Lien Searches (32)					

				$3,450.00	$6,475.00
	Code	**Statistics**	**Jul-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Coquina Dr	Landscape	Warning	6/30/2020		
1900 E Treasure Dr #4C	Noise	Warning	6/30/2020		
East Drive	Vehicle Violation	Warning	7/1/2020		
7549 Bounty Ave	Landscape	Warning	7/2/2020		
7513 W Treasure Dr	Trash	Warning	7/2/2020		
7544 W Treasure Dr	Landscape	Warning	7/3/2020		
7505 Adventure Ave	Landscape	Warning	7/3/2020		
1620 N Treasure Dr	Landscape	Warning	7/3/2020		
7529 Hispanola Ave	Landscape	Warning	7/3/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
Galleon Street	Vehicle Violation	Warning	7/5/2020		
E Treasure Dr	Vehicle Violation	Warning	7/5/2020		
S Treasure Drive	Vehicle Violation	Warning	7/5/2020		
7517 Hispanola Ave	Special Magistrate	Order	7/6/2020		$20,000.00
7731 Coquina Dr	Operating/Advertising	Citation	7/6/2020		$1,000.00
7731 Coquina Dr	BTR	Citation	7/6/2020		$100.00
7731 Coquina Dr	Emergency Order	Citation	7/6/2020		$250.00
7918 West Drive	Trash	Warning	7/7/2020		
7810 Center Bay Dr	Landscape	Warning	7/7/2020		
7509 Adventure Ave	Blocking ROW	Warning	7/8/2020		
7904 West Dr #905	Special Magistrate	Order	7/7/2020		$2,175.00
1301 Bay Terrace	Bulk Trash	Warning	7/9/2020		
1365 Bay Terrace	Trash	Warning	7/9/2020		
8000 East Drive	WWP	Citation	7/10/2020	$500.00	
7904 West Drive #904	Emergency Order	Citation	7/11/2020	$250.00	
7904 West Drive #904	Operating/Advertising	Citation	7/11/2020	$2,000.00	
7904 West Drive #904	BTR	Citation	7/11/2020	$100.00	
7701 Beachview Dr	Emergency Order	Citation	7/11/2020	$250.00	
7548 W Treasure Dr	WWP	Citation	7/11/2020	$500.00	
1801 S Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Trash	Warning	7/13/2020		
7537 W Treasure Dr	Landscaping ROW	Warning	7/13/2020		

7911 East Drive	Derelict Vehicle	Warning	7/14/2020		
1872 Kennedy Causeway	Trash	Warning	7/15/2020		
1441 S Treasure Dr	Emergency Order	Citation	7/16/2020	$250.00	
Public Property	Derelict Vehicle	Warning	7/16/2020		
1450 S Treasure Dr	Operating/Advertising	Warning	7/18/2020		
1881 Kennedy Cswy #706	Operating/Advertising	Citation	7/18/2020	$1,000.00	
1881 Kennedy Cswy #706	BTR	Citation	7/18/2020	$100.00	
7934 West Drive #1005	Operating/Advertising	Citation	7/18/2020	$1,000.00	
7934 West Drive #1005	BTR	Citation	7/18/2020	$100.00	
1331 Bay Terrace	Special Magistrate	Order	7/20/2020		$2,500.00
1580 Kennedy Cswy	Landscape	Warning	7/21/2020		
7544 Mutiny Ave	Landscape	Warning	7/21/2020		
7801 Center Bay Dr	Open/Unsecured	Warning	7/27/2020		
7940 West Drive	Landscape	Warning	7/27/2020		
7931 East Drive	Derelict Vehicle	Warning	7/27/2020		
7931 East Drive	Vessel Violation	Warning	7/27/2020		
1860 S Treasure Dr	WWP	Citation	7/29/2020		$1,200.00
7801 Center Bay Dr	Open/Unsecured	Warning	7/29/2020		
7710 Coquina Dr	Bulk Trash	Warning	7/30/2020		
8000 East Drive	WWP	Citation	7/30/2020		$500.00
Various Locations	Weather Advisory	Warning	7/31/2020		
(27) Lien Searches					
				$6,050.00	$27,725.00

	Code	**Statistics**	**Aug-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1872 Kennedy Cswy	Bulk Trash	Warning	8/3/2020		
1725 Kennedy Cswy	Trash/Sign	Warning	8/3/2020		
7904 West Drive	Bulk Trash	Warning	8/3/2020		
1555 Kennedy Cswy	Sign	Warning	8/3/2020		
7711 Beachview Dr	WWP/Filming	Citation	8/3/2020	$500.00	
1666 Kennedy Cswy #610	WWP	Citation	8/4/2020	$500.00	
7540 Mutiny Ave	Bulk Trash	Warning	8/5/2020		
Adventure Ave/AtlanticBB	Blocking ROW	Warning	8/5/2020		
1801 S Treasure Dr #329	Littering	Warning	8/5/2020		
7556 W Treasure Dr	WWP	Citation	8/6/2020	$500.00	
1801 S Treasure Dr #329	Littering	Warning	8/6/2020		

1666 Kennedy Cswy #610	WWP	Citation	8/6/2020		$500.00
7711 Beachview Dr	Property Maintenance	Warning	8/6/2020		
1801 S Treasure Dr	Trash	Warning	8/10/2020		
7553 Cutlass Ave	Bulk Trash	Warning	8/10/2020		
7501 Adventure Ave	Landscaping / Sidewalk	Warning	8/11/2020		
Bounty / N Treasure Dr	Derelict Vehicle	Warning	8/11/2020		
7934 West Drive	Property Maintenance	Warning	8/11/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/12/2020		
7721 Beachview Dr	Bulk Trash	Warning	8/12/2020		
1820 E Treasure Dr #306A	WWP	Citation	8/13/2020	$500.00	
Galleon Street	Derelict Vehicle	Warning	8/13/2020		
7544 Adventure Ave	Derelict Vehicles	Warning	8/13/2020		
1441 S Treasure Dr	Emergency Order	Citation	8/14/2020	$250.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	8/17/2020	$200.00	
1801 S Treasure Dr #329	Littering	Citation	8/19/2020		$250.00
1681 Kennedy Causeway	Blocking ROW	Citation	8/19/2020	$200.00	
7556 W Treasure Dr	WWP	Citation	8/19/2020		$500.00
7910 Harbor Island #1111	Minimum Housing	Warning	8/15/2020		
7511 Center Bay Dr	Landscaping	Warning	8/15/2020		
7517 Adventure Ave	Noise	Citation	8/15/2020	$200.00	
1860 S Treasure Drive	WWP	Citation	8/21/2020		$900.00
7904 West Drive #404	Emergency Order	Citation	8/19/2020	$250.00	
7920 East Drive #16	WWP	Citation	8/20/2020	$500.00	
7501 E Treasure Drive	Noise	Warning	8/20/2020		
7904 West Drive #404	Property Maintenance	Warning	8/20/2020		
7904 West Drive #CU-12	BTR	Warning	8/20/2020		
Various Locations	Weather Advisory	Warning	8/21/2020		
7920 West Drive	Bulk Trash	Warning	8/18/2020		
7548 W Treasure Dr	Noise	Warning	8/19/2020		
N Treasure Dr & Adventure	Prohibited Sign	Removed	8/20/2020		
7821 Coquina Dr	WWP	Warning	8/20/2020		
7801 Miami View Dr	Special Magistrate	Order	8/26/2020		$1,200.00
1820 E Treasure Dr #306A	WWP	Citation	8/27/2020		$500.00
7917 West Drive	Trash	Warning	8/26/2020		
7552 Adventure Ave	Bulk Trash	Warning	8/25/2020		
1365 Bay Terrace	Bulk Trash	Warning	8/26/2020		
7537 Adventure Ave	Bulk Trash	Warning	8/26/2020		
(28) Lien Searches					

				$3,800.00	$3,850.00
	Code	**Statistics**	**Sep-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1441 S treasure Dr	Trash Cans	Citation	8/29/2020	$50.00	
1441 S treasure Dr	Landscaping	Warning	8/29/2020		
7904 West Drive #708	Operating/Advertising	Warning	8/29/2020		
7720 Center Bay Dr	Operating/Advertising	Warning	8/29/2020		
7801 Center Bay Dr	Trash	Warning	9/1/2020		
7904 West Drive #214	Special Magistrate	Order	9/2/2020		$4,500.00
7801 Beachview Dr	Landscaping	Warning	9/3/2020		
7904 West Drive #602	Special Magistrate	Order	9/3/2020		$3,000.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
1900 S Treasure Dr	Illicit Discharge	Citation	9/4/2020		$200.00
7917 Adventure Ave	Noise	Warning	9/2/2020		
8020 East Drive #215	WWP	Citation	9/4/2020	$500.00	
7821 Beachview Dr	Noise	Citation	9/5/2020	$200.00	
7525 Buccaneer Ave	Noise	Warning	9/5/2020		
1881 Kennedy Cswy	Noise	Citation	9/5/2020	$200.00	
7904 West Drive #810	Operating/Advertising	Citation	9/5/2020	$1,000.00	
7904 West Drive #810	BTR	Citation	9/5/2020	$100.00	
7920 East Drive #16	WWP	Citation	9/8/2020		$500.00
7530 Miamiview Dr	Trash	Warning	9/8/2020		
1701 N Treasure Dr #6	Landscaping	Warning	9/8/2020		
1365 Bay Terrace	Special Magistrate	Order	9/10/2020		$7,000.00
1865 Kennedy Cswy #6k	WWP	Citation	9/10/2020	$500.00	
1441 S treasure Dr	Landscaping	Citation	9/12/2020	$200.00	
7904 West Drive #512	Special Magistrate	Order	9/11/2020		$3,500.00
7623 Beachview Drive	Emergency Order	Citation	9/14/2020	$250.00	
7421 Coquina Drive	Bulk trash	Warning	9/14/2020		
1701 S Treasure Drive	Bulk trash	Warning	9/14/2020		
Folio # 23-3209-014-0190	Trash	Warning	9/14/2020		
7623 Beachview Drive	Emergency Order	Citation	9/15/2020	$250.00	
1700 Kennedy Cswy #110	BTR	Warning	9/12/2020		
1872 Kennedy Cswy	WWP	Citation	9/16/2020		$500.00
7421 Center Bay Dr	Noise	Warning	9/12/2020		
1900 S Treasure Dr	Noise	Warning	9/18/2020		

7508 Bounty Ave	Landscaping	Warning	9/19/2020		
1701 N Treasure Dr #6	Landscaping	Citation	9/19/2020	$200.00	
7508 Adventure Ave	Landscaping	Warning	9/19/2020		
1666 Kennedy Cswy	Noise	Citation	9/19/2020	$200.00	
1666 Kennedy Cswy	WWP	Citation	9/19/2020	$500.00	
7553 Adventure Ave	Bulk trash	Warning	9/21/2020		
8000 West Drive	Bulk trash	Warning	9/21/2020		
7623 Beachview Drive	Trash	Citation	9/17/2020		$200.00
7540 W Treasure Dr	Trash/Debris	Warning	9/22/2020		
1865 Kennedy Cswy #PHN	Special Magistrate	Order	9/24/2020		$3,000.00
7937 West Drive	Minimum Housing	Citation	9/23/2020		$250.00
1881 Kennedy Cswy	Noise	Citation	9/21/2020		$200.00
7904 West Drive #CU12	BTR	Citation	9/24/2020	$100.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
1900 S Treasure Dr	Illicit Discharge	Citation	9/25/2020	$200.00	
7544 W Treasure Dr	WWP	Citation	9/25/2020	$500.00	
1441 S treasure Dr	Emergency Order	Citation	9/25/2020	$250.00	
7720 Miami View Dr	WWP	Citation	9/26/2020	$500.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020	$250.00	
7623 Beachview Drive	Emergency Order	Citation	9/24/2020		$250.00
7525 Buccaneer Ave	Noise	Citation	9/29/2020		$200.00
1520 S Treasure Drive	Noise	Citation	9/29/2020		$200.00
(53) Lien Searches					
				$6,150.00	$23,700.00

	Code	**Statistics**	**Oct-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7623 Beachview Dr	WWP	Citation	10/3/2020	$500.00	
7701 Beachview Dr	Emergency Order	Citation	10/1/2020		$250.00
7623 Beachview Dr	Noise	Citation	10/3/2020	$200.00	
7918 West Drive	Fence	Warning	10/3/2020		
7545 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	Bulk Trash	Warning	10/3/2020		
7541 Bounty Ave	WWP	Citation	10/3/2020	$500.00	
7544 Adventure Ave	Derelict Vehicle	Warning	10/5/2020		
1750 S Treasure Dr	WWP	Citation	10/5/2020	$500.00	

7536 W Treasure Dr	WWP	Citation	10/6/2020	$500.00	
7536 W Treasure Dr	Operating/Advertising	Warning	10/6/2020		
7623 Beachview Dr	Emergency Order	Citation	10/6/2020		$250.00
7904 West Drive #810	Special Magistrate	Order	10/7/2020		$587.00
7541 Cutlass Ave	WWP	Citation	10/7/2020	$500.00	
1550 Kennedy Cswy	Special Magistrate	Order	10/7/2020		$5,525.00
7623 Beachview Dr	WWP	Citation	10/8/2020	$500.00	
7532 Buccaneer Ave	Blocking ROW	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Warning	10/9/2020		
7800 Beachview Dr	Trash Cans	Warning	10/9/2020		
7711 Beachview Dr	Trash Cans	Citation	10/10/2020	$200.00	
7904 West Drive #614	WWP	Citation	10/10/2020	$500.00	
7810 Coquina Dr	WWP	Citation	10/10/2020	$500.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7810 Coquina Dr	Landscape	Warning	10/8/2020		
7504 Buccaneer Ave	Noise	Citation	10/10/2020	$100.00	
7800 Beachview Dr	Noise	Citation	10/12/2020	$100.00	
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7623 Beachview Dr	Noise	Citation	10/12/2020		$200.00
7623 Beachview Dr	WWP	Citation	10/12/2020		$500.00
7904 West Drive #CU12	WWP	Citation	10/14/2020	$500.00	
7810 Beachview Dr	Operating/Advertising	Warning	10/13/2020		
7504 Buccaneer Ave	Noise	Citation	10/14/2020		$100.00
1580 Kennedy Cswy	40 Year	Citation	10/15/2020	$500.00	
7505 W Treasure Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/16/2020	$200.00	
7510 Coquina Dr	WWP	Citation	10/16/2020	$500.00	
1441 S Treasure Dr	Trash Cans	Citation	10/17/2020	$200.00	
1440 S Treasure Dr	Noise	Warning	10/17/2020		
7810 Coquina Dr	WWP	Citation	10/19/2020		$500.00
1770 Kennedy Cswy #303	WWP	Citation	10/19/2020	$500.00	
7904 West Drive #515	Special Magistrate	Order	10/16/2020		$3,000.00
7541 Cutlass Ave	WWP	Citation	10/20/2020		$500.00
7504 Buccaneer Ave	Noise	Citation	10/20/2020		$250.00
1801 S Treasure Dr	Landscape ROW	Warning	10/20/2020		
1657 N Treasure Dr	Landscape ROW	Warning	10/21/2020		
7517 Adventure Ave	Landscape ROW	Warning	10/21/2020		
1620 N Treasure Dr	Landscape ROW	Warning	10/22/2020		
7537 W Treasure Dr	Landscape ROW	Warning	10/22/2020		

1580 Kennedy Cswy	40 Year	Citation	10/23/2020		$500.00
7552 Mutiny Ave	Special Magistrate	Order	10/26/2020		$3,000.00
7510 Center Bay	Trash/Landscape	Warning	10/26/2020		
7512 Adventure/TECO	WWP	Citation	10/26/2020	$500.00	
7541 Bounty Ave	WWP	Citation	10/26/2020		$500.00
Hispanola/N Treasure	Derelict Vehicle	Warning	10/27/2020		
1801 S Treasure Dr	Bulk Trash	Warning	10/29/2020		
7524 W Treasure Dr	Fence	Warning	10/29/2020		
1630 S Treasure Dr	Landscape	Warning	10/31/2020		
7532 Hispanola Ave	Landscape	Warning	10/31/2020		
7505 Cutlass Ave	Landscape	Warning	10/31/2020		
(37) Lien Searches					
				$8,100.00	$16,162.00

	Code	**Statistics**	**Nov-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7544 W Treasure Dr	Bulk Trash	Warning	11/2/2020		
1750 S Treasure Dr	WWP	Citation	10/10/2020		$500.00
7800 Beachview Dr	Noise	Citation	10/21/2020		$100.00
7536 W Treasure Dr	WWP	Citation	10/19/2020		$500.00
7623 Miamiview Dr	WWP	Citation	10/30/2020		$500.00
7501 Miamiview Dr	Building Violation	Warning	11/2/2020		
7811 Miamiview Dr	Building/Various	Warning	11/2/2020		
7801 Centerbay Dr	Open/Unsecure	Warning	11/2/2020		
7711 Beachview Dr	Noise	Warning	11/2/2020		
7810 Beachview Dr	Operating/Advertising	Citation	11/3/2020	$1,000.00	
7810 Beachview Dr	BTR	Citation	11/3/2020	$100.00	
1570 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1872 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1888 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1524 Kennedy Cswy	Single-Use	Warning	11/4/2020		
1345 Kennedy Cswy	Single-Use	Warning	11/3/2020		
1725 Kennedy Cswy	Prohibited signs	Warning	11/5/2020		
1601 Kennedy Cswy	Prohibited signs	Warning	11/6/2020		
1830 S Treasure Dr	WWP	Citation	11/7/2020	$500.00	

1650 S Treasure Dr	Vessel violation	Warning	11/10/2020		
7505 Bounty Ave	Trash	Warning	11/10/2020		
1801 S Treasure Dr	Trash	Warning	11/10/2020		
7934 West Drive	Bulk trash	Warning	11/11/2020		
1600 Kennedy Cswy	Property Maintenance	Warning	11/11/2020		
1735 N Treasure Dr	Blocking ROW	Warning	11/11/2020		
1755 Kennedy Cswy	Prohibited signs	Warning	11/11/2020		
7553 Bounty Ave	Storage	Warning	11/11/2020		
7540 W Treasure Dr	Fence	Warning	11/12/2020		
7540 W Treasure Dr	Landscape	Warning	11/12/2020		
1801 S Treasure Dr	Property Maintenance	Warning	11/12/2020		
7524 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7520 Buccaneer Ave	Bulk Trash	Warning	11/12/2020		
7904 West Drive #216	Special Magistrate	Order	11/13/2020		$2,425.00
7520 West Drive	Illicit Discharge	Reported	11/13/2020		
1508 Kennedy Cswy	Prohibited signs	Warning	11/17/2020		
7600 Miamiview Dr	Bulk Trash	Warning	11/18/2020		
7501 E Treasure Dr	Trash	Warning	11/19/2020		
7508 Mutiny Ave	Vessel violation	Warning	11/17/2020		
1770 Kennedy Cswy #D303	WWP	Citation	11/17/2020		$500.00
1365 Bay Terrace	Trash	Warning	11/23/2020		
Adventure & NTD	Trash	Warning	11/22/2020		
1600 Kennedy Cswy	Shopping cart	Warning	11/22/2020		
1365 Bay Terrace	Blocking ROW	Warning	11/24/2020		
7910 West Drive	Minimum Housing	Warning	11/30/2020		
1801 S Treasure Dr	Bulk trash	Warning	11/30/2020		
7505 Bounty Ave	WWP	Citation	11/30/2020	$500.00	
(21) Lien Searches					
				$2,100.00	$4,525.00

	Code	**Statistics**	**Dec-20**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7531 Miamiview Dr	WWP	Citation	10/23/2020		$500.00
7544 W Treasure Dr	WWP	Citation	11/18/2020		$500.00
Various Locations (TECO)	WWP	Citation	12/1/2020		$500.00
7600 Beachview Dr	Landscape	Warning	12/1/2020		

7510 Coquina Dr	Landscape	Warning	12/1/2020		
7431 Coquina Dr	Landscape/House #'s	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Warning	12/1/2020		
7545 Cutlass Ave	Trash Cans	Warning	12/1/2020		
7800 Beachview Dr	Trash Cans	Citation	12/2/2020	$200.00	
1365 Bay Terrace	WWP	Citation	12/3/2020	$500.00	
7528 Hispanola Ave	Operating/Advertising	Warning	12/4/2020		
7540 W Treasure Dr	Stagnant water	Warning	12/4/2020		
1801 S Treasure Dr	Bulk Trash	Warning	12/8/2020		
1580 Kennedy Cswy	WWP	Citation	12/8/2020	$500.00	
1820 S Treasure Dr #406	WWP	Citation	12/8/2020	$500.00	
7510 Coquina Dr	WWP	Citation	12/9/2020		$500.00
1580 Kennedy Cswy	WWP	Citation	12/10/2020		$500.00
7910 West Drive	Minimum Housing	Warning	12/7/2020		
7925 West Drive	Property Maintenance	Warning	12/7/2020		
7800 Beachview Dr	Trash Cans	Citation	12/16/2020		$200.00
1400 Kennedy Cswy	Prohibited Signs	Removed	12/14/2020		
1555 N Treasure Dr	WWP	Citation	12/15/2020	$500.00	
1900 S Treasure Drive	Light Pole Damaged	Reported	12/15/2020		
1900 S Treasure Drive #4C	Noise	Warning	12/16/2020		
7505 Bounty Ave	WWP	Citation	12/17/2020		$500.00
1900 S Treasure Dr #4C	Noise	Warning	12/19/2020		
7904 West Drive #101	Special Magistrate	Order	12/18/2020		$1,500.00
Mutiny/S Treasure Drive	Derelict Vehicle	Warning	12/16/2020		
7900 HarborIsland Dr #PH17	Special Magistrate	Order	12/11/2020		$100.00
7533 Bounty Ave	WWP	Citation	12/23/2020	$500.00	
Bounty Avenue	Derelict Vehicle	Warning	12/23/2020		
1670 S Treasure Dr	Bulk Trash	Warning	12/23/2020		
7810 Center Bay Dr	Noise	Warning	12/26/2020		
7711 Miamiview Dr	Noise	Warning	12/26/2020		
Buccaneer/S Treasure Dr	Derelict Vehicle	Warning	12/28/2020		
1820 S Treasure Dr #406	WWP	Citation	12/28/2020		$500.00
7505 Cutlass Ave	WWP	Citation	12/30/2020	$500.00	
7548 W Treasure Dr	Special Magistrate	Order	12/30/2020		$5,585.00
(48) Lien Searches					
				$3,200.00	$10,885.00

	Code	**Statistics**	**Jan-21**	**$**	**$**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7410 Miamiview Dr	Property Maintenance	Warning	1/4/2021		
1880 Kennedy Cswy / FPL	Property Maintenance	Warning	1/4/2021		
1365 Bay Terrace	Derelict Trailer	Warning	1/4/2021		
1735 N Treasure Drive	Property Maintenance	Warning	1/5/2021		
7917 West Drive	Bulk Trash	Warning	1/5/2021		
7925 West Drive	Bulk Trash	Warning	1/5/2021		
7505 Mutiny Ave	WWP	Citation	1/8/2021	$500.00	
1735 N Treasure Drive	Noise	Citation	1/9/2021	$200.00	
7533 Bounty Ave	WWP	Citation	1/11/2021		$500.00
Jewel / S Treasure Drive	Derelict Vehicle	Warning	1/11/2021		
1735 N Treasure Drive	Noise	Citation	1/12/2021		$200.00
7501 Adventure Ave	Landscape / ROW	Warning	1/12/2021		
7544 Buccaneer Ave	WWP	Citation	1/13/2021	$500.00	
7520 W Treasure Drive	Noise	Citation	1/13/2021	$200.00	
7710 Beachview Drive	WWP	Citation	1/13/2021	$500.00	
7544 Buccaneer Ave	WWP	Citation	1/14/2021		$500.00
1401 Kennedy Cswy	Property Maintenance	Warning	1/14/2021		
7821 Beachview Drive	Noise	Citation	1/16/2021	$200.00	
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/20/2021		
7520 W Treasure Drive	Noise	Citation	1/20/2021		$200.00
7711 Beachview Drive	Special Magistrate	Order	1/20/2021		$2,175.00
Harbor Island ROW	Commercial Vehicle	Citation	1/20/2021		$100.00
7900 HarborIsland Dr #1123	Noise	Citation	1/20/2021		$100.00
7505 W Treasure Drive	WWP	Citation	1/20/2021		$500.00
7601 E Treasure Dr #1512	WWP	Citation	1/22/2021	$500.00	
7623 Beachview Drive	Noise	Citation	1/23/2021	$200.00	
1359 Bay Terrace	Noise	Citation	1/23/2021	$200.00	
1441 S Treasure Dr	Special Magistrate	Order	1/22/2021		$500.00
1865 Kennedy Cswy #3M	Noise	Warning	1/21/2021		
7556 W Treasure Dr	Noise	Citation	1/25/2021	$200.00	
7556 W Treasure Dr	Operating/Advertising	Warning	1/25/2021		
7545 Bounty Ave	Dead Storage	Warning	1/26/2021		
Cutlass / S Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Adventure / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
Hispanola / N Treasure Dr	Prohibited Sign	Removed	1/28/2021		
1480 S Treasure Drive	Landscape	Warning	1/29/2021		
7505 W Treasure Drive	Trash/Debris	Warning	1/28/2021		

7505 Buccaneer Ave	Bulk Trash	Warning	1/29/2021		
7509 Adventure Ave	Noise	Citation	1/30/2021	$200.00	
(38) Lien Searches					
				$3,400.00	$4,775.00

	Code	**Statistics**	**Feb-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7549 Adventure Ave	WWP	Citation	2/1/2021	$500.00	
7801 Center Bay Drive	Landscape/Trash	Warning	2/1/2021		
7918 West Drive	Fence	Warning	2/1/2021		
7510 Center Bay Drive	Fence	Warning	2/1/2021		
7810 Coquina Drive	Special Magistrate	Order	2/1/2021		$3,000.00
7505 Mutiny Ave	WWP	Citation	2/2/2021		$500.00
1440 S Treasure Drive	WWP	Citation	2/2/2021	$500.00	
7900 HarborIsland Dr #PH17	Special Magistrate	Order	2/2/2021		$1,400.00
7560 W Treasure Drive	Property Maintenance	Warning	2/2/2021		
7549 Adventure Ave	WWP	Citation	2/2/2021		$500.00
7904 West Drive #CU12	Special Magistrate	Order	2/2/2021		$670.00
7939 East Drive	Property Maintenance	Warning	2/3/2021		
7710 Beachview Drive	WWP	Citation	2/4/2021		$500.00
Adventure / S Treasure Dr	Prohibited sign	Removed	2/3/2021		
7556 W Treasure Drive	Noise	Citation	2/8/2021		$200.00
7509 Adventure Ave	Noise	Citation	2/8/2021		$200.00
S Treasure Dr / Buccaneer	Commercial Vehicle	Warning	2/9/2021		
1600 Kennedy Causeway	Dumpster Enclosure	Warning	2/10/2021		
7915 East Drive (ROW)	Derelict Vehicle	Warning	2/11/2021		
7536 Bounty Ave	Bulk Trash	Warning	2/11/2021		
7623 Beachview Drive	Noise	Citation	2/12/2021		$200.00
1872 Kennedy Cswy	Special Magistrate	Order	2/12/2021		$3,000.00
79 Street Pkwy (ROW)	WWP	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7926 East Drive	Operating/Advertising	Warning	2/15/2021		
7935 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7920 East Drive (ROW)	Derelict Vehicle	Warning	2/15/2021		
7720 Coquina Drive	Bulk Trash	Warning	2/15/2021		
7540 W Treasure Drive	Landscape	Warning	2/16/2021		

7421 Miamiview Drive	Obstructing ROW	Warning	2/16/2021		
7701 Beachview Drive	Trash	Warning	2/16/2021		
1480 S Treasure Drive	Landscape	Citation	2/17/2021	$200.00	
7524 W Treasure Drive	Open / Unsecure	Warning	2/18/2021		
7505 Adventure Ave	Trash	Warning	2/18/2021		
7601 E Treasure Drive	Property Maintenance	Warning	2/18/2021		
7525 E treasure Dr #614	Noxious Odor	Warning	2/20/2021		
7601 E Treasure Drive	Noise	Warning	2/19/2021		
7601 E Treasure Dr #403	Noise	Warning	2/22/2021		
7904 West Drive #512	WWP	Citation	2/23/2021	$500.00	
1359 Bay Terrace	Noise	Citation	2/23/2021		$200.00
7700 Beachview Drive	Bulk trash	Warning	2/24/2021		
7524 Buccaneer Ave	WWP	Citation	2/25/2021	$500.00	
1400 Kennedy Cswy	Noise	Citation	2/27/2021	$200.00	
(42) Lien Searches					
				$2,400.00	$10,370.00

	Code	**Statistics**	**Mar-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7521 Buccaneer Ave	Blocking ROW	Warning	3/1/2021		
7540 Bounty Ave	Property Maintenance	Warning	3/1/2021		
7600 Beachview Drive	Landscape	Warning	3/1/2021		
1440 S Treasure Drive	WWP	Citation	3/1/2021		$500.00
1665 Kennedy Cswy	Trash	Warning	3/2/2021		
1900 S Treasure Drive	Trash	Citation	3/2/2021	$200.00	
7924 East Drive #203	Animal Violations	Warning	3/2/2021		
7524 Buccaneer Ave	WWP	Citation	3/2/2021		$500.00
7810 Beachview Drive	Special Magistrate	Order	3/3/2021		$587.50
7501 Center Bay Drive	Trash	Warning	3/4/2021		
7510 Coquina Drive	Landscape/Trash	Warning	3/4/2021		
7811 Miamiview Drive	Expired Permits	Citation	3/4/2021	$500.00	
7811 Miamiview Drive	Shutters	Citation	3/4/2021	$250.00	
7540 E Treasure Drive	Noise	Warning	3/5/2021		
7500 Center Bay Drive	Noise	Warning	3/6/2021		
7552 Adventure Ave	Blocking ROW	Warning	3/8/2021		
7623 Beachview Drive	Trash	Warning	3/8/2021		

7520 Miami view Drive	WWP	Citation	3/8/2021	$500.00	
7510 Coquina Drive	Landscape	Citation	3/9/2021	$200.00	
7505 Bounty Ave	Landscape	Warning	3/9/2021		
7553 Bounty Ave	Landscape/Trash/BTR	Warning	3/9/2021		
7520 Miamiview Drive	WWP	Citation	3/10/2021		$500.00
7904 West Drive #512	WWP	Citation	3/10/2021		$500.00
N Treasure Dr. / Buccaneer	Derelict Vehicle	Warning	3/11/2021		
7525 Buccaneer Ave	Bulk Trash	Warning	3/12/2021		
7540 W Treasure Drive	Noise	Citation	3/13/2021	$200.00	
7516 W Treasure Drive	WWP	Citation	3/13/2021	$500.00	
7611 Coquina Drive	Noise	Citation	3/13/2021	$200.00	
7520 Miami view Drive	Noise	Warning	3/13/2021		
7541 W treasure Drive	Noise	Warning	3/15/2021		
1441 S Treasure Drive	Special Magistrate	Order	3/15/2021		$1,200.00
7505 Mutiny Ave	Special Magistrate	Order	3/15/2021		$1,000.00
1900 S Treasure Drive (lot)	Trash	Warning	3/15/2021		
1620 N Treasure Drive	lk Trash/Property Maintenar	Warning	3/15/2021		
7501 E Treasure Drive #7A	Minimum Housing	Warning	3/15/2021		
1400 Kennedy Cswy	Noise	Citation	3/15/2021		$200.00
1601 Kennedy Cswy	Various	Warning	3/16/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/17/2021	$1,000.00	
7532 Hispanola Ave	BTR	Citation	3/17/2021	$100.00	
7601 E Treasure Drive	Trash	Warning	3/17/2021		
7904 West Drive #614	WWP	Citation	3/18/2021		$500.00
7401 Beachview Drive	Trash	Warning	3/18/2021		
23-3209-008-1210	Special Magistrate	Order	3/18/2021		$7,000.00
7505 Adventure Ave	Operating/Advertising	Warning	3/18/2021		
7536 W Treasure Drive	Special Magistrate	Order	3/19/2021		$3,000.00
1880 Kennedy Cswy	BTR	Warning	3/20/2021		
1440 S Treasure Drive	Landscape	Warning	3/20/2021		
7537 Adventure Ave	WWP	Citation	3/20/2021	$500.00	
7921 West Drive	Property Maintenance	Warning	3/22/2021		
7532 Hispanola Ave	Operating/Advertising	Citation	3/22/2021		$1,000.00
7532 Hispanola Ave	BTR	Citation	3/22/2021		$100.00
1555 N Treasure Drive	Special Magistrate	Order	3/22/2021		$1,500.00
1801 S Treasure Drive	Blocking ROW	Warning	3/23/2021		
7510 Coquina Drive	Special Magistrate	Order	3/23/2021		$4,400.00
7548 Hispanola Ave	Trash	Warning	3/24/2021		
1900 S Treasure Drive	Trash	Citation	3/25/2021		$200.00

7516 W Treasure Drive	WWP	Citation	3/25/2021		$500.00
7611 Coquina Drive	Noise	Citation	3/26/2021		$200.00
7621 Beachview Drive	Noise	Citation	3/26/2021		$200.00
1600 Kennedy Cswy	Trash	Warning	3/26/2021		
7720 Center Bay Drive	Trash Cans	Warning	3/26/2021		
1500 N Treasure Drive	Noise	Warning	3/27/2021		
7552 Adventure Ave	WWP	Citation	3/27/2021	$500.00	
7920 E Treasure Drive	Special Magistrate	Order	3/29/2021		$1,500.00
1600 Kennedy Cswy	Trash	Warning	3/29/2021		
7510 Coquina Drive	Bulk Trash	Warning	3/30/2021		
(41) Lien Searches					
				$4,650.00	$25,087.50

	Code	**Statistics**	**Apr-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7601 E Treasure Drive	Bulk Trash	Warning	4/1/2021		
7501 E Treasure Drive	Bulk Trash	Warning	4/5/2021		
7510 Center Bay Drive	Landscape	Citation	4/5/2021	$200.00	
7810 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7810 Miami View Drive	BTR	Citation	4/5/2021	$100.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7830 Miamiview Drive	BTR	Citation	4/5/2021	$100.00	
7504 W Treasure Drive	Operating/Advertising	Warning	4/5/2021		
7536 W Treasure Drive	Operating/Advertising	Citation	4/5/2021	$1,000.00	
7536 W Treasure Drive	BTR	Citation	4/5/2021	$100.00	
7922 East Drive	Open & Unsecured	Warning	4/6/2021		
7540 W Treasure Drive	Noise	Citation	4/6/2021		$200.00
1830 S Treasure Drive	Special Magistrate	Order	4/6/2021		$650.00
7505 W Treasure Drive	Special Magistrate	Order	4/6/2021		$4,000.00
7508 Adventure Ave	Landscape	Warning	4/8/2021		
7501 Adventure Ave	Landscape	Warning	4/8/2021		
7548 Adventure Ave	WWP	Citation	4/8/2021	$500.00	
7830 Miami View Drive	Operating/Advertising	Citation	4/9/2021		$1,100.00
7532 Hispanola Ave	WWP	Citation	4/8/2021	$500.00	
7510 Coquina Drive	Property Maintenance	Warning	4/8/2021		
7904 West Drive #112	Operating/Advertising	Citation	4/9/2021	$1,000.00	
7904 West Drive #112	BTR	Citation	4/9/2021	$100.00	

7917 West Drive	Bulk Trash	Warning	4/12/2021		
7537 Adventure Ave	WWP	Citation	4/13/2021		$500.00
7601 E Treasure Drive 1205	Noise	Citation	4/13/2021		$100.00
7720 Center Bay Drive	Trash Cans	Warning	4/13/2021		
A.D. Lawn Service	Bulk Trash	Warning	4/14/2021		
7801 Center Bay Drive	Noise	Warning	4/15/2021		
7810 Miami View Drive	Operating/Advertising	Citation	4/16/2021		$1,100.00
7917 West Drive	Bulk Trash	Warning	4/12/2021		
7508 Adventure Ave	Landscape	Citation	4/19/2021	$200.00	
7504 Adventure Ave	Landscape / ROW	Warning	4/19/2021		
7501 Adventure Ave	Landscape	Warning	4/19/2021		
7601 E Treasure Drive 1512	WWP	Citation	4/19/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/21/2021	$500.00	
23-3209-008-0200	WWP	Citation	4/21/2021		$500.00
7811 Miami View Drive	Trash Cans	Warning	4/21/2021		
7530 Miami View Drive	Landscape	Warning	4/22/2021		
7500 Center Bay Drive	Landscape	Warning	4/22/2021		
7505 Cutlass Ave	Pool Violation	Warning	4/22/2021		
7505 Cutlass Ave	WWP	Citation	4/22/2021		$500.00
7631 Miami View Drive	WWP	Citation	4/22/2021		$500.00
7552 Mutiny Ave	Noise	Warning	4/24/2021		
1750 S Treasure Drive	WWP	Citation	4/24/2021	$500.00	
1555 N Treasure Drive	Blocking ROW	Warning	4/26/2021		
7900 Harbor Island Dr PH20	Noise	Citation	4/27/2021		$100.00
7508 Adventure Ave	Landscape	Citation	4/27/2021		$200.00
1701 N Treasure Drive 6	Landscape	Warning	4/28/2021		
7548 Adventure Ave	WWP	Citation	4/28/2021		$500.00
1701 N Treasure Drive 6	Special Magistrate	Order	4/28/2021		$1,200.00
7904 West Drive #117	Special Magistrate	Order	4/29/2021		$2,500.00
(67) Lien Searches					
				$6,800.00	$14,150.00

	Code	**Statistics**	**May-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
1600 Kennedy Cswy	Trash	Warning	5/3/2021		
1440 S Treasure Drive	Landscaping/ROW	Warning	5/4/2021		

1750 S Treasure Drive	WWP	Citation	5/5/2021		$500.00
7525 E Treasure Drive	Property Maintenance	Warning	5/5/2021		
7510 Coquina Drive	Special Magistrate	Order	5/5/2021		$420.00
7410 Beachview Drive	Pool Violation	Warning	5/6/2021		
7610 Center Bay Drive	Operating/Advertising	Warning	5/4/2021		
7601 E Treasure Drive 1512	Special Magistrate	Order	5/7/2021		$3,000.00
7505 Cutlass Ave	Special Magistrate	Order	5/10/2021		$3,800.00
7510 Center Bay Drive	Landscape	Citation	5/11/2021		$200.00
Adventure / N Treasure Dr	Prohibited sign	Removed	5/11/2021		
1356 Bay Terrace	Pool Violation	Warning	5/11/2021		
7410 Beachview Drive	Pool Violation	Citation	5/11/2021	$250.00	
1780 Kennedy Cswy 211	Noise	Warning	5/12/2021		
7904 West Drive	Prohibited sign	Removed	5/12/2021		
7517 Adventure Ave	WWP	Citation	5/12/2021	$500.00	
1865 Kennedy Cswy 3F	WWP	Citation	5/13/2021	$500.00	
1701 N Treasure Drive 6	Special Magistrate	Order	5/14/2021		$1,200.00
1351 Bay Terrace	Public Intoxication	Citation	5/15/2021	$1,000.00	
1351 Bay Terrace	Noise	Citation	5/16/2021	$100.00	
23-3209-008-1210	Landscape	Warning	5/17/2021		
1881 Kennedy Cswy 706	Special Magistrate	Order	5/17/2021		$1,175.00
7904 West Drive 614	Special Magistrate	Order	5/17/2021		$3,000.00
7533 Bounty Ave	Special Magistrate	Order	5/18/2021		$1,900.00
Adventure / N Treasure Dr	Derelict Vehicle	Warning	5/19/2021		
1455 N Treasure Dr 5R	WWP	Citation	5/19/2021	$500.00	
7500 Coquina Drive	ROW Violations	Warning	5/19/2021		
7601 E Treasure Drive	Trash	Warning	5/19/2021		
1600 Kennedy Cswy	Bulk Trash	Warning	5/20/2021		
7500 Coquina Drive	Constrcution Maintenance	Warning	5/20/2021		
7517 Adventure Ave	WWP	Citation	5/20/2021		$500.00
7904 West Drive 515	Minimum Housing	Warning	5/21/2021		
7801 Miami View Drive	Trash Cans	Warning	5/22/2021		
7700 Miami View Drive	Trash Cans	Warning	5/22/2021		
1441 S Treasure Drive	Trash Cans	Warning	5/22/2021		
7904 West Drive	Noise	Citation	5/22/2021	$200.00	
7700 Center Bay Drive	Noise	Citation	5/23/2021	$200.00	
1900 S Treasure Drive	Trash	Warning	5/24/2021		
7904 West Drive 515	Minimum Housing	Warning	5/24/2021		
7549 Bounty Ave	Landscaping/ROW	Warning	5/24/2021		
1865 Kennedy Cswy 3F	WWP	Citation	5/26/2021		$500.00

7920 East Drive	Animal Violations	Warning	5/27/2021		
8000 West Drive	Noise	Warning	5/28/2021		
1820 S Treasure Drive 406A	Special Magistrate	Order	5/28/2021		$2,500.00
7945 East Drive	ROW Violations	Warning	5/28/2021		
7720 Coquina Drive	WWP	Citation	5/29/2021	$500.00	
7720 Coquina Drive	Noise	Citation	5/29/2021	$200.00	
7536 Adventure Ave	Blocking ROW	Warning	5/29/2021		
7528 Buccaneer Ave	Bulk Trash	Warning	5/31/2021		
7510 Center Bay Drive	Landscaping	Warning	5/31/2021		
23-3209-001-0013	Landscaping/Trash/Sign	Warning	5/31/2021		
7917 West Drive	Bulk Trash	Warning	5/31/2021		
7904 West Drive	Prohibited sign	Removed	5/31/2021		
Hispanola / N Treasure Dr	Prohibited sign	Removed	5/31/2021		
7910 West Drive	Bulk Trash	Warning	5/31/2021		
(108) Lien Searches					
				$3,950.00	$18,695.00

	Code	**Statistics**	**Jun-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7509 W Treasure Drive	Bulk Trash	Warning	6/1/2021		
8000 West Drive	Bulk Trash	Warning	6/1/2021		
7520 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7920 East Drive 4	WWP	Citation	6/2/2021		$200.00
7524 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
7548 W Treasure Drive	Prohibited Sign	Warning	6/2/2021		
1725 Kennedy Cswy	Noise	Warning	6/2/2021		
1455 N Treasure Dr 5R	WWP	Citation	6/3/2021		$500.00
1872 Kennedy Cswy	Trash	Warning	6/3/2021		
7532 Hispanola Ave	WWP	Citation	6/4/2021		$500.00
1865 Kennedy Cswy 6M	WWP	Citation	6/7/2021	$500.00	
7939 West Drive	Property Maintenance	Warning	6/7/2021		
1900 S Treasure Drive	Trash / Landscape	Warning	6/7/2021		
7904 West Drive 111	Operating / Advertising	Citation	6/8/2021		$1,000.00
7904 West Drive 111	BTR	Citation	6/8/2021		$100.00
7928 East Drive	Bulk Trash	Warning	6/9/2021		
1351 Bay Terrace	Public Intoxication	Citation	6/10/2021		$1,000.00

1351 Bay Terrace	Noise	Citation	6/10/2021		$100.00
7600 Beach View Drive	Landscape	Warning	6/11/2021		
7540 W Treasure Drive	Construction Site Maint.	Warning	6/11/2021		
1865 Kennedy Cswy 6M	WWP	Citation	6/14/2021		$500.00
7410 Beach View Drive	Trash	Warning	6/14/2021		
7927 East Drive	Trash / Bulk Trash	Warning	6/14/2021		
7810 Center Bay Drive	Bulk Trash	Warning	6/15/2021		
1750 S Treasure Drive	Special Magistrate	Order	6/15/2021		$1,000.00
7810 Coquina Drive	Recycling Cans	Warning	6/15/2021		
7700 Miami View Drive	Operating / Advertising	Citation	6/15/2021	$1,000.00	
7700 Miami View Drive	BTR	Citation	6/15/2021	$100.00	
1555 Kennedy Cswy	Landscape	Warning	6/16/2021		
7505 Cutlass Ave	Water Regulations	Warning	6/17/2021		
7631 Miami View Drive	Construction Site Maint.	Warning	6/17/2021		
7904 West Drive	Noise	Citation	6/17/2021		$200.00
7552 Adventure Ave	WWP	Citation	6/21/2021		$500.00
7410 Beach View Drive	Pool Violations	Citation	6/21/2021		$250.00
Cutlass Ave	Derelict Vehicle	Warning	6/21/2021		
23-3209-000-0253	WWP	Citation	6/21/2021	$500.00	
Jewel / Galleon	Derelict Vehicle	Warning	6/21/2021		
7720 Coquina Drive	WWP	Citation	6/22/2021		$500.00
7536 W Treasure Drive	Special Magistrate	Order	6/22/2021		$1,100.00
7720 Coquina Drive	Noise	Citation	6/22/2021		$200.00
Galleon Street	Derelict Vehicle	Warning	6/22/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/22/2021		
7915 East Drive	Derelict Vehicle	Warning	6/24/2021		
7921 East Drive	Derelict Vehicle	Warning	6/24/2021		
7905 East Drive	Derelict Vehicle	Warning	6/24/2021		
7504 W Treasure Drive	Trash / Recycling Cans	Warning	6/24/2021		
7508 Adventure Ave	Landscaping	Warning	6/24/2021		
1900 S Treasure Drive	Property Maintenance	Warning	6/28/2021		
7530 Miami View Drive	Trash / Recycling Cans	Warning	6/28/2021		
7720 Center Bay Drive	Trash Cans	Citation	6/28/2021	$200.00	
7800 Hispanola Ave	Landscaping	Warning	6/28/2021		
1801 S Treasure Drive	Bulk Trash	Warning	6/28/2021		
7521 Maimi View Drive	Blocking ROW	Warning	6/28/2021		
7945 East Drive 304	Noise	Warning	6/29/2021		
8000 East Drive	Bulk Trash	Warning	6/29/2021		
8000 West Drive	Illicit Discharge	Warning	6/30/2021		

7720 Center Bay Drive	Trash Cans	Citation	6/30/2021		$200.00
(64) Lien Searches					
				$2,300.00	$7,850.00
	Code	**Statistics**	**Jul-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7600 Beach View Drive	Landscape	Warning	7/1/2021		
7601 E Treasure Drive	Landscape	Warning	7/1/2021		
7700 Miami View Drive	Operating/Advertising	Citation	7/2/2021		$1,100.00
Various Constrcution Sites	Order to Secure	Warning	7/2/2021		
7801 Miami View Drive	Trash Cans	Citation	7/3/2021	$200.00	
7500 Coquina Drive	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Trash Cans	Warning	7/3/2021		
7528 Adventure Ave	Noise	Citation	7/3/2021	$200.00	
7600 Beach View Drive	Landscape	Citation	7/3/2021	$200.00	
1351 Bay Terrace	Trash Cans	Warning	7/3/2021		
7711 Beach View Drive	Trash Cans	Warning	7/5/2021		
7552 Adventure Ave	Noise	Warning	7/5/2021		
7540 Bounty Ave	Pool Violations	Warning	7/5/2021		
7533 Bounty Ave	Bulk Trash	Warning	7/5/2021		
7541 W Treasure Drive	Landscape	Warning	7/5/2021		
7504 Adventure Ave	Blocking ROW/Trash	Warning	7/6/2021		
7401 Miami View Drive	Landscape	Warning	7/6/2021		
1666 Kennedy Cswy	Bulk Trash	Warning	7/6/2021		
7830 Miami View Drive	Recycle Cans	Warning	7/7/2021		
7904 West Drive 111	Special Magistrate	Order	7/7/2021		$3,500.00
7811 Miami View Drive	Special Magistrate	Order	7/7/2021		$1,200.00
7556 W Treasure Drive	Special Magistrate	Order	7/7/2021		$5,000.00
7529 Hispanola Ave	Bulk Trash	Warning	7/8/2021		
7536 Adventure Ave	Operating/Advertising	Warning	7/9/2021		
7528 Buccaneer Ave	Landscape	Warning	7/9/2021		
7548 Hispanola Ave	WWP	Citation	7/9/2021	$500.00	
7720 Miami View Drive	WWP	Citation	7/9/2021	$500.00	
7536 Adventure Ave	Operating/Advertising	Citation	7/10/2021	$1,000.00	
7536 Adventure Ave	BTR	Citation	7/10/2021	$100.00	
7525 Bounty Ave	Bulk Trash	Warning	7/12/2021		
7939 East Drive	Knox Box	Warning	7/12/2021		

7700 Coquina Drive	Landscape	Warning	7/13/2021		
1356 Bay Terrace	Pool Violations	Citation	7/13/2021	$250.00	
7700 Center Bay Drive	Landscape/Trash	Warning	7/13/2021		
7517 Hispanola Ave	Landscape	Warning	7/13/2021		
7536 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7504 W Treasure Drive	Trash Cans	Warning	7/14/2021		
7532 Hispanola Ave	Trash Cans	Warning	7/15/2021		
1440 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1400 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1460 S Treasure Drive	Trash Cans	Warning	7/15/2021		
1345 Kennedy Cswy	Building Recertification	Warning	7/16/2021		
1735 N Treasure Drive	Building Recertification	Warning	7/16/2021		
7920 East Drive	Building Recertification	Warning	7/16/2021		
7924 East Drive	Building Recertification	Warning	7/16/2021		
7945 East Drive	Building Recertification	Warning	7/16/2021		
7525 Buccaneer Ave	WWP	Citation	7/16/2021	$500.00	
7516 Jewel Ave	WWP	Citation	7/17/2021	$500.00	
7921 West Drive	Bulk Trash	Warning	7/19/2021		
7548 Adventure Ave	Blocking ROW	Warning	7/19/2021		
1600 Kennedy Cswy	Trash	Warning	7/21/2021		
1666 Kennedy Cswy	Trash	Warning	7/21/2021		
7811 Beach View Drive	Trash Cans	Warning	7/21/2021		
7800 Beach View Drive	Trash Cans	Citation	7/21/2021	$200.00	
7610 Center Bay Drive	Trash Cans	Warning	7/24/2021		
7800 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7720 Coquina Drive	Noise	Citation	7/24/2021	$250.00	
7525 Buccaneer Ave	Noise	Citation	7/29/2021	$250.00	
1630 S Treasure Drive	Landscape	Warning	7/31/2021		
1671 S Treasure Drive	Landscape	Warning	7/31/2021		
7516 W Treasure Drive	Landscape	Warning	7/31/2021		
7509 Adventure Ave	Landscape	Warning	7/31/2021		
7500 W Treasure Drive	Trash Cans	Warning	7/31/2021		
7536 Adventure Ave	Trash Cans	Warning	7/31/2021		
1701 S Treasure Drive	Landscape	Warning	7/31/2021		
1670 S Treasure Drive	Landscape	Warning	7/31/2021		
7560 W Treasure Drive	Landscpae	Warning	7/31/2021		
(31) Lien Searches					
				$5,100.00	$10,800.00

	Code	Statistics	Aug-21	$	$
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7810 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7701 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7711 Beach View Drive	Bulk Trash	Warning	8/2/2021		
7800 Beach View Drive	Trash Cans	Citation	8/2/2021		$200.00
1801 S Treasure Drive	Bulk Trash	Warning	8/3/2021		
7934 West Drive	Bulk Trash	Warning	8/3/2021		
7601 E Treasure Dr. PH102	WWP	Citation	8/4/2021	$500.00	
7800 Coquina Drive	Noise	Citation	8/4/2021		$250.00
7938 West Drive	Trash	Warning	8/5/2021		
7501 Coquina Drive	WWP	Citation	8/5/2021	$500.00	
1555 N Treasure Drive	Sidewalk Damage	Warning	8/5/2021		
7720 Coquina Drive	WWP	Citation	8/6/2021	$500.00	
7548 Hispanola Ave	WWP	Citation	8/6/2021		$500.00
7520 Hispanola Ave	WWP	Citation	8/7/2021	$500.00	
7525 Buccaneer Ave	Noise	Citation	8/7/2021	$250.00	
1630 S Treasure Drive	Noise	Citation	8/7/2021	$250.00	
7501 Coquina Drive	WWP	Citation	8/9/2021		$500.00
7601 E Treasure Dr. PH102	WWP	Citation	8/10/2021		$500.00
1400 Kennedy Cswy	Prohibited Sign	Warning	8/10/2021		
7700 Center Bay Drive	Noise	Citation	8/10/2021		$100.00
7910 West Drive	Bulk Trash	Warning	8/10/2021		
7731 Miami View Drive	Landscape	Warning	8/11/2021		
1850 Kennedy Cswy	WWP	Citation	8/11/2021		$500.00
Folio #23-3209-008-1210	Landscape	Warning	8/11/2021		
7946 East Drive	Seawall/Deck	Warning	8/12/2021		
7401 Beach View Drive	Fence	Warning	8/12/2021		
7918 West Drive	Fence	Warning	8/13/2021		
7938 West Drive	Trash	Warning	8/16/2021		
7529 Bounty Ave	Bulk Trash	Warning	8/17/2021		
1701 S Treasure Drive	Bulk Trash	Warning	8/17/2021		
7801 Miami View Drive	Trash Cans	Citation	8/17/2021		$200.00
7600 Beach View Drive	Landscape	Citation	8/19/2021		$200.00
7500 Coquina Drive	Noise	Citation	8/19/2021		$200.00
7536 Adventure Ave	Operating/Advertising	Citation	8/19/2021		$1,000.00
7536 Adventure Ave	BTR	Citation	8/19/2021		$100.00

7700 Center Bay Drive	Trash	Citation	8/20/2021		$200.00
7905 East Drive	Noise	Citation	8/21/2021	$250.00	
1570 S Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7537 W Treasure Drive	WWP	Citation	8/21/2021	$250.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/21/2021	$2,000.00	
7536 Adventure Ave	BTR	Citation	8/21/2021	$100.00	
7536 Adventure Ave	Operating/Advertising	Citation	8/23/2021		$2,000.00
7536 Adventure Ave	BTR	Citation	8/23/2021		$100.00
7905 East Drive	Noise	Citation	8/24/2021		$250.00
7800 Beach View Drive	Trash Cans	Citation	8/25/2021	$200.00	
1301 Bay Terrace	Bulk Trash	Warning	8/25/2021		
7904 West Drive #407	Special Magistrate	Order	8/27/2021		$5,000.00
7600 Beach View Drive	Noise	Citation	8/28/2021	$250.00	
7811 Beach View Drive	Bulk Waste	Warning	8/28/2021		
7720 Coquina Drive	Noise	Citation	8/30/2021		$250.00
7720 Coquina Drive	WWP	Citation	8/30/2021		$500.00
7811 Beach View Drive	Operating/Advertising	Warning	8/30/2021		
7800 Beach View Drive	Trash Cans	Citation	8/30/2021		$200.00
7811 Beach View Drive	Operating/Advertising	Citation	8/31/2021	$1,000.00	
7811 Beach View Drive	BTR	Citation	8/31/2021	$100.00	
7731 Coquina Drive	Operating/Advertising	Citation	8/31/2021	$2,000.00	
7731 Coquina Drive	BTR	Citation	8/31/2021	$100.00	
7510 Center Bay Drive	Bulk Trash	Warning	8/31/2021		
7548 W Treasure Drive	Trash	Warning	8/31/2021		
(48) Lien Searches					
				$8,750.00	$12,750.00

	Code	**Statistics**	**Sep-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected
7537 Adventure Ave	Bulk Trash	Warning	9/1/2021		
1321 Bay Terrace	Landscape	Warning	9/1/2021		
7401 Miami View Drive	Trash/Blocking ROW	Warning	9/1/2021		
7421 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7520 Miami View Drive	Bulk Trash	Warning	9/1/2021		
7700 Center Bay Drive	Bulk Trash	Warning	9/1/2021		
7611 Center Bay Drive	Trash	Warning	9/1/2021		
7601 Center Bay Drive	Bulk Trash	Warning	9/1/2021		

7511 Center Bay Drive	Trash	Warning	9/1/2021		
7620 Coquina Drive	Bulk Trash	Warning	9/1/2021		
Folio #23-3209-008-1210	Landscape	Citation	9/1/2021	$200.00	
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7910 West Drive (Marina)	BTR	Warning	9/1/2021		
7937 West Drive	Trash	Warning	9/2/2021		
7517 Adventure Ave	Bulk Trash	Warning	9/2/2021		
1570 S Treasure Drive	WWP	Citation	9/3/2021		$250.00
7548 Hispanola Ave	WWP	Citation	9/4/2021	$500.00	
7536 Bounty Ave	Noise	Citation	9/4/2021	$250.00	
7500 Coquina Drive	Noise	Citation	9/4/2021	$250.00	
7811 Beach View Drive	Operating/Advertising	Citation	9/6/2021	$2,000.00	
7811 Beach View Drive	BTR	Citation	9/6/2021	$100.00	
7524 W Treasure Drive	Fence	Warning	9/6/2021		
1620 S Treasure Drive	Noise	Citation	9/7/2021		$250.00
7552 Adventure Ave	Special Magistrate	Order	9/7/2021		$1,000.00
1555 N Treasure Drive	Bulk Trash	Warning	9/7/2021		
7510 Coquina Drive	Bulk Trash	Warning	9/7/2021		
7601 Beach View Drive	Bulk Trash	Warning	9/9/2021		
1331 Bay Terrace	Bulk Trash	Warning	9/9/2021		
7920 East Drive	Bulk Trash	Warning	9/9/2021		
7922 East Drive	Landscape	Warning	9/9/2021		
7548 Hispanola Ave	WWP	Citation	9/9/2021		$500.00
7528 Adventure Ave	Special Magistrate	Order	9/10/2021		$275.00
7430 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7811 Beach View Drive	Bulk Trash	Warning	9/11/2021		
7711 Center Bay Drive	Bulk Trash	Warning	9/13/2021		
7548 W Treasure Drive	Trash	Citation	9/13/2021	$200.00	
7516 Jewel Ave	Special Magistrate	Order	9/14/2021		$575.00
7731 Center Bay Drive	WWP	Citation	9/14/2021		$250.00
1725 Kennedy Causeway	Landscape/Trash	Warning	9/14/2021		
7904 West Drive #502	Operating/Advertising	Citation	9/15/2021	$1,000.00	
1356 Bay Terrace	Pool Violations	Citation	9/15/2021		$250.00

7904 West Drive #502	BTR	Citation	9/15/2021	$100.00	
7927 East Drive	Trash	Warning	9/16/2021		
7801 Center Bay Drive	Noise	Citation	9/17/2021	$250.00	
7927 East Drive	Trash	Citation	9/20/2021	$200.00	
7540 W Treasure Drive	Construction Site Maint.	Warning	9/20/2021		
7553 Adventure Ave	Noise	Citation	9/18/2021	$250.00	
1701 N Treasure Dr #7	Landscape	Warning	9/21/2021		
1701 N Treasure Dr #5	Landscape	Warning	9/21/2021		
7520 Hispanola Ave	WWP	Citation	9/21/2021		$500.00
7731 Coquina Drive	Operating/Advertising	Citation	9/21/2021		$2,000.00
7731 Coquina Drive	BTR	Citation	9/21/2021		$100.00
1701 N Treasure Dr #4	Landscape	Warning	9/21/2021		
7600 Beach View Drive	Noise	Citation	9/21/2021		$250.00
1701 N Treasure Dr #3	Landscape	Warning	9/21/2021		
7927 East Drive	Trash	Warning	9/22/2021		
7530 Coquina Drive	Bulk Trash	Warning	9/22/2021		
7441 Coquina Drive	Landscape	Warning	9/22/2021		
7904 West Drive #502	BTR	Citation	9/23/2021		$100.00
7904 West Drive #502	Operating/Advertising	Citation	9/23/2021		$1,000.00
7400 Center Bay Drive	Bulk Trash	Warning	9/23/2021		
7530 Center Bay Drive	Noise	Citation	9/25/2021	$250.00	
1610 S Treasure Drive	Noise	Citation	9/25/2021	$250.00	
7400 Miami View Drive	Noise	Citation	9/25/2021	$250.00	
7922 East Drive	Landscape	Citation	9/27/2021	$200.00	
7929 West Drive	Bulk Trash	Warning	9/27/2021		
7549 Bounty Ave	Landscape	Warning	9/27/2021		
7400 Miami View Drive	Noise	Citation	9/28/2021		$250.00
1725 Kennedy Cswy	Landscape	Citation	9/28/2021	$200.00	
7536 Adventure Ave	WWP	Citation	9/29/2021	$250.00	
Folio #23-3209-008-1210	Landscape	Citation	9/30/2021		$200.00
7530 Center Bay Drive	Noise	Citation	9/30/2021		$250.00
(66) Lien Searches					
				$6,700.00	$8,000.00
	Code	**Statistics**	**Oct-21**	**$**	**$**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected

1555 Kennedy Cswy	Trash	Warning	10/4/2021		
1400 Kennedy Cswy	Blocking ROW	Warning	10/4/2021		
7510 Coquina Drive	Landscape	Warning	10/4/2021		
7939 East Drive	Trash	Warning	10/4/2021		
7537 W Treasure Drive	WWP	Citation	10/5/2021		$250.00
7532 Hispanola Ave	Special Magistrate	Order	10/5/2021		$1,600.00
7801 Center Bay Drive	Noise	Citation	10/5/2021		$250.00
7500 Beach View Drive	Landscape/Pool Violation	Warning	10/7/2021		
7500 Center Bay Drive	Construction Maint.	Warning	10/8/2021		
1735 N Treasure Drive	Noise	Warning	10/7/2021		
7917 West Drive	Bulk Trash	Warning	10/11/2021		
HI Drive / 79 Street	Prohibited Sign	Removed	10/11/2021		
7927 East Drive	Trash	Citation	10/11/2021		$200.00
1610 S Treasure Drive	WWP	Citation	10/11/2021		$250.00
7536 Bounty Ave	Bulk Trash	Warning	10/12/2021		
1356 Bay Terrace	Property Maint./Beehive	Warning	10/14/2021		
7549 Hispanola Ave	WWP	Citation	10/14/2021	$250.00	
7525 Buccaneer Ave	WWP	Citation	10/14/2021		$500.00
7553 Adventure Ave	Noise	Citation	10/14/2021		$250.00
7509 Adventure Ave	WWP	Citation	10/15/2021	$250.00	
1620 N Treasure Drive	WWP	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Construction Maint.	Citation	10/16/2021	$250.00	
7552 Cutlass Ave	Noise	Citation	10/16/2021	$250.00	
7511 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7700 Center Bay Drive	Trash Cans	Warning	10/16/2021		
7505 Bounty Ave	Landscape	Warning	10/16/2021		
7811 Beach View Drive	Special Magistrate	Order	10/21/2021		$3,275.00
7924 East Drive	Landscape	Warning	10/21/2021		
23-3209-001-0013	Landscape	Citation	10/21/2021	$200.00	
7721 Miami View Drive	Bulk Trash	Warning	10/21/2021		
7509 Adventure Ave	WWP	Citation	10/22/2021		$250.00
7512 Buccaneer Ave	Blocking ROW	Warning	10/25/2021		
7720 Miami View Drive	Landscape	Warning	10/25/2021		
7922 East Drive	Landscape	Citation	10/26/2021		$200.00
1601 Kennedy Cswy	Blocking ROW	Warning	10/27/2021		
23-3209-035-0001	WWP	Citation	10/27/2021	$250.00	
7421 Miami View Drive	Bulk Trash	Warning	10/27/2021		
7549 Hispanola Ave	WWP	Citation	10/27/2021		$250.00
7552 Cutlass Ave	Noise	Citation	10/28/2021		$250.00

7552 Cutlass Ave	WWP	Citation	10/28/2021		$250.00
1872 Kennedy Cswy	Bulk Trash	Warning	10/29/2021		
1620 N Treasure Drive	WWP	Citation	10/29/2021		$250.00
7811 Beach View Drive	Trash Cans	Citation	10/30/2021	$200.00	
7420 Beach View Drive	Trash Cans	Warning	10/30/2021		
7711 Beach View Drive	Trash Cans	Warning	10/30/2021		
7811 Miami View Drive	Noise	Citation	10/30/2021	$250.00	
7505 Cutlass Ave	Noise	Warning	10/30/2021		
(46) Lien Searches					
				$2,150.00	$8,025.00

	Code	**Statistics**	**Nov-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7933 West Drive	Bulk Trash	Warning	11/1/2021				
7924 East Drive	Bulk Trash	Warning	11/1/2021				
7927 East Drive	Bulk Trash	Warning	11/1/2021				
1351 Bay Terrace	Bulk Trash	Warning	11/2/2021				
7800 Beach View Drive	Trash Cans	Warning	11/3/2021				
7600 Coquina Drive	Bulk Trash	Warning	11/3/2021				
7801 Center Bay Drive	Landscape	Citation	11/2/2021	$200.00			
7801 Center Bay Drive	Illicit Discharge	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	Construction Site Maint.	Citation	11/2/2021	$250.00			
7801 Center Bay Drive	WWP	Citation	11/2/2021	$250.00			
7811 Beach View Drive	Bulk Trash	Warning	11/3/2021				
7917 West Drive	Bulk Trash	Warning	11/3/2021				
Cutlass & S. Treasure Drive	Commercial Vehicle	Warning	11/3/2021				
7548 W Treasure Drive	Trash/ Debris	Citation	11/5/2021		$200.00		
1800 Kennedy Cswy #A201	WWP	Citation	11/6/2021	$250.00			
1725 Kennedy Cswy	Landscape	Citation	11/8/2021		$200.00		
7421 Center Bay Drive	Noise	Warning	11/8/2021				
7811 Beach View Drive	Trash Cans	Citation	11/13/2021	$200.00			
7510 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7720 Miami View Deive	Noise	Citation	11/13/2021	$250.00			
7601 E Treasure Drive	Noise	Citation	11/13/2021	$250.00			
7421 Center Bay Drive	Noise	Citation	11/13/2021	$250.00			
7700 Miami View Drive	Noise	Citation	11/15/2021	$250.00		Yes	(1) of (5)
7800 Beach View Drive	Trash Cans	Citation	11/16/2021	$200.00			

Figueroa Landscaping	Bulk Trash	Warning	11/16/2021				
1666 Kennedy Cswy #200	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #208	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #209	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #400	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #409	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #412	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #501	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #203	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #503	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #509	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #512	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #600	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #604	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #607	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #608	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #611	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #612	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #702	BTR	Warning	11/17/2021				
1666 Kennedy Cswy #706	BTR	Warning	11/17/2021				
7830 Miami View Drive	Trash Cans	Warning	11/18/2021				
7811 Miami View Drive	Noise	Citation	11/17/2021		$250.00		
7510 Center Bay Drive	Noise	Citation	11/18/2021		$250.00		
7911 West Drive	Landscape	Citation	11/19/2021		$200.00		
7536 W Treasure Drive	Noise	Citation	11/22/2021	$250.00			
7536 W Treasure Drive	Noise	Citation	11/22/2021	$500.00			
1900 S Treasure Dr. (Lot)	Trash	Warning	11/22/2021				
7537 W Treasure Drive	Trash Cans / Trash	Warning	11/22/2021				
7516 Bounty Ave	Bulk Trash	Warning	11/23/2021				
1666 Kennedy Cswy #211	BTR	Warning	11/23/2021				
1666 Kennedy Cswy #510	BTR	Warning	11/23/2021				
7811 Beach View Drive	Trash Cans	Citation	11/23/2021		$200.00		
1666 Kennedy Cswy #206	BTR	Warning	11/23/2021				
7801 Center Bay Drive	Illicit Discharge	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	Landscape	Citation	11/29/2021		$200.00		
7801 Center Bay Drive	Construction Site Maint.	Citation	11/29/2021		$250.00		
7801 Center Bay Drive	WWP	Citation	11/29/2021		$250.00		
7800 Beach View Drive	Trash Cans	Citation	11/29/2021		$200.00		
7925 West Drive	Bulk Trash	Warning	11/30/2021				

7441 Coquina Drive	Trash	Warning	11/30/2021				
(45) Lien Searches							
				$3,600.00	$2,450.00		
	Code	**Statistics**	**Dec-21**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7811 Beach View Drive	Trash Cans	Citation	12/1/2021		$200.00		
7801 Hispanola Ave	Building Recertification	Warning	12/1/2021				
1666 Kennedy Cswy #610	Building Recertification	Warning	12/1/2021				
7926 East Drive	Building Recertification	Warning	12/1/2021				
7909-7911 East Drive	Building Recertification	Warning	12/1/2021				
7915 East Drive	Building Recertification	Warning	12/1/2021				
7921 West Drive	Building Recertification	Warning	12/1/2021				
7925 West Drive	Building Recertification	Warning	12/1/2021				
1801-1815 Galleon St	Building Recertification	Warning	12/1/2021				
7928 West Drive	Building Recertification	Warning	12/1/2021				
7921 East Drive	Building Recertification	Warning	12/1/2021				
1880 S Treasure Drive	Building Recertification	Warning	12/1/2021				
7920 East Drive	Minimum Housing	Warning	12/6/2021				
7910 West Drive	Bulk Trash	Warning	12/6/2021				
7937 West Drive #G	Minimum Housing	Warning	12/6/2021				
7937 West Drive #F	WWP	Citation	12/6/2021	$250.00			
7937 West Drive #F	Minimum Housing	Warning	12/6/2021				
7917 West Drive	Bulk Trash	Warning	12/6/2021				
7536 W Treasure Drive	Noise	Citation	12/7/2021		$250.00		
7536 W Treasure Drive	Noise	Citation	12/7/2021		$500.00		
1400 Kennedy Cswy #117	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #100	BTR	Warning	12/7/2021				
1400 Kennedy Cswy #1460	BTR	Warning	12/7/2021				
7920 East Drive	Bulk Trash	Warning	12/7/2021				
1555 N Treasure Drive	Bulk Trash	Warning	12/7/2021				
1400 Kennedy Cswy #1402	BTR	Warning	12/8/2021				
7545 E Treasure Drive #8F	Noise	Citation	12/9/2021		$200.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #6EF	Cannabis	Citation	12/10/2021		$100.00		
7501 E Treasure Drive #3EF	WWP	Citation	12/10/2021	$250.00			
1620 S Treasure Drive	Noise	Citation	12/11/2021	$500.00			

1630 S Treasure Drive	Landscape	Citation	12/11/2021	$200.00			
7536 W Treasure Drive	WWP	Citation	12/13/2021	$250.00			
7920 East Drive	Minimum Housing	Warning	12/13/2021				
7700 Miami View Drive	Noise	Citation	12/13/2021		$250.00		
7900 Harbor Island Drive	Noise	Warning	12/13/2021				
7927 East Drive	Bulk Waste	Warning	12/14/2021				
7513 Adventure Ave	Trash	Warning	12/14/2021				
7920 East Drive	Bulk Trash	Warning	12/15/2021				
7933 West Drive	Bulk Trash	Warning	12/16/2021				
7620 Miami View Drive	WWP	Citation	12/16/2021	$250.00			
7701 Center Bay Drive	Trash	Warning	12/16/2021				
7520 Hispanola Ave	Noise	Citation	12/18/2021	$250.00			
7904 West Drive #112	Special Magistrate	Order	12/20/2021		$4,500.00		
7933 West Drive	Bulk Trash	Warning	12/21/2021				
1666 Kennedy Cswy #610	WWP	Citation	12/21/2021		$250.00		
1850 Kennedy Cswy	Trash	Warning	12/22/2021				
7524 Bounty Ave	Bulk Trash	Warning	12/22/2021				
Galleon Street	Derelict Vehicle	Warning	12/22/2021				
7601 E Treasure Drive #CU2	BTR	Warning	12/23/2021				
7720 Miami View Drive	Noise	Citation	12/23/2021		$250.00		
7601 E Treasure Drive #CU1	BTR	Warning	12/23/2021				
7910 West Drive	Bulk Trash	Warning	12/23/2021				
7601 E Treasure Drive #CU9	BTR	Warning	12/23/2021				
7909-7911 East Drive	Bulk Trash	Warning	12/23/2021				
1801 S Treasure Drive #329	Bulk Trash	Warning	12/28/2021				
1500 Kennedy Cswy	Landscape	Warning	12/29/2021				
1872 Kennedy Cswy	Trash	Warning	12/29/2021				
7505 Bounty Ave	Landscape	Warning	12/30/2021				
7508 W Treasure Drive	Landscape	Warning	12/30/2021				
1620 S Treasure Drive	Noise	Citation	12/30/2021		$500.00		
(22) Lien Searches							
				$1,950.00	$7,100.00		

	Code	**Statistics**	**Jan-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Citation	1/3/2022	$200.00			

7731 Miami View Drive	Landscpae	Warning	1/3/2022				
7520 Hispanola Ave	Noise	Citation	1/3/2022		$250.00		
7620 Miami View Drive	WWP	Citation	1/5/2022		$250.00		
7552 Cutlass Ave	Operating/Advertising	Warning	1/7/2022				
1690 S Treasure Drive	WWP	Citation	1/8/2022	$250.00			
1353 Bay Terrace	WWP	Citation	1/10/2022		$200.00		
7421 Center Bay Drive	Noise	Citation	1/10/2022		$250.00		
7937 West Drive	WWP	Citation	1/12/2022		$250.00		
8020 East Drive #218	Noise	Citation	1/15/2022	$250.00			
8020 East Drive #218	WWP	Citation	1/15/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	1/15/2022	$500.00			
7508 W Treasure Drive	WWP	Citation	1/15/2022	$250.00			
7520 W Treasure Drive	Noise	Warning	1/17/2022				
7631 Miami View Drive	Noise	Warning	1/17/2022				
1650 S Treasure Drive	BTR	Warning	1/18/2022				
7917 West Drive	Bulk Trash	Warning	1/19/2022				
7934 West Drive #1003	Noise	Citation	1/20/2022		$250.00		
7521 Cutlass Ave	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Warning	1/20/2022				
1900 S Treasure Drive #3D	Operating/Advertising	Warning	1/20/2022				
7933 West Drive #715	Operating/Advertising	Warning	1/20/2022				
7548 Adventure Ave	Operating/Advertising	Citation	1/22/2022	$1,000.00		Yes	(1) of (3)
7548 Adventure Ave	BTR	Citation	1/22/2022	$100.00			
7500 Beach View Drive	Pool Violation	Citation	1/22/2022	$100.00			
7525 E Treasure Drive	Building Miantenence	Warning	1/25/2022				
7920 East Drive	Blocking ROW	Warning	1/26/2022				
7552 Cutlass Ave	Noise	Citation	1/26/2022		$500.00		
7508 W Treasure Drive	WWP	Citation	1/27/2022		$250.00		
1690 S Treasure Drive	WWP	Citation	1/28/2022		$250.00		
1865 Kennedy Cswy #5L	Noise	Citation	1/28/2022		$100.00		
7548 Adventure Ave	Operating/Advertising	Citation	1/28/2022		$1,000.00		
7548 Adventure Ave	BTR	Citation	1/28/2022		$100.00		
7524 Buccaneer Ave	Noise	Citation	1/31/2022		$250.00		
7811 Miami View Drive	Bulk Trash	Warning	1/31/2022				
7720 Center Bay Drive	Landscape	Warning	1/31/2022				
(49) Lien Searches							
				$2,900.00	$3,900.00		

	Code	Statistics	Feb-22	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7917 West Drive	Bulk Trash	Warning	2/1/2022				
7441 Coquina Drive	Construction Site Maint.	Warning	2/1/2022				
7939 East Drive	Knox Box	Warning	2/2/2022				
1630 S Treasure Drive	Special Magistrate	Order	2/2/2022		$220.00		
7929 West Drive #903	Noise	Warning	2/3/2022				
8000 West Drive	Noise	Warning	2/3/2022				
7946 East Drive #201	Operating/Advertising	Warning	2/3/2022				
8020 East Drive #218	Noise	Citation	2/3/2022		$250.00		
8020 East Drive #218	WWP	Citation	2/3/2022		$250.00		
7927 East Drive	Operating/Advertising	Warning	2/3/2022				
7917 West Drive	Trash	Citation	2/7/2022		$200.00		
7536 W Treasure Drive	WWP	Citation	2/7/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	2/8/2022	$250.00			
23-3209-001-0270	Landscape	Warning	2/8/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	2/8/2022		$250.00		
1750 S Treasure Drive	Knox Box	Warning	2/9/2022				
1625 Kennedy Causeway	Knox Box	Warning	2/14/2022				
1820 S Treasure Drive #205	WWP	Citation	2/14/2022		$250.00		
1353 Bay Terrace	WWP	Citation	2/14/2022	$250.00			
1880 S Treasure Drive	Blocking ROW	Warning	2/15/2022				
1666 Kennedy Cswy #604	Trash	Warning	2/15/2022				
7917 West Drive	Recycling	Warning	2/15/2022				
7929 West Drive	Recycling	Warning	2/15/2022				
1855 Kennedy Cswy	Filming	Warning	2/15/2022				
1666 Kennedy Causeway	Special Magistrate	Order	2/16/2022		$1,200.00		
7801 Center Bay Drive	Construction Site Maint.	Warning	2/16/2022				
7421 Coquina Drive	ROW Violation	Warning	2/18/2022				
7548 W Treasure Drive	Noise	Citation	2/19/2022	$250.00			
7548 W Treasure Drive	WWP	Citation	2/19/2022	$250.00			
1880 S Treasure Drive	ROW Violation	Warning	2/19/2022				
7810 Center Bay Drive	Noise	Warning	2/19/2022				
7730 Center Bay Drive	Bulk Trash	Warning	2/22/2022				
7710 Coquina Drive	Bulk Trash	Warning	2/22/2022				
7720 Miami View Drive	WWP	Citation	2/23/2022	$250.00			

7720 Miami View Drive	WWP	Citation	2/24/2022		$250.00		
7505 Cutlass Ave	Illicit Discharge	Citation	2/24/2022	$200.00			
7700 Beach View Drive	Noise	Citation	2/26/2022	$250.00			
7811 Beach View Drive	Noise	Citation	2/27/2022	$500.00		Yes	(1) of (5)
7552 Bounty Ave	Trash	Warning	2/28/2022				
7700 Beach View Drive	Noise	Citation	2/28/2022		$250.00		
(67) Lien Searches							
				$2,200.00	$3,370.00		

	Code	**Statistics**	**Mar-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
Harbor Island	Derelict Vehicle	Warning	3/1/2022				
7910 West Drive	Bulk Trash	Warning	3/1/2022				
Harbor Island ROW	Prohibited Sign	Removed	3/1/2022				
7530 Miami View Drive	Noise	Warning	3/1/2022				
7811 Beach View Drive	Noise	Citation	3/1/2022		$500.00		
7557 Mutiny Ave	WWP	Citation	3/4/2022	$250.00			
7915 East Drive #2D	Noise	Citation	3/4/2022		$250.00		
7505 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7509 Adventure Ave	Trash Cans/Trash	Warning	3/5/2022				
7901 Hispanola Ave	Noise	Citation	3/5/2022	$250.00			
7915 East Drive	Noise	Citation	3/5/2022	$250.00			
1620 N Treasure Drive	Bulk Trash	Warning	3/9/2022				
7915 East Drive #1A	Noise	Citation	3/9/2022		$250.00		
7421 Coquina Drive	Construction Maint.	Warning	3/10/2022				
1610 S Treasure Drive	Special Magistrate	Order	3/10/2022		$1,600.00		
7557 Mutiny Ave	WWP	Citation	3/10/2022		$250.00		
7621 Coquina Drive	Trash	Warning	3/10/2022				
7601 E Treasure Dr #CU25	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	Noise	Citation	3/11/2022		$250.00		
7548 W Treasure Drive	WWP	Citation	3/11/2022		$250.00		
7710 Beach View Drive	Noise	Citation	3/12/2022	$250.00			
7710 Beach View Drive	WWP	Citation	3/12/2022	$250.00			
7536 Bounty Ave	Special Magistrate	Order	3/14/2022		$250.00		
1666 Kennedy Cswy #501	Trash	Warning	3/15/2022				
7501 E Treasure Dr #6T	Noise	Citation	3/15/2022		$250.00		

Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
1480 S Treasure Drive	Landscape	Citation	3/17/2022		$200.00		
Treasure Island	Abandoned Prop. (Bike)	Warning/Removed	3/16/2022				
7904 West Drive (rear)	Abandoned Vessel	Warning	3/19/2022				
7711 Coquina Drive	Trash/Recycle cans	Warning	3/19/2022				
7910 West Drive (rear)	Noise	Warning	3/21/2022				
7501 E Treasure Dr #7P	Operating/Advertising	Warning	3/21/2022				
7505 Cutlass Ave	Illicit Discharge	Citation	3/21/2022		$200.00		
1400 S Treasure Drive	Bulk Trash	Warning	3/22/2022				
7901 Hispanola Ave	Noise	Citation	3/22/2022		$250.00		
8000 West Drive	Noise	Citation	3/22/2022		$250.00		
1880 S Treasure Drive	Trash	Warning	3/22/2022				
7800 Center Bay Drive	Bulk Trash	Warning	3/22/2022				
7801 Center Bay Drive	Open/Unsecure	Warning	3/22/2022				
1900 S Treasure Drive	Trash	Warning	3/22/2022				
7934 West Drive #904	Special Magistrate	Order	3/23/2022		$3,000.00		
1865 Kennedy Cswy #12G	WWP	Citation	3/23/2022	$250.00			
Public ROW	Prohibited Sign	Removed	3/23/2022				
7700 Beachview Drive	WWP	Citation	3/23/2022	$250.00			
1571 S Treasure Drive	Noise	Warning	3/24/2022				
1353 Bay Terrace	WWP	Citation	3/24/2022		$250.00		
7720 Center Bay Drive	Trash/Recycle Cans	Citation	3/26/2022	$250.00			
7941 West Drive #301	WWP	Citation	3/26/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	3/28/2022				
Treasure Island	Abandoned Vehicle	Warning	3/28/2022				
1880 S Treasure Drive	Special Magistrate	Order	3/28/2022		$3,500.00		
7540 W Treasure Drive	Noise	Warning	3/29/2022				
Harbor Island	Derelict Vehicle	Warning	3/30/2022				
7901 Hispanola Ave	Construction Maint.	Warning	3/30/2022				
7904 West Drive #816	WWP	Citation	3/31/2022		$200.00		
(126) Lien Searches							
				$2,250.00	$11,950.00		
	Code	**Statistics**	**Apr-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7540 Bounty Ave	Bulk Trash	Warning	3/31/2022				

7536 Bounty Ave	Bulk Trash	Warning	3/31/2022				
7500 Beachview Drive	Pool Violation	Warning	3/31/2022				
7501 Center Bay Drive	Bulk Trash	Warning	3/31/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	3/31/2022	$250.00			
7700 Beach View Drive	WWP	Citation	4/1/2022		$250.00		
7536 Bounty Ave	Bulk Trash	Warning	4/1/2022				
1571 S Treasure Drive	Property Maintenance	Warning	4/1/2022				
1440 S Treasure Drive	WWP	Citation	4/2/2022	$250.00			
1440 S Treasure Drive	Noise	Citation	4/2/2022	$250.00			
7544 W Treasure Drive	Noise	Warning	4/2/2022				
7811 Beach View Drive	Trash Cans	Citation	4/2/2022	$200.00			
7536 Bounty Ave	Special Magistrate	Order	4/4/2022		$75.00		
7720 Center Bay Drive	Trash Cans	Citation	4/4/2022		$200.00		
7701 Miami View Drive	Bulk Trash	Warning	4/4/2022				
1900 S Treasure Drive	Property Maintenance	Warning	4/5/2022				
7700 Miami View Drive	Noise	Citation	4/7/2022	$500.00		Yes	(2) of (5)
7533 Adventure Ave	WWP	Citation	4/7/2022	$250.00			
1690 S Treasure Drive	WWP	Citation	4/9/2022	$250.00			
7525 Buccaneer Ave	Construction Site Maint.	Citation	4/8/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	4/8/2022				
7927 East Drive	Minimum Housing	Warning	4/8/2022				
7601 Beach View Drive	Noise	Warning	4/9/2022				
7500 Bounty Ave	Noise	Warning	4/9/2022				
7508 W Treasure Drive	Landscape	Warning	4/10/2022				
7540 W Treasure Drive	ROW Violation	Warning	4/11/2022				
7700 Miami View Drive	Noise	Citation	4/11/2022		$500.00		
7700 Miami View Drive	Trash	Warning	4/11/2022				
7800 Beach View Drive	Bulk Trash	Warning	4/11/2022				
1865 Kennedy Cswy #12G	WWP	Citation	4/12/2022		$250.00		
7601 E Treasure Drive	Graffiti	Warning	4/11/2022				
1872 Kennedy Cswy	Graffiti	Warning	4/11/2022				
7500 Beach View Drive	Pool Violations	Citation	4/15/2022		$100.00		
1900 S Treasure Drive	Operating/Advertising	Warning	4/16/2022				
7810 Center Bay Drive	Noise	Warning	4/18/2022				
Harbor Island	Derelict Vehicle	Warning	4/18/2022				
23-3209-001-0270	Trash	Warning	4/18/2022				
7901 Hispanola Ave	Construction Site Maint.	Citation	4/18/2022		$250.00		
7552 Cutlass Ave	Special Magistrate	Order	4/18/2022		$1,600.00		
1865 Kennedy Cswy #3A	WWP	Citation	4/19/2022	$250.00			

7548 W Treasure Drive	Blocking ROW	Warning	4/19/2022				
7513 Adventure Ave	Noise	Citation	4/22/2022	$250.00			
7910 Harbor Island Dr. #601	Operating/Advertising	Citation	4/22/2022	$1,000.00			
7910 Harbor Island Dr. #601	BTR	Citation	4/22/2022	$100.00			
1690 S Treasure Drive	WWP	Citation	4/22/2022		$250.00		
7500 Beach View Drive	Special Magistrate	Order	4/22/2022		$325.00		
Treasure Island	Abandoned Vehicle	Warning	4/25/2022				
Treasure Island	Derelict Vehicle	Warning	4/25/2022				
7631 Miami View Drive	Construction Site Maint.	Warning	4/25/2022				
7549 Hispanola Ave	WWP	Citation	4/29/2022				
7525 Buccaneer Ave	Noise	Warning	4/30/2022				
7720 Center Bay Drive	Trash Cans	Warning	4/30/2022				
(58) Lien Searches							
				$3,800.00	$3,800.00		

	Code	**Statistics**	**May-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Adventure Ave	Noise	Warning	5/1/2022				
7513 Adventure Ave	Noise	Citation	5/2/2022	$500.00			
7508 Jewel Ave	Operating/Advertising	Warning	5/2/2022				
7529 Buccaneer Ave	Bulk Trash	Warning	5/3/2022				
7910 Harbor Island Dr #601	Operating/Advertising	Citation	5/4/2022		$1,000.00		
7910 Harbor Island Dr #601	BTR	Citation	5/4/2022		$100.00		
7910 West Drive #205	WWP	Citation	5/5/2022	$250.00			
7545 E Treasure Dr #10A	WWP	Citation	5/5/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	5/5/2022				
7517 Cutlass Ave	Fence	Warning	5/9/2022				
7544 Mutiny Ave	Trash Can	Warning	5/10/2022				
7513 Adventure Ave	Noise	Citation	5/12/2022		$250.00		
7911 East Drive	Illicit Discharge	Warning	5/12/2022				
7549 Hispanola Ave	WWP	Citation	5/16/2022		$250.00		
7613 Mutiny Ave	Trash	Warning	5/17/2022				
7540 Bounty Ave	Bulk Trash	Warning	5/17/2022				
Treasure Island	Prohibited Sign	Removed	5/17/2022				
7904 West Drive #816	Noise	Warning	5/17/2022				
Treasure Island	Abandoned Bike	Warning/Removed	5/20/2022				

7513 Adventure Ave	Noise	Warning	5/20/2022		$500.00		
7801 Miami View Drive	Trash Cans	Citation	5/21/2022	$200.00			
1440 S Treasure Drive	WWP	Citation	5/21/2022	$250.00			
7548 Buccaneer Ave	Pool Violations	Warning	5/21/2022				
7529 W Treasure Drive	Blocking ROW	Warning	5/23/2022				
Treasure Island	Dead Storage	Warning	5/24/2022				
7934 West Drive #602	Noise	Warning	5/24/2022				
1800 Kennedy Cswy #A201	Special Magistrate	Order	5/24/2022		$300.00		
1701 N Treasure Drive	Landscape	Warning	5/24/2022				
7524 W Treasure Drive	Landscape	Warning	5/25/2022				
7511 Center Bay Drive	Construction Site Maint.	Warning	5/25/2022				
1600 Kennedy Cswy	Trash	Warning	5/26/2022				
7904 West Drive	Prohibited Sign	Warning	5/28/2022				
7917 West Drive	Bulk Trash	Warning	5/30/2022				
7800 Miami View Drive	Blocking ROW	Warning	5/30/2022				
7801 Center Bay Drive	Noise	Warning	5/30/2022				
7524 W Treasure Drive	Open & Unsecure	Warning	5/30/2022				
1630 S Treasure Drive	Blocking ROW	Warning	5/30/2022				
1356 Bay Terrace	Bulk Trash	Warning	5/30/2022				
7910 West Drive	WWP	Citation	5/31/2022		$250.00		
7501 W Treasure Drive	Construction Site Maint.	Warning	5/31/2022				
7500 Beach View Drive	Pool Violations	Warning	5/31/2022				
Harbor Island	Peddler/Solicitor	Warning/Removed	5/31/2022				
(101) Lien Searches							
				$1,450.00	$2,650.00		

	Code	**Statistics**	**Jun-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7501 Adventure Ave	Landscape	Warning	6/1/2022				
7528 Buccaneer Ave	Construction Site Maint.	Warning	6/1/2022				
7510 Coquina Drive	Bulk Trash	Warning	6/1/2022				
1830 S Treasure Drive	Bulk Trash	Warning	6/1/2022				
7545 E Treasure Dr #10A	WWP	Citation	6/1/2022		$250.00		
7904 West Drive #517	WWP	Citation	6/2/2022	$250.00			
7505 Bounty Ave	Special Magistrate	Order	6/3/2022		$75.00		
1647 N Treasure Drive	Graffiti	Warning	6/6/2022				
1508 Kennedy Cswy	Graffiti	Warning	6/6/2022				

1550 Kennedy Cswy	Graffiti	Warning	6/6/2022				
1865 Kennedy Cswy #3A	WWP	Citation	6/7/2022		$250.00		
7401 Center Bay Drive	BTR	Warning	6/8/2022				
1790 Kennedy Cswy	Building Maintenance	Warning	6/8/2022				
1701 N Treasure Dr #5	Landscape	Warning	6/11/2022				
7505 Adventure Ave	Landscape	Warning	6/11/2022				
7500 Center Bay Drive	Landscape	Warning	6/11/2022				
7524 W Treasure Drive	Landscape	Warning	6/11/2022				
7512 Buccaneer Ave	Landscape	Warning	6/11/2022				
1701 S Treasure Drive	Landscape	Warning	6/11/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
Treasure Island	Derelict Vehicle	Warning	6/13/2022				
1600 Kennedy Cswy	Graffiti	Warning	6/13/2022				
1600 Kennedy Cswy	Trash	Warning	6/13/2022				
1524 Kennedy Cswy	Graffiti	Warning	6/13/2022				
7411 Beach View Drive	Bulk Trash	Warning	6/14/2022				
7610 Center Bay Drive	Bulk Trash	Warning	6/14/2022				
7720 Miami View Drive	Trash Cans	Warning	6/15/2022				
1880 S Treasure Drive	Bulk Trash	Warning	6/15/2022				
1601 Kennedy Cswy	Open / Unsecure	Warning	6/16/2022				
7720 Miami View Drive	Landscape	Warning	6/16/2022				
7508 Bounty Ave	Landscape	Warning	6/15/2022				
7548 Hispanola Ave	Landscape	Warning	6/15/2022				
7524 W Treasure Drive	Landscape	Citation	6/21/2022	$200.00			
23-3209-001-0279	Fence	Warning	6/21/2022				
7544 W Treasure Drive	WWP	Citation	6/21/2022		$1,200.00		
1735 N Treasure Drive	Special Magistrate	Order	6/22/2022		$250.00		
1865 Kennedy Cswy #12G	Special Magistrate	Order	6/24/2022		$1,000.00		
8020 East Drive #218	Special Magistrate	Order	6/24/2022		$900.00		
7552 Cutlass Ave	Noise	Citation	6/25/2022	$250.00			
1750 S Treasure Dr #1	Noise	Citation	6/27/2022		$250.00		
7720 Miami View Drive	Special Magistrate	Order	6/28/2022		$1,200.00		
7931 East Drive	Stagnant Water	Warning	6/29/2022				
7931 East Drive	Trash	Warning	6/29/2022				
(45) Lien Searches							
				$700.00	$5,375.00		
	Code	**Statistics**	**Jul-22**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 Cutlass Ave	Trash	Warning	7/1/2022				
Treasure Island	Derelict Vehicle	Warning	7/5/2022				
8000 West Drive	Trash	Warning	7/5/2022				
1580 Kennedy Cswy	WWP	Citation	7/5/2022	$250.00			
7929 West Drive	Trash	Warning	7/5/2022				
Treasure Island	Derelict Vehicle	Warning	7/6/2022				
7810 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1580 Kennedy Cswy	WWP	Citation	7/7/2022		$250.00		
7537 Mutiny Ave	WWP	Citation	7/7/2022	$250.00			
7701 Beach View Drive	Bulk Trash	Warning	7/6/2022				
1872 Kennedy Cswy	Noise	Warning	7/7/2022				
7501 E Treasure Drive	Construction Maint.	Warning	7/7/2022				
1600 Kennedy Cswy	Trash	Warning	7/11/2022				
7700 Center Bay Drive	Landscape	Warning	7/12/2022				
7524 W Treasure Drive	Landscape	Citation	7/12/2022		$200.00		
7720 Coquina Drive	Bulk Trash	Warning	7/12/2022				
7501 E Treasure Drive	Trash	Warning	7/12/2022				
7556 Bounty Ave	Bulk Trash	Warning	7/12/2022				
1550 Kennedy Cswy	Graffiti	Citation	7/13/2022	$100.00			
7504 Adventure Ave	Bulk Trash	Warning	7/14/2022				
1321 Bay Terrace	Bulk Trash	Warning	7/14/2022				
7529 Mutiny Ave	WWP	Citation	7/14/2022	$250.00			
7601 E Treasure Dr #2007	Noise	Citation	7/22/2022		$250.00		
1750 S Treasure Drive	Noise	Citation	7/22/2022		$250.00		
7421 Beach View Drive	Property Maintenance	Warning	7/23/2022				
7720 Center Bay Drive	Trash Cans	Citation	7/23/2022	$200.00		yes	1
7536 Adventure Ave	Trash Cans	Citation	7/23/2022	$200.00			
7801 Center Bay Drive	Construction Maint.	Warning	7/25/2022				
7537 Mutiny Ave	WWP	Citation	7/26/2022		$250.00		
1880 S Treasure Drive	WWP	Citation	7/26/2022	$250.00			
1872 Kennedy Cswy	Noise	Citation	7/26/2022	$250.00			
7552 Cutlass Ave	Noise	Citation	7/26/2022		$250.00		
Public ROW	Prohibited Sign	Removed	7/27/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1755 Kennedy Cswy	Property Maintenance	Warning	7/27/2022				
1555 E Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Miami View Drive	Trash Cans	Citation	7/28/2022		$200.00		

7525 Buccaneer Ave	Construction Maint.	Citation	7/28/2022		$250.00		
7811 Beach View Drive	Trash Cans	Citation	7/28/2022		$200.00		
1510 S Treasure Drive	Bulk Trash	Warning	7/28/2022				
7801 Center Bay Drive	Construction Maint.	Citation	7/28/2022	$500.00			
7510 Coquina Drive	Bulk Trash	Warning	7/28/2022				
1700 N Treasure Drive	WWP	Citation	7/28/2022	$250.00			
1365 Bay Terrace	Trash Cans	Warning	7/30/2022				
7513 Adventure Ave	Trash Cans	Warning	7/30/2022				
7509 Adventure Ave	Trash Cans	Warning	7/30/2022				
7700 Miami View Drive	Trash Cans	Warning	7/30/2022				
7720 Miami View Drive	Trash Cans	Warning	7/30/2022				
7537 Mutiny Ave	Noise	Citation	7/30/2022	$250.00			
(35) Lien Searches							
				$2,750.00	$2,100.00		

	Code	**Statistics**	**Aug-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7920 East Drive	Bulk Trash	Warning	8/1/2022				
1780 Kennedy Cswy #111	Noise	Warning	8/1/2022				
Treasure Island	Prohibited Signs	Removed	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/2/2022				
1800 Kennedy Cswy	Property Maintenance	Warning	8/3/2022				
7710 Miami View Drive	Noise	Warning	8/3/2022				
1800 Kennedy Cswy #109	Noise	Warning	8/4/2022				
7505 Adventure Ave	WWP	Warning	8/5/2022				
7549 Hispanola Ave	Noise	Citation	8/6/2022	$250.00			
1356 Bay Terrace	Landscape	Warning	8/6/2022				
7549 Hispanola Ave	Noise	Citation	8/8/2022		$250.00		
7536 Adventure Ave	Trash Cans	Citation	8/8/2022		$200.00		
Treasure Island	Derelict/Storage Vehicle	Warning	8/8/2022				
7700 Coquina Drive	Landscape / Trash	Warning	8/8/2022				
7915 East Drive	Bulk Trash	Warning	8/9/2022				
1365 Bay Terrace	Bulk Trash	Warning	8/10/2022				
1600 Kennedy Cswy	Trash	Citation	8/10/2022	$200.00			
1872 Kennedy Cswy	Noise	Citation	8/11/2022		$250.00		

7552 Cutlass Ave	WWP	Citation	8/11/2022	$250.00			
1701 N Treasure Drive #3	Landscape	Warning	8/11/2022				
23-3209-001-0013	Trash/Landscape	Warning	8/11/2022				
7918 West Drive	Construction Site Maint.	Warning	8/15/2022				
7621 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7801 Center Bay Drive	Construction Site Maint.	Citation	8/15/2022		$500.00		
7620 Center Bay Drive	Bulk Trash	Warning	8/15/2022				
7552 Cutlass Ave	WWP	Citation	8/17/2022		$250.00		
1800 Kennedy Cswy	Minimum Housing	Citation	8/18/2022	$250.00			
1356 Bay Terrace	Landscape	Citation	8/19/2022	$200.00			
7517 Buccaneer Ave	WWP	Citation	8/20/2022	$250.00			
7500 Beach View Drive	Noise	Citation	8/20/2022	$250.00			
7500 Beach View Drive	WWP	Citation	8/20/2022	$250.00			
7720 Center Bay Drive	Trash Cans	Citation	8/22/2022		$200.00		
7929 West Drive #903	Noise	Warning	8/24/2022				
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$200.00		
1900 S Treasure Drive #4C	Noise	Citation	8/24/2022		$100.00		
7537 Mutiny Ave	Noise	Citation	8/24/2022		$250.00		
7915 East Drive	Bulk Trash	Warning	8/25/2022				
7918 West Drive	Open/Unsecure	Warning	8/25/2022				
Treasure Island	Derelict/StorageTrailer	Warning	8/27/2022				
7929 West Drive #903	Noise	Citation	8/29/2022	$200.00			
8000 West Drive	Bulk Trash	Warning	8/29/2022				
1331 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1356 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
1321 Bay Terrace	Prohibited Sign	Removed	8/30/2022				
7420 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7611 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7610 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7600 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7531 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7630 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7721 Miami View Drive	Prohibited Sign	Removed	8/30/2022				
7730 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7731 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7620 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7611 Coquina Drive	Prohibited Sign	Removed	8/31/2022				
7701 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
7721 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				

7730 Center Bay Drive	Prohibited Sign	Removed	8/31/2022				
(23) Lien Searches							
				$2,100.00	$2,200.00		
	Code	**Statistics**	**Sep-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1640 N Treasure Drive	Landscape	Warning	8/27/2022				
1670 N Treasure Drive	Landscape	Warning	8/27/2022				
Treasure Island	Derelict/Storage Vehicle	Warning	8/27/2022				
7536 W Treasure Drive	Noise	Citation	9/1/2022	$250.00		No/Long Term	
7536 W Treasure Drive	Noise	Citation	9/2/2022	$500.00		No/Long Term	
Treasure Island	Derelict/Storage Vehicle	Warning	9/5/2022				
1600 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1872 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1725 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/6/2022				
8000 West Drive #405	Operating/Advertising	Warning	9/7/2022				
7517 Buccaneer Ave	WWP	Citation	9/7/2022		$250.00		
1600 Kennedy Cswy	Trash	Citation	9/7/2022		$200.00		
7401 Center Bay Drive	Landscape	Warning	9/8/2022				
7517 Hispanola Ave	Landscape	Warning	9/8/2022				
1670 S Treasure Drive	Noise	Citation	9/8/2022	$250.00			
7544 Mutiny Ave	WWP	Citation	9/8/2022	$250.00			
7500 Beach View Drive	Noise	Citation	9/9/2022		$250.00		
7500 Beach View Drive	WWP	Citation	9/9/2022		$250.00		
7531 Center Bay Drive	WWP	Citation	9/13/2022	$250.00			
1351 Bay Terrace	Bulk Trash	Warning	9/14/2022				
1600 Kennedy Cswy	Trash	Warning	9/14/2022				
1800 Kennedy Cswy	Minimum Housing	Citation	9/14/2022		$250.00		
7525 E Treasure Drive #504	Operating/Advertising	Warning	9/16/2022				
7525 E Treasure Drive	Operating/Advertising	Warning	9/16/2022				
7509 Mutiny Ave	Landscape	Warning	9/17/2022				
7600 Beach View Drive	Landscape	Warning	9/17/2022				
1508 Kennedy Cswy	Grafitti	Warning	9/19/2022				
1400 Kennedy Cswy	Prohibited Sign	Removed	9/19/2022				
7929 West Drive #903	Noise	Citation	9/19/2022		$200.00		

7517 Bounty Ave	WWP	Citation	9/20/2022	$250.00			
7517 Bounty Ave	Bulk Trash	Warning	9/20/2022				
7525 E Treasure Drive #708	Minimum Housing	Warning	9/21/2022				
7525 E Treasure Drive	Minimum Housing	Citation	9/21/2022	$250.00			
7710 Center Bay Drive	Bulk Trash	Warning	9/21/2022				
Harbor Island	Derelict/Storage Vehicle	Warning	9/22/2022				
Harbor Island	Derelict/Storage Scooter	Warning	9/22/2022				
Treasure Island	Abandoned Property	Warning	9/22/2022				
7931 East Drive	Trash	Warning	9/22/2022				
7501 Center Bay Drive	Bulk Trash	Warning	9/22/2022				
7731 Beach View Drive	WWP / Painting	Warning	9/22/2022				
7544 Mutiny Ave	WWP	Citation	9/22/2022		$250.00		
All Construction Sites	Order to Secure	Warning	9/23/2022				
7513 Bounty Ave	Noise	Citation	9/24/2022	$250.00			
All Construction Sites	Order to Secure	Warning	9/24/2022				
7531 Center Bay Drive	WWP	Citation	9/26/2022		$250.00		
7928 West Drive #510	WWP	Citation	9/27/2022	$250.00			
7517 Bounty Ave	WWP	Citation	9/27/2022		$250.00		
Harbor Island	Storage Trailer	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Warning	9/28/2022				
7508 W Treasure Drive	Open/Unsecure	Warning	9/28/2022				
7401 Center Bay Drive	Bulk Trash	Warning	9/28/2022				
1665 Kennedy Cswy	Property Maintenance	Warning	9/28/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	9/28/2022	$250.00			
1700 N Treasure Drive	WWP	Citation	9/29/2022		$250.00		
(32) Lien Searches							
				$2,750.00	$2,400.00		

	Code	**Statistics**	**Oct-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1601 Kennedy Cswy	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Noise	Citation	10/1/2022	$250.00			
7525 Buccaneer Ave	Noise	Citation	10/1/2022	$250.00			
7509 Mutiny Ave	Landscape/Trash	Citation	10/1/2022	$200.00			
7600 Beach View Drive	Landscape/Trash	Citation	10/1/2022	$200.00			
7500 W Treasure Drive	Landscape	Warning	10/1/2022				
7508 W Treasure Drive	Construction Site Maint.	Citation	10/3/2022		$250.00		

7508 W Treasure Drive	Noise	Citation	10/3/2022		$250.00		
7910 West Drive	Bulk Trash	Warning	10/3/2022				
7509 Mutiny Ave	Landscape	Citation	10/4/2022		$200.00		
7430 Beach View Drive	WWP	Citation	10/4/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Warning	10/4/2022				
7430 Beach View Drive	WWP	Citation	10/5/2022		$250.00		
7937 West Drive	Bulk Trash	Warning	10/5/2022				
7500 Center Bay Drive	Construction Site Maint.	Citation	10/5/2022	$250.00			
7939 West Drive	Trash	Warning	10/6/2022				
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
1356 Bay Terrace	WWP	Citation	10/6/2022	$250.00			
7531 Center Bay Drive	Noise	Citation	10/7/2022	$250.00			
7938 West Drive	Trash	Warning	10/7/2022				
7926 East Drive	Bulk Trash	Warning	10/10/2022				
1321 Bay Terrace	Bulk Trash	Warning	10/12/2022				
7513 Bounty Ave	Noise	Citation	10/12/2022	$250.00			
7513 Bounty Ave	WWP	Citation	10/12 2022	$250.00			
7910 West Drive	Bulk Trash	Warning	10/12/2022				
7531 Center Bay Drive	Noise	Citation	10/14/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	10/14/2022				
Treasure Island	Prohibited Sign	Removed	10/14/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	10/15/2022	$250.00			
7508 W Treasure Drive	Special Magistrate	Order	10/17/2022		$3,000.00		
7922 East Drive	Vacant Lot Fee	Warning	10/17/2022		$250.00		
1820 S Treasure Drive	WWP	Citation	10/18/2022	$250.00			
7941 West Drive #301	Special Magistrate	Order	10/18/2022		$800.00		
1780 Kennedy Cswy	WWP	Citation	10/18/2022	$250.00			
7401 Miami View Drive	Landscape	Warning	10/18/2022				
23-3209-001-0013	Vacant Lot Fee	Warning	10/19/2022		$250.00		
7500 Miami View Drive	Landscape	Warning	10/19/2022				
7500 Coquina Drive	WWP/Painting	Warning	10/19/2022				
7920 East Drive	Bulk Trash	Warning	10/20/2022				
7920 East Drive	Minimum Housing	Citation	10/20/2022	$250.00			
7500 Center Bay Drive	Construction Site Maint.	Citation	10/20/2022		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Warning	10/22/2022				
7500 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7531 Center Bay Drive	Trash Cans	Warning	10/22/2022				
7934 West Drive #1105	Operating/Advertising	Warning	10/22/2022				
7904 West Drive #303	Operating/Advertising	Warning	10/22/2022				

7441 Coquina Drive	Noise	Citation	10/22/2022	$250.00			
Treasure Island	Prohibited Sign	Removed	10/24/2022				
Treasure Island	Prohibited Sign	Removed	10/24/2022				
7548 W Treasure Drive	Various	Warning	10/24/2022				
1555 Kennedy Cswy	Vacant Lot Fee	Warning	10/24/2022		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	10/24/2022		$250.00		
7600 Beach View Drive	Landscape	Citation	10/24/2022		$200.00		
1701 N Treasure Drive #2	Landscape	Warning	10/25/2022				
7530 Beach View Drive	Bulk Trash	Warning	10/26/2022				
Treasure Island	Prohibited Sign	Removed	10/27/2022				
7500 Center Bay Drive	ROW Violation	Warning	10/27/2022				
1670 S Treasure Drive	Noise	Citation	10/27/2022		$250.00		
7421 Miami View Drive	WWP	Citation	10/27/2022	$250.00			
1800 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1790 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1780 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
1770 Kennedy Cswy	WWP	Citation	10/28/2022	$250.00			
8000 West Drive	Parking Violations	Warning	10/28/2022				
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022	$250.00			
1820 S Treasure Drive	WWP	Citation	10/28/2022		$250.00		
1780 Kennedy Cswy #311	WWP	Citation	10/28/2022		$250.00		
(23) Lien Searches							
				$5,400.00	$7,200.00		

	Code	**Statistics**	**Nov-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7513 Bounty Ave	WWP	Citation	11/1/2022		$250.00		
7513 Bounty Ave	Noise	Citation	11/1/2022		$250.00		
7545 E Treasure Drive	WWP	Citation	11/1/2022	$250.00			
7920 East Drive	Bulk Trash	Warning	11/1/2022				
1359 Bay Terrace	Bulk Trash	Warning	11/1/2022				
7928 West Drive #510	WWP/SWO	Citation	11/2/2022	$250.00			
23-3209-008-1200	Vacant Lot Fee	Warning	11/2/2022		$250.00		
7525 Buccaneer Ave	Noise	Citation	11/3/2022		$250.00		
23-3209-008-1210	Vacant Lot Fee	Warning	11/3/2022		$250.00		
1900 S Treasure Drive	Minimum Housing	Warning	11/2/2022				
7910 West Drive	Bulk Trash	Warning	11/1/2022				

7401 Beach View Drive	Vacant Lot Fee	Warning	11/4/2022		$250.00		
7918 West Drive	Noise	Citation	11/5/2022	$250.00			
7711 Miami View Drive	Noise	Citation	11/5/2022	$250.00			
All Construction Sites	Order to Secure	Warning	11/7/2022				
7933 West Drive	Bulk Trash	Warning	11/7/2022				
7920 East Drive	Bulk Trash	Citation	11/7/2022	$200.00			
1401 Kennedy Cswy	Bulk Trash	Warning	11/8/2022				
23-3209-033-0001	Minimum Housing	Citation	11/8/2022		$250.00		
Various Locations	Order to Secure	Warning	11/8/2022				
1365 Bay Terrace	Trash Cans	Warning	11/8/2022				
7721 Miami View Drive	Bulk Trash	Warning	11/8/2022				
1665 Kennedy Cswy	Graffiti	Warning	11/10/2022				
7631 Miami View Drive	Trash Cans	Warning	11/9/2022				
7931 East Drive	Property Maintenance	Warning	11/10/2022				
1865 Kennedy Cswy #3A	Special Magistrate	Order	11/15/2022		$1,500.00		
1401 Kennedy Cswy	Graffiti	Warning	11/15/2022				
1624 Kennedy Cswy	WWP	Citation	11/17/2022	$250.00			
7525 E Treasure Drive	Minimum Housing	Citation	11/17/2022		$250.00		
7920 East Drive	Minimum Housing	Citation	11/17/2022	$250.00			
7910 West Drive	Special Magistrate	Order	11/18/2022		$1,900.00		
1690 S Treasure Drive	Special Magistrate	Order	11/18/2022		$2,900.00		
Treasure Island	Prohibited Sign	Removed	11/21/2022				
7504 Adventure Ave	Bulk Trash	Warning	11/21/2022				
7918 West Drive	Blocking ROW	Warning	11/21/2022				
1455 N Treasure Drive	Minimum Housing	Warning	11/21/2022				
7918 West Drive	Noise	Citation	11/21/2022		$250.00		
1624 Kennedy Cswy	WWP	Citation	11/21/2022		$250.00		
1630 S Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/23/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0270	Vacant Lot Fee	Warning	11/23/2022				
23-3209-001-0250	Vacant Lot Fee	Warning	11/23/2022				
7940 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7938 West Drive	Vacant Lot Fee	Warning	11/23/2022				
7548 W Treasure Drive	Construction Site Maint.	Warning	11/24/2022				
1700 Kennedy Cswy #110	Prohibited Sign	Warning	11/22/2022				
7918 West Drive	Construction Site Maint.	Citation	11/27/2022	$500.00			
1790 S Treasure Drive #4A	WWP	Citation	11/28/2022	$250.00			
7904 West Drive	Minimum Housing	Warning	11/28/2022				

1555 Kennedy Cswy	Landscape	Warning	11/29/2022				
1725 Kennedy Cswy	Various	Warning	11/29/2022				
7904 West Drive	Noise	Warning	11/30/2022				
7524 W Treasure Drive	Vacant Lot Fee	Warning	11/29/2022		$250.00		
(31) Lien Searches							
				$2,450.00	$9,050.00		

	Code	**Statistics**	**Dec-22**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1755 Kennedy Cswy	Trash	Warning	12/2/2022				
7509 Mutiny Ave	Noise	Citation	12/3/2022	$250.00			
7938 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
7940 West Drive	Vacant Lot Fee	Warning	12/5/2022		$250.00		
1530 Kennedy Cswy	WWP	Citation	12/5/2022	$250.00			
7920 East Drive	Minimum Housing	Warning	12/5/2022				
1900 S Treasure Drive	WWP	Citation	12/6/2022	$250.00			
7500 Center Bay Drive	Special Magistrate	Order	12/6/2022		$6,000.00		
Treasure Island	Derelict Vehicle	Warning	12/7/2022				
7509 Mutiny Ave	Blocking ROW	Warning	12/7/2022				
7525 E Treasure Drive	Bulk Trash	Warning	12/8/2022				
7731 Miami View Drive	Bulk Trash	Warning	12/8/2022				
7920 East Drive	Minimum Housing	Citation	12/8/2022	$250.00			
1470 S Treasure Drive	Noise	Citation	12/7/2022		$100.00		
7509 Mutiny Ave	Noise	Citation	12/8/2022		$250.00		
1356 Bay Terrace	Stagnant Water	Warning	12/10/2022				
7505 Cutlass Ave	Noise	Citation	12/10/2022				
8000 West Drive	Landscape	Warning	12/12/2022				
7548 W Treasure Drive	Construction Site Maint.	Citation	12/12/2022	$500.00			
7710 Miami View Drive	Bulk Trash	Warning	12/13/2022				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	12/13/2022		$250.00		
1670 S Treasure Drive	Construction Site Maint.	Warning	12/15/2022				
7505 Bounty Ave	WWP	Citation	12/16/2022		$250.00		
7721 Coquina Drive	Landscape	Warning	12/15/2022				
7529 Mutiny Ave	Landscape	Warning	12/16/2022				
7631 Miami View Drive	Landscape	Warning	12/16/2022				
7720 Miami View Drive	Noise	Warning	12/17/2022				

1356 Bay Terrace	Noise	Warning	12/17/2022				
7701 Miami View Drive	Noise	Citation	12/17/2022	$250.00			
1530 Kennedy Cswy	WWP	Citation	12/16/2022		$250.00		
1900 S Treasure Drive	WWP	Citation	12/19/2022		$250.00		
Treasure Island	Prohibited Sign	Removed	12/20/2022				
Treasure Island	Prohibited Sign	Removed	12/20/2022				
1630 S Treasure Drive	Vacant Lot Fee	Warning	12/20/2022		$250.00		
7910 West Drive	Trash	Warning	12/21/2022				
7552 Mutiny Ave	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7701 Miami View Drive	Bulk Trash	Warning	12/21/2022				
1680 S Treasure Drive	Bulk Trash	Warning	12/21/2022				
7711 Miami View Drive	WWP	Citation	12/21/2022	$250.00			
7710 Miami View Drive	Trash	Warning	12/22/2022				
1356 Bay Terrace	Noise	Warning	12/26/2022				
7600 Beach View Drive	WWP	Citation	12/27/2022	$250.00			
7920 East Drive	Minimum Housing	Citation	12/27/2022		$250.00		
1550 Kennedy Cswy	Bulk Trash	Warning	12/27/2022				
7920 East Drive	Trash	Citation	12/27/2022		$200.00		
7533 Bounty Ave	Noise	Warning	12/27/2022				
1356 Bay Terrace	Landscape	Citation	12/28/2022		$200.00		
1356 Bay Terrace	WWP	Citation	12/28/2022		$250.00		
8000 West Drive	Landscape	Warning	12/29/2022				
(43) Lien Searches							
				$2,500.00	$9,000.00		

	Code	**Statistics**	**Jan-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1550 Kennedy Cswy	Bulk Trash	Warning	1/3/2023				
7549 Bounty Ave	Landscape	Citation	1/3/2023		$1,000.00		
7631 Miami View Drive	Construction Site Maint.	Warning	1/3/2023				
Harbor Island	Derelict Vehicle	Warning	1/4/2023				
7925 East Drive	Property Maintenance	Warning	1/4/2023				
1872 Kennedy Cswy	Construction Mesh	Warning	1/4/2023				
7548 W Treasure Drive	Construction Mesh	Warning	1/4/2023				
7531 Miami View Drive	Bulk Trash	Warning	1/4/2023				
7631 Miami View Drive	Construction Mesh	Warning	1/4/2023				

7801 Center Bay Drive	Construction Mesh	Warning	1/4/2023				
7711 Center Bay Drive	Bulk Trash	Warning	1/4/2023				
1790 S Treasure Drive #4A	WWP	Citation	1/4/2023		$250.00		
7400 Beach View Drive	Bulk Trash	Warning	1/5/2023				
7711 Miami View Drive	WWP	Citation	1/5/2023		$250.00		
1440 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
1666 Kennedy Cswy	Prohibited sign	Warning	1/5/2023				
7631 Miami View Drive	Landscape	Citation	1/5/2023	$200.00			
7513 Mutiny Ave	Noise	Warning	1/7/2023				
7529 Mutiny Ave	Noise	Citation	1/7/2023	$250.00			
Treasure Island	Prohibited Sign	Removed	1/9/2023				
7620 Beach View Drive	Bulk Trash	Warning	1/11/2023				
7800 Hispanola Ave	Bulk Trash	Warning	1/12/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
7610 Center Bay Drive	Landscape	Warning	1/14/2023				
1780 Kennedy Cswy	Minimum Housing	Warning	1/14/2023				
7920 East Drive	Minimum Housing	Warning	1/15/2023				
7500 Beach View Drive	Noise	Warning	1/16/2023				
7410 Coquina Drive	Noise	Warning	1/16/2023				
23-3209-001-0013	Noise	Warning	1/16/2023				
23-3209-014-0190	Trash	Warning	1/16/2023				
7525 E Treasure Drive	Bulk Trash	Warning	1/16/2023				
1600 Kennedy Cswy	Graffiti	Warning	1/17/2023				
1600 Kennedy Cswy	Trash	Removed	1/17/2023				
7929 West Drive	Bulk Trash	Warning	1/17/2023				
7601 Coquina Drive	Bulk Trash	Warning	1/17/2023				
1666 Kennedy Cswy	Property Maintenance	Warning	1/19/2023				
7721 Coquina Drive	Landscape	Warning	1/20/2023				
Treasure Island	Derelict Vehicle	Warning	1/23/2023				
7925 East Drive	Blocking ROW	Removed	1/24/2023				
1450 S Treasure Drive	Noise	Warning	1/24/2023				
7904 West Drive #601	WWP	Citation	1/25/2023	$250.00			
7904 West Drive #1016	WWP	Citation	1/25/2023	$250.00			
1750 S Treasure Drive	Noise	Citation	1/26/2023		$500.00		
8000 West Drive	BTR	Warning	1/26/2023				
23-3209-001-0270	Vacant Lot Fee	Warning	1/27/2023		$250.00		
23-3209-001-0250	Vacant Lot Fee	Warning	1/27/2023		$250.00		
8000 West Drive #807	Noise	Citation	1/27/2023		$250.00		
7610 Center Bay Drive	WWP	Citation	1/28/2023	$250.00			

7531 Beach View Drive	Noise	Citation	1/28/2023	$250.00			
7517 Bounty Ave	Noise	Warning	1/28/2023				
7901 Hispanola Ave	Trash	Citation	1/30/2023	$200.00			
1400 Kennedy Cswy	Prohibited Sign	Removed	1/30/2023				
1601 Kennedy Cswy	Property Maintenance	Warning	1/30/2023				
7909-7911 East Drive	Special Magistrate	Order	1/30/2023		$2,000.00		
7610 Center Bay Drive	WWP	Citation	1/30/2023		$250.00		
(23) Lien Searches							
				$1,650.00	$5,000.00		

	Code	**Statistics**	**Feb-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1830 S Treasure Drive	Bulk Trash	Warning	2/1/2023				
7529 Mutiny Ave	Blocking ROW	Warning	2/1/2023				
1865 Kennedy Cswy	Trash	Citation	2/1/2023	$200.00			
7545 Cutlass Ave	Bulk Trash	Warning	2/1/2023				
7904 West Drive #1016	WWP	Citation	2/1/2023		$250.00		
1700 N Treasure Drive	Special Magistrate	Order	2/1/2023		$1,500.00		
7904 West Drive	Construction Site Maint.	Warning	2/2/2023				
1356 Bay Terrace	Construction Site Maint.	Warning	2/2/2023				
7556 W Treasure Drive	Noise	Citation	2/6/2023	$250.00		Yes	(1) of (3)
7945 East Drive #106	Minimum Housing	Warning	2/7/2023				
7945 East Drive #207	Minimum Housing	Warning	2/7/2023				
7801 Center Bay Drive	Trash	Warning	2/7/2023				
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$250.00		
7548 W Treasure Drive	Construction Site Maint.	Citation	2/9/2023		$500.00		
1865 Kennedy Cswy	Trash	Citation	2/9/2023		$200.00		
7631 Miami View Drive	Landscape	Citation	2/10/2023		$200.00		
1601- 47 N Treasure Drive	WWP	Citation	2/10/2023		$250.00		
7510 Coquina Drive	Trash Cans	Warning	2/11/2023				
7530 Miami View Drive	Trash Cans	Warning	2/11/2023				
7631 Miami View Drive	Bulk Trash	Warning	2/11/2023				
7441 Coquina Drive	Noise	Citation	2/13/2023		$250.00		
7601 Coquina Drive	Bulk Trash	Warning	2/14/2023				
8000 West Drive	Noise	Citation	2/14/2023		$250.00		
1735 N Treasure Drive	Graffiti	Warning	2/15/2023				

7529 Mutiny Ave	Construction Site Maint.	Warning	2/15/2023				
7920 East Drive	Minimum Housing	Warning	2/15/2023				
7556 W Treasure Drive	Noise	Citation	2/15/2023		$250.00		
7510 Coquina Drive	Bulk Trash	Warning	2/16/2023				
7600 Beach View Drive	WWP	Citation	2/16/2023		$250.00		
7421 Miami View Drive	WWP	Citation	2/17/2023		$250.00		
7501 E Treasure Drive	Noise	Citation	2/18/2023	$250.00			
1580 S Treasure Drive	Noise	Citation	2/18/2023	$250.00		Yes	(1) of (3)
1801 S Treasure Drive	Noise	Warning	2/20/2023				
7529 Mutiny Ave	Noise	Warning	2/20/2023				
7910 West Drive #104	WWP	Citation	2/20/2023	$250.00			
8000 West Drive	Trash	Warning	2/20/2023				
7509 Adventure Ave	Bulk Trash	Warning	2/21/2023				
7922 East Drive	Prohibited Sign	Warning	2/21/2023				
7533 Adventure Ave	WWP	Citation	2/21/2023		$250.00		
1580 S Treasure Drive	Noise	Citation	2/21/2023		$250.00		
7904 West Drive #517	WWP	Citation	2/21/2023		$250.00		
1666 Kennedy Cswy #607	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #200	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #412	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #600	BTR	Warning	2/22/2023				
1666 Kennedy Cswy #208	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU9	BTR	Warning	2/22/2023				
7601 E Treasure Dr #CU6	BTR	Warning	2/22/2023				
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,100.00		
7505 Bounty Ave	Special Magistrate	Order	2/22/2023		$1,125.00		
1666 Kennedy Cswy #409	BTR	Waq	2/22/2023				
7601 E Treasure Dr #21B	BTR	Warning	2/23/2023				
7529 Mutiny Ave	WWP	Citation	2/23/2023		$250.00		
7529 Mutiny Ave	Noise	Citation	2/23/2023		$250.00		
Treasure Island	(7) Prohibited Signs	Removed	2/25/2023				
1440 S Treasure Drive	Open/Unsecured	Warning	2/28/2023				
Treasure Island	Derelict Vehicle	Warning	2/28/2023				
(12) Lien Searches							
				$1,200.00	$7,875.00		
	Code	**Statistics**	**Mar-23**	**$**	**$**	**X**	**X**

Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1681 Kennedy Cswy	Bulk Trash	Warning	3/2/2023				
7928 West Drive #510	Operating/Advertising	Warning	3/2/2023				
1601-1647 N Treasure Dr	Special Magistrate	Order	3/3/2023		$4,000.00		
7901 Hispanola Ave	Trash	Citation	3/3/2023		$200.00		
7533 Mutiny Ave	Noise	Warning	3/4/2023				
7549 Bounty Ave	WWP	Citation	3/4/2023	$250.00			
7600 Miami View Drive	Noise	Warning	3/4/2023				
7431 Coquina Drive	WWP	Citation	3/4/2023	$250.00			
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
7910 West Drive (Marina)	BTR	Warning	3/6/2023				
1666 Kennedy Cswy #400	BTR	Warning	3/7/2023				
1681 Kennedy Cswy	BTR	Warning	3/7/2023				
7525 E Treasure Drive	BTR	Warning	3/7/2023				
7549 Bounty Ave	WWP	Citation	3/7/2023		$250.00		
7545 E Treasure Drive #8A	WWP	Citation	3/8/2023	$250.00			
7931 East Drive	Trash	Citation	3/9/2023	$200.00			
1624 Kennedy Cswy	WWP	Citation	3/8/2023				
7910 West Drive #104	WWP	Citation	3/10/2023		$250.00		
7510 Coquina Drive	Parking Standards	Warning	3/11/2023				
7800 Beach View Drive	Parking Standards	Warning	3/11/2023				
8000 West Drive	Trash	Warning	3/14/2023				
7545 E Treasure Drive	Trash	Warning	3/14/2023				
7601 E Treasure Drive	Trash	Warning	3/14/2023				
1755 Kennedy Causeway	Property Maintenance	Warning	3/14/2023				
7920 East Drive	Bulk Trash	Warning	3/14/2023				
7529 Mutiny Ave	Blocking ROW	Warning	3/15/2023				
7925 West Drive	Trash	Warning	3/15/2023				
7509 Mutiny Ave	Noise	Warning	3/15/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Warning	3/15/2023	$250.00			
1800 S Treasure Drive	Operating/Advertising	Warning	3/16/2023				

7601 E Treasure Dr #101	BTR	Warning	3/16/2023				
7545 E Treasure Dr #8A	WWP	Citation	3/16/2023		$250.00		
1624 Kennedy Cswy	WWP	Citation	3/16/2023		$250.00		
7601 E Treasure Dr #CU3	BTR	Warning	3/16/2023				
7533 Adventure Ave	Special Magistrate	Order	3/16/2023		$2,500.00		
7601 E Treasure Dr #CU14	BTR	Warning	3/16/2023				
7601 E Treasure Dr #CU19	BTR	Warning	3/16/2023				
7509 Mutiny Ave	Noise	Citation	3/18/2023	$500.00			
7940 West Drive	Noise	Citation	3/18/2023	$250.00			
7421 Center Bay Drive	WWP	Citation	3/18/2023	$250.00			
1624 Kennedy Causeway	Noise	Citation	3/18/2023	$250.00			
1321 Bay Terrace	Bulk Trash	Warning	3/20/2023				
7509 Mutiny Ave	Noise	Warning	3/20/2023				
1480 S Treasure Drive	Noise	Warning	3/20/2023				
7545 W Treasure Drive	Noise	Citation	3/20/2023		$250.00		
7509 Mutiny Ave	Noise	Citation	3/20/2023		$500.00		
1624 Kennedy Causeway	Noise	Citation	3/20/2023		$250.00		
1750 S Treasure Drive	Bulk Trash	Warning	3/21/2023				
8020 East Drive #112	Noise	Warning	3/21/2023				
1800 S Treasure Dr #3H	Noise	Warning	3/21/2023				
7525 Buccaneer Ave	Noise	Warning	3/21/2023				
7921 East Drive	Bulk Trash	Warning	3/21/2023				
7501 E Treasure Drive	Noise	Warning	3/21/2023				
7548 Adventure Ave	Trash	Warning	3/21/2023				
7431 Coquina Drive	WWP	Citation	3/22/2023		$250.00		
7531 Beach View Drive	Noise	Citation	3/22/2023		$250.00		
7922 East Drive	Zoning Violation	Warning	3/22/2023				
1570 S Treasure Drive	WWP	Citation	3/22/2023	$250.00			
7940 West Drive	Noise	Citation	3/22/2023		$250.00		
7508 W Treasure Drive	Trash	Warning	3/23/2023				
7516 W Treasure Drive	Trash	Warning	3/23/2023				
7553 W Treasure Drive	Landscape	Warning	3/23/2023				
7501 Adventure Ave	Landscape	Citation	3/24/2023		$200.00		
7501 Adventure Ave	Landscape	Citation	3/24/2023		$250.00		
7511 Coquina Drive	Noise	Citation	3/25/2023	$250.00			
7945 East Drive #207	WWP	Citation	3/25/2023	$250.00			
1540 S Treasure Drive	Trash Cans	Warning	3/25/2023				
7801 Center Bay Drive	Noise	Warning	3/27/2023				
7511 Coquina Drive	Trash	Warning	3/27/2023				

7421 Miami View Drive	WWP	Citation	3/28/2023	$250.00			
7921 East Drive	Bulk Trash	Warning	3/29/2023				
7929 West Drive	Bulk Trash	Warning	3/29/2023				
7513 Bounty Ave	WWP	Citation	3/30/2023	$250.00			
1620 N Treasure Drive	WWP	Citation	3/31/2023	$250.00			
7910 Harbor Island Dr #1103	WWP	Citation	3/31/2023	$250.00			
7601 E Treasure Dr #1717	Noise	Citation	3/31/2023	$250.00	$250.00		
7801 Miami View Drive	Parking Standards	Warning	3/31/2023				
(38) Lien Searches							
				$4,700.00	$10,150.00		

	Code	**Statistics**	**Apr-23**	**$**	**$**	**X**	**X**
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7510 Beach View Drive	Noise	Warning	4/1/2023				
7541 Mutiny Ave	WWP	Citation	4/1/2023	$250.00			
7537 Mutiny Ave	Noise	Citation	4/1/2023	$250.00			
1345 Kennedy Cswy	Graffiti	Warning	4/3/2023				
7910 Harbor Island Dr #1103	WWP	Citation	4/4/2023		$250.00		
7700 Center Bay Drive	Landscape	Warning	4/4/2023				
7929 West Drive	Bulk Trash	Warning	4/4/2023				
8000 West Drive	Noise	Warning	4/4/2023				
7548 Adventure Ave	Trash	Warning	4/5/2023				
1601 Kennedy Cswy	Derelict Vehicle	Warning	4/5/2023				
Harbor Island	Prohibited Sign	Removed	4/5/2023				
Treasure Island	Prohibited Sign	Removed	4/5/2023				
8000 West Drive	Noise	Citation	4/6/2023	$250.00			
7601 E Treasure Drive	Illicit Discharge	Citation	4/7/2023		$250.00		
7541 Mutiny Ave	Noise	Citation	4/7/2023		$250.00		
7553 W Treasure Drive	Landscape	Citation	4/8/2023	$200.00			
7501 E Treasure Drive	Noise	Citation	4/12/2023		$250.00		
1800 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1820 S Treasure Drive	Building Certification	Warning	4/14/2023				
1850 S Treasure Drive	Building Certification	Warning	4/14/2023				
1790 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1780 Kennedy Cswy	Building Certification	Warning	4/14/2023				
1770 Kennedy Cswy	Building Certification	Warning	4/14/2023				

1601-1647 N Treasure Drive	Building Certification	Warning	4/14/2023				
1819-1855 Kennedy Cswy	Building Certification	Warning	4/14/2023				
7946 West Drive	Building Certification	Warning	4/14/2023				
7511 Coquina Drive	Noise	Citation	4/14/2023		$250.00		
1820 S Treasure Drive	Special Magistrate	Order	4/14/2023		$1,800.00		
1600 Kennedy Cswy	Property Maintenance	Warning	4/17/2023				
7548 W Treasure Drive	Construction Site Maint.	Warning	4/17/2023				
7945 East Treasure Dr #207	WWP	Citation	4/19/2023		$250.00		
1620 N Treasure Drive	WWP	Citation	4/19/2023		$250.00		
7946 East Drive	Unsafe Structure	Unsafe	4/20/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
Treasure Island	Prohibited Sign	Removed	4/24/2023				
7921 East Drive	Bulk Trash	Warning	4/24/2023				
7946 East Drive	Unsafe Structure	Warning	4/25/2023				
1356 Bay Terrace	Landscape	Warning	4/26/2023				
7810 Coquina Drive	Bulk Trash	Warning	4/27/2023				
7501 Adventure Ave	Landscape	Warning	4/27/2023				
7510 Coquina Drive	Bulk Trash	Warning	4/27/2023				
(13) Lien Searches							
				$950.00	$3,550.00		

Glossary	
Violation Type Abbreviation	**Definition**
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
Emergency Order	Violation of COVID Related Emergency Orders
STRV Strike	Code violation counted when revoking/denying an STVR License

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202300014494 **Case #**

CALL FOR SERVICE
Activity STVRV STVR Violation **Priority** R Routine **Common Place**
LOCATION COMPLAINANT
City North Bay Village Anon **Type** C Complainant
Loc 7700 Miami View Dr ADDRESS
Apt# **Cnty** MD Miami-Dade
Route **Beat** **Fire** **EMS** **Zone** **City** **State** FL
Nbvp Nbay **Zip** 33141 **Tel**

Dspchr 00000063 Comm Supv Robert Mille **Rept** 4/1/23 17:30 **Shift** 3 3PM-11PM
By 00000063 Comm Supv Robert Miller **How** T Telephone **Dispo** NR No Report

PERSON

Suffix **Name** **Type**
Sex **Race** **DOB** **Age**
Height **Weight**
Address **Telephone**
Address **Telephone**
Cloth
Street/Dir
Other

VEHICLE

Suffix **Plate** **State** **Make/Model**
Year **Color** **Occupants**
Description
Street/Dir
Other
VIN

Transport

Suffix

Unit **Miles** **Start** **End** **Tot**
Patient **Type** **Sex**
Reason **Care**

Blotter

Ref. Extremely loud music and multiple vehicles parked in front of home.
There was no violation on arrival. The music was turned down and then turned off. The guest was leaving and all vehicles had left without incident.
Made contact with the renter, who advised that he was shutting the music off in about 15 minutes. He further advised that he spoke to his neighbor about having a DJ in the pool area until 7:00PM
I contacted Orlando to make him aware ofthe complaint, I also made him aware of my conversation with the renter.

NORTH BAY VILLAGE POLICE DEPARTMENT

CALL FOR SERVICE

Agency P Police **Incident #** 202300014494 **Case #**

TimeChanged	Dispatcher	Agency	UnitID	Status	Officer1	Officer2	Officer3
4/1/2023 17:32:36	00000063	P	NBV22	W DISP	00000288		
4/1/2023 17:32:42	00000063	P	NBV29	W DISP	00000191		
4/1/2023 17:32:48	00000063	P	NBV22	2 Enroute	00000288		
4/1/2023 17:32:51	00000063	P	NBV29	2 Enroute	00000191		
4/1/2023 17:35:30	00000288	P	NBV22	3 Arrival	00000288		
4/1/2023 18:55:53	00000063	P	NBV29	3 Arrival	00000191		
4/1/2023 18:59:43	00000191	P	NBV29	1 Avail	00000191		
4/1/2023 18:59:43	00000191	P	NBV22	1 Avail	00000288		

INCIDENT NARRATIVE

On Sunday, April 2, 2023, at approximately 1:04AM, I responded to 1580 South Treasure Drive reference a loud music complaint. Upon arrival, I could hear, from the street, music coming from the short term vacation rental (STVR). I made contact with Mr. Paul Campbell, who is not the primary renter. The primary renter was not on scene at the time. I advised Mr. Campbell of the city ordinance and warned that if an additional complaint was made, a fine may be assessed in the amount of $250.00 for the first violation. Mr. Campbell apologized and lowered the music.

Mr. Campbell also stated that the STVR was rented via Airbnb and that they would be departing to California later today.

No further information.

North Bay Village Police Department
North Bay Village Case #: 202300014560
Sunday, April 2, 2023
K-9 Ofc. P. Battaglia – NBV 19 / Badge #: 0283
K-9 Aerik – Badge #: 0293
Field Support Division (Road Patrol)

INCIDENT NARRATIVE

On Saturday, April 15th, 2023, at approximately 12:28 AM, Corporal Cherasia (ID 0267) and I were dispatched to 7510 Coquina Drive reference a loud party.

Upon arrival, I could hear some talking coming from the backyard. The noise was coming from a family having a conversation. No loud noise or music could be heard. I made contact with Mrs. Argentina Sava who advised she rented the property using the Airbnb App. Mrs. Sava and her family were here on vacation from New York and renting the property from April 14th through April 18th. They are a party of seven. Mrs. Sava and her husband stated that their kids were in the pool outside and didn't realize they were being loud. They apologized and agreed to call it a night.

No further information.

North Bay Village Police Department
North Bay Village Case #: 202300017249
Saturday, April 15th, 2023
Officer M. Dufau – NBV34 / Badge #: 0291
Field Support Division (Road Patrol)

Police

INCIDENT REPORT
STVR Violation
Incident: 202300014560

xx

INCIDENT DATES/TIMES:

Reported Date/Time:	04/02/2023	1:04:39
Completed Date/Time:	04/02/2023	1:23:10
Earliest Date/Time:	04/02/2023	0:58:00
Latest Date/Time:	04/02/2023	1:03:00

INCIDENT LOCATION:

1580 S Treasure Dr | North Bay Village | FL | 33141 | Miami-Dade

OFFENSES:

IBR	*Offense - Description*	*Statute - Description*	*Degree*	*Class*	*Level*

SUBJECT(S) INVOLVED:

Type	*Name*	*DOB*	*Address*	*City/State/Zip*	*Phone*
Contact	Campbell, Paul Jervis	02/17/1984	1693 Sw 159Th Ave	Sunrise, FL 33326	

VEHICLE:

Plate #	*State*	*Type*	*VIN*	*Yr*	*Make*	*Model*	*Color*	*Value*

Date: Expire

VEHICLE - Continued:

Plate #	*State*	*Type*	*VIN*	*Year*	*Make-Model*	*Color*	*Value*

PROPERTY:

No.	*Loss Type*	*Qty.*	*Make/Model/Style*	*Description*
1				

SYNOPSIS:

Loud Music
Music lowered upon request. Report Written ref. STVR Violation & email sent to Code Enforcement.

Police

INCIDENT REPORT
STVR Violation
Incident: 202300017249

xx

INCIDENT DATES/TIMES:

Reported Date/Time:	04/14/2023	22:49:41
Completed Date/Time:	04/15/2023	0:42:26
Earliest Date/Time:	04/14/2023	22:49:00
Latest Date/Time:	04/15/2023	0:28:00

INCIDENT LOCATION:

7510 Coquina Dr | North Bay Village | FL | 33141 | Miami-Dade

OFFENSES:

IBR	*Offense - Description*	*Statute - Description*	*Degree*	*Class*	*Level*

SUBJECT(S) INVOLVED:

Type	*Name*	*DOB*	*Address*	*City/State/Zip*	*Phone*
Contact	Sava, Argentina	05/10/1998			

VEHICLE:

Plate #	*State*	*Type*	*VIN*	*Yr*	*Make*	*Model*	*Color*	*Value*

Date: Expire

VEHICLE - Continued:

Plate #	*State*	*Type*	*VIN*	*Year*	*Make-Model*	*Color*	*Value*

PROPERTY:

No.	*Loss Type*	*Qty.*	*Make/Model/Style*	*Description*
1				

SYNOPSIS:

ref loud party.
Made contact with occupants. They were in the pool with the kids. They agreed to come inside and keep it down.
Report Written.

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk's Monthly Report for April of 2023

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include but are not limited to Records Management, Administrative Procession of agreements, resolutions, and ordinances, Residents Board Administration/ support, and the coordination of the General & Special Elections.

AGENDAS / POSTINGS

The Village Clerk is responsible for preparing agendas and postings for all of the Village Commission Meetings; Planning & Zoning Board, Special Magistrate, and all of the Resident's Advisories Boards.

The total number of agendas processed for the month of April was Nine (9).

Village Commission	Planning & Zoning Board	Resident Advisory Boards	Town Hall, Special Magistrate, other
3	0	4	3

Ten (10) Public Meeting Notices were published by the Village Clerk's Office during the month of April 2023. This includes Sunshine Meetings, Town Hall, Village Commission, Resident Advisory Boards, and Special Magistrate Meetings.

EXECUTION OF DOCUMENTS

Ordinances	Resolutions	Agreement / Contracts
4	14	8

MEETING MINUTES
Two (2) meeting minutes were prepared for the Village Commission.

VILLAGE CODE UPDATE(Municode)
* The following ordinances were sent to Municode to be included on the next Code Supplement and/or to be post as PDF file as reference.
Ordinance No. 2023-003; 2023-004; 2023-005 and 2023-006.

* The list of elected officials has been updated on the Municode site.

* Will be meeting with Municode to review the Village Charter footnotes.

ETHICS TRAINING
The Annual Ethics Training was conducted by Mr. Robert Meyers on April 24th for all of the Resident Advisory Boards. A total of 16 Board members attended.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log April 2023.pdf

Public Records Request Log - April 2023

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS)	COMMENTS
4/4/2023	Normal Powell	Finance	Amex Statements for Ralph Rosado from 2019-2023	n/a	4/12/2023	
4/6/2023	Jose Rodriguez	Police	Case B06043797 - records	n/a	4/26/2023	
4/6/2023	D&C Inspection Services	Building	Roof Permit for 7535 Adventure Ave	n/a	4/11/2023	
4/7/2023	Petra Bouwen	Village Clerk	Please provide all written communication between Andrew Rotondara and Dr.Ralph Rosado regarding the Seawall and Dock for the Islander Club property located at 7928 WEST DR , North Bay Village , FL 33141	n/a	4/13/2023	
4/12/2023	Pierce Love	Building	Is there a roof permit for 1455 N. Treasure Dr			
4/13/2023	Petra Bouwen	Building	All building permits issued from 1/2023 to present for 7946 East Drive	n/a	4/13/2023	
4/14/2023	Public Risk Underwriters	HR / Finance	-Your current (2022/2023) FMIT insurance policy; including all declaration pages, forms, and premiums; for Property, General Liability, Auto Liability and Physical Damage, Workers Compensation, Public Officials Liability, Employment Practices, Liability, Law Enforcement Liability, Cyber Liability and Crime.	n/a	4/20/2023	
4/14/2023	Maria Flores	Building	Close Permit for 7548 West Treasure Drive			
4/17/2023	Gabriele Abeckaser	Police	Police Report 202000029873	n/a	4/26/2023	

4/17/2023	Ted Eichelberger	Building	Observations and Comments from 7601 E. Treasure Drive			
4/18/2023	Petra Bouwen	Building	Records regarding BLDR-000680-2022 Roofing Permit	n/a	4/21/2023	
4/20/2023	Carmen Olazabal	Finance / Clerk	Scoring Sheets and Proposal for RFQ 2023-001	n/a	4/26/2023	
4/21/2023	Petra Bouwen	Building	Building Certification for the years of 2000 and 2010	n/a	4/24/2023	
4/21/2023	Joyce Castro	Building	Engineering Inspection for 7525 E. Treasure Dr			
4/24/2023	John Senis	Building	Roof Permit for 7800 beach View Drive			
4/25/2023	Monica Martinez	Police	Maria Sivava Diaz Report			
4/25/2023	Dalmiro Desiano	Building	Recertifications and drawings for 1900 S Treasure Dr and 7525 E. Treasure Dr.			
4/26/2023	Walter Velasquez	Police	Recovery Report for stolen vehicle - 2015 Lexus ES 350 Vin JTHBK1GG4F21999626			
4/26/2023	Francesca Urso	Building	1550 South Treasure Dr - All plans			
4/26/2023		Police	Arrest Report B06043797/ 2006000002269	n/a	4/26/2023	
4/26/2023	Ivette Giraldo	Building	7901 E. Drive #1701 - Structural Plans			
4/28/2023	Harvey Rose	Police	Report for #23-16770			

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving Amendment No. 6 to the Memorandum of Understanding (MOU) Between the Five (5) Coastal Municipalities and the Miami Beach Chamber Education Foundation to Continue the Nurse Enhancement Initiative for School Year 2023-2024 - *Village Manager Dr. Ralph Rosado (Deputy Village Manager Carla Gomez)***

RECOMMENDATION

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 6 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024 AT PARTICIPATING SCHOOLS INCLUDING TREASURE ISLAND ELEMENTARY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Village Staff recommends that the Village Commission approve Amendment #6 to the MOU between the five (5) Coastal municipalities and the Miami Beach Chamber Education Foundation for school year 2023-2024, and authorize a budgeted amount of $6,600 for FY 2023/2024.

BACKGROUND AND ANALYSIS

In 2013, the Village entered into a partnership to bring health services to students in participating schools in the local coastal area. For the 2016-17 school year, the initiative was enhanced to include behavioral health services (mental health services) to three (3) schools in the feeder pattern and was further expanded in the 2023-24 school year to an additional five

(5) Miami Beach public schools. They include North Beach Elementary, South Pointe Elementary, Fienberg Fisher K-8 Center, Biscayne Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Nautilus Middle School, and Miami Beach Senior High School.

The enhanced behavioral services include on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

*Academic Issues

*Attention Issues

*Anger Management

*Anxiety

*Attention Issues

*Disruptive Behavior

*Depression

*Stress Management

*Family Issues

During the 2022-2023 school year through April 18, 2023, the program has provided a total of 1,074 mental health support sessions. A total of 48 youth mental health sessions were provided at the North Bay Village, Treasure Island Elementary School (TIES)

Based on the success of the program, Village Staff recommends that the Village Commission approve amendment #6 to the MOU and authorize Village funding for FY2023-2024 in the amount of $6,600. The attached resolution also provides authority for the Village Manager to execute future amendments/renewals/extensions of the MOU and to expend budgeted funds without further Village Commission approval.

Approval of this item promotes the Pillar of Livability of NBV 100 Plan.

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on place making in four ways:

- Prioritizing people over cars,

- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
$6,600

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Amendment 6 to MOU with Miami Beach Chamber Foundation for Nurse Enhancement Initiative.DOCX
Resolution Exhibit A - Nurse Amendment #6 Municipalities 23-24.pdf
LTC 188-2023 Nurse Enhancement Initiative Behavioral & Mental Health Services Summary Report.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AMENDMENT NO. 6 TO THE MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC. TO IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024 AT PARTICIPATING SCHOOLS INCLUDING TREASURE ISLAND ELEMENTARY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 2013, North Bay Village (the "Village") entered into a Memorandum of Understanding ("MOU") among the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "Participating Municipalities"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF"), to fund and implement the Nurse Enhancement Initiative, which provides health services to students at five participating schools, including Treasure Island Elementary; and

WHEREAS, due to the success of the nurse initiatives during the 2013-2014 and 2014-2015 school years, the parties implemented an enhanced nurse initiative (the "Nurse Enhancement Initiative") for the FY 2015-2016, 2016-2017, and 2017-2018 school years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the MBCEF, and The Children's Trust ("TCT"), were provided by the TCT via the new School Health Programs; and

WHEREAS, the MOU provides that Participating Municipalities will provide their proportionate share of funds for the Nurse Enhancement Initiative; and

WHEREAS, the MOU was amended by Amendments Nos. 2, 3, 4, and 5 to the MOU, to extend the Nurse Enhancement Initiative for Fiscal Years 2019-2020, 2020-2021, 2021-2023, and 2022-2023, respectively, and set forth the proportionate share of funding for Participating Municipalities; and

WHEREAS, the parties wish to further amend the MOU in order to assign the proportionate share of funding to Participating Municipalities for Fiscal Year 2023-2024, requiring the Village to contribute $6,600, as set forth in Amendment No. 6 to the MOU (the "Amendment"), attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission wishes to authorize the Village Manager to execute the Amendment and any future amendments to the MOU and to expend budgeted funds accordingly; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission hereby approves the Amendment.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Amendment on behalf of the Village, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds in furtherance hereof. That the Village Manager is further authorized to execute any future amendments which are in substantially the same form as the MOU and Amendment to implement the purposes of this Resolution, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance therewith.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andrew Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AMENDMENT NO. 6
TO
THE MEMORANDUM OF UNDERSTANDING
AMONG
THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.
TO
IMPLEMENT A NURSE ENHANCEMENT INITIATIVE FOR SCHOOL YEAR 2023/2024

Amendment No. 6 ("**Amendment**") is made and entered into this ____ day of _____, 2023, by and among the **City of Miami Beach, Florida("CMB"),** a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139; **North Bay Village ("NBV"),** a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1666 John F. Kennedy Causeway, #3, North Bay Village, Florida 33141; the **Town of Bay Harbor Islands ("TBHI"),** a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154; the **Town of Surfside ("TS"),** a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 9293 Harding Avenue, Surfside, Florida 33154; **Bal Harbour Village ("BHV"),** a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 655 96th Street, Bal Harbour, Florida 33154; and the **Miami Beach Chamber Education Foundation, Inc. ("MBCEF"),** a Florida not-for-profit corporation, having its principal place of business at 100 16th Street, Suite 6, Miami Beach, Florida 33139 (collectively, the "Parties") to amend the Memorandum of Understanding entered into on May 17, 2018 ("**MOU**"), as amended by Amendments No. 1 through No. 5, as follows:

RECITALS

WHEREAS, the Parties have determined that a program to provide healthcare services to students attending underserviced public schools is in the best interests of the health and public welfare of the City of Miami Beach, North Bay Village, the Town of Bay Harbor Islands, the Town of Surfside, and Bal Harbour Village (the "**Participating Municipalities**"); and

WHEREAS, following the Parties' determination that students at Miami Beach North Beach Elementary, Treasure Island Elementary, and Ruth K. Broad Bay Harbor K-8 Center (the "**Participating Schools**") did not have full-time on-site healthcare services and were, thus, underserved as compared to other public schools in the feeder pattern that falls within the City of Miami Beach, the Parties entered into a Memorandum of Understanding on August 19, 2013 for a Nurse Initiative, and another Memorandum of Understanding on April 23, 2014, to provide healthcare services to the Participating Schools during the 2013/2014 and the 2014/2015 School Years; and

WHEREAS, due to the success of Nurse Initiatives during the 2013/2014 and 2014/2015 School Years, the Parties implemented an enhanced nurse initiative ("**Nurse Enhancement Initiative**") for the 2015/2016, 2016/2017, and the 2017/2018 School Years for the Participating Schools because the basic healthcare services previously funded in the Nurse Initiative by the Participating Municipalities, the MBCEF, and the Children's Trust ("**TCT**"), were provided by TCT via the new School Health Programs; and

WHEREAS, on May 17, 2018, CMB, NBV, TBHI, TS, BHV, and MBCEF executed the MOU for the continuation of the Nurse Enhancement Initiative for the Participating Schools for the 2018-2019 School Year; and

WHEREAS, the Parties executed Amendment No. 1 to the MOU, dated December 24, 2018, adding an additional day of service at Ruth K. Broad Bay Harbor K-8 Center; and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution No. 2019-30956, approving Amendment No. 2 to the MOU and approving funding of CMB's contribution for each subsequent School Year, on a recurring basis, subject to funding approval during CMB's budgetary process and provided that CMB's contribution amount does not exceed $15,400.00; and

WHEREAS, the Parties executed Amendment No. 2 to the MOU, dated September 19, 2019, extending the Nurse Enhancement Initiative for the Participating Schools for the 2019-20 School Year; and

WHEREAS, the Parties executed Amendment No. 3 to the MOU, dated August 19, 2020, extending the Nurse Enhancement Initiative for the Participating Schools for the 2020-21 School Year; and

WHEREAS, the Parties executed Amendment No. 4 to the MOU, dated July 21, 2021, extending the Nurse Enhancement Initiative for the Participating Schools for the 2021-22 School Year; and

WHEREAS, the Parties executed Amendment No. 5 to the MOU, dated July 26, 2022, extending the Nurse Enhancement Initiative for the Participating Schools for the 2022-23 School Year; and

WHEREAS, The MOU and Amendments No. 1 through No. 5 to the MOU shall be collectively referred to herein as the "MOU"; and

WHEREAS, due to the success of the Nurse Enhancement Initiative services, the Parties wish to provide the Nurse Enhancement Initiative for the 2023-2024 School Year; and

WHEREAS, a Nurse Enhancement Initiative should be established at the Participating Schools for School Year 2023-2024 as herein provided and pursuant to a separate agreement between MBCEF and TCT; and

WHEREAS, MBCEF shall provide funding to TCT for the 2023-2024 Nurse Enhancement Initiative in the amount of $7,000.00.

NOW, THEREFORE, in consideration of the mutual conditions and promises contained herein, the Parties agree to amend the MOU as follows:

1. **ABOVE RECITALS.**

   The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The MOU is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

Paragraph 3 of the MOU is hereby deleted in its entirety and replaced with the following:

3. On or before October 31, 2023, the Participating Municipalities shall provide their proportionate share of the funds for the 2023-2024 Nurse Enhancement Initiative to MBCEF, subject to budget approval by the Participating Municipalities, which funds MBCEF shall hold in escrow pending the execution of its agreement with TCT, referenced in paragraph 1 of the MOU. The Participating Municipalities' proportionate share of funding for the 2023-2024 School Year shall be paid by October 31, 2023, in the following amounts for 44 weeks, from October 1, 2023 to June 5th 2024 and August 1, 2024 to September 30, 2024:

   i) CMB shall provide funding in the amount of $15,400;
   ii) NBV shall provide funding in the amount of $6,600;
   iii) TBHI shall provide funding in the amount of $8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center;
   iv) TS shall provide funding in the amount of $8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center; and
   v) BHV shall provide funding in the amount of $8,112 for 2 days of service at Ruth K. Broad Bay Harbor K-8 Center.

9. RATIFICATION.

Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect. In the event there is a conflict between the provisions of this Amendment and the MOU, the provisions of this Amendment shall govern.

(THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS THEREOF, the Parties hereto have executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Date: _____

CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida

By: _____
Alina T. Hudak, City Manager

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney Date 04/17/23

ATTEST:

NORTH BAY VILLAGE, a municipal corporation of the State of Florida

By: _____

_____
Village Clerk

By: _____

_____
Village Manager

Date: _____

Approved as to Form and Language and for Execution

_____

ATTEST:

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida

By: _____

_____
Town Clerk

By: _____

_____
Mayor/Town Manager

Date: _____

Approved as to Form and Language
and for Execution

_____

By:_____

_____

ATTEST:

TOWN OF SURFSIDE, a municipal corporation of the State of Florida

By: _____
Town Clerk

By: _____
Mayor/Town Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

_____

ATTEST:

BAL HARBOUR VILLAGE, a municipal corporation of the State of Florida

By: _____
Village Clerk

By: _____
Mayor/Village Manager

Date: _____

Approved as to form and Language
and Legal sufficiency

_____

ATTEST:

MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC., a Florida not-for-profit corporation

By: _____

By: _____

Date: _____

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MIAMIBEACH

OFFICE OF THE CITY MANAGER
NO. LTC # 188-2023

LETTER TO COMMISSION

TO: Honorable Mayor Dan Gelber and Members of the City Commission

FROM: Alina T. Hudak, City Manager

DATE: April 25, 2023

SUBJECT: Nurse Enhancement Initiative Behavioral/Mental Health Services Summary Report

The purpose of this Letter to Commission is to update the Mayor and City Commission on the status of our Nurse Enhancement Initiative for Behavioral Health/Mental Health youth support services from August 2022 through April 2023 for North Beach Elementary, Miami Beach South Pointe Elementary, Miami Beach Fienberg Fisher K-8, Biscayne Beach Elementary, Treasure Island Elementary, Ruth K. Broad Bay Harbor K-8 Center, Miami Beach Nautilus Middle School, and Miami Beach Senior High School.

Overall, **148** youth received **1,074 mental health support sessions** in the 2022-2023 school year through April 18, 2023 from the Licensed Clinical Social Worker (Social Worker) in all Miami Beach feeder public schools. The below provides the number of sessions provided to youth at each Miami Beach feeder school receiving services during the 2022-23 school year:

School Name	# of youth mental health sessions
• Miami Beach Senior High School	773
• Miami Beach Nautilus Middle School	*
• Miami Beach Fienberg Fisher K-8	*
• Miami Beach South Pointe Elementary	*
• North Beach Elementary	101
• Biscayne Beach Elementary	*
• Treasure Island Elementary	48
• Ruth K. Broad K-8 Center	152

The enhanced behavioral services provide on-site access to a licensed clinical social worker to provide services including, but not limited to, the following:

- Academic Issues
- Attention Issues
- Anger Management
- Anxiety
- Attention Issues
- Disruptive Behavior
- Depression
- Stress Management
- Family Issues

The following schools received support through this initiative for the indicated number of days per week during the 2022-23 school year: Treasure Island Elementary one (1) day per week, North Beach Elementary two (2) days per week, Ruth K. Broad K-8 Center two (2) days per week, and Miami Beach Senior High School five (5) days per week. *Services were not provided to some schools through this initiative in the 2022-23 school year due to staffing challenges of our partners: Miami Beach South Pointe Elementary, Miami Beach Fienberg Fisher K-8, Miami Beach Nautilus Middle School, and Biscayne Beach Elementary.

Staff from the Office of Education and Performance Initiatives will be reaching to municipal partners to determine interest in sustaining the Nurse Enhancement Initiative in the 2023-24 school year. Furthermore, alternate service models are being explored to fill the open mental health professional position for the 2023-24 school year to ensure services are available for all youth.

The Miami Beach public school community may reach the mental health professionals directly using the information provided below during the school year:

Ashley Silverio Email: Asilverio@borinquenhealth.org
James Moore Email: Jmoore@borinquenhealth.org

This initiative supports our strategic priority to be known for educational (K-12) excellence. If you have any questions, please feel free to contact me or Dr. Leslie Rosenfeld, Chief Education Officer.

Attachments

JG/LDR

DocuSigned by: Jason Greene 2118893138C446F...
DocuSigned by: 184B24CA93D744F...

C: Executive Staff
Dr. Leslie Rosenfeld, Chief Education Officer

MENTAL HEALTH SERVICES

FINDING PEACE OF MIND

The City of Miami Beach, through our Education Compact with Miami-Dade County Public Schools, continues to provide mental health support services for all Miami Beach public school children through The Children's Trust and Borinquen Medical Center.

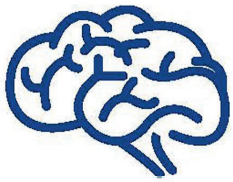
SERVICES

A mental health professional is now available to provide individual telephonic support for any child or family in need with services included but not limited to:

- Anxiety
- Depression
- Stress Management
- Family Issues

1 in 3

Children suffer developmental or behavioral disabilities that limit their health and school performance.



Behavioral health issues can affect a student's performance, increase truancy, school dropout rates, and difficulties in learning.



If you are in need of this service, please contact your child's behavioral health counselor.

Ashley Silverio: Asilverio@borinquenhealth.org
James Moore: Jmoore@borinquenhealth.org

To request this material in alternate format, sign language interpreter (five-day notice required), information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceedings, call 305.604.2489 and select 1 for English or 2 for Spanish, then option 6; TTY users may call via 711 (Florida Relay Service).

MIAMIBEACH

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SERVICIOS DE SALUD MENTAL

ENCONTRANDO TRANQUILIDAD

La Ciudad de Miami Beach, a través de nuestro Pacto de Educación con las Escuelas Públicas del Condado de Miami-Dade, continua prestando servicios de apoyo para la salud mental de todos los niños de las escuelas públicas de Miami Beach a través de "The Children's Trust" y el Centro Médico Borinquen.

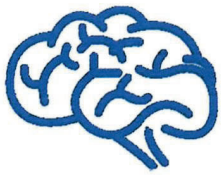
SERVICIOS

Un profesional de la salud mental está ahora disponible para proporcionar apoyo telefónico individual a cualquier niño o familia que lo necesite con servicios incluidos pero no limitados a:

- Ansiedad
- Depresión
- Manejo del estrés
- Asuntos familiares

1 de 3

Los niños sufren discapacidades de desarrollo o de comportamiento mentales que limitan su salud y su rendimiento escolar.



Problemas de salud mental pueden afectar el rendimiento del estudiante, aumentar ausentismo, porcentaje de abandono escolar, y dificultades en aprendizaje.



Si necesita este servicio, por favor llame o mande un correo al profesional de salud de comportamiento de su hijo.

Ashley Silverio: asilverio@borinquenhealth.org
James Moore: jmoore@borinquenhealth.org

Para solicitar este material en formato alternativo, intérprete de lenguaje de señas (5 días de aviso previo), información de acceso para personas con discapacidades, y/o cualquier ajuste para revisar documentos o participar en acontecimientos patrocinados por la ciudad, llame al 305.604.2489 y seleccione 2 para Español, luego la opción 6; usuarios de teléfonos de texto (TTY) pueden llamar a través del 711 (Servicio de retransmisión de la Florida).

MIAMIBEACH

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **A Resolution Approving the Purchase of Microsoft Office 365 GCC Licenses from Technology Solutions Worldwide, LLC in the Amount of $15,360 per Year for Two Years and Budgeted Funds for Future Fiscal Years - *Village Manager Ralph Rosado, Ph.D., AICP (Information Technology Director Johnny Saavedra)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES FROM TECHNOLOGY SOLUTIONS WORLDWIDE LLC IN AN AMOUNT NOT TO EXCEED $15,360.00 PER YEAR FOR TWO YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve the resolution and authorize the Village to proceed with the purchase for the Microsoft Office Licenses.

BACKGROUND AND ANALYSIS

The Information Technology Department is seeking the Village Commission's approval to purchase 80 government subscriptions of Microsoft Office 365. Microsoft has created the Office 365 US Government plan to provide high-level security for public agencies. The Government Community Cloud (GCC) stores content in Microsoft's government data center servers that are physically located in the U.S. and segregated from Office 365 Commercial Business services.

Office 365 Government G3 provides the following:

* Access to: Word, Excel, PowerPoint, OneNote, Outlook, Publisher, Access, Exchange,

SharePoint and Skype.
* Business email, calendar, and contacts with up to 100GB mailbox size
* Online meetings, instant messaging, and high definition video conferencing with Microsoft Teams.
* Enterprise management of apps with Group Policy.
* Compliance and information protection hold, rights management and data loss prevention.
* Geo-redundancy disaster recovery capabilities.
* eDiscovery tools
* Hosted voicemail with auto-attendant capabilities.

In order to provide the Village with the best service at the lowest price, the IT Department performed extensive research on the best strategy for the purchase. The Village researched a State piggyback contract via NASPO. The price findings via the piggyback were significantly higher than expected.

As an alternative strategy, the Village obtained proposals from reputable re-sellers that have experience working with other governmental agencies. Each re-seller provided their proposal as outlined below. Technology Solutions Worldwide provided the Village with the lowest proposal.

Vendor	Annual Rate
SHI	$50,804.80
CDW-G	$24,528.00
Technology Solution Worldwide	$15,360.00

Technology Solutions Worldwide is a Microsoft Partner, and is hereby providing a price guarantee for two (2) years in the amount of $15,360 per year, for 80 licenses ($16 per license x per month).

The time sensitivity of this purchase is critical since our Village IT Director has indicated that the existing licenses have reached end of life and approval of this request is essential to the day-to-day operations for Village employees.

Pursuant to §36.25(L) of the Village Code, provides that the *Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.*

It is recommended that the Village Commission approve the proposed resolution authorizing the Village to enter into contract to purchase Microsoft Office 365 from Technology Solutions Worldwide, with a two-year price guarantee.

Approval of this item will help to make North Bay Village safer and more transparent; as such, it promotes the pillar of Efficiency.

Efficiency

North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
General Fund - Office & Operational Equipment 001.19.519.6410 (50%, $7,680) and Enterprise Fund - 430.30.533.6410 (50%, $7,680) Project#MF23-03

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Microsoft Office 365 License Purchases.DOCX
Exhibit A - 3085 Quote - North Bay Village - Office 365 G3 04032023.pdf
Exhibit B - License Purchase Agreement - North Bay Village - Microsoft 04212023.pdf
1233 Invoice - North Bay Village - O365 GCC G3 Subscription Licenses 05102023.pdf
CDW - M365 G3 EA Quote - 2.23.2023.pdf
SHI Quote-23257549.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES FROM TECHNOLOGY SOLUTIONS WORLDWIDE LLC IN AN AMOUNT NOT TO EXCEED $15,360.00 PER YEAR FOR TWO YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to obtain 80 Microsoft Office 365 GCC licenses for the Village's departments (the "Licenses"); and

WHEREAS, the Village has reviewed state cooperative purchasing contract options offered through the National Association of State Procurement Officials (NASPO) for the purchase of the Licenses and found that the pricing offered was significantly higher than expected; and

WHEREAS, the Village further obtained quotes from three resellers for the purchase of the Licenses; and

WHEREAS, Technology Solutions Worldwide LLC (the "Vendor") provided the lowest quote, attached hereto as Exhibit "A" (the "Quote"), for the Licenses in an amount not to exceed $15,360.00 for two years; and

WHEREAS, Section 36.25(L) of the Village Code provides that the Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to purchase the Licenses from the Vendor due to the advantageous competitive pricing offered by the Vendor; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village desires to approve the purchase of the Licenses from the Vendor in an amount not to exceed $15,360.00 per year for two years and an amount not to exceed budgeted funds for future years, consistent with the Vendor's Quote and the License Agreement (the "Agreement"),

attached hereto as Exhibits “A” and “B,” respectively, and authorize the Village Manager to execute the Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission hereby approves the purchase of the Licenses from the Vendor consistent with the terms and conditions of the Quote and the Agreement attached hereto as Exhibits “A” and “B,” respectively, in an amount not to exceed $15,360.00 per year for two years and an amount not to exceed budgeted funds for future years.

Section 3. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement in substantially the form attached hereto as Exhibit “B,” subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

TECH SOLUTIONS WORLDWIDE

QUOTE

11340 Lakefield Drive
Johns Creek, GA 30097
Phone: (470) 208-1024 or (800)998-2792

DATE:	4/3/2023
QUOTE #	3085
Customer ID	NVV001
Valid Until:	5/3/2023

Prepared by: Steve Foreman

Customer

Johnny Saavedra
North Bay Village
1666 John F Kennedy Causeway #3rd
North Bay Village, FL 33141
305-756-7171
johnny@nbvillage.com

DESCRIPTION	AMOUNT	TAX	EACH	AMOUNT
Office 365 G3 GCC (Government Subscription)	60		$ 192.00	$ 11,520.00
Subscription includes Excahnge, OneDrive, SharePoint, Teams, Publisher,				
and Access. Hosted voicemail, encryption, eDiscovery, Business Intelligence				
Licenses are subscription based and charged annually per user				
Microsoft Pricing: $22 per user per month				
Technology Solutions Worldwide Pricing: $16 per user per month				

Subtotal	$ 11,520.00
Taxable	$ -
Tax rate	
Tax due	$ -
Shipping	
TOTAL Due	**$ 11,520.00**

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment will be due prior to delivery of service and goods
3. Please email the signed price quote to the email address below

Client Acceptance (sign below):

x _____

Print Name:

If you have any questions about this price quote, please contact
Steve Foreman, Sr. Licensing Executive, steveforeman@techsolworld.com or (470)208-1024 or (800)998-2792

Thank You For Your Business!

TECH SOLUTIONS WORLDWIDE

TECHNOLOGY SOLUTIONS WORLDWIDE, 11340 Lakefield Drive, Johns Creek GA 30097

OFFICE 365 GCC G3 SUBSCRIPTION LICENSES NON-SPECIFIC LICENSE ONLY – NO MEDIA INCLUDED OPEN/FULL LICENSE

SKU ITGOA P/N	Mfg. P/N	UPC#	Description	MSRP	Availability	Reseller Price	Qty	Ext. Price
7P2k54	**AAA-06245**	**N/A**	Microsoft Office 365 GCC G3 - Subscription Licenses NoLevel	$264.00	Vendor Distributed	**$192.00**	80	**$15,360.00**

Fee/Tax Surcharge: N/A

TOTAL: $15,360.00

Pricing Information

All prices are displayed in United States Dollars.

The above is an official Microsoft Partner pricing offer, and the parties agree that the above terms are a binding agreement among the parties with respect to the subject matter hereof.

Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

Pricing is not finalized until the date payment for the entire order amount above has been received.

END-USER LICENSE AGREEMENT AND PURCHASE ACCEPTANCE FOR NORTH BAY VILLAGE V.4.0

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (NORTH BAY VILLAGE) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and DOES NOT include associated media, printed materials, and "online" or electronic documentation ("Product"). By installing, copying, or otherwise using the Product, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, copy, or use the Product.

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Product is licensed, not sold.

1. GRANT OF LICENSE.

General. Microsoft grants you the right to reproduce, install and use the Product for the purposes of evaluating, designing, developing, and testing software product(s), and to reproduce and distribute the Product, provided that you agree:

(a) to distribute the Product in object code form only and only in conjunction with and as a part of a software application product developed by you;

(b) to not use Microsoft's name, logo, or trademarks to market your software application product;

(c) to include a valid copyright notice on your software application product; and

(d) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your software application product.

Documentation. Solely with respect to the electronic documentation provided with the Product, if any, you may make an unlimited number of copies (either in hardcopy or electronic form), provided that such copies shall be used only for internal purposes and are not republished or distributed beyond the user's premises.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Not For Resale Product. You may not resell, or otherwise transfer for value, the Product except for distribution as permitted above in Section 1(a).
- Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- Rental. You may not sell, rent, or lease the Product.
- Support Services. No technical support will be provided for the Product.
- No Other Uses. You may not use the Product in any way other than as expressly permitted under this EULA.
- Termination. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Product and all of its component parts.
- Reservation of Rights. Microsoft reserves all rights not expressly granted to you in this EULA.

3. COPYRIGHT. The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product.

4. U.S. GOVERNMENT RESTRICTED RIGHTS. All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

5. EXPORTABLE ENCRYPTION. You agree that you will not export or re-export the Product (or portions thereof) to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export the Product (or portions thereof): (i) to any country subject to a U.S. embargo or trade restriction; (ii) to any person or entity who you know or have

reason to know will utilize the Product (or portions thereof) in the production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been denied export privileges by the U.S. government. For additional information see <http://www.microsoft.com/exporting/.

MISCELLANEOUS

This EULA is governed by the laws of the State of Washington and Georgia.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

DISCLAIMER OF WARRANTIES. To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Product and any (if any) support services related to the Product ("Support Services") AS IS AND WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of lack of negligence or lack of workmanlike effort, all with regard to the Product, and the provision of or failure to provide Support Services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCT AND SUPPORT SERVICES, IF ANY, REMAINS WITH YOU.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Product, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Microsoft or any supplier, and even if Microsoft or any supplier has been advised of the possibility of such damages.

LIMITATION OF LIABILITY AND REMEDIES. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the Product or U.S.$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

GUARANTEE AND PRICE LOCK. This guarantee that is being made is by TECHNOLOGY SOLUTIONS WORLDWIDE and NOT Microsoft Corporation. Microsoft Corporation is not associated or will honor any guarantees made between TECHNOLOGY SOLUTIONS WORLDWIDE and NORTH BAY VILLAGE.

TECHNOLOGY SOLUTIONS WORLDWIDE as a Microsoft Partner, makes this single guarantee that based on the products, services, and usage described above in the "Product Description" section of this document, that it will guarantee the price will not change for the next 2 years or 2 annual renewals. NORTH BAY VILLAGE product pricing will not change for the next 2 annual renewals. All payments will be prepaid and made on an annual basis.

Signatures

Signatures are required for both authoritative party for NORTH BAY VILLAGE and TECHNOLOGY SOLUTIONS WORLDWIDE LLC to acknowledge the licenses being sold.

Sign: _____ Date: _____

JOHNNY BARNS, CEO, TECHNOLOGY SOLUTIONS WORLDWIDE LLC

Sign: _____ Date: _____

Print Name: _____

Position: _____

NORTH BAY VILLAGE

Date Signed: _____

Date Services are scheduled to commence: _____

Prior to completion of purchase all parties are required to sign the TECHNOLOGY SOLUTIONS WORLDWIDE LLC "Master Services Agreement"

TECH SOLUTIONS WORLDWIDE

INVOICE

Invoice # 1233
Invoice Date: May 10th, 2023
Due Date: May 10th, 2023

BILL FROM

Accounts
Technology Solutions Worldwide
11340 Lakefield Drive, #200
Johns Creek, GA 30097
800-998-2792
accounts@techsolworld.com

BILL TO

Johnny Saavedra
North Bay Village
1666 John F. Kennedy Causeway
#3rd
North Bay Village, FL 33141
305-756-7171

johnny@nbvillage.com

ID	DESCRIPTION	QTY	PRICE	TOTAL
O365G3	Microsoft Office 365 GCC G3 (Government Subscription)	80	$192.00	$15,360.00
	1 Year Annual Subscription			
	Technology Solutions Worldwide price:$16 per user per month charged annually at $192 per year.			
			Sub Total	$15,360.00
			Sales Tax 8%	N/A
			Total	**$15,360.00**

TERMS AND CONDITIONS

Please send payment immediately once this invoice is received.

PLEASE MAKE A PAYMENT TO

DOMESTIC WIRE

Receiving Bank Details ABA Routing Number **061092387** Bank Name **CHASE** Bank Address 270 Park Ave, New York, NY 10017	Beneficiary Beneficiary Name Technology Solutions Worldwide Account Number: **779755815** Type of Account Checking **BENEFICIARY ADDRESS 11340 LAKEFIELD DRIVE, 200, DULUTH GA 30097**

INTERNATIONAL WIRE

Receiving bank *SWIFT / BIC Code* ***CHASUS33*** *Bank Name CHASE* *Bank Address 270 Park Ave, New York, NY 10017 USA*	*Beneficiary* Beneficiary Name Technology Solutions Worldwide Account Number: **779755815** Type of Account Checking Beneficiary Address 11340 Lakefield Drive, 200, Duluth GA 30097 USA

CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Enterprise Quote for

CITY OF NORTH BAY VILLAGE

Date 2/23/23
Account Manager Kimani Smith

VSL Specialist Brent Cameron
Channel Price Sheet Month Feb.

Unless otherwise noted, All Quotes expire upon current month's end

EA Quote

Customer to make three annual payments to CDW•G

				Year 1		Year 2		Year 3	
Microsoft Part #	Description	Level	Quantity	Price	Extended	Price	Extended	Price	Extended
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	60	$408.80	$ 24,528.00	$ 408.80	$ 24,528.00	$ 408.80	$ 24,528.00

Year 1 Total $ 24,528.00 **Year 2 Total $ 24,528.00** **Year 3 Total $ 24,528.00**

Three Year Total $ 73,584.00

Notes

No Tax Referenced

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

http://www.cdwg.com/content/terms-conditions/product-sales.aspx

Pricing Proposal
Quotation #: 23257549
Created On: 3/23/2023
Valid Until: 4/22/2023

FL-City of North Bay Village

Johnny Saavedra
1666 Kennedy Causeway
North Bay Village, FL 33141
United States
Phone: 305-801-9668
Fax:
Email: city-it-admin@nbvillage.com

District Sales Manager

Bryan Hunt
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-652-7651
Fax: 732-564-8224
Email: Bryan_Hunt@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Microsoft Office 365 (Plan G3) - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - from SA - All Languages Microsoft - Part#: AAA-11924 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	80	$229.33	$18,346.40
2	Microsoft Office 365 (Plan E5) - Subscription license - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - from SA - All Languages Microsoft - Part#: T2P-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	80	$405.73	$32,458.40
			Total	$50,804.80

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Sandra Siefken, Controller

SPONSORED BY:

SUBJECT: **A Resolution Approving A Budget Amendment for Funds Reimbursed by FEMA Related To Hurricane Ian Relief Mission in Fort Myers – *Village Manager Dr. Ralph Rosado (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS REIMBURSED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR EXPENSES INCURRED RELATED TO THE HURRICANE IAN RELIEF MISSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On September 24, 2022, the State of Florida, Governor Ron DeSantis issued Executive Order 22-219 and declared a State of Emergency as a result of Tropical Depression Nine which later became Hurricane Ian. Weeks after the disaster, the North Bay Village Police Department along with other surrounding law enforcement agencies responded and sent their Emergency Response Team to Fort Myers which was impacted directly by the Hurricane.

Pursuant §35.21 of the Village Code, Village Staff is requesting a budget amendment to allocate funds reimbursed by the Federal Emergency Management Agency (FEMA) for personnel and operating expenses incurred from the claim mission number of 01694 in Fort Myers, related to Hurricane Ian Relief Mission.

Approval of this item will help to make North Bay Village safer and more transparent; as such, it promotes the pillar of Efficiency.

Efficiency

North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
INCREASE REVENUE GL LINE ITEM 001.00.369.3700 HURRICANE/EMERGENCY RELIEF BY $79,591.32 AND INCREASE EXPENSES LISTED IN EXHIBIT "A"

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving 2022-2023 Budget Amendment - Police FEMA Reimbursement Hurricane Ian.DOCX
FINAL Copy of Hurricane Ian Relief Mission - FDEM Cost Estimate Form.pdf
Exhibit A Budget Amendment Form-Police Hurricane Ian Relief Mission.pdf
IAN REIMB - EFT0555018 - 042423.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023 TO ALLOCATE FUNDS REIMBURSED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR EXPENSES INCURRED RELATED TO THE HURRICANE IAN RELIEF MISSION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2022, the North Bay Village (the "Village") Commission adopted Resolution No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "A" attached hereto and incorporated herein; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "A" attached hereto and incorporated herein.

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

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 9th day of May, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Florida Division of Emergency Management

Claim Summary

Resource Provider	FEID #	Mission/Agreement #	Incident Name
North Bay Village Police Department	59-6000388	1694	Hurricane Ian

Assigned Location:	Ft. Myers, Florida	**Mission Timeline**	**From:**	10/1/2022	**To:**	10/12/2022
Mission Description:	Sworn Law Enforcement Services					
Requesting Entity:	**State of Florida (State Emergency Response Team [SERT]) via the Florida Police Chiefs Association to the Miami-Dade County Association of Chiefs of Police**					
Reimbursement Point of Contact:	Sandra Siefken	**Email:**	SSiefken@nbvillage.com		**Phone:**	786.262.9536

PERSONNEL	$65,793.16
PERSONNEL BACKFILL	$0.00
TRAVEL	$283.54
EQUIPMENT	$12,863.21
MATERIALS AND OTHER	$651.42
RENTAL	$0.00
TOTAL CLAIM	$79,591.32

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalities for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature	Samuel Bejar	**Title**	Deputy Chief of Police	**Date**	2/17/2023

Florida Division of Emergency Management												Page	1	of	2
Personnel Summary															
Work Unit:		**Comments:**													
Please specify the name and position for each claimed individual.		**Date:**	10/1/22	10/2/22	10/3/22	10/4/22	10/5/22	10/6/22	10/7/22	**Total Hours**	**Hourly Rate**	**Benefit Rate**	**RT Wages**	**OT Wages**	**Total Cost**
Name	COSTA, Ceasar	**RT Hours**			8.00	8.00	8.00	8.00	8.00	40.00	$43.45	74.22%	$1,738.00		$3,027.94
Position	Police Officer - Acting Supervisor	**OT Hours**	18.00	24.00	16.00	16.00	16.00	16.00	16.00	122.00	$65.18	39.28%		$7,951.96	$11,075.49
Name	CABRERA, Yesiney	**RT Hours**			8.00	8.00	8.00	8.00	8.00	40.00	$33.02	74.22%	$1,320.80		$2,301.10
Position	Police Officer	**OT Hours**	18.00	24.00	16.00	16.00	16.00	16.00	16.00	122.00	$49.53	39.28%		$6,042.66	$8,416.22
Name	FRACOIS, Wuihudson	**RT Hours**			8.00	8.00	8.00	8.00	8.00	40.00	$30.23	74.22%	$1,209.20		$2,106.67
Position	Police Officer	**OT Hours**	18.00	24.00	16.00	16.00	16.00	16.00	16.00	122.00	$45.35	39.28%		$5,532.70	$7,705.94
Name	CASAIS, Manuel	**RT Hours**							4.00	4.00	$43.31	74.22%	$173.24		$301.82
Position	Police Sergeant	**OT Hours**							8.00	8.00	$64.97	39.28%		$519.76	$723.92
Name	GUEVARA, Peter	**RT Hours**			4.00					4.00	$47.75	74.22%	$191.00		$332.76
Position	Police Sergeant	**OT Hours**			3.00					3.00	$71.63	39.28%		$214.88	$299.28
Name	GORDON, Amy	**RT Hours**				8.00				8.00	$47.75	74.22%	$382.00		$665.52
Position	Police Sergeant	**OT Hours**								0.00				$0.00	$0.00
												Total Labor Costs	**$ 5,014.24**	**$ 20,261.96**	**$36,956.66**

Florida Division of Emergency Management										Page	2	of	2
Personnel Summary													
Work Unit:		**Comments:**											
Please specify the name and position for each claimed individual.		**Date:**	10/8/22	10/9/22	10/10/22	10/11/22	10/12/22	**Total Hours**	**Hourly Rate**	**Benefit Rate**	**RT Wages**	**OT Wages**	**Total Cost**
Name	COSTA, Ceasar	**RT Hours**			8.00	8.00	8.00	24.00	$43.05	74.22%	$1,033.20		$1,800.04
Position	Police Officer - Acting Supervisor	**OT Hours**	24.00	24.00	16.00	16.00	12.00	92.00	$65.18	39.28%		$5,996.56	$8,352.01
Name	CABRERA, Yesiney	**RT Hours**			8.00	8.00	8.00	24.00	$33.02	74.22%	$792.48		$1,380.66
Position	Police Officer	**OT Hours**	24.00	24.00	16.00	16.00	12.00	92.00	$49.53	39.28%		$4,556.76	$6,346.66
Name	FRACOIS, Wuihudson	**RT Hours**						0.00	$30.23	74.22%	$0.00		$0.00
Position	Police Officer	**OT Hours**	13.00					13.00	$45.35	39.28%		$589.55	$821.13
Name	CASAIS, Manuel	**RT Hours**			8.00	8.00	8.00	24.00	$43.31	74.22%	$1,039.44		$1,810.91
Position	Police Sergeant	**OT Hours**	24.00	24.00	16.00	16.00	12.00	92.00	$64.97	39.28%		$5,977.24	$8,325.10
										Total Labor Costs	**$ 2,865.12**	**$ 17,120.11**	**$28,836.50**

Florida Division of Emergency Management												Page		of	
Personnel Backfill Summary															
Comments:															
Please specify which deployed individual is being backfilled.		**Date:**								**Total Hours**	**Hourly Rate**	**Benefit Rate**	**RT Wages**	**OT Wages**	**Total Cost**
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
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Name		**RT Hours**								0.00			$0.00		$0.00
Position		**OT Hours**								0.00				$0.00	$0.00
												TOTAL LABOR COSTS	$ -	$ -	**$0.00**

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Fringe Benefits Calculation Worksheet

Fringe Benefits (by %)	Regular Time		Overtime
Social Security (FICA/MICA)	7.65%		7.65%
Retirement	27.83%		27.83%
Worker's Compensation Insurance	3.80%		3.80%
Unemployment Insurance	3.50%		0.00%
Health Insurance Benefits	18.00%		0.00%
Life Insurance Benefits	0.03%		0.00%
Annual Leave (Vacation)	8.00%		0.00%
Holiday Leave	0.40%		0.00%
Average Used Sick Leave	5.01%		0.00%
Other			0.00%
Total (% of Annual Wage)	**74.22%**		**39.28%**

Comments:	

To effectively use this form, group employees by status/common benefits in the personnel records (salaried; full-time, permanent; special risk; part-time, contract, and/or temporary hires). For each grouping, determine the average fringe benefits for regular time and overtime. The overtime benefits are usually limited to the types indicated above. The average annual percentages for the insurances can be determined by total premium costs per total annual regular wages from the last available annual audit or by the current year projected budget. The holiday percentages can be determined by the number of holidays granted each year divided by the number of work days for the year. The annual leave can be determined by an average day/hour earnings divided by the total days/hours of earned pay. The sick leave percentage should be based on the last annual sick leave cost divided by the total regular wages paid. Other established methods previously adopted by the Resource Provider to convert the benefit costs to a percentage of total paid annual regular wages is acceptable.

Equipment Summary

Reimbursement cannot be claimed for both mileage and hourly rates during the same period of use. Mileage should be used for transport, hourly rates should be used for operational time in the incident area.

Equipment Description (size, capacity, make/model, etc.)	FEMA Equipment Code	Name of Operator/Unit	Date:	10/1/22	10/2/22	10/3/22	10/4/22	10/5/22	10/6/22	10/7/22	Total Hours/ Miles	Equipment Rate	Total Cost
4Kw Genset	8310	COSTA, Ceasar	Hours	6.00	22.00	22.00	22.00	22.00	22.00	22.00	138.00	$4.95	$683.10
			Miles								0.00		$0.00
13Kw Genset	8311	COSTA, Ceasar	Hours		9.82	9.82	9.82	9.82	9.82	9.82	58.91	$7.92	$466.55
			Miles								0.00		$0.00
3/4 Ton 4X4 Truck (Veh 1904)	8807	FRANCOIS,Wuihudson	Hours		16.00	16.00	16.00	16.00	16.00	19.87	99.87	$19.87	$1,984.42
			Miles	179.00							179.00	$0.56	$100.24
RV Trailer (8x40) Personnel Housing	8843	COSTA, Ceasar	Hours	8.00	24.00	24.00	24.00	24.00	24.00	24.00	152.00	$14.06	$2,137.12
			Miles								0.00		$0.00
Ford Explorer Police Patrol Vehicle (Veh 1714)	8074	CABRERA, Yesiney	Hours		16.00	16.00	16.00	16.00	16.00	16.00	96.00	$18.75	$1,800.00
			Miles	169.00							169.00	$0.56	$94.64
Chevrolet Tahoe Police Patrol Vehicle (Veh 2100)	8077	CASAIS, Manuel	Hours								0.00	$19.97	$0.00
			Miles							194.00	194.00	$0.56	$108.64
Chevrolet Tahoe Police Patrol Vehicle (Veh 1906)	8077	GORDON, Amy	Hours								0.00	$19.97	$0.00
			Miles				333.00				333.00	$0.56	$186.48
												Total Equipment Costs	**$7,561.19**

Equipment Summary

Reimbursement cannot be claimed for both mileage and hourly rates during the same period of use. Mileage should be used for transport, hourly rates should be used for operational time in the incident area.

Equipment Description (size, capacity, make/model, etc.)	FEMA Equipment Code	Name of Operator/Unit	Date:	10/8/22	10/9/22	10/10/22	10/11/22	10/12/22			Total Hours/ Miles	Equipment Rate	Total Cost
4Kw Genset	8310	COSTA, Ceasar	Hours	22.00	22.00	22.00	22.00	13.00			101.00	$4.95	$499.95
			Miles								0.00		$0.00
13Kw Genset	8311	COSTA, Ceasar	Hours	9.82	9.82	9.82	9.82	9.82			49.09	$7.92	$388.81
			Miles								0.00		$0.00
3/4 Ton 4X4 Truck (Veh 1904)	8807	FRANCOIS,Wuihudson	Hours								0.00	$19.87	$0.00
			Miles	242.00							242.00	$0.56	$135.52
RV Trailer (8x40) Personnel Housing	8843	COSTA, Ceasar	Hours	24.00	24.00	24.00	24.00	13.00			109.00	$14.06	$1,532.54
			Miles								0.00		$0.00
Ford Explorer Police Patrol Vehicle (Veh 1714)	8074	CABRERA, Yesiney	Hours	16.00	16.00	16.00	16.00				64.00	$18.75	$1,200.00
			Miles					268.00			268.00	$0.56	$150.08
Chevrolet Tahoe Police Patrol Vehicle (Veh 2100)	8077	CASAIS, Manuel	Hours	16.00	16.00	16.00	16.00				64.00	$19.97	$1,278.08
			Miles					209.00			209.00	$0.56	$117.04
												Total Equipment Costs	**$5,302.02**

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Materials and Other Summary

Vendor/Supplier	Description	Date Ordered	Date(s) Used	Quantity	Unit Price	Total Cost
Home Depot	Five (5) Gallon Gasoline Cans (request from base camp - distributed for general use in filling small equipment such as chainsaws)	10/3/2022	10/3-10/12	10.00	28.32	$283.20
Miccosukee Tribe	Fuel to Fill the Above Captioned Gas Cans	10/3/2022	10/3-10/12	50.00	3.30	$164.95
Miccosukee Tribe	Fuel for the POV (JIN K34 - Guevara) Used to Acquire and Transport the Above Detailed Gas Cans and Fuel to the Base Camp	10/3/2022	10/3/2022	21.96	3.30	$72.45
Walmart	Air Mattress - Bedding at Base Camp	10/4/2022	10/4-10/12	1.00	$79.18	$79.18
Walmart	Bed Sheets - Bedding at Base Camp	10/4/2022	10/4-10/12	1.00	$10.67	$10.67
Walmart	Pillows - Bedding at Base Camp	10/4/2022	10/4-10/12	4.00	$3.68	$14.72
Dollar Tree	Assorted Sundry Items - toothpaste, soap, shampoo, deodorant, etc. - Base camp Request	10/4/2022	10/4-10/12	21.00	$1.25	$26.25
					Total Materials and Other	**$651.42**

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Travel Summary

Per Diem									Mileage For Personal Vehicles Used		
Name	Date	Breakfast	Lunch	Dinner	Incidental	M&IE Total	Lodging		Miles	Rate	Cost
COSTA, Ceasar	10/01/22	$ -	$ -	$ -	$ -	$ -	$ -		$ 211.00	$ 0.556	$ 117.32
COSTA, Ceasar	10/12/22	$ -	$ -	$ -	$ -	$ -	$ -		$ 197.00	$ 0.556	$ 109.53
					Total M&IE and Lodging	$ -	$ -			Total POV	$ 226.85

Other Travel Expenses

Date	Description	
10/4/2022	(WALMART) - Assorted Food Items - Fruits, Lunch Meats, Water, etc.- Base Camp Request; Food Not Available On Base Camp Start Up	$ 56.69
	Per 1/25 phone conversation with DC Bejar, these are for records only - paid for using purchasing card - total on Materials and Other	$ -
		$ -
		$ -
	Total Other	$ 56.69
Total Travel:	$ 283.54	

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Rental Summary							
Description	Vendor	Rate Per Hour		Invoice No.	Check No.	Total Cost	
		With Operator	Without Operator				
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
							$0.00
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							$0.00
							$0.00
					Total Rental		**$0.00**

FEMA 2021 Schedule of Equipment Rates

These rates may only be used for equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, maintenance, field repairs, and fuel. Equipment must be in actual operation performing eligible work for reimbursement to be eligible. ***LABOR COSTS OF THE OPERATOR ARE NOT INCLUDED*** *in the equipment rate and should be documented separately from equipment costs.*

8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	$1.31
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	$9.67
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	$11.50
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	$18.65
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	$36.88
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	$56.30
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	$100.54
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	$103.33
8040	Ambulance			to 150		hour	$28.48
8041	Ambulance			to 210		hour	$41.76
8050	Board, Arrow			to 8	Trailer Mounted.	hour	$5.65
8051	Gasoline Powered Message Board,			to 5	Trailer Mounted.	hour	$11.39
8052	Solar Powered Arrow/Message Board	SMC 5000 Mast-Mini	Mini Matrix Board, Smaller 3' x 6' Display			hour	$4.00
8053	Solar Powered Message Board	PCMS-1500	Full Matrix Board, Display			hour	$5.10
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	$1.95
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	$4.34
8062	Auger, Tractor Mounted	Max. Auger Diameter	36 In	to 13	Includes digger, boom & mounting hardware	hour	$3.29
8063	Auger, Truck Mounted	Max. Auger Size	24 In	to 100	Includes digger, boom & mounting hardware and Tractor rate.	hour	$35.68
8064	Hydraulic Sign Post Driver	Greenlee; HPD-HV-U	W/ 13 Hp power unit, 2ksi preasure	13	w/Double Hose Assembly	hour	$5.69
8064-1	Hydraulic Sign Post Driver	Drophammar (D)	8" x 8" x 10"'	to 100	Guard Rail Post	hour	$35.27
8065	Auger	Horizontal Directional Boring Machine	250 X 100	300	DD-140B YR-2003	hour	$241.89
8066	Auger	Horizontal Directional Boring Machine	50 X 100	24	Average to 7,000 lbs	hour	$34.30
8067	Auger, Directional Boring Machine	Auger, Directional Boring Machine	7,000 - 10,000 lbs	45	JT920L (2013)	hour	$43.80
8067-1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	125		hour	$93.30
8068	Bush Hog	Bush Hog - Model 326	Single Spindle Rotary Cutters			hour	$20.90
8068-1	Bush Hog	Bush Hog - Model 3210	Lift, Pull, Semi-Mount & Offset Model			hour	$29.14
8068-2	Bush Hog	Bush Hog - Model 2815	Flex Wing Rotary Cutters			hour	$43.77
8070	Automobile			to 130	Transporting people.	mile	$0.56
8071	Automobile			to 130	Transporting cargo.	hour	$12.60
8072	Automobile, Police			to 250	Patrolling.	mile	$0.56
8073	Automobile, Police			to 250	Stationary with engine running.	hour	$16.27
8074	Automobile, Police	Ford Explorer		210		hour	$18.75
8075	Motorcycle, Police					mile	$0.52
8076	Automibile - Chevy Trailblazer	6 or 8 cl		285 to 300		hour	$20.77
8077	Automobile - Ford Expedition	Fire Command Center	EcoBoost V-6	360	2015 Model	hour	$19.97
8078	MRAP Armored Rescue Vehicle	Search and Rescue	Military Surplus Vehicle	375-450	Qualified foe operational rate on	hour	$52.53
8079	MRAP C-MTV	Multi-Theater (Military Surplus)Vehicle	gvwr 55000 Lbs	to 350	Qualified foe operational rate on	hour	$49.03
8079-1	MRPA with 6-Tires			300		hour	$53.00
8079-2	MRAP- BAE CAIMAN II Model	Police Armored Rescue/SWAT Team Vehicle		320		hour	$54.00
8080	All Terrain Vehicle (ATV)	Engine 110cc, 4-Wheel; 20" tyre		6.5-7.5		hour	$8.35

8081	All Terrain Vehicle (ATV)	Engine 125cc, 4-Wheel; 21" tyre		7.6-8.6		hour	$8.79
8082	All Terrain Vehicle (ATV)	Engine 150cc, 4-Wheel; 22" tyre		9.0-10.0		hour	$8.80
8083	All Terrain Vehicle (ATV)	Engine 200cc, 4-Wheel; 24" tyre		12-14.0		hour	$9.36
8084	All Terrain Vehicle (ATV)	Engine 250cc, 4-Wheel; 24" tyre		15-17		hour	$9.95
8085	All Terrain Vehicle (ATV)	Engine 300cc, 4-Wheel; 24" tyre		18-20		hour	$10.81
8086	All Terrain Vehicle (ATV)	Engine 400cc. 4-Wheel; 25" tyre		26-28		hour	$12.37
8087	All Terrain Vehicle (ATV)	Engine 450cc, 4-Wheel; 25" tyre		26-28		hour	$13.25
8088	All Terrain Vehicle (ATV)	Engine 650cc, 4-Wheel; 25" tyre		38-40		hour	$14.05
8089	All Terrain Vehicle (ATV)	Engine 750cc, 4-Wheel; 25" tyre		44-46		hour	$15.00
8090	All Terrain Vehicle	Polaris-Ranger 900				hour	$26.30
8091	All Terrain Vehicle	Honda Pioneer-1000-3				hour	$27.00
8110	Barge, Deck	Size	50'x35'x7.25'	0	Push by Tug-Boat	hour	$52.73
8111	Barge, Deck	Size	50'x35'x9'	0	Push by Tug-Boat	hour	$56.53
8112	Barge, Deck	Size	120'x45'x10'	0	Push by Tug-Boat	hour	$109.11
8113	Barge, Deck	Size	160'x45'x11''	0	Push by Tug-Boat	hour	$132.11
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	$335.23
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	$377.40
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	$597.02
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	$1,129.95
8124	Airboat	815AGIS Airboat w/spray unit	15'x8'	400		hour	$33.16
8125	Airboat	815AGIS Airboat w/spray unit	15'x8'	425		hour	$33.52
8126	Swamp Buggy	Conquest		360		hour	$41.93
8130	Boat, Row			0	Heavy duty.	hour	$1.49
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	$12.73
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	$15.53
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	$227.27
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	$282.11
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	$340.76
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	$375.08
8140	Boat, Tug	Length	16 Ft	to 100		hour	$45.23
8141	Boat, Tug	Length	18 Ft	to 175		hour	$65.79
8142	Boat, Tug	Length	26 Ft	to 250		hour	$82.83
8143	Boat, Tug	Length	40 Ft	to 380		hour	$207.27
8144	Boat, Tug	Length	51 Ft	to 700		hour	$285.33
8145	Jet Ski	3-seater				hour	$28.09
8146	Jet Ski					hour	$8.72
8147	Boat, Inflatable Rescue Raft	Zodiac		0		hour	$1.15
8148	Boat, Runabout	1544 lbs	11 passenger capacity	190-250		hour	$66.43
8149	Boat, Removable Engine	2000 Johnson Outboard Motor w 15" shaft		15		hour	$1.60
8150	Pavement Brooms	Self Propelled		to 37		hour	$24.08
8151	Broom, Pavement	Broom Length	96 In	to 100		hour	$31.17
8153	Broom, Pavement, Mounted	Broom Length	72 In	to 18	Add Prime Mover cost for total rate	hour	$5.76
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20	Add Prime Mover cost for total rate	hour	$15.32
8155	Broom, Pavement	Broom Length	72 In	to 35		hour	$24.57
8157	Sweeper, Pavement			to 110		hour	$85.20
8158	Sweeper, Pavement			to 230		hour	$100.11
8180	Bus			to 150		hour	$21.90
8181	Bus			to 210		hour	$26.18
8182	Bus			to 300		hour	$40.21
8183	Blower	Gasoline powered Toro Pro Force		27		hour	$15.62

8183-1	Mosquito Sprayer	2015 Adapco Guardian 95 ES	15-gal; 350 lbs			hour	$19.09
8184	Back-Pack Blower			to 4.4		hour	$1.55
8185	Walk-Behind Blower			13		hour	$6.93
8187	Chainsaw	Bar Length = 20 in	3.0 cu in	3		hour	$1.94
8188	Chainsaw	Bar Length = 20 in	5.0 cu in	6		hour	$3.39
8189	Chainsaw	Bar Length = 20 in	6.0 cu in	7		hour	$3.60
8190	Chain Saw	Bar Length = 16 in	2.5 cu in	2		hour	$2.07
8191	Chain Saw	Bar Length = 25 in	7.5 cu in	8		hour	$4.54
8192	Chain Saw	Bar Length = 18 in	4.0 cu in	3.2		hour	$2.13
8193	Skidder	model 748 E		to 173		hour	$115.15
8194	Skidder	model 648 G11		to 177		hour	$138.73
8195	Cutter, Brush	Cutter Size	8 ft	to 150		hour	$124.22
8196	Cutter, Brush	Cutter Size	8 ft	to 190		hour	$137.38
8197	Cutter, Brush	Cutter Size	10 ft	to 245		hour	$144.78
8198	Bruncher Cutter	Cutter, Brush - 247 hp, 1997 Model 511 Feller		to 247		hour	$198.34
8199	Log Trailer	40 ft		0		hour	$10.29
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	$9.10
8201	Chipper, Brush	Chipping Capacity	9 In	to 65	Trailer Mounted.	hour	$17.30
8202	Chipper, Brush	Chipping Capacity	12 In	to 100	Trailer Mounted.	hour	$32.26
8203	Chipper, Brush	Chipping Capacity	15 In	to 125	Trailer Mounted.	hour	$34.17
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	$51.12
8208	Loader - Tractor - Knuckleboom	model Barko 595 ML		to 173		hour	$172.12
8209	Loader - Wheel	model 210 w/ Buck Saw 50 inch Bar		to 240		hour	$95.11
8210	Clamshell & Dragline, Crawler		149,999 lbs	to 235	Bucket not included in rate.	hour	$131.38
8211	Clamshell & Dragline, Crawler		250,000 lbs	to 520	Bucket not included in rate.	hour	$174.33
8212	Clamshell & Dragline, Truck			to 240	Bucket not included in rate.	hour	$142.26
8217	Compactor	2-ton pavement roller	to 76" wide	40		hour	$27.29
8218	BOMAG Compactor	BW100AD-3		33		Hour	$29.33
8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratoty Compactor	to 2.9 Ton	28		hour	$29.12
8220	Compactor			to 10		hour	$15.32
8221	Compactor, Towed, Vibratory Drum			to 45	Plus tow Truck	hour	$35.01
8222	Compactor, Vibratory, Drum			to 75		hour	$25.34
8223	Compactor, Pneumatic, Wheel			to 100		hour	$52.15
8224	Vibratory Compactor	Caterpillar CP-563D		145		hour	$60.75
8225	Compactor, Sanitation			to 300		hour	$97.46
8226	Compactor, Sanitation			to 400		hour	$156.79
8227	Compactor, Sanitation			535		hour	$308.62
8228	Compactor, Towed, Pneumatic, Wheel	Hercules PT-11,	10,000 lbs		11-Wheels (Towed)	hour	$18.71
8229	Compactor,Towed Steel Drum Static Compactor	GTD-54120	20,000 lbs		Grid Drum (Towed)	hour	$23.95
8240	Feeder, Grizzly			to 35		hour	$27.43
8241	Feeder, Grizzly			to 55		hour	$34.74
8242	Feeder, Grizzly			to 75		hour	$65.75
8250	Dozer, Crawler	Deere 450J LT		to 75		hour	$55.15
8251	Dozer, Crawler	Deere 650K LGP; ROPS/FOPS		to 105		hour	$73.31
8252	Dozer, Crawler			to 160		hour	$95.45
8253	Dozer, Crawler			to 250		hour	$152.20
8254	Dozer, Crawler			to 360		hour	$223.35
8255	Dozer, Crawler	Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi U		to 574		hour	$348.96
8256	Dozer, Crawler			to 850		hour	$363.50
8260	Dozer, Wheel			to 300		hour	$106.42

8261	Dozer, Wheel			to 400		hour	$102.64
8262	Dozer, Wheel			to 500		hour	$200.86
8263	Dozer, Wheel			to 625		hour	$242.66
8269	Box Scraper	3 hitch attach for tractor; 2007 Befco		0		hour	$3.70
8270	Bucket, Clamshell	Capacity	1.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$4.74
8271	Bucket, Clamshell	Capacity	2.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$9.12
8272	Bucket, Clamshell	Capacity	5.0 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$13.62
8273	Bucket, Clamshell	Capacity	7.5 CY	0	Includes teeth. Does not include Clamshell & Dragline	hour	$26.52
8275	Bucket, Dragline	Capacity	2.0 CY	0	Does not include Clamshell & Dragline	hour	$4.06
8276	Bucket, Dragline	Capacity	5.0 CY	0	Does not include Clamshell & Dragline	hour	$10.14
8277	Bucket, Dragline	Capacity	10 CY	0	Does not include Clamshell & Dragline	hour	$14.62
8278	Bucket, Dragline	Capacity	14 CY	0	Does not include Clamshell & Dragline	hour	$19.02
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$20.46
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$57.67
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$82.48
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$137.11
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$272.66
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$309.18
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$472.94
8287	Excavator	2007 model Gradall XL3100 III		184		hour	$104.57
8288	Excavator	2003 model Gradall XL4100 III		238		hour	$120.67
8289	Excavator	2006 model Gradall XL5100		230		hour	$135.66
8290	Trowel, Concrete	Diameter	48 In	to 12		hour	$4.46
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	$13.63
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	$18.66
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	$26.03
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	$57.41
8306	Fork Lift Material Handler	Diesel, CAT TH360B	6600-11500 gvwr lbs	94.9	3.1- 3.5 Mton	hour	$46.49
8307	Fork Lift Material Handler	Diesel, CAT TH460B	9000 Lbs	94.9	4.5 - 4.9 Mton	hour	$53.54
8308	Fork Lift Material Handler	Diesel, CAT TH560B	10000 Lbs	117.5	4.5 - 4.9 Mton	hour	$58.74
8309	Fork Lift Accessory	2003 ACS Paddle Fork		0		hour	$3.58
8310	Generator	Prime Output	5.5 KW	to 10		hour	$4.95
8311	Generator	Prime Output	16 KW	to 25		hour	$7.92
8311-1	Generator		20 KVA	44		hour	$25.00
8312	Generator	Prime Output	60KW	to 88		hour	$25.92
8313	Generator	Prime Output	100 KW	to 125		hour	$40.01
8314	Generator	Prime Output	150 KW	to 240		hour	$55.67
8315	Generator	Prime Output	210 KW	to 300		hour	$77.67
8316	Generator	Prime Output	280 KW	to 400		hour	$88.84
8317	Generator	Prime Output	350 KW	to 500		hour	$99.73
8317-1	Generator	Prime Output	400KVA = 320KW	464	Enclosed	hour	$118.18
8318	Generator	Prime Output	530 KW	to 750		hour	$159.09
8319	Generator	Prime Output	710 KW	to 1000		hour	$204.67

8320	Generator	Prime Output	1100 KW	1645	Open	hour	$362.20
8321	Generator	Prime Output	2500 KW	to 3000		hour	$561.53
8322	Generator	Prime Output	1,000 KW	to 1645	Enclosed	hour	$467.83
8323	Generator	Prime Output	1,500 KW	to 2500	Enclosed	hour	$544.93
8324	Generator	Prime Output	1100KW	2500	Enclosed	hour	$544.93
8325	Generator	Prime Output	40KW	63	Open	hour	$23.48
8326	Generator	Prime Output	20KW	35	Open/Closed	hour	$16.70
8327	Generator Large	Prime Output	800 KW	1065		hour	$235.71
8327-1	Generator	Prime Output	80 KW	120		hour	$32.09
8327-2	SOLAR/GAS Turbine Generator-Taurus 70	7-Megawatts Solar, 3-Megawatts Stean Turbine	7000 KW	10915	12470- Volts to Micro grid, or 115000 Volts to City Utility, When operated with gas	hour	$2,600.00
8327-3	SOLAR/GAS Turbine Generator-Taurus 70	7-Megawatts Solar, 3-Megawatts Stean Turbine	7001 KW	10915	12470- Volts to Micro grid, or 115000 Volts to City Utility, When operated with Solar	hour	$800.00
8328	Generator	Prime Output	900 KW	1355		hour	$299.28
8328-1	Generator Heavy Duty	Prime Output	2000KW		Open	hour	$496.86
8329	Generator	Prime Output	1000 KW	to 1645	Open	hour	$450.78
8330	Graders	Moldboard Size	10 Ft	to 110	Includes Rigid and Articulate equipment.	hour	$44.60
8331	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$65.12
8332	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$100.61
8334	Graders	CAT 140; ROPS; Diesel; Moldboard Size: 168 x 24 x 0.9	Diesel	275		hour	$124.00
8350	Hose, Discharge	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$0.16
8351	Hose, Discharge	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$0.24
8352	Hose, Discharge	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$0.61
8353	Hose, Discharge	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$0.63
8354	Hose, Discharge	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$0.93
8355	Hose, Discharge	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$1.73
8356	Hose, Suction	Diameter	3 In	0	Per 25 foot length. Includes couplings.	hour	$0.29
8357	Hose, Suction	Diameter	4 In	0	Per 25 foot length. Includes couplings.	hour	$0.34
8358	Hose, Suction	Diameter	6 In	0	Per 25 foot length. Includes couplings.	hour	$1.13
8359	Hose, Suction	Diameter	8 In	0	Per 25 foot length. Includes couplings.	hour	$1.13
8360	Hose, Suction	Diameter	12 In	0	Per 25 foot length. Includes couplings.	hour	$1.75
8361	Hose, Suction	Diameter	16 In	0	Per 25 foot length. Includes couplings.	hour	$3.34
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour	$20.66
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour	$35.85
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour	$69.98
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour	$126.60
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour	$120.21
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour	$21.01
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour	$41.05
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105	CAT-926	hour	$39.35
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour	$46.45
8394	Loader, Wheel	Bucket Capacity	4 CY	232		hour	$78.13
8395	Loader, Wheel	Bucket Capacity	5 CY	255		hour	$80.80
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour	$113.83

8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour	$139.70
8398	Loader, Wheel	Bucket Capacity	8 CY	to 530		hour	$190.00
8399	Tractor	John Deere 6605	Tractor with mower	95		hour	$17.33
8400	Tractor	New Holland T6031	Tractor - agriculture all purpose	115		hour	$35.56
8401	Loader, Tractor, Wheel	Bucket Capacity	0.87 CY	to 80	Case 580 Super L	hour	$37.76
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft	8	Diesel Powered	hour	$3.17
8411	Mixer, Concrete Portable	Batching Capacity	12 Cft	11	Gasoline Powered	hour	$5.48
8412	Mixer, Concrete, Trailer Mounted	Batching Capacity	11 Cft	to 10		hour	$14.59
8413	Mixer, Concrete, Trailer Mounted	Batching Capacity	16 Cft	to 25		hour	$19.70
8414	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	$85.90
8419	Hand-Held, Pavement Breakers	Air Tool/Electric Power	90 Lbs	0		hour	$1.17
8420	Self-Propelled Pavement Breaker,	Self-Propelled (Diesel)		to 70-80		hour	$59.37
8421	Vibrator, Concrete	Hand Held		to 4		hour	$1.65
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	$88.36
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	$121.45
8425	Spreader, Chip, Mounted	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	$4.65
8430	Paver, Asphalt, Towed			0	Does not include Prime Mover.	hour	$12.84
8431	Paver, Asphalt	Crawler		to 50	Includes wheel and crawler equipment.	hour	$66.94
8432	Paver, Asphalt	Crawler		to 125	Includes wheel and crawler equipment.	hour	$92.45
8433	Paver, Asphalt	Crawler		to 175	Includes wheel and crawler equipment.	hour	$252.13
8434	Paver, Asphalt		35,000Lbs & Over	to 250	Includes wheel and crawler equipment.	hour	$246.91
8436	Pick-up, Asphalt			to 110		hour	$112.03
8437	Pick-up, Asphalt	Cederapids	CR MS-2	113 to 140	Asphalt-Pick-up Machine	hour	$146.98
8438	Pick-up, Asphalt	Blaw-Knox	MC-330	184 to 200	Asphalt-Pick-up Machine	hour	$196.08
8439	Pick-up, Asphalt		MTV 1000C	to 275	Asphalt-Pick-up Machine	hour	$282.37
8440	Striper	Paint Capacity	40 Gal	to 22		hour	$16.76
8441	Striper	Paint Capacity	90 Gal	to 60		hour	$23.17
8442	Striper	Paint Capacity	120 Gal	to 122		hour	$42.65
8445	Striper, Truck Mounted	Paint Capacity	120 Gal	to 460		hour	$76.28
8446	Striper, Walk-behind	Paint Capacity	12 Gal	5		hour	$3.96
8447	Paver Accessory - Belt Extension	2002 Leeboy Conveyor Belt Extension	24' X 50'	0	crawler	hour	$37.18
8450	Plow, Snow, Grader Mounted	Width	to 10 Ft	0	Include Grader for total cost	hour	$28.51
8451	Plow, Snow, Grader Mounted	Width	to 14 Ft	0	Include Grader for total cost	hour	$33.00
8452	Plow, Truck Mounted	Width	to 15 Ft	0	Include truck for total cost	hour	$23.80
8453	Plow, Truck Mounted	Width	to 15 Ft	0	With leveling wing. Include truck for total cost	hour	$40.69
8455	Spreader, Sand	Mounting	Tailgate, Chassis	0	Truck not included	hour	$8.02
8456	Spreader, Sand	Mounting	Dump Body	0	Truck not included	hour	$10.88
8457	Spreader, Sand	Mounting	Truck (10yd)	0	Truck not included	hour	$13.62
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	$6.49
8469	Pump - Trash Pump	10 MTC	2" Pump	to 7	10,000 gph	hour	$8.28
8470	Pump	Centrifugal, 8M pump	2" - 10,000 gal/hr.	to 4.5	Hoses not included.	hour	$7.79
8471	Pump	Diaphragm pump	2" - 3,000 gal/hr.	to 6	Hoses not included.	hour	$9.59
8472	Pump	Centrifugal, 18M pump	3" - 18,000 gal/hr. pump	to 10	Hoses not included.	hour	$9.05
8473	Pump			to 15	Hoses not included.	hour	$12.25
8474	Pump			to 25	Hoses not included.	hour	$13.96
8475	Pump			to 40	Hoses not included.	hour	$17.22
8476	Pump	4"	40,000 gal/hr.	to 60	Hoses not included.	hour	$26.88
8477	Pump			to 95	Hoses not included.	hour	$34.78

8478	Pump			to 140	Hoses not included.	hour	$41.19
8479	Pump			to 200	Hoses not included.	hour	$51.50
8480	Pump			to 275	Does not include Hoses.	hour	$69.29
8481	Pump			to 350	Does not include Hoses.	hour	$82.80
8482	Pump			to 425	Does not include Hoses.	hour	$100.40
8483	Pump			to 500	Does not include Hoses.	hour	$118.85
8484	Pump			to 575	Does not include Hoses.	hour	$138.44
8484-1	Pump	Electric Motor		600		hour	$142.65
8485	Pump			to 650	Does not include Hoses.	hour	$157.05
8485-1	Pump			746		hour	$177.36
8485-2	Pump			905		hour	$215.60
8485-3	Pump		110,000 gpm	1000		hour	$360.00
8485-4	Pump	CAT-3606 Engine		2250		hour	$775.00
8485-5	Pump		464,125 gpm	2500		hour	$780.00
8485-6	Pump -High Powered Pump with Caterpillar Engine	C280-12 CAT Engine	1000-RPM, 20,000 CFM	5444	Fairbanks Morse/Lufkin Heavy Duty Pump	hour	$1,285.00
8486	Aerial Lift, Truck Mounted	Max. Platform Height	40 Ft		Add this rate to truck rate for total lift and truck rate	hour	$12.05
8487	Aerial Lift, Truck Mounted	Max. Platform Height	61 Ft		Add this rate to truck rate for total lift and truck rate	hour	$20.95
8488	Aerial Lift, Truck Mounted	Max. Platform Height	80 Ft		Add this rate to truck rate for total lift and truck rate	hour	$38.85
8489	Aerial Lift, Truck Mounted	Max. Platform Load - 600Lbs	81 Ft -100 Ft. Ht.		Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate	hour	$39.10
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft. Ht.	to 15	Articulated, Telescoping, Scissor.	hour	$9.15
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft. Ht.	to 30	Articulated, Telescoping, Scissor.	hour	$33.24
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft. Ht.	to 50	Articulated, Telescoping, Scissor.	hour	$26.58
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft. Ht.	to 85	Articulated and Telescoping.	hour	$57.49
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft. Ht.	to 130	Articulated and Telescoping.	hour	$74.93
8495	I.C. Aerial Lift, Self-Propelled	Max. Platform Load - 500 Lbs	75"x155", 40Ft Ht.	to 80	2000 Lbs Capacity	hour	$30.13
8496	Crane, Truck Mounted	Max. Lift Capacity	24000 Lbs	0	Include truck rate for total cost	hour	$20.80
8497	Crane, Truck Mounted	Max. Lift Capacity	36000 Lbs	0	Include truck rate for total cost	hour	$29.28
8498	Crane, Truck Mounted	Max. Lift Capacity	60000 Lbs	0	Include truck rate for total cost	hour	$45.07
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	$59.49
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	$98.07
8502	Crane	Max. Lift Capacity	50 MT	to 200		hour	$141.89
8503	Crane	Max. Lift Capacity	70 MT	to 300		hour	$198.29
8504	Crane (Crawler)	Max. Lift Capacity	110 MT	to 350		hour	$232.88
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	$7.29
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	$11.63
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	$24.18
8513	Saw, Rock	Blade Diameter		to 100		hour	$41.98
8514	Saw, Rock	Blade Diameter		to 200		hour	$94.55
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs	0	Pneumatic Powered	hour	$1.71
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs	0	Pneumatic Powered	hour	$1.90
8521	Scraper	Scraper Capacity	15 CY	to 262		hour	$131.34
8522	Scraper	Scraper Capacity	22 CY	to 365		hour	$213.55
8523	Scraper	Scraper Capacity	34 CY	to 500		hour	$275.45
8524	Scraper	Scraper Capacity	44 CY	to 604		hour	$327.93
8540	Loader, Skid-Steer	Operating Capacity	976 - 1250 Lbs	to 36		hour	$26.04
8541	Loader, Skid-Steer	Operating Capacity	1751 - 2200 Lbs	to 66		hour	$31.16
8542	Loader, Skid-Steer	Operating Capacity	2901 to 3300 Lbs	to 81		hour	$36.76

8549	Snow Plower, Salt Spreader	Towed Salt Spreader/Snow Plower	26 ft X 8 ft	260	Plus Towed Salt Spreader	hour	$25.00
8550	Snow Blower, Truck Mounted	Capacity	600 Tph	to 75	Does not include truck	hour	$33.74
8551	Snow Blower, Truck Mounted	Capacity	1400 Tph	to 200	Does not include truck	hour	$90.01
8552	Snow Blower, Truck Mounted	Capacity	2000 Tph	to 340	Does not include truck	hour	$135.34
8553	Snow Blower, Truck Mounted	Capacity	2500 Tph	to 400	Does not include truck	hour	$147.02
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	$3.01
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	$14.67
8559-1	SnowBroom	Oshkosh Snow Broom	Blower Airport Equipment Model 2718	450-500		hour	$184.00
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	$232.52
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	$251.98
8561-1	Snow Blower	MTE Snow Mauler		428		hour	$260.00
8561-2	Snow Blower	Vammas PSB 4500MTE	Uses high quality Bristles	420		hour	$266.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	$278.68
8563	The Vammas 4500	Snow Remover	26ft Plow, 20ft Broom + Airblast	428	Equip with Plow & Broom	hour	$263.64
8564	The Vammas 5500	RM300	96"W x 20"D	350	Soil Stabilization, Reclaimer	hour	$214.97
8565	Pavement Sweeper	H-Series		420	Equip with Broom	hour	$232.21
8569	Dust Control De-Ice Unit	1300-2000 gal	173"Lx98"Wx51"H	5.5	Hydro Pump w/100' 1/2" hose	hour	$3.59
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$22.97
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$30.36
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$43.91
8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$52.69
8580	Distributor, Asphalt	Tank Capacity Mounted on Trailer	550 Gal	16	burners, insulated tank, and circulating spray bar.	hour	$18.40
8581	Distributor, Asphalt	Tank Capacity Mounted on Trailer	1000 Gal	38	Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$27.35
8582	Distributor, Asphalt	Tank Capacity Mounted on Truck	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate.	hour	$39.34
8583	Distributor	ETNYRE Oil Distributor Model - PB348		300		hour	$44.18
8584	Distributor	ETNYRE Quad Chip Spreader		280		hour	$88.36
8590	Trailer, Dump	Capacity	20 CY	0	Does not include Prime Mover.	hour	$12.81
8591	Trailer, Dump	Capacity	30 CY	0	Does not include Prime Mover.	hour	$13.56
8600	Trailer, Equipment	Capacity	30 Tons	0		hour	$16.99
8601	Trailer, Equipment	Capacity	40 Tons	0		hour	$18.74
8602	Trailer, Equipment	Capacity	60 Tons	0		hour	$23.01
8603	Trailer, Equipment	Capacity	120 Tons	0		hour	$34.36

8610	Trailer, Water	Tank Capacity	4000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$15.84
8611	Trailer, Water	Tank Capacity	6000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$19.44
8612	Trailer, Water	Tank Capacity	10000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$22.61
8613	Trailer, Water	Tank Capacity	14000 Gal	0	Includes a centrifugal pump with sump and a rear spraybar.	hour	$28.09
8614	Truck- Water Tanker	1000 gal. tank		175		hour	$32.44
8620	Tub Grinder			to 440		hour	$99.68
8621	Tub Grinder			to 630		hour	$150.70
8622	Tub Grinder			to 760		hour	$192.21
8623	Tub Grinder			to 1000		hour	$337.45
8627	Horizontal Grinder	Model HG6000		630		hour	$59.95
8628	Stump Grinder	1988 Vermeer SC-112		102		hour	$49.27
8629	Stump Grinder	24" grinding wheel		110		hour	$46.96
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted. Does not include Prime Mover.	hour	$14.61
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted. Does not include Prime Mover.	hour	$20.21
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted. Does not include Prime Mover.	hour	$30.20
8633	Mulcher, Trailer Mounted	Working Capacity	7 TPH	to 35		hour	$15.17
8634	Mulcher, Trailer Mounted	Working Capacity	10 TPH	to 55		hour	$22.34
8635	Mulcher, Trailer Mounted	Working Capacity	20 TPH	to 120		hour	$31.50
8636	Scraper	Soil Recycler WR 2400	w 317 gal fuel tank	563		hour	$320.08
8637	Trailer	Double Belly Bottom-dump Trailer	26 CY of soil in one dump	330	13 CY of soil each berry	hour	$40.53
8638	Rake	Barber Beach Sand Rake 600HDr, towed		0	Towed by Beach vehicle	hour	$16.00
8639	Chipper	Wildcat 626 Cougar Trommel Screen chipper w belt		125		hour	$35.88
8640	Trailer, Office	Trailer Size	8' x 24'	0	Cargo Size 16ft	hour	$2.31
8641	Trailer, Office	Trailer Size	8' x 32'	0	Cargo Size 24ft	hour	$2.74
8642	Trailer, Office	Trailer Size	10' x 32'	0	Cargo Size 20ft	hour	$3.62
8643	Trailer	Haz-Mat Equipment trailer	8'x18'	0	Move by Tractor to Location	hour	$39.42
8644	Trailer, Covered Utility Trailer	(7’ X 16’)		0	Move by Tractor to Location	hour	$5.96
8645	Trailer, Dodge Ram	8' x 24' shower trailer- 12 showers		101		hour	$30.75
8646	Trailer, Dodge	8' x 32’ flatbed water	25,000 MGVW	200	4x2-Axle	hour	$29.00
8650	Trencher			to 40	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$17.24
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$29.85

8652	Trencher/Ditcher	New Holland B115B (disc. 2012)	EROPS 4WD	108		hour	$36.56
8653	Trencher/Ditcher	New Holland T8.330	EROPS 4WD	284		hour	$86.94
8654	Trencher Accessories	2008 Griswold Trenchbox		0		hour	$1.99
8660	Plow, Cable	Plow Depth	24 in	to 30		hour	$13.93
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	$40.95
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	$43.15
8670	Derrick, Hydraulic Digger	Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic	Lift Capacity 15,500 Lbs	275	Includes hydraulic pole alignment attachment. Include truck rate	hour	$36.15
8671	Derrick, Hydraulic Digger	Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic	Lift Capacity 26,700 Lbs	310	Includes hydraulic pole alignment attachment. Include truck rate	hour	$56.38
8672	Movax SP-60	28-32 ton Head	134KW	178	Sonic Sidegrip Vibratory Pile Driver	Hour	$110.73
8680	Truck, Fire Aerial Platform	112Ft Ladder	3000gpm/1000 gal Water or Foam	600	2-1000gpm Nozzles 1-Each side of Platform	Hour	$85.90
8681	Truck, Fire, Engine Type-1		1000GPM/300gal		Engine, with Pump & Roll	hour	$141.96
8682	Truck, Fire, Engine Type-2		500GPM/300gal		Engine, with Pump & Roll	hour	$133.85
8683	Truck, Fire, Engine Type-3	48 ft Ladder	150gpm/500gal,	115-149	Hose 1-1/2"D 500' Long	hour	$120.97
8684	Truck, Fire	Aerial 100Ft Ladder	2000gpm/500gal	450	1500gpm Monitor/nozzle	hour	$180.49
8685	Truck, Fire (Type-I)	48 ft Ladder	1000gpm/400gal, 500gpm Master Stream	200-250	Hose 2-1/2"D 1200' Long	hour	$156.16
8686	Truck, Fire (Type-II)	48 ft Ladder	500gpm/300gal	100-199	Hose 2-1/2"D 1000' Long	hour	$133.34
8687	Truck, Fire, Support Water Tender S1		300GPM/4000gal	115-149	S1 Water Tender	hour	$116.10
8688	Truck, Fire, Support Water Tender S2		200GPM/2500gal		S2 Water Tender	hour	$104.95
8689	Truck, Fire, Support Water Tender S3		200GPM/1000gal		S3 Water Tender	hour	$80.11
8690	Truck, Fire		1000 GPM @150 psi			hour	$71.31
8691	Truck, Fire		1250 GPM/2500 gal	500		hour	$75.61
8692	Truck, Fire		1500 GPM/1000 gal	500		hour	$82.24
8693	Truck, Fire		2000 GPM			hour	$85.22
8694	Truck, Fire Ladder	Aerial 75 ft Ladder	1500GPM/600 gal	475		hour	$122.69
8695	Truck, Fire Ladder	Aerial 150 ft Ladder	150 FT		No Platform,	hour	$148.48
8696	Truck, Fire	No Ladder		330	Rescue Equipment	hour	$97.71
8697	Truck, Fire, Tactical Water Tender T1		250GPM/2000gal	175		hour	$121.17
8698	Truck, Fire, Tactical Water Tender T2		250GPM/1000gal			hour	$104.11
8699	Truck, Fire, Engine Type-3		150GPM/500gal		Engine, with Pump & Roll	hour	$128.27
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 200	Diesel Engine	hour	$22.24
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 275	Gasoline Engine	hour	$33.72
8701-1	Truck, Flatbed	Maximum Gvw	25000 Lbs	200	Diesel Engine	hour	$28.95
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	217	Diesel Engine	hour	$29.31
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 380	Diesel Engine	hour	$48.23
8708	Trailer, Semi	48ft to 53ft, flat- bed, freight, two axle	50,000 gvwr	0		hour	$8.79
8709	Trailer, Semi	enclosed 48 ft to 53 ft, two axles	50,000 gvwr	0	Enclosed	hour	$9.96
8710	Trailer, Semi	28ft, single axle, freight	25,000 gvwr	0		hour	$10.15
8711	Flat Bed Utility Trailer	6 ton		0		hour	$3.62
8711-1	Sewer Camera Inspection Truck		Aries Pathfinder System Control Center, Work Station			hour	$14.00

8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY	50	Truck Mounted. (350 gal)	hour	$25.81
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY	60	Truck Mounted. (1500 Gal)	hour	$31.96
8714	Combined Sewer Cleaning	800 Gal Spoils/400 Gal Water	500/800 gal	190	with water & waste Tanks	hour	$86.29
8714-1	Vector Combine Vacuum Truck	1500 gal Water	15 Cu Yd	330	with water & waste Tanks	hour	$88.16
8714-2	Combined Sewer Cleaning	Peterbilt	1500 gal Water	345		hour	$90.00
8714-3	Combined Sewer Cleaning	VACCON Combined Sewer Vacuum	500-1500 gals	370		hour	$80.00
8715	Truck, Hydro Vac	model LP555DT	pump	36	Towed by tractor	hour	$18.76
8716	Leaf Vac	Tow by Truck 22,000 cfm capacity		85	Leaf Vac + Truck Code 8811	hour	$53.67
8717	Truck, Vacuum	60,000 GVW		400		hour	$77.79
8718	Trash Pump	CPB Rating - 10MTC	10000 gal/Hr	7	Self- Priming Trash Pump	hour	$7.87
8719	Litter Picker	model 2007 Barber		0	Towed by tractor	hour	$9.59
8720	Truck, Dump	Struck Capacity	8 CY	to 220		hour	$52.96
8721	Truck, Dump	Struck Capacity	10 CY	to 320		hour	$65.75
8722	Truck, Dump	Struck Capacity	12 CY	to 400		hour	$73.31
8723	Truck, Dump	Struck Capacity	14 CY	to 400		hour	$78.59
8724	Truck, Dump, Off Highway	Struck Capacity	28 CY	to 450		hour	$139.82
8725	Truck, Dump	Struck Capacity	18 CY	to 400		hour	$84.27
8726	Truck, Dump	Caterpillar Sand hauling truck		489		hour	$132.00
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	$50.49
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	$57.86
8733	E-BAM Services	Environmental Beta Attenuation Air Monitor		0	Powered by Solar System	hour	$3.11
8734	Attenuator, Safety	that can stop a vehicle at 60 mph		0		hour	$5.44
8735	Truck, Attenuator	2004 Truck Mounted for 60 mph		0		hour	$3.94
8736	Truck, Tow	1987 Chevy Kodiak 70		175		hour	$29.13
8744	Van, Custom	Special Service Canteen Truck		350		hour	$18.61
8745	Van, Sstep	model MT10FD		300		hour	$22.36
8746	Van-up to 15 Passenger	light duty, class 1		225-300		hour	$20.77
8747	Van-up to 15 Passenger	light duty, class 2		225-300		hour	$21.06
8748	Van-Cargo	light duty, class 1		225 - 300		hour	$22.75
8749	Van-Cargo	light duty, class 2		225-300		hour	$23.00
8750	Vehicle, Small			to 30		hour	$6.50
8753	Vehicle, Recreational			to 10		hour	$2.91
8754	Motor Coach	GVW 50534	56 Passenger + 1-Driver	430	Passenger Transportation	Hour	$64.84
8755	Golf Cart	Battery operated	2 person	0		hour	$3.85
8761	Vibrator, Concrete	Shaft Length 16- ft, Head Diameter 2.5-in		2		hour	$1.51
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	$3.89
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	$7.09
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	$11.95
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	$12.22
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	$28.95

8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	$52.59
8788	Container & Roll Off Truck	Roll off Truck	30 yds,	200	Roll-off-Truck only	hour	$24.06
8789	Truck, Tractor	1997 Freightliner F120		430		hour	$57.61
8790	Truck, Tractor	4 x 2	25000 lbs	to 210		hour	$40.49
8791	Truck, Tractor	4 x 2	35000 lbs	to 330		hour	$49.93
8792	Truck, Tractor	6 x 2	45000 lbs	to 360		hour	$57.25
8793	Truck	Ford F-450 Cutaway Truck		225		hour	$85.78
8794	Truck, Freight	Enclosed w/lift gate. Medium duty class 5	gvwr 16000-19500 Lbs	200	4 X 2 Axle (D)	hour	$27.63
8795	Truck, Backhoe Carrier	Three axle, class 8, heavy duty	over 33000Lbs	280		hour	$35.04
8796	Truck, Freight	Eenclosed w/lift gate. Heavy duty, class 7	26,001 to 33,000 lbs gvwr	217	4 X 2 Axle (D)	hour	$31.87
8797	Truck, Freight	M2-106	Refrigerated Box Truck	250		hour	$31.41
8798	Truck	Tilt and roll-back, two axle, class 7 heavy duty,	to 33,000 gvwr	217	4 X 2 Axle (D)	hour	$32.58
8799	Truck,	Tilt and roll back, three axle. class 8 heavy duty	over 33,001 gvwr	280	6 X 4 Axle (D)	hour	$42.92
8800	Truck, Pickup				When transporting people.	mile	$0.56
8801	Truck, Pickup	1/2-ton Pickup Truck	4x2-Axle	160		hour	$11.75
8802	Truck, Pickup	1-ton Pickup Truck	4x2-Axle	234		hour	$16.81
8803	Truck, Pickup	1 1/4-ton Pickup Truck	4x2-Axle	260		hour	$21.10
8804	Truck, Pickup	1 1/2-ton Pickup Truck	4x2-Axle	300		hour	$21.13
8805	Truck, Pickup	1 3/4-ton Pickup Truck	4x2-Axle	300		hour	$21.94
8806	Truck, Pickup	3/4-ton Pickup Truck	4x2-Axle	165		hour	$12.77
8807	Truck, Pickup	3/4-ton Pickup Truck	4x4-Axle	285	Crew	hour	$19.87
8808	Truck, Pickup	1-ton Pickup Truck	4x4-Axle	340	Crew	hour	$20.57
8809	Truck, Pickup	1 1/4-ton Pickup Truck	4x4-Axle	360	Crew	hour	$25.19
8810	Truck, Pickup	1 1/2-ton Pickup Truck	4x4-Axle	362	Crew	hour	$25.53
8811	Truck, Pickup	1 3/4-ton Pickup Truck	4x4-Axle	362	Crew	hour	$26.24
8820	Skidder Accessory	2005 JCB Grapple Claw		0		hour	$1.77
8821	Forklift, Accessory	2005 ACS Grapple Bucket		0		hour	$1.58
8822	Truck, Loader	Debris/Log (Knuckleboom Loader/Truck)		230		hour	$53.97
8823	Chipper- Wood Recycler	Cat 16 engine		700		hour	$120.16
8824	Skidder	model Cat 525B		up to 160		hour	$110.67
8825	Skidder	40K lbs- model Cat 525C		161 and up		hour	$132.45
8840	Truck, Service	fuel and lube	up to 26,000 gvwr	215-225		hour	$40.75
8841	Truck, Fuel	2009 International 1,800 gal. storage tank		200		hour	$32.46
8842	Mobile Command Trailer	(8’ X 28’) with 7.5 KW Generator		0	Move to Location by Tractor	hour	$14.94
8843	Mobile Response Trailer	(8’ X 31’) with 4.5 KW Generator?		0	Move to Location by Tractor	hour	$14.06
8844	Mobile Command Center	(unified) (RV) Ulitimaster MP- 35	43 FT Long with Generator	400		hour	$87.31
8845	Mobile Command Post Vehicle	(RV) (In- Motion)	22-Ft Long	340		hour	$31.99

8846	Mobile Command Post Vehicle	(RV) (Stationary) w/9.6 KW Generator	22-Ft Long	340		hour	$20.61
8847	Mobile Command Center (Trailer)	48'x8' Trailer, Fully Equiped Mobile Command Center	48-Ft Long	0	Move to Location by Tractor	hour	$32.13
8848	Mobile Command Center (Trailer)	48'x8' When being Moved w/Truck Tractor		310		hour	$51.40
8849	Mobile Command Center	43'x8.5' x 13.5'H with self 30kw Generator		280	Generator Rate not included	hour	$56.15
8850	Mobile Command Center	2007-Freightliner MT-55, (RV)		260		hour	$47.78
8851	Mobile Command Van	1990- Ford Econoline-Communication Van		230	Communication Equipment	hour	$43.38
8852	Mobile Command Center	47.5' X 8.75 Fully Equip' (In motion) (RV)		410		hour	$68.99
8853	Mobile Command Center	47.5' X 8.75 Fully Equip' (Stationary)		410		hour	$46.53
8854	Mobile Command Vehicle	53' X 8.75 Fully Equip		480-550		hour	$100.22
8870	Light Tower	Terex/Amida AL 4000. with (4) 500 watt lights	10kw power unit	13.5		hour	$10.56
8871	Light Tower	2004 Allmand		7.5		hour	$6.67
8872	SandBagger Machine	(Spider) automatic	Vibration & Conveyor Motors	2-4.5		hour	$50.11
8900	Helicopter	OH-58 KIOWA (Military) is the same as “Bell-206B3		420		hour	$538.00
8901	Helicopter	OH-58 KIOWA (Military) is the same as “Bell-206BR		420		hour	$495.85
8902	Helicopter	Model Bell 206-L3 Jet Range Helicopter		650	Jet Range III-Helicopter	hour	$583.05
8903	Helicopter	Model Bell 206L1 Long Ranger		650	Long Ranger	hour	$593.67
8904	Helicopter	Model Bell 206LT Long Range Twinranger		450	Twinranger	hour	$773.99
8905	Helicopter	Model Bell 407 EMS- Ambulance		630		hour	$666.00
8906	Fixed wing	Model Navajo PA-31		310		hour	$450.00
8907	Fixed wing	PA-31-350, Navajo Chieftn twin engine		350		hour	$490.00
8908	Helicopter	Model UH-60 (Blackhawk) medium lift	Medium Lift	1890	Fire Fighter Same as S70C	hour	$3,016.09
8909	Helicopter	Model UH-A (Blackhawk) Medium lift	Medium Lift	1890	Fire Fighter	hour	$5,636.87
8910	Helicopter	Model CH-47 (Chinook) heavy lift	Heavy Lift	2850	Fire Fighter	hour	$11,009.51
8911	Helicopter- light utility	Model Bell 407GX - 7 seater	7-Seaters	675	Passenger Aircraft	hour	$657.00
8912	Helicopter- light utility	Modle Bell 206L-7 seater	7-Seaters	420	Passenger Aircraft	hour	$616.43
8913	Helicopter	Model Bell-206L4		726		hour	$570.00
8914	Fixed wing	Blackhawk King Air B200XP61		669		hour	$1,608.00
8915	Fixed wing	Blackhawk Caravan XP42 A		850		hour	$864.00
8916	Fixed wing	King Air C90 XP135 A		550		hour	$1,416.00
8917	Aerostar Helicopter	Aerostar 601P		290		hour	$463.00

8918	Huey Helicopter	Engine:1 × Lycoming T53-L- 11 turboshaft		1100	Travel Range 253 Nautical Miles	hour	$1,396.01
8919	Helicopter	Utility Bell 429		710		hour	$920.00
8920	Helicopter	Commercial Bell Huey II				hour	$1,107.00
8943	Wire Puller Machine	Overhead Wire Pulling Machine		30	Overhead/Underground Wire Pulling Machine	hour	$20.44
8944	Wire Tensioning Machine	3000 Lbs			Overhead Wire Tensioning Machine	hour	$15.05
8945	Aerial Lift	model 2008 Genie Scissor Lift	1000 Lbs		24 Volt	hour	$6.53

Budget Amendment Form

Department	Police Department	Date	4/11/2023
Fund(s) to be changed: General Fund			

GL Account	GL Line Item	Transfer to:	Transfer from:
001.00.369.3700	Hurricane/Emergency Relief	$ -	$ 79,591.32
001.21.521.1200	Regular Salaries	$ 7,879.36	$ -
001.21.521.1400	Overtime	$ 40,135.10	$ -
001.21.521.2100	FICA	$ 3,462.50	$ -
001.21.521.2200	Retirement	$ 12,596.26	$ -
001.21.521.2400	Worker's Compensation	$ 1,719.93	
001.21.521.4601	Repair & Maintenance of Vehicles	$ 12,863.21	
001.21.521.5340	Travel, Conferences & Meetings	$ 934.96	
TOTAL (Columns must be equal)		**$ 79,591.32**	**$ 79,591.32**

Description:

Pursuant to the applicable Village Code, Section §35.21, Village Staff is requesting a budget amendment to allocate funds reimbursed by FEMA for personnel and operating expenses incurred from the claim mission number of 01694 in Fort Myers, related to Hurricane Ian Relief Mission.

Click here for Pending Payments

PAGE: 1 VENDOR PAYMENT HISTORY RECORDS FOR FEID / SSN: 596000388

PAYMENT DATE	PAYMENT NUMBER	PAYEE NAME	PAYMENT TYPE	AGENCY DOC.NBR.	INVOICE NUMBER	INVOICE AMOUNT
2023/04/04	0517290	CITY OF NORTH BAY VILLAGE	REGULAR EFT	V003763	INV07560	1,250.00
FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF TRANSPORTATION AT (305) 470-5322						
2023/04/07	0524289	CITY OF NORTH BAY VILLAGE	REGULAR EFT	V003818	INV07559	709.00
FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF TRANSPORTATION AT (305) 470-5322						
2023/04/18	0544701	CITY OF NORTH BAY VILLAGE	REGULAR EFT	VD30361	RvSh04/23	25,926.37
FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF REVENUE AT (850) 617-8586						
2023/04/21	0553312	CITY OF NORTH BAY VILLAGE	REGULAR EFT	VRJ9068	CST 04/23	14,609.97
FOR ADDITIONAL INFORMATION PLEASE CONTACT: DEPARTMENT OF REVENUE AT (850) 617-8586						
2023/04/24	0555018	CITY OF NORTH BAY VILLAGE	REGULAR EFT	V003895	INA-01694	79,591.32
FOR ADDITIONAL INFORMATION PLEASE CONTACT: EXECUTIVE OFFICE OF THE GOVERNOR AT (850) 815-4624						

Transaction Details List View | All Transactions

FIRST HORIZON

North Bay Village - NORTLAGE

Account Number	[redacted]	Balances as of	04/24/2023 08:57:06
Account Name	Checking Account	Transactions As Of	04/24/2023 08:57:06
Currency	USD		

TODAY'S BALANCES

Opening Ledger	23,886.25	Opening Available	0.00	Current Ledger	113,878.89
Current Available	21,685,598.84	Total Float	0.00	Current Collected Balance	21,685,598.84

TRANSACTION SUMMARY

Transaction Type	Credits	Credit Amount	Debits	Debit Amount
ACH	0	0.00	178	4,023,250.45
CHECKS PAID	0	0.00	171	852,052.88
CONCENTRATION	309	3,355,372.97	0	0.00
DEPOSITED ITEMS RETURNED	0	0.00	2	2,396.96
MISCELLANEOUS	1	848.33	6	39,839.03
MONEY TRANSFER	2	87,477.00	0	0.00
OTHER DEPOSITS	112	1,884,730.12	0	0.00
ZBA	130	1,388,892,004.86	64	1,367,617,295.12
All Transactions	**554**	**1,394,220,433.28**	**421**	**1,372,534,834.44**

TRANSACTION DETAILS

Post Date	Transaction Description	Amount	Credit Amount	Debit Amount	Bank Reference	Customer Reference	Transaction Detail	BAI Code
04/24/2023	ACH CREDIT RECEIVED	79,591.32	79,591.32		ACH230422006546015 0056138720	1895107805	STATE OF FLORIDAPAYMENTS 230422189510780555018	142
04/24/2023	ACH CREDIT RECEIVED	222.08	222.08		ACH230424007177319 0056391834	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967068	142
04/24/2023	ACH CREDIT RECEIVED	418.07	418.07		ACH230424007177320 0056391836	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967537	142
04/24/2023	ACH CREDIT RECEIVED	131.17	131.17		ACH230424007301485 0056391832	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967068	142
04/24/2023	ACH CREDIT RECEIVED	1,051.65	1,051.65		ACH230424007301486 0056391837	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967068	142
04/24/2023	ACH CREDIT RECEIVED	1,321.69	1,321.69		ACH230424007301487 0056391838	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967537	142
04/24/2023	ACH CREDIT RECEIVED	138.67	138.67		ACH230424007409042 0056391833	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967068	142
04/24/2023	ACH CREDIT RECEIVED	6,832.62	6,832.62		ACH230424007409043 0056391839	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967068	142
04/24/2023	ACH CREDIT RECEIVED	285.37	285.37		ACH230424007409044 0056391835	8788242967	GLOBAL PAYMENTS GLOBAL DEP2304248788242967537	142
04/24/2023	ZBA CREDIT	265.94	265.94		S-GEN123042400000233		FUNDS TRANSFER FROM DDA ACCOUNT 000007050013417	275

Continued

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Indicating Intent to Issue Tax-Exempt Bonds for Stormwater Projects - *Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $60,000,000 TO FINANCE THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS TO MITIGATE THE EFFECTS OF SEA LEVEL RISE AND FLOODING, AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Approve the Resolution indicating the Village's intent to issue tax-exempt bonds.

BACKGROUND AND ANALYSIS

The Village Commission of North Bay Village, Florida (the "Village") has determined that it is ir the best interest of the Village to finance the costs of Stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Project"). The Village intends to issue tax-exempt bonds (the "Bonds") for the purpose of financing the costs of the Project. A portion of the costs of the Project may be paid before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds. Section 1.150-2 of the Federal income tax regulations requires the Village to officially declare its intent

to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes.

The Village Commission intends to issue tax-exempt Bonds in the amount necessary to finance the costs of the Project. The maximum principal amount of the Bonds expected to be issued for the Project is $60,000,000. This Resolution does not commit the Village to issue the Bonds, but is adopted solely for the purposes of complying with the requirements of the Code of Federal Regulations, Title 26, Section 1.150-2. No Bonds are being issued hereby. The issuance of the Bonds shall be subject to subsequent order of the Village Commission.

Approval of this item promotes the Efficiency Pillar of the NBV100 Plan.

Efficiency

North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Expenditures will be reimbursed from the proceeds of the Bond issuance.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Reimbursement Resolution.DOC
Draft -North Bay Village Financing Timetable - Series 2023 Stormwater GO Note.pdf

RESOLUTION NO. 2023-___

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, INDICATING THE VILLAGE'S OFFICIAL INTENT TO ISSUE TAX-EXEMPT BONDS IN AN AMOUNT NOT TO EXCEED $60,000,000 TO FINANCE THE COSTS OF STORMWATER AND RELATED ROADWAY IMPROVEMENTS TO MITIGATE THE EFFECTS OF SEA LEVEL RISE AND FLOODING, AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Commission of North Bay Village, Florida (the "Village") has determined that it is in the best interest of the Village to finance the costs of stormwater and related roadway improvements to mitigate the effects of sea level rise and flooding (the "Project"); and

WHEREAS, the Village intends to issue tax-exempt bonds (the "Bonds") for the purpose of financing the costs of the Project; and

WHEREAS, a portion of the costs of the Project may be paid before the Bonds are issued in anticipation of the reimbursement of such expenditures from proceeds of the Bonds; and

WHEREAS, Section 1.150-2 of the Federal income tax regulations requires the Village to officially declare its intent to use proceeds of the Bonds to reimburse expenditures paid prior to issuance thereof as a prerequisite to the proceeds being treated as used for reimbursement purposes; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF THE NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Expression of Intent. The Village Commission intends to issue tax-exempt Bonds in the amount necessary to finance the costs of the Project. The maximum principal amount of the Bonds expected to be issued for this Project is $60,000,000. This

Resolution does not commit the Village to issue the Bonds, but is adopted solely for the purposes of complying with the requirements of the Code of Federal Regulations, Title 26, §1.150-2. No bonds are being issued hereby. The issuance of the Bonds shall be subject to subsequent ordinance of the Village Commission.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this 9th day of May, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

NORTH BAY VILLAGE, FLORIDA
SERIES 2023 STORMWATER GO NOTE

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Draft Financing Schedule

Date*	Event	Responsibility
August 7	Distribute Timeline / Distribution List	FA
August 14	Estimate from Stormwater Program Management Team	NBV
August 21	**Release Bank Loan RFP**	**FA**
September 11	**Bank Loan RFP Responses Due**	**FA**
September 13	Distribute 1st Draft of Ordinance	BC
September 18	Distribute 2nd Draft of Ordinance (as needed)	BC
September 25	Distribute Draft Loan Agreement	BC
September 29	Distribute Final Version of Ordinance	BC
October 3	Submit Ordinance to Commission Agenda	NBV
October 10	**Commission Meeting – First Financing Approval**	**NBV**
October 23	Distribute Draft Closing Documents	BC
October 30	Distribute Closing Memo	FA
November 14	**Commission Meeting – Final Financing Approval**	**NBV**
November 21	Pre-Closing	All
November 22	Closing	All

* Preliminary, subject to change

Legend

NBV	Issuer – *North Bay Village, Florida*
BC	Bond Counsel – *Weiss Serota Helfman Cole & Bierman*
FA	Financial Advisor – *PFM Financial Advisors LLC*
Bank	Bank– *TBA*
BaC	Bank Counsel– *TBA*

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Approving a Restrictive Covenant in favor of Miami-Dade County for the Vogel Park Marine Facility Project - *Village Manager, Ralph Rosado, Ph.D., AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RESTRICTIVE COVENANT IN FAVOR OF MIAMI-DADE COUNTY FOR THE VOGEL PARK MARINE FACILITY PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt the Resolution approving a Restrictive Covenant in favor of Miami-Dade County.

BACKGROUND AND ANALYSIS

Under its Continuing Services Contract (RFQ 2019-005) with the Village, North Bay Village contracted EAC Engineering to assess the feasibility of constructing a marine facility at Vogel Park, including a police boat dock and a kayak launch site for residential use. EAC was also tasked with producing a design for the facility, seeking the required permits, and preparing documents for an Invitation to Bid for the construction phase. The designers completed the initial planning phase in September 2021, and the design is 100% complete. Permits have been approved by the Florida Department of Environmental Protection (FDEP) and US Army Corp of Engineers (USACE); a final Class I permit is required from the Miami-Dade Department of Economic Resource Management (DERM) to complete all the permit requirements for the project.

As a requirement for the Class I permit, DERM requires the Village to sign a “Restrictive covenant running with the land in favor of Miami-Dade County.” The covenant relates to using

the proposed docking facility by a powered boat.

Staff requests the Village Commission approve a resolution approving the covenant. The covenant and the resolution will then be sent to the County for full execution.

Approval of this item promotes the Pillar of Liability of the NBV 100 Plan.

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on place making in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Approving Restrictive Covenant For Vogel Park Marine Facility.DOCX
Resolution Exhibit A - CLI-2022-0183 Covenant DRAFT.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RESTRICTIVE COVENANT IN FAVOR OF MIAMI-DADE COUNTY FOR THE VOGEL PARK MARINE FACILITY PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected EAC Consulting, Inc. (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, on March 23, 2021, the Village was awarded a $100,000 matching grant from the Florida Inland Navigation District (the "FIND Matching Grant") to design the Vogel Park Marine Facility Design Project (the "Project"); and

WHEREAS, on November 2, 2021, the Village Commission adopted Resolution No. 2021-65 approving the issuance of a work order to Consultant for professional engineering services for the Project, which included assessing the feasibility of constructing a marine facility at Vogel Park, inclusive of a police boat dock and a kayak launch site for residential use, designing the facility, and providing permitting and bid assistance; and

WHEREAS, the design is 100% complete and permits have been approved by the Florida Department of Environmental Protection (FDEP) and US Army Corp of Engineers (USACE); and

WHEREAS, as part of the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) Class I Permit Application Number CLI-2022-0183 for the Project, the Village is required to grant and execute a Restrictive Covenant Running with the Land in favor of Miami-Dade County in substantially the form attached hereto as Exhibit "A" (the "Covenant"), which restricts the use of the proposed docking facility; and

WHEREAS, the Covenant shall be binding on all parties and all persons claiming under it for a period of thirty (30) years after the date of recording, after which time it shall be extended automatically for successive periods of ten (10) years each, unless the Covenant is modified or released by the County; and

WHEREAS, the Village Commission approves the Covenant and authorizes the Village Manager to execute the Covenant; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission hereby approves the Covenant in favor of the County for the Project.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Covenant, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

This instrument was prepared by:
Name:
Address:

(Space reserved for Clerk)

RESTRICTIVE COVENANT RUNNING WITH THE LAND IN FAVOR OF MIAMI-DADE COUNTY

The undersigned, the City of North Bay Village, being the present owners of the following real property (hereinafter called "the Property"), lying, being and situated in Miami-Dade County, Florida, to wit:

> Lots 20 and 22, HARBOR ISLAND SUBDIVISION, according to the plat thereof as recorded at Plat Book 44, Page 72, in the Public Records of Miami-Dade County, Florida.

pursuant to Section 24-48.2(I)(B)(2)(b) of the Code of Miami-Dade County, Florida, hereby proffer this executed Restrictive Covenant Running with the Land in Favor of Miami-Dade County, Florida as part of the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) Class I Permit Application Number CLI-2022-0183:

1. For the purposes of this Restrictive Covenant, "vessel" is herein defined as any water craft designed to float or navigate on water, including, but not limited to: sailboats, powerboats, rowboats, ships, boats, skiffs, houseboats, and inflatable boats.

2. For the purposes of this Restrictive Covenant, a "sailboat" is herein defined as any vessel with a displacement type hull designed to be propelled primarily by wind and if equipped with an auxiliary motor the vessel shall have only a single propeller. For the purposes of this Restrictive Covenant, a "powerboat" is herein defined as any vessel that is not a sailboat, provided it is equipped to be propelled with an engine.

3. For the purposes of this Restrictive Covenant, "docking facility" is herein defined as a place where vessels may be moored or secured to a fixed or floating structure or to the shoreline and includes a place where vessels may be stored on the uplands at the Property if a means of placing or launching vessels into the water exists at the Property.

4. For the purposes of this Restrictive Covenant, "auxiliary vessel" is herein defined as any watercraft which is associated, by ownership, design and common usage, with a primary vessel at all times and which is affixed to, carried by, and stored on the primary vessel including, but not limited to, runabouts, tenders, and personal watercraft. Auxiliary vessel may not be launched to, retrieved from, stored in, or utilized within tidal waters at the Property, even on a temporary basis.

Section-Township-Range: 09-53-42
Folio Number: 23-3209-001-0220

5. For the purposes of this Restrictive Covenant, "commercial vessel" is herein defined as any vessel engaged in any activity wherein a consideration is paid by the user either directly or indirectly to the owner, operator, or custodian of the vessel; or any vessel engaged in the taking of saltwater fish or saltwater products for sale either to the consumer, retail dealer or wholesale dealer, pursuant to Section 24-5 of the Code of Miami-Dade County.

6. The Owner agrees and covenants that the maximum number of powerboats which shall be moored, secured, or stored at the docking facility, expanded docking facility or future docking facility located at or adjacent to the Property at any one time is one (1) powerboat. This provision shall not apply to any rowboat, skiff or inflatable boat with an engine having a capacity of five (5) horsepower or less. This provision also shall not apply to any auxiliary vessel.

7. The Owner agrees and covenants that commercial powerboats are prohibited at the Property and that one (1) powerboat allowed at the property must be utilized solely for the use of law enforcement. Any powerboat which does not comply with the above shall not be allowed at the property.

8. The Owner agrees and covenants that transitory mooring (a brief period of time, generally less than one day, by various vessels) is not authorized at the docking facility, expanded docking facility or future docking facility located at or adjacent to the Property.

9. The Owner acknowledges and agrees that approval of this Restrictive Covenant neither authorizes nor constitutes a permit of any kind for the construction of a seawall or any docking facilities at the Property or adjacent to the Property.

10. The Owner covenants and represents that any and all persons holding a security interest of any kind whatsoever in the Property has been advised of, and has agreed to, the execution of this Restrictive Covenant.

11. The Owner shall notify Miami-Dade County in writing not later than thirty (30) days after any conveyance, sale, grant or transfer of the Property or any portion thereof, to any heirs, successors, assigns or grantees.

12. The term Owner shall include the owners, and their heirs, successors and assigns.

13. This Restrictive Covenant shall run with the land and shall be recorded in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned, and their heirs, successors, grantees and assigns, until such time as same is modified or released in writing by Miami-Dade County, pursuant to the provisions of Section 24-48.2 of the Code of Miami-Dade County.

14. The Restrictive Covenant and the provisions contained herein may be enforced against any person permitting, allowing, letting, causing or suffering any violation of the terms of this Restrictive Covenant by DERM, or its successor, by temporary, permanent, prohibitory, and mandatory injunctive relief as well as otherwise provided by law or ordinance and also may include an action for and to recover civil penalties, damages, costs and expenses, and attorney's fees in favor of Miami-Dade County against said person(s) as authorized by law or ordinance. All of the remedies provided herein shall be deemed to be independent and

cumulative and shall be deemed to be supplemental to any remedies provided by law or ordinance.

15. No cancellation, revision, alteration or amendment of the Restrictive Covenant shall be effective without prior written approval from Miami-Dade County pursuant to the provisions of Section 24-48.2 of the Code of Miami-Dade County.

16. This Restrictive Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years after the date this Restrictive Covenant is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless the Restrictive Covenant is modified or released by Miami-Dade County.

IN WITNESS WHEREOF, the undersigned have caused this Restrictive Covenant to be executed this ____ day of _____, 2023.

WITNESSES:		**PROPERTY OWNER: City of North Bay Village**	
Sign	_____	Sign	_____
Print	_____	Print	_____
Address	_____	Address	_____
Title	_____	Title	_____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

_____ _____

(*Date*) (*Insert name*)

DRAFT

State of Florida

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one):

☐ physical presence ☐ online notarization this _____ day of _____, 20_____.

(*date*) (*month*) (*year*)

by _____

Individual identified by: ☐ personal knowledge ☐ satisfactory evidence _____.

(*type*)

_____

(Signature of Notary Public)

_____

(typed, printed, or stamped name of Notary Public)

(*Affix Florida Notary Seal above)*

DRAFT

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Approving An Agreement with Black & Veatch as Stormwater Master Plan Project Manager for the Stormwater Improvement and Roadway Reconstruction Project, in Response to RFQ 2023-001 - *Village Manager Ralph Rosado, PhD, AICP (CFO Angela Atkinson)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH BLACK & VEATCH CORPORATION FOR STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-001; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On January 30, 2023, the Stormwater Improvements & Roadway Reconstruction Program Management Services RFQ # 2023-001 was broadcast on DemandStar to 2,530 firms. Of those, 53 downloaded the RFQ, and 5 responded by submitting their qualifications before the March 10, 2023, 2 P.M. deadline.

- Black & Veatch
- CES Consultants, Inc.
- EXP US Services, Inc.
- KCI Technologies, Inc.
- WSP USA, Inc.

On March 24, 2024, a Committee of (3) three met and shortlisted the (5) five firms to (3) three. The members were:

- Neil Krasner, Village Resident and a Member of the Sustainability and Resilience Task Force.
- Marlon Lobban, NBV Public Works Director.
- Steve Williamson, Village Manager, Village of Key Biscayne.

The list of (3) three shortlisted firms selected by the Committee on March 24, 2023, according to the criteria set forth in the RFQ are:

- Black & Veatch
- EXP US Services, Inc.
- CES Consultants, Inc.

On April 18, 2023, the Commission interviewed the short-listed firms and ranked them as follows:

- Black & Veatch
- EXP US Services, Inc.
- CES Consultants, Inc.

The Commission selected the top ranked firm, Black & Veatch, and authorized the Village Manager to negotiate a contract with them.

It is recommended that the Village Commission approve the resolution and agreement with Black & Veatch for stormwater improvements and roadway reconstruction management services, for an initial three-year term with the option to renew for additional one-year terms thereafter. The rate schedule for the contract (Exhibit C to contract) will be provided via an addendum.

Approval of this item will promote the Pillar of Efficiency of the NBV100 Plan.

Efficiency

North Bay Village seeks to minimize the wasting of materials, energy, efforts, money, and time in doing something or in producing a desired result.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be funded from the Stormwater GO bonds - In the Stormwater Fund, Stormwater

Improvements 440.36.538.6308

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Agreement with Black & Veatch for Stormwater and Roadway Project Program Management - RFQ 2023-001.DOCX
Resolution Exhibit A - Continuing PSA with Black and Veatch - Stormwater and Roadway Program Management Services v4 Agenda 050223.DOCX
RFQ#2023-001 Stormwater and Roadway Program Management Services.pdf
Black & Veatch - Required Proposal Documents.PDF

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH BLACK & VEATCH CORPORATION FOR STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 2023-001; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 30, 2023, North Bay Village (the "Village") issued Request for Qualifications No. 2023-001 (the "RFQ") to select a firm to perform professional engineering, project management, and related services for the Village's Stormwater Improvements and Roadway Reconstruction Program Management (the "Services"); and

WHEREAS, five sealed proposals were received by the RFQ deadline; and

WHEREAS, on March 24, 2023, an Evaluation Committee appointed by the Village Manager short-listed the respondents and ranked the firms in the following order: 1. Black & Veatch Corporation; 2. EXP U.S. Services, Inc.; 3. CES Consultants, Inc.; and

WHEREAS, on April 18, 2023, the Village Commission reviewed the recommendation of the Evaluation Committee and heard presentations from the short-listed firms; and

WHEREAS, after hearing presentations, the Village Commission ranked the firms in the following order: 1.Black & Veatch Corporation; 2. EXP US Services, Inc.; and 3. CES Consultants, Inc.; and

WHEREAS, on April 18, 2023, the Village Commission adopted a resolution selecting Black & Veatch Corporation (the "Consultant") to perform the Services and authorized the Village Manager to negotiate an agreement with the Consultant; and

WHEREAS, the Village Manager has negotiated the agreement (the "Agreement") attached hereto as Exhibit "A" with the Consultant; and

WHEREAS, the Village Commission desires to approve the Agreement and authorize the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed budgeted funds; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission approves the Agreement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A" in an amount not to exceed budgeted funds, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including expending budgeted funds.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
BLACK AND VEATCH CORPORATION

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **BLACK AND VEATCH CORPORATION**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the "Consultant").

WHEREAS, on January 30, 2023, the Village issued Request for Qualifications No. 2023-001 ("RFQ") to select a firm to perform professional engineering, project management, and related services (the "Services," as further defined herein) for the Village's Stormwater Improvements and Roadway Reconstruction Program Management Project (the "Project"), which RFQ is incorporated herein by this reference; and

WHEREAS, on April 18, 2023, the Village Commission adopted Resolution No. 2023-062 selecting the Consultant to perform the Services for the Project and authorizing the Village Manager to negotiate an agreement with the Consultant as the top-ranked respondent; and

WHEREAS, on [DATE], the Village Commission adopted Resolution No. 2023-XX approving an Agreement with the Consultant to perform the Services for the Project; and

WHEREAS, the Consultant will perform the Services on behalf of the Village all as set forth in the Scope of Services attached hereto as Exhibit "A" and in accordance with the Proposal submitted by the Consultant in response to the RFQ attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed to the rate schedule attached hereto as Exhibit "C" (the "Rate Schedule") 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. The Consultant shall provide the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and in accordance with the Proposal.

1.2. The Consultant shall provide the Services for specific Projects pursuant to a detailed work order (a "Statement of Work") or project specific agreement as authorized by the Village Manager or Village Commission, as applicable. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a proposal for the Services, as set forth in the Statement of Work or project specific agreement, calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C."

1.2.1. As part of the provision of the Services, the Consultant shall create an online, easily accessible, project dashboard featured on the Village's website detailing the various Projects occurring within the Village. The Consultant shall ensure that the project dashboard is updated at least twice per month.

1.2.2. Consultant shall ensure that the lead program manager is physically present and available to communicate and assist Village Staff at Village Hall at least two days per week.

1.2.3. Consultant shall ensure that the key employees identified in the Consultant's Proposal are assigned to provide the Services under any Statement of Work or project specific agreement. Unauthorized replacement of key employee(s) by the Contractor may be deemed to be a material breach of this Agreement. If it is necessary to replace any key employee, the Contractor shall so advise the Village in writing and the replacement individual shall likewise be subject to the Village's approval. The Village may reply within fourteen (14) calendar days of receipt of the information stating whether the Village (1) has reasonable objection to the proposed employee or (2) requires additional time for review. Failure of the Village to provide notice within the 14-day period shall constitute notice of no reasonable objection.

1.3. If the Village approves a proposal for a Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work or a project specific agreement. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. The 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.

1.5. The Consultant shall abide by the terms and requirements of the RFQ, which is incorporated by reference and made a part hereof.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through three (3) years ("Initial Term"), unless earlier terminated in accordance with Paragraph 8. After the Initial Term, the Village Manager may renew the term of this Agreement for additional one-year periods (each a "Renewal Term").

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 approved proposal accompanying the Statement of Work, project specific agreement, or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."

3.1.1. Compensation Adjustment. Subject to the approval of the Village Manager, the rates included in the Rate Schedule attached hereto as Exhibit "C" may be adjusted by up to 3% based on CPI-U for the Miami-Fort Lauderdale-West Palm Beach area upon notice by the Consultant prior to June 1 of each Renewal Term.

3.1.2. Travel and Reimbursable Expenses. Subject to the prior written approval of the Village Manager, travel and reimbursable expenses, including airfare, personal mileage, lodging, meals, motor vehicle rentals, phone charges, special rental equipment, and similar expenses, shall be reimbursable by the Village if anticipated expenses are provided together with the scope of work of the Statement of Work, project specific agreement, or Notice to Proceed. Consultant shall provide receipts for all requested reimbursements and there shall be no mark up for reimbursements. Notwithstanding the foregoing, the Consultant shall not be entitled to reimbursement for travel expenses incurred when traveling to and from Village Hall.

3.2. During each Project, Consultant shall deliver an invoice to the Village no more often than once per month detailing actual hours of Services completed and the amount due to Consultant under the Statement of Work for such Project. 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 Project. 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.

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 for the Project.

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. Subconsultants specifically listed in the Consultant's Proposal, attached hereto as Exhibit "B," are pre-authorized for utilization under this Agreement.

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 for each Project 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, the 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 in connection with the performance of the Services or the Agreement, including any Statement of Work or project specific agreement issued in connection with this Agreement, without the Village's written consent.

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 if Consultant fails to cure a breach following ten (10) calendar days written notice.

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 **North Bay Village, Florida,** 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 Contractor. The annual General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $5,000,000 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 Contractor 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 $1,000,000.00 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.

9.1.4. Professional Liability Insurance in an amount of not less than $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, each 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 both reserve 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. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention for this Project.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1. 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.

10.2. Pursuant to Section 36.25(Q)(3) of the Code of the Village and in accordance with Section 9.03 of the Village Charter, the Consultant shall not engage in any discrimination in his/her/its operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

10.3. In accordance with Section 36.25(V)(2) of the Code of the Village, the Consultant warrants and represents that it is not currently engaged in and will not engage in a boycott. For purposes of this Section, a boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

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 AND AGREES NOT TO REQUEST AN ADVISORY 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. Patents and Royalties. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the Village against any claim, suit or proceeding brought against the Village which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the Village in such matter.

14. 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.

15. 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.

16. Entire Agreement/Modification/Amendment.

16.1. 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.

16.2. 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.

17. Ownership and Access to Records and Audits.

17.1. 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).

17.2. 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.

17.3. 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.

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

17.5. 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.

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

17.7. 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.

17.8. **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: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

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.

28. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

29. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

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

30.1. First Priority: Base Agreement;
30.2. Second Priority: Change Orders with later date taking precedence;
30.3. Third Priority: Statement of Work, with later date taking precedence;
30.4. Fourth Priority: ARPA Addendum;
30.5. Fifth Priority: Exhibit C – Rate Schedule;
30.6. Sixth Priority: Exhibit A –Scope of Services;
30.7. Seventh Priority: the RFQ; and.
30.8. Eighth Priority: Exhibit B – Consultant's Proposal.

[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.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

BLACK AND VEATCH CORPORATION

By: _____

Name: _____

Title: _____

Addresses for Notice:

_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:

_____
_____
_____
_____
_____(telephone)
_____(email)

AMERICAN RESCUE PLAN ACT ADDENDUM TO
CONTINUING PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
BLACK AND VEATCH CORPORATION

THIS ARPA ADDENDUM to the **CONTINUING PROFESSIONAL SERVICES AGREEMENT FOR THE STORMWATER IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES PROJECT** (the "ARPA Addendum") is entered into as of the _____ day of _____, 2023 (the "Effective Date of this Addendum"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **BLACK AND VEATCH CORPORATION**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, on [DATE], the Village entered into a [type of agreement] with the Contractor for the [type of services] related to the [type of project(s) for contractor to implement] (the "Project"), as further defined in the Agreement (the "Agreement"); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, the Village desires to utilize ARPA funding to implement the Project (the "Project"); and

WHEREAS, in order to utilize ARPA funding for the Project, the Village desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows:[1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or 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,

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0.

1.1.2. *Title VI Requirements*. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(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 Agreement. 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 Agreement.

(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 Agreement.

1.1.3. *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 Agreement.

1.1.4. *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 Agreement.

1.1.5. *Protections for Whistleblowers*.

(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.

(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.

(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.

1.1.6. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

1.1.7. *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.

1.1.8. *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.

1.1.9. *Publication*. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury."

1.1.10. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the 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:

1.2.1. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

b. layoff or termination;

c. rates of pay or other forms of compensation; and

d. 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.

(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.

(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.

(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.

(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.

(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.

(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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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.

1.2.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, 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:

(1) *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement 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.

(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.

(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.

(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.

1.2.3. *Clean Air Act Compliance*. During the performance of this Agreement, 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:

(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.

(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.

(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 Agreement.

1.2.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, 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:

(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.

(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.

(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 Agreement.

1.2.5. *Debarment and Suspension Compliance*. During the performance of this Agreement, 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:

(1) This Agreement 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).

(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.

(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.

(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 Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(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 Agreement, 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 Agreement as to why not.

1.2.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, 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:

(1) No Funds received by the Contractor under this Agreement 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.

(2) If any monies, other than Funds received by Contractor under this Agreement, 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.

(3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(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.

1.2.7. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. *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 Agreement, 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.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

1.2.9. *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."

1.2.10. *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 Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(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 Agreement 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.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement 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.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this ARPA Addendum to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

BLACK AND VEATCH CORPORATION

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2023-001

STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION
PROGRAM MANAGEMENT SERVICES

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Telephone (305) 756-7171
Email: Angela Atkinson, Chief Financial Officer at aatkinson@nbvillage.com

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting statements of proposals from interested parties and/or firms in response to this Request for Qualifications ("RFQ") for "**STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES".**

The Request for Qualifications shall be clearly titled **"RFQ#2023-001 - STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES."**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Friday, March 10, 2023 by 2:00 p.m.

Non-Mandatory Pre-Proposal Meeting via Zoom on Thursday, February 16, 2023 at 10:00 a.m.

- Meeting ID: 828 9777 8264
- Password: 658186

All bids shall open publicly via Zoom on Friday, March 10, 2023 at 2:00 p.m.

- Meeting ID: 818 3399 3417
- Password: 798559

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, RFQ Number, and time and date of the RFQ opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, https://northbayvillage-fl.gov/bids-rfps/, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"RFQ#2023-001 - STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES"** in the subject line. Deadline to submit written questions is Tuesday, February 28, 2023 at 4:00 p.m.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFQ are prohibited.

The Village reserves the right to delay or modify scheduled dates and will notify proposers of all changes in scheduled dates.

Dated: January 30, 2023
Published: February 3, 2023 (Daily Business Review)

SCHEDULE OF PROCUREMENT EVENTS

The following schedule of procurement events shall govern this RFQ. The Village reserves the right to change the scheduled dates and times at its sole discretion.

Event	Date	Time (EST)
RFQ Available on DemandStar (Cone of Silence Begins) www.DemandStar.com and www.northbayvillage-fl.gov	Monday, January 30, 2023	*5:00 PM
Non-Mandatory Pre-Proposal Meeting through Zoom Meeting ID: 828 9777 8264 Password: 658186	Thursday, February 16, 2023	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, February 28, 2023	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, March 3, 2023	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, March 10, 2023	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 818 3399 3417 Password: 798559	Friday, March 10, 2023	2:00 PM
Distribution of Submittals to Committee Members for Individual Review	*Monday, March 13, 2023	5:00 PM
Evaluation Committee Meeting through Zoom: Meeting ID: 875 4556 8119 Passcode: 665926	*Monday, March 20, 2023	10:00 AM
Notification of Short-List and Instructions for Presentations to Short-Listed Respondents	*Tuesday, March 21, 2023	5:00 PM
Presentations by Short-Listed Respondents to the Village Commission (if requested)	*April 11, 2023	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*April 12, 2023	6:00 PM
Agreement Negotiations	*April 13, 2023	10:00 AM
Notice to Proceed	TBD	TBD

*These dates are tentative and subject to change.

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SECTION 1
INFORMATION FOR THE RESPONDENTS

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the "Village"), a municipality located in Miami-Dade County, Florida, pursuant to Florida Statutes §287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as may be amended, which governs the acquisition of professional engineering, landscape, architectural, and surveying and mapping services, hereby requests qualifications for the selection of one firm (the "Consultant" or "Respondent") to perform professional engineering, project management, and related services (the "Services") for the Stormwater Improvements & Roadway Reconstruction Program Management Services.

Florida law requires the Village to make a determination of a respondent's qualifications to perform the Services prior to engagement. The information used in this request for qualifications ("RFQ") will be used by the Village to make its determination. The Village intends to award a contract to the selected Consultant to provide the Services contemplated in this RFQ. The contract will be negotiated pursuant to the CCNA.

1.2 CONE OF SILENCE

Notwithstanding any other provision in this RFQ, the provisions of §38.18, "Cone of Silence," of the Code of North Bay Village, Florida, are applicable to this RFQ and shall be imposed on this RFQ upon its advertisement. The Cone of Silence imposes a prohibition on:

- Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- Any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- Any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- Any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- Communications with the Village Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- Any emergency procurement of goods or services; and
- Communications regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

1.3 **ADDENDA.** If the Village finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.

1.4 **CERTIFICATION.** By submitting a Response to this RFQ, the signer of the Response declares 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. By submitting a Response, the Consultant shall certify that it has fully read and understood this RFQ and the Response requirements and has full knowledge of the scope, nature, and quality of work to be performed.

1.5 **ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFQ.

1.6 **INTERVIEWS.** The Village reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

1.7 **RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

1.8 **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.

1.9 **RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFQ will become the property of the Village and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.

1.10 **RESPONSE WITHDRAWAL.** Respondents may withdraw their Responses by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their

Responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned Responses. Responses, once opened, become the property of the Village and will not be returned to the Respondents.

1.11 **RETENTION OF RESPONSE.** The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected.

1.12 **REQUESTS FOR INFORMATION/CLARIFICATION.** The Village, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate Responses. The Village has made efforts to provide accurate and complete information in this RFQ. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their Responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing to North Bay Village, Chief Financial Officer Angela Atkinson, aatkinson@nbvillage.com on or before the question deadline. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum.

1.13 **IRREGULARITIES & RESERVATION OF RIGHTS.** Responses 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 Responses, reject a Response which is in any way incomplete or irregular, re-issue the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.

The Village reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the Village and whose is considered by the Village to be the most qualified Respondent who's Response meets the requirements and criteria set forth in this RFQ. 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. Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

1.14 **LOBBYIST REGISTRATION.** Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 756-7171 or click here for additional information.

1.15 **RESPONSE/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.16 **LATE SUBMISSIONS.** Statements of Qualifications received by the Village after the time specified for receipt will not be considered. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the Village. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The Village shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.

1.17 **COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete Response.

1.18 **PERMITS, TAXES, LICENSES.** The Consultant 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.

1.19 **LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

1.20 **TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit "A" to this RFQ (the "Contract"). The terms of the Contract may be negotiated upon selection of Consultant.

1.21 **BONDS.** The selected Consultant must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Contract, deliver to the Village the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Village, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Village will be fully and appropriately performed and completed. 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 shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Consultant'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 selected Respondent 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 the Village.

1.21.1 **PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the Village a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the Village by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Village shall select this box: ☐.

1.21.2 **PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the Village a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the Village if the selected Respondent fails to make any required payments only. If a payment bond is required, the Village shall select this box: ☐.

1.21.3 **WAIVER OF BONDS.** If this provision is selected, the Village Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Village. If the requirement for a payment bond is waived, the Village shall select this box: ☐. If the requirement for a performance bond is waived, the Village shall select this box: ☐

1.22 AMERICAN RESCUE PLAN ACT PROVISION.

Respondent acknowledges that the Services may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). The selected Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum to this Agreement.

If compliance with this section is required, the Village shall select this box: ☒.

END OF SECTION 1

SECTION 2
SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL INFORMATION

North Bay Village (the "Village") is located in the northeast (NE) bounds of Miami-Dade County (County), situated directly east (E) of the City of Miami's Belle Meade neighborhood, and just west (W) of Miami Beach's Normandy Isles community. The Village is surrounded by the Biscayne Bay (Bay), which is an Outstanding Florida Water (OFW) and is also located within the Biscayne Bay Aquatic Preserve. The sole land-based ingress/egress to the Islands is via the John F. Kennedy (JFK) Causeway (i.e., 79th Street Causeway), which traverses west to east through the center of the Village. North Bay Village (Village) is a coastal municipality comprised of three (3) man-made Islands.

- North Bay Island: Consists exclusively of single-family homes.
- Harbor Island: Consists primarily of multi-family dwellings, zoned for mid-rise and high-rise buildings.
- Treasure Island: Consists of single-family, multi-family, mid-rise, and high-rise buildings, institutional uses, and its main commercial hub is JFK Causeway (i.e., 79th Street Causeway).

Through earlier and ongoing work, the Village has developed a conceptual strategy consisting of four areas of effort:

1. Land/Easement Acquisition (Pump Stations and outfalls)
2. Stormwater infrastructure improvement
3. Roadway Reconstruction, Elevation, Traffic Calming, Pedestrian Connectivity
4. Green Infrastructure

To effectively guide the improvement initiative, the Village envisions a process, beginning with the development of an "Implementation Program." Development of the Program should begin with defining the overall strategy. The first step is a distinct effort focused on strategy and design, which will set the vision and priorities for the detailed Implementation Program. Once the Implementation Program is developed, the next step is to form a program management team to oversee and execute the overall infrastructure improvement initiative.

2.2 BACKGROUND

In the last three years, the Village undertook preparation of a Stormwater Master Plan (SWMP) that now serves as the foundation for the development of Stormwater and roadway improvements. These documents are available as context for the development of the requested "Implementation Program." (The document, as well as supporting information, can be found at https://northbayvillage-fl.gov/stormwater/).

2.2.1 Easement and Land Acquisition

The recordings of drainage easements or acquisition of land may be required as part of the drainage improvements. Several pump stations and outfalls are recommended by the SWMP, proposing the installation of four (4) pumps on Treasure Island, two (2) pumps on North Bay Island, and one (1) pump on Harbor Island. All three islands have limited right of way, and outfalls will have to pass through private property. Designs will make all attempts to locate pumps within the right of way, but the acquisition of land and easements will likely be needed for several pumps.

2022 – North Bay Village Stormwater Master Plan

2.2.2 Stormwater System

North Bay Village has performed a range of infrastructure rehabilitation planning, design, and construction efforts to sustain the overall infrastructure system to where it is today. At the core of the system is Village owned and maintained Stormwater drainage network of gravity drains, shallow catch basins, outfalls, and two inoperable pumps stations. The Stormwater network has not evolved over the past 30 years from the current rudimentary system. The system has aged significantly, and more challenging environmental boundary conditions have reduced the efficacy of the gravity-driven system with ensuing inundation impacts.

Periodic improvements and evaluations of the Stormwater network have been conducted over time since the Village was incorporated, through various rehabilitation programs and a recently completed Stormwater master plan.

2022 – North Bay Village Stormwater Master Plan
2021 – North Bay Island Stormwater Basis of Design Study Master Plan
2017 – North Bay Village Stormwater Outfall Rehabilitation Program

2.2.3 Roadway Reconstruction, Traffic Calming, Green Infrastructure.

Local roadways on Treasure and Harbor have not been resurfaced or had any traffic improvements in over 40 years. However, North Bay Island was resurfaced in 2020. North Bay Village intends to inspect and assess the existing roadway conditions on the islands and development of a design to address road elevation, ponding, traffic calming, pedestrian crossings, and landscaping. Specific attention to sustainable and innovative landscape design that can incorporate drainage elements is a priority for the Village.

2022 – North Bay Village Traffic Calming Study
2022 – Conceptual Roadway and Streetscape Presentations
2020 – Treasure and Harbor Island Roadway Surveys
2020 – NBV 100 Design Criteria
2019 – Geotechnical Survey

2.3 SCOPE OF SERVICES

2.3.1 Develop the Program Strategy

The program strategy will first identify priorities and define the scope of work for individual projects to be completed by assessing needs, funding resources, and impacts to the community. Based on these attributes, the strategy will outline an approach to execute the project within a specific time frame. The Program Strategy will use a 2060 planning horizon to identify clear project scopes and supporting funding to guide the effort and the investment required. Key considerations for the strategy include, but are not limited to:

- Identify and evaluate existing, ongoing, and projected Village; Miami-Dade County; or State of Florida strategies, or any other similarly impactful studies, programs, projects, actions, etc. and integrate into program strategy;
- Identify potential fundamental solutions to address the risks in order to protect the Village and lead to a more resilient and sustainable future for the community;
- Establish designated infrastructure-related goals and supporting objectives to guide the design efforts and investment needed to achieve the desired improvements;
- Align the drainage infrastructure program strategy with the Village's roadway reconstruction goals and objectives; and
- Create a program brand, communications, and engagement plan.

2.3.2 Develop the Roadway Reconstruction and Stormwater Improvements Infrastructure Implementation Program

Based on the program strategy goals, objectives, and expected return on investment, the Stormwater Improvement and Roadway Reconstruction Implementation Program will further develop each of the lines of effort (LOE) to achieve the program's vision.

Key considerations for the Implementation Program include, but are not limited to:

- Outline the Village's three proposed LOEs to fully define the comprehensive approach of the program. As a starting point, the LOEs and their sub-efforts should include but are not limited to:
    - Stormwater System Upgrades
        - Gray solutions
        - Green solutions
        - Water quality monitoring and solutions (BMP treatment trains)
        - Outfall improvements
        - Supporting land acquisition and easements
        - Optimization of Stormwater and related impact fee methodology
    - Roadway and Right-of-Way Improvements
        - How the entire right-of-way can complement Stormwater systems and water quality initiatives
        - Evaluate strategic conversion of roads into one way to expand rights-of-way for increased Stormwater storage
        - Assess required elevations and changes in road configurations
        - Identify potential materials to assist in leading to Stormwater and water quality solutions
        - Resulting in village-wide complete streets conceptual designs for individual islands
            - Integrating landscaping, shade and similar natural benefits
            - Assessing traffic flow and safety
            - Including pedestrian connectivity
- For each LOE, develop an overarching goal and supporting objectives, priorities, estimated costs, timelines, funding strategy, action plan and desired outcomes.
- Integrate LOEs vertically across time, space and changing environmental conditions to create a fully synchronized 10-year capital improvement and a detailed Implementation Program with a phased timeline and defined resultant outcomes.
- Chart a comprehensive, synchronized and prioritized program, project and action plan, showing project relationships and specifying project priority, project costs, potential operation and maintenance costs for each project, project timeline, project sequencing, funding sources, best procurement method, supporting resources, permitting requirements, etc.
- Identify required program resources to include staff structure and capacity, systems and processes, expertise, etc. to achieve program goals and objectives.
- Identify potential program constraints, restrictions and complexities. Offer creative ways to overcome these obstacles to maintain program synchronization.
- Develop a combined internal and external funding strategy consisting of general funds, enterprise and special revenue funds, bonds, grants, revolving funds, appropriations, emerging programs, partnerships and pilot test opportunities.
- Develop a method to manage, monitor, control and report program progress.

- Develop a program and project risk management process.
- Create a change management process to enable continued program and project synchronization.
- Develop a lessons-learned process to capture best practices and initiate necessary changes to the Village's zoning, planning, building, public works, procurement, funding and construction ordinances, policies and standards.
- Recommend program stewardship and compliance guidelines.
- Establish a program evaluation plan comprised of metrics and methods to measure progress and a plan to monitor the operating environment to remain aware of changes, identify emerging opportunities and threats, and retain the agility to adjust accordingly.
- Develop web-based platform for public engagement and notice.
- Identify opportunities for implementation of green infrastructure, enhancements to water quality, and other sustainability innovations.

2.3.3 Sustainability Innovation

The program strategy should exhibit innovative thinking and leadership in sustainability. Key considerations for the strategy include:

- North Bay Village's Brand is the "Heart of the Bay" and the stewardship of Biscayne Bay is a top priority.
- The Village has limited upland area (that it owns) and limited Right-of-Way, incorporating green and permeable space may prove to be complicated.
- The Village strives to improve water quality through its roadway and drainage infrastructure improvements to the maximum extent possible.
- Sustainability Innovation, such as working with Community, Institutional, as well as Private Sector partners, to identify green infrastructure solutions is critical.

2.3.4 Manage Execution of the Implementation Program

The Successful Respondent will serve as the Village's Program Manager during any design and construction phases related to, or stemming from, this Project. Any design activity related to, or stemming from, the Project will be performed by firm(s) currently under contract with the Village through a CCNA solicitation process, or by firm(s) selected through a separate solicitation process independent from this RFQ. The Successful Respondent for this RFQ will be deemed ineligible to perform design, consulting, other A/E or construction inspection services for the infrastructure improvement initiative projects that are part of the integrated Implementation Program.

The Successful Respondent will manage, coordinate and integrate multiple, concurrent infrastructure projects, at specific stages from assignment through completion. This includes, but is not limited to: (1) program management consisting of project scoping, project/program scheduling, cost estimating, recommending optimal procurement strategies, and risk assessment; (2) project initiation and program monitoring, controlling and reporting; (3) project/construction management throughout the project phases (planning, design, permitting, procurement, construction, closeout, warranty or related services); (4) as needed, assisting in the procurement of architecture, engineering, and construction services under the direction of the Village's Procurement Officer, and in accordance with governing state law and Village ordinances and policies; (5) assisting the Village in coordinating with outside agencies, and construction

inspection; (6) as needed, providing professional and technical expertise, such as architectural and engineering services and construction administration, CADD operator and construction inspector capabilities; and (7) as needed, providing program support services such as public relations, budgeting, permitting, procurement and finance staff augmentation. Other services may include value engineering analysis, constructability reviews, materials compatibility analysis, and miscellaneous tasks associated with the Village's Resilient & Sustainable Infrastructure Implementation Program.

2.4 PROPOSED TEAM / KEY PERSONNEL REQUIREMENTS

The Successful Respondent shall serve as the lead and managing agent for all disciplines required for the Program. The firm must be a qualified architectural and/or engineering services firm, as stipulated in Florida Statutes, Section 287.055, CCNA, or program management services firms. Respondents shall have the following mandatory minimum qualifications and experience as of the Response submission due date:

1. Be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida for the last five (5) years under its current business name;
2. Possess a minimum of ten (10) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2, "Services Needed by the Village";
3. Preferably, have, as of the Response Submission Due Date, a proven track record of qualifications and experience necessary in **1**) providing a capital project implementation program; **2**) recommending sources of matching funds and helping municipalities pursue said funds; **3**) offering program strategy development services; **4**) providing support in reviewing responses and negotiating contracts; and **5**) providing process training and assisting in the preparation of PM/CM policies and procedures.
4. Employ a team member to serve as the Lead Program Manager, who will be the primary lead for all program management efforts for this Project, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as a registered engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida. The Lead Program Manager is preferred to be a Certified Program or Project Manager accredited by a recognized program/project management institute or organization in the United States or equivalent, for a minimum of five (5) years;
5. **Respondent must verify the Lead Program Manager's qualifications and experience.** Experience must be demonstrated by their participation in at least **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. At least one (1) of the reference projects must have been contracted by a governmental agency. The selected Lead Program Manager shall not, during the duration of the contract with the Village, provide program management services to another Florida municipality. The intent of this requirement is to ensure that the Village gets the exclusive attention of the selected Program Manager.

In addition to the Lead Program Manager, the Respondent's team must have at a minimum the

following required personnel, through either the Respondent's staff or that of any Subconsultant:

1. **Project Managers:**
   Requirements - Project managers must hold a bachelor's degree in Architecture, Civil Engineering, Construction Management, Public Administration, Business Administration, or related field from an accredited U.S. institution, with a proven track record of five (5) years at a minimum in project management activities related to specific areas of assignment, such as Stormwater and sea-level rise infrastructure design and/or vertical/facilities, utility hardening or undergrounding, and roadway improvements. Active licensure as a Professional Engineer, Registered Architect or General Contractor in the State of Florida is preferred, as is being a Certified Project Manager accredited by a recognized program/project management institute or organization.
   Duties - The duties required of the position include, but are not limited to, reviewing project proposals to determine project time frame, funding, procedures required to complete the project, staffing requirements, and allotment of available resources for various phases of the project; reviewing status reports prepared by project personnel and modifying schedules or plans as required; preparing project reports for the director or designee; providing on-site project support as required; visiting and inspecting project sites during different phases ensuring compliance with building plans and codes; conferring with project personnel to provide technical advice and to resolve problems; as needed, providing direction and administration of design and construction projects through architects, engineers and contractors; planning, assigning and reviewing the work of a professional staff to ensure success in the monitoring of the work of architectural and engineering consultants and contractors engaged in the design and construction of a variety of simple to moderate complex Village structures and related projects; conducting research of past practices, preparing reports and providing recommendations; providing input into the development of the divisions budget, and other special projects as assigned; coordinating project activities with activities of other governmental agencies; and performing other related work as required;
   Verification – Experience must be demonstrated by their participation in **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the reference projects must have been contracted by a governmental agency.
2. **Construction Managers:**
   Requirements - Construction managers must hold a bachelor's degree in Architecture, Civil Engineering, Construction Management, Public Administration, Business Administration, or related field from an accredited U.S. institution, with a proven track record of five (5) years at a minimum in construction management activities related to specific areas of assignment, such as design, construction, and/or management of Stormwater systems, utility hardening or undergrounding, roadway infrastructure, or drainage construction projects. Active licensure as a Professional Engineer, Registered Architect or General Contractor in the State of Florida is preferred.
   Duties - The duties required of the position include, but are not limited to, assisting consultants and Village agency officials with the development of shoreline, roadway infrastructure, or utility and drainage construction projects; preparing for Village's approval and execution of work orders to consultants, surveyors and testing labs; verifying consultants' invoices and

recommending payment; reviewing consultants' plans and specifications at various stages of development for conformance to program and design standards, completeness and accuracy; suggesting changes, additions and corrections; monitoring consultants' cost estimates; scheduling, attending and writing reports of meetings with consultants and Village agency representatives; coordinating printing and distribution of plans and specifications for bidding purposes; assisting in conducting pre-bid conferences; assisting in evaluating bids and making recommendations for award of contract; assisting in coordinating the signing of contracts with contractors; scheduling and assisting in conducting pre-construction meetings with consultants, contractors and sub-contractors; preparing for Village's approval Notices to Proceed to contractors and work orders to consultants and testing labs; reviewing and recommending approval of periodic requisitions, invoices and supporting data from contractors, consultants and testing labs; reviewing field inspection reports; assisting in the preparation of schedules and conducting site visits to monitor construction progress; keeping user agencies informed; assisting in the preparation of change orders to existing contracts; keeping records of contingency allowance and consultants' payments; assisting in the inspection of projects for substantial completion and prepares list of any deficiencies; preparing performance reports on contractors and consultants; arranging for correction of defects by contractor during warranty period; scheduling and conducting site inspections at end of warranty period and assuring correction of defects; qualifying the department as general contractor and obtaining building permits; maintaining project administrative records and files; and performing related work as required.

Verification – Experience must be demonstrated by their participation, including **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in nature to the Project described in this RFQ within the last ten (10) years.

3. **Engineers:**

   Requirements - Engineers performing work under this Project must have been practicing as registered Engineers under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years.

   Verification –Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

4. **Construction Engineering and Inspection ("CEI") Services Specialists:**

   Requirements - The Engineer performing CEI Services for the Project must have been practicing as a registered Engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years.

   Verification –Experience must be demonstrated by their participation, including **one** (1) **previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

5. **Cost Estimators and Schedulers:**

   Requirements - The team member(s) proposed to provide cost estimating and/or scheduling

services must have been practicing as a Professional Estimator certified by the American Society of Professional Estimators or equivalent, for a minimum of five (5) years.

Verification – Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

The Village may consider a submission responsive where a Respondent has less than the stipulated minimum number of years of experience solely where the Respondent has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Respondent was a subsidiary of a larger firm and the Respondent's firm has been merged into the larger firm. Respondents must include documentation substantiating the above-stated minimum requirements as part of its Response to the Village to consider crediting the years of experience from the Respondent under its previous name, if applicable. **Failure to include such documentation with the Response may result in the Response being deemed non-responsive.**

Other than the exceptions stated above, failure to meet the above-stated mandatory minimum requirements may, at the sole discretion of the Village, result in the Respondent's Response being rejected as non-responsive. Please see Section 3, "Response Submission Requirements and Evaluation," for further direction.

END OF SECTION 2

SECTION 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

3.1 GENERAL RESPONSE INSTRUCTIONS; SUBMITTAL DEADLINE

Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline.** Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive**.** The firm to be selected pursuant to this RFQ shall be that which the Village deems to be the most highly qualified to perform the required services. The proposer should submit the following information with their qualifications to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information shall result in the response being considered non-responsive.

3.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the responses be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Response as non-responsive.

In addition to other requirements stated in this RFQ, to be eligible to respond, the Respondent shall submit a Response that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Response"):

Tab A. Cover Page: Each Response shall have a cover page with the Respondent's business name, address, and telephone number; name and all contact information for individual that will serve as a primary liaison between the Respondent and the Village; date; and subject "Response to **RFQ No. 2023-001 for the Stormwater Improvements & Roadway Reconstruction Program Management Services**"

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Response, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFQ.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Respondent, the Respondent's commitment to the Village, an understanding of the work to be performed and the aspects of the Response.

Tab D. Response Narrative: In a document not to exceed four (4) pages, Respondent must provide an executive summary describing the firm's understanding of the Village's goals, expected outcomes, and an overview of the firm's approach to service and a brief history of the firm. A portion of the narrative must include the structure of the proposed team that will perform the program strategy and integrated implementation program. The structure should highlight the subconsultants (if any), the individual team members, and their related skills and experience to perform this work.

Tab E. Firm's Qualifications: Respondent must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References. The Respondent must demonstrate that it meets the following requirements:

1. Respondent must be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida that has operated continuously for the last five (5) years under the same entity name;
2. Respondent must possess a minimum of ten (10) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2, "Services Needed by the Village";
3. Respondent must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
4. Respondent must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
5. Respondent shall provide a list of current and past clients, with an emphasis on Florida municipalities.
6. Respondent must also provide the official complaint history within the last five (5) years for its qualifying professional license.
7. Respondent shall identify the Principal in Charge's Experience**.** This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Respondent.
8. The team working on the Project must have prior experience within the past five (5) years of providing similar services.
9. Respondent must provide documentation demonstrating three (3) previously completed or ongoing strategy, planning, architectural, engineering, and/or program management projects similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the referenced projects must have been contracted by a governmental agency.

Tab F. Project Team/Personnel Qualifications: In addition to any qualifications required by Section 2 of this RFQ, the Respondent must:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors. Respondents must identify the following individuals on Form 8:
    i. Lead Program Manager,
    ii. Project Managers,
    iii. Construction Managers,
    iv. Engineers,

v. Cost Estimators and Schedulers.

The Project Team/Key Personnel reported on Form 8 must possess the experience, licenses, certifications, expertise, educational training, and other relevant qualifications detailed under Section 2 of this RFQ.

2. Provide an organizational chart showing the reporting structure for all Key Staff, including any key subcontractors.

3. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Lead Program Manager.

4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.

Tab G. **Proposed Program Strategy & Implementation Program Approach:** In a document not to exceed five (5) pages, provide a description of the Respondent's approach to developing the program strategy and the implementation program.

Tab H. **Sustainability Innovation:** Respondent must provide documentation demonstrating two (2) previously completed or ongoing projects that exhibit innovative thinking in sustainability within the last ten (10) years.

Tab I. **Proposed Program Execution Approach:** In a document not to exceed three (3) pages, provide a description of the Respondent's approach to executing the program.

Tab J. **Funding Assistance:** Respondent shall demonstrate capacity - whether fully in-house, with the assistance of a Subconsultant, or some combination thereof – to assist the Village in researching, applying for, and obtaining grants or other funding sources to supplement the Bond Referendum.

Tab K. **Special Consideration:** Describe any special resources that Consultant or Consultant's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.**

Tab L. **Litigation Statement:** Respondent must complete and submit Form 7, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against Respondent's firm in the last three (3) years. If an action has been filed against the Respondent's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the Respondent's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

Tab M. **Insurance**: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Village. The successful Respondent(s) must submit, prior to signing of a contract, a

Certificate of Insurance naming **North Bay Village, Florida** as an additional insured and meeting the following requirements, which are also set forth in the form of Contract attached to this RFQ:

Consultant shall secure and maintain throughout the duration of this RFQ and the contract, 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 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 and may be increased by the Village as it deems necessary or prudent. Copies of Contractor'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 Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor 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 Agreement and any Projects.

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 and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
3. 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.
4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

THE VILLAGE MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

Tab N. **Forms:** Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab O. References: Three (3) letters of references shall be submitted as part of the Response, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

3.3 EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Respondent's Past Performance	15 Points
2	Respondent's Range of Expertise & Technical Capability	15 Points
3	Key Personnel	10 Points
4	Proposed Program Approach	30 Points
5	Sustainability Innovations	20 Points
6	Experience Pursuing and Securing Supplemental Funding	10 Points
		Total: 100 Points

3.4 SELECTION PROCESS

3.4.1 Staff Level Review for Compliance with Minimum Requirements. A member of Village Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the RFQ have been met. The Village Manager or designee may reject those Responses that do not meet the minimum requirements of the RFQ.

3.4.2 Evaluation Committee Review. The Village Manager will appoint an Evaluation Committee to review and evaluate the responsive Responses during a public meeting (the Village will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Evaluation Committee shall select in order of preference and rank the firm(s) it deems to be qualified to perform the required services using the evaluation criteria set forth above.

The Evaluation Committee shall score each Response in accordance with the Evaluation Criteria first outlined above. Once the scores are aggregated, the Evaluation Committee will establish a ranking based on the highest scoring Response(s) and provide its recommendations for selection to the Village Manager. After short-listing the top three respondents deemed to be qualified by the Evaluation Committee, the Village Manager will forward the Evaluation Committee's rankings and recommendation, together with the Village Manager's recommendation for award or rejection of all Responses, for consideration by the Village Commission.

3.4.3 Oral Presentations (before the Village Commission). Short-listed Respondents will be invited to appear in front of the Village Commission for oral interviews and/or presentations based on its qualifications and methodology. Notices for interviews will contain explicit instructions concerning location, date, time, and length of interviews. The shortlisted firms shall be evaluated and ranked based on their presentations.

If a Respondent is short-listed and selected to be interviewed and/or to make oral presentations to the Village Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews may result in that team's disqualification.

3.4.4 Village Commission Meeting to Select Consultant(s). The Village Commission may select the Consultant(s) that it determines is the most qualified, taking into consideration the Village Manager's recommendation, the Evaluation Committee's recommendation, and all aspects of the Respondent's submission and interview/oral presentation, and authorize the Village Manager to negotiate an agreement with the selected Respondent(s). The Village Commission shall have the final authority to select the Respondent(s) and award any agreement(s).

3.4.5 Negotiation of Continuing Professional Services Agreement. After selection of the Consultant(s) by the Village Commission, the Village Manager or designee(s) shall negotiate a Continuing Professional Services Agreement in accordance with Section 287.055, Florida Statutes, as may be amended from time to time, with the selected Consultant(s) at compensation that the Village Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFQ. Any award and execution of a Continuing Professional Services Agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. Should the Village Manager be unable to negotiate a satisfactory agreement with the selected Respondent at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Respondent may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Respondent, and, if negotiations are terminated, shall continue to each next highest-ranked Respondent until a satisfactory agreement may be negotiated. Any award shall be subject to execution of the agreement.

3.4.6 Village Commission Meeting to Approve Agreement with Consultant. Upon reaching mutually agreeable terms with the selected Respondent(s), the Continuing Professional Services Agreement with the selected Respondent shall be presented to the Village Commission for final approval.

3.4.7 Reservation of Rights. The Village reserves the right to reject any or all Responses which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Respondent.

END OF SECTION 3

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Response:

FORMS

Form 1: Response Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits :)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

EXHIBITS

The following attachments are attached and incorporated into this solicitation:

- **Exhibit A:** North Bay Village Studies, Reports, and Other Documents related to the Project Services
- **Exhibit B:** Sample Continuing Professional Services Agreement
- **Exhibit C:** American Rescue Plan Act Addendum

FORM 1
RESPONSE CHECKLIST

_____ **Form 1:** **Response Checklist**

_____ **Form 2:** **Company Qualifications Questionnaire**

_____ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

_____ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

_____ **Form 3B:** **Certificate of Authority (for Individuals)**

_____ **Form 4:** **Acknowledgment of Addenda**

_____**Form 5:** **Single Execution Affidavit**

_____**Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts**

(Compliance with 49 CFR, §20.100(b))

_____**Form 7:** **Dispute Disclosure**

_____**Form 8:** **Key Staff and Proposed Subcontractors**

_____**Form 9:** **Reference Letters**

_____**Form 10:** **E-Verify Affidavit**

_____**Form 11:** **IRS Form W-9**

Firm: _____ **Date:** _____

Authorized Signature: _____

Print or Type Name: _____ **Title:** _____

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number **Facsimile Number**

Email Address

Federal I.D. No. or Social Security Number **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category **License No.** **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
□ Individual □ Partnership □ Corporation □ LLC □ LLP □ Other_____

Please identify the Firm's primary business:_____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

_____

Insurance Carrier Name **Insurance Carrier Contact Person**

_____

Insurance Carrier Address **Telephone No.** **Email**

Has the Firm filed any insurance claims in the last five (5) years? □ **No** □ **Yes** **If yes, please identify the type of claim and the amount paid out under the claim:** _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
□ No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as ____ _____ of the Entity, be and is hereby authorized to execute this Response dated _____, 20____, on behalf of the Entity and submit this Response to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(If Individual)

I,_____ ("Affiant") being first duly sworn, deposes and says:

1. I am the _____
   [Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
   _____ doing
   business as _____, the
   Contractor that has submitted the attached Response.
2. I am fully informed respecting the preparation and contents of the attached Response and all of the pertinent circumstances respecting such Response.
3. I am authorized to execute the Response dated _____, and submit this Response to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____

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

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

_____ Addendum 1
_____ Addendum 2
_____ Addendum 3
_____ Addendum 4
_____ Addendum 5
_____ Addendum 6
_____ Addendum 7
_____ Addendum 8
_____ Addendum 9
_____ Addendum 10

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ By: _____
NAME OF PROPOSING OR BIDDING ENTITY INDIVIDUAL'S NAME AND TITLE

_____ Date: _____
FEIN OF PROPOSING OR BIDDING ENTITY

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.

_____
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,

means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with 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 Consultant 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.

_____
Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent 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, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

_____
Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (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 Respondent or Consultant, 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 Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent 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 Respondent 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 Responses for goods or services to Village.

_____
Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/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 Respondent/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 Respondent/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 Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

_____
Respondent Initials

Scrutinized Companies

1. Respondent 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 RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, 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 RFQ is for more than one million dollars, the Respondent 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 RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, 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 Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. 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.

_____
Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, 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 of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

_____
Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

_____
Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Responses and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

_____
Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she 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 Request for Responses and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

_____
Respondent 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: _____

_____

Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____

Print Name: _____

Title: _____

Firm: _____

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

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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 Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

_____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

_____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

_____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No □ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage: _____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

_____

Contact Number & Email _____

_____

Public Entity Size/Number of Residents/Square Mileage:_____

_____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

_____

_____

_____

Is the Contract still Active? Yes _____ **No** _____

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay 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 respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFQ and signing below, the respondent Firm 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 submitted as part of the response.**

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Firm: _____

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

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

□ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: ___

EXHIBIT A

NORTH BAY VILLAGE STUDIES, REPORTS AND OTHER DOCUMENTATION RELATING TO THE SERVICES FOR THE PROJECT

DROPBOX LINKS:

2022 – North Bay Village Stormwater Master Plan
2022 – North Bay Village Traffic Calming Study
2022 – Conceptual Roadway and Streetscape Presentations
2021 – North Bay Island Stormwater Basis of Design Study Master Plan
2020 – Treasure and Harbor Island Roadway Surveys
2020 – NBV 100 Design Criteria
2019 – Geotechnical Survey
2017 – North Bay Village Stormwater Outfall Rehabilitation Program

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____ _____, 2023 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village"), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the "Consultant").

WHEREAS, on August __, 2023, the Village issued Request for Qualifications No. 2023-001("RFQ") for professional engineering, project management, and related services (the "Services") for the Stormwater Improvements & Roadway Reconstruction Program Management Services , which RFQ is incorporated herein and attached hereto as Exhibit "A"; and

WHEREAS, the Services needed by the Village are specifically identified in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, in response to the RFQ, on [INSERT DATE], the Consultant submitted a Response dated [INSERT DATE OF CONSULTANT'S RESPONSE] for the Services, which Response is incorporated herein by reference and attached hereto as Exhibit "B" (the "Proposal"); and

WHEREAS, on [INSERT DATE], an Evaluation Committee appointed by the Village Manager short listed Respondents and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the Village Commission adopted Resolution No. [INSERT NUMBER], selecting the Consultant to provide the Services for the Project; and

WHEREAS, the Consultant will perform the Services for the Village, as further described in Consultant's Proposal attached hereto as Exhibit "B"; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon the rate schedule set forth in Exhibit "C" (the "Rate Schedule") 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. <u>Scope of Services</u>.

1.1. The Consultant shall provide the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and the Proposal to assist the Village in developing and executing various Projects for the development, implementation, and management of the Plan. The Services for the Plan shall be provided in three phases:

1. Phase 1: Identification of strategies and Projects for the Plan;

2. Phase 2: Development of an implementation program for the Plan; and

3. Phase 3: Management and Execution of the Plan.

1.2. The Consultant shall provide the Services for the specific Projects of each phase of the Plan pursuant to a detailed work order (a "Statement of Work") or project specific agreement as authorized by the Village Manager or Village Commission, as applicable. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a fixed lump sum cost for the Services, as set forth in the Statement of Work or project specific agreement, calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C."

1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work or a project specific agreement. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.

1.4. The 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.

1.5. The Consultant shall abide by the terms and requirements of the RFQ, which is incorporated by reference and made a part hereof.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through [Insert End Date], unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may extend this Contract

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 approved fixed lump sum set forth in the Statement of Work, project specific agreement, or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."

3.2. During the Project, Consultant shall deliver an invoice to the 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. Additionally, a determination of allowable costs in accordance with the Federal cost principles will be performed for Services rendered under this Agreement. 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.

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 for the Project.

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 for each Project 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 **North Bay Village, Florida,** 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.

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 annual General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $5,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
3. 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.

4. Professional Liability Insurance in an amount of not less than $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, each 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 both reserve 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. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention for this Project.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1. 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.

10.2. Pursuant to Section 36.25(Q)(3) of the Code of the Village and in accordance with Section 9.03 of the Village Charter, the Consultant shall not engage in any discrimination in his/her/its

operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

10.3. In accordance with Section 36.25(V)(2) of the Code of the Village, the Consultant warrants and represents that it is not currently engaged in and will not engage in a boycott. For purposes of this Section, a boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

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 AND AGREES NOT TO REQUEST AN ADVISORY 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. Patents and Royalties. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the Village against any claim, suit or proceeding brought against the Village which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the Village in such matter.

14. **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.

15. **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.

16. **Entire Agreement/Modification/Amendment.**

16.1. 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.

16.2. 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.

17. **Ownership and Access to Records and Audits.**

17.1. 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).

17.2. 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.

17.3. 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.

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

17.5. 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.

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

17.7. 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.

17.8. **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: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM .**

18. 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.

19. 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.

20. 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.

21. 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. The Consultant shall comply and require its contractors and subcontractors to comply with all terms and conditions of the Grant Agreement and all federal, state, and local laws and regulations applicable to this Project.

22. 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.

23. **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.

24. **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.

25. **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.

26. **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.

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.

28. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.

29. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

30. **Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this

Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: ☐. unhighlght

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

31.1. First Priority: Base Agreement;

31.2. Second Priority: Exhibit C – Fee Schedule;

31.3. Third Priority: Exhibit A –Scope of Services;

31.4. Fourth Priority: the RFQ; and

31.5. Fifth Priority: Exhibit B – Consultant's Proposal.

[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.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

With a copy to:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

EXHIBIT C

AMERICAN RESCUE PLAN ACT ADDENDUM TO
[INSERT NAME OF AGREEMENT]
BETWEEN
NORTH BAY VILLAGE
AND
[NAME OF ENTITY]

THIS ARPA ADDENDUM to the [INSERT NAME OF AGREEMENT] (the "ARPA Addendum") is entered into as of the ____ day of _____, 2023 (the "Effective Date of this Addendum"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **NAME OF ENTITY**, a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (hereinafter, the "Contractor"). Collectively, the Village and the Contractor are referred to as "Parties."

WHEREAS, on [DATE], the Village entered into a [type of agreement] with the Contractor for the [type of services] related to the [type of project(s) for contractor to implement] (the "Project"), as further defined in the Agreement (the "Agreement"); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act ("ARPA"), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, the Village desires to utilize ARPA funding to implement the Project (the "Project"); and

WHEREAS, in order to utilize ARPA funding for the Project, the Village desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows:[1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or 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, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury's Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury's ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0.

1.1.2. *Title VI Requirements*. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

(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 Agreement. 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 Agreement.

(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 Agreement.

1.1.3. *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 Agreement.

1.1.4. *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 Agreement.

1.1.5. *Protections for Whistleblowers*.

(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.

(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.

(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.

1.1.6. *Compliance with Immigration and Nationality Act (INA).* Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")].

1.1.7. *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.

1.1.8. *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.

1.1.9. *Publication.* Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

"This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury."

1.1.10. *Reporting Conflict of Interests.* Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the 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:

1.2.1. *Equal Employment Opportunity Compliance*. During the performance of this Agreement, the Contractor agrees as follows:

(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:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

b. layoff or termination;

c. rates of pay or other forms of compensation; and

d. 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.

(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.

(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.

(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.

(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.

(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.

(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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (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.

1.2.2. *Contract Work Hours and Safety Standards Act Compliance*. During the performance of this Agreement, 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:

(1) *Overtime requirements*. No Contractor or subcontractor contracting for any part of the Agreement 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.

(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.

(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.

(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.

1.2.3. *Clean Air Act Compliance*. During the performance of this Agreement, 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:

(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.

(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.

(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 Agreement.

1.2.4. *Federal Water Pollution Control Act Compliance*. During the performance of this Agreement, 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:

(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.

(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.

(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 Agreement.

1.2.5. *Debarment and Suspension Compliance*. During the performance of this Agreement, 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:

(1) This Agreement 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).

(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.

(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.

(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 Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(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 Agreement, 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 Agreement as to why not.

1.2.6. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)*. During the performance of this Agreement, 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:

(1) No Funds received by the Contractor under this Agreement 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.

(2) If any monies, other than Funds received by Contractor under this Agreement, 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.

(3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

(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.

1.2.7. *Copeland "Anti-Kickback" Act*. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act as follows:

(1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. *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 Agreement, 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.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

1.2.9. *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."

1.2.10. *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 Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

(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 Agreement 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.

(2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement 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.

3. **Conflict; Addendum Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. **Defined Terms**. All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. **Counterparts.** This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank.
Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this ARPA Addendum to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Dr. Ralph Rosado, AICP
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Dr. Ralph Rosado, AICP, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
rrosado@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

With a copy to:
_____
_____
_____
_____
_____(Telephone)
_____(Email)

NORTH BAY VILLAGE



RFP NO. 2023-001 | MARCH 10, 2023

PROPOSAL FOR

STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

BLACK & VEATCH

TAB A

COVER PAGE

TAB A

Cover Page

March 10, 2023

BUSINESS NAME
Black & Veatch Corporation
2121 Ponce de Leon Blvd., Suite 305
Coral Gables, FL 33134

PRIMARY LIAISON
Charles J. Moseley
Americas East Region Director of Infrastructure Programs
2121 Ponce de Leon Blvd., Suite 305
Coral Gables, FL 33134
D +1 913-458-8883 | M +1 816-944-9076 | E MoseleyC@BV.com

TAB B

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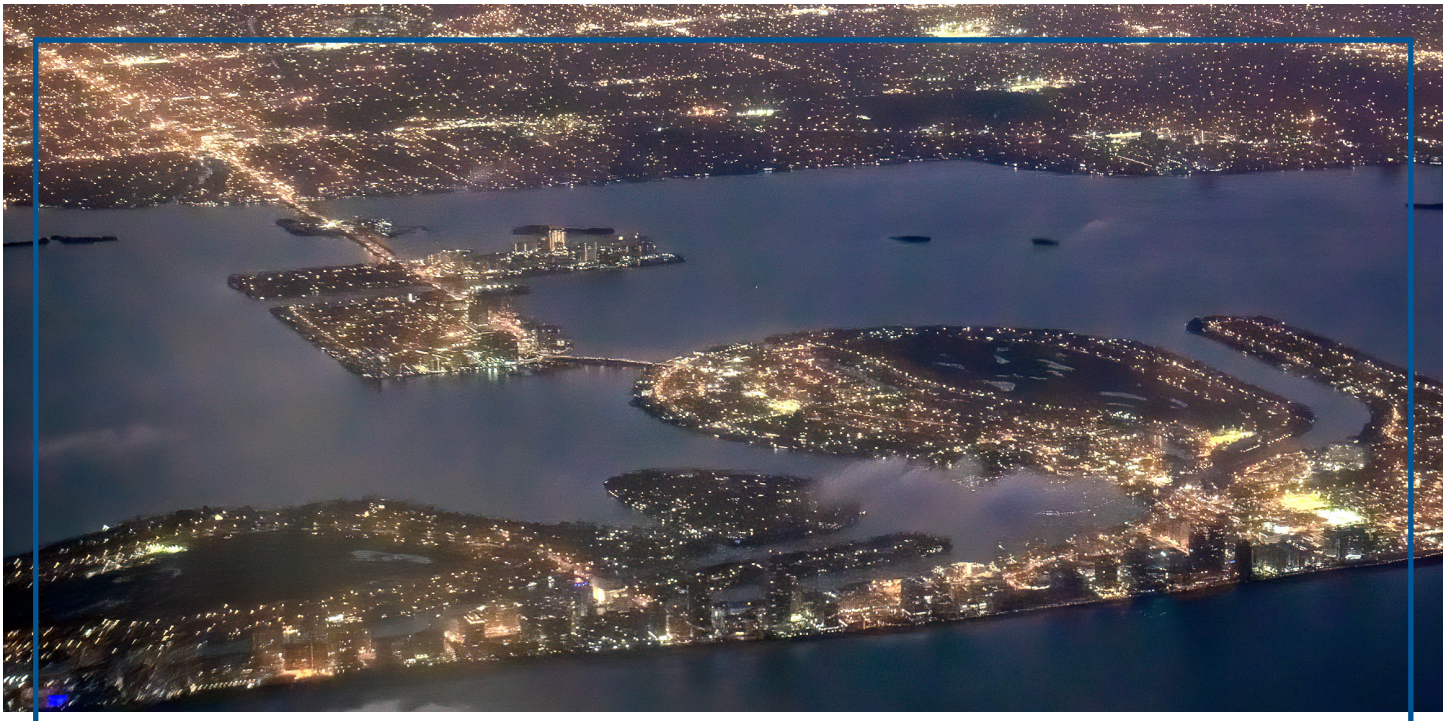


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TAB C

LETTER OF INTENT

BLACK & VEATCH CORPORATION
2121 Ponce de Leon Blvd., Suite 305
Coral Gables, FL 33134
D +1 913-458-8883 | E MoseleyC@BV.com

March 10, 2023

Angela Atkinson, Chief Financial Officer
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141

RE: RFQ No. 2023-001: Stormwater Improvements & Roadway Reconstruction Program Management Services

Dear Ms. Atkinson and members of the selection committee,

Black & Veatch will be truly honored to provide North Bay Village (Village) with the expertise of a proven team with unmatched capabilities to successfully deliver the professional engineering services detailed in the Village's Stormwater Improvements & Roadway Reconstruction Program Management Services RFQ. Understanding the criticality of this Program, the Black & Veatch team stands ready to partner with the Village to deliver visionary short- and long-term success as an extension of your staff.

The Village will have access to a pool of 300+ professionals in Florida; three offices in southeast Florida, including our local office in Miami-Dade County; and the support from our global network of 10,000+ professionals. Our Black & Veatch team will ensure responsive, attentive service, depth of technical expertise, and ample execution capacity to develop first an effective and innovative Program Strategy and Implementation Program, and subsequently to manage the concurrent delivery of multiple projects defined by the Implementation Program. The Village will receive the following specific and tangible benefits from selecting Black & Veatch as Program Manager:

- **Access to a Deep Bench of Local Resources, Including Experts on Key Areas** – Efficient and cost-effective program support from a highly experienced local team and our experienced subconsultants, Moffatt & Nichol (Sustainability and Resilience Strategy), Brizaga (Program Branding and Stakeholder Management), ECT (Stormwater and Green Infrastructure), The Engineering Company (Stormwater), and Goal Associates (Roadways and Easements), and HPF Associates, Inc. (Construction Management).
- **A Proven Lead Program Manager** - With his extensive experience of over 17 years in the industry, our responsive, and accountable local Lead Program Manager, Carlos Ortega, PE will ensure the successful delivery of all phases of the Program to the Village's satisfaction.
- **Proactive Delivery of Key Program Elements** - Our team will guide the Village through key Program aspects such as funding, communications, stakeholder management, while later serving as an extension of your staff to effectively address challenges on stormwater, roadways, easements, and green infrastructure needs.

Black & Veatch looks forward to partnering with the Village to successfully deliver this important program. If you have any questions or wish to discuss the content of our proposal, please contact our Program Management East Region Director, Charles Moseley at (913) 458-8883.

Sincerely,

Rafael E. Frias, III, PE
Vice President
East Region Area Director

Charles J. Moseley
Americas East Region Director of
Infrastructure Programs

TAB D

RESPONSE NARRATIVE

TAB D

Response Narrative

Black & Veatch's Vision for North Bay Village in 2060: A resilient and sustainable community supported by an infrastructure that provides economic, social, and environmental benefits with a positive return on investment.

UNDERSTANDING OF GOALS, EXPECTED OUTCOMES, & OVERVIEW OF FIRM APPROACH

North Bay Village (Village) developed a Stormwater Master Plan (SWMP) that now guides the development of stormwater and roadway improvements. Through earlier and ongoing work, the Village developed a conceptual strategy consisting of four lines of effort (LOE) including: 1) Land/Easement acquisition (pump stations and outfalls); 2) Stormwater infrastructure improvements; 3) Roadway reconstruction, elevation, traffic calming, pedestrian connectivity; and 4) Green infrastructure.

To this purpose, the Village requires the development of an "Implementation Program" t**o make smart infrastructure investments related to these LOEs, which provide reliable and resilient services to its residents and a positive return on investment (ROI) to the community.** Developing an overall Program Strategy, becomes a critical first step of this effort, to clearly define the vision and priorities of the Program. Subsequently, **the Implementation Program can be developed to prioritize the capital improvement projects (CIP) that need to be concurrently executed in a coordinated manner that maximizes ROI and minimize disruption to the community.** Finally, Program Execution can be achieved by a dedicated program management team that oversees execution of the Implementation Plan to a successful completion.

The key for this desired outcome will depend on a team that aligns with the Village's vision and has the experience to take this Program from beginning to end *(see Tab G. Proposed Program Strategy & Implementation Program).* The Black & Veatch team has unmatched qualifications for this effort, and will provide the Village an innovative Program Strategy and Implementation Program that will ensure added value by capitalizing on available Federal funding and successful execution of concurrent infrastructure improvement projects.



Goal 1: Develop Program Strategy. The Village is a coastal municipality surrounded by Biscayne Bay and comprised of three man-made islands: North Bay Island, Harbor Island and Treasure Island. The Village was incorporated in 1945 and offers municipal services to a growing community of more than 8,000 residents today. The Village is anticipating adverse effects from climate change and the inherent vulnerability of its stormwater and roadways infrastructure to sea level rise and storm events. For these reasons, the Village is developing a Program to address these risks from a resilience and sustainability perspective into the future, specifically a 2060 horizon. The first step in this direction is the definition of an overall Program Strategy, which will later guide the development of the Implementation Program.

BV TEAM APPROACH: The Village will receive a collaborative approach led by Lead Program Manager, Carlos Ortega, PE and our Program Strategy Task Leader, Dr. Lynette Cardoch. **With her extensive experience leading development of Strategy of Resilient Infrastructure Programs of a similar nature, Dr. Cardoch will lead the evaluation of the appropriate future scenarios for analyses, specific infrastructure-related goals, and provide defendable and justifiable improvement recommendations.** These evaluations will be based on a review of other programs, projects or studies conducted by the Village, Miami-Dade County, or the State of Florida. Furthermore, they will consider stormwater and roadways as key LOEs, with special emphasis on green infrastructure and sustainability, as well as detailed plans for Program financing, branding, communications, and stakeholder management.



Goal 2: Develop Roadway Reconstruction and Stormwater Improvements Infrastructure Implementation Program. The Village is a low-lying Island community surrounded by Biscayne Bay, which has been designated an Outstanding Florida Waters (OFW), thereby is subject to very strict treatment criteria before the discharge of stormwater. The Village currently has surface water systems that permit direct discharge to Biscayne Bay, as well as a BMP that is no longer permitted and will require new treatment technology. The existing surface water system is more than 50-years old and exceeds its shelf life. With the advent of projected sea level rise, gravity surface water systems are not an option for the Village, and mechanical systems such as a new pump station will be required. Additionally, the proposed roadway improvements, which will include newly raised roads, will create different transitions from the road to the sidewalks depending on the adjacent property.

BV TEAM APPROACH: Our team has the depth and breadth of resources needed to ensure the vulnerability assessment measures include sustainable, resilient, adaptation strategies, and risk management/mitigation measures that will help decision makers in making cost-effective investments in this area. As an example of our sustainability evaluations, Black & Veatch uses the Envision® infrastructure rating system for Triple Bottom Line benefits assessment, which produces a process for the Village that ensures stakeholders input and environmental and economic choices are integrated into the planning and subsequent execution of the Program *(for additional Envision® information, refer to Tab H. Sustainability Innovation section)*. **This prioritization of projects will streamline project execution with a "Dig Once" approach, reducing project redundancy and construction disruptions, thereby maximizing cost savings and improving quality of life for residents.**

Our dedicated Stormwater Lead Project Manager, Derrick Lewis, PE, of ECT, is an accomplished hydraulic engineer with extensive experience with the Village, who understands key issues at the forefront of the community. Other team members have designed and constructed pump stations in Miami Beach, City of Miami, Bayshore Drive and St. Augustine Beach. This experience will allow our team to successfully determine site-specific conditions that may require new or retrofitted pump stations as part of assessing vulnerability and flood risk mitigation for the Village. **As for the proposed roadway improvements, the increased elevations will impact adjacent businesses and residents and will require harmonization agreements with those residents and businesses impacted. Our partner Goal Associates** has extensive experience addressing this specific type of issues and will apply their proven knowledge to develop tailored solutions that address the needs of the Village.

Goal 3: Develop and Manage Multi-Sector Objectives for Seamless Program Management & Execution of Projects that Improve the Quality of Life for Residents and Return on Investment.

The Village requires an experienced Program Management Team to execute an Implementation Plan for resilient stormwater and roadways infrastructure with a strong consideration of green infrastructure and sustainability innovations. The Village will be best served by a team with stellar Program Management capabilities to successfully deliver concurrent projects, while meeting all required quality, budget, and schedule metrics.

BV TEAM APPROACH: The Black & Veatch team has the capabilities and resources to address the Village's Program Management needs, based on our successful track record managing Programs of similar nature *(refer to our Project Experience in Tab E. Firm's Qualifications).* Our team is extremely well-versed on all program aspects such as scoping, scheduling, cost estimating, risk assessment, project/construction management, permitting, bidding and procurement support, architectural and engineering services, construction administration, construction inspection, **and support services via staff augmentation for roles such as public relationships, budgeting, procurement, and finance. Our proposed project and construction managers have all the required certifications and availability as requested by the Village.** Additionally, our professionals provide the Village with cutting edge technical applications and dynamic data analysis tools that facilitate approvals from FDOT, FDEP, RER/DERM and other regulators, and realize maximum benefits from Joint Project Agreements with entities such as Miami-Dade WASD.

Our professionals have successfully procured well over 1,000 permits in this region and have a unique understanding of the process. For example, we will make sure the proposed surface water improvements meet the Florida pollution abatement regulation and the requirements of other state and local regulatory agencies. We will also ensure the protective construction measure mitigates the issuance of construction moratoriums. Our success in permitting is attributed to four distinct aspects: knowledge of criteria, early agency coordination, proper documentation, and relationships built on years of trust with the agencies. The end result will be a Resilient and Sustainable Infrastructure Implementation Program for the Village, which will efficiently execute the required stormwater and roadways projects in an efficient and cost-effective manner that incorporates green infrastructure and sustainability innovations as key elements.



Tampa Bay Water Program Manager

Black & Veatch has served as Program Manager for Tampa Bay Water since 1998, completing numerous system analysis and master planning efforts for the successful integration of large-scale water supply expansion programs.

BENEFIT: World-class planning, design, and construction solutions and ability to interface with stakeholders as an integral part of the process, to successfully develop a Program strategy from concept to reality that will protect the Village's interests.

HISTORY OF FIRM & STRUCTURE OF PROPOSED TEAM

Since 1915, Black & Veatch has provided clients with consulting, engineering, construction, operations, and program management solutions. A Florida licensed professional engineering, geology, and architecture company, Black & Veatch has been serving clients in Florida for over 60 years and in South Florida for more than 30 years. We provide a full range of engineering services from our offices in Coral Springs, Lake Worth, Coral Gables, Fort Myers, Tampa, Orlando, and Jacksonville. With more than 400 professionals in Florida, including 50+ registered professionals, we are staffed to support projects of any size and complexity.

BLACK & VEATCH	Global firm with stellar reputation and extensive expertise in stormwater and green infrastructure modeling, design, and construction management, and hydrogeology and water quality. Leader in Program Management for execution of capital improvement projects of all sizes, with a focus on resilience and sustainability. Experienced Miami-Dade team is supported by our global network of 10,000+ professionals to provide expertise and support in all the areas required by the Village.
moffatt & nichol	Leaders in infrastructure for more than 75 years in some of the most challenging, at-risk environments. Moffatt & Nichol are leaders in waterfront planning, hazard mitigation, coastal engineering, and stormwater management providing resilient solutions. Notably, they have successfully supported the Village for many years.
BRIZAGA ASSESS. COMMUNICATE. ADAPT.	Founded in 2017, specializing in stormwater modeling, climate change, sea level rise and resiliency expertise, & coastal engineering solutions, Brizaga has in-depth knowledge of law, policy, & science communications, with experience in grant writing that may seek funding to help develop programs, support equity, & align with the National Flood Insurance Program that benefits the community.
ECT	Since 1988 ECT provides environmental and sustainability consulting solutions to meet needs of large-ale, complex projects and ongoing management and compliance programs nationwide. With professionals in more than 20 states, ECT specializes in natural resources, ecosystem restoration, remediation, water resource initiatives, and sustainability programs requiring cutting-edge technologies, effective permitting strategies, and responsive project management.
THE ENGINEERING COMPANY	Miami-Dade headquartered SBE & DBE specializing in design, project management & construction management of water and transportations systems. Experienced in delivering large-scale civil infrastructure projects for municipal agencies in South Florida. Projects include design and construction management of drainage systems, water and sewer systems, municipal roadways, site development and embankments, Program Management, scheduling and budgeting, and GIS.
GOAL ASSOCIATES	Established in 2014, providing civil engineering in transportation infrastructure improvement projects and civil land development projects for public and private clients. In-house services include transit evaluations, highway design, drainage analysis, complete street and multi modal corridor development, trail evaluation and design, traffic and safety analysis, planning studies, pavement management studies, signalization, lighting, maintenance of traffic and post design services.
HPF ASSOCIATES, INC.	Paul Abbott has spent his entire professional career in the design, development and construction industry, with projects ranging in magnitude from $750K to over $325M, including public and industrial infrastructure projects. As President of HPF, he manages projects across South Florida. Paul provided owners representation and lender certification services for a variety of municipal clients including the Village of Key Biscayne, the City of Sunny Isles and a variety of residential and multi-use commercial developers, assuring timely and budget conformance delivery.



BENEFIT: A local, proven Program Manager for resilient infrastructure projects.

Committed 100% to Seamless Execution & Delivery of the Village's Program.

CARLOS ORTEGA, PE | LEAD PROGRAM MANAGER

- Local Program Manager with 17 years of experience leading complex stormwater projects. Currently leading a Citywide stormwater program for the City of Miami.
- Carlos will be assigned full-time to this Program should Black & Veatch be selected.
- Manage large flooding & drainage control master plans and design projects focused on stormwater, road rehabilitation and bridge rehab.
- Proven experience developing design scopes and reviewing third-party stormwater plans and specifications, and site development projects.
- Experience working with FDOT on plan reviews for roadway drainage projects and compliance with specific guidelines and standards in adherence to Florida FAC.
- Managing program metrics to ensure finance, budget coordination, grants, cost analysis, scheduling, stakeholders, work force and engineering and scientific resources are all in sync for successful and uninterrupted Program execution.



CHARLES MOSELEY | TECHNICAL ADVISOR: PROGRAM MANAGEMENT/PROJECT PLANNING & CIP DEVELOPMENT & OPTIMIZATION

- Over 25 years of experience in design management, construction project management, field inspection services, project controls, administration, and compliance monitoring of Federal funds including serving on the North Miami Beach Water CIP implementing $114M in construction value.
- Charlie will leverage his comprehensive program management experience, project controls, and lessons learned during detailed project execution (Design, Permitting, Procurement, and Construction) to ensure all projects meet the Village's goals, schedules, and provide cost savings.



LYNETTE CARDOCH, PHD, LEED AP | PROJECT MANAGER: IMPLEMENTATION PROGRAM STRATEGY TASK LEAD/PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT/ SUSTAINABILITY & INNOVATION/RESILIENCE & SUSTAINABILITY

- Director of Resilience & Adaptation at Moffatt & Nichol, leading collaborative efforts to deliver comprehensive resiliency solutions and adaptation services in the coastal zone.
- A local coastal ecologist with over 20 years of experience in regulatory and water policies, coastal restoration, and urban and coastal resiliency, Lynette will ensure that the Program Strategy and Vision 2060 is set to maximize resilience benefits and the Village's return on investment.



PABLO GALA SERRA , PE | PROJECT MANAGER: INFRASTURCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (PRE-CONSTRUCTION) TASK LEAD/PROJECTS INITIATION & PROGRAM CONTROLS MANAGEMENT

- Pablo has 16 years of experience with infrastructures, roads, stormwater, hydraulic, pumps stations and treatment plant design managing the execution of the different identified projects. He has experience in engineering, procurement and construction as well as capital improvement programs and infrastructure programs similar to what the Villages is willing implement.



HERIBERTO TORRES , PE | PROJECT MANAGER: INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (CONSTRUCTION & DELIVERY) TASK LEAD/CONSTRUCTION MANAGER

- Heriberto has more than 20 years of field experience navigating complex projects, and successfully implementing forbearance schedules which decreased or eliminated liquidated damages while maximizing resources to stop project delays and cost overuns.



DERRICK LEWIS, PE | PROJECT MANAGER: STORMWATER MANAGEMENT

- As ECT's Southeast Water Resources Director, Derrick leads water resources consulting services and permitting including client management, agency coordination and consultation.
- Regularly works with federal, state, and local agencies such as Florida Department of Environmental Protection, Florida-based Water Management Districts, U.S. Environmental Protection Agency, and local governments.



GODFREY LAMPTEY, PE, PTOE | PROJECT MANAGER: ROAD RECONSTRUCTION

- Involved in research and practice of transportation planning and engineering for over 20 years.
- Experienced in developing minor, major and complex roadway projects utilizing both conventional design-bid-build and design-build methods of project delivery. This experience includes development of widening, resurfacing and reconstruction plans, planning studies and reports, signalization, lighting and signing and marking plans and public involvement.



ALEC BOGDANOFF, PHD | PROJECT MANAGER: PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT/STAKEHOLDER NBV LIAISON/PUBLIC RELATIONS

- Subject-matter expert and expert communicator. He has aided dozens of local governments in navigating the complexities of resilience and climate change, and how to communicate it.
- Directed outreach and education for the City of North Bay Village's Stormwater Master Plan, which included development of a communication strategy, assistance with creation of materials for print, social media, and newsletters, and planning and execution of public outreach meetings.

TAB E

FIRM'S QUALIFICATIONS

TAB E

Firm's Qualifications

ABILITY OF BLACK & VEATCH TO MEET MINIMUM QUALIFICATIONS REQUIREMENTS

The Black & Veatch team meets all the minimum requirements of this request for qualifications (RFQ), as described in the table below, and has the experience and technical capabilities to successfully deliver the comprehensive services required for the projects under this stormwater improvements & roadway reconstruction program management services contract.

The Village will benefit from our team's comprehensive capabilities, lessons learned, and tailored solutions that will result in cost savings while optimizing facilities and operations.

MINIMUM QUALIFICATIONS		BLACK & VEATCH TEAM QUALIFICATIONS/ REQUIREMENTS
Firm must be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida that has operated continuously for the last five (5) years under the same entity name.		**Depth of Experience:** Black & Veatch has been providing engineering consulting services for over 100 years, since its inception in 1915 and such services in Florida for over 60 years, since 1957.
Firm must provide documentation demonstrating three (3) previously completed or ongoing strategy, planning, architectural, engineering, and/or program management projects similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the referenced projects must have been contracted by a governmental agency.		**Proven Experience with Similar Size Facilities in South Florida:** The Black & Veatch team successfully delivered consultant services similar in magnitude to North Bay Village, such as North Miami Beach Water, Tampa Bay Water, Village of Key Biscayne, Miami-Dade County, City of Miami, and other project examples listed later in this section.
The Project Team/Key Personnel reported on Form 8 must possess the experience, licenses, certifications, expertise, educational training, and other relevant qualifications.		**Proven Project Team:** Our proposed key personnel have extensive experience with all of the proposed team / key personnel requirements. They have decades of experience delivering stormwater improvements and roadway reconstruction, and A/E services to mid- and large-sized utilities in Southeast Florida. Their experience includes management of projects in the design phase, assisting utilities during procurement, and providing client support during construction for projects both small and large scale.
Firm shall be appropriately licensed and registered in the State of Florida in the required field of service.		**Black & Veatch is registered to practice engineering in Florida** in accordance with Florida Statute 471. In addition, Black & Veatch holds a **contractor's license** with the State of Florida, as the company also provides design-build services to utility clients.

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Purchasing Department *RFQ # 2023-001*

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Black & Veatch Corporation
Firm Name

2121 Ponce de Leon Blvd., Suite 305, Coral Gables, FL 33134
Principal Business Address

Office: (786) 347-1288 | Direct: (913) 458-8883 — N/A
Telephone Number — **Facsimile Number**

MoseleyC@BV.com
Email Address

FEIN: 43-1833073 — City of Coral Gables: No. 234476 / Miami-Dade County: No. 6536354
Federal I.D. No. or Social Security Number — **Municipal Business Tax/Occupational License No.**

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 108 years

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

F98000006965 — 12/22/1998
Document Number — **Date Filed**

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Professional Engineer — 8132 — Original License Date: 02/19/1999, License Expiration Date: 02/28/2025
Category — **License No.** — **Date Licensed**

Please indicate the type of entity form of the Firm (if other, please describe):
□ **Individual** □ **Partnership** X **Corporation** □ **LLC** □ **LLP** □ **Other**_____

Please identify the Firm's primary business: Black & Veatch is a leading global engineering, construction, and consulting company specializing in infrastructure development in the fields of water, energy, and telecommunications.

Please identify the number of continuous years your Firm has performed its primary business: 108 years

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Purchasing Department *RFQ # 2023-001*

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Please see attached list of key staff certifications.			

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
N/A			

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to $X-Amount, No Cost, Other)
Rafael E. Frias, III, PE	Vice President	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	9,858
Total No. of Managerial/Administrative Employees	1,949
Total No. of Trades Employees by Trade	Please see attached list of employees by trade.

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Lockton Companies		Derek Spresser
Insurance Carrier Name		**Insurance Carrier Contact Person**
444 W. 47th Street, Suite 900 Kansas City, MO 64112	(816) 960-9000	kcasu@lockton.com
Insurance Carrier Address	**Telephone No.**	**Email**

Has the Firm filed any insurance claims in the last five (5) years? ☐ **No** ☒ **Yes** **If yes, please identify the type of claim and the amount paid out under the claim:** Black & Veatch Corporation (Black & Veatch), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Purchasing Department *RFQ # 2023-001*

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Black & Veatch is 100% employee owned.		

Please identify whether any of the owners/partners identified above are owners/partners in another entity:
X No □ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)
N/A		

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
N. Miami Beach Water	Samuel Zamacona	(305) 948-2967	samuel.zamacona@citynmb.com	2020
Tampa Bay Water	Maribel Medina	(727)791-2378	mmedina@tampabaywater.org	2021
City of Miami	Hector Badia	(305) 416-1236	Hbadia@miamigov.com	2022
Miami-Dade County	Marisela Aranguiz-Cueto	(786) 552-8894	marisela.aranguiz@miamidade.gov	2017
Village of Key Biscayne	Steve Williamson	(305) 365-5511	swilliamson@keybiscayne.fl.gov	2022

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

Form 2
Page 28 of 72

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

The following is list all professional licenses and certifications held by the firm, its qualifier/principal, and any key staff, including any active certifications, and the name of the entity that issued the license or certification.

LICENSE/CERTIFICATION TYPE	NAME OF ENTITY ISSUING LICENSE OR CERTIFICATION	LICENSE NO.	LICENSE ISSUANCE DATE
Rafael E. Frias, III, PE	Florida Board of Professional Engineers	61912	08/10/2004
Ed Rectenwald, PG	Department of Business and Professional Regulation	PG2469	12/05/2006
Carlos Ortega, PE	Florida Board of Professional Engineers	83211	07/06/2015
Pablo Gala Serra, PE	Florida Board of Professional Engineers	90447	12/16/2020
Heriberto Torres, PE	Florida Board of Professional Engineers	80216	12/04/2015
Michael Mazer, PE, PMP, Assoc. DBIA	Florida Board of Professional Engineers	86447	06/14/2018
Michael Mazer, PE, PMP, Assoc. DBIA	Project Management Institute	2020631	04/01/2017
Tammy Martin, PE	Florida Board of Professional Engineers	73892	07/25/2011
Thomas Raihl, CCM, PE	Florida Board of Professional Engineers	81489	06/22/2016
Jon Dinges, PE	Florida Board of Professional Engineers	54747	07/26/1999
Melissa Velez, LEED AP, PE	Florida Board of Professional Engineers	72508	08/02/2010
Steve King, PE	Florida Board of Professional Engineers	74954	03/01/2012
Danny Chadwick, CPE	American Society of Professional Estimators	CPE No. 1.4-000832-0811	08/24/2011
Abbie Wilson, PE	Florida Board of Professional Engineers	76900	06/18/2012
Michael Antinelli, PE, CFM	Florida Board of Professional Engineers	78513	07/03/2014
Derrick Lewis, PE	Florida Board of Professional Engineers	62965	02/28/2004
Robert Johnson, PE	Florida Board of Professional Engineers	39521	03/18/1988
Brent Morris, PE	Florida Board of Professional Engineers	68233	08/30/2007
Omar Herrera, PE	Florida Board of Professional Engineers	89107	02/26/2020
Godfrey A. O. Lamptey, PE, PTOE	Florida Board of Professional Engineers	68261	12/06/2007
Amazia Kiboko, PE, PTOE	Florida Board of Professional Engineers	49523	07/19/1995
Marilyn Markwei, PE	Florida Board of Professional Engineers	82703	03/08/2017

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

DISCIPLINE	NO. OF EMPLOYEES
Administrative	1,360
Architect	40
CADD Technician	904
Chemical Engineer	26
Civil Engineer	746
Construction Manager	292
Cost Engineer/Estimator	107
Electrical Engineer	857
Environmental Engineer	191
Environmental Scientist	34
Foundation/Geotechnical Eng.	46
GIS Specialist	15
Geologist	18
Mechanical Engineer	403
Project Manager	989
Safety/Occupational Health	121
Security Specialist	8
Structural Engineer	423
Technician/Analyst	880

FORM 9: REFERENCES

Please refer to Tab O. References, for the three (3) letters of reference submitted as part of our response.

Purchasing Department *RFQ # 2023-001*

FORM 9

REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: City of Miami

Reference Contact Person/Title/Department: Hector Badia | Interim Director Office of Capital Improvement

Contact Number & Email (305) 416-1236 | Hbadia@miamigov.com

Public Entity Size/Number of Residents/Square Mileage: The City of Miami has a population of 442,241 as of the 2020 census, it is the second-most populous city in Florida, and has 36 square miles of land.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) The City contracted with Black & Veatch to provide professionals to augment Miami OCI's CIP program management staff and provide support services to implement Citywide Capital Improvements and Transportation Programs. Under this task we are providing services associated with resiliency, road and stormwater infrastructure rehabilitation, and sea level rise mitigation, which are similar services as those needed for the Village's Program Management initiative. We are currently working with the City's Resiliency and Public Works (RPW) Dept. on the stormwater infrastructure program for seven sea level rise priority projects. Services for this program include management of pre-design services with subconsultants, coordination with the City's Procurement department for these projects, and assisting the City's RPW and OCI departments on accelerating design and construction completion of the priority projects.

Is the Contract still Active? Yes X **No** _____

FORM 9: REFERENCES

Purchasing Department *RFQ # 2023-001*

REFERENCE #2

Public Entity Name: North Miami Beach Water

Reference Contact Person/Title/Department: Andrea Suarez, Director or Samuel Zamacona, Deputy Director & CIP Director

Contact Number & Email Samuel Zamacona - (305) 948-2932, ext. 2576 | samuel.zamacona@citynmb.com

Andrea Suarez - (305) 948-2967, ext. 2983 | andrea.suarez@citynmb.com

Public Entity Size/Number of Residents/Square Mileage: NMB Water is the second largest utility in Miami-Dade County, serving approximately 180,000 people across six cities and unincorporated parts of the county with a robust water and sewer infrastructure system.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) In 2020, Black & Veatch was selected to assist North Miami Beach (NMB) Water develop its internal Capital Improvement Program (CIP) Program Management with a capacity valued at $106M. By augmenting NMB Water's utility staff, our deep bench of highly qualified Program & Project Managers, Construction Managers, and other Technical Experts ensured the successful delivery of NMB Water's ambitious CIP. By leveraging Black & Veatch's resources, experience, and systems to better support NMB Water, the Black & Veatch team is seamlessly integrating with City staff to ultimately drive water supply and treatment optimization, water quality benefits, achieve life cycle cost savings and enhanced operational flexibility.

Is the Contract still Active? Yes X **No** _____

FORM 9: REFERENCES

Purchasing Department *RFQ # 2023-001*

REFERENCE #3

Public Entity Name: Tampa Bay Water

Reference Contact Person/Title/Department: Maribel Medina, PE, PMP | Director of Planning & Projects

Contact Number & Email (727)791-2378 | mmedina@tampabaywater.org

Public Entity Size/Number of Residents/Square Mileage: Tampa Bay Water supplies wholesale drinking water to Hillsborough County, Pasco County, Pinellas County, New Port Richey, St. Petersburg and Tampa. They supply water to more than 2.5 million people through the governments they serve.

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on

Size/Scope of Work/Complexity) For over 20 years, Black & Veatch supported Tampa Bay Water with a variety of planning, engineering, construction and program management support for their large capital improvement program (CIP). In 2021, Tampa Bay Water selected Black & Veatch as the Integrated Program Manager and System Engineer for their 10 year CIP, which includes over $1.3 billion of capital improvement projects related to potable water supply, treatment and distribution. In this role, Black & Veatch is involved in extensive water supply planning and implementation support to meet the growing water demands of customers in Hillsborough, Pasco, and Pinellas Counties, and the Cities of New Port Richey, St. Petersburg, and Tampa.

Is the Contract still Active? Yes X **No** _____

PROFESSIONAL EXPERIENCE

As a leader in U.S. and global markets, Black & Veatch is proud to be one of the most diversified design, engineering, and construction management firms in the industry and is a top ranked Engineering News & Record firm across multi-sector categories. Black & Veatch delivers integrated solutions to meet the environmental challenges of today and of the future. Backed by a 100-year legacy of innovation, we leverage our experience and lessons learned to tailor solutions for water quality and supply, environmental, flood control, and climate change adaption to protect our client's assets and critical infrastructure facilities through cost savings and operational flexibility benefits.

The Village will benefit from our unique pedigree of highly-respected water business professionals that work across all water sectors. Black & Veatch has successfully completed more than $30 billion in capital improvements in the United States during the past 10 years. Our strength lies in the fact that we offer world-class project delivery on all phases of a project's lifecycle – planning, design, bidding services, construction phase services, construction observation services, and post construction services, such as commissioning and operations support.



BENEFIT: The Village will receive integrated solutions from a team with proven success and familiarity working together. The Black & Veatch team has planned, implemented, and managed CIP Programs for municipalities across South Florida and is ready to help envision the Village in 2060.

BLACK & VEATCH BY THE NUMBERS

FOUNDED IN **1915**

FLORIDA PRESENCE SINCE **1957**

2022 ENR RANKINGS

- **16** Top 500 Design Firms
- **8** Top 20 in Water
- **10** Top 25 in Sanitary/Storm Sewers
- **9** Top 50 in Water Treatment
- **9** Top 50 in Desalination Plants
- **8** Top 20 in Water Supply
- **23** Top 200 Environmental Firms
- **9** Top 25 in Wastewater Treatment
- **11** Top 50 in Sewer & Waste
- **9** Top 20 in Water Transmission
- **5** Top 10 in Underwater Facilities
- **10** Top 100 Design-Build Firms

325+ PROFESSIONALS IN FLORIDA

10.8k+ PROFESSIONALS WORLDWIDE

100+ YEARS

LEGACY OF **INNOVATION IN SUSTAINABLE** INFRASTRUCTURE

SEVEN FLORIDA OFFICES

OUR LOCAL OFFICE
2121 Ponce De Leon Blvd
Suite 305
Coral Gables, FL 33134



THOUSANDS OF PROJECTS EXECUTED IN FLORIDA DURING THE PAST 60+ YEARS

EXPERIENCE MATRIX

The Village will have access to staff specifically selected for the tasks that will be required under this Program and the expertise they bring to successfully deliver these tasks. The Scope of Services anticipated under this Program will encompass a diverse range of technical and delivery aspects. Our team brings the qualifications and ability to address all aspects of the work with in-depth knowledge of local conditions and availability to apply talent-to-task for the benefit of the Village and its stakeholders.

In addition to the Village's primary goal of improved infrastructure resilience, our team delivers the experience and expertise to achieve overreaching goals of sustainability, safety, and lifestyle enhancements across all economic development sectors. **BENEFIT: Maximized return on the Village's Program investment through improved community financial, social, and environmental benefits.**







FIRM	CLIENT NAME/PROGRAM/PROJECT	SCOPE	VALUE	STAFF AUGMENTATION
BV	**JEA** , Program Management Alliance; Jacksonville, FL	Water, Wastewater, Distribution/ Collection System & Energy	$1 Billion	✓
BV	**Tampa Bay Water**, System Engineer Program Management; Tampa, FL	Water Supply, Treatment & Transmission/ Distribution System	$1.4 Billion	✓
BV	**City of North Miami Beach**, Water Capital Improvement Program Management; North Miami Beach, Florida	Water, Wastewater, Distribution/ Collection	$114 Million	✓
BV	**Toho Water Authority**, CIP Program Management; Osceola County, FL	Water, Wastewater, Reuse	$500 Million	✓
BV/ M&N	**City of Miami,** Citywide Program Management Support Services; Miami, FL (Selected)	Water, Wastewater, Stormwater, Sea Level Rise, Distribution/Collection	$5 Billion	✓
BV	**PRASA,** Program Management Services; East Region, Puerto Rico	Water Supply, Water & Wastewater Treatment & Distribution/Collection	$2 Billion	✓
BV	**City of Memphis,** Sanitary Sewer Overflow Abatement Program; Memphis, TN	Sewers	$250 Million	✓
BV	**Village of Key Biscayne,** Resilient Infrastructure Program; Key Biscayne, FL	Multi-Sector Resilient Program Management	$300 Million	✓
M&N	**Village of Key Biscayne,** Coastal Engineering Beach Management; Key Biscayne, FL	Coastal Engineering, Beach Nourishment, CSRM Consulting	$2 Million	
M&N	**Swire Properties,** Back Bay Coastal Storm Risk Management Feasibility Study; Miami-Dade, FL	Back Bay CSRM, Nature-Based Solutions	$170,000	
BV/ M&N	**City of Charleston,** Sea Level Rise Strategy, Dutch Dialogues, USACE Protection Analysis; Charleston, SC	Visioning Workshop, Strategy & Planning, Flooding and Sea Level Rise Strategy	$564,000	
M&N	**City of Hampton,** Resilience & Green Infrastructure Design Improvements; Hampton, VA	Stormwater	$575,000	

ABILITY TO PROVIDE SERVICES FOR REQUESTED DISCIPLINES

Our team's proven water, wastewater, reuse, project management, and construction support services expertise, coupled with a strong, committed local engineering team, will ensure the Village receives reliable and resilient projects during the duration of this contract. **The Black & Veatch team, which includes our highly capable, local subconsultants, has the comprehensive capabilities to deliver all of the functional areas of interest required by this RFQ.** In addition to the summary below, we have provided expanded qualifications for several key areas of the contract in this section along with detailed past project examples provided to agencies similar in size to the Village.



PROGRAM MANAGEMENT

- Program Strategy
- Funding Sources & Planning
- Program Implementation
- Program Execution



STORMWATER IMPROVEMENTS

- Nature-Based Green Infrastructure Solutions
- Resilience Assessments
- Climate adaptation
- Drainage
- Water quality
- Multi-model transportation
- Pump stations



TRANSPORTATION ENGINEERING

- Roadway Reconstruction
- Traffic Calming
- Road Elevation
- Ponding
- Drainage
- Pedestrian Crossings
- Landscaping



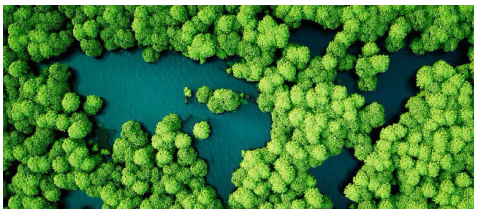
COASTAL PROTECTION/SEAWALL

- Storm Surge Evaluation
- Sea Level Rise Analysis



ENVIRONMENTAL ENGINEERING

- Identification of Environmental Regulatory Requirements
- Field Studies
- Characterization
- Modeling
- Impact Analysis
- Permit Preparation



WATER RESOURCES/HYDROLOGY & HYDRAULIC ENGINEERING

- Planning and Modeling
- Assessment and Restoration
- Water Quality Studies
- Groundwater Modeling



CONSTRUCTION ENGINEERING & INSPECTION

- Management
- Administration
- Constructability Reviews
- Bid Documents/Bid and Award Support



GEOTECHNICAL ENGINEERING

- Data Collection Foundations
- Embankments
- Grading
- Testing



STRUCTURAL ENGINEERING

- Bridges
- Docks
- Seawall Design and Permitting
- Buildings and Other Structures
- Structural Analysis
- Living Shorelines
- Permitting

PROGRAM MANAGEMENT

North Bay Village's commitment to implement more than $60M in stormwater and roadway improvements to address its coastal/storm flooding and sea level rise vulnerabilities will entail complex decisions and projects, as well as numerous stakeholders, aggressive schedules, and fiscal accountability.

Black & Veatch provides North Bay Village a partner with integrated experience to support all elements of this program. As a firm capable of supporting all functions, we provide a true single point of Program Management responsibility. Further, recognizing that the Program Manager will be precluded from follow-on projects, our integrated capabilities maximize future participants for those projects through our ability to deliver all services without the need for a major teaming partner.

As a leader in U.S. and global markets, Black & Veatch is proud to be one of the most diversified design, engineering, and construction management firms in the industry and is a top ranked Engineering News & Record firm across multi-sector categories. Black & Veatch delivers integrated solutions to meet the environmental challenges of today and of the future. Backed by a 100-yearlegacy of innovation, we leverage our experience and lessons learned to tailor solutions for water quality and supply, environmental, flood control, and climate change adaption to protect our client's assets and critical infrastructure facilities through cost savings and operational flexibility benefits.

Black & Veatch's key team members are excited to partner with the Village for the duration of the Program, ensuring consistent and response service at each stage. Our practical understanding and robust project management tools will enhance the Village's ability to make timely, value-based decisions during all phases and functions of the Program with a planning roadmap that is realistic and defensible.

The Village will have guaranteed Program success to build a stronger, more resilient and sustainable future through Black & Veatch's industry expertise, Envision® capabilities, and technologies. We will work in partnership with the Village to create the best blend of services, staffing, and contractual delivery methods for every project executed under the Program.

The program examples on this page demonstrate Black & Veatch's industry leadership and capabilities to implement large, complex programs with similar services to your contract.



JEA 10-Year Alliance Contract - Program Management & Project Execution Services

Under this contract, Black & Veatch professionals worked closely with JEA staff, establishing a project office within its corporate office and integrating resources such as safety and training programs and lesson learned with respect to human resource programs and other management topics.

With a capital cost of $500M and a program management cost of $20M, the program encompassed both water and sewer rehabilitation projects. Black & Veatch provided program support and project management services and coordinated 32 consultants under contract with JEA.

Within the first seven years, Black & Veatch performed 375 individual projects ranging in size from a few man-hours to 250,000 man-hours.

BENEFIT: The Village will receive innovative, sustainable yet practical solutions to Program challenges through Black & Veatch's experience and diversity of technical capabilities. We offer the depth of resources and breadth of expertise to serve as a reliable and trusted extension of the Village's staff.

STORMWATER ENGINEERING

The Village will benefit from Black & Veatch's comprehensive stormwater solutions team that is nationally and globally recognized for its ability to deliver cost-effective, integrated solutions for projects and programs large and small.

Our national team successfully blends engineering and science in water resources management – as well as decades of experience solving communities' most complex stormwater challenges – to provide a full spectrum of expertise across the entire project lifecycle.

We leverage our experience and lessons learned to tailor solutions that simultaneously provide multiple complementary benefits, including flood protection, water quality improvement, water reuse, ecological benefits and recreational/educational opportunities while optimizing life-cycle costs and providing operational flexibility. Our vision is to provide comprehensive water resource capabilities and a collaborative approach for the planning, design and construction management of solutions that support our clients' missions and objectives.

INDUSTRY LEADERSHIP

About Black & Veatch's Stormwater Team

- Leveraging broad expertise in watershed-scale planning and strategic resource management in leading development of the first comprehensive One Water master plan for the City of Winter Haven, FL.
- Completed the Sea Level Rise and Resilience Strategy for Charleston, SC, one of the oldest cities in the U.S.
- Delivered significant national and global award-winning projects, including Echo Park Lake in California, an international ASCE finalist for Outstanding Civil Engineering Achievement, and Lake Lenexa, and American Crown Community Award winner.
- Currently working with the Village of Key Biscayne to integrate their main stormwater management projects into the Village's Resilient Infrastructure Program in a manner that ensures a coordinated and effective execution of these projects with other concurrent projects in other areas such as roads and utilities upgrades.
- Will work closely with the Village in key areas such as hardening of pump stations and roadway drainage design, as well as green infrastructure as a part of roadway resilient measure.

OUR SERVICES

Our services have included funding and financing, peer review, studies and planning, preliminary and final design, construction phase services, and/or collaborative delivery on a wide variety of stormwater projects undertaken across the U.S. and abroad. In addition, our offerings have spanned from localized projects to state- and regional-scale programs.



Green Infrastructure/Water Quality

Our inter-disciplinary Team has developed successful green stormwater infrastructure (GSI), stream restoration, and sustainable planning projects across the country. This experience includes design, program management, construction oversight, and maintenance considerations. Our Team of local and national experts is highly motivated to create innovative solutions to revitalize communities, reduce flooding, improve water quality, restore natural resources, and integrate nature-based solutions to elevate climate resiliency.

Our services enable clients to:

- Create integrated, watershed-based plans that provide alternatives to expensive replacement and rehabilitation of aging infrastructure
- Meet regulatory requirements by leveraging cost-effective and multi-benefit sustainable solutions
- Maximize stormwater capture and infiltration potential while providing a water quality benefit
- Provide neighborhood amenities and green space while meeting multiple community-based objectives
- Maximize the amount of state, federal, and other alternative financing sources
- Prepare for long-term operation and maintenance



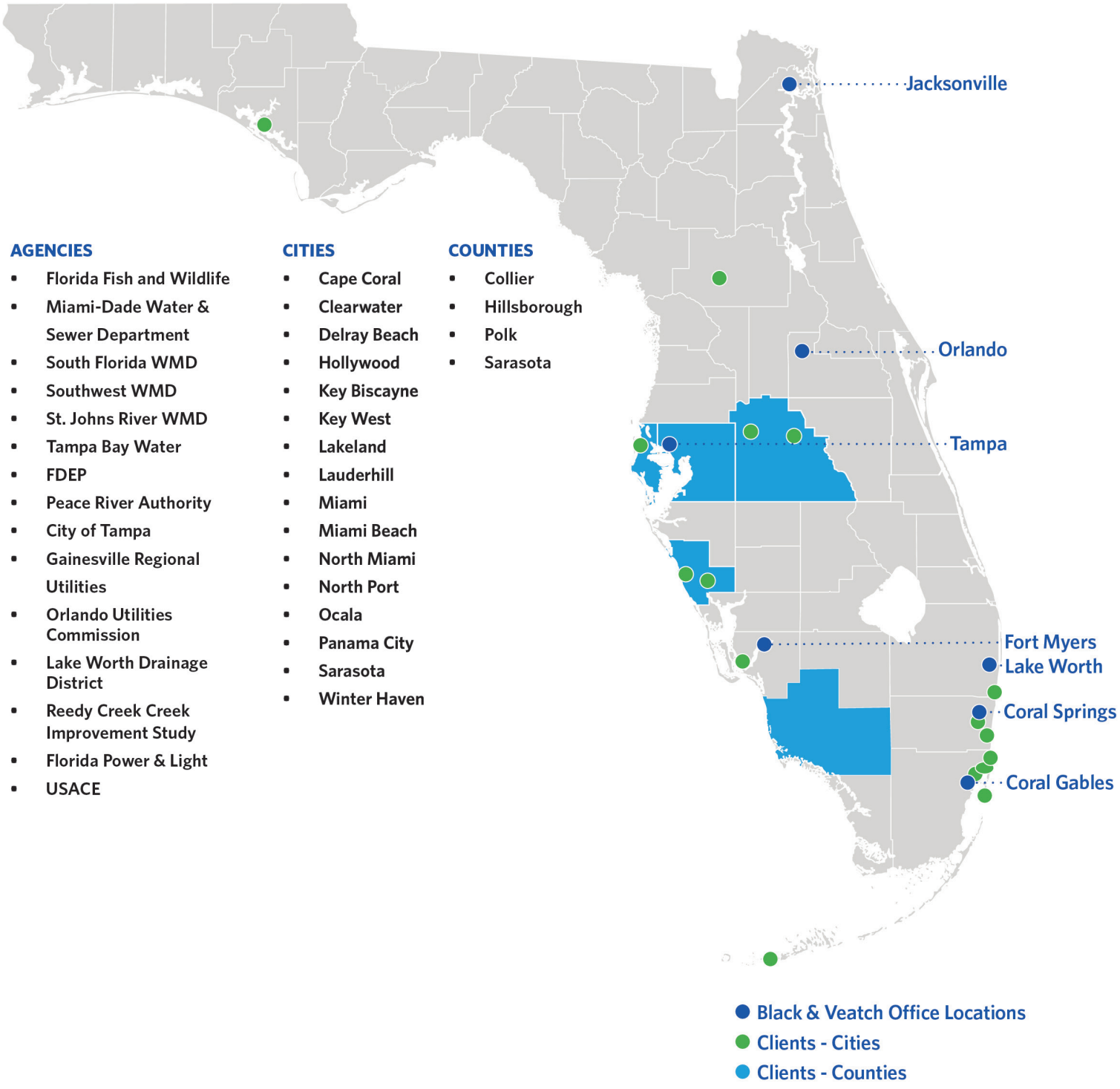
PROVEN SUCCESS IN STRATEGIC IMPLEMENTATION OF GREEN INFRASTRUCTURE

Strategic Implementation Scaled Up at Clean Water Partnership

Performance-based delivery has elevated our approach to building workforce capacity and strategically implementing complex projects. In 2021, Reed Blochberger and the team took the reins to implement Phase 3 of this program, and we are responsible for guiding the programmatic implementation managing design, construction, and maintenance of $128M of GSI that is distributed across the entire County. To date, this program has successfully delivered 4,000 green acres across more than 90 sites, requiring proactive planning and phasing to provide functional GSI.

Extensive Florida Stormwater Experience

The Black & Veatch team offers unique depth and breadth of experience, successfully delivering services for drainage, natural systems, water quality, multi-model transportation, pump stations, structures, and resilience throughout Florida. Black & Veatch has provided continuous service to our Florida clients since the late 1950s. We have provided stormwater general engineering contract services for the following counties, municipalities and agencies.



AGENCIES

- Florida Fish and Wildlife
- Miami-Dade Water & Sewer Department
- South Florida WMD
- Southwest WMD
- St. Johns River WMD
- Tampa Bay Water
- FDEP
- Peace River Authority
- City of Tampa
- Gainesville Regional Utilities
- Orlando Utilities Commission
- Lake Worth Drainage District
- Reedy Creek Creek Improvement Study
- Florida Power & Light
- USACE

CITIES

- Cape Coral
- Clearwater
- Delray Beach
- Hollywood
- Key Biscayne
- Key West
- Lakeland
- Lauderhill
- Miami
- Miami Beach
- North Miami
- North Port
- Ocala
- Panama City
- Sarasota
- Winter Haven

COUNTIES

- Collier
- Hillsborough
- Polk
- Sarasota

TRANSPORTATION ENGINEERING

The safe and efficient movement of people, goods and vehicles is the focus of our traffic and transportation engineering practice.

Because our team understands that traffic relates to, is impacted by, and itself affects other facets of development, our team provides a holistic approach to solving and providing insight into traffic engineering challenges that can be typical of our region.

Our team will incorporate ideas such as multi-modal solutions, intelligent transportation systems, and complete streets into traffic and transportation designs, studies and analyses that effectively optimize transportation solutions. Whether designing to maximize on-site parking, performing analyses to determine traffic patterns or preparing signal plans, our team focuses on providing solutions that address the needs of each task work order.

Our approach ultimately yields professional, reliable and cost-effective results that allow our clients to meet all of the goals and regulatory requirements essential to the successful completion of their projects.

Our team can provide a wide range of transportation engineering solutions including but not limited to:

- Roadway Design and Drainage
- Traffic Engineering Studies
- Traffic Signaage Timing
- Right-of-Way Improvements
- Signing and Pavement Marking
- Lighting
- Signalization
- Channelization
- Subarea/Corridor Planning
- Land Planning/Engineering
- Elevations/Changes in Road Configurations
- Transportation Statistics
- Utility Coordination
- Public Involvement

Our team includes Goal Associates, which has extensive experience designing and managing numerous transportation projects for multiple clients in South Florida, including the Village, and offering a tailored approach for every project. Their experience includes transit evaluations, highway design, drainage analysis, complete street and multimodal corridor development, multimodal trail evaluation and design, traffic and safety analysis, planning studies, pavement management studies, signalization, lighting, maintenance of traffic and post design services. In addition, all of Goal Associates' proposed staff, have experience and knowledge of Green Infrastructure/Roadway & Drainage, green transportation infrastructure ideas are considered on roadway design.

ROADWAY EXPERTISE

Goal Associates has designed and managed numerous transportation projects within South Florida and has extensive experience working with state and municipal clients including the Florida Department of Transportation.



COASTAL PROTECTION / SEAWALLS

Black & Veatch designs sustainable projects for drainage, estuarine, and coastal environments and help coastal communities adapt to climate change. We work closely with developers and planning authorities to protect people and property, guard habitats, and safeguard the wider environment.

The Black & Veatch team brings the Village unmatched experience and knowledge of coastal resilience. **Our team examines risks and solutions through an 'Adaptive Capacity' framework. This means that any action must not only improve the resilience of a community but must also make financial sense to ultimately improve a community's ability to adapt.** Our team is a part of the Business Case for Miami Beach's Stormwater Resilience Program and the Business Case for Resilience in Southeast Florida. South Florida's unique challenges with regard to sea level rise, including storm surge, porous limestone, leaching septic tanks, ecosystem health, and an aging regional flood control system, create a complex web of interconnected systems that must be considered fully to effectively and responsibly implement any project.

RESILIENCE EXPERTISE

Michael Antinelli, PE

Brizaga's Michael Antinelli, PE serves as the Chair of the Committee on Resilience and Sustainability for the American Society of Civil Engineers, Florida Section. Michael served as a member of the "Living with Water" work group as part of the Rockefeller Foundation's 100 Resilient Cities and serves as the Co-Chair of the South Florida tri-county chapter of Coasts, Oceans, Ports and Rivers Institute (COPRI) within ASCE.



OUTREACH SUPPORT

Brizaga will also support outreach and engagement for this project. **Their goal is to communicate science-based information that engages the public, community leaders, and subject matter experts, regardless of education and technical background.** They will use a variety of methods and multimedia tools in a collaborative and meaningful way to help the community understand the science and technical information behind the resilience program and proposed projects, taking knowledgeable actions to protect quality of life and the health of the community. Our team also has deep experience engaging communities on the complicated topics of resilience and adaptation.

Brizaga believes engagement must be entrained in the entire project and when convenient for stakeholders. This is why they developed a 24-7 engagement approach that allows residents, businesses, visitors, and other stakeholders to engage when it is convenient for them. They conduct interactive media-first engagements that educate and deeply build the public will for action. They focus on meeting people where they are, which means being flexible to accommodate what works best for each community. This could be by using their preferred platforms, implementing, or even innovating new methods. **We understand that to build strong and resilient communities, equity must be at the front of what we do. We help implement the arrangements necessary for a genuinely equitable outreach engagement.** This may include translating meetings or materials, meeting after regular business hours, or other accommodations to encourage public participation. We want everyone to feel welcome and able to participate.

ENVIRONMENTAL ENGINEERING

The Village will receive comprehensive, sustainable urban planning solutions for its stormwater and road infrastructure needs. Our inter-disciplinary team has developed successful green stormwater infrastructure (GSI), stream restoration, and sustainable planning projects across the country.

Our experience includes design, program management, construction oversight, and maintenance considerations. Our team of local and national experts is highly motivated to create innovative solutions to revitalize communities, reduce flooding, improve water quality, restore natural resources, and integrate nature based solutions to elevate climate resiliency.

Our services enable the Village to:

- Create integrated, watershed-based plans that provide alternatives to expensive replacement and rehabilitation of aging infrastructure
- Meet regulatory requirements by leveraging cost-effective and multi-benefit sustainable solutions
- Maximize stormwater capture and infiltration potential while providing a water quality benefit
- Provide neighborhood amenities and green space while meeting multiple community-based objectives
- Maximize the amount of state, federal, and other alternative financing sources
- Prepare for long-term operation and maintenance

Our team has experience implementing green infrastructure into site development projects, transportation corridors, and infrastructure retrofits. This experience includes mixing GSI solutions alongside traditional stormwater management to find the right balance for our clients between cost, water quality improvements, stormwater retention, and public acceptance. Typical GSI features in our approach include:

- Bioswales
- Permeable Pavement
- Bioretention Facilities
- Subsurface Storage
- Rain Gardens
- Stream Restoration

Our team's local experience, coupled with access to our national stormwater and green infrastructure expertise, will guarantee the Village a positive outcome from project conception to final implementation.

ACCESS TO OUR LOCAL GREEN INFRASTRUCTURE EXPERTISE

Reed Blochberger, PE

Reed is experienced with Green Infrastructure, particularly for Florida. With 10 years of experience in drainage infrastructure design, H&H modeling, and watershed planning, Reed understands how Green Infrastructure plays into the larger picture of stormwater management. He brings local expertise in drainage infrastructure evaluation. His project experience includes H&H modeling, floodplain analysis, storm drain design, scour calculations, drainage master plans, site drainage, dam EAP updates, drought planning, and reservoir operations.





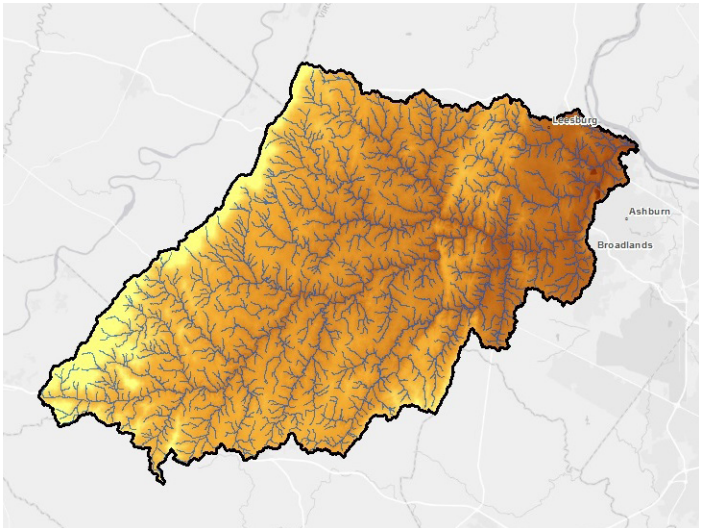
ECHO PARK PROJECT, CA

Our award-winning Echo Park project for the Los Angeles Bureau of Engineering demonstrates the commitment that Black & Veatch has to developing high-quality, sustainable designs that are an asset to the community and water resources.

HYDROLOGY AND HYDRAULIC ENGINEERING

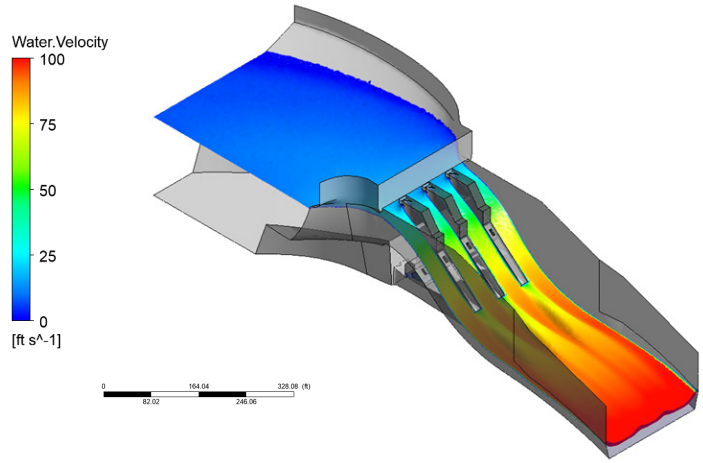
Modeling and Analysis

Team personnel have combined scientific research and applied engineering concepts to develop models that address the effects of both simple as well as complex environmental processes. The Village will benefit from our extensive experience on fundamental tasks such as monitoring, data research and interpretation, field reconnaissance, surveying, and interviews with local citizens. We have studied and analyzed a wide variety of system types, from small stormwater management systems to large-scale regional watershed and lake diagnostic/restoration projects. We maintain a comprehensive library of hydrologic/hydraulic computer software that our experts use routinely to solve a variety of water related problems. Some of the models our team uses on a routine basis include:



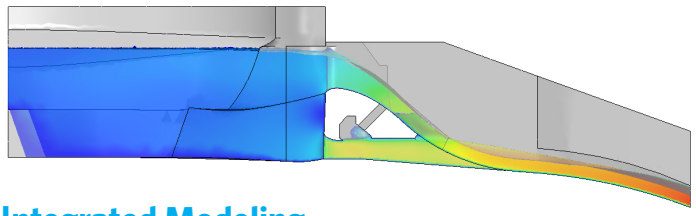
Surface Water - Event and Continuous Simulation

- **HSPF**
- **ICPR4**
- **SWMM**
- **EFDC**
- **CE-QUAL-W2**
- **QUAL2K**
- **WASP**
- **BathTub**
- **XPSWMM**
- **HEC-HMS**
- **SWMM**
- **QUAL2KW**
- **QUAL2E**
- **LAKE2K**
- **LoadEst**



Water Quality Modeling

- **HSPF**
- **WASP**
- **CEQUAL**
- **QUAL2EU**
- **PRZM**
- **EXAMS**
- **BASINS**
- **SWMM**
- **WAM**



Integrated Modeling

- **MikeSHE and Proprietary spreadsheet models**

Groundwater Only

- **GMS MODFLOW**
- **AQTESOLV**
- **GFLOW**
- **Groundwater Vistas**
- **Visual MODFLOW**

Hydraulic/Water Surface Profile

- **EXTRAN**
- **HEC-RAS**
- **FLOW2D**
- **STWAVE**
- **ACES**
- **TUFLOW**
- **EFDC**
- **CE-QUAL-W2**
- **ANSYS CFD**
- **VisualPlumes**
- **CORMIX**

Watershed

- **LSPC**
- **HSPF**
- **WAM**
- **GWLFe**
- **MapShed**
- **STEPL**
- **ICPRv4**
- **BASINS**
- **P8**
- **PCSWMM**
- **EPASWMM**
- **InfoSWMM**
- **Mike Urban**
- **Infoworks ICM**

CONSTRUCTION ENGINEERING AND INSPECTION

Black & Veatch is not only a consulting and design firm; we are also a construction company. The Village will receive access to our comprehensive construction phase services for successful construction delivery, including:

Construction Cost Estimating

As a leading contractor in the water and wastewater industry, **over half of our company's project volume comes from design-build projects.** The resulting expertise and available estimating tools and resources enable us to develop accurate construction cost estimates to support the budgeting process.

Bidding Phase Services

Black & Veatch routinely administers the advertising of construction contracts and will help receive competitive bids from qualified contractors and timely award of the contract. **We will help maximize the competition on projects, and recommend the bid providing the best value.**

Construction Phase Services

A full array of field and office related construction services can be provided to ensure that the construction work is being carried out in accordance with the contract.

Following construction, we will prepare record drawings to document changes that occurred during construction.

Construction Management

Our team offers a combination of proven construction management experience and technical excellence to drive its projects through construction to successful startup and operation. Black & Veatch manages projects in a manner that provides our clients with control of project safety, cost, schedule, and quality using our integrated construction management system and experienced engineers and construction personnel.

Construction Cost Estimates

Accurate construction estimates are a key element that will help the Village properly budget and control project costs. **Black & Veatch is also a leading contractor in the water and wastewater industry.** The resulting expertise and available estimating tools and resources enables us to develop accurate construction cost estimates to support the budgeting process.

The Village will receive Cost-Effective Construction Management Solutions and Accurately Evaluate Construction Cost Estimates. We will do this by:

- Leveraging our Florida-based construction estimators to evaluate cost estimates that can be used to balance beneficial project features with our clients' construction budgets.
- Utilizing our experience as a construction company to engage professionals in constructability reviews to ensure the proposed design solutions are practical and can be built, minimizing the potential for change orders.
- Utilizing our Florida-based operations team to deliver cost-effective solutions that promote safety and ease of operations and maintenance.
- Following Black & Veatch's established quality assurance and quality control procedures and performing regular project quality audits to ensure compliance with all quality procedures.
- Providing independent project quality reviews and verification of project deliverables.

STRUCTURAL ENGINEERING

Black & Veatch has extensive experience with structural engineering and design encompassing structural repairs, rehabilitation, and replacement. **Our structural engineering group holds professional engineering registrations in 46 states, including Florida, and have a range of experience in concrete, steel, masonry and timber construction.** These professionals are well versed in various methods of project delivery and continually are involved the improvements and repairs on a variety of facilities. Our team will be focused on ensuring the structural packages developed by others will meet the Village's specific standards.

Black & Veatch has experience providing erection drawings, fabrication drawings, bills of material, point-to-point bolt lists, and field assembly lists. Our team has worked with clients across Florida and the U.S. to address structural analysis and improvements, rehabilitations and repairs to maintain plant reliability, support and foundation design, site plans, permitting, and construction support. This experience allows us to effectively evaluate the quality of the structural packages that will be developed as part of the projects of this Program.

GEOTECHNICAL ENGINEERING

Our local geotechnical engineering team is highly experienced providing services such as site investigation, slope stability assessment, sinkhole assessment/ remediation, and recommendations for facility siting. Geotechnical scope for begins very early in the project and includes the following services:



- Construction support, including geologic studies.
- Preliminary and detailed design subsurface investigations
- Geophysical data collection
- Geologic hazard assessment
- Seismic hazard and ground response analysis
- Foundation design recommendations
- Geotechnical modeling
- Geotechnical construction considerations
- Groundwater and contaminant transport studies
- Design of combustion waste facilities
- Static and dynamic site stability evaluation
- Ground improvement remediation works

This experience gives the Black & Veatch team unique capabilities to evaluate the geotechnical work that will be developed for the Village as part of the Program.

Black & Veatch has developed a close rapport with our staff and offers complete access to all Black & Veatch staff and experts. This policy allows City staff to solicit and receive quick feedback and responses when questions or new tasks arise. Thus, the City is able to make confident and well-informed decisions based on Black & Veatch's recommendations input. Based on their performance on this contract, I would not hesitate to recommend Black & Veatch to other utilities."

- JOHN BANKS, PE, CIP MANAGER | CITY OF VENICE

PUMP STATION DESIGN MANAGEMENT

Black & Veatch brings experience and expertise in virtually every type of pumping condition, pumping equipment, piping size and material, control scheme, and power source.

We designed all types of pumping stations as stand-alone projects and as integral components of treatment facilities. Our experience includes pump stations with different types of pumping equipment, including horizontal centrifugal, vertical turbine, axial flow, and submersible pumps; constant speed or variable speed capability. Black & Veatch pump stations designs provide maximum flexibility to allow for pumping over a wide range of capabilities. In addition, our designs include pump stations that resemble and are compatible with local aesthetics, each tailored to the particular capacity and head conditions of the project.

Black & Veatch works with utilities to develop tools to help operators reduce energy use at new and existing pumping stations. For example, we develop dashboards that help operators understand real time conditions and see on the same display on/off peak rate schedules and alarms of energy spikes to minimize demand charges.

The above experience gives our team unique capabilities to manage the designs of all types of Stormwater Pump Stations for the Village and ensures that all these projects are delivered by others meeting all the required quality, budget and schedule metrics.

TABLE 1. Pump Station Design Experience

Effluent Pump Station Evaluation; Miami-Dade Water and Sewer Department, FL	Evaluation of eight existing pumps (rated at 500 HP each) and whether they should be rehabilitated or replaced
Key West Dennis Street Stormwater Improvements; City of Key West, FL	New stormwater pump station
Dr. Phillips Master Pump Station PS 3151; Orange County Utilities, FL	New station; six submersible pumps 1,000 gpm each; electrical building, VFD, generator, odor control
Southwest Pump Station PS 3597; Orange County Utilities, FL	Design only; five submersible pumps 1,125 gpm each; rehab/expanded wetwell; new electrical building, VFDs, generator, and odor control
OCU South Water Reclamation Facility; Orange County Utilities, FL	Plant expansion to 56 MGD; multiple pumping systems; new electrical, VFDs, SCADA; generators
Hamlin Groves Trail Orange County Utilities, FL	Design complete. Designed for six submersible pumps at 3,000 gpm each, new station; four submersible pumps at 3,000 gpm each; electrical building, VFD, generator, odor control



LOCAL EXPERIENCE

Effluent Pump Station Evaluation | Miami-Dade, FL

Black & Veatch evaluated the effluent pump station at the 160 MGD AADF Central District Waste Water Treatment Plant (CDWWTP) to determine its ability to accommodate the expected increase in peak flows and reduction of overall average flows resulting from Ocean Outfall Legislation requirements.

"Throughout the project Black & Veatch was committed and proactive towards ensuring that JEA's expectations exceeded. Based on Black & Veatch's extensive, successful track record of providing quality professional engineering, I would strongly recommend their services to other utilities."

- JIM CONNOLLY, PE
MANAGER, JEA

Utility Systems Hydraulic and Transient Modeling

Infrastructure modeling and planning is a core competency at Black & Veatch, and has been for decades. We are industry leaders when it comes to the best practices of analyzing distribution systems throughout the country and are involved with authoring many of the manuals and guidelines used in the water industry. We understand distribution system hydraulics and provide world class services and solutions to clients.

Black & Veatch has completed hundreds of water system models and master plans throughout the country, Florida, and South Florida, including Broward and Miami-Dade County.

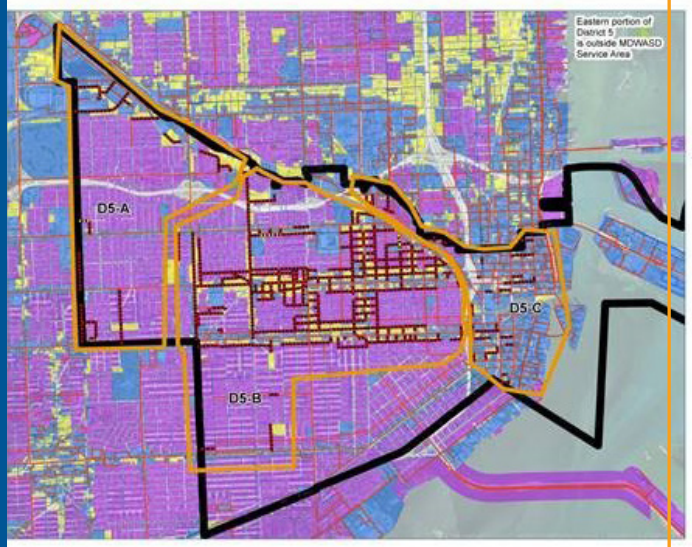
Hydraulic modeling in Florida and other coastal communities in the Southeast has its nuances. Elevations are typically flat requiring numerous pump stations and force mains manifolded together and pumping against each other. **There is increased inflow & infiltration (I/I), seasonal groundwater infiltration (GWI) contributions, and large/lengthy storm events which can make flow characterization more complex.** The Black & Veatch Team has a long history of hydraulic modeling in Florida, and a comprehensive understanding of these nuances.

The extensive experience of the Black & Veatch team in this highly technical area will be extremely valuable to the Village to support the analysis of different scenarios based on modeling results and determine the appropriate guidelines and direction for creating or modifying the subsequent designs that will become part of the Program.

PROVEN INDUSTRY EXPERIENCE

Miami-Dade Water and Sewer Department, Florida

MDWASD engaged Black & Veatch to provide a plan, including planning level cost estimates and project schedules, to proactively upgrade the deficient local distribution system in non-residential areas to meet current system standards as a way of encouraging economic development and to provide a more reliable distribution system that meets non-residential fire flow needs. The plan used MDWASD's water system model in InfoWater and their integrated GIS to identify deficient infrastructure and to provide a plan to upgrade water service to commercial and industrial areas which included proposed funding in the water and sewer five-year capital program.



PROFESSIONAL LICENSES

Florida House Bill 1193, as passed by the Florida Legislature in the 2020 Regular Session, removes the requirement that a Professional Engineer, Geologist, or Architect obtain a separate business license in addition to the occupational license issued to the individual. There is no longer a license to obtain or renew as a company license. Black & Veatch and its subconsultants are listed on the State's current free registry and maintain "active" status. Below are our team's firm and individual Florida professional licenses. Please refer to Tab M. Insurance for our teams' certificates of insurance.

Black & Veatch Corporation

Local Business Tax Receipt
Miami–Dade County, State of Florida
- THIS IS NOT A BILL - DO NOT PAY

6536354

RECEIPT NO.
RENEWAL
6281141

LBT

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
BLACK & VEATCH
CORPORATION
2121 PONCE DE LEON BLVD
STE 305
CORAL GABLES, FL
33134-5274

OWNER
BLACK & VEATCH CORPORATION
C/O STEVE EDWARDS, PRES

SEC. TYPE OF BUSINESS
212 CONSULTANT

PAYMENT RECEIVED
BY TAX COLLECTOR
60.00 09/26/2022
INT-22-427241

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or non-governmental regulatory laws and requirements which apply to the business.
The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.
For more information, visit www.miamidade.gov/taxcollector

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CITY OF CORAL GABLES, FLORIDA
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ANNUAL FIRE INSPECTION FEE RECEIPT
THIS IS NOT A BILL-DO NOT PAY

CUST. NO. 234476
RECEIPT NO.
BT-0025015535

2022-2023

BUSINESS NAME: BLACK & VEATCH CORPORATION
DBA NAME: BLACK & VEATCH CORPORATION
LOCATION: 2121 PONCE DE LEON BLVD 305

CLASSIFICATION:	NO. OF UNITS	UNIT DESCRIPTION	AMOUNT PAID: $ 418.40
1 Consultant	3	PERSONS	
2			
3			
4			
5			
6			

SQUARE FOOTAGE OF SPACE: 1199 *BUSINESS TAX RECPT RENEWAL*
VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2023
** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

State of Florida
Department of State

I certify from the records of this office that BLACK & VEATCH CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 22, 1998.

The document number of this corporation is F98000006965.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 19, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of July, 2022

Secretary of State

Tracking Number: 2156095829CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FRIAS, RAFAEL E. III
10162 EMERSON STREET
PARKLAND FL 33076

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Melanie S. Griffin, Secretary
Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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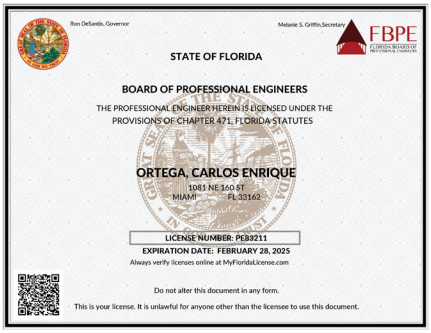
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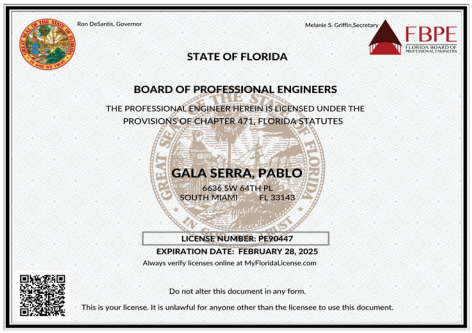
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BLACK & VEATCH CORPORATION
3955 MCGREGOR BLVD.
FORT MYERS FL 33901

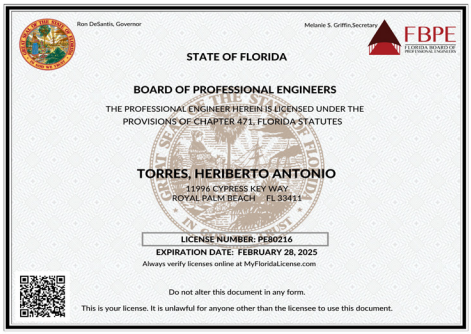
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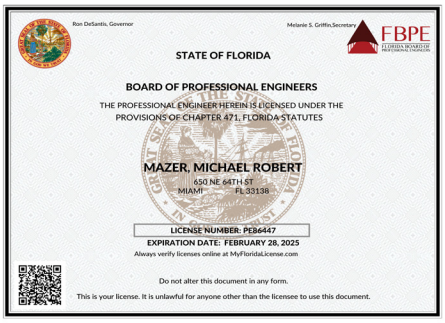
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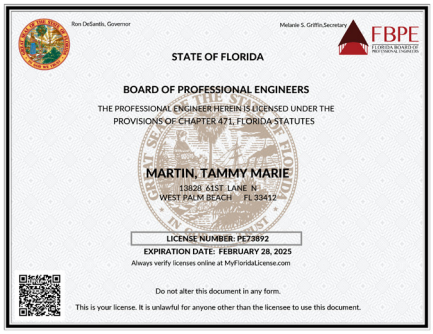

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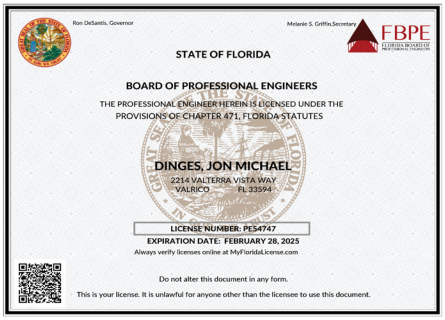

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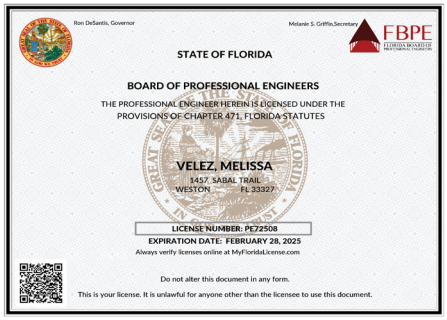

Project Management Institute.
THIS IS TO CERTIFY THAT
MICHAEL MAZER
HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL
Project Management Professional (PMP)®
IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE
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PMP® Original Grant Date: 01 April 2017
PMP® Expiration Date: 01 April 2026

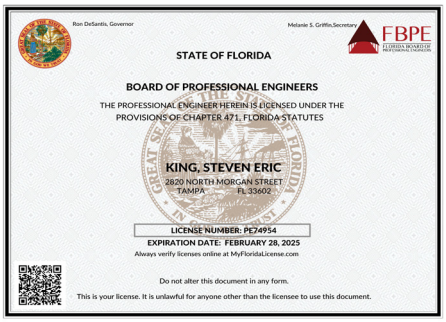

American Society of Professional Estimators
This is to certify that
Danny Chadwick, CPE
Having given satisfactory evidence of the necessary qualifications as required by the Certifying Body of the American Society of Professional Estimators has achieved the highest level of recognition as a
Certified Professional Estimator
In the Discipline of
1.4 General Construction
David Biddle, FCPE
Certification Committee Chairman
Chris Morton, FCPE
ASPE National President
CPE Number 1.4-000832-0811
CPE Original Issued 26 August 2011
Cycle End Date 12/31/2023


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Licensee Information
Name: RAHL, THOMAS EDWARD (Primary Name)
Main Address: 106 SOUTH 6TH STREET NEW HYDE PARK New York 11040 OUT OF STATE
County:
License Mailing: 106 SOUTH SIXTH STREET NEW HYDE PARK NY 11040 OUT OF STATE
County:
License Location: 3555 PORTOFINO ISLE APT C3 COCONUT CREEK FL 33066 BROWARD
County:
License Information
License Type: Professional Engineer
Rank: Prof Engineer
License Number: 81489
Status: Current,Active
Licensure Date: 06/22/2016
Expires: 03/28/2025
Special Qualifications: Qualification Effective
Environmental 06/22/2016
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Moffatt & Nichol

State of Florida
Department of State

I certify from the records of this office that MOFFATT & NICHOL, INC. is a California corporation authorized to transact business in the State of Florida, qualified on June 10, 1985.

The document number of this corporation is P06383.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 12, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

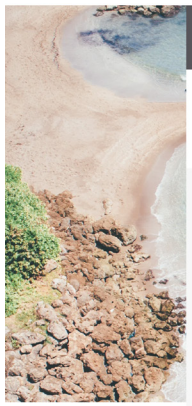
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of January, 2023

Secretary of State

Tracking Number: 3123500078CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *10:19:44 AM 2/14/2023*

Licensee Information

Name:	MOFFATT & NICHOL (Primary Name)
Main Address:	4225 E. CONANT STREET, SUITE 101 LONG BEACH California 90808
County:	OUT OF STATE
License Mailing:	4225 E. CONANT STREET, SUITE 101 LONG BEACH CA 90808
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	4877
Status:	Current
Licensure Date:	12/04/1987
Expires:	

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

LBT

7171776

RECEIPT NO.
RENEWAL
7450679

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
MOFFATT & NICHOL INC
2937 SW 27TH AVE STE 101A
MIAMI, FL 33133-3772

OWNER
MOFFATT & NICHOL INC
C/O ERIC NICHOL, MOFFATT & NICHOL INC
Employee(s) 6

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM
LIC4877

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/22/2022
INT-22-423371

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Moffatt & Nichol



GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Lynette Cardoch

HAS ACHIEVED THE DESIGNATION OF

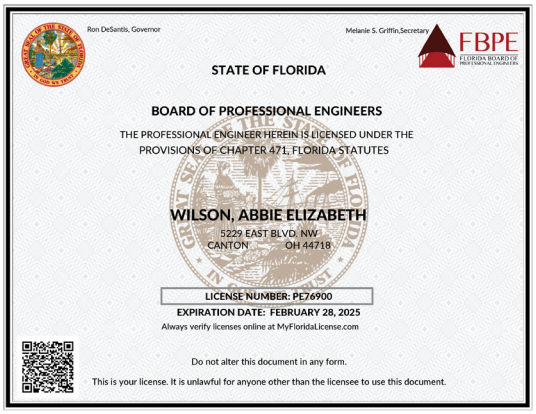
LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman — June 30, 2009 — Date Issued — Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE

FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

WILSON, ABBIE ELIZABETH

5229 EAST BLVD. NW

CANTON OH 44718

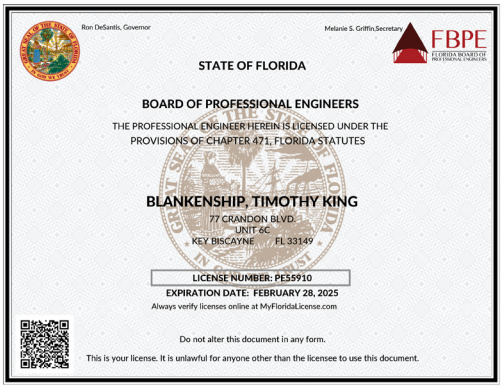
LICENSE NUMBER: PE76900

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BLANKENSHIP, TIMOTHY KING

77 CRANDON BLVD.

UNIT 6C

KEY BISCAYNE FL 33149

LICENSE NUMBER: PE55910

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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Brizaga

State of Florida
Department of State

I certify from the records of this office that BRIZAGA, INC. is a corporation organized under the laws of the State of Florida, filed on May 15, 2017, effective May 15, 2017.

The document number of this corporation is P17000043548.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 10, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of February, 2023

Secretary of State

Tracking Number: 3239244013CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, **2022** THROUGH SEPTEMBER 30, **2023**

DBA: BRIZAGA
Business Name: BRIZAGA INC
Receipt #: 327-284454
Business Type: BUSINESS/FINANCIAL/CONSULTANT (CONSULTING)

Owner Name: ALEC BOGDANOFF
Business Location: 2101 W COMMERCIAL BLVD STE 4600 FT LAUDERDALE
Business Opened: 06/01/2017
State/County/Cert/Reg:
Exemption Code:
Business Phone: 9548343533

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BRIZAGA INC
2101 W COMMERCIAL BLVD STE 4600
FT LAUDERDALE, FL 33309-3007

Receipt #WWW-22-00032976
Paid 11/08/2022 3.30

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, **2022** THROUGH SEPTEMBER 30, **2023**

DBA: BRIZAGA
Business Name: BRIZAGA INC
Receipt #: 327-284454
Business Type: BUSINESS/FINANCIAL/CONSULTANT (CONSULTING)

Owner Name: ALEC BOGDANOFF
Business Location: 2101 W COMMERCIAL BLVD STE 4600 FT LAUDERDALE
Business Opened: 06/01/2017
State/County/Cert/Reg:
Exemption Code:
Business Phone: 9548343533

Rooms	Seats	Employees	Machines	Professionals
		2		

Signature

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	3.30	0.00	0.00	0.00	0.00	36.30

Receipt #WWW-22-00032976
Paid 11/08/2022 3.30

CITY OF FORT LAUDERDALE BUSINESS TAX YEAR 2022-2023

Business Tax Division
700 NW 19TH AVE. | FORT LAUDERDALE, FL 33311 | (954) 828 - 5195

Business ID: BT-GEN-23010027 **Business Name:** BRIZAGA INC

Business Address: 2101 W COMMERCIAL BLVD

ALEC S BOGDANOFF
BRIZAGA INC
2101 W COMMERCIAL BLVD
FORT LAUDERDALE FL 33309

TAX CATEGORIES
406201 BUSINESS CONSULTANT

Contact: ALEC S BOGDANOFF
Business Email: Alec@Brizaga.Com

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have closed or moved out of the city, please email businesstax@fortlauderdale.gov and include the Business ID #.
- A transfer of business location within city limits is subject to zoning approval. Complete a Business Tax Transfer Application online to obtain the necessary approval. A transfer fee of 10% of the Business Tax fee applies, not less than $3.00, no more than $25.00.
- If you have sold your business, please email a copy of the Bill of Sale to businesstax@fortlauderdale.gov and include the Business ID #. A transfer of ownership will incur a transfer fee of 10% of the Business Tax fee, not less than $3.00, no more than $25.00.

Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.

700 NW 19TH AVE.
Fort Lauderdale, FL 33311
TEL 954 828 5195
WWW.FORTLAUDERDALE.GOV

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ANTINELLI, MICHAEL ALLEN
2101 W COMMERCIAL BLVD
SUITE 4600
FORT LAUDERDALE FL 33309

LICENSE NUMBER: PE78513
EXPIRATION DATE: FEBRUARY 28, 2025
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ASSOCIATION OF STATE FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Michael A. Antinelli, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-17-00709, ISSUED 4/1/2017. THIS CERTIFICATE SHALL EXPIRE 7/31/2028, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS, EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

ASFPM CFM CERTIFIED

ECT

Florida Department of State

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

Filing Information

Document Number	P22824
FEI/EIN Number	59-2921038
Date Filed	02/01/1989
State	DE
Status	ACTIVE

Principal Address

7027 SW 24TH AVE
GAINESVILLE, FL 32607

Changed: 01/21/2022

Mailing Address

7027 SW 24TH AVE
GAINESVILLE, FL 32607

Changed: 01/21/2022

Registered Agent Name & Address

COGENCY GLOBAL INC.
115 NORTH CALHOUN STREET
SUITE 4
TALLAHASSEE, FL 32301

Name Changed: 08/10/2020

Address Changed: 08/10/2020

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Florida dbpr Department of Business & Professional Regulation

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- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS *1:15:16 PM 2/23/2023*

Licensee Information

Name:	**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. (Primary Name)**
Main Address:	**7027 SW 24TH AVENUE GAINESVILLE Florida 32607**
County:	**ALACHUA**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**5520**
Status:	**Current**
Licensure Date:	**11/29/1989**
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. Privacy Statement

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

DETACH HERE AND DISPLAY RECEIPT IN A CONSPICUOUS PLACE

CITY OF CORAL GABLES, FLORIDA
LOCAL BUSINESS TAX RECEIPT

CUST. NO. 250837
RECEIPT NO.
BT-0025019019

THIS IS NOT A BILL-DO NOT PAY

2022-2023

BUSINESS NAME: ENVIRONMENTAL CONSULTING & TECHNOLOGY INC **LOCATION:** 95 MERRICK WAY
DBA NAME: ENVIRONMENTAL CONSULTING & TECHNOLOGY INC 3 FL

CLASSIFICATION:	NO. OF UNITS	UNIT DESCRIPTION	AMOUNT PAID: $ 225.00
1 Professional Service Corporati			
2			
3			
4			
5			
6			

BUSINESS TAX RECPT APPLICATION

VALID ONLY AT LOCATION ABOVE.
RECEIPT EXPIRES 09/30/2023

** This receipt does not constitute authority to begin operating at this location without a Certificate of Use and Inspection Approval **

ECT

The City of Coral Gables
Certificate of Use

CERTIFICATE NO: CU-0000021116

DATE ISSUED: 02/14/23

INVOICE NO: 00276192

When approved, this "Certificate of Use" shall serve as a formal verification that the proposed use specified on this certificate is a permitted use at the property specified on this certificate and has been found to meet all of the parking requirements of The City of Coral Gables "Zoning Code", and has also been determined to meet "Concurrency". This "Approval" is based upon the permitted plans on file with The City of Coral Gables and the information provided by the applicant. If the information provided in connection with the application for this "Certificate of Use" is incorrect, or if any work has commenced at the property without the proper approvals and permits, this "Certificate of Use" shall be NULL and VOID.

This "Certificate of Use" is being issued for the following described property:

Street Address:	95 MERRICK WAY
Suite #:	3 FL
City:	CORAL GABLES
State:	FL
ZIP Code:	33134-5310
Legal Desc:	ALHAMBRA CENTER CONDO UNIT STADLER CENTER UNDIV 10% INT IN COMMON ELEMENTS OFF REC 17811-4709 OR 22568-2467 08 2004
Folio Number:	03-4108-084-0030
Square Footage:	0
Proposed Use:	VIRTUAL OFFICE - PROVIDE PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES
Use District:	COMMERCIAL DISTRICT
Land Use Designation:	OFFICES
Complies with Use:	Y
Complies with Concurrency:	Y
Complies with Parking:	Y
Action:	APPROVED
Comments:	DRY USE - OFFICE USE ONLY PER DERM - MUA23003050

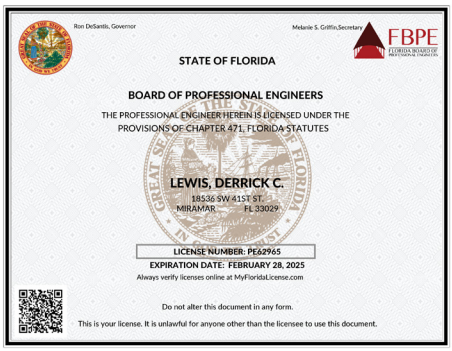
This "Certificate of Use" applies only to the above specified proposed use and the above specified property within 180 days from the issuance of this "Certificate of Use". This "Certificate of Use" is valid for a period of one year from the date of issuance and must be renewed on a yearly basis. A Business Tax Application and any permits for any construction, renovation or remodeling work must be obtained prior to the commencement of the use specified in this "Certificate of Use".

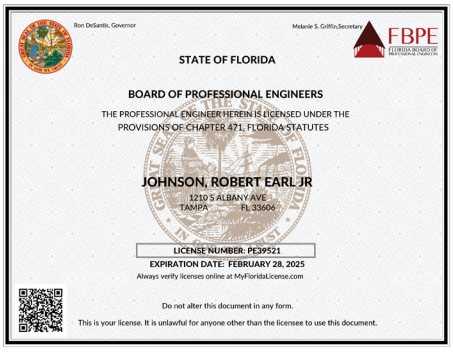
ENVIRONMENTAL CONSULTING &
TECHNOLOGY INC
7027 SW 24 AVE

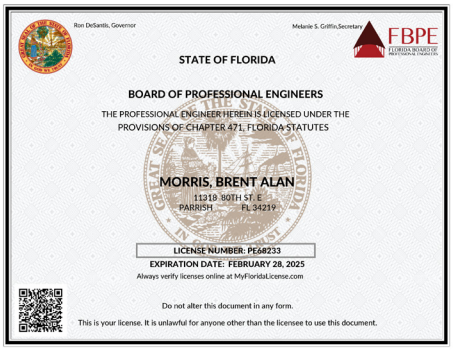
GAINESVILLE, FL 32607

Expiration Date: 02/13/24

Issued by Kathy Arguinzoni
Charles Wu
Concurrency Administrator


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
LEWIS, DERRICK C.
18536 SW 41ST ST.
MIRAMAR FL 33029
LICENSE NUMBER: PE62965
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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JOHNSON, ROBERT EARL JR
1210 S ALBANY AVE
TAMPA FL 33606
LICENSE NUMBER: PE39521
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
MORRIS, BRENT ALAN
11318 80TH ST. E
PARRISH FL 34219
LICENSE NUMBER: PE68233
EXPIRATION DATE: FEBRUARY 28, 2025
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The Engineering Company

State of Florida
Department of State

I certify from the records of this office that THE ENGINEERING COMPANY, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 2, 2016, effective March 2, 2016.

The document number of this limited liability company is L16000044355.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 1, 2022, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of April, 2022

Secretary of State

Tracking Number: 6977376901CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 01, 2022
Secretary of State
6804868692CC

DOCUMENT# L16000044355

Entity Name: THE ENGINEERING COMPANY, LLC

Current Principal Place of Business:
3370 NE 190 STREET
3415
AVENTURA, FL 33180

Current Mailing Address:
3370 NE 190 STREET
3415
AVENTURA, FL 33180 US

FEI Number: 81-2136937

Certificate of Status Desired: No

Name and Address of Current Registered Agent:
LOPEZ, JOAQUIN NICHOLAS CPA
10300 SW 72ND STREET
440
MIAMI, FL 33173 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOAQUIN N LOPEZ CPA 03/01/2022
Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :
Title AMBR
Name HERRERA, OMAR J
Address 3370 NE 190 STREET 3415
City-State-Zip AVENTURA FL 33180

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: OMAR HERRERA MGR 03/01/2022
Electronic Signature of Signing Authorized Person(s) Detail — Date

Local Business Tax Receipt
Miami–Dade County, State of Florida
~THIS IS NOT A BILL - DO NOT PAY

LBT

7319159

RECEIPT NO.
RENEWAL
7610200

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
THE ENGINEERING COMPANY LLC
2875 NE 191ST ST STE 602
AVENTURA, FL 33180-2833

OWNER
THE ENGINEERING COMPANY LLC

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/27/2022
INT-22-428559

Employee(s) 2

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 6, 2023

Omar Herrera
THE ENGINEERING COMPANY, LLC
2875 NE 191st St
Suite 602
Aventura, FL 33180

Approval Date: February 3, 2023 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: February 3, 2024

Dear Omar Herrera,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www3b.dot.state.fl.us/EqualOpportunityOffice/BusinessDirectory/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 6, 2023

Omar Herrera
THE ENGINEERING COMPANY, LLC
2875 NE 191st St
Suite 602
Aventura, FL 33180

Approval Date: January 5, 2022 Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: January 31, 2025

Dear Omar Herrera,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: https://www.miamidade.gov/global/business/smallbusiness/home.page. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: https://www.miamidade.gov/global/business/procurement/home.page. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NIGP 84571: CIVIL ENGINEERING & MATERIALS TESTING EQUIPMENT
NIGP 91800: CONSULTING SERVICES

NAIP 52304: SYSTEM INTEGRATION AND ENGINEERING SERVICES
NAIP 52305: ENGINEERING SERVICES, PROFESSIONAL
NAIP 5251-1: CIVIL ENGINEERING

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 6, 2023

Omar Herrera
THE ENGINEERING COMPANY, LLC
2875 NE 191st St
Suite 602
Aventura, FL 33180

Approval Date: January 5, 2022 Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: January 31, 2025

Dear Omar Herrera,

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Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
MDC-TCC 06-01: WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION
MDC-TCC 06-01A: UTILITY TUNNELING FOR WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS

MDC TCC 06-02: WATER AND SANITARY SEWAGE PUMPING FACILITIES
MDC TCC 06-03: WATER AND SANITARY SEWAGE TREATMENT PLANTS
MDC TCC 11: GENERAL STRUCTURAL ENGINEERING
MDC TCC 12: GENERAL MECHANICAL ENGINEERING
MDC TCC 13: GENERAL ELECTRICAL ENGINEERING
MDC TCC 16: GENERAL CIVIL ENGINEERING
MDC TCC 17: ENGINEERING CONSTRUCTION MANAGEMENT
NAICS 541330: ENGINEERING SERVICES

Ron DeSantis, Governor — Melanie S. Griffin,Secretary — FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERRERA, OMAR J.
2875 NE 191 STREET, SUITE 602
AVENTURA FL 33180

LICENSE NUMBER: PE89107
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Goal Associates

State of Florida
Department of State

I certify from the records of this office that GOAL ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on January 24, 2014.

The document number of this corporation is P14000007666.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 14, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2023

Secretary of State

Tracking Number: 8621930065CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

7175307

RECEIPT NO.
RENEWAL
7454808

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
GOAL ASSOCIATES INC
14750 NW 77TH CT STE 320
MIAMI LAKES, FL 33016-1575

OWNER
GOAL ASSOCIATES INC
C/O LAMPTEY GEOFFREY PRES,
GOAL ASSOCIATES INC
Employee(s) 2

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHI P/FIRM
30697

PAYMENT RECEIVED BY TAX COLLECTOR
45.00 09/13/2022
INT-22-412673

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

Local Business Tax Receipt
Miami–Dade County, State of Florida
–THIS IS NOT A BILL – DO NOT PAY

LBT

7175339

RECEIPT NO.
RENEWAL
7454847

EXPIRES
SEPTEMBER 30, 2023
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

BUSINESS NAME/LOCATION
LAMPTEY GODFREY PE
14750 NW 77TH CT STE 320
MIAMI LAKES, FL 33016-1575

OWNER
LAMPTEY GODFREY PE
C/O GOAL ASSOCIATES INC

SEC. TYPE OF BUSINESS
212 PROFESSIONAL
PE68261

PAYMENT RECEIVED BY TAX COLLECTOR
60.00 09/13/2022
INT-22-412673

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit www.miamidade.gov/taxcollector

MIAMI-DADE COUNTY

5/19/2021 WebFOCUS Report

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : GOAL ASSOCIATES INC

Vendor Name: GOAL ASSOCIATES INC
DBE Certification: CERTIFIED
MBE Certification:
DBA: **Former Name:**
Business Description: ENGINEERING CONSULTING SERVICES

Mailing Address: 14760 NW 77TH CT SUITE 320
MIAMI LAKES, FL 33015-

Contact Name: GODFREY LAMPTEY
Phone: (786) 600-3350 **Fax:**
Email: GODFREY.LAMPTEY@GALENG.COM
ACDBE Status: N
Statewide Availability: Y

Certified NAICS
541330 Engineering Services

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

July 1, 2021

Geoffrey Lamptey
GOAL ASSOCIATES, INC.
14750 NW 77TH COURT
SUITE 320
MIAMI LAKES, FL 33016

Approval Date: March 31, 2021 - Small Business Enterprise - Architectural & Engineering (SBE-A&E)
Expiration Date: March 31, 2024

Dear Geoffrey Lamptey,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise - Architectural & Engineering (SBE-A&E). The Small Business Enterprise (SBE) programs are governed by sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes.

This Small Business Enterprise - Architectural & Engineering (SBE-A&E) certification is valid for three years provided that you submit a "Continuing Eligibility Affidavit" on or before your anniversary date, March 31, 2022. The affidavit must indicate any changes or no changes in your firm pertinent to your certification eligibility. The submittal of a "Continuing Eligibility Affidavit" annually with specific supporting documents on or before your Anniversary Date is required to maintain the three-year certification. You will be notified of this responsibility in advance of the Anniversary Date. Failure to comply with the said responsibilities may result in immediate action to decertify the firm.

If at any time there is a material change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliation(s) with other businesses or the physical location of the firm, you must notify this office in writing within (30) days. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. This letter will be the only approval notification issued for the duration of your firm's three years' certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code.

Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: http://www.miamidade.gov/smallbusiness/certification-lists.asp. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Gary Hartfield
Director of Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

MDC-TCC 01-01: URBAN AREA AND REGIONAL TRANSPORTATION PLANNING
MDC-TCC 03-01: SITE DEVELOPMENT AND PARKING LOT DESIGN
MDC-TCC 03-02: MAJOR HIGHWAY DESIGN
MDC-TCC 03-02B: MINOR HIGHWAY DESIGN
MDC-TCC 03-04: TRAFFIC ENGINEERING STUDIES
MDC-TCC 03-06: TRAFFIC CALMING
MDC-TCC 03-07: TRAFFIC SIGNAL TIMING

MDC-TCC 03-08: SIGNAL PAVEMENT MARKING, AND CHANNELIZATION
MDC-TCC 03-10: LIGHTING
MDC-TCC 03-11: SIGNALIZATION
MDC-TCC 10-01: STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES
MDC-TCC 10: GENERAL CIVIL ENGINEERING
NAICS 541330 ENGINEERING SERVICES

6601 Main Street
Miami Lakes, FL 33014
(305) 512-7132

Town of Miami Lakes
Business Tax Receipt

Address of Licensee:
GOAL ASSOCIATES INC
14750 NW 77 CT #320
MIAMI LAKES, FL 33016

License Effective:
From: 09/21/2022
To: 09/30/2023

Licensees:

License Categories:
ADMINISTRATIVE OFFICE YEAR 2022-23
ADMINISTRATIVE OFFICE $30.00

TOTAL FEE PAID: $30.00

09/21/2022
Date of Issue

This license MUST BE DISPLAYED IN A CONSPICUOUS PLACE IN YOUR BUSINESS ESTABLISHMENT. The Town of Miami Lakes must be notified of any changes of use, address or ownership. This License is not transferrable and is subject to revocation.

This License must be renewed on or before September 30 of each year.

LICENSE NO. BTR 2022-6798

6601 Main Street
Miami Lakes, FL 33014
(305) 512-7132

Town of Miami Lakes
Business Tax Receipt

Address of Licensee:
GODFREY A. O. LAMPTEY P.E.
14750 NW 77 CT #320
MIAMI LAKES, FL 33016

License Effective:
From: 09/21/2022
To: 09/30/2023

Licensees:

License Categories:
ENGINEER YEAR 2022-23
ENGINEER $30.00

TOTAL FEE PAID: $30.00

09/21/2022
Date of Issue

This license MUST BE DISPLAYED IN A CONSPICUOUS PLACE IN YOUR BUSINESS ESTABLISHMENT. The Town of Miami Lakes must be notified of any changes of use, address or ownership. This License is not transferrable and is subject to revocation.

This License must be renewed on or before September 30 of each year.

LICENSE NO. BTR 2022-6800

Goal Associates

Miami-Dade County
Internal Services Department
Statement of Technical Certification Categories

Firm: GOAL ASSOCIATES INC
14750 NW 77TH COURT, SUITE 320, Suite 320, MIAMI LAKES, FL 33016

Code	Category Description	Approval Date	Expiration Date
1.01	TRANSPORTATION PLANNING - URBAN AREA AND REGIONAL TRANSPORTATION PLANNING	03/03/2021	03/31/2023
3.01	HIGHWAY SYSTEMS - SITE DEVELOPMENT AND PARKING LOT DESIGN	03/03/2021	03/31/2023
3.02	HIGHWAY SYSTEMS - MAJOR HIGHWAY DESIGN	03/03/2021	03/31/2023
3.02B	HIGHWAY SYSTEMS - MINOR HIGHWAY DESIGN	03/03/2021	03/31/2023
3.04	HIGHWAY SYSTEMS - TRAFFIC ENGINEERING STUDIES	03/03/2021	03/31/2023
3.06	HIGHWAY SYSTEMS - TRAFFIC CALMING	03/03/2021	03/31/2023
3.07	HIGHWAY SYSTEMS - TRAFFIC SIGNAL TIMING	03/03/2021	03/31/2023
3.09	HIGHWAY SYSTEMS - SIGNING, PAVEMENT MARKING, AND CHANNELIZATION	03/03/2021	03/31/2023
3.10	HIGHWAY SYSTEMS - LIGHTING	03/03/2021	03/31/2023
3.11	HIGHWAY SYSTEMS - SIGNALIZATION	03/03/2021	03/31/2023
10.01	ENVIRONMENTAL ENGINEERING - STORMWATER DRAINAGE DESIGN ENGINEERING SERVICES	03/03/2021	03/31/2023
16.00	GENERAL CIVIL ENGINEERING	03/03/2021	03/31/2023

Approved By
Technical Certification Committee
Miami-Dade County

Miami-Dade County
Internal Services Department
Architecture/Engineering (A/E)
Pre-Qualification Certificate

This certificate is hereby issued to: GOAL ASSOCIATES INC
14750 NW 77TH COURT, SUITE 320, MIAMI LAKES, FL 33016

Approval Date: 01/19/2022
Expiration Date: 03/31/2023

The above name applicant is pre-qualified to provide professional A/E services for Miami-Dade County for the period indicated above. The applicant has committed its firm to comply with the specific conditions listed below:

1. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the "Statement of Technical Qualifications." All technical category restrictions must be strictly adhered to.
2. Pre-Qualification Certification (PQC) consolidates the technical certification, affirmative action plan, and vendor registration into one streamlined certification process resulting in the issuance of a Pre-Qualification Certificate.
3. Report any significant changes, such as contact person, qualifier, ownership, firm address, etc., by login on the Self-Service Portal at www.miamidade.gov/vendor within 30 days of such a change. Failure to report said changes to the County may result in the immediate suspension or termination of your firm's Pre-Qualification Certification.
4. Failure to renew your firm's PQC at least thirty (30) days prior to your firm's current expiration date may result in the suspension and/or termination from County programs and current or future contracts until your firm's Pre-Qualification Certification has been properly renewed. Any lapses in the certifications of any of the required PQC areas (vendor registration, affirmative action plan, or technical certification) will result in a lapse in your PQC. Firms are responsible for observing and adhering to all submission deadlines.
5. Any renewal applications and/or supporting documents submitted after the application deadline might delay the review of your firm's PQC certification to the next available Technical Certification Committee meeting. The PQC application, submission deadlines, and the Technical Certification Committee meeting calendar can be found on Procurement Management web site located at: http://www.miamidade.gov/internalservices/prequalification-certification.asp
6. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.

Please note that if at any time Miami-Dade County's has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, the County may refer the matter to the State Attorney's Office and/or other investigative agencies, initiate debarment procedures, and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

Approved By
Technical Certification Committee
Miami-Dade County

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

July 1, 2021

Geoffrey Lamptey
GOAL ASSOCIATES, INC.
14750 NW 77th Court
SUITE 320
Miami Lakes, FL 33016

Approval Date: March 31, 2021 - Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: March 31, 2024

Dear Geoffrey Lamptey,

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Sincerely,

Gary Hartfield
Director of Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

NIGP 90740: ENGINEERING SERVICES, NON-LICENSED (NOT OTHERWISE CLASSIFIED), INCLUDING CONSULTING
NIGP 918: CONSULTING SERVICES
NIGP 91800: CONSULTING SERVICES
NIGP 91831: CONSTRUCTION CONSULTING
NIGP 91896: TRANSPORTATION CONSULTING
NIGP 92018: COMPUTER AIDED DESIGN (CAD) SERVICES

NIGP 925: ENGINEERING SERVICES, PROFESSIONAL
NIGP 92000: ENGINEERING SERVICES, PROFESSIONAL

MIAMI-DADE COUNTY
miamidade.gov

Internal Services Department
Small Business Development
111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 24, 2022

Geoffrey Lamptey
GOAL ASSOCIATES, INC.
14750 NW 77TH COURT
SUITE 320
MIAMI LAKES, FL 33016

Approval Date: February 24, 2022 - Disadvantaged Business Enterprise (DBE)
Anniversary Date: February 24, 2023

Dear Geoffrey Lamptey,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: http://www2b.dot.state.fl.us/EqualOpportunityOffice/BusinessDirectory/.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: http://www.miamidade.gov/procurement/vendor-registration.asp. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

Jeannie Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 541330: ENGINEERING SERVICES

Print

Licensee

Name:	LAMPTEY, GODFREY A.O.	License Number:	68261
Rank:	Professional Engineer	License Expiration Date:	02/28/2023
Primary Status:	Current	Original License Date:	07/29/2008
Secondary Status:	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
30697	Current	GOAL ASSOCIATES INC.	Registry		Registry	

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE Florida Board of Professional Engineers

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LAMPTEY, GODFREY A.O.
4495 SW 176TH AVE
MIRAMAR FL 33029

LICENSE NUMBER: PE68261
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE Florida Board of Professional Engineers

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LAMECK KIBOKO, AMAZIA
5066 SW 162 AVE
MIRAMAR FL 33027-4957

LICENSE NUMBER: PE49523
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE Florida Board of Professional Engineers

STATE OF FLORIDA

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HPF Associates, Inc.



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HPF ASSOCIATES, INC.

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Changed: 02/24/2020

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Changed: 02/24/2020

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Address Changed: 02/24/2020

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Annual Reports

Report Year	Filed Date
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05/27/2011 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

LIST OF CURRENT AND PAST CLIENTS

The following table provides an abbreviated list of Black & Veatch's recently completed and ongoing projects/ clients where we provided similar work scopes to that proposed by the Village. In addition, several expanded project descriptions are provided at the end of this section.

TABLE 2. Recent Similar Projects in Florida

CLIENT NAME	PROJECT
North Bay Village	Community Rating System Services and Stormwater Master Plan
North Miami Beach Water	Water Capital Improvement Program Management Support
Village of Key Biscayne	Resilient Infrastructure Program
Tampa Bay Water	Eldridge-Wilde Wellfield Stormwater Improvements
City of Miami	Program Management Support Services
City of Key West	Dennis Street Stormwater Improvements
City of Cape Coral	Utilities Extension Program
Miami-Dade Water & Sewer Department	South District WWTP Electrical Distribution Building Stormwater System
City of Winter Haven	Integrated/One Water Master Plan
City of Winter Haven	Upper Peace Creek Watershed Optimization
South Florida Water Management District (SFWMD)	C-51 Phase 1 Reservoir Geotechnical Investigation
SFWMD	Golden Gate Weir No. 4 Replacement
SFWMD	Cutler Flow Way Pump Station Computational Fluid Dynamics Modeling

COMPLAINT HISTORY

The following is the official complaint history for Black & Veatch within the last five (5) years.

Black & Veatch Corporation
Litigation History
January 9, 2018 – January 9, 2023

Black & Veatch Corporation ("BV"), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation from time to time. BV maintains a program of insurance to protect against claims arising out of its work. In the opinion of BV management, no pending claim or litigation will have a material impact on BV's ability to execute this project. After a reasonably diligent search of available records, to the best of BV's knowledge, the following is a listing of past or ongoing litigation involving BV over the last five (5) years, excluding personal injury:

Case Caption	Description	Court	Case Number	Project Location	Status
Burkhalter Rigging, Inc. v. Black & Veatch Corporation	Subcontractor payment dispute litigation.	In the United States District Court for the Northern District of Ohio	3:17-CV-01847	Oregon, OH	This matter settled in 2018.
ATC Sequoia and GTP Towers vs. City of Onamia, Minnesota – Black & Veatch Corp, et al.	Declaratory Judgment Regarding Granting of Cup to resolve an controversy between ATC Sequoia, GTP Towers and City of Onamia and Black & Veatch.	Seventh Judicial District for the County of Mille Lacs, Minnesota	NA	Onamia, MN	BV voluntarily dismissed in 2019.
North Texas Municipal Water District v. Black & Veatch Corporation, et al.	Litigation arising out of leaks in the filter gallery of the Wylie WWTP 4.	In the District Court for Collin County, TX	366-02550-2017	Wylie, Texas	Settled in 2020.
Black & Veatch Corporation v. Kazstroyservice Global B.V.	Lawsuit filed by BV for breach of parent company guarantee obligations.	High Court of Justice, Business and Property Courts of England & Wales, Technology & Construction Court	HT-2020-000021	India	Pending.
Black & Veatch Corp. v. Strongwell Corp.	Lawsuit by BV against subcontractor on several EPC projects to recover costs incurred by BV in remediating defects in the tanks and internals of jet bubbling reactors.	U.S. District Court for the Western District of Missouri	4:12-CV-00119-BCW	Various	This matter was resolved by a verdict in 2016 finding that BV was not entitled to further recovery from subcontractor Strongwell Corporation.
Black & Veatch Corp. v. Aspen Insurance (UK) Ltd. & Lloyd's Syndicate 2003	Lawsuit by B&V against its insurers to recover costs incurred by B&V in remediating defects in the tanks and internals of jet bubbling reactors on several EPC projects.	U.S. District Court for the District of Kansas	12-2350-SAC	Various	Settled in 2019.
American Economy Insurance Company v. Black & Veatch Corporation	Subrogation lawsuit against BV arising out of property damage caused by underground boring activities.	County Court of Jefferson County, Colorado	2021C030739	Colorado	Settled in 2021.
Security Limits Inc. v. Avangrid Networks, Inc. et al.	Litigation related to subcontracting dispute.	United States District Court Southern District of New York	21-CV-10124	New York	This matter was voluntarily dismissed by Plaintiff in 2022.
Bellsouth Telecommunications, LLC v. Black & Veatch Corporation	Property damage litigation arising out of alleged damages to property caused by underground boring activities.	In the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida	2022-ca-000650-o	Florida	Pending.
City of Shreveport vs. Black & Veatch Corporation	Owner claims deficiencies in BV's performance on wastewater system model.	1st Judicial Court, Parish of Caddo	639858	Louisiana	Pending

In addition, our qualifying professional and Principal-in-Charge, Rafael E. Frias, III, PE, does not have any official complaint history.

PRINCIPAL-IN-CHARGE



EDUCATION

- MS, Civil Engineering, University of Kansas
- BS, Biological Engineering, LA State University

YEARS OF EXPERIENCE: 24

YEARS WITH FIRM: 24

PROFESSIONAL REGISTRATION

- PE - 2004, FL, #PE61912

BLACK & VEATCH

Rafael E. Frías III, **PE**

PRINCIPAL-IN-CHARGE

The Village will receive expedited project decision-making through our local Principal-in-Charge, Rafael, who has approval authority to make immediate decisions on behalf of Black & Veatch. Rafael specializes in the management of water resource projects including stormwater planning and design, pump stations, hydrogeology, water supply, and water and wastewater treatment. He is also experienced in incorporating sustainability principles into project designs and in the development of sustainable water planning technologies for the management of watersheds and ecosystems, water scarcity and wet-weather conditions.

VALUE TO THE VILLAGE

Rafael will secure the support of our global organization to fulfill any needs of this project. He is experienced in incorporating sustainability principles into project designs and in the development of sustainable water planning technologies.

PROJECT EXPERIENCE

Village of Key Biscayne | Resilient Infrastructure Program | Key Biscayne, FL | 2022 - Ongoing

Reference: Steve Williamson - Village Manager | (305) 365-5511 | swilliamson@keybiscayne.fl.gov

Program Director. Based on a 30-year outlook of environmental and infrastructure related vulnerabilities, the Black & Veatch Team, was selected to develop and execute a resilient infrastructure program strategy and an integrated implementation plan to guide infrastructure upgrades across the entire Village to address future risks.

North Miami Beach Water| Plan Review | North Miami Beach, FL | 2019 - Ongoing

Reference: Samuel Zamacona, EI - Deputy Director & CIP Director | (305) 948-2932, ext. 2576 | samuel.zamacona@citynmb.com

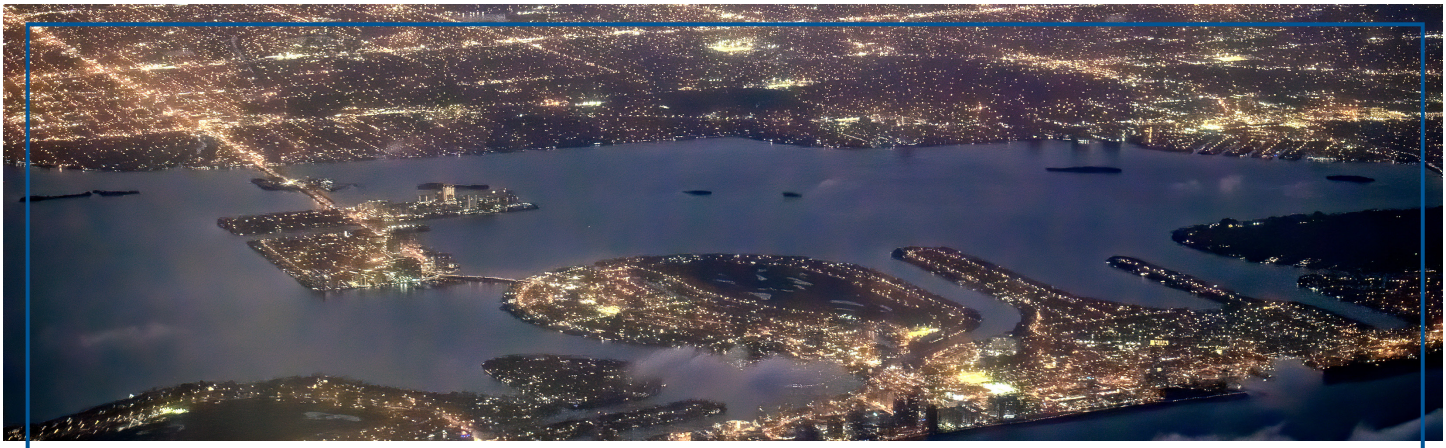
Principal. Black & Veatch is partnered with NMB Water develop its internal CIP Program Management capacity by augmenting NMB Water's utility staff with Black & Veatch's deep bench of highly-qualified Program Managers, Project Managers, Construction Managers, and other technical experts to ensure successful delivery of NMB Water's ambitious CIP.

Miami-Dade Water and Sewer Department | Ocean Outfall Legislation Professional Services Agreement | Miami, FL | 2019 - Ongoing

Reference: Marisela J. Aranguiz-Cueto, PE Deputy Director | (786) 552-8894 | E. marisela.aranguiz@miamidade.gov

Principal. Engineering services for design, permitting and bid phase of a new Electrical Distribution Building 3 at the South District Wastewater Treatment Plant. Black & Veatch's services included upfront engineering assessments and technical studies, 100% detailed design, and permitting services.

PROJECT EXPERIENCE



Stormwater Master Plan

NORTH BAY VILLAGE | MIAMI-DADE COUNTY, FL

RELEVANCE TO THE VILLAGE

- Integrated Capital Improvements Planning
- Green Infrastructure/Multi-Benefit Projects
- Funding development
- GIS

KEY TEAM MEMBERS

Jon Dinges, Sam Miller

DATES OF SERVICE

2019-2020

CLIENT REFERENCE

Ralph Rosado, PhD, AICP
North Bay Village
(305) 756-7171
RRosado@nbvillage.com

Black & Veatch successfully identified a strategic pathway for entry into the Community Rating System (CRS) program to help North Bay Village implement measures to improve flood resilience and realize savings in flood insurance premiums.

Black & Veatch provided several key support areas to assess the different components of the Villages stormwater Master Plan. Including assessment of water quality utilizing BMP Trains to evaluate the nutrient loading reduction of various BMPs that will be implemented through out the City. This water quality assessment also leverages GIS to quantify existing nutrient loading conditions. The project team also provided CIP prioritization support by developing multiple criteria to help rank the improvements of each project considering: flood depth, cost, FPLOS, water quality, housing cost, among other key criteria. The final support that Black & Veatch provided was a funding write-up that documented available mechanisms that the Village can pursue to fund there CIP.

Community Rating System

North Bay Village is an incorporated municipality in Miami-Dade County consisting of two islands within Biscayne Bay. The Village seeks to enhance community resilience, protect critical infrastructure, and maintain property values. A critical strategy in the plan is to enter into and participate in the FEMA National Flood Insurance Program CRS, thus providing significant benefits to the community, its residents, businesses, and visitors.

The CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements. As a result, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions. The application for entry in the CRS program has been completed and Black & Veatch is providing ongoing support.



Water Capital Improvement Program Management Support

NORTH MIAMI BEACH (NMB)WATER | NORTH MIAMI BEACH, FLORIDA

Black & Veatch is working with North Miami Beach Water to resolve its most pressing risks while advancing the delivery of its CIP: To date, Black & Veatch has mitigated approximately $222M in project risks by improving design quality, reducing change orders, and helping to improve NMB Water's management of its designers and contractors.

North Miami Beach Water (NMB Water) is the water/wastewater utility of the City of North Miami Beach, Florida. NMB Water is the second largest utility in Miami-Dade County, serving approximately 180,000 people across six cities and unincorporated parts of the county with a robust water and sewer infrastructure system.

Black & Veatch is partnered with NMB Water develop its internal CIP Program Management capacity by augmenting NMB Water's utility staff with Black & Veatch's deep bench of highly-qualified Program Managers, Project Managers, Construction Managers, and other technical experts to ensure successful delivery of NMB Water's ambitious CIP.

NMB Water is investing $106M to enhance water quality, reduce possible service interruptions, and ensure compliance with Federal and local regulatory requirements. The majority of funding is intended to rehabilitate the Norwood Water Treatment Plant including clear well rehab, pumps and VFD controls replacement, clarifiers, solids handling system, electrical improvements, drilling of a new Floridian Aquifer well and rehabilitation of the existing Biscayne Aquifer well.

RELEVANCE TO THE VILLAGE

- Capital Improvement Program Management Support
- Staff Augmentation
- Funding Development

KEY TEAM MEMBERS

Charles Moseley, Rafael Frias, Arturo Burbano, Ed Rectenwald, Lynette Cardoch, Tim Blankenship, Robert Chambers

DATES OF SERVICE

2020-Ongoing

CLIENT REFERENCE

Samuel Zamacona, EI
Deputy Director & CIP Director
NMB Water
City of North Miami Beach
(305) 948-2932, ext. 2576
samuel.zamacona@citynmb.com

Water Capital Improvement Program Management Support, cont'd.

The majority of projects involve the replacement of aging transmission and distribution mains, improvements to wastewater collections systems, a septic-to-sewer conversion project, and upgrades to pump stations. Nearly half of the total investment will be financed by federal loans, which provides great financial benefits and flexibility to the City.

Black & Veatch, in conjunction with our local small business partner has identified various professionals to work directly in NMB Water to support of a larger cohort of Black & Veatch and 300 Engineering technical experts engaged expeditiously on an as needed basis.

NMB Water has access to Black & Veatch's depth and breadth of experience successfully delivering water treatment, transmission and distribution projects, gravity sewers, force mains, and sewer pump station projects throughout Florida.

Our experienced personnel's holistic approach through Preconstruction and Construction is primed for successful CIP delivery by achieving the following program goals:

- On time and on budget delivery of approximately 40 capital projects that involve the expansion, rehabilitation, and replacement of water and sewer infrastructure.
- Augmentation of staff with professionals experienced in planning, design management, project and construction management, field inspection services, project controls, construction administration, regulatory, and compliance monitoring of funds
- Reduction or maintenance of current cost profile
- Proactive public outreach with customers and stakeholders to keep them appraised of CIP implementation progress.
- Successful completion, on-time and within budget, of its CIP by thorough local engagement of highly qualified resources with comprehensive program management capabilities and experience working at client facilities.
- Continued water quality compliance by leveraging our Team's experience designing and delivering plant-improvement projects.
- Certainty of regulatory compliance by engaging technical professionals knowledgeable of all applicable federal, state, and county regulations and standards.



HONEY HILL CONSTRUCTION PROJECT

By leveraging Black & Veatch's and 300 Engineering's combined resources, experience, and systems to better support NMB Water's successful delivery of its CIP, **the Black & Veatch team is seamlessly integrating with City staff to drive water supply and treatment optimization, water quality benefits, achieve life cycle cost savings and enhanced operational flexibility.**



Integrated Program Management Consultant Services

TAMPA BAY WATER, FLORIDA

RELEVANCE TO THE VILLAGE

- Project management services encompassing planning support, design management, construction project management, field inspection services, project controls, administration and compliance monitoring of funds for identified projects and program-wide management.

KEY TEAM MEMBERS

Jon Dinges, Sam Miller, Rafael Frias

DATES OF SERVICE

2021 - Ongoing

For over 20 years, Black & Veatch has supported Tampa Bay Water, now managing the $1B water program, responsible for capital improvement planning, design advisement and construction support.

CLIENT REFERENCE

Maribel Medina, PE, PMP
Director of Planning & Projects
(727)791-2378
mmedina@tampabaywater.org

As Program Manager/System Engineer for Tampa Bay Water, Black & Veatch is involved in extensive master water supply planning and implementation to meet the growing water demands of the customers in Hillsborough, Pasco, and Pinellas Counties, and the Cities of New Port Richey, St. Petersburg, and Tampa.

Black & Veatch provided staff to help augment Tampa Bay Water's internal capacity and helped them develop and manage its program from conceptual planning and design through to construction; and has facilitated workshops, performed public involvement activities, and interfaced at a high level with the Member Government and Board as an integral part of the program. Working in tandem with Tampa Bay Water, we also helped address the need for additional sources of water supply. We assessed various potential sources of water supply including groundwater, brackish water, desalination, reclaimed water, and surface water to determine the most cost-effective combination of projects to attain the additional capacity required. **The Program consisted of multiple sub-projects resulting in the following new water supply facilities, treatment facilities, and infrastructure.**

- More than 70 miles of transmission piping
- 25 MGD seawater desalination plant
- 15 billion gallon reservoir
- Three raw water pumping stations
- 120 MGD surface water treatment plant with current expansion plans to 150 MGD
- High service pumping stations and pumping station expansions

The projects and tasks our team performed under t**his contract include staff augmentation for required services**; and conceptual and preliminary design for numerous water supply and transmission system infrastructure improvements, including pump stations, treatment plants, and pipelines.



Program Management Support Services

CITY OF MIAMI | MIAMI, FLORIDA

RELEVANCE TO THE VILLAGE

- Program Management
- Project Management Services
- Staff Augmentation

KEY TEAM MEMBERS

Carlos Ortega, Charles Moseley, Michael Mazer, Melody Gonzalez

DATES OF SERVICE

2022 - Ongoing

CLIENT REFERENCE

Hector Badia
Interim Director Office of Capital Improvement
Office of Capital Improvements
(305) 416-1236
Hbadia@miamigov.com

CONTRACT AMOUNT

$939,166

The City of Miami (City) contracted with Black & Veatch to provide professionals to augment the City of Miami Capital Improvement Program (CIP) Department.

Our contract with the City includes providing services associated with resiliency, road and stormwater infrastructure rehabilitation, and sea level rise mitigation, which are similar services as those needed for the Village's Program Management initiative.

Our commitment with the City stared in 2021 and includes providing full-time Program Management Services to their CIP which consists of approximately 300 projects and shy of $1B.

As part of these Program Management Support Services for the City, Black & Veatch is currently working with the City's Resiliency and Public Works (RPW) Department on the stormwater infrastructure program for seven (7) sea level rise priority projects. Services for this program include management of pre-design services with subconsultants, coordination with the City's Procurement department for these projects, and assisting the City's RPW and OCI departments on accelerating design and construction completion of the priority projects.



Resilient Infrastructure Program

VILLAGE OF KEY BISCAYNE | KEY BISCAYNE, FL

RELEVANCE TO THE VILLAGE

- Integrated Capital Improvements Planning
- Green Infrastructure/Multi-Benefit Projects
- Funding development
- Comprehensive Resiliency Assessment for Multiple Lines of Effort (LOEs)

KEY TEAM MEMBERS

Rafael Frias, Charles Moseley, Arturo Burbano, Jon Dinges

DATES OF SERVICE

2022 - Ongoing

CLIENT REFERENCE

Steve Williamson
Village Manager
swilliamson@keybiscayne.fl.gov
(305) 365-5511

CONTRACT AMOUNT

$94,000 (Phase 1 Scope Amount)

Based on a 30-year outlook of environmental and infrastructure related vulnerabilities, the Black & Veatch Team, including Moffatt & Nichol, and Brizaga, were selected by the Village to develop and execute a resilient infrastructure program strategy and an integrated implementation plan to guide infrastructure upgrades across the entire Village to address future risks. The overall multi-dimensional infrastructure improvement initiative will be a multi-year, high value investment in upgrading infrastructure and supporting efforts to mitigate predicted environmental changes and help to make the Village of Key Biscayne a stronger, more resilient and sustainable community. The vision for this project is to realize a resilient and sustainable community with a high quality of life supported by an infrastructure that provides economic, social, and environmental benefits with a positive return on investment. This vision is supported by three strategic goals:

- Goal 1: Comprehensive Assessment for Vulnerability to Climate Change and Infrastructure Risk Management
- Goal 2: USACE Funding and Inclusion in 50-Year Shore Protection Program
- Goal 3: Develop and Manage Multi-Sector Objectives for Seamless Program Management & Execution of Projects That Improve the Quality of Life for Residents and Return on Investment

At this time, Black & Veatch has finalized Phase 1 of the project, consisting of the Program Strategy Development, which includes a branding, communications, outreach, financing and stakeholder management plans, as well as the guidelines for the Implementation Plan (Phase 2).



Dennis Street Stormwater Improvements Pump Station

CITY OF KEY WEST | KEY WEST, FL

RELEVANCE TO THE VILLAGE

- Pumping systems, piping systems
- Stormwater control

KEY TEAM MEMBERS

Rafael Frias, Pablo Gala-Serra, Jon Dinges, Tammy Martin, Melody Gonzalez

DATES OF SERVICE

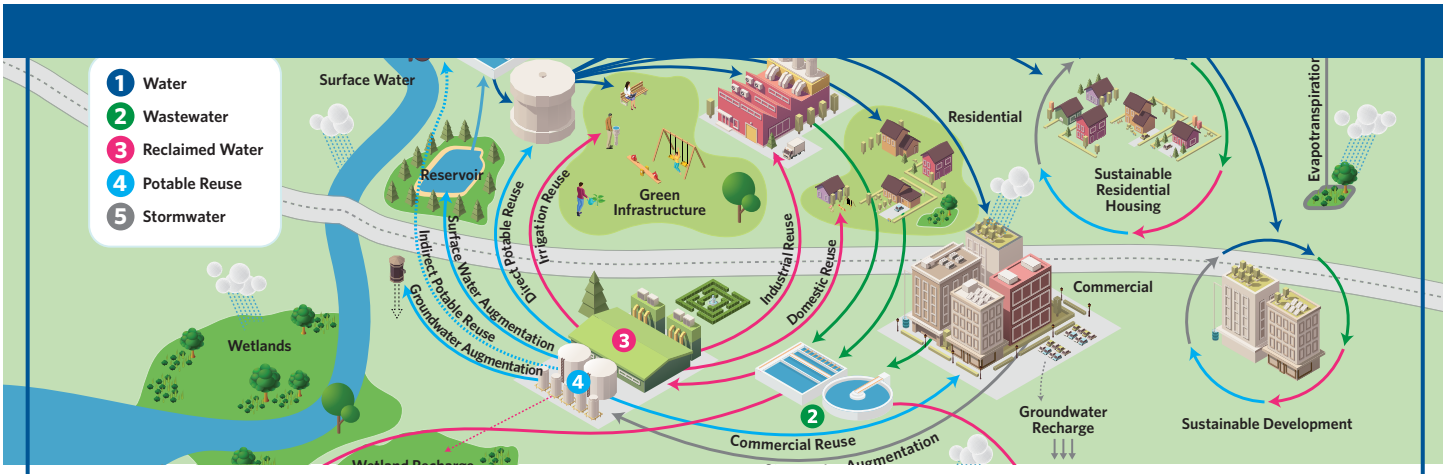
2016 - 2021

The new Dennis Street Pump Station and discharge pipeline alleviates flooding around the Key West High School.

Black & Veatch was asked by the City of Key West (City) to provide design, bid, and construction phase services for a new 29 MGD stormwater pump station including a diversion structure and vortex separator upstream of the pump station and backup power for the pumping units. It is anticipated that the new pump station will be located near the intersection of Dennis Street and Venetia Street.

The initial design concept included the addition of a new drainage well for subsurface discharge downstream of the pump station. However, during design development Black & Veatch was asked to evaluate using an existing outfall by the Key West High School as the discharge location in lieu of the new drainage well. Since the existing outfall is part of a stormwater gravity system discharging to salt ponds located to the south of the Key West High School, hydrologic modeling was added to the project to ensure there would be no negative impacts to the existing system.

Additional hydrologic modeling was added when the City asked Black & Veatch to evaluate smaller design storms with a higher frequency as the basis for potentially reducing the required pump station capacity. Previous computer modeling efforts using ICPR conducted for the City indicated that a pump station capacity of 29 MGD would be able to handle the peak flow of the 100-year 72-hour storm with acceptable levels of flooding so Black & Veatch is evaluating the five-year, 24-hour storm, the 25-year, 24-hour storm and the 25-year, 72-hour storm.



One Water Master Plan

CITY OF WINTER HAVEN | POLK COUNTY, FL

RELEVANCE TO THE VILLAGE

- Watershed Modeling/Wetlands Restoration
- Funding Evaluation
- Project Prioritization
- Resilience Improvements Evaluation

KEY TEAM MEMBERS

Jon Dinges, Sam Miller

DATES OF SERVICE

2019 - Ongoing

CLIENT REFERENCE

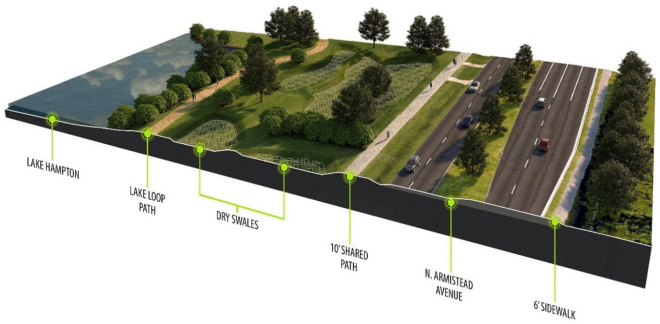
Mike Britt, PE
City of Winter Haven
(863) 291-5678
mbritt@mywinterhaven.com

Black & Veatch is providing comprehensive One Water planning services to establish a 50-year roadmap for sustainable growth in the Peace Creek Watershed.

The City of Winter Haven is located within the Peace Creek watershed and has 50 lakes inside and adjacent to the city limits. Winter Haven depends on lakes and natural systems for quality of life. Winter Haven operates a public water supply, treatment and distribution system for the benefit of approximately 37,500 customers and a population of 74,700. Winter Haven provides wastewater service to approximately 23,740 customers and a population of approximately 56,100. In addition, Winter Haven provides reclaimed water service to 12 major users within the City's service area. The City's stormwater system is comprised of a network of drainage pipes, ditches, and other conveyances that capture surface water runoff and conveys it to retention/detention storage ponds or, more often, directly into lakes. The City's stormwater services are partially funded by a stormwater utility.

The Winter Haven One Water Master Plan is a comprehensive, watershed-based planning approach to address the challenges of rapid development in a region with impaired waters and hydrologically-impacted natural systems.

Black & Veatch's role is to master plan all aspects of Winter Haven's water future in a 50-year time-frame including water, wastewater, and reclaimed water systems, watershed restoration and stormwater, and management strategies for improving water quality and levels of area lakes. Essential elements of the planning process include public and stakeholder engagement, water conservation planning, water supply planning, population and water demand projections, hydrologic optimization, project conceptualization and prioritization, future land use planning, economic analysis of solutions, and funding plans. The outcome will be a roadmap for Winter Haven to grow sustainably in the Peace Creek watershed.



Design of Resilience Infrastructure and Environmental Bond

CITY OF HAMPTON | HAMPTON, VA

moffatt & nichol

RELEVANCE TO THE VILLAGE

- City-wide initiative to improve resilience
- Stormwater
- Green Infrastructure
- Blueway Stream Improvement
- Raising of a Critical Transportation Corridor

KEY TEAM MEMBERS

Lynette Cardoch, PhD, LEED AP

DATES OF SERVICE

2020

CLIENT REFERENCE

Scott Smith, PE
City of Hampton
(757) 727-6781
ssmith@hampton.gov

CONTRACT AMOUNT

$475,000

Moffatt & Nichol (M&N) has been engaged with the City of Hampton's flooding concerns for several years, including as subject matter experts during the Dutch Dialogues in 2015. Following that event, the City launched Resilient Hampton as a city-wide initiative to improve resilience. Resilient Hampton aims to alleviate chronic stresses and enable recovery from extreme events and shocks in ways that make the community stronger. For Hampton, extreme events include hurricanes and nor'easters. Chronic stresses may have a milder, but more frequent impact on everyday life, such as recurrent tidal flooding that blocks a road during high tide. Resilient Hampton tackles both issues in a way that improves residents' quality of life, economic viability, and environmental health. This is accomplished through the implementation of value-driven solutions with multiple benefits.

As part of the flood mitigation efforts arising from Resilient Hampton planning phases, the City engaged in the development of stormwater pilot projects in the Newmarket Creek watershed. M&N led the consultant team to advance conceptual designs previously developed by the City and others and documented in the Resilient Hampton Newmarket Creek Pilot Project Area Water Plan.

Analysis of the forces of water in Hampton framed the current and future environment. Through a watershed-based approach, M&N, along with others, developed a framework of community principles, goals, and values; a suite of conceptual pilot projects; and an evaluation tool that prioritized implementation. The analyses included green infrastructure, blueway stream improvement, and raising of a critical transportation corridor—all of which will provide additional volume capture capacity. The City funded these projects with an innovative Environmental Impact Bond (EIB), the first in Virginia. M&N led the development of a 20 percent preliminary design level for the purposes of validating design extents and constraints and the stormwater volume capture achievable within those constraints. These technical guidelines were included in the EIB.



Back Bay Coastal Storm Risk Management Feasibility Study

MIAMI, FL

The Miami-Dade Back Bay Coastal Storm Risk Management (CSRM) Study is a comprehensive feasibility study to promote resiliency and reduce the risk of coastal storm damage. The study is being implemented by the U.S. Army Corps of Engineers (USACE), and will develop and evaluate implementable CSRM structural, nonstructural, and natural and nature-based feature measures for Miami-Dade County which will be formulated to reduce risk to residents, industries, businesses, and infrastructures which are critical to the nation's economy.

The County has high levels of risk and vulnerability to coastal storms which will be exacerbated by combinations of sea level rise, saltwater intrusion, and climate change over the study period. Moffatt & Nichol collaborated with the County as the CSRM local sponsor along with the City of Miami, to understand the constraints and issues along the waterfront and apply the team's extensive experience with coastal/waterfront projects in Biscayne Bay. The team conducted several meetings with the USACE, County, City, and the Downtown Development Authority (DDA). Participated in the CSRM workshop in March 2019 and participated in a panel interviewed by USACE technical staff in the CSRM workshop. The team prepared resiliency alternatives to the floodwall developed by the USACE.

moffatt & nichol

RELEVANCE TO THE VILLAGE

- Comprehensive feasibility study to promote resiliency
- Reduce the risk of coastal storm damage

KEY TEAM MEMBERS

Lynette Cardoch, PhD, LEED AP

DATES OF SERVICE

2021

CLIENT REFERENCE

James Murley, Miami-Dade County
Chief Resiliency Officer
(305) 375-5593
james.murley@miamidade.gov

CONTRACT AMOUNT

$170,000



City of Miami Stormwater Master Plan

CITY OF MIAMI | MIAMI, FL

Brizaga worked alongside MAGBE Consulting Services, Inc. to manage the outreach and education associated with the City of Miami's Stormwater Master Plan. The plan prioritized developing essential coastal drainage infrastructure, incorporating a combination of traditional and innovative natural based solutions, and the implementation of requisite stormwater management practices. Brizaga served as the project manager for the communication and outreach efforts and focused on effectively communicating the complexities pertaining to the Stormwater Master Plan.

During the project, the Brizaga team assisted with the inclusion of sea level rise and flooding within the Master Plan Update. Coordinated, organized, and planned tactical communication strategies for various audiences. Led and engaged both members of the public and key stakeholders during outreach meetings to solicit essential feedback that helped to inform the progression of the Master Plan. Provided Spanish translation services to reach all members. Developed graphically pleasing content for social media and advertising channels.

RELEVANCE TO THE VILLAGE

- Tracking of scheduling and project coordination.
- Leading public outreach, communication of results.
- Engaging the community through workshops

DATES OF SERVICE

2018 - Ongoing

CONTRACT AMOUNT

$104,000



City of Hollywood Stormwater Master Plan

CITY OF HOLLYWOOD | HOLLYWOOD, FL

RELEVANCE TO THE VILLAGE

- Stormwater management recommendations, outreach & engagement.
- Policy recommendations.
- Assistance with grant applications
- FEMA community flood mitigation or disaster preparation grants.
- Gather community insight, and assistance with stormwater utility fee methodology.

DATES OF SERVICE

2021 – Ongoing

CLIENT REFERENCE

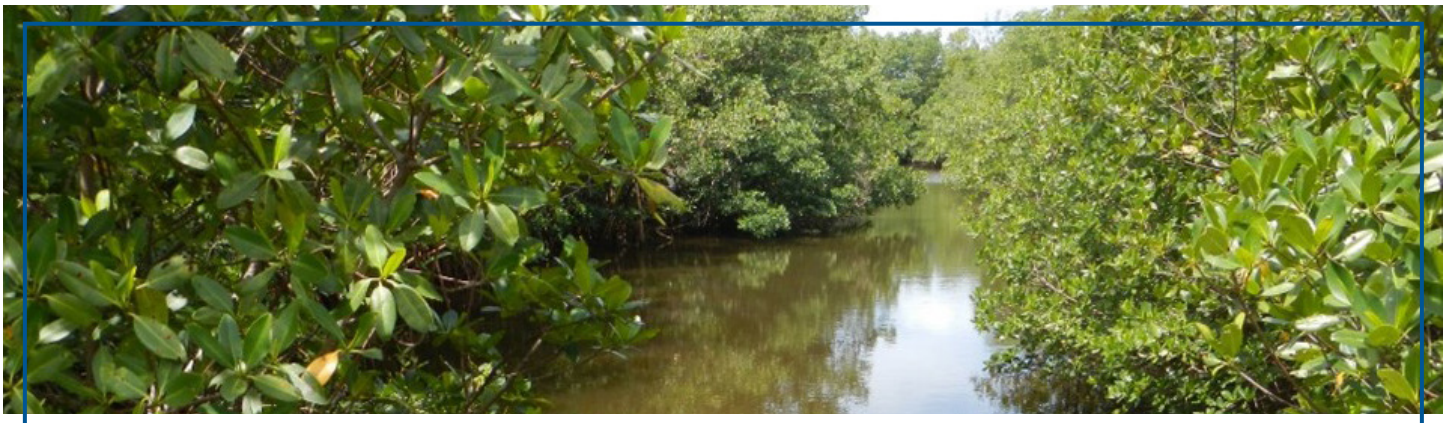
Vivek Galav
Public Utilities Director
(954) 967-4455

CONTRACT AMOUNT

$57,530

As a subconsultant to CDM Smith, Brizaga assisted with the development of the City's Stormwater Master Plan to incorporate future climatological projections including sea level rise and its effect on storm surge. Brizaga worked closely with City Staff and Elected Officials to prepare, identify, and develop application documents in relation to FEMA's Community Flooding Mitigation and Disaster Preparation Grants, as well as other funding programs including bonding, loans, and public/private partnerships. The dynamic efforts of the team allowed for City staff, elected officials, and the engineering team to engaged with residents and stakeholders to provide feedback on flooding prone areas and their severity, and express their concerns and suggestions on the Plan through virtual and in-person activities. In order to continue the outreach efforts to raise environmental awareness and continue to educate on best management practices to increase environmental stewardship, the team created a public facing citizens' guide, and consequently developed the first ever city-wide swales restoration program, dubbed Recapture the Swale.

During the project, the Brizaga team helped to develop marketing collateral and feedback communication tools. Facilitated public meeting workshops in a hybrid model (in-person and virtual). Facilitated Flooding Maps and online tools for flooding reporting input. Developed educational materials to include sea level rise, climate change, and a swale restoration program.



Hydrology of the Jensen Beach Impoundment

CITY OF JENSEN BEACH | JENSEN BEACH, FL

ECT analyzed the hydrology of the Jensen Beach Impoundment and recommended flow enhancement alternatives to improve tidal exchange and mangrove habitat within the impoundment. ECT incorporated existing water control structures with several new structures and additional channels in a 2-D ICPR4 hydrological and hydraulic model to evaluate increasing connections with the IRL, improving tidal exchange and turnover within impoundment, and restoring mangrove habitat.

RELEVANCE TO THE VILLAGE

- Restoration Design
- 2-D Modeling; Permitting Support

DATES OF SERVICE

2020

CLIENT REFERENCE

Taylor Kroll, P.E., Engineer III,
Florida Fish and Wildlife Conservation Commission, Division of Habitat and Species Conservation
(352) 473-9088

CONTRACT AMOUNT

$84,709



Watershed Resiliency Improvement with Pump Station Design

CITY OF ST. AUGUSTINE BEACH | ST. AUGUSTINE, FL

ECT provided various professional services to perform requirements necessary to investigate all work, prepare cost estimates, develop plans and specifications, and provide construction administration and inspection services for all work described.

The Project is divided into the following tasks:

- Task 1 – Pre-Design Study
- Task 2 – Design and Permitting
- Task 3 – Bidding and Contractor Selection
- Task 4 – Construction (Project Management and Construction Observation)

RELEVANCE TO THE VILLAGE

- Watershed resiliency improvement with pump station design

DATES OF SERVICE

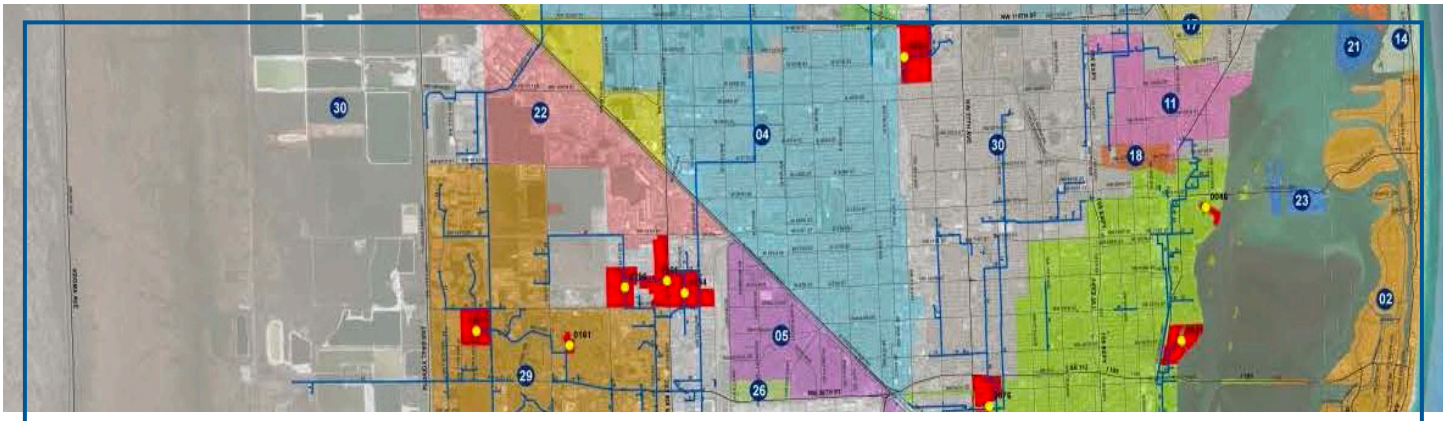
2023 - 2025

CLIENT REFERENCE

William Tredix, PE
(904) 471-1119
btredik@cityof sab.org

CONTRACT AMOUNT

$ 500,000



THE ENGINEERING COMPANY

Pump Station Basins Program Management

MIAMI DADE WATER AND SEWER DEPARTMENT | MIAMI, FL

Program management for 113 pump station basins which included over 140 projects – these projects were new construction and rehabilitation of pipelines and pump stations.

The Program included pump stations pursuant to which each pump station had to be certified as capable of meeting a nominal average pump operating time (NAPOT) of less than or equal to 10 hours per day. The program brought into compliance 113 sewage pump stations that did not comply with the NAPOT and Peak Flow Criterion. This program was comprised of four main phases: 1) planning and engineering which includes the basis of design report development for pump station and force main projects; 2) design management of eight design consultants; 3) construction management of multiple pump station and force main contractors through the County's MCC 7040 procurement method; and, 4) Infiltration and inflow management which entails the management of four different contractors for manhole, Sanitary Sewer Evaluation Survey (SSES), CIPP, and Dig and Replace (D&R) contracts.

RELEVANCE TO THE VILLAGE

Field investigation, engineering, conceptual designs, design management, construction engineering and inspection (CEI), permitting (DERM, SFWMD, FDEP), procurement support, and commissioning and closeout.

KEY TEAM MEMBERS

Omar Herrera, PE

DATES OF SERVICE

01/2014 – 04/2021

CLIENT REFERENCE

Rolando Roque, PE
(786) 552-8129
Rolando.Roque@miamidade.gov

CONTRACT AMOUNT

$24M (total program fee)



Geographic Information System (GIS) Support Services

SEMINOLE TRIBE OF FLORIDA | DAVIE, FL

THE ENGINEERING COMPANY

Update of the GIS of the Public Works Department to include roadway, water and sewer infrastructure.

The Engineering Company performed an assessment of the current GIS backlog of the Public Works Department and developed a set of GIS maps which included the roadway, water and sewer infrastructure of the Seminole Tribe of Florida (STOF) reservations. Maps created included 446 maps for Brighton, 394 maps for Big Cypress, 341 maps for Hollywood and 309 maps for Immokalee – these maps included a results and analysis section performed through the extensive review of the existing geodatabases and the raw data of the GPS Trimble unit used for collecting field data. The Engineering Company developed a standard project update checklist which included key performance indicators to track the efficiency of the updates and developed a Standard Operating Procedure (SOP) with step-by-step guidelines and screenshots of the GIS updating process of the STOF system.

RELEVANCE TO THE VILLAGE

Review of the current GIS backlog of raw data collected via GPS Trimble units and as-builts, develop action plan to bring GIS up to date, conduct field verifications, establish process for the update and maintenance of GIS, and update the GIS.

KEY TEAM MEMBERS

Omar Herrera, PE

DATES OF SERVICE

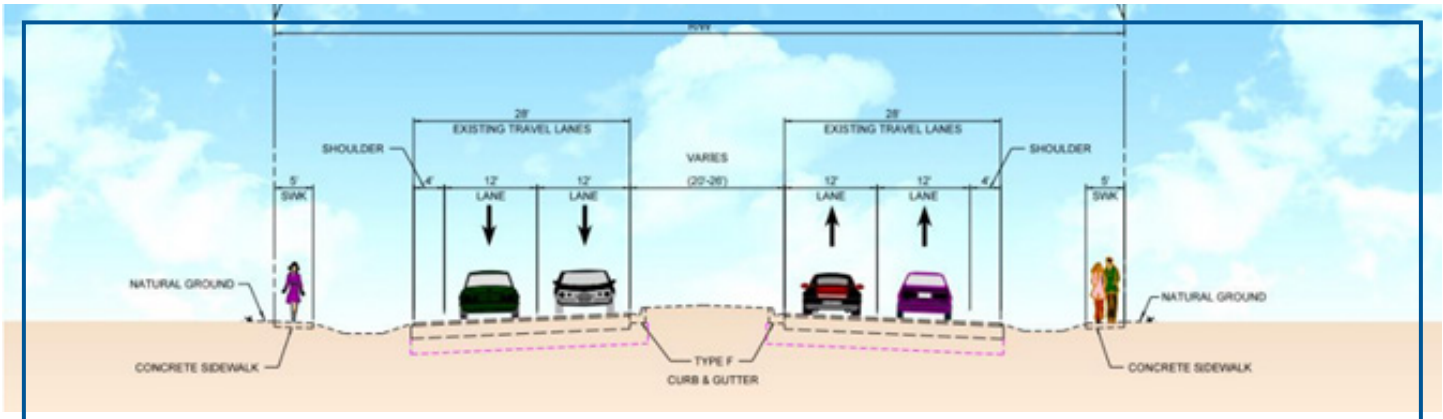
01/2022 – 03/2022

CLIENT REFERENCE

Emran Rahaman
(954) 347-9163
EmranRahaman@semtribe.com

CONTRACT AMOUNT

$80,000



Dykes Road Mobility Improvements

FDOT DISTRICT 4 | MIRAMAR, PEMBROKE PINES, FL

GOAL ASSOCIATES

This project consists of Mobility improvements along three off-system roads; Dykes Road from SW 48th Court to Sheridan Street, NW 196th Avenue from Pines Boulevard to Sheridan Street and the intersection of NW 10th Street and NW 129th Avenue within the Cities of Miramar and Pembroke Pines. The scope of work includes milling and resurfacing and restriping two existing lanes and paved shoulder to provide two buffered bike lanes in both direction on Dykes Road from SW 48th Court to Sheridan Street. Widening to provide an additional eastbound lane east of the intersection of Dykes Road & Miramar Parkway to connect to the I-75 SB On-Ramp. On NW 196th avenue from Pines Blvd to Sheridan St it involves widening to the outside to provide bike lanes in both directions, which includes upgrading all signs and pavement markings to meet MUTCD. From intersection of NW 10th St and NW 129th Ave installation of rectangular rapid flashing beacon and advance crosswalk warning sign at the existing crossing across NW 10th Street.

RELEVANCE TO THE VILLAGE

Roadway Design, Drainage Design, Signing & Pavement Markings, Signalization, Lighting, Misc. Structure, Public Involvement

DATES OF SERVICE

2019 - Ongoing

CLIENT REFERENCE

Adhan Naiem, PE
(954) 777-4440

CONTRACT AMOUNT

Project Cost - $6M



Roadway Widening, Milling, and Resurfacing

FDOT DISTRICT 4 | UNIVERSITY DR FROM N. OF PEMBROKE RD TO STIRLING ROAD, FL

RELEVANCE TO THE VILLAGE
Roadway Widening, Drainage, Signing and Pavement Markings, Safety Analysis, Signalization and Lighting, Environmental Analysis and Public Involvement Coordination

DATES OF SERVICE
03/2021 – Ongoing

CLIENT REFERENCE
Adhan Naiem, PE
(954) 777-4440

CONTRACT AMOUNT
$15M

This project consists of roadway widening, milling, and resurfacing to accommodate bicycle lanes, sidewalk construction, signing and pavement markings, new signal mast arms, pedestrian signals upgrades, and lighting upgrades along SR 817/University Drive from north Johnson Road to south of Stirling Road. SR 817/University Drive is a 6-lane divided Urban Principal Arterial with a posted speed limit of 45 mph and a C3C Context Classification from north of Pembroke Road to Johnson Street. The existing typical section consists of two 11-ft inside lanes and one 11.75 to 12-ft outside lane in each direction with 10-ft left -turn lanes. 4-ft bicycle lanes are provided in both directions from Pembroke Road to south of Pines Boulevard. The proposed improvements will evaluate different typical section options including buffered bicycle lanes and shared use path to determine the optimum configuration for enhanced pedestrian safety. Extensive coordination with Broward County Transit is required for relocation of existing bus shelters that will be impacted by the proposed widening. Coordination with the adjacent North Perry Airport will also be required to minimize impacts during construction.

TAB F

PROJECT TEAM/ PERSONNEL QUALIFICATIONS

TAB F

Project Team/Personnel Qualifications

The Village will receive continuous access to our highly-experienced and dedicated team of professionals who focus on better financial, operational, and sustainable benefits by delivering a tailored solution to meet your project needs.

The Village will benefit by having an attentive team who addresses potential issues early in a project, **reducing risks, offsetting delays and maintaining efficient execution while ensuring your project meets its schedule, budget, community impact, and other sustainability goals effectively.**

> *Black & Veatch has continually provided innovative ideas for solving Miami-Dade WASD's challenges. They think outside of the box, and deliver innovative solutions that result in cost and schedule savings, while meeting the desires of the operations staff."*
>
> - MARISELA ARANGUIZ, PE
> DEPUTY DIRECTOR
> MIAMI-DADE WASD

TEAM QUALIFICATIONS

The Village requires a highly skilled team with a deep bench of resources to deliver the projects under this contract. **Our team will deliver all projects on schedule, within budget, and satisfy the performance expectations for this contract.**

Our team utilizes local staff while drawing upon our global technical specialists to provide varied perspectives and achieve optimal results for the Village. We commit our deep bench of staffing throughout the project duration to maintain continuous, uninterrupted project progress from start to finish.

This team was carefully selected to best support the Village for this important contract. **We identified key personnel that will be our Project Champions with a high level of involvement and who will be responsible for driving this contract to successful completion.** Each member of our team was chosen to provide the best value and optimum service to the Village. Our full team is presented in the organizational chart on the next page.

TEAM MEMBER FIRMS

Prime Consultant
BLACK & VEATCH

Structural & Coastal
moffatt & nichol

Climate Change, Sea Level Rise, & Resiliency
BRIZAGA
ASSESS. COMMUNICATE. ADAPT.

Stormwater & Green Infrastructure
ECT

Transportation, Structural, & CE&I
THE ENGINEERING COMPANY

Roadway Reconstruction
GOAL ASSOCIATES

Construction Management
HPF ASSOCIATES, INC

Key Team Member Qualifications Matrix

Our key team members are ready to work full-time to manage individual design and construction projects and provide technical support subject to the Village specific request.

KEY STAFF	AVAILABILITY TO THE VILLAGE	RFQ REQUIREMENTS: 10+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS LICENSED ENGINEER	5+ YEARS OF PROJECT EXPERIENCE	3+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS CERTIFIED ESTIMATOR	PMP CERTIFIED
LEAD PROGRAM MANAGER							
Carlos Ortega, PE	100%	✓	✓	✓	✓		
PROJECT MANAGERS							
Lynette Cardoch, PhD, LEED AP	50%	✓		✓	✓		
Alec S. Bogdanoff PhD	50%	✓		✓	✓		
Pablo Gala-Serra, PE	50%	✓	✓	✓	✓		
Heriberto Torres, PE	50%	✓	✓	✓	✓		
Godfrey Lamptey, PE, PTOE	80%	✓	✓	✓	✓		
Derrick Lewis, PE	100%	✓	✓	✓	✓		
Omar Herrera, PE	100%	✓	✓	✓	✓		
CONSTRUCTION MANAGERS							
Michael Mazer, PE, PMP, Assoc. DBIA	50%	✓	✓	✓	✓		✓
Salvador Gonzalez, EI	100%	✓		✓	✓		
Megi Rusi, PhD	100%	✓		✓	✓		
ENGINEERS							
Tammy Martin, PE	50%	✓	✓	✓	✓		
Jon Dinges, PE	50%	✓	✓	✓	✓		
Melissa Velez, LEED AP, PE	50%	✓	✓	✓	✓		
Steve King, PE	50%	✓	✓	✓	✓		
Abbie Wilson, PE	50%	✓	✓	✓	✓		
Michael Antinelli, PE, CFM	75%	✓	✓	✓	✓		
Robert Johnson, PE	50%	✓	✓	✓	✓		
Brent Morris, PE	50%	✓	✓	✓	✓		

Key Team Member Qualifications Matrix

KEY STAFF	RFQ REQUIREMENTS: AVAILABILITY TO THE VILLAGE	10+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS LICENSED ENGINEER	5+ YEARS OF PROJECT EXPERIENCE	3+ YEARS OF PROJECT EXPERIENCE	5+ YEARS AS CERTIFIED ESTIMATOR	PMP CERTIFIED
ENGINEERS							
Amazia Kiboko, PE, PTOE	70%	✓	✓	✓	✓		
Marilyn Markwei, PE	70%	✓	✓	✓			
CONSTRUCTION ENGINEERING & INSPECTION SERVICES SPECIALISTS							
Thomas Raihl, CCM, PE	20%	✓	✓	✓	✓		
COST ESTIMATOR & SCHEDULER							
Danny Chadwick, CPE	40%	✓		✓	✓	✓	

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No ☒ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Carlos Ortega, PE	Lead Program Manager	17	2	FL No. 83211
Lynette Cardoch, PhD LEED AP	Project Manager	21	4	LEED Accredited Professional
Alec S. Bogdanoff, PhD	Project Manager	9	6	N/A
Pablo Gala-Serra, PE	Project Manager	16	10	FL No. 90447
Heriberto Torres, PE	Project Manager	20	<1	FL No. 80216
Godfrey Lamptey, PE, PTOE	Project Manager	20	9	FL No. 68261
Derrick Lewis, PE	Project Manager	24	1	FL No. 62965
Omar Herrera, PE	Project Manager	10	2	FL No. 89107
Michael Mazer, PE, PMP, Assoc. DBIA	Construction Manager	10	1.5	FL No. 86447 PMP No. 2020631 Associate DBIA
Megi Rusi, PhD	Construction Manager	14	1	N/A

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Black & Veatch has significant bench strength beyond the personnel outlined in the organization chart. Our team utilizes local staff while drawing upon our global technical specialists to provide varied perspectives and achieve optimal results. We confirm our proposed key staff members identified in this proposal are available for the duration of this project. Should the need arise, we have the ability and resources to substitute personnel with equal or higher qualifications than the key staff they will substitute.

Form 8
Page 42 of 72

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No ☒ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Salvador Gonzalez, EI	Construction Manager	10	1	N/A
Tammy Martin, PE	Engineer	17	8	FL No. 73892
Melissa Velez, LEED AP, PE	Engineer	16	6	FL No. 72508 LEED Certification
Steve King, PE	Engineer	23	16	FL No. 74954
Michael Antinelli, PE, CFM	Engineer	13	6	FL No. PE78513 CFM No. US-17-09709
Abbie Wilson, PE	Engineer	16	3	FL No. 76900
Robert Johnson, PE	Engineer	41	7	FL No. 39521
Brent Morris, PE	Engineer	20	<1	FL No. 68233
Thomas Raihl, CCM, PE	Engineer/Construction Engineering & Inspection	41	7	FL No. 81489 Certified Construction Manager No. 2458
Jon Dinges, PE	Engineer	29	5	FL No. 54747

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please refer to our response located on the previous page.

Form 8
Page 42 of 72

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: □ No ☒ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Amazia Kiboko, PE, PTOE	Engineer	34	1	FL No. 49523
Marilyn Markwei, PE	Engineer	15	9	FL No. 82703
Danny Chadwick, CPE	Cost Estimator & Scheduler	44	5	Certified Professional Estimator by American Society of Professional Estimators #1.4-000832-0811 LEED AP, BD + C Specialty by USGBC

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please refer to our response located on the first page of this form.

Form 8
Page 42 of 72

FORM 8 - KEY STAFF & PROPOSED SUBCONTRACTORS

Purchasing Department *RFQ # 2023-001*

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Please see attached table.				

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
Please see attached list of proposed subcontractors.		

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

Form 8
Page 43 of 72

Key Staff Member's Engagement Commitments

KEY STAFF NAME	AREA OF RESPONSIBILITY	CLIENT	COMMITMENT (HOURS/ WEEK)	PERIOD OF ENGAGEMENT
Carlos Ortega, PE	Program Manager	City of Miami	40	2023 - NBV Award
Lynette Cardoch, PhD, LEED AP	Program Strategy Project Manager	Village of Key Biscayne Miami-Dade County, Office of Resilience	4 16	2022 - 2024 2022 - 2024
Alec S. Bogdanoff PhD	Project Manager	Village of Key Biscayne Resilient Strategy Alachua County Vulnerability Assessment Coral Springs Stormwater Master Plan	8 4 8	2022 - 2024 2021 - 2023 2022 - 2024
Pablo Gala-Serra, PE	Project Manager	FKAA Miami-Dade WASD	16 16	2021 - 2023 2021 - 2023
Heriberto Torres, PE	Project Manager	SFWMD	20	2023 - 2025
Derrick Lewis, PE	Stormwater Project Manager	St. Augustine Beach	5	2023 - NBV Award
Godfrey Lamptey, PE, PTOE	Task Lead Roadway and Traffic	City of Miami Lakes Miami Dade Expressway Authority	3 3	2023 - 2023 2023 - 2024
Omar Herrera, PE	Projects Initiation/ Projects Implementation/ Water, Sewer, utilities	Miami-Dade County Municipalities	20	2023 - NBV Award
Michael Mazer, PE, PMP, Assoc. DBIA	Pipeline Superintendent	Florida Power and Light	40	2023 - NBV Award
Salvador Gonzalez, EI	Road Reconstruction/ Construction Manager	SFWMD	40	2023 - NBV Award
Megi Rusi, PhD	Stormwater Management/ Construction Manager	SFWMD	40	2023 - NBV Award
Tammy Martin, PE	Engineering Manager	FPL Deerfield Beach Miami-Dade WASD	10 6 4	2022 - 2024 2023 - 2024 2022 - 2025
Thomas Raihl, CCM, PE	Construction Manager	North Miami Beach Water	32	2020 - 2025
Jon Dinges, PE	Project Manager	SFWMD Palm Beach County City of Winter Haven	20	2023 - 2025
Melissa Velez, LEED AP, PE	Permitting Engineering Manager	Village of Key Biscayne Miami-Dade WASD	4 16	2023 - 2024 2020 - 2025
Steven King, PE	Project Manager	Toho Water Authority Seminole Tribe of Florida	10 10	2023 - 2024 2023 - 2025

Key Staff Member's Engagement Commitments

KEY STAFF NAME	AREA OF RESPONSIBILITY	CLIENT	COMMITMENT (HOURS/ WEEK)	PERIOD OF ENGAGEMENT
Michael Antinelli, PE, CFM	Engineer	Miami Beach – Private Property Assessments/	10	2022 - 2024
Abbie Wilson, PE	Project Manager/ Coastal Engineer	Royal Caribbean Group Village of Key Biscayne 710 Edge FEMA	8 4 4 4	2021 - 2023 2021 - 2024 2021 - 2023 2021 - 2026
Robert Johnson, PE	Stormwater Management	Hillsborough County City North Port Richey	20	2022 - 2025 2022 - 2024
Brent Morris, PE	Stormwater Management	SFWMD Tampa Electric FPL	20	2022 - 2025 2022 - 2025 2022 - 2025
Amazia Kiboko, PE, PTOE	Technical Adviser- QAQC reviewer Utilities & Roadway- Easement	City of Miramar	7	2023 - 2025
Marilyn Markwei, PE	Project Engineer – Task Lead Roadway Design & Drainage	Miami Dade- Public Works Department	8	2023 - 2024

Proposed Subcontractors

SUBCONTRACTOR NAME & ADDRESS	AREA OF RESPONSIBLITY	LICENSE NUMBER
Moffatt & Nichol 2937 SW 27th Avenue, Suite 101A Miami, FL 33133	Sustainability and Resilience Strategy	License No. 4877 / Tim Blankenship PE No. PE55910
Brizaga 2101 W. Commercial Blvd, Suite 4600 Fort Lauderdale, FL 33309	Program Branding and Stakeholder Management	License No. 32365 / Michael Antinelli PE No. PE78513
ECT Corporate Office 7027 SW 24th Ave. Gainesville, FL 32607	Stormwater and Green Infrastructure	License No. P22824 / Derrick Lewis PE No. 62965
The Engineering Company 2875 NE 191st Street, Suite 602 Aventura FL 33180	Transportation, Structural, & CE&I	License No. 34859 / Omar Herrera PE No. 89107
GOAL Associates, Inc 14750 NW 77th Court, Suite 320 Miami Lakes, FL 33016	Roadways and Easements	License No. CA30697 / Godfrey Lamptey PE No. PE68261
HPF Associates, Inc. 14803 SW State Rd 45 Suite 101 Archer, FL 32618	Construction Management	License No. P11000051048

NORTH BAY VILLAGE

PRINCIPAL-IN-CHARGE
Rafael Frias III, PE

LEAD PROGRAM MANAGER
Carlos Ortega, PE - LPM

TECHNICAL ADVISORS

Program Management
Charles Moseley

USACE
Rick Kaiser, PMP

Coastal Resilience
1 Tim Blankenship, PE

Roads, Easements & Utility
5 Amazia Kiboko, PE, PTOE - ENG

Stormwater
Andrew Smith, PE, CFM

CIP Integration/Impl.
Joe Stromwall, PE

Sustainability
Melissa Crane

Constructability & Cost Est.
Mike Mackenzie, DBIA

MDWASD/Other Utilities Coord.
Arturo Burbano, PhD, PE, PMP

Grants & Funding
Francesca McCann

IMPLEMENTATION PROGRAM STRATEGY (2060 VISION, PRIORITIES, GOALS & OBJECTIVES)

Task Lead: 1 Lynette Cardoch, PhD, LEED AP - PM

PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT
1 Lynette Cardoch, PhD, LEED AP PM
2 Alec Bogdanoff, PhD - PM

LOE: GOALS, OBJECTIVES, COST, ACTION PLAN
Charles Moseley

PROJECT PLANNING & CIP DEVELOPMENT & OPTIMIZATION
Charles Moseley

Stormwater Management
3 Derrick Lewis, PE - PM

Sustainability & Innovation
1 Lynette Cardoch, PhD, LEED AP

Roadway & Traffic
5 Godfrey Lamptey, PE, PTOE - PM

Green Infrastructure
Reed Blochberger, PE
1 Jaime Diaz, LEED AP

EASEMENT & LAND ACQUISITION
5 Victoria Buxton-Tetteh

Financial Advisor (Internal/ External Funding Strategies)
Robert Chambers, MBA

Statement of Work & SOW
Pablo Gala-Serra, PE - PM

Water & Sewer & Other Utilities (Lead/Coordinator)
Pablo Gala-Serra, PE - PM

Hydrology & Hydraulic Analysis
Jon Dinges, PE - ENG
Sam Miller, PE

Resiliency & Sustainability (SLR, flooding, coastal)
1 Lynette Cardoch, PhD, LEED AP

Community Engagement & Public Outreach
2 Michael Antinelli, PE, CFM - ENG

GRANTS COORDINATOR (STATE & FEDERAL)
Kevin Coyne, PMP

STAKEHOLDER/NBV LIAISON
2 Alec Bogdanoff, PhD - PM

INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (PRE-CONSTRUCTION)

Task Lead: Pablo Gala-Serra, PE - PM

PROJECTS INITIATION & PROGRAM CONTROLS MGMT.
Pablo Gala-Serra, PE - PM
4 Omar Herrera, PE - PM

Scheduling
Martie Croswait
Javier Cabrera

Cost Estimating
Danny Chadwick, CPE - CES

Budget/Funding Tracking
Martie Croswait
Javier Cabrera

KPI's
Martie Croswait
Javier Cabrera

Document Controls
Melody Gonzalez, EI

Program Monitoring
Charles Moseley

PROJECTS IMPLEMENTATION & DELIVERY
Tammy Martin, PE - ENG
4 Omar Herrera, PE - PM

Design Build
Michael Mazer, PE, PMP - CM

Progressive Design Build
Thomas Raihl, CCM, PE - ENG, CEI

CMAR
Michael Mazer, PE, PMP - CM

Design Bid-Build
Tammy Martin, PE - ENG

STORMWATER MANAGEMENT
3 Derrick Lewis, PE - PM
3 Robert Johnson, PE - ENG
3 Brent Morris, PE - ENG
4 Megi Rusi, PhD - CM

Hydrogeological/Infrastructure Alternatives
Ed Rectenwald, PG, PMP

Hydrology and Hydraulics
Jon Dinges, PE - ENG
Sam Miller, PE

ROAD RECONSTRUCTION
5 Godfrey Lamptey, PE, PTOE - PM
4 Salvador Gonzalez, EI - CM

Road Engineer
5 Jesus E. Jimenez, PE - ENG

Traffic Engineer
5 Marilyn Markwei, PE - ENG

Green Infrastructure
Reed Blochberger, PE
1 Jaime Diaz, LEED AP - PM

Grey Infrastructure
Pablo Gala-Serra, PE - PM

COASTAL PROTECTION/ SEAWALL
1 Abbie Wilson, PE - PM

PROCUREMENT
Tom Rucker (Lead)

RISK & CHANGE MGMT.
George Joyce, PMP, PE

GEOTECHNICAL
Mark Chomtid, PhD, PE

PERMITTING & CONTRACTS COMPLIANCE
Melissa Velez, LEED AP, PE - ENG

Bldg. Dept. & Flood Plain Mgmt.
Irene Testa

USACE
Kevin Miller
Rich Hancock

SFWMD
Tammy Martin, PE - ENG

RER/DERM
Irene Testa

Planning & Zoning
Irene Testa

BMP & SWPPP
Jon Dinges, PE - ENG
Sam Miller, PE

NBV Contracts Div./Dept.
Irene Testa

FEMA
Steve King, PE - ENG

ENVIRONMENTAL ENGINEERING
Barbara Butler
3 Jennifer Mathia

INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (CONSTRUCTION & DELIVERY)

Task Lead: Heriberto Torres, PE - PM

CONSTRUCTION MANAGERS
Heriberto Torres, PE - PM (Lead)
Michael Mazer, PE, PMP - CM
4 Salvador Gonzalez, EI - CM
4 Megi Rusi, PhD - CM

Construction Administration
Tommy Crenshaw, PE

RISK & CHANGE MGMT.
George Joyce, PMP, PE

CONSTRUCTION ENGINEERING INSPECTION
Thomas Raihl, CCM, PE - ENG, CEI
Jean Clermont
6 Paul Abbott

COMMISSIONING & ACCEPTANCE
Jean Clermont (Lead)

PROJECT ACCEPTANCE & CLOSEOUT
Michael Mazer, PE, PMP - CM

BMP/SWPPP
Jon Dinges, PE - ENG
Sam Miller, PE

TESTING, OPERATIONS & MAINTENANCE
Ron Parker
Jean Clermont

ADDITIONAL RESOURCES AND SPECIALISTS

Regulatory Coordination
1 Christy Brush, CFM

Value Engineering
Walt Reigner, PE

Architecture
Phil D. Rishel, RA, LEED AP

Finance & Administration
Jorge Villalobos

Landscape Architect
1 Kelli Reinhardt, AIA, ASLA, PLA

Site/Civil Engineering
Tammy Martin, PE - ENG

Pipelines/Trenchless Tech.
Olena Lytvyn, PE

Structural Engineering
1 Ludovic Binner, PE

Mechanical Engineering
Diego Barrios, PE

Electrical Engineering
David Garcia, PE

CAD/GIS
Clayton Glatt

Organizational Chart Key

Key Personnel
- Lead Program Manager (LPM)
- Project Manager (PM)
- Construction Manager (CM)
- Engineer (ENG)
- Construction Engineering & Inspection (CEI)
- Cost Estimators and Schedulers (CES)

1 **Moffatt & Nichol**
2 **Brizaga**
3 **ECT**
4 **The Engineering Co.**
5 **Goal Associates**
6 **HPF Associates, Inc.**



Carlos Ortega, PE

LEAD PROGRAM MANAGER

Carlos has extensive experience with all stages of project delivery of stormwater infrastructure projects for municipal clients. His experience includes management of large flooding and drainage control master plans and all phases of design on projects focused on stormwater and road and bridge rehabilitation. Extensive experience with FDOT on plan reviews for roadway design projects, as well as permitting, procurement, and services during construction. Notably, Carlos worked on North Bay Village's Stormwater Master Plan (SWMP).

EDUCATION

- BS, Civil and Environmental Engineering, Florida International University

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 2

PROFESSIONAL REGISTRATION

- PE - FL, #tion

BLACK & VEATCH

VALUE TO THE VILLAGE

Upon Notice to Proceed, Carlos will embed with the Village to start-up the program, draw on his experience developing the Village's SWMP, and mobilize staff as needed to coincide with the Village's award of design and construction projects.

PROJECT EXPERIENCE

City of Miami | City-Wide Program Management Support Services | Miami, FL | 2023 - Ongoing

Program Manager. Mr. Ortega is currently embedded with the City of Miami's Office of Capital Improvements to implement Citywide Capital Improvement projects including storm-water, roads and bridges design and construction projects.

City of Miami | NE 10th Avenue Roadway and Drainage Improvements | Brickell, FL | 2020-2021

Project Designer. Responsible for the preliminary drainage design of the improvements within the Shorecrest community. Utilizing the model developed from the 2019 Drainage Feasibility Study Report, the NE 10th Avenue Roadway improvements were analyzed along NE 10th Avenue, Little River Drive, and NE 78th Street. During the design phase, it was recommended to keep the two existing outfalls at LRD and NE 78 St active and not to abandon them. The 2-D model was revised to include sea level rise to determine a feasible option for the proposed upsizing of the outfall at NE 10th Avenue. Permitting included coordination with Miami-Dade County's RER for the Class II permit, SFWMD for the surface water management permit, and USACE for an Individual Permit Application for work being completed within navigable waters in the United States.

FDOT District 6 | Districtwide NPDES Push Button Technical Consultant & GIS Services | Miami-Dade, FL | 2019-2021

Project Manager. Carlos originally began providing support to FDOT in the previous contract and eventually served as the Project Manager for this contract, working directly with the FDOT District 6 Drainage Engineer. Mr. Ortega was responsible for managing and assigning the various permit reviews received and FDOT roadway and LAP grant plans for the ERC system. He ensured that compliance with FDOT guidelines and standards, and adherence to the Florida Administrative Code, F.A.C. 14-86 for drainage connections were followed. Additional tasks included managing the current TWOs under the contract, meeting with the client on a monthly basis, providing QA/QC of plans, specs, and reports, and updating the FDOT District 6 ICPR Applications Manual to incorporate ICPR 4.0, the Exfiltration Trench Reference Manual (ETRM) and the ICPR Technical Design Guide (TDG).



Pablo Gala-Serra, PE

PROJECT MANAGER: INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION (PRE-CONSTRUCTION)

Pablo is a civil engineer and project manager with Black & Veatch's Water Division. He has been involved in both traditional design and design-build-operate projects, as well as design bid and built projects, and has designed both new and retrofitted facilities. Pablo has experience managing medium and high complexity engineering projects related to stormwater, water, wastewater and energy. His expertise resides in infrastructure, roads, stormwater, hydraulics, pump stations and treatment plant design related projects. He also has experience in engineering, procurement, and construction support services, and from proposal phase to project execution.

EDUCATION

- MCE, Civil Engineering, Universidad Politécnica de Cataluña
- MS, Civil Engineering, INSA de Lyon

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 10

PROFESSIONAL REGISTRATION

- PE - FL, #90447

BLACK & VEATCH

VALUE TO THE VILLAGE

Pablo will provide value to the Village as an experienced professional engineer familiar with infrastructures, roads, stormwater, hydraulic, pumps stations and treatment plant design managing the execution of the different identified projects. Pablo has experience in engineering, procurement and construction, and is familiar with capital improvement programs and infrastructure programs similar to what the Villages is willing implement.

PROJECT EXPERIENCE

Village of Key Biscayne | Infrastructure Program Strategy | Miami, FL | 2022 - Ongoing

Deputy Project Manager. The Village of Key Biscayne infrastructure program includes sea level rise and storm water protection. This program includes stormwater system improvements, integrating the stormwater system as well as a new pump stormwater system, roadway improvements, raised roads, improved swales, and improvements on two access bridges. A strategy plan was developed to identify the Village's needs and define a list of priority projects that will need to be integrated as part of the capital improvement programs.

Miami-Dade WASD | Ocean Outfall Legislation Program | South District Wastewater Treatment Plant (SDWWTP) Engine Generation and Electrical Distribution Building No. 3 | Miami, FL | 2018-2022

Engineering Manager. Project included engine generators replacement project for the SDWWTP. Responsibilities included evaluating existing engine generation capabilities for the SDWWTP, performing an alternatives evaluation for different engine generators for the plant which included low speed diesel, high speed diesel, natural gas, hybrid alternatives (selected alternative). Energy efficiency evaluation including a probabilistic life cycle assessment was developed to select the recommended hybrid alternative for implementation. The project also included an electrical distribution building for 50 percent of the plant processes designed to meet ocean rise standards set by Miami-Dade.



Heriberto Torres, PE

PROJECT MANAGER: INFRASTRUCTURE IMPROVEMENT INITIATIVE IMPLEMENTATION LEAD (CONSTRUCTION & DELIVERY)

Heriberto has more than 20 years of field experience in civil and environmental engineering with hands on experience in different projects including chemical control programs, dams, roads, local and federal government and industrial.

EDUCATION

- MS, Environmental Engineering, New Mexico State University
- BS, Civil Engineering, New Mexico State University

YEARS OF EXPERIENCE: 20

YEARS WITH FIRM: <1

PROFESSIONAL REGISTRATION

- PE - FL, #PE80216
- Construction Quality Management Cert. USACE
- OSHA 30-hour certificate

BLACK & VEATCH

VALUE TO THE VILLAGE

Heriberto's project management experience includes navigating complex projects, and successfully implementing forbearance schedules which decreased or eliminated liquidated damages while maximizing resources to stop project delays and cost overruns. He has outstanding inspection skills evidenced through a solid record of delivering projects ahead of schedule maintaining quality standards. This expertise and his skills as a project manager will ensure the success of this project.

PROJECT EXPERIENCE

South Florida Water Management District | Sta 1 West-Water Treatment Area Construction | West Belle Glade, FL | 2021-2023

Project Manager/OC Manager. Managed a $96M project for the construction of Sta 1 West-South Florida Water Management District Water Treatment area construction. Worked in the management of 5.6 miles of trapezoidal concrete lined canal serving as a liaison between the subcontractor and general contractor finishing the task in schedule. Performed quality control assessment and daily inspections for all aspects of construction and commissioning subsequent sections of the canal for immediate water conveyance in coordination with the quality assurance team.

U.S. Army Corps of Engineers | C10/C12 Culvert Construction HHD Reconstruction | Pahokee, FL | 2018-2021

Project Manager. Managed a $40M USACE project for the reconstruction of Herbert Hoover Dike Culverts C10 and C12. Successfully took over a project from a notice to cure to a satisfactory evaluation in USACE's CPARS evaluation system and reducing for more than a year existing project delays. Responsibilities included, the preparation of forbearance schedule, progress payments, project cost control and general quality control of the project.

U.S. Army Corps of Engineers | C10A Culvert Construction HHD Reconstruction | Canal Point, FL | 2017 - 2018

Assistant Project Manager. Performed duties of project manager in $60M project for USACE developing schedule updates and pay applications. Developed successfully a management team for the construction of culvert supervising multiple subcontractors. Supervised the implementation and execution of the construction at a Culvert project and company safety programs and Accident Prevention Plan, providing support to the site safety officers in interpretations of EM 35-1-1 (USACE Safety Manual) and OSHA regulations.



Michael Mazer, PE, PMP, ASSOC. DBIA

CONSTRUCTION MANAGER: DESIGN BUILD/ CONSTRUCTION MANAGEMENT AT RISK/ PROJECT ACCEPTANCE & CLOSEOUT

Michael is experienced in traditional, Construction Management at Risk (CMAR) and, design-build projects. Responsibilities have included design criteria package development, construction schedule development, and other planning support for projects using collaborative delivery on various water and wastewater projects across southern Florida.

EDUCATION

- BS, Civil Engineering, University of Florida

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 1

PROFESSIONAL REGISTRATION

- PE - FL, #86447
- PMP – Project Management Institute #2020631
- Design-Build Institute of America (DBIA) Associate

BLACK & VEATCH

VALUE TO THE VILLAGE

Upon notice to proceed, Michael will support the Village's development of Construction Contract documents for initially scheduled projects in conjunction with the Village's leadership, legal department, and Black & Veatch construction contracting specialists as needed and mobilize staff to coincide with the Village's award of construction projects.

PROJECT EXPERIENCE

Hillsborough County Water Resources Division | Septic to Sewer Program | Hillsborough, FL | 2022 - 2023

Senior Project Manager. Hillsborough County Water Resources Division for Septic to Sewer program, approximately $210M in Vacuum Sewer conversion projects planned in South county service areas through 2027. Assisted client in developing and implementing CMAR (Construction Management At-Risk) procurement methodology for the first time, beginning at the RFQ and planning stage.

Tampa Bay Water | Integrated Program Manager Consultant | Tampa, FL | 2022 - 2023

Owner's Advisor. Development of planning-level cost estimates for Tampa Bay Water CIP program. Design Criteria Package development, construction schedule development, procurement document preparation, contract negotiation, and other client support for collaborative delivery projects (CMAR/PDB).

Miami-Dade Water and Sewer| Pump Station Improvement Program | Miami-Dade County, FL | 2014 - 2020

Construction Manager. Supervision of construction of lift station and force main projects for Pump Station Improvement Program in Miami-Dade County under EPA Consent Decree. Managed field CMS activities, negotiated change orders, performed hydraulic testing and troubleshooting of pumps and lift station controls. Also developed program-level framework for construction cost estimating, maintained Primavera P6 master schedule, and analyzed bid and procurement trends.



Tammy Martin, PE

ENGINEER: PROJECTS IMPLEMENTATION & DELIVERY/DESIGN BID-BUILD/SFWMD/SITE/ CIVIL ENGINEERING

Tammy is an engineering manager and environmental engineer with 17 years of experience and knowledge of water and wastewater engineering and pump station mechanical process design.

EDUCATION

- BS, Civil Engineering (summa cum laude), Florida Atlantic University

YEARS OF EXPERIENCE: 17

YEARS WITH FIRM: 8

PROFESSIONAL REGISTRATION

- PE - 2011, FL,# 73892

BLACK & VEATCH

VALUE TO THE VILLAGE

Tammy has served as project engineer on many environmental engineering projects including stormwater design, permitting, and construction management. Tammy is proficient with WaterGEMS modeling, HEC-RAS modeling, and Arc GIS. She has participated in detailed design and construction of alternative delivery methods (design/build/operate).

PROJECT EXPERIENCE

Miami-Dade Water and Sewer Department; North District Wastewater Treatment Plant HLD Injection Well Pump Station (OOL NE-1) | Miami, FL | 2020-2022

Engineering Manager. Tammy managed the design of a new Injection Well Pump Station and associated electrical components, injection wellheads, injection well yard piping supply loop and flushing water system; conversion of the existing Outfall Pump Station to a Transfer/Outfall Pump Station and installation of the transfer pipe from the pump station to the new flocculation tank; new roads; new guard house and site fence; new sanitary lift station; and new stormwater collection and conveyance system.

City of Key West | Dennis Street Stormwater Improvements Pump Station Phase I and Phase II | Key West, FL | 2016-Ongoing

Engineering Manager. Managed the design of a 5,000 gpm stormwater pump station and 750 LF of discharge pipeline.

SFWMD | IT Shelter Replacement Construction Project | Palm Beach and Hendry Counties, FL | 2015-Ongoing

Engineering Manager. Tammy is currently assisting in the construction management of four (4) South Florida Water Management District IT shelters in Palm Beach and Hendry Counties. The project includes construction observation staff, quality control testing, and document control of submittals, RFIs, cost proposals, change orders, and pay applications.



Thomas Raihl, PE, CCM

ENGINEER: PROGRESSIVE DESIGN BUILD/ CONSTRUCTION ENGINEERING & INSPECTION

Thomas has worked for more than 40 years in the environmental industry, from a construction inspector through construction manager. Additionally, he started as a design engineer working his way to design project manager for a major pumping station complex. Thomas has worked on project sizes varying from $30M to $450M. He is currently the Owner's Representative for the Norwood WTP Progressive Design Build at a Budget (PDBB) program at the City of North Miami Beach.

EDUCATION

- BS, Marine Engineering, Diesel and High Pressure Steam Power Systems, US Merchant Marine Academy

YEARS OF EXPERIENCE: 41

YEARS WITH FIRM: 7

PROFESSIONAL REGISTRATION

- PE - 2016, FL, #81489
- License, Thomas E. Raihl, Environmental, #0031723, Connecticut, United States, 2016
- Certified Construction Manager, #2458, Multiple, United States, 2016

VALUE TO THE VILLAGE

Thomas specializes in program management, construction management, and construction inspection. He brings a vast amount of experience in water treatment plant expansion projects as well as membrane and lime softening plant filtration systems. His interpersonal skills allow him to effectively lead teams and build consensus among team members. He is currently the Construction Manager for the City of North Miami Beach under a staff augmentation program handling all construction projects within their $100M Capital Improvement Program and advising the City on construction issues throughout their system.

PROJECT EXPERIENCE

City of North Miami Beach | Construction Program Management | North Miami Beach FL | 2020 - Ongoing

Construction Program Manager. The program in North Miami Beach is staff augmentation running the linear and horizontal construction programs for the City's Director of Construction. Includes supervising all construction personnel, reviewing all projects in construction, administering payments, claims, correspondence and performing constructability reviews for all upcoming projects. The most unique project is the Progressive Design Build at a Budget for the Norwood WTP Rehabilitation. This plant is a 24MGD water plant that needs a complete renovation and is using a unique delivery system.

Anne Arundel County | Cox Creek WRF Upgrade | Annapolis, MD | 2017 - 2020

Construction Manager. The Cox Creek WRF Upgrade was a complete plant rehabilitation which included modifying the step aeration process to a mixed liquor filtration process at this 30 MGD plant. The Contract was broken into multiple phases and included chemical treatment, resiliency additions, rehabilitation of the aeration and biosolid handling facilities, and the installation of a new 35kV power distribution system with emergency power backup.



Jon Dinges, PE

ENGINEER: HYDROLOGY & HYDRAULIC ANALYSIS/ BMP/SWPP

Jon has more than 29 years of experience in civil and environmental engineering with a water resources focus. His project experience includes stormwater planning, design, and construction services and floodplain management.

EDUCATION

- BS, Environmental Engineering, Water Resources, University of Florida, 1994
- Professional Development University of Florida Executive Education, Project Management Certificate

YEARS OF EXPERIENCE: 29

YEARS WITH FIRM: 5

PROFESSIONAL REGISTRATION

- PE - 1999, FL, #54747

BLACK & VEATCH

VALUE TO THE CITY

As Black & Veatch's Regional Water Resources Leader, Jon will maintain access to our professionals for efficient and high-quality delivery. Jon excels at navigating complex projects and maintaining robust communication. His management and executive experience is key to leading the team to successful project completion. His experience includes Integrated/One Water master planning, watershed planning, stormwater system modeling in ICPR, design and retrofit, and sustainability and resilience strategies.

PROJECT EXPERIENCE

North Bay Village | Stormwater Master Plan and Community Rating System Services | North Bay Village, FL | 2019 - 2020

Project Manager. Black & Veatch supported development of a stormwater master plan for this highly-vulnerable island community. In addition, Black & Veatch assisted the community with entry into the CRS program.

City of Winter Haven | One Water Master Plan | Polk County, FL | 2019 - Ongoing (Phase 1 Complete)

Project Manager. The Winter Haven One Water Master Plan is a comprehensive, watershed-based planning approach to address the challenges of rapid development in a region with impaired waters and hydrologically-impacted natural systems. This project involves planning all aspects of Winter Haven's water future in a 50-year time frame.

Palm Beach County | Flood Protection Level of Service Assessment for Current and Future Sea Level Rise Conditions | Palm Beach County, FL | 2014 - 2019

Project Manager. The South Florida Water Management District (District) is conducting a system-wide review of regional water management infrastructure to determine flood protection level of service (FPLOS) provided by existing infrastructure under current and future sea level rise and rainfall conditions.



Steven King, PE

ENGINEER: PERMITTING & CONTRACTS COMPLIANCE - FEMA

Steven has gained a variety of experience in Civil Engineering and Project Management. Design projects have included many different types of water/ wastewater projects including: RO WTP upgrades, RO WTP studies, energy efficiency studies, WTP pump stations, Ground Storage Tanks, water and wastewater plant design, project management, utility investigation, water supply, pipeline design, regulatory compliance and permit preparation and review.

EDUCATION
- BS, Chemical Engineering, University of South Florida

YEARS OF EXPERIENCE: 23

YEARS WITH FIRM: 16

PROFESSIONAL REGISTRATION
- PE – 2012, FL, #74954

BLACK & VEATCH

VALUE TO THE VILLAGE

Steven has extensive experience obtaining regulatory approvals for a variety of water and wastewater projects. Prior experience includes working as Permitting Supervisor during a seven-year employment with FDEP.

PROJECT EXPERIENCE

Tampa Bay Water | Eldridge-Wilde Wellfield Upgrade | Tarpon Springs, FL | 2016 – On-going

Lead Designer / Permitting Supervisor. The project involves new pumps and motors, discharge piping, well houses, site civil, permitting, electrical and I&C of 24 wells with new pumps, motors, discharge pipe, well houses and site civil improvements. The permitting efforts included both Pinellas and Hillsborough County Site plan approvals (including Hillsborough County wetlands setback variance approval), SWFWMD ERP, FDEP Drinking Water, Hillsborough EPC Wetlands Permit, FWC Endangered Species permitting, and building department support. Designs had to include nutrient reduction, stormwater control, wetlands setbacks and many other elements and calculations to get the required approvals.

Hillsborough County | NWRWRF Solids Dewatering Facility | Odessa, FL | 2019 – On-going

Engineering & Project Manager. Responsible for the design, permitting and construction phase services for the new solids dewatering facility at the Northwest Regional Water Reclamation Facility for Hillsborough County. The design includes the use of four screw presses to dewater the sludge in a new building and all of the appurtenances. The permitting includes updating the FDEP operating permit for the WRF, updating the ERP for the site and getting Site Plan approval, getting a FDOH Drinking water permit and assisting with the Building Department Permitting.

Seminole Tribe of Florida | Brighton WWTP Expansion | Brighton, FL | 2020 – On-going

Project Manager. The project involves the expansion of a 150,000 gpd plant to 300,000 gpd, the additional of all new structures including new SBR basins, new splitter box, new influent pump station, new solids dewatering facility, new line effluent storage pond, and a new administration building. The permitting includes updating the tribal ERP permits, extensive stormwater design and stormwater permitting, historic site preservation permits and all dig permits for Geotech and SUE.



Melissa Velez, PE, LEED AP

ENGINEER: PERMITTING & CONTRACTS COMPLIANCE

Melissa has over 16 years of experience in the water and wastewater field in Florida. Her experience includes design, feasibility studies, hydraulic modeling, cost estimating, and construction oversights for water and wastewater treatment plants.

EDUCATION

- MS, Environmental Engineer, Stanford University
- BS, Civil Engineer, Environmental Engineer, Florida International University

YEARS OF EXPERIENCE: 16

YEARS WITH FIRM: 6

PROFESSIONAL REGISTRATION

- PE - 2011, FL, #72508
- Certification – LEED, 2009

BLACK & VEATCH

VALUE TO THE VILLAGE

Melissa has over 16 years of experience of engineering management, design and permitting experience and knowledge in Miami-Dade County. She has successfully delivered water and wastewater projects through her leadership and responsive experience.

PROJECT EXPERIENCE

Miami-Dade Water & Sewer Department | Ocean Outfall Legislation (OOL) Project Upgrades at the North District Wastewater Treatment Plant | Miami, FL | 2020-In-Progress

Engineering Manager. This project consists of design and permitting of 75 MGD High level Disinfection (HLD) Facilities for the NDWWTP to meet the OOL. The new HLD facilities consist of a new treatment train taking a portion of the secondary clarifier effluent and conveying it to a new HLD Train at the Southwest portion of the existing site. The new HLD train contains the following components: HLD flow metering station/Filtration /Disinfection in a chlorine contact tank/Sodium hypochlorite storage and feeding facility/Electrical substation for serving the processes above/ Injection well pump station facility/Injection well discharge piping /Wellheads design (well design was done under another Task Order)/Flushing water system for the new HLD Site/All yard piping associated with the HLD site/Stormwater infrastructure for the whole HLD site/Sanitary Sewer Lift Station serving the whole HLD site/New site design including grading and roadway/All electrical and I&C infrastructure required for the new HLD site/Guard house and new permanent fence surrounding the OOL project site, including new gate. Melissa is charged of coordinating with the multiple permitting agencies and subcontractors for the FDEP ERP Permit Modifications, Class VI, Building Permits with North Miami and Miami-Dade RER.

Miami-Dade Water and Sewer Department; SDWWTP Electrical Distribution Building 3 Miami, FL | 2019-In-Progress

Civil Engineer. Assisted with permitting of new electrical building with Miami-Dade County and designed the civil routing of the electrical ductbanks including preparing profiles to optimized duct banks depth to limit the need for dewatering and shoring.



Danny Chadwick, CPE

COST ESTIMATOR & SCHEDULER: PROJECTS INITIATION & PROGRAM CONTROLS - COST ESTIMATING

Danny is a Principal Estimator in Black & Veatch's Water Division. He has extensive experience in managing and estimating new construction and renovations from concept to completion.

EDUCATION

- BS, Construction Technology, Murray State University, Murray

YEARS OF EXPERIENCE: 44

YEARS WITH FIRM: 5

PROFESSIONAL REGISTRATION

- Certified Professional Estimator by American Society of Professional Estimators – 2011, #1.4-000832-0811
- LEED AP With BD + C Specialty by USGBC
- General Contractor – 2008, FL, #CGC1516716

VALUE TO THE VILLAGE

Danny is proficient in construction document development and interpretation. He has developed and implemented budgets; organized subcontractors and ensured cost-effective materials procurement; and negotiated subcontracts and material contracts. Danny can coordinate all aspects of projects including bid preparation/ analysis for site development and building construction.

PROJECT EXPERIENCE

Miami Dade Water Sewer Department | Ocean Outfall Legislation, High Level Disinfection Program, HLD Facilities | Miami, FL | 2020 – Ongoing

Project lead estimator for the construction of the filtration system. Supervise a team of estimators performing evaluation estimates for the filtration system. Leading to the decision to use disk filters with a chlorine contact chamber disinfection system prior to discharge of the effluent into the High-Level Disinfection Injection wells. Project valuation US $103M.

BLACK & VEATCH

Miami Dade Water Sewer Department | NWWF Roadway Restoration | Miami, FL | 2021 – Ongoing

Project estimator for the restoration of roadways for the NWWF from the entrance gate to the lime disposal facility. Project valuation US $8M.

TOHO Water Authority| Woodside Utility Relocations | Kissimmee, FL | 2023 – Ongoing

Project Lead estimator. Supervise a team of estimators to prepare an estimate to relocate and add to an existing sanitary sewer system, potable water system and a reclaimed water system in the intersections of two major city artery's and running parallel to an active airport. Project Valuation US $6M.

Tampa Bay Water | Integrated Program Management Services | Tampa Bay, FL | 2023 – Ongoing

Project Lead estimator. Supervise a team of estimators to prepare various requested estimates for the program. Estimates vary from adding to the Desalination Intake System, to Valve and pipeline replacements at the Cypress Creek.



Lynette Cardoch, PHD, LEED AP

PROJECT MANAGER: IMPLEMENTATION PROGRAM STRATEGY TASK LEAD/PROGRAM DEVELOPMENT, BRANDING & ENGAGEMENT/ SUSTAINABILITY & INNOVATION/RESILIENCE & SUSTAINABILITY

Dr. Lynette Cardoch leads collaborative efforts to deliver comprehensive resiliency solutions and adaptation services in the coastal zone. She is a coastal ecologist with more than 22 years of experience in regulatory and water policies, coastal restoration, and urban and coastal resiliency. She has worked closely with coastal utilities and natural resource agencies on integrated planning and operationalizing resiliency, particularly for coastal protection, storm surge, and interior flooding. She is an active resident of Miami-Dade County, having served on the Biscayne Bay Task Force, which is charged with evaluating the health of the Bay and potential coastal improvements. She also serves on the County's Planning Advisory Board.

EDUCATION

- PhD/Louisiana State University/Oceanography and Ocean Sciences/2000
- MA/University of Miami/ Marine Affairs and Policy/1994
- BA/Harvard College/Biological Anthropology/1992

YEARS OF EXPERIENCE: 22

YEARS WITH FIRM: 4

PROFESSIONAL REGISTRATION

- LEED Accredited Professional, 2009

moffatt & nichol

VALUE TO THE VILLAGE

Dr. Lynette Cardoch is a recognized resiliency expert in South Florida. She has worked closely with coastal communities on integrated planning and operationalizing resiliency, particularly for coastal protection, storm surge, and interior flooding. She has served as technical reviewer for M&N NBV projects.

PROJECT EXPERIENCE

Miami-Dade County | USACE Back Bay Coastal Storm Risk Management | Miami, FL | 2022 – Present

Project Manager. The draft 2020 US Army Corps of Engineers (USACE) Back Bay Coastal Storm Risk Management (CSRM) feasibility study proposed an 18-foot-tall conventional floodwall surrounding most of the downtown waterfront and divided the northern part of the County. North Bay Village received no protection from this plan. Due to lack of local support, USACE paused the project. In 2022, USACE restarted the CSRM process. M&N is currently the advisor to the County's Office of Resiliency, along with the Chief Bay Office, and Office of the Mayor, to review the updated USACE 2021 draft plan, which again, kept a flood wall around downtown Miami, and focused on seven specific areas in the County. Moffatt & Nichol has generated alternatives that enhance the use of nature-based features for risk reduction, expands the protection zones, allows for adaptive management of climate changes, and provides more equitable protection across the entire County.



Abbie Wilson, PE

ENGINEER: COASTAL PROTECTION/SEAWALL

Abbie Wilson has expertise in coastal and drainage engineering projects throughout Florida and the Gulf States. She has been responsible for the development of comprehensive drainage reports, detailed design, preparation of plans and specifications for the drainage of small roadways to major interstates and site/civil facilities, dredging, hydraulics, shoreline restoration, and shoreline protection. She is well-versed in developing specification packages and has extensive experience with permitting through Miami-Dade and Broward Counties, South Florida Water Management District, US Army Corps of Engineers (USACE), US Coast Guard, and special drainage districts such as the South Broward Drainage District.

EDUCATION
- BS/Florida Institute of Technology/Ocean Engineering

YEARS OF EXPERIENCE: 16

YEARS WITH FIRM: 3

PROFESSIONAL REGISTRATION
- PE - Year, FL, #76900

moffatt & nichol

VALUE TO THE VILLAGE

Abbie as a proven track record working with the Village through clear and constant communication, experience presenting to the Village Commission, and/or meeting with task force members and delivering quality projects.

PROJECT EXPERIENCE

North Bay Village | Island-wide Seawall Design Criteria Package| North Bay Village, FL | 2020 – 2021

Project Manager. This project developed the minimum criteria for new and restored seawalls to be designed and constructed to throughout the Village on both public and private properties utilizing resilient and innovative designs. The project provided a basis for code development to facilitate overall resiliency and coastal defense throughout the Village.

North Bay Village | Island Walk Design Criteria Development | North Bay Village, FL | 2020 – 2021

Project Manager. This project developed the criteria required for a new multi-use pathway extending approximately 3,000 linear feet along the northern shoreline of Treasure Island to enhance waterfront access and development. Also aided the Village in grant applications from Florida Inland Navigation District and Federal Emergency Management Agency for implementation.

Village of Key Biscayne | Continuing Coastal Storm Risk Management (CSRM) Support | Village of Key Biscayne, FL | 2022 – Ongoing

Project Manager. Technical consulting services as the Village of Key Biscayne continues through the CSRM process working with the USACE, Miami-Dade County, and other key stakeholders.



Alec Bogdanoff, Ph.D.

PRINCIPAL SCIENTIST

Alec Bogdanoff, Ph.D. is a policy-trained oceanographer and meteorologist with nearly two decades of policy and political experience, including managing campaigns and authoring legislation on a state and federal level. He is adept project manager, with experience leading complex multi-jurisdictional resilience assessments. He has an extensive background in simplifying and effectively communicating complex scientific processes for general audiences. For Brizaga, Alec is responsible for monitoring and identifying scientific research and advances in the areas of sea level rise and climate change, including datasets and models, to further develop internal technologies, as well as leading resilience and adaptation planning, strategic communications, and public outreach and engagement. Alec also serves as the Senior Scientist for the American Flood Coalition.

Education:

- Ph.D., Physical Oceanography, Massachusetts Institute of Technology (MIT)/ Woods Hole Oceanographic Institution (WHOI), 2016
- M.S., Meteorology, Florida State University, 2010
- B.S., Meteorology, Florida State University, 2008

Affiliations:

- Greater Fort Lauderdale Chamber of Commerce (Chair, Economic Resilience Council; Member, Board of Directors)
- American Meteorological Soc.
- American Geophysical Union
- American Society of Adaptation Professionals
- American Planning Association
- Urban Land Institute (Chair, District Resilience Committee; Member, District Management Committee)

Specializations:

- Climate Science
- Meteorology & Oceanography
- Resilience & Adaptation Planning & Strategy
- Public Policy & Communications
- Public Outreach & Engagement

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(954) 834-3533 ext. 101 P
alec@brizaga.com E

Project Experience

NORTH BAY VILLAGE STORMWATER MASTER PLAN

North Bay Village, Florida | 2020 – 2022

- Directed outreach and education associated with the City of North Bay Village's Stormwater Master Plan, which included the development of a communication strategy, assistance with the creation of materials for print, social media, and newsletters, and planning and execution of the public outreach meetings. All materials developed were designed for consumption by the general public.

HOLLYWOOD STORMWATER MASTER PLAN

City of Hollywood, Florida | 2020 – Ongoing

- Directing outreach and education associated with the City of Hollywood's Stormwater Master Plan.
- Serving as project director for the communications and outreach team, which included the development of a communication strategy, assistance with the creation of materials for print, social media, and newsletters, and planning and execution of the public outreach meetings. The materials developed were designed for consumption by the general public.
- Supporting grant applications for resilience planning and projects, including over $1 million in state resilience grants.

CITY OF CORAL SPRINGS STORMWATER MASTER PLAN

City of Coral Springs, Florida | 2022 – Ongoing

- Developing innovating outreach and education program for the Stormwater Master Plan.
- Serving as project director for the communications and outreach team, overseeing the communications team and reviewing all materials, providing expert feedback, as needed.

ORMOND BEACH STORMWATER MASTER PLAN UPDATE

City of Ormond Beach, Florida | 2018 – 2020

- Led the development of requisite stormwater planning and management processes through the identification of future stormwater infrastructure needs and the selection of appropriate sea level rise curves.
- Effectively communicated relevant findings through outreach meetings and engaged with members of the public to educate them on the topic of sea level rise and flooding, the progression of the stormwater master plan, and to obtain community input through tools such as our interactive maps.

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Michael A. Antinelli, PE, CFM

PRINCIPAL

Michael A. Antinelli, PE, CFM is a Principal & Co-Founder of Brizaga and is responsible for the oversight of all projects and engineering practices conducted by the firm. He has extensive experience in the practices of coastal and marine engineering, stormwater management, flood mitigation, site civil engineering and regulatory permitting. As a Certified Floodplain Manager, he couples the technical components of engineering with the laws and regulations enforced by the local, state, and federal governing bodies to provide clients with the most comprehensive planning tools in preparation of flood related incidents and disasters, including sea level rise and storm surge. He has led the design of numerous federally funded storm surge and sea level resiliency projects for transportation authorities and historic landmarks.

Education:

- M.S., Coastal & Oceanographic Engineering, University of Florida, 2011
- B.S., Civil Engineering, University of Florida, 2010

Affiliations:

- American Society of Civil Engineers
- Association of State Floodplain Managers

Specializations:

- Coastal/Marine Engineering
- Stormwater & Floodplain Management
- Flood Mitigation Engineering
- Resilience and Adaptation Strategy

Licensure:

- Professional Engineer
  FLORIDA #78513
  NY #102714
  NJ #24GE05623200
- Certified Floodplain Manager
  US-17-09709

Project Experience.

ORMOND BEACH STORMWATER MASTER PLAN UPDATE

City of Ormond Beach, Florida | 2018 - 2020

- Led the development of requisite stormwater planning and management processes through the identification of future stormwater infrastructure needs and the selection of appropriate sea level rise curves.
- Identified at-risk areas and public assets pertinent to flood events and recommended adaptation strategies that may be performed by the city specifically prioritizing infrastructure and ecosystem resiliency.

FLOOD PROTECTION FOR VIZCAYA MUSEUM AND GARDENS

City of Miami, Florida | 2019 -2020

- Engineer-of-record for a flood mitigation system at Vizcaya Museum and Gardens.
- Performed coastal engineering analysis and wave hindcast for the development of coastal engineering design criteria.
- Engineered design of flood mitigation systems for protection of upland assets, including permanent and temporary structures with anchorage into soils and concrete.
- Prepared supporting documentation for Florida Emergency Management grant applications for the successful application package awarding $194,000 for flood mitigation projects in the highest-rated application submission statewide.

SAINT MARKS EPISCOPAL SCHOOL SEA LAB

City of Oakland Park, Florida I 2020 – 2022

- Developed the design of and produced the construction documents for 550+ feet of seawall, Sea Lab, fixed dock, and floating dock
- Processed regulatory permits through Broward County, Florida Department of Environmental Protection, and U.S. Army Corps of Engineers, including a new submerged lands lease
- Prepared the construction Bid Package and contract documents and assisted with contractor selection.
- Provided construction administration services for the duration of construction

BARNACLE HISTORIC STATE PARK

City of Miami, Florida I 2020 – Ongoing

- Engineered a stormwater management system to reduce slope erosion along frequently traversed pathways and driveways regularly used for park operations.
- Coordinated with landscape architect for preservation of native species and planning for Phase 2 shorelines improvements.
- Permitted the project through the South Florida Water Management District and the City of Miami including an Exception permit.

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Omar Herrera, PE

PROJECT MANAGER: PROJECTS INITIATION/ PROJECTS IMPLEMENTATION/WATER, SEWER, UTILITIES

Omar has experience in managing engineering projects in the water, wastewater, and stormwater systems. Worked on several large scale projects with roles of Engineering Manager, Project and Construction Manager. His responsibilities included leading engineering teams, conducting field verification activities, developing basis of design reports, managing program controls, compliance/permitting, providing construction engineering and inspection services, and providing operations & maintenance services, and procurement.

EDUCATION

- MBA, University of Miami, Coral Gables, FL
- BS Civil Engineering, Florida International University, Miami, FL

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 2

PROFESSIONAL REGISTRATION

- PE, FL No. 891076

THE ENGINEERING COMPANY

VALUE TO THE VILLAGE

Omar has delivered Program Management services for Miami Dade municipalities for civil infrastructure projects which included engineering assessments, modeling, design, construction, procurement support, operations and maintenance and commissioning and closeout. Omar has worked extensively with regulatory agencies and project stakeholders for executing projects from beginning to end while creating massive value for project Owners.

PROJECT EXPERIENCE

WASD Pump Station Improvement Program (PSIP) | Program, Design & Construction Management and Support Services| Miami, FL | 2014-2021

Engineer Manager. This program included bringing into compliance 113 pump station basins - this basins resulted in 200+ total projects including pump stations, force mains, and infiltration / inflow projects. Mr. Herrera was responsible for the engineering and planning of the improvements for bringing into compliance the 113 pump station basins – his responsibilities included leading an engineering team of 15+ people to conduct field verification activities, calculations for pump station and pipeline sizing, coordination with operations & maintenance personnel, gathering permitting and regulatory compliance requirements for each project.

NMB Water Capital Improvement Program Management Support Services | City of North Miami Beach, FL | 2020-2021

Project Manager. Program Management services for a CIP of a construction value of $120 million and 15 projects in total. Mr. Herrera provided specialized and experienced personnel in support to NMB Water as it implemented its CIP. NMB Water's CIP included water treatment, distribution and transmission system, and wastewater collection and transmission system projects

Water, Wastewater, and Reclaimed Water Planning and Geological Services for Un-Sewered Areas| Miami-Dade County, FL | 2017-2019

Project Manager. Provided BODR services for the expansion of the gravity sewer system and water distribution improvements in two Miami-Dade districts, which included seven phases ranging from planning studies to submission of BODRs. The project involved the review of various information such as as-builts, GIS shapefiles, hydraulic modeling files, and site visits to gather information about site conditions and utility conflicts.



Megi Rusi, PHD

STORMWATER MANAGEMENT/CONSTRUCTION MANAGEMENT

Construction Professional, Project Engineering Geologist, Engineering Geologist, and Project Engineer for various civil infrastructure, hydropower and water supply projects. Megi's responsibilities have included geological and geotechnical mapping, site supervision, drilling and sampling materials for testing, report preparation and construction supervision.

EDUCATION

- Doctor of Philosophy (Ph.D.) Polytechnic University of Tirana, Field: Geoscience, Natural Resources and Environment
- Master of Science (M.Sc.) Polytechnic University of Tirana, Field: Geological Engineering and Hydrogeology
- Bachelor of Science (B.Sc. Hon.) Polytechnic University of Tirana, Albania

YEARS OF EXPERIENCE: 14

YEARS WITH FIRM: 1

THE ENGINEERING COMPANY

VALUE TO THE VILLAGE

Megi brings remarkable experience in working in the construction of large scale infrastructure projects with extensive involvement in the field work. Megi's experience includes roads, tunnels, water systems, earthwork and large excavations. Megi brings comprehensive experience with Geological and Geotechnical field-based investigations and project execution.

PROJECT EXPERIENCE

C-43 Reservoir of the South Florida Management District (SFWMD | Fort Myers, FL | 2022 - 2023

Senior Construction Inspector | Construction Management. Responsible for reviewing construction activities, QC and QA reports, and CMS activities and reports, and ensuring compliance with erosion control measures, material testing, compaction control, concrete delivery and testing, and all closeout documentation.

Skavica Hydropower Project - Engineering Services Phase 1/FEED Design | Albania | 2021 - 2022

Project Engineering Geologist. Provided geotechnical support by managing and supervising site drilling, trial pits, and geophysical investigations teams. Prepared GI specifications and reports, and solved technical issues during the geological investigations phase. She also identified risks, maintained safety standards on site, and mapped rock and soil areas at the dam site, reservoir area, and road alignments to gather specific information required by the design team.

Project Engineer Geologist | Western Balkans Investment Facility Infrastructure Project Facility Technical Assistance 5 (IPF 5) | Albania | 2019-2020

Project Engineering Geologist. Conducted a review of the planning documents for the Skavica Hydropower plant in Albania, and also performed geological field surveys in various rock types, including sandstones, siltstones, shales, limestones, dolomites, conglomerates, and ophiolites. The report prepared also included an assessment of the geological and hydrological aspects of the project area, including surface and groundwater issues.



Salvador Gonzalez, EI

STORMWATER MANAGEMENT/CONSTRUCTION MANAGEMENT

Experience in designing and constructing drainage, roadways, water, and wastewater pipelines in Miami Dade and Broward County, with expertise in executing pipeline rehabilitation and new construction while collaborating with various stakeholders such as FDOT, WASD, RER, DOH, Broward County agencies, SFWMD, and Miami-Dade municipalities. Extensive knowledge and hands-on experience in civil infrastructure design, calculations, engineering, and CAD-based solutions.

EDUCATION

- Bachelor of Science, Civil Engineering, Certificate of Specialization in Structural, Geotechnical & Construction, Florida International University

YEARS OF EXPERIENCE: 10

YEARS WITH FIRM: 2

PROFESSIONAL REGISTRATION

- Engineering Intern, FL
- OSHA 10-hr for Construction

THE ENGINEERING COMPANY

VALUE TO THE VILLAGE

Salvador is a construction professional with proven local experience in delivering civil infrastructure projects for several municipalities in South Florida. Salvador brings remarkable construction experience in roadways, drainage, water and sewer systems, and facilities.

PROJECT EXPERIENCE

Drainage Improvement Project| Miami-Dade County Public Works Department | Miami Shores, FL | 2017 - 2018

Field Inspector. Responsible for compiling daily/weekly reports, Photo and/or Video documentation and reporting quantities of both drainage and pavement restoration, including sidewalks and sodding for drainage improvements for an 18-inch French Drain, as well as 15-inch Solid Pipe installation for crossings.

Lake Surprise Estates Neighborhood Roadway and Drainage Improvements, Monroe County Engineering | Key Largo, FL | 2014 - 2017

Project Engineer. Oversee design, permitting, and construction administration of roadway and drainage improvements for the Lake Surprise Estates Community in Key Largo, which encompassed rehabilitating approximately 13,540 linear feet of roadway, installing storm drainage pipes, exfiltration trench systems, and drainage structures, and accommodating for environmental impacts. Retrofit activities aimed to enhance treatment attenuation capacity and increase pavement structural life.

West Parking Lot Reconstruction | Broward College Central Campus | Davie, FL | 2016 - 2022

Project Engineer. Responsibilities include the design of the reconstruction of a parking lot adjacent to College Avenue and SW 30th St. The scope of the project encompasses raising existing grades, modifying the perimeter roadway alignment, installing new pavement, drainage system, landscape, and lighting, with an estimated construction cost of $1.2M.

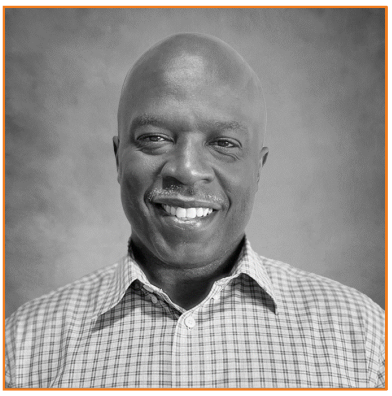
FLL Taxicab and Limousine Hold Lot | Broward County Aviation Department | Fort Lauderdale, FL | 2014 - 2017

Project Engineer. Managed the design, permitting, procurement, and construction administration of a 2.58-acre Taxicab lot for private transportation services at FLL airport, including a parking lot, shelter, bathroom, guard booth, and utilities. The project involved roadway widening, extensive coordination, and critical pavement design due to the presence of muck and arsenic material.

Derrick Lewis, P.E.

Southeast Water Resources Director

Mr. Derrick Lewis is a registered Professional Engineer in Florida. As ECT's Southeast Water Resources Director, Derrick leads water resources consulting services and permitting including client management, agency coordination and consultation. He regularly works with federal, state, and local agencies such as Florida Department of Environmental Protection, Florida-based Water Management Districts, U.S. Environmental Protection Agency, and local governments. With 24 years of experience in flood mitigation and vulnerability assessment, design, analysis, and preparation of construction plans, Derrick's expertise includes roadway geometrics, stormwater management, permitting, stormwater pollution, resiliency and gray infrastructure strategies due to climate change.



PREVIOUS EXPERIENCE

Flood Mitigation and Vulnerability Assessment
Town of Surfside, FL
Provided a comprehensive Town wide Drainage Improvement and Flood Hazard Mitigation Plan (TWDIFHMP) through CDBG-MIT grant funding. This included sustainable, resilient, adaptation strategies, and risk management/mitigation measures that will help decision makers in making cost-effective investments.

Business Case Analysis for the City of Miami Beach Stormwater Resiliency Program Pilot Project | Miami Beach, FL
Led an integrated flood modeling task as a subconsultant to another firm. The purpose of the task was to assess four design storm events that represented a combination of rainfall, sea level rise, storm surge, and tide stage scenarios under no-build, public investment, and private investment scenarios. Team mapped out the resulting flood depths for the 12 scenarios and provided to the City. The outcome of the project was concise communication materials to help City decision-makers articulate the business case for resilience investments backed by technical analyses, integrated flood modeling, and economic analyses. **General Engineering Contract | City of Miami Beach, FL**
Provided the City of Miami Beach with on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

General Engineering Contract | Town of Surfside, FL
Provided the Town of Surfside with on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

General Engineering Contract | North Bay Village, FL
Provided the North Bay Village with on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

On Call Services | Village of Pinecrest, FL
Provided on-call drainage/civil engineering services as needed basis. The contract was a multidiscipline contract that included a wide depth and breadth of civil engineering services.

EDUCATION

M.S., Transportation Engineering
Florida International University

B.S., Civil Engineering
University of Central Florida

CREDENTIALS

Professional Engineer in Florida, #62965,

American Society of Civil Engineers (ASCE)

American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

American Water Resources Association

Florida Engineering Society

AREAS OF EXPERTISE

Program Management

Project Management

Vulnerability Analysis

Stormwater Engineering

Water Resources

Robert E. Johnson, P.E.

Senior Engineer/Project Manager

Mr. Johnson, P.E., has more than 35 years' experience and specializes in project management and technical performance of planning, analysis, design, and permitting for water resources projects and stormwater management systems. His expertise in water resources and environmental engineering includes hydrology, hydraulics, watershed management plans, stormwater management, water quality, bridge scour, cost estimating, national pollutant discharge elimination system (NPDES) stormwater pollution prevention plan (SWPPP) preparation, wetland mitigation design, and use of computer models and methods for hydrologic and hydraulic evaluations. Mr. Johnson has a bachelor's degree in environmental engineering.



EXPERIENCE

Stormwater Retrofit Projects | Hillsborough County, FL
Provided stormwater preliminary engineering reports and final design and permitting services for five stormwater retrofit projects as part of the County Stormwater Capital Improvement Program. Tasks included drainage evaluations, stormwater system design, cost estimates, modeling, drainage report development, utility coordination, and environmental permit preparation.

Grey Preserve Berm Drainage Evaluation | City of New Port Richey, FL
The existing property has a berm with several existing culverts that convey flow from the Harbor View Mobile Home Park canals south to the tidally influenced Pithlachascotee River. In early 2017, following a major storm event, the culverts became plugged and portions of the berm blew out. Prepared a preliminary design report identifying potential alternatives for the berm pipe replacement. Following selection of the preferred alternative, prepared plans, permits, and cost estimates for final design and construction. Assisted with alternatives development, ICPR modeling, design, cost estimates of various alternatives and public meetings.

Bogie Lane Drainage Improvements | Pinellas County, FL
The project area is in an older residential area north of Curlew Road with a history of road and property flooding in unincorporated Pinellas County. Added additional inlets, replaced existing culverts, and provided backflow check valve. Tasks included construction plans and specifications, ICPR modeling, environmental permitting, cost estimating, utility coordination, and construction phase assistance.

Clara Lane Drainage Evaluation | Pinellas County, FL
The project site is a residential area surrounded by development with a history of residential structure flooding study. Prepared a preliminary design report identifying potential solutions to reducing flooding. Assisted with alternatives development, ICPR modeling, conceptual design, land acquisition requirements, and cost estimates of various alternatives to remedy the drainage problems in this area. Provided report review and coordination with the county.

New River/Upper Hillsborough River Watershed Management Plan Update | Southwest Florida Water Management District (SWFWMD)/Pasco County, FL
Developed WMP update for the SWFWMD and Pasco County for 121-square-mile New River/Upper Hillsborough River watershed. Tasks included ICPR watershed model update, Hillsborough County Stormwater Management Model (HCSWMM) modeling, floodplain mapping, level of service evaluation, and drainage improvement (best management practice [BMP]) evaluation, and cost estimates.

EDUCATION

B.S., Environmental Engineering Sciences University of Florida

CREDENTIALS

Professional Engineer, Florida, No. 39521

AREAS OF EXPERTISE

Project Management
Quality Control & Oversight
Watershed Management Plans
Stormwater Management System Design
FEMA Floodplain Mapping
Permitting

Brent Morris, PE

Senior Drainage Engineer

For the past 20 years, Brent Morris, PE, has served as a project manager, chief engineer, and project engineer for a wide variety of transportation and civil engineering projects including roadways, drainage, and water resource projects. The scopes of the roadway projects include urban and suburban multi-lane design, intersection improvement, widening, and resurfacing. His responsibilities on roadway projects have included roadway design, pavement design, traffic control plans, estimates, ICPR analysis, SWMM and HEC-RAS modeling, culvert design, and plan production.



PREVIOUS CAREER EXPERIENCE

Districtwide Minor Design Continuing Services Contract | FDOT District 1
This is a Task Work Order (TWO) based contract for production of construction plans for minor design, scenic enhancement, and widening and resurfacing projects. Elements of work include field survey, geotechnical investigations, roadway analysis and design, drainage analysis and design, intersection analysis and design, signing and pavement marking analysis and design, signalization analysis and design, lighting analysis and design, utility relocation and coordination, temporary traffic control plan analysis and design, environmental permitting, intelligent transportation systems analysis and design, and quantity computations.

Bahia Vista Boulevard Stormwater Enhancement | FDOT District 1 | Sarasota, FL
Responsible for replacement of all inlet box tops and ensuring existing inlet structure bottoms were in serviceable condition through inspection.

Garden of the Five Senses | FDOT District 1 | Sarasota County, FL
This project consisted of rehabilitating a long-neglected park area split by a drainage canal. The walkways and different gardens provided a cue to each of the five senses using varied plantings. Permits from both local and state agencies as well as the SWFWMD were required. Brent was responsible for the paving, grading, drainage, landscape architecture, and permitting of the project.

Jacaranda Boulevard and Venice Avenue Intersection Improvement | FDOT District 1 | Sarasota County, FL
This roadway drainage project was the first the county allowed a consultant to design the pipe network, ponds, and flood plain compensation areas entirely in AD-ICPR. Responsible for stormwater design and preparation of construction plans, designed pretreatment of stormwater runoff in a roadside swale for onsite stormwater prior to introduction into Blackburn Creek, and stormwater ponds for final treatment and attenuation. He incorporated a previously conceived private development project into the modeling effort for the intersection work as a model update for Sarasota County Responsible for grading all offsite and ensuring onsite grading provided for positive drainage through close coordination with roadway design engineer.

Laurel Road and Knights Trail Intersection Improvement
FDOT District 1 | Sarasota County, FL
Responsible for design of the treatment swales and both open and closed stormwater conveyance systems. He also completed the roadside grading to move the adjacent swales with the use of gravity walls.

EDUCATION

BS, Civil Engineering
Florida State University

CREDENTIALS

Florida Professional Engineer, #68233, 2008

Project Management Professional (PMP) Preparation Course, 2018

ICPR 4 ARC-GIS Hec

Godfrey A. O. Lamptey, P.E., PTOE

Senior Engineer / Task Lead



Mr. Lamptey has been actively involved in research and the practice of transportation planning and engineering for over 20 years. He has been Project Manager, Engineer of Record and Quality Control/Assurance Engineer on various successfully completed highway design and PD&E projects. He is experienced in developing minor, major and complex roadway projects utilizing both conventional design-bid-build and design-build methods of project delivery. This experience includes development of widening, resurfacing and reconstruction plans, planning studies and reports, signalization, lighting and signing and marking plans and public involvement. He is proficient in the use of several transportation engineering software such as Microstation, GEOPAK, HCS 2010, SYNCHRO, SIMTRAFFIC, VISSIM, AGI32, and Visual 2016.

OFFICE LOCATION
Miami Lakes, Florida

EDUCATION
Master of Science in Civil Engineering, Purdue University, West Lafayette, Indiana, 2004

Bachelor of Science in Civil Engineering, University of Science & Technology, Kumasi, Ghana, 2001

REGISTRATIONS
Professional Engineer #68261, State of Florida

Professional Traffic Operations Engineer (PTOE), # 2713, Transportation Professional Certification Board

AWARD
Unilever Excellence Award for the Overall Best Graduating Student - University of Science and Technology (2001).

WORK HISTORY
GOAL Associates Inc.
2014 – Present

Stantec Consulting Services Inc.
2012 – 2014

YEARS EXPERIENCE
20 Years

AVAILABILITY
80%

PROJECT EXPERIENCE

SW 127 AVENUE FROM SW136TH STREET TO SW 128 STREET – MDC-DTPW
Senior Engineer for this widening and resurfacing project. This project includes the preparation of a Master Plan with recommendations for roadway typical section and the development of design plans that include new raised medians with signalization improvements, roadway lighting, all permits, construction administration, geotechnical services, & utility coordination. **MDC, 2021 – present. CA $383,970. PM.: Joan Fabian, PE, Miami-Dade County DTPW, 305-375-3971, joan.fabian@miamidade.gov**

SW 112 PARK AND RIDE - ELECTRIC VEHICLES CHARGING STATION – MDC-DTPW
Senior Engineer for the design of Level-2 electric vehicles charging station for the SW 112 Avenue Park and Ride Facility. Scope includes retrofitting park and ride lot with electric vehicles (EV) charging spaces (20% EV charging ready) and providing the required 2% EV charging spots (8 spots in this lot). **MDC, 2019 – present. CA$ 250K. Ref.: Eva Kunath, Miami-Dade County DTPW, 786-469-5554, Eva.Kunath@miamidade.gov**

NW 7TH STREET CONNECTION PROJECT – MDC-DTPW
Senior Engineer for this design services along NW 7th Street from NW 79th Avenue to NW 76th Avenue in Miami-Dade County. The scope of work included preparation of complete construction plans to provide a two-lane roadway underneath SR 826/Palmetto Expressway to complete the connection of NW 7th Street. Responsibilities included preparation of the master plans, roadway analysis and plans, signing and pavement analysis and plans, lighting analysis and plans & drainage analysis. **MDC, 2017 – 2019. CA $110K Ref: Miguel Soria, -PE, Miami-Dade County DTPW (305) 375-2863, Miguel.Soria@miamidade.gov**

SR 836 NEW TURNPIKE (HEFT) RAMPS CONNECTION - MDX
Senior Engineer for the design of the new ramp movements within the SR 836/HEFT Interchange. The scope included providing express lane connections from the Turnpike extension to/from SR 836 with an additional connection to and from a proposed Park and Ride Facility located north of NW 12 Street and West of the SR821/HEFT. Scope of work included geometric analysis for new ramp alignments using 3D corridor modeling, development of typical sections, pavement design, roadway analysis and design, lighting analysis and design for all ramps. **MDX, 2017 – 2019. CA $577K. PM.: Kevin Brown, PE, HNTB Corporation, (305) 222-1443, kebrown@HNTB.com**

I-75 FRONTAGE ROADS 3R PROJECT: - FDOT D6
Senior Engineer for this roadway improvements project along SR 93/I-75 Frontage Roads/NW 138th Street from east of Hialeah Gardens Blvd to east of W 23rd Avenue. This project included roadway widening, installation of drainage features, and signing and pavement markings, signalization &, safety improvements **FDOT D6, 2018 – 2020. CA $332K: PM: Ivette Funtanellas, P.E., 305-470-5270, Ivette.Funtanellas@dot.state.fl.us**

SR 9336/PALM DRIVE FROM KROME AVE TO SR 5/US 1 (TRUCK BYPASS) PROJECT – FDOT D6
Lighting & Signalization EOR for the intersection improvements at two intersections along SR 9336(Palm Drive): One at Krome Ave. and the other at SR 5/US-1 to accommodate truck traffic and improve pedestrian safety. For Krome Ave. it included widening to provide a separate southbound to westbound right-turn. Responsibilities included lighting analysis and signalization design for the two intersections. **FDOT D6, 2016 – 2018 . Reference: Nathaniel Pulido, P.E., 305-470-5207, Nathaniel.Pulido@dot.state.fl.us**

Amazia Kiboko, P.E., PTOE.

Chief Project Engineer



Mr. Kiboko began his career in 1992 as an Engineer and is now the Vice President of Design, Planning & Transportation. He has over 34 years of diverse and well-rounded experience in the areas of transportation engineering, ITS, roadway/highway design, lighting and signalization design, and utility coordination. Mr. Kiboko routinely achieves NEARLY PERFECT scores on all the contracts he manages. Throughout his engineering career, he has been involved in a variety of different project types from large scale data collection projects to minor roadway improvements.

OFFICE LOCATION
Miami Lakes, Florida

EDUCATION
M.S.C.E. University of Miami
Coral Gables, FL (1990)

Post Graduate University of
Trondheim, Norway (1986)

B.S.C.E. University of Dar-es-salaam Tanzania (1983)

REGISTRATIONS
Professional Engineer #49523
Florida (1995)

Professional Traffic Operations
Engineer (PTOE) #00024 (2004)

WORK HISTORY
GOAL Associates Inc.
2022 – Present

FR Aleman & Associates, Inc
1992- 2022

EXPERTISE
Traffic Engineering
Planning/Statistics
Roadway/Highway Design
Signalization
Lighting Design/ITS

YEARS OF EXPERIENCE
34 Years

AVAILABILITY
70%

PROJECT EXPERIENCE

ASSESSMENT TRAFFIC DETOUR PLANS-STREET CLOSURE SR 907/ALTON ROAD – FDOT-D6

Project Manager / EOR for traffic analysis and simulation for Florida Department of Transportation, District 6, to evaluate traffic detour plans for the street closure along SR 907/Alton Road and West Avenue in the City of Miami Beach. The traffic detour plans were developed to install pump stations, drainage pipes and structures along SR 907/Alton Road and West Avenue. **FDOT D6, 2011 – 2012. CA $90K. Ref: Mr. Daniel Iglesias, PE, 305-470-5266, Daniel.iglesias@dot.state.fl.us**

SR 9A/I-95 FROM NW 29 STREET TO NW 131 STREET, DESIGN-BUILD – FDOT-D6

Project Manager / EOR for this project to rehabilitate/replace Rigid Concrete Pavement on I-95 from NW 29th Street to NW 79th Street, replace various sections of flexible pavement, and provide Express Lanes Emergency Stopping Sites between NW 62nd Street and NW 131st Street. The project will also provide ITS improvements including the installation of new devices and the replacement of existing DMSs, CCTV cameras, poles, and poles not to be replaced, new camera lowering devices. **FDOT D6, 2016 – 2019. CA $150K Ref. Mr. Steve Boylan, P.E, 321-354-5661, s.boylan@gaiconsultants.com**

ITS DEVICES AND INSTALLATION OF WARNING GATES SYSTEMS, DESIGN-BUILD – FDOT-D6

Project Manager/EOR on this design build project which consists of designing the ITS Device Replacement along I-95 including MVDS, CCTV cameras & replacement of the fiber cable backbone. It also includes replacement of DMS along I-395 at MacArthur Causeway, SR 826 at 17th Avenue and 67th Avenue, as well as new Arterial DMS at NW 103rd Street. This project also involves the construction of a new warning gate system along SR 112 and the Park and Ride at Golden Glades Interchange. **FDOT D6, 2016 – 2018. CA $600K Ref.: Mr. Sergio Bravo (305) 640-7344, sergio.bravo@dot.state.fl.us**

ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS) - MDC-DTPW

Engineer of Record -This project involved approximately 2,500 signals. Responsibilities included coordination between Miami-Dade County Public Works Department and FDOT District 6 in managing the communication, electrical, software, and civil engineering staff to accomplish the required tasks which consisted of evaluating controller options (170, 2070, 2070 LT, etc.), communication systems, and traffic management system alternatives, per requirements of each task work order**. Ref: Bob Williams, P.E., and Vishnu Rajkumar: 305 375-2040**

I-595 CORRIDOR ROADWAY IMPROVEMENTS – FDOT-D4

Engineer of Record for this ITS-Design Build project as part of the ACS Dragados/Earth Tech Team. The area of this project extended from the I-75/Sawgrass Expressway interchange to the I-595/I-95. Responsibilities included the design of the ITS Infrastructure which included conduit for ITS Devices and Electronic Toll Collection (ETC), components and service points to all permanent I-595 corridor, ITS that supported traffic management and operations of the general purpose and express lanes. **FDOT D4, 2009 – 2014. CA $1.2M. Ref: PM Rafael Casasus Acevedo, 305- 222-7040 rcasasus@sice.com**

Marilyn Markwei, P.E.

Senior Project Engineer



Ms. Markwei is a detailed-driven Engineer with over 15 years of experience in the practice and research of civil and transportation engineering. She has significant experience, particularly in the areas of roadway design, signing and pavement markings, hydraulic modeling, drainage design, roadway geometric design, utility coordination and transportation planning. She also has extensive knowledge in technical report writing such as, PD&E reports, traffic reports, project organization and management. She is proficient in the use of several roadway engineering software such as Bentley OpenRoads®, AGI32, ICPR, Geopak Drainage, SYNCHRO and SIMTRAFFIC. HEC RAS.

OFFICE LOCATION

Miami Lakes, Florida

EDUCATION

Master of Science in Civil Engineering, State University of New York, Syracuse, New York, 2007

Bachelor of Science in Civil Engineering, University of Science & Technology, Kumasi, Ghana, 2004.

REGISTRATIONS

Professional Engineer
82703 Florida
Professional Engineer
#121770 Texas

WORK HISTORY

GOAL Associates Inc.
2014 – Present

Seminole Tribe of Florida
2012 – 2014

CSA Group
2010 - 2012

Consul-Tech Enterprises
2007 - 2010

YEARS EXPERIENCE

15 Years

AVAILABILITY

70%

PROJECT EXPERIENCE

SR 836 NEW TURNPIKE (HEFT) RAMPS CONNECTION - MDX

Senior Project Engineer for the design of the new ramp movements within the SR 836/HEFT Interchange. It includes providing Express Lanes connection from SR 821/HEFT to/from SR 836 and proposed connections to and from a proposed Park and Ride Facility located north of NW 12 Street and West of the SR821/HEFT. **MDX, 2017 – 2019. CA $577K. PM.: Kevin Brown, P.E. (305) 222-1443, kebrown@HNTB.com**

DOLPHIN STATION PARK-AND-RIDE/TRANSIT TERMINAL FACILITY - MDX

Project Engineer for the development of a multimodal transit hub for MDX to support Miami-Dade County's SR 836/Dolphin Expressway Express Bus Service. Responsibilities include traffic operational analysis and development of concept plans including roadway design, pavement design, drainage analysis and Signalization & Lighting design. It also involved extensive coordination with adjacent businesses and residents. . **MDX, 2017 – 2019. CA $650K. PM.: Kevin Brown, P.E, (305) 222-1443, kebrown@HNTB.com**

I-395/SR 836/I-95 DESIGN-BUILD PROJECT, MIAMI, FL. – FDOT-D6

Senior Project Engineer for this signature project along three major expressways I-395, SR 836 and I-95 within Miami-Dade County. Enhancements along I-395 are from the SR 836/I-95/I-395 (Midtown) Interchange to the MacArthur Causeway. **FDOT D6, 2018 – 2022. CA $1.5M. Ref.: Auraliz Benitez, P.E., 305-470-5471, auraliz.benitez@dot.state.fl.us**

SR 112/ARTHUR GODFREY ROADWAY SAFETY IMPROVEMENTS – FDOT-D6

Project Engineer for this safety improvement project on SR 112/ Arthur Godfrey Road from Alton Road to Pine Tree Drive within the City of Miami Beach. Responsibilities included development of signalization plans at 7 signalized intersections, development lighting plans. **FDOT D6 2015 – 2016. CA $250K. PM.: Elsa Riverol, P.E., (305) 470-5219, elsa.riverol@dot.state.fl.us**

SR 869/SAWGRASS EXPWAY WIDENING N. ATLANTIC BLVD. -SR 7/US-441 – FDOT-TPK

Project Engineer for this project that involves the widening of 9 miles of SR 869/Sawgrass Expressway from North of Atlantic Blvd. to SR 7/US-441 from 6 lanes to 6 general purpose lanes + 4 express lanes. **FTE, 2016 – Present. CA$1.7M. PM: Luis Lazo, P.E, 407-264-3424, luis.lazo@stantec.com**

MISC. IMPROVEMENTS ALONG SR-25/US-27 - MP. 12.626 TO MP 25.854 – FDOT-D4

Project Engineer for widening and resurfacing along SR 25/US-27/Okeechobee Road in Palm Beach County. Improvements consist of five individual projects aimed at to mitigating crashes and enhancing safety along the 13-mile stretch on US-27/Okeechobee Road. **FDOT D4, 2018 – 2021, CA: $ 3,7 M. PM: Raul Dominguez, P.E.(954) 777-4061, Raul.dominguez@dot.state.fl.us**

DYKES ROAD; 196TH AVE & NW 10TH ST. AND MOBILITY IMPROVEMENTS – FDOT-D4

Project Engineer for the improvements along three roads; Dykes Road from SW 48th Court to Sheridan Street, NW 196th Avenue from Pines Blvd to Sheridan Street and the intersection of NW 10th Street and NW 129th Avenue in Broward County. **FDOT D4, 2019 – Present. CA:$1.80M. PM.: Adham Naiem P.E., |(954) 777-4440, adham.naiem@dot.state.fl.us**

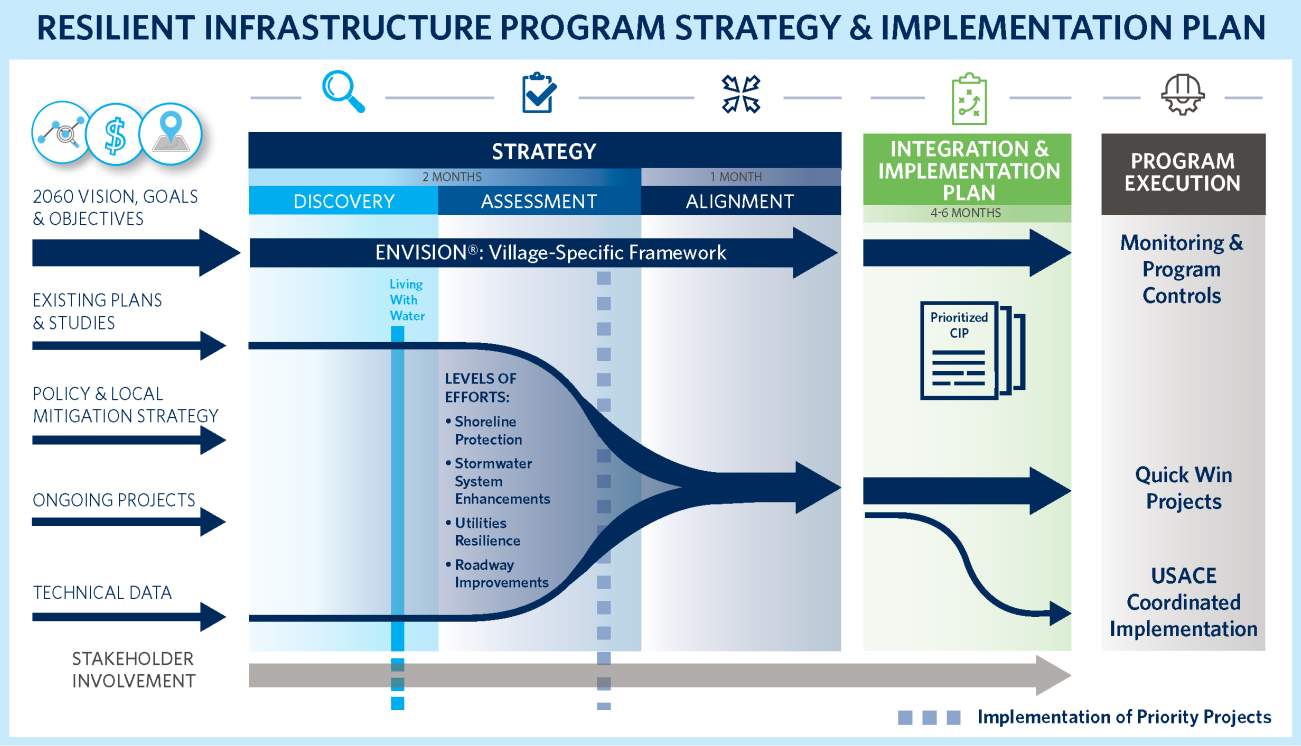
TAB G

PROPOSED PROGRAM STRATEGY & IMPLEMENTATION PROGRAM APPROACH

TAB G

Proposed Program Strategy & Implementation Program Approach

The Village's Stormwater Improvements & Roadway Reconstruction Program will require sustained public support to successfully achieve the Village's planned outcome. The Village can rely on Black & Veatch to develop a Program Strategy framed around maximizing economic, social, health and safety, and environmental benefits to demonstrate to your constituents the community's positive return on investment from this program.



PROGRAM STRATEGY: DISCOVERY

Objective: Establish 2060 Vision, Goals & Objectives

Created in water during the 1940's, North Bay Village is a coastal municipality comprised of three (3) man-made Islands originally formed through dredge and fill activities. Situated only a few feet above sea level, the Village's seawalls are deteriorating seawalls and its roads and stormwater systems are in major need of upgrades. As a front-line community, its 8,159 residents are exceptionally vulnerable to coastal and storm flooding and to the long-term threat of rising sea and groundwater levels. In response, the Village has been active developing its foundational strategy.

In 2020 the Village published its NBV100 strategy to become a more resilient, sustainable, and economically successful community that can adapt to the challenges of a changing climate. Key to the Village's vision are the three guiding principles established to address residents' common concerns: Livability, Resilience, and Prosperity.

On September 2022, Black & Veatch and Brizaga (under Prime Consultant BCC) helped develop the Village's Stormwater Master Plan (SWMP). The SWMP found that "the sea-level is projected to increase between 10 to 17 inches by 2040 and between 21 to 54 inches by 2070.

In the long term, the sea-level is projected to rise between 40 to 136 inches by 2120 (See SWMP Figure 9-1)" below.

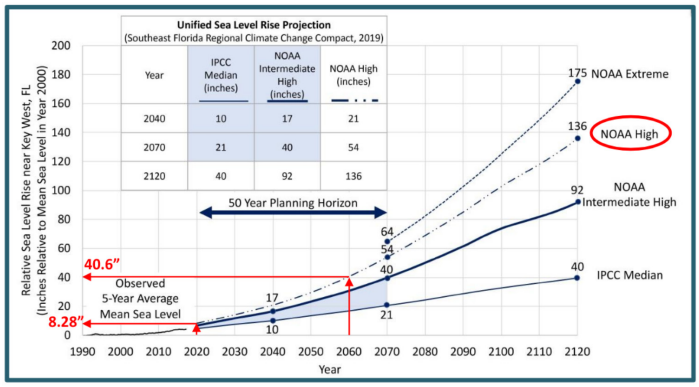


Figure 9-1: SEFRCCC's Unified Sea Level Rise Projection

According to Black & Veatch's best practice recommendations, the Village should be applying a 32.32-inch rise in sea levels from 2020 to 2060 for the planning, design and construction of its critical projects. This represents a projected 40.6-inch rise in sea levels from the year 2000 (as shown in figure above).

As we developed the SMWP, Black & Veatch also found that king tide events will also have a major impact on flooding in 2060, as depicted in SWMP Table 10-1 which depicts six (6) year mean high and mean low King tide elevations adjusted to 2060 conditions.

Table 10-1: Existing and Future Condition Tidal Elevations and Design High Waters

Description	*Existing Condition Water Level (ft, NAVD88)*	*Future Condition Water Level (ft, NAVD88)*
Average High King Tide	2.05	4.74
Average Low King Tide	-0.75	1.94
Design High Water	0.65	3.34

Rising sea levels will also impact future groundwater conditions as determined in 2016 by Miami-Dade WASD and USGS that there is a direct 1:1 relationship between groundwater table and sea-level increases for coastal communities. SWMP Table 9-1 below summarizes the projected rise in sea level and groundwater Design High Water (DHW) levels by 2060.

Table 9-1: Projected Decadal Rise in Sea Level and Groundwater (DHW)

Year	Sea Level Rise from Year 2020 (ft)	DHW (ft, NAVD88)
2020	-	0.65
2030	0.49	1.14
2040	1.05	1.70
2050	1.77	2.42
2060	2.69	3.34

Factoring in future rainfall conditions, it's clear that the Village's current stormwater system is inadequate to the challenge of draining the three islands (see SWMP Table 10-2 below).

Table 10-2: Future Condition Design Storm Rainfall Depth

Design Storm Event	*Rainfall Amount (inches)*
5-Year 24-Hour	7.53
10-Year 24-Hour	9.28
25-Year 72-Hour	14.43
100-Year 72-Hour	20.48

If nothing is done, future conditions could prove catastrophic to the Village and its residents.

- SWMP Figure 9-2 depicts seawall segments that are anticipated to experience tidal overtopping.
- SWMP Figure 9-3 depicts the 22% of the Village that would be permanently inundated given present ground elevations below the future DHW.



Figure 9-2: Estimated Existing Seawall Segments at Risk of Future Tidal Overtopping

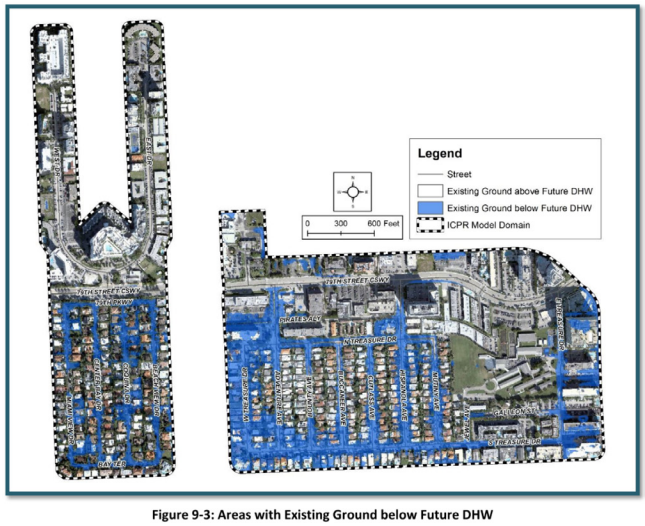


Figure 9-3: Areas with Existing Ground below Future DHW

Considering the above, it's no surprise in November 2022, the Village's electorate overwhelmingly approved a bond referendum to issue a $60M General Obligation Bond to finance costs of stormwater and related roadway improvements to mitigate effects of sea level rise and flooding.

PROGRAM STRATEGY: DELIVER

Objective: Develop a Program Strategy that moves quickly to implementation.

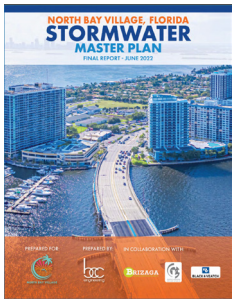
The strategy is clear: voters want action now. The Black & Veatch team stands ready to take action now by leveraging the planning work completed to date (as specified in RFQ subsections 2.2.1, 2.2.2 and 2.2.3) to inform our Strategy and Implementation Plan approach.

OUR INDUSTRY-LEADING PROFESSIONALS SET THE STANDARD FOR RESILIENCE PLANNING

Local Project Manager, **Dr. Lynette Cardoch**, served as a Board Member on the Harvard/Zofnass Sustainable Infrastructure Advisory Board for the development of resilient linear asset Program guidelines and Black & Veatch has over 50 Envision® Certified professionals on staff.



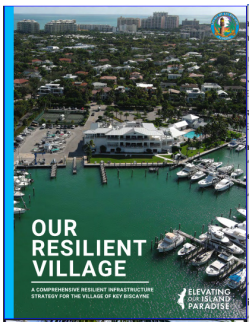
BENEFIT: The Village's Program Strategy will be developed by world-class resilience and sustainability experts to safeguard the Village's best interests.



Upon Notice-to-Proceed, we will review the Village's various plans to confront projected 2060 climate conditions. **Our team is already up-to-speed on these plans as a result of our work developing the Village's SWMP.** We will also engage with varied regional resilience planning efforts and the Village's jurisdictional stakeholders to reduce inefficiencies and optimize benefits. Our objective is to quickly "identify and evaluate existing, ongoing, and projected Village; Miami-Dade County; or State of Florida strategies, or any other similarly impactful studies, programs, projects, actions, and integrate them into the Village's program strategy". These include:

- Southeast Florida Regional Climate Change Compact – Regional Climate Action Plan 2.0
- The Rockefeller Foundation (100RC) –100 Resilient Cities – Resilient Greater Miami and the Beaches
- Miami-Dade County, City of Miami, and City of Miami Beach – Resilient 305
- Monroe County – Green Keys
- City of Miami Beach – Miami Beach Rising Above
- Office of Resilience of Miami-Dade County – Sea Level Rise: North Bay Village
- Village of Key Biscayne - A Comprehensive Resilient Infrastructure Strategy for the Village of Key Biscayne (recently produced by Black & Veatch, Brizaga and Moffatt & Nichol)

Our team includes internationally recognized thought leaders in resilience and alternative funding already working on the front lines of climate change and sea level rise. Leveraging our experience in Village of Key Biscayne; Miami; Hampton Roads; Charleston; New Orleans; Baltimore; New York; and Houston, among others, our approach recognizes the fundamental human dimension at the forefront of any infrastructure program. As we perform a comprehensive review of various studies, our team will identify areas where efforts can be optimized on the one hand, and on the other, unintended gaps can be identified and eliminated to keep the Village on the path towards resilience and giving the Village critical "quick win" projects that will accelerate benefits to the community. The output will be a public-facing Village Drainage Infrastructure Program Strategy document that will help the public understand specific potential fundamental solutions identified to address risks in order to protect the Village and lead to a more resilient and sustainable future for the community. The Strategy document will also establish designated infrastructure-related goals and supporting objectives to guide the design efforts and investment needed to achieve the desired drainage improvements in alignment with the Village's roadway reconstruction goals and objectives. A related deliverable will document the Village's program brand, communications, and engagement plan.



PROGRAM STRATEGY: INFRASTRUCTURE IMPLEMENTATION PLAN

Objective: Develop an Infrastructure Implementation Plan with "quick win" projects to help sustain public confidence

The stage is set. Given our team's familiarity with future projected local conditions and our experience developing the Village's Stormwater Master Plan (SWMP), Black & Veatch represents the ideal team to expedite the identification of priorities and define the scope of work for individual projects. We already identified requisite capital improvements In the SWMP to address 2060 conditions.

In terms of impact, our SWMP capital improvement planning for the Village is designed to reduce residential street flooding by 1.216 miles throughout the Village. It is also designed to reduce the number of structures potentially exposed to a 100-storm event by 398 structures.

As noted by Black & Veatch in the Village's SWMP, "the required capital improvements to achieve these flood reduction benefits and to address the Year 2060 drainage conditions are summarized below.

- Implementation of all-new pressurized drainage systems for all three (3) Islands that greatly expand the capture and conveyance capabilities of the Village's existing storm sewer system.
- Installing six (6) new pump station systems throughout the Village that significantly increase the discharge capacity of runoff. This will include the incorporation of pollution control structures and trash racks to facilitate the reduction of nutrient loading to Biscayne Bay.
- Raising of roadways on [North Bay Island] and [Treasure Island] between 2 to 2.6 feet to accommodate projected groundwater and sea-level rise of 2.69-feet that is anticipated by the Year 2060.
- Raising of privately owned seawalls to a minimum cap elevation of 5.94-ft, NAVD88, in accordance with Village Ordinance No. 2021-006.
- Implementing backflow prevention devices on public and privately owned stormwater management systems, where applicable.
- Implementing [Green Infrastructure] and [Low Impact Development] strategies to further reduce runoff potential and decrease nutrient loading to Biscayne Bay."

OUR INDUSTRY-LEADING PROFESSIONALS
SET THE STANDARD FOR RESILIENCE PLANNING

Project Manager, **Dr. Alec Bogdanoff,** led the public outreach efforts for the City of Miami Stormwater Master Plan Update, where he developed the communication strategy, assisted with the creation of stakeholders materials for print, social media, and newsletters, and planned the execution of the public outreach meetings.



BENEFIT: The Village will develop a Program Branding Strategy that will result in community buy-in and acceptance. The Village's Program Branding, Communications & Engagement Plan will be led by a resilience planning expert with proven experience achieving community consensus in South Florida.

Our Program Integration & Implementation Plan will establish clear lines of collaboration and communications to focus attention on selecting and engaging stakeholders early, frequently, and with adequate input opportunities.

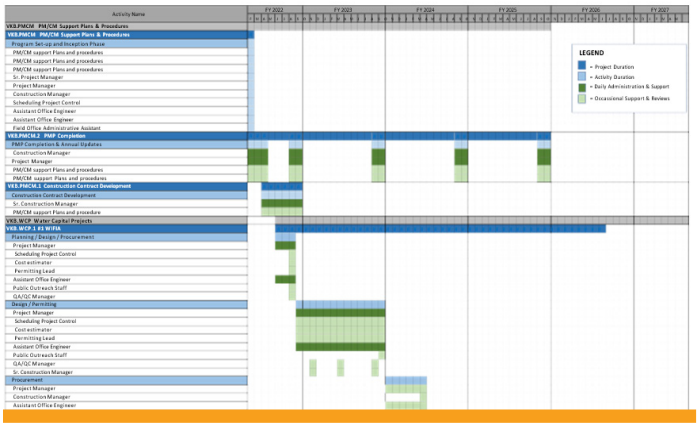
These and other projects identified during strategy development will become the CIP. Their implementation will be prioritized based on their return on investment to the Village in keeping with the NBV 100 principles of Livability, Resilience, and Prosperity. A project comparison analysis will help arrange, schedule, and integrate the Integration & Implementation Plan into a single Program. Project planning and design will include alternative funding and sustainability considerations (such as operations and maintenance) to ensure the Village is not met with unintended consequences or unexpected financial obligations.

For example, some of the improvements may require excavation of residential streets for enhancements to the roadway, the stormwater system, or other underground utilities, such as for the K8 priority basin project.

By using a "dig once" philosophy, we not only save important project dollars, but also improve residents' quality of life by reducing construction disruptions.

The projects that have been integrated and prioritized for implementation, will also consider asset management over the life-cycle of the project. Asset management is more that just an asset inventory or conditions assessment. A true asset management program guides the way to improve, enhance, and, when necessary, replace assets—both built and nature-based. For example, we will use the asset lifecycle to inform when and where improvements are necessary. This will allow us to optimize the CIP budget, whether it's capital improvement, operations & maintenance, bonds, or grants. **Resource loaded schedules will be set and tracked against the critical path to identify interdependencies for optimal delivery.**

BLACK & VEATCH
North Bay Village Program
Management
Illustrative Resource Loaded Schedule (includes Full-Time and Part Time Assignments)



EXAMPLE RESOURCE LOADED SCHEDULE FOR INTEGRATION & IMPLEMENTATION PLAN

One way Black & Veatch can enhance the Village's goal for increased return on investment is to help position the Village for additional funding opportunities.

Last November, Village residents took the forward-thinking action of supporting the North Bay Village Stormwater and Roadway Improvements General Obligation Bond (up to $60 million).

While that is significant, the Black & Veatch team intends to leverage the Program Strategy and Implementation Plan to help bring additional funding to the table for the Village's consideration.

Relevant grant and low-interest loan programs that the team has experience securing and managing include:

- Federal Emergency Management Agency (FEMA's)
  - New Building Resilient Infrastructure and Communities (BRIC) program;
  - Hazard Mitigation Grant Program (HMGP)
  - Flood Mitigation Assistance (FMA) program
- National Fish and Wildlife Foundation (NFWF)
- National Coastal Resilience Fund
- Florida Department of Economic Opportunity
- Florida Department of Environmental Protection
- Florida Division of Emergency Management

TAB H

SUSTAINABILITY INNOVATION

TAB H

Sustainability Innovation

ELEVATING OUR COMMITMENT TO SUSTAINABILITY

Black & Veatch brings regional and national leaders recognized for promoting sustainability, livability, green infrastructure and environmental conservation.



Our company is committed to understanding and analyzing holistic project benefits to ensure that projects deliver impact. Our approach, aligned with Institute for Sustainable Infrastructure's Envision® framework, is driven to minimize infrastructure impact on the natural world and the public while improving long-term community health and safety. We work with our clients to affirm their commitments to promote sustainability, meeting project sustainability and Envision® goals. Our sustainability strategy, *Accelerate Zero*, outlines our company's environmental, societal and governanace policies, while highlighting tangible progress of our journey to a cleaner, more equitable and prosperous world.

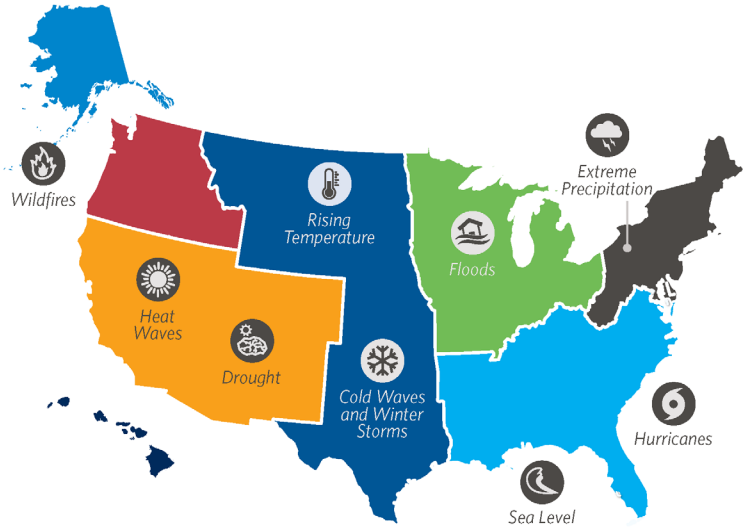
ENVISION™

Nature-based Solutions for Resilient Communities and Ecosystems

Black & Veatch works with cities across the United States to plan, design,and implement nature-based solutions to advance resilience, address stormwater management needs, sequester carbon and transform how water resources are managed. Our services enable clients to create roadmaps based on desired outcomes and to make transparent investment decisions.

Nature-based solutions make infrastructure visible, creating tangible assets for your community to both elevate local economies and improve health and wellbeing. Across geographies, our team understands how our solutions can help address these challenges and characterize co-benefits related to habitat, air quality, heat island reduction and community acceptance.

NATURE-BASED SOLUTIONS HELP ADDRESS REGIONAL CHALLENGES



DELIVERING THE BENEFITS OF NATURE-BASED SOLUTIONS

Our multi-disciplinary team understands the compexity of integrating infrastructure and natural systems to:

- Elevate resilient communities and ecosystems
- Enable sustainable urban stormwater management
- Protect and diversify water supplies
- Enable sustainable road access and critical infrastructure protection
- Reduce risk
- Inspire community acceptance

We are delivering nature-based solutions to public and private clients of every size with a focus on transparent outcomes, innovation and sustainability.

From intentional planning to inspired design, our team understands how to characterize and maximize the benefits of nature-based solutions. Our experience with community-based partnerships capital improvement plan priorization and strategic asset management enables deliverables that maximize existing infrastructure, align with stakeholder priorities and minimize risk.

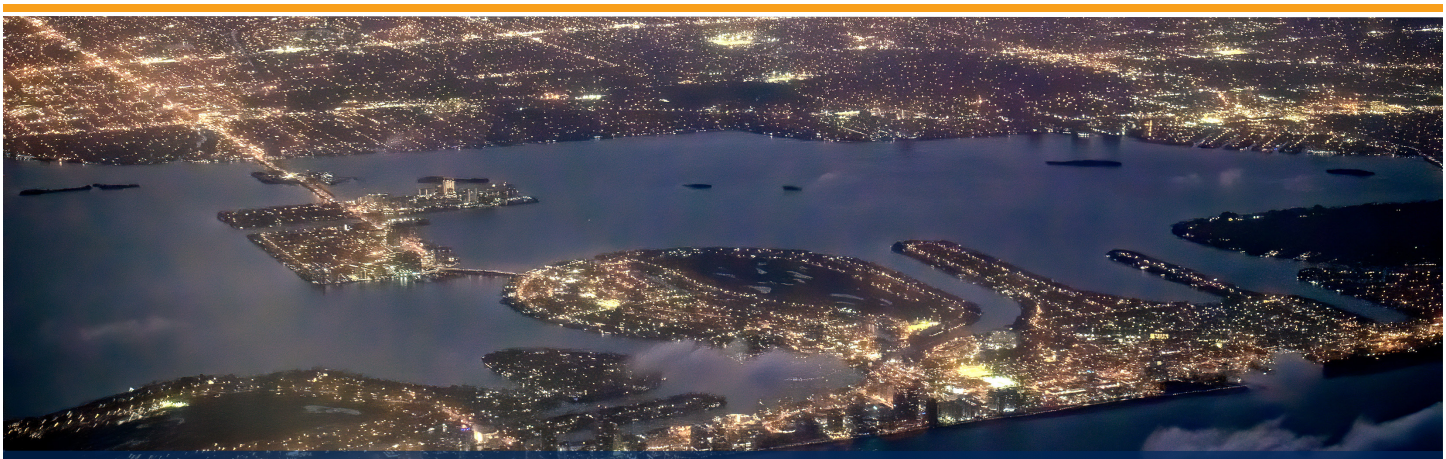
Integrated Design to reflect national best practices

Alternate **Delivery Partnerships** to scale implementation and outcomes

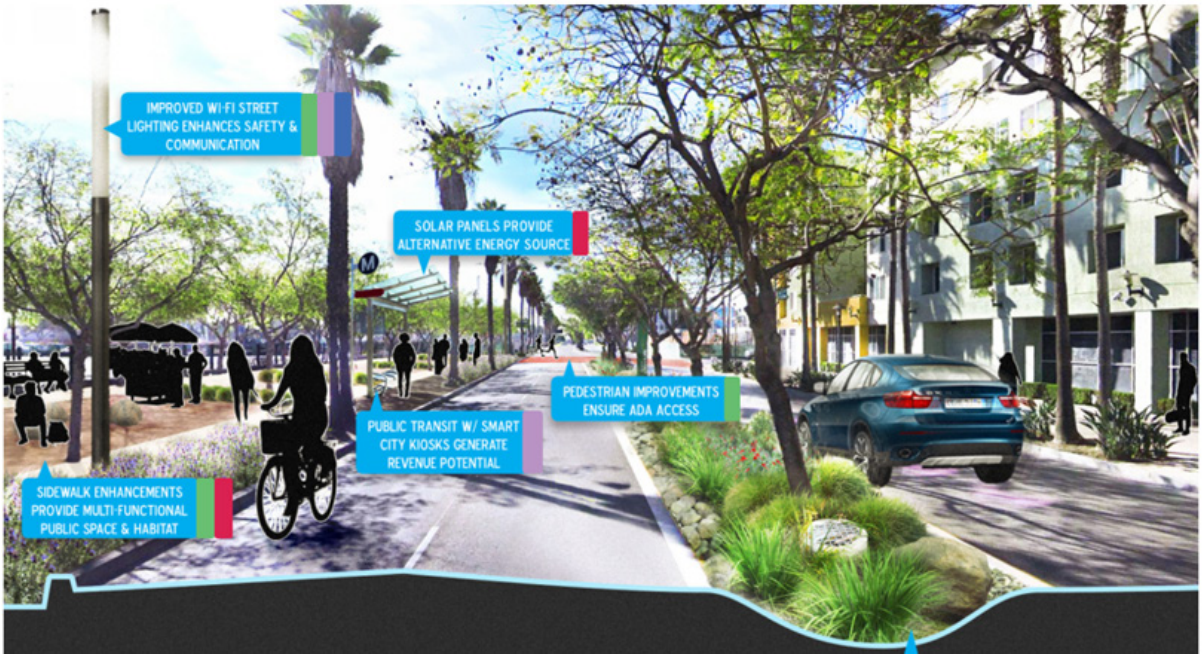
Actionable decision support for integrating natural systems in **Resilience Planning**

Strategic Asset Management of natural infrastructure to reduce risk

Sustainable urban storm water and roadways management solutions.



North Bay Village will receive reliable and resilient projects delivered by local engineering resources through our team's practical and adaptive approach to easement and land acquisition, stormwater system upgrades, roadway reconstruction, right-of-way improvements, traffic calming, and green infrastructure.



Nature as Resilient Infrastructure

Natural systems are part of our community's infrastructure. Black & Veatch brings decades of experience working with cities across the United States to plan, design and implement green stormwater infrastructure as part of their community- and regulatory-driven wet weather management needs. Black & Veatch is recognized for innovation in stormwater management. We have led development of national best practices, applied asset management frameworks to natural resources, optimized the balance of traditional and green stormwater infrastructure (GSI), and successfully managed programs to scale up delivery and track performance of GSI.

Building on a foundation of enabling sustainable stormwater management, we understand the potential to elevate nature-based solutions to support resilient communities and ecosystems. Today, we are:

Advancing Resilience

We bring tailored expertise to support resilience efforts through strategic planning and system assessment, actionable studies that integrate funding recommendations, innovative design strategies such as living shorelines, seawalls natural stream design and constructed wetlands.

Diversifying Water Supplies

Recognizing rain as a resource, our team understands how to evaluate the potential of systems to capture and recharge stormwater runoff to secure long-term water resources.

Elevate Resilient Communities and Ecosystem

Black & Veatch engages multi-disciplinary teams to identify the best solutions for a given challenge. When it comes to resiliency, Black & Veatch has all the expertise to protect the communities assuring its sustainable future and economic growth.

OUR AREAS OF FOCUS

Resiliency

Black & Veatch has been a proponent and strong advocate for resilient and sustainable infrastructure for decades – long before "resiliency" became a catchword. We have completed vulnerability and risk adaptation studies on hundreds of facilities across the U.S., have recently developed a common framework to guide the planning and implementation of resilient water infrastructure via the Water Research Foundation (WRF), have completed AWIA risk assessments for dozens of clients, and continue to support this critically important area of focus across the full spectrum of our core services. The figure below emphasizes the complex interdependencies between sectors, threats, outcomes and available adaptation solutions.



One Water

Creating sustainable One Water solutions is a long-term mission and passion of the Black & Veatch team. One Water is a collaborative, innovative, and integrated approach to optimize the sustainability of our essential water resources. Its outcome enhances our quality of life by promoting vibrant and engaged community participation while encouraging responsible stewardship of our social, economic and environmental resources.



Implementation Spectrum

The Black & Veatch team is uniquely qualified in all three of the principal pillars that encompass the comprehensive scope of stormwater management:

- **Funding & Finance.** Black & Veatch has the expertise and experience to identify and pursue various funding alternatives including the turnkey development of stormwater or resiliency utility programs. As the principal author of the biannual National Stormwater Utility Survey, we keep close tabs on how the market creatively funds their ever changing stormwater needs.
- **Planning & Design.** Black & Veatch is well recognized for our ability to innovate and develop design concepts that incorporate state-of-the-art practices including smart infrastructure and dynamic/ risk integrated asset management planning and capital improvement plan development. As a designer, builder and asset manager, we naturally understand the critical need to develop plans that are constructible, functional and easy to operate and maintain.
- **Infrastructure Delivery.** Black & Veatch has the unique ability and requisite relationships to bring low-risk, collaborative project/program delivery alternatives to bear to efficiently deliver distributed infrastructure over a regional-scale geography.

Each of these pillars is critical as it relates to initiating and driving progress around any stormwater and roadway management capital program. Whether the need is regulatory driven or community inspired, we can help.

ELEVATING EQUITY ACROSS SECTORS

With increasing visibility and focus on environmental justice issues in recent years and government agencies creating significant momentum with recent policy, the potential to advance equity in communities that have experienced disinvestment and exclusion is evident. However, sustainability strategies are becoming increasingly complex, which means organizations often don't have a clear understanding of how to ensure goals like environmental justice and equity are adequately planned and met.

As a leader in the innovation, infrastructure, engineering, and environmental sector, Black & Veatch can support both public and private sector clients by providing a range of solutions that fulfill client and business needs while being mindful of the health and well-being of impacted communities. We work with clients to define environmental justice impacts early in the project to plan for successful outcomes.

ESG Goals

Environmental, social and governance goals should be integrated into broader organizational strategies. Identifying and quantifying the impact not only on equity but also on the organization's triple bottom line is an important step to analyzing potential projects and investments.

ELEVATING OUR COMMITMENT TO SUSTAINABILITY

Black & Veatch brings regional and national leaders recognized for promoting sustainability, livability, green infrastructure and environmental conservation. Our company is committed to understanding and analyzing holistic project benefits to ensure that projects deliver impact. Our approach, aligned with Institute for Sustainable Infrastructure's Envision® framework, is driven to minimize infrastructure impact on the natural world and the public while improving long-term community health and safety. We work with our clients to affirm their commitments to promote sustainability, meeting project sustainability and Envision® goals. Our sustainability strategy, *Accelerate Zero*, outlines our company's environmental, societal and governanace policies, while highlighting tangible progress of our journey to a cleaner, more equitable and prosperous world.

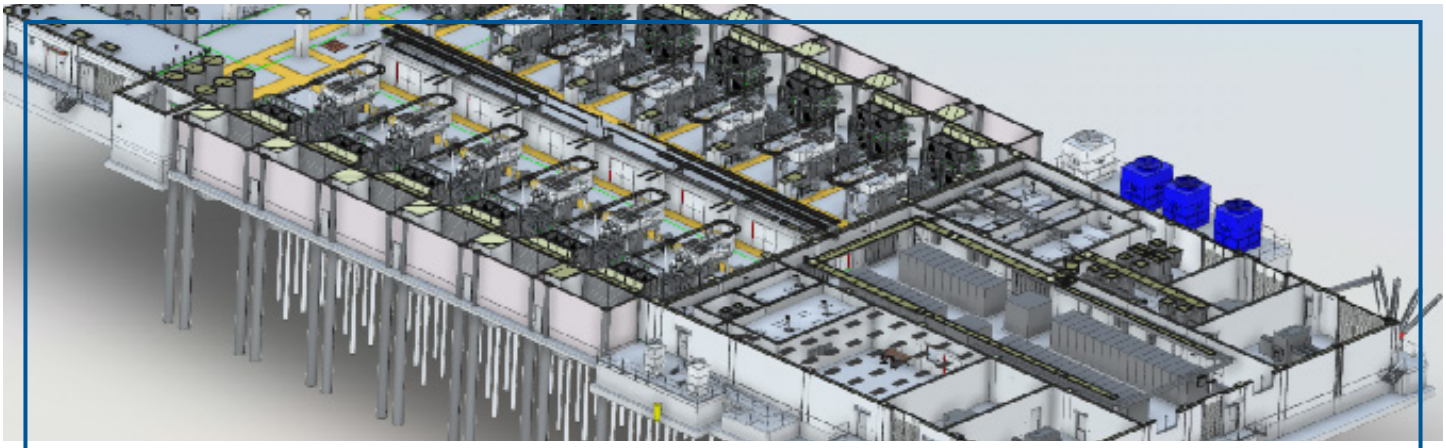
OUR EXPERIENCE DRIVES INNOVATION FOR OUR CLIENTS

Black & Veatch leads the industry in integrating all aspects of stormwater, water, wastewater, and reclaimed water systems and their facilities as well as improvement drivers beyond capacity concerns such as system condition, energy efficiency, resiliency, water quality, and regulatory impacts.



Throughout the project stages and tasks, Black & Veatch exhibited a commitment to understanding and addressing Charlotte Water's needs. Black & Veatch formed an exceptional team of technical and subject matter experts on a variety of topics including water system hydraulic modeling; risk-based assessments; resiliency assessments; and capital improvement plan management."

- KERI B. CANTRELL, PHD, PE
CHIEF ENGINEER, PLANNING & LAND DEVELOPMENT
CHARLOTTE WATER



Ocean Outfall Legislation Professional Services Agreement

RELEVANCE TO THE VILLAGE

- Sustainbility Assessment
- Backup Power Generation
- Resilient Infrastructures

KEY TEAM MEMBERS

Pablo Gala-Serra, Tammy Martin, Melody Gonzalez, Arturo Burbano, Rafael Frias, Melissa Velez, Irene Testa, Mike Mackenzie

DATES OF SERVICE

2017 - Ongoing

CLIENT REFERENCE

Marisela J. Aranguiz-Cueto, PE
Deputy Director
Miami-Dade Water and Sewer Department
(786) 552-8894
E.marisela.aranguiz@miamidade.gov

CONTRACT AMOUNT

$33M

MIAMI-DADE WATER AND SEWER DEPARTMENT | MIAMI, FL

In 2008, the Florida Legislature approved and the governor signed a law requiring all wastewater utilizing ocean outfalls, the Ocean Outfall Legislation (OOL), for disposal of treated wastewater to reduce nutrient discharges by implementing advanced wastewater treatment by 2018 or equivalent; cease using the outfalls by 2025; and reuse 60% of the wastewater flows by 2025. Miami-Dade Water & Sewer Department (MDWASD) contracted with Black & Veatch to provide services for its facilities in response to OOL.

SDWWTP Project ST-2D Electrical Distribution Building 3. We were contracted by the MDWASD to provide engineering services for the design, permitting and bid phase of a new Electrical Distribution Building 3 (EDB3) at the South District Wastewater Treatment Plant. The SDWWTP is a 112.5 MGD average secondary wastewater treatment plant that serves industrial as well as residential users. The SDWWTP utilizes an activated sludge treatment process with high purity oxygen for liquid treatment and an anaerobic digestion system for handling the sludge produced from the liquid treatment process. As the prime consultant, Black & Veatch's services included upfront engineering assessments and technical studies, 100% detailed design, and permitting services. Design work at EDB 3 includes all related disciplines including: Civil/Sitework/Architectural/Building Mechanical (HVAC) Building Mechanical (Plumbing)/Stormwater/Building Mechanical (Fire Protection)/Instrumentation and Controls/Process Mechanical and the air permitting for new generators at EDB 3 and EDB 2. **As part of this project Black & Veatch incorporated their "Sustainability-by-Design" principles into their approach for designing the new engine generators. High-speed units were considered instead of the original low-speed units in the new design. The new units were deemed to be equally reliable but were also more energy-efficient and produce less emissions. This modification, together with innovative approaches on equipment procurement and curtailment agreements with the power supplier produced estimated savings of $300M to MDWASD over the next 20 years.**



City of Memphis Program Management: SARP10, MSQ2 and EIB Leadership

CITY OF MEMPHIS | MEMPHIS, TN

RELEVANCE TO THE VILLAGE

- Adaptive and risk-based management approach.
- Incorporation of green infrastructure
- Successful alternative funding
- Extensive hydrologic and hydraulic modeling for complex systems.

KEY TEAM MEMBERS

Charles Moseley

DATES OF SERVICE

2013 - Ongoing

Black & Veatch has been an integral part of growing and restoring Memphis's infrastructure over the last nine years, first as the Program Manager for the City's Sewer Assessment and Rehabilitation Program (SARP10), then as the primary technical lead for the City of Memphis' MSQ2 Stormwater Management Program, and continuing our leadership on the City's efforts to capture an Environmental Impact Bond. All three assignments are currently ongoing.

Memphis Sewer Assessment & Rehabilitation Program (SARP10)

The SARP10 Program is a 10-year, $500M sanitary sewer assessment and rehabilitation program. The objective of SARP10 is to improve the sanitary sewer infrastructure of the City, some of which is over 100 years old, and reduce the number of sanitary sewer overflows (SSOs). The City's sewer system includes approximately 3,200 miles of sewer and 85,000 manholes city-wide. The program also developed a hydraulic model to evaluate the capacity of the collection system and to develop a master capital improvement plan to address capacity and condition deficiencies and control overflows.

This is a program-management-at-risk (PMAR) delivery model that includes management of more than 30 design firms and construction companies. Including wastewater treatment facilities, Memphis plans to eventually invest over $500M to implement the Program, which is funded using sewer fees but is leveraging alternative funding avenues including SRF loans. A key element of the program has been the establishment of a mentor protege program to enhance DBE participation and expand safety training.

City of Memphis Program Management: SARP10, MSQ2 and EIB Leadership, cont'd.

Memphis Stormwater Management Program (MSQ2)

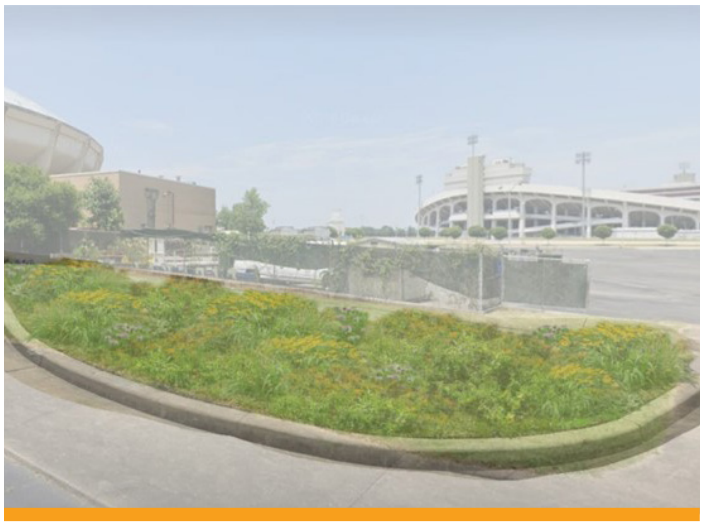
As a subcontractor to Allworld Program Management, Black & Veatch is the primary technical leader for the City of Memphis' MSQ2 Stormwater Program. In this role, Black & Veatch led efforts on several key aspects of the $80M program including:

- **Project Development:** In the absence of comprehensive watershed studies, high-level hydrologic and hydraulic models were developed for more than 40 watersheds that encompass the land area of Memphis. Concept-level projects were developed to address identified flooding.
- **Alternative Funding:** Multiple alternative funding avenues were evaluated, including grants and low-cost loans. As a part of this effort, Black & Veatch led the application (and capture) of a $44.1M WIFIA loan.
- **Risk-Integrated Project Prioritization (RIPP):** This prioritization methodology, developed previously by Black & Veatch, was implemented to guide the selection of projects for both flood and water quality improvements.
- **Community Rating System:** Black & Veatch is assisting Memphis to prepare for entry into FEMA's Community Rating System to allow Memphians to capture flood insurance discounts.

Environmental Impact Bond Funding (EIB) Efforts

As a part of the MSQ2 Program, Black & Veatch has led efforts to incorporate GSI wherever possible. The City of Memphis is pursuing an Environmental Impact Bond to fund GSI improvements that will improve the health and environment for Memphians. Black & Veatch managed the efforts of three design consultants to develop concept-level improvements. These improvements are focused on a historically disadvantaged community.

The EIB improvement concepts included underground detention, permeable paver, bioswales, naturalization of concrete channels, and complete street improvements along a key stretch of roadway leading to the Liberty Bowl stadium. The improvements are intended to represent demonstration projects for GSI, encouraging others in and around Memphis to adopt Low Impact and GSI development practices. Further management is anticipated in 2022 to complete the bond issuance, led by Quantified Ventures.



Black & Veatch managed a diverse group of subconsultants to develop distributed green infrastructure in high profile areas.



Fontenelle Sewer Separation and Green Infrastructure

CITY OF OMAHA | OMAHA, NE

Our team was selected to provide conceptual, preliminary and final design services to assist the City of Omaha in achieving Consent Decree requirements to reduce combined sewer overflows within the Minne Lusa Basin. These CSO reductions were achieved through the Lake James to Fontenelle Park Sewer Separation and GSI Project.

RELEVANCE TO THE VILLAGE

- Planning, design, public engagement, construction services and monitoring. Currently implementing SCADA RTC to provide smart GSI facility.
- Strategic separation and collection of stormwater.
- Hydraulic assessment using Infoworks ICM.
- Project separated 367 of the 477 acres in the study area.

KEY TEAM MEMBERS

Charles Moseley

DATES OF SERVICE

2017 - Ongoing

Conceptual Design

Black & Veatch began the project at a time when the City was looking for more cost effective solutions for achieving overflow reductions. The initial plan provided by the City and the program management team was to perform a complete separation of the combined and storm sewer system. Our team utilized the Infoworks ICM Modeling Software to build a model of the system and evaluated an "inflow reduction" approach for the sewer separation. This plan was to remove the storm sewer connections from the combined sewer system to achieve the same CSO objective of KC Water (85% capture) while reducing the length of new sewers. To model these scenarios, InfoWorks ICM was updated to analyze inlet flow slipping, street conveyance, and flow splitting between the existing combined and proposed stormwater conveyance pipes; therefore, a stormwater model was constructed that included all wet weather conveyance elements within the watershed, including streets, inlets, and existing storm and combined sewers.

Our team was able to develop a cost effective solution during conceptual design that removed approximately 18,000 LF of new storm sewer from the separation plan. In addition an opportunity at Fontenelle Park for green infrastructure was identified to reduce peak flows and downstream infrastructure and overflows. This resulted in a significant reduction of peak flows downstream as well as a large reduction in overflow volumes.

Fontenelle Sewer Separation and Green Infrastructure, cont'd.

Detailed Design

Modified Sewer Separation Design

Our team was then selected to perform detailed design of the Fontenelle Park to Lake James Improvements and Sewer Separation. The final project included designing sewer separation within the upstream basin and directing it towards Lake James Retention Basin and ultimately to the expanded detention pond at Fontenelle Park. TREKK assisted the team with CCTV, Manhole inspections and smoke and dye water testing to determine the condition of the existing combined sewer and where all the inlets and properties were connected to existing sewers. Vireo was a critical partner in the design of the lagoon improvements to include a design that fit within the existing Parks Master Plan and provided a benefit to the community. In addition Vireo assisted in selecting wetland plantings that will help improve the surface water quality of the pond.

Sewer Separation Within Established Neighborhoods

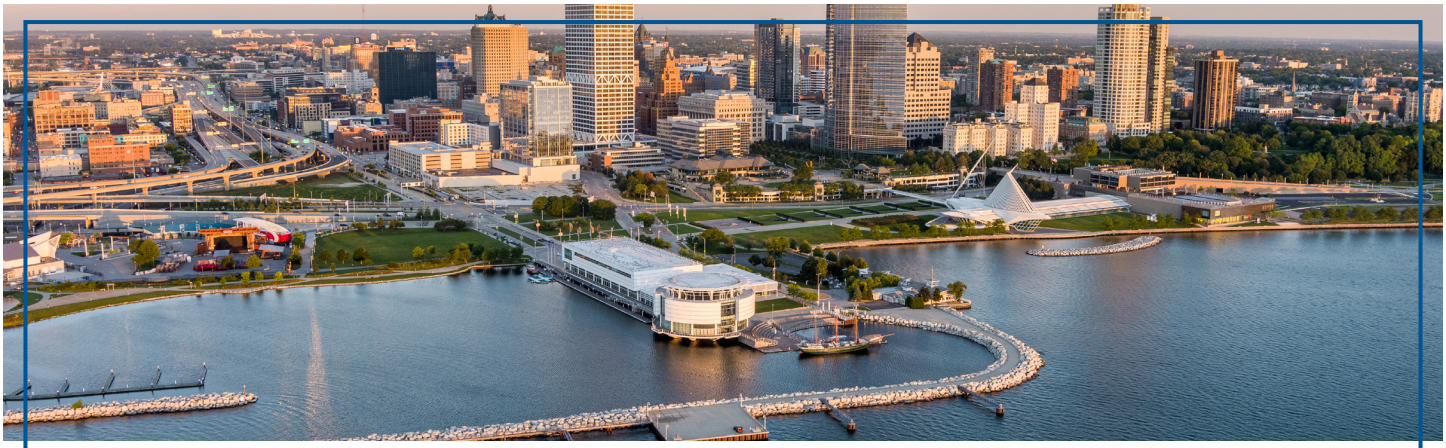
Critical to the projects success was extensive utility coordination and relocation prior to the project. Our team was able to successfully implement the $16M sewer separation project with no utility impacts during construction. We achieved this by identifying utilities early, coordinating during the 30% design phase, and conducting subsurface utility explorations to confirm size, material and horizontal and vertical location of critical utilities. Over 115 SUE investigations were performed by our team or by the associated utility to verify utility locations. This allowed utilities to relocate existing conflicts with the planned sewers and gave the contractor and the City confidence that no additional costs or change orders would be needed due to utility conflicts.

GSI Integration

The existing pond at Fontenelle Park was identified as a regional GSI asset to improve stormwater conveyance and storage. All separate stormwater from the upstream basins was conveyed into the pond and the existing footprint was expanded to 7 acres to provide 29 acre-feet of stormwater detention. Our team with assistance from Vireo was able to integrate the engineering requirements of the pond with the landscape architecture aspects of the park and pond. This achieved the goals for all stakeholders including Public Works, Parks Department, and the Community. Additional grants and funding were acquired to support aquatic life and public fishing, additional trails, and other amenities.



Black & Veatch provided construction management services for this 60-inch consolidation sewer.



Fresh Coast Protection Partnership

RELEVANCE TO THE VILLAGE

- Strategic and technical guidance to source and design a portfolio of projects, providing more than 10MG of GSI capacity.
- Reduction of overflow volume and urban flooding while building green job capacity

KEY TEAM MEMBERS

Charles Moseley

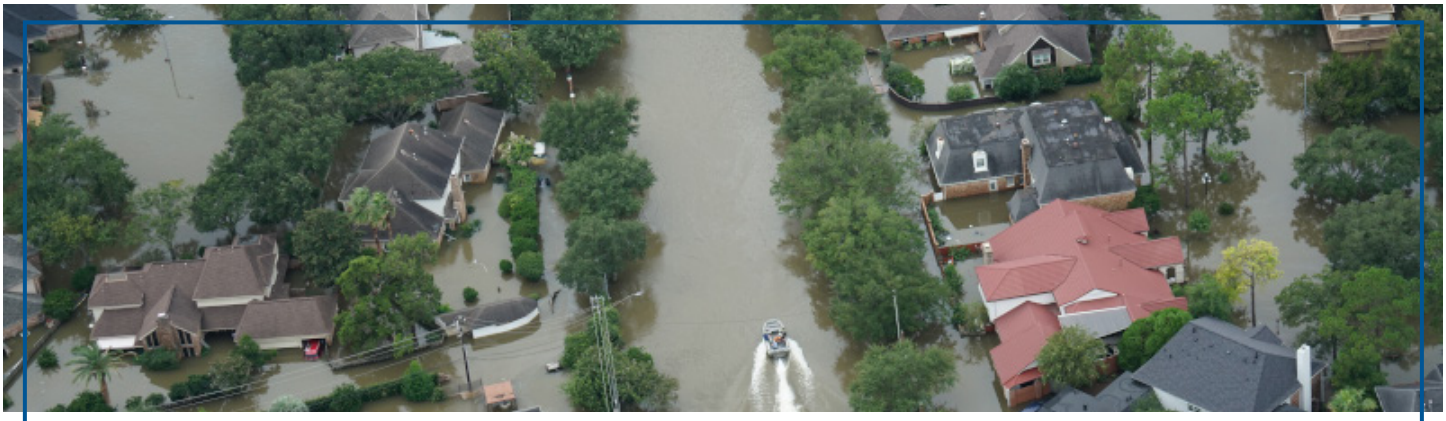
DATES OF SERVICE

Ongoing

MILWAUKEE METROPOLITAN SEWER DISTRICT (MMSD) | MILWAUKEE, WI

The Fresh Coast Protection Partnership (FCPP) is a performance-based partnership solution to deliver GSI at increased scale in support of MMSD's goals. This agreement is based on capacity of GSI and key metrics that were established in collaboration with MMSD.

Corvias holds the performance-based partnership contract with MMSD and Black & Veatch is leading the production management and construction management oversight to deliver over 10 million gallons of GSI capacity by 2023. To satisfy program metrics, 60% of this capacity must be constructed on private property, 30% in the combined sewer service area, and 30% outside of Milwaukee. During the first year, our team engaged with eight local design firms to identify, evaluate and build a portfolio of projects capable of delivering over 35 MG of GSI capacity. We are prepared to deliver the same commitment to inclusion and building workforce capacity with our team as we deliver solutions for KC Water. Additionally, our team developed the program framework: design guidance materials, site sourcing criteria, project sourcing and reporting dashboard, program schedule, and workflow. We have negotiated purchase orders with design firms resulting in 8 MG capacity under contract in the first two years, and a portfolio that meets or exceeds all of MMSD's performance metrics.



Palm Beach County Flood Protection Level of Service Assessment for Current and Future Sea Level Rise Conditions

PALM BEACH COUNTY, FL

RELEVANCE TO THE VILLAGE

Data collection, model formulation and conceptualization, analysis of flood vulnerabilities for current conditions and future sea level rise and design storm conditions, and conceptualization of projects to enhance community flood resilience.

KEY TEAM MEMBERS

Jon Dinges, Sam Miller, PE, Pablo Gala, Tammy Martin

DATES OF SERVICE

2022 - Ongoing

CONTRACT AMOUNT

$1.3M

The South Florida Water Management District (District) is conducting a system-wide review of regional water management infrastructure to determine flood protection level of service (FPLOS) provided by existing infrastructure under current and future sea level rise and rainfall conditions. The FPLOS describes the amount of protection provided by water management facilities within a watershed considering sea level rise (SLR), future design storm events, future development, and known water management issues in each watershed. This information can be used by local governments, the District, and other state and federal agencies to identify areas of improvements to design, construction and operation or upgrade of water management facilities are required to enhance community resilience. Project includes data collection, model formulation and conceptualization, analysis of flood vulnerabilities for current (2019) conditions and three future sea level rise and design storm conditions, and conceptualization of projects to enhance community flood resilience. Model formulation and conceptualization and data collection, processing, and compilation have been completed. Model calibration is ongoing and was completed in January 2023. Ongoing work will be leveraged for benefit of the VARAP through modeling, vulnerability analysis, and mitigation project development as timelines for both projects are coincident.



Strategic Sustainability Planning and Asset Management Strategy Development

PALM BEACH COUNTY | PALM BEACH, FL

RELEVANCE TO THE VILLAGE

- Sustainability and Strategic Planning

KEY TEAM MEMBERS

Pablo Gala-Serra, Tammy Martin, Melody Gonzalez

DATES OF SERVICE

2014 - 2016



Palm Beach County retained Black & Veatch to provide engineering, sustainability and strategic planning services for its 2014-2019 sustainability planning process. The contract included multiple tasks related to strategic planning and the initial stages of developing an asset management strategy for PBCWUD. One of the tasks performed, was the development of the Strategic Sustainability Plan (SSP) for PBCWUD to shape the future state of the utility and to support it in continuing to be a leader in the water and wastewater utility industry.

As part of the SSP development, Black & Veatch used our Pathfinder strategic planning process, which was developed based on our proven experience working with local governments and utilities. The methodology combines sustainability, financial, and operational analytics with technical depth and insights for development of the PBCWUD Strategic Sustainability Plan. Black & Veatch facilitated a team building and strategic planning workshop to achieve consensus on the future direction of the utility. We reviewed the existing Strategic Plan, Overarching Goals, Pillars/Strategies, Work Plans and Performance Metrics prior to the initial Workshop to incorporate previous efforts and strategies into the SSP. The foundation of the SSP is embodied in the Circles of Excellence approach: Workforce, Community, Environment, Infrastructure, Financial Responsibility, and Operational Excellence, supporting all other initiatives to lead PBCWUD to become a "Best in Class Utility".

Strategic Sustainability Planning and Asset Management Strategy Development, cont'd.

Success in implementing the objectives will be measured by attainment of KPIs that will be developed to implement the SSP and establish firm benchmarks of improvements and growth. After subsequent workshops and coordination with key stakeholders, Black & Veatch assisted PBCWUD with the development of the KPIs.

Asset Management Strategy Development

PBCWUD's asset management strategy will be aligned with the SSP. The overall strategy will consider the complete life cycle of assets and focus on improving the utility's management systems around People, Processes and Assets using the ISO 55001 asset management standard to implement an asset management program. The initial stages for developing the asset management strategy consist of development of an asset management vision, high-level review of data gaps and needs, and an assessment of the current use of Maximo at the treatment plants (the Maximo assessment was carried out by sub-consultant EDI). Black & Veatch worked with the PBCWUD Director of Strategic Planning and staff to capture key requirements and the vision for the asset management strategy.



North Bay Village Seawall Design Criteria and Island Walk

NORTH BAY VILLAGE | NORTH BAY VILLAGE, FL

moffatt & nichol

RELEVANCE TO THE VILLAGE

- Sea Wall Design Criteria
  New Island Walk

KEY TEAM MEMBERS

Tim Blankenship, PE
Lynette Cardoch, PhD, LEED AP

DATES OF SERVICE

2019 - 2021

CLIENT REFERENCE

EAC Consulting (for the City of North Bay Village)
Michael Adeife, Vice President
305.265.5400
madeife@eacconsult.com

CONTRACT AMOUNT

$41,081

North Bay Village (NBV) took a proactive approach to address the challenges from global warming and climate change with the creation of their Sustainability and Resiliency Task Force in January 2019. One of the Task Force's primary resiliency concerns was the flood risk associated with sea level rise. The increased flood risk comes not just from the actual change in sea level elevation and storm surge, but also because it amplifies other flood risks, such as sluggish drainage. The Village sought to reduce risks from storm surge and prepare for increasing sea level. In addition to physical challenges, social and economic factors play a key role in a sustainable and resilient community. Moffatt & Nichol was a subconsultant to EAC for two initiatives: 1) sea wall design criteria, and 2) a new Island Walk.

Sea Wall Design Criteria

To preserve public and private properties along the NBV coastline against sea level rise and wave action, NBV requested development of minimum design criteria for new seawalls to be designed and constructed within the Village with the purpose of facilitating overall resiliency and coastal defense through code development. M&N was tasked with developing a proposed seawall design criteria code to provide resiliency by adapting to rising sea levels, reducing storm surge risk, and working within the physical constraints of the Village. The Village exists entirely on reclaimed land within Biscayne Bay; therefore, shoreline stabilization is considered critical infrastructure.

The proposed sea wall criteria were developed by taking into account the existing seawall guidelines, recent NBV seawall projects, previous resiliency studies, and other planning efforts.

North Bay Village Seawall Design Criteria and Island Walk, cont'd.

Criteria development accounted for cap elevation, service life, geotechnical considerations, groundwater levels, resiliency standards, and permitting considerations. Also reviewed were seawall alternatives of alternative concrete materials, sheet pile walls, living shorelines, and return walls.

Island Walk

The Island Walk Project site, located along the northeast shoreline of North Bay Village extends approximately 3,000 linear feet. M&N, as a subconsultant to EAC, developed the preliminary project program and initial design criteria. The Island Walk aims to develop a place for increased social interactions by establishing various activity zones. By creating a sense of space with the Island Walk, the Village is also encouraging increased economic development. The proposed design criteria also keep in mind the need to have harmony between the various zones and public and private properties. The primary objective was to create consistency, strong aesthetic, and lasting value.

The primary site use provides residents and guests of North Bay Village with public access and walkability along the waterfront. This includes a variety of outdoor uses and activities catering to a wide-ranging demographic, including both active and passive uses. Restaurants and retail will be encouraged to front the new Island Walk, with outdoor seating to enliven the experience, activate businesses and encourage social interaction. There are also opportunities for property owners to secure underwater land leases from the State of Florida to construct docks, which can be used for public use, restaurant seating, and small boat access to Island Walk.

Other site uses include those that promote health and wellness such as a designated bicycle path, marked pedestrian trail with mileage, kayak launch, and fitness circuit signage and equipment. Strategic overlooks can provide visitors with wildlife observation opportunities and places for social interaction. Additionally, steps down on the waterside can provide unique seating opportunities and bring visitors closer to the water's edge.

TAB I

PROPOSED PROGRAM EXECUTION APPROACH

TAB I

Proposed Program Execution Approach



Recognizing need to channel and sustain high levels of public confidence while also leveraging past planning investments, the Black & Veatch team stands ready to manage design and construction projects immediately upon NTP, saving time and expediting improvements.

BEGINNING WITH THE END IN MIND

By issuing the subject RFQ, the Village recognizes that the scale and speed of its Roadway Reconstruction & Stormwater Improvements Program requires specialized labor resources beyond the availability of its Public Works Department's current supply of three outstanding professionals.

While other firms specialize in either large, full-scale Program Management models or in small, Owner's Rep Program Staffing models, Black & Veatch has innovated a best of both worlds approach: **Black & Veatch's lean Blended-Capacity Program Management model.** Proven to work for local public entities as diverse as NMB Water and the Village of Key Biscayne, our Blended-Capacity Program Management approach is effectively a force-multiplier for our clients. It does this by enhancing existing client resources and in-house expertise and partnering them with Black & Veatch program management experts to conform a core team. The core team then leverages the Black & Veatch team's large resource base to expedite performance while simultaneously constraining costs relative to other Program Management models.

In essence, upon receiving Notice-to-Proceed (NTP) Black & Veatch will help the Village create a single, united Program Management team to implement the Roadway Reconstruction & Stormwater Improvements Program.

Think of it as bolting on a Stormwater Group to the Village's existing Public Works Department, with the added benefit of being able to scale up or scale down without the hassles and expense normally encountered by public entities driven to move faster. Another benefit of our approach is that is also exposes the Village's Public Works leadership to CIP project management best

practice. Our legacy on this program will be enhanced Village project management capacity, along with a library of SOPs, tools and systems that the Village can leverage to quickly bring new hire PMs and other staff up to speed on future design and construction initiatives.

YOUR PARTNER FOR SEAMLESS PROGRAM EXECUTION

Upon NTP, Lead Program Manager, Carlos Ortega, PE will schedule a joint Kick-off & Chartering Workshop with the Village's leadership, staff, and our Key Team Members to achieve team alignment with the Program's critical success factors and define/select KPIs to measure performance at the CIP, Program Management, design, and construction levels.

In his role as the lead for the Village's core Stormwater Group (i.e. Program Management team), Mr. Ortega, will report to and be directly accountable to Village Public Works Director Marlon Lobban, PE (or his designee). In this capacity, **Mr. Ortega will effectively work full-time in embedded status with the Village.** He is supported by a mix of Project Managers and Construction Managers with the right experience and capabilities needed to manage the type and volume of projects scheduled concurrently by the Village. They are also **supported on an as-needed basis by the Black & Veatch team's deep local, regional, and national bench of discipline-focused professionals and technical subject matter experts.**

The entire blended team receives direction directly from Village leadership and works collaboratively as one group to first execute early priority projects and when ready, the Implementation Plan. Throughout Program implementation, we'll monitor and evaluate project performance in real-time by leveraging Black & Veatch's Procore Project Management Information System (PMIS) or the Village's preferred PMIS.

SUSTAINED PROGRAM EXECUTION

Strategy & Implementation Planning

In his role as Black & Veatch's Lead Program Manager, Mr. Ortega will lead overall planning in addition to holding our three program task teams accountable for their performance. In his role as the Village's Stormwater Group lead, he will make sure each task team is responsive to the Village's Public Works Department.

Reporting functionally to Village Engineer/CIP Manager Delroy Peters, the first task team (Program Strategy & Implementation Planning) is led by Dr. Lynette Cardoch, PhD, LEED AP. This reporting line helps break communication bottlenecks so the program can move fast on Strategy and Implementation Plan development. It also ensures the development and implementation of the Program Strategy (2060 Vision, Priorities, Goals & Objectives) and the resultant short-list of proposed projects also benefit from Messrs. Lobban's and Peters's knowledge, judgment of prior studies, and expertise managing the Village's stormwater system and road network.

The first task team will review all available project data and related planning documents and studies and **validate that the Village's scheduling of initial priority projects meets intended objectives in a manner reflective of the realities and special circumstances under which the Village implements this Program.** They will produce a CIP level Design Phase project staffing plan/schedule to be updated and administered by Pre-Construction Lead Pablo Gala-Serra, PE up-on approval by the Village.

Pre-Construction Planning/Design Procurement Cycle

Also reporting functionally to Village Engineer/ CIP Manager, Delroy Peters, the second task team (Pre-Construction Implementation) is led by Project Manager, Pablo Gala-Serra, PE. While Mr. Gala primarily has a planning and oversight role, the Pre-Construction Task Team also includes Stormwater Project Manager, Derrick Lewis, PE and others. Our project managers are ready and willing to be seconded to work full-time in the Village's proposed Stormwater Group to manage individual design projects based on schedule, cost and quality while also monitoring and recording performance to help the Village recognize its best designers. On the planning side, the Pre-Construction Task Team will perform internal project-specific design and construction cost estimates as well as develop project-specific engineering design scopes for release to and performance by firms selected under contract with the Village.

As we move into design execution, our PMs' primary focus will shift to managing the implementation of the Village's A/E firms' scopes, schedules, and budgets. During this phase, **our Construction Management team will also provide support to validate construction cost estimates and provide 30/60/90/100 plan set constructability reviews to further streamline construction costs prior to tender and to mitigate potential change orders during construction.**

During the Bid phase, our project managers will support the Village in the evaluation of construction tenders. The balance of pre-construction activities will be performed by the respective Project Manager with support from the other specialists available to the Village on a full-time or part-time basis by Black & Veatch.

This approach benefits from Black & Veatch's experience standardizing engineering scopes to drive consistent design performance by the Village's contracted design firms while also avoiding any surprises in terms of the probable costs of construction which continue to rise under the current high-inflationary environment.

Construction Management Cycle

Once the Village selects and awards a construction contract, our Construction Managers will manage construction execution to meet or beat schedule and budget targets. Our team is structured and resourced to fully service the Village's construction management needs. We not only manage construction; we also evaluate contractors' performance in adherence with the construction contract and current or revised Village policies, rules, procedures, standards, and project specifications.

Reporting functionally to Village Public Works Superintendent Meagan Cook, **the third task team (Construction & Delivery) is led by Heriberto Torres, PE.** This reporting line helps break communi-cation bottlenecks so the program can manage construction with the full knowledge and support of the Village's Public Works Department. As will be clear from SOPs we'll develop for this program, this reporting line also helps drive transparency and full-compliance with Stage-Gating/Project Approvals work flows and the Village's policy and procedural requirements.

Upon NTP, Mr. Torres will support the Village's development of Construction Contract documents for initially scheduled projects in conjunction with the Village's leadership, legal department, and Black & Veatch construction contracting specialists as needed and mobilize staff to coincide with the Village's award of construction projects.

Black & Veatch's Construction Management team approaches projects from a construction perspective. Our CMs function in a variety of roles:

- As Agent or Owner's Consultant
- As CM oversight for multiple projects
- At Risk and For Fee
- As bridging consultant for design-build project
- CM Plus, which provides construction administration and project representation with a holistic approach to managing construction
- Design/Build and Progressive Design/Build @ Budget
- As General Contractor

For each construction project, our Construction Managers will establish a CPS Management Plan and leverage our Procore PMIS or the Village's preferred PMIS to manage document controls, contractor schedules, contractor Progress payments, RFI/CO/claims procedures, performance testing, record drawings, material testing, special inspections, site visits, and public outreach.

Under the oversight of assigned Construction Managers, our Construction Inspectors will perform the inspections requisite to assure contractor construction quality and compliance with the contract documents.

In collaboration with the Project Manager responsible for a project's design phase, each Construction Manager will administrate construction with the Engineer of Record to review shop drawings; advise the Village on laboratory, shop, and mill test of material and equipment for compliance with specifications; prepare records drawings; support startup and commissioning efforts; and provide final inspections and reports.

TAB J

FUNDING ASSISTANCE

TAB J

Funding Assistance

Black & Veatch's Alternative Funding Evaluation and Sourcing (AFS) team evaluates funding/financing options, assists with grant and loan applications, and supports in the compliance monitoring of funds.

Each funding opportunity has program goals, objectives, and eligibility requirements. The AFS team understands that the needs and sources available to small vs. large communities can differ greatly, and tailors its evaluation and grant/loan assistance to the specific needs of the client.

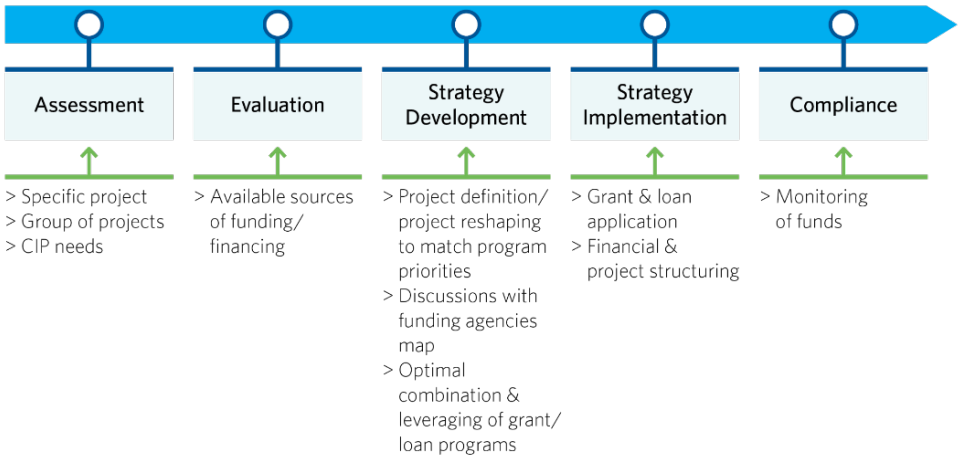
Black & Veatch has helped clients secure over $5 billion in funding and between 2020-2022, completed funding evaluations for over $10 billion in project work.

The AFS team looks to match specific elements of the projects that align with the objectives of the contributing funding programs. Sources include WIFIA, SRF, FEMA, CDBG, USDA, federal and state grant and loan programs, bridge financing, private financing or a combination of multiple sources.

Moreover, Black & Veatch works with clients to develop a funding strategy that best leverages the various state and federal programs and matching funds, with the goal of optimizing funding opportunities to decrease the burden on ratepayers.

Additionally, for the first time in more than a decade, we are seeing a multi-layered infrastructure funding plan at the federal level. Black & Veatch is working with its clients to navigate the various sources of funding and determine the best approach to capitalize on:

- The Bipartisan Infrastructure Law (BIL)
- The increase in funding of the FEMA Building Resilient Infrastructure and Communities (BRIC) program.
- The Inflation Reduction Act (IRA – limited funding for water-related projects)
- Earmark funding
- Ongoing and annual appropriations funding



AFS BENEFITS

- **Decrease burden on ratepayers**
- **Accelerate projects**
- **Expand projects/programs**
- **Enable utilities to do more of CIP, sooner**

CITY OF NORTH MIAMI, FL | WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM

Black & Veatch supported the City with completing the application and procuring of $46M in low/no interest State Revolving Fund monies for the rehabilitation of the City's existing lime softening water treatment plant and water distribution system. In addition, Black & Veatch provided loan administration services to assist the City in meeting the requirements of the loan.

CITY OF LAUDERHILL, FL | WATER AND SEWER SYSTEM RATES STUDIES

In addition to completing multiple water and sewer system rates studies, Black & Veatch support the City with the procurement of $20M from the State Revolving Fund. Black & Veatch supported the development of the loan application and provide specific guidance related to the pledged revenues and the financial feasibility of the water and sewer system.

CITY OF WINTER GARDEN, FL | WASTEWATER TREATMENT FACILITY EXPANSION & PROCESS OPTIMIZATION

Black & Veatch developed a funding evaluation for the Crest Avenue Wastewater Treatment Facility Expansion and Process Optimization Project with a capital cost of $46,005,845. Black & Veatch assisted the client in securing $1.2M for planning activities and $5M for design services via the Florida Department of Environmental Protection Agency (FDEP), State Revolving Fund (SRF). Black & Veatch continues to provide SRF grant administrative services as the project progresses towards construction. Administrative services include Davis Bacon, American Iron and Steel requirements, fund disbursements and other SRF required activities to qualify for their funding.

CITY OF ESCONDIDO, CA | LAKE WOHLFORD DAM

Black & Veatch is helping the City of Escondido secure a $48.2M WIFIA loan and helped the city apply for a $45M FEMA Grant for the Lake Wohlford Dam Replacement Project. When Black & Veatch began working with the client on identifying funding options, the project design was complete and ready for bid. The only impediment to the project moving forward was the need for funding. The WIFIA financing allows for acceleration of the project.

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY, KS | STORMWATER MANAGEMENT

Black & Veatch is helping the Unified Government (UG) of Wyandotte County, Kansas secure WIFIA and SRF loans for a $150M stormwater management program. The program integrates stormwater, sewer, and green infrastructure projects to address frequent flooding, repair critical infrastructure, and improve water quality. Without alternative funding, the UG would have significantly limited financial capacity of just around $15M and consequently a scaled down CIP.

TAB K

SPECIAL CONSIDERATION

TAB K

Special Consideration

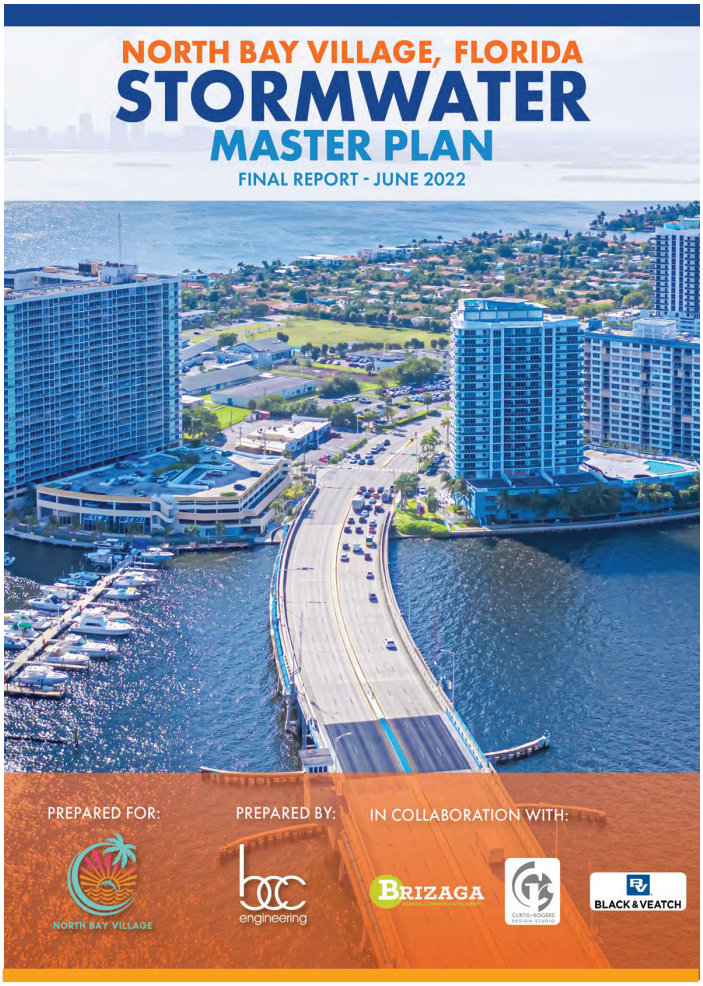
The Village is a coastal municipality comprised of three man-made Islands. It is located in the northeast (NE) bounds of Miami-Dade County (County). The Village is surrounded by Biscayne Bay, which is an Outstanding Florida Water (OFW) and is also located within the Biscayne Bay Aquatic Preserve.

Due to its location within Biscayne Bay and changing climate conditions, the Village is vulnerable to rising sea levels, rising groundwater, increased rainfall amounts, and threats from stronger hurricanes and storm surges.

Furthermore, the Village has aging and low elevation seawalls, deteriorating and non-functioning stormwater infrastructure, and a limited stormwater capital improvement plan (CIP). The Village regularly experiences sunny-day flooding, standing water after normal rainfall events, and receives heavy storm surge flooding.

The Village is a thriving community that is presented with the complex challenge of balancing the enjoyment and conservation of its water environment, while concurrently having to develop strategies to protect its people and property from water-related issues. **To address and overcome these challenges, the Village retained BCC Engineering, Black & Veatch, and other strategic partners to develop the Village's first Stormwater Master Plan (SWMP).**

The intent of the SWMP was to establish a strategic plan to protect the Village's critical infrastructure, defend against decreasing property values, improve the quality of stormwater discharges to Biscayne Bay, and increase overall community resilience. As part of this, the SWMP identifies the current flood protection level-of-service (FPLOS) within the Village by accounting for all existing stormwater management systems.



North Bay Village Stormwater Master Plan Final Report

In addition, the SWMP evaluated the reduced FPLOS based on future drainage conditions for a specified sea-level/groundwater rise planning horizon, in accordance with the Southeast Florida Climate Change Compact (SEFCC) adopted predictions. The SWMP developed an Adaptive Management Approach to help implement the recommended capital improvements.

TAB L

LITIGATION STATEMENT

TAB L

Litigation Statement

Purchasing Department *RFQ # 2023-001*

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES ___X___ NO _____

Please see attached statement.

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ___X___ NO _____

Please see attached statement.

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ___X___ NO _____

Please see attached litigation history.

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: Black & Veatch

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

Form 7
Page 41 of 72

Response to Questions No. 1 and 2.

Black & Veatch Corporation (Black & Veatch), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation. Black & Veatch maintains a program of insurance to protect against claims arising out of its work. In the opinion of Black & Veatch management, no pending claim or litigation will have a material impact on Black & Veatch's ability to execute this project.

Response to Question No. 3

Black & Veatch Corporation
Litigation History
January 9, 2018 – January 9, 2023

Black & Veatch Corporation ("BV"), together with its affiliates constitutes a large, international engineering and construction firm. Like similarly-sized firms, at any given point in time, we may be involved with claims and litigation from time to time. BV maintains a program of insurance to protect against claims arising out of its work. In the opinion of BV management, no pending claim or litigation will have a material impact on BV's ability to execute this project. After a reasonably diligent search of available records, to the best of BV's knowledge, the following is a listing of past or ongoing litigation involving BV over the last five (5) years, excluding personal injury:

Case Caption	Description	Court	Case Number	Project Location	Status
Burkhalter Rigging, Inc. v. Black & Veatch Corporation	Subcontractor payment dispute litigation.	In the United States District Court for the Northern District of Ohio	3:17-CV-01847	Oregon, OH	This matter settled in 2018.
ATC Sequoia and GTP Towers vs. City of Onamia, Minnesota – Black & Veatch Corp, et al.	Declaratory Judgment Regarding Granting of Cup to resolve an controversy between ATC Sequoia, GTP Towers and City of Onamia and Black & Veatch.	Seventh Judicial District for the County of Mille Lacs, Minnesota	NA	Onamia, MN	BV voluntarily dismissed in 2019.
North Texas Municipal Water District v. Black & Veatch Corporation, et al.	Litigation arising out of leaks in the filter gallery of the Wylie WWTP 4.	In the District Court for Collin County, TX	366-02550-2017	Wylie, Texas	Settled in 2020.
Black & Veatch Corporation v. Kazstroyservice Global B.V.	Lawsuit filed by BV for breach of parent company guarantee obligations.	High Court of Justice, Business and Property Courts of England & Wales, Technology & Construction Court	HT-2020-000021	India	Pending.
Black & Veatch Corp. v. Strongwell Corp.	Lawsuit by BV against subcontractor on several EPC projects to recover costs incurred by BV in remediating defects in the tanks and internals of jet bubbling reactors.	U.S. District Court for the Western District of Missouri	4:12-CV-00119-BCW	Various	This matter was resolved by a verdict in 2016 finding that BV was not entitled to further recovery from subcontractor Strongwell Corporation.
Black & Veatch Corp. v. Aspen Insurance (UK) Ltd. & Lloyd's Syndicate 2003	Lawsuit by B&V against its insurers to recover costs incurred by B&V in remediating defects in the tanks and internals of jet bubbling reactors on several EPC projects.	U.S. District Court for the District of Kansas	12-2350-SAC	Various	Settled in 2019.
American Economy Insurance Company v. Black & Veatch Corporation	Subrogation lawsuit against BV arising out of property damage caused by underground boring activities.	County Court of Jefferson County, Colorado	2021C030739	Colorado	Settled in 2021.
Security Limits Inc. v. Avangrid Networks, Inc. et al.	Litigation related to subcontracting dispute.	United States District Court Southern District of New York	21-CV-10124	New York	This matter was voluntarily dismissed by Plaintiff in 2022.
Bellsouth Telecommunications, LLC v. Black & Veatch Corporation	Property damage litigation arising out of alleged damages to property caused by underground boring activities.	In the Circuit Court of the 9th Judicial Circuit in and for Orange County, Florida	2022-ca-000650-o	Florida	Pending.
City of Shreveport vs. Black & Veatch Corporation	Owner claims deficiencies in BV's performance on wastewater system model.	1st Judicial Court, Parish of Caddo	639858	Louisiana	Pending

TAB M

INSURANCE

TAB M

Insurance

Black & Veatch certifies that we maintain the requested amounts of insurance limits outlined in the RFQ and hereby agree to provide the Village certificates of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect during the project. An example proof of insurance certificate is included on the following section for Black & Veatch, and for our subcontractors.

Black & Veatch

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2023 — 2/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: 1482177 BLACK & VEATCH CORPORATION 11401 LAMAR OVERLAND PARK KS 66211	INSURER A: Zurich American Insurance Company — NAIC # 16535 INSURER B: Lloyds of London INSURER C: National Fire and Marine Insurance Co — 20079 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19346006 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GLO 4641358	11/1/2022	11/1/2023	EACH OCCURRENCE	$ 2,000,000
A	CLAIMS-MADE X OCCUR			GLO 1365630	11/1/2022	11/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BAP 4641355 (AOS)	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	X OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC 4641353 (AOS)	11/1/2022	11/1/2023	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		WC 4641354 (ID, MA, WI)	11/1/2022	11/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 1365632	11/1/2022	11/1/2023	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	GLOPR2202346	11/1/2022	11/1/2023	$10,000,000 PER CLAIM	
C				42-EPP-324748-01	11/1/2022	11/1/2023	$10,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT NUMBER: 905233.0003; PROJECT MANAGER: BURBANO, ARTURO; GENERAL LIABILITY AND AUTO LIABILITY ARE PRIMARY AND NON-CONTRIBUTORY. NORTH BAY VILLAGE IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL AND AUTO POLICIES. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED ON THE GENERAL, AUTO, AND WORKER'S COMPENSATION POLICIES. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

19346006
NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, SUITE 300
NORTH BAY VILLAGE FL 33141

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Joseph M Agnello

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Black & Veatch

Attachment Code: D560357 Master ID: 1482177, Certificate ID: 19346006

POLICY NUMBER: GLO 4641358, GLO 1365630

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Black & Veatch

Attachment Code: D560357 Master ID: 1482177, Certificate ID: 19346006

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Black & Veatch

Attachment Code: D560353 Master ID: 1482177, Certificate ID: 19346006

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO 4641358	11/1/2022	11/1/2023	11/1/2022			
GLO 1365630	11/1/2022	11/1/2023	11/1/2022			

Named Insured: BLACK & VEATCH CORPORATION

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Black & Veatch

POLICY NUMBER: BAP 4641355 (AOS)

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement indentifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:11/1/2022
Named Insured: BLACK & VEATCH CORPORATION

SCHEDULE

Name of Person(s) or Organization(s): AS REQUIRED PER WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Black & Veatch

Attachment Code: D493897 Master ID: 1482177, Certificate ID: 19346006

Waiver of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff.Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4641355 (AOS)	11/1/2022	11/1/2023	11/1/2022			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: BLACK & VEATCH CORPORATION

Address (including ZIP code): 11401 LAMAR OVERLAND PARK KS 66211

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of the Person or Organization:
AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we amy have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Black & Veatch

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED PER WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Policy No. WC 4641353 (AOS), WC 4641354 (ID, MA, WI), WC 1365632
Insured: BLACK & VEATCH CORPORATION
Effective Date: 11/1/2022

Moffatt & Nichol

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Karin Thorp PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com
INSURED Moffatt & Nichol 4225 E. Conant Long Beach CA 90808 MOFFANICH	INSURER A : Continental Insurance Company — 35289 INSURER B : National Union Fire Insurance Co PA — 19445 INSURER C : Transportation Insurance Company — 20494 INSURER D : American Guarantee and Liability Insurance Co — 26247 INSURER E : Continental Casualty Company — 20443 INSURER F : XL Specialty Insurance Company — 37885

COVERAGES **CERTIFICATE NUMBER:** 1969525849 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY	Y	Y	6056712992	11/22/2022	11/22/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
	X Ded /SIR $0						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Project / Loc Agg	$ 15M
C	AUTOMOBILE LIABILITY	Y	Y	6056712989	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp / Coll Ded	$ 1,000
A D	X UMBRELLA LIAB X OCCUR			6079627982	11/22/2022	11/22/2023	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE			AEC576168009	11/22/2022	11/22/2023	AGGREGATE	$ 10,000,000
	DED RETENTION $						Deductible / SIR	$ 10,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC19397907	11/22/2022	11/22/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A			WC19397906	11/22/2022	11/22/2023	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F	Professional Liability Claims Made			DPR5003484	11/22/2022	11/22/2023	per claim annl aggr.	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worker's Compensation extends to include Jones Act and USL&H
Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability
Pollution Legal Liability is included on the Professional Liability Coverage
**Excess Liability Limit: $15,000,000. Deductible: $0.

CERTIFICATE HOLDER

Proof of Coverage

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karin Thorp

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Moffatt & Nichol

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2022 forms a part of Policy No. WC 19-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US.
THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:
1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

Policy #6056712989

SCA 23 500D
(Ed. 10/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

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Moffatt & Nichol

CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MOFFATT & NICHOL

Endorsement Effective Date: 11/22/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13 Policy No: BUA 6056712989
Endorsement Effective Date: Endorsement Expiration Date: Policy Effective Date: 11/22/2022
Endorsement No: Page: 1 of 1
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

Moffatt & Nichol

CNA	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

20020092605671296925392

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Moffatt & Nichol

CNA	CNA PARAMOUNT Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2
CONTINENTAL CASUALTY COMPANY
Insured Name: MOFFATT & NICHOL

Policy No: 6056712992
Endorsement No:
Effective Date: 11/22/2022

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Moffatt & Nichol

CNA

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012) Policy No: BUA 6056712989
Endorsement Effective Date: Endorsement Expiration Date: Policy Effective Date: 11/22/2022
Endorsement No: Page: 1 of 1
Underwriting Company: Transportation Insurance Company, 151 N Franklin St, Chicago, IL 60606

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Moffatt & Nichol

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 11/22/2022 forms a part of Policy No. WC19397907

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Countersigned by _

Authorized Representative

CNA

Business Auto Policy
Policy Endorsement

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Moffatt & Nichol

Endorsement Effective Date: 11/22/2022

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Policy No: 6056712989
Policy Effective Date: 11/22/2022

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

Policy #6056712989

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Moffatt & Nichol



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

CNA68021XX (2-13)
Page 1

Policy #6056712992

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Brizaga

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: DB Special Unit	
Setnor Byer Insurance & Risk 900 S. Pine Island Road #300 Plantation FL 33324	PHONE (A/C, No, Ext): (954)382-4350	FAX (A/C, No): (954)382-2810
	E-MAIL ADDRESS: certificates@setnorbyer.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Twin City Fire Ins Co	29459
INSURED Brizaga, Inc. 2101 Commercial Blvd., Suite 460 Fort Lauderdale FL 33308	INSURER B: Hartford Casualty Ins Co	29424
	INSURER C: Hiscox Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Master only.
Not valid without Certificate Holder information.

COVERAGES CERTIFICATE NUMBER: 2022-1239 MasterAI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			21SBAVL5059	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			21SBAVL5059	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			21WECAE9PW6	01/20/2023	01/20/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY			ANE2082482.23	01/12/2023	01/12/2024	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Additional Insured per form SS00080405, when required by written contract; Primary Non-Contributory per form SS00080405, when required by written contract; Waiver of Subrogation per form SS00080405, when required by written contract. Workers Compensation: Waiver of Subrogation per form WC0000313, when required by written contract. Per Florida Statute 45 day Notice of Cancellation except in the event of nonpayment of premium, then 10 day notice. All of the above are subject to policy terms, limitations, exclusions and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tracy Brahm/TLK

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ACORD 25 (2014/01)
INS025 (201401)

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Brizaga

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	DBRES	DBRES		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	DBDEF	DBDEF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
50,000			1,000		

Ref #	Description	Coverage Code	Form No.	Edition Date
	FLFIG	FLFIG		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Hired Auto	HRDEB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
2,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	XCYBR	XCYBR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Increased employer's liability	INEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$3.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Additional Prem to Equal Inc Limits	AILMP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$117.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Waiver of Subrogation	WVSUB		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$250.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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Not valid without Certificate
Holder information.

ECT

THEENGI-01 JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	PHONE (A/C, No, Ext): (305) 670-6111	FAX (A/C, No): (305) 670-9699
	E-MAIL ADDRESS: email@insource-inc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Argonaut Insurance Company	19801
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Engineering Company, LLC
Turnberry Plaza
2875 NE 191 Street, Suite 602
Aventura, FL 33180

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			21SBMAL6W66	5/11/2022	5/11/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 2,000,000
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [X] RETENTION $ 10,000						Aggregate	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			121AE020040401	6/8/2022	6/8/2023	per claim/aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is a claim made policy form with a retroactive date of 6/8/2021. A $5000 deductible applies per claim.

CERTIFICATE HOLDER

Black & Veatch Corporation
2121 Ponce De Leon Blvd.
Suite 305
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jamie B Hogan

ACORD 25 (2016/03)

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The Engineering Co.

THEENGI-01 JHOGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure, LLC d/b/a InSource 9500 South Dadeland Boulevard 4th Floor Miami, FL 33156-2867	PHONE (A/C, No, Ext): (305) 670-6111	FAX (A/C, No): (305) 670-9699
	E-MAIL ADDRESS: email@insource-inc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	30104
INSURER B : Argonaut Insurance Company	19801
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Engineering Company, LLC
Turnberry Plaza
2875 NE 191 Street, Suite 602
Aventura, FL 33180

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO			21SBMAL6W66	5/11/2022	5/11/2023	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ 2,000,000
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			21SBMAL6W66	5/11/2022	5/11/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [X] RETENTION $ 10,000						Aggregate	$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liabili			121AE020040401	6/8/2022	6/8/2023	per claim/aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability is a claim made policy form with a retroactive date of 6/8/2021. A $5000 deductible applies per claim.

CERTIFICATE HOLDER

Black & Veatch Corporation
2121 Ponce De Leon Blvd.
Suite 305
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeanette B Hogan

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Goal Associates

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rick Hansen
Hansen Insurance, LLC 4590 N. Meridian Avenue Miami Beach, FL 33140 License #:A307619	PHONE (A/C, No, Ext): (305) 674-9998 FAX (A/C, No): (305) 674-9998 E-MAIL ADDRESS: rick@hanseninsurancefl.com
INSURED	INSURER(S) AFFORDING COVERAGE — NAIC #
GOAL Associates, Inc. 14750 NW 77th Court, Suite 320 Miami Lakes, FL 33016 786-600-3350 xt. 101	INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Liberty Insurance Underwriters — 19917 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			660-9E755857	8/21/2022	8/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 1000000 $ 10000 $ 1000000 $ 2000000 $ 2000000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			660-9E755857	8/21/2022	8/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			AEX102035-0007	7/1/2022	7/1/2023	each claim annl. aggr.	2000000 2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability insurance is written on a claims-made and reported basis.

CERTIFICATE HOLDER	CANCELLATION
For Proposal Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Rick Hansen

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TAB N

FORMS

TAB N

Forms

The following forms that are not otherwise included in a separate tab have been included in this section.

- Form 1: Response Checklist
- Form 2: Company Qualifications Questionnaire - *Please refer to Tab E. Firm's Qualifications*
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - Form 3A: Certificate of Authority (for Corporations or Partnerships)
    - Black & Veatch Certificate of Officer
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit (contains the following affidavits :)
  - Americans with Disabilities Act Compliance
  - Public Entity Crimes Act
  - No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
  - Business Entity
  - Non-Collusion/Anti-Collusion
  - Scrutinized Companies
  - Acknowledgment, Warranty, and Acceptance
  - Ownership Disclosure
    - Black & Veatch Officers list
  - Truth in Negotiation Certificate
  - Prohibition on Contingent Fees
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
- Form 7: Dispute Disclosure - *Please refer to Tab L. Litigation Statement*
- Form 8: Key Staff and Proposed Subcontractors - *Please refer to Tab F. Project Team/Personnel Qualifications*
- Form 9: References - *Please refer to Tab E. Firm's Qualifications*
- Form 10: E-Verify Affidavit
    - Black & Veatch proof of enrollment in E-Verify
- Form 11: IRS Form W-9
    - Black & Veatch W-9

FORM 1: RESPONSE CHECKLIST

Purchasing Department *RFQ # 2023-001*

FORM 1
RESPONSE CHECKLIST

__X__ **Form 1:** **Response Checklist**

__X__ **Form 2:** **Company Qualifications Questionnaire**

__X__ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**

__X__ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**

__N/A__ **Form 3B:** **Certificate of Authority (for Individuals)**

__X__ **Form 4:** **Acknowledgment of Addenda**

__X__ **Form 5:** **Single Execution Affidavit**

__X__ **Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))**

__X__ **Form 7:** **Dispute Disclosure**

__X__ **Form 8:** **Key Staff and Proposed Subcontractors**

__X__ **Form 9:** **Reference Letters**

__X__ **Form 10:** **E-Verify Affidavit**

__X__ **Form 11:** **IRS Form W-9**

Firm: Black & Veatch Corporation **Date:** March 7, 2023

Authorized Signature: _____

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 2: COMPANY QUALIFICATIONS QUESTIONNAIRE

Please refer to Tab E. Firm Qualifications, for the required Form 2: Company Qualifications Questionnaire and attachments which do not to exceed five (5) pages.

FORM 3A: CERTIFICATE OF AUTHORITY (FOR CORPORATIONS OR PARTNERSHIPS)

Purchasing Department *RFQ # 2023-001*

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____

_____ a business existing under the laws of the State of _____, (the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as ____ _____ of the Entity, be and is hereby authorized to execute this Response dated _____, 20____, on behalf of the Entity and submit this Response to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____ President: _____
Print Name: _____ Print Name: _____

(Seal)

Black & Veatch Corporation has attached a Certificate of Officer certifying that Rafael E. Frias III, PE, as Vice President of Black & Veatch Corporation, has been authorized by the Board of Directors to execute this proposal. Please refer to the attached Certificate of Officer, which includes the resolution providing such execution authority.

FORM 3A: CERTIFICATE OF AUTHORITY (FOR CORPORATIONS OR PARTNERSHIPS)

BLACK & VEATCH

CERTIFICATE OF OFFICER

I, Andrea C. Bernica, the Assistant Secretary of BLACK & VEATCH CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware, United States of America, certify that the following is a true excerpt of the by-laws of the Corporation and that said by-laws have not been rescinded or modified, and is still in full force and effect.

> RESOLVED, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance, power of attorney, or other instrument in writing and any assignment or endorsements thereof, or guarantee of any other entity's performance under any such executed document, entered into between this corporation and any other person or company shall be valid and binding on this corporation, when signed by either the Chairman of the Board, the President or any Vice President, and, if attestation is required, by either the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or any Assistant Treasurer of this corporation. Any such instruments may be signed by any other person or persons in such manner as from time to time shall be determined by the Board.

I further certify that the individual named below is an officer of the company holding the titles indicated and have signature authority to sign, seal, deliver, negotiate, accept and enter into agreements, contracts and other instruments or documents by and on behalf of the Company.

Rafael E. Frias, Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and attached the corporate seal of BLACK & VEATCH CORPORATION this 14th day of February 2023.

BLACK & VEATCH CORPORATION CORPORATE SEAL DELAWARE

Andrea C. Bernica

Andrea C. Bernica
Assistant Secretary

Building a World of Difference.®

FORM 4: ACKNOWLEDGMENT OF ADDENDA

Purchasing Department *RFQ # 2023-001*

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

___X___ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Black & Veatch Corporation
NAME OF PROPOSING OR BIDDING ENTITY

By: Rafael E. Frias, III, PE - Vice President
INDIVIDUAL'S NAME AND TITLE

43-1833073
FEIN OF PROPOSING OR BIDDING ENTITY

Date: March 7, 2023

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.

Respondent 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,

FORM 5: SINGLE EXECUTION AFFIDAVITS

means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, 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 Consultant list (attach a copy of the final order).

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

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.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent 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, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (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 Respondent or Consultant, 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 Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent 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 Respondent 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 Responses for goods or services to Village.

Respondent Initials

Form 5
34 of 72

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/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 Respondent/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 Respondent/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 Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent 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 RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, 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 RFQ is for more than one million dollars, the Respondent 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 RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, 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 Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. 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.

FORM 5: SINGLE EXECUTION AFFIDAVITS

Please also see attached the Black & Veatch officers list.

Purchasing Department *RFQ # 2023-001*

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, 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 of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Please see attached the Black & Veatch officers list.		

Form 5
36 of 72

FORM 5: SINGLE EXECUTION AFFIDAVITS

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Responses and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she 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 Request for Responses and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page.

FORM 5: SINGLE EXECUTION AFFIDAVITS

Purchasing Department *RFQ # 2023-001*

In the presence of:

Witness #1 Print Name: Tammy Martin

Witness #2 Print Name: Irene Testa

Signed, sealed and delivered by:

Print Name: Rafael E. Frias, III, PE

Title: Vice President

Firm: Black & Veatch Corporation

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 6 day of March, 20 23, by Rafael E. Frias III (name of person) as vice president (type of authority) for Black Veatch Corp. (name of party on behalf of whom instrument is executed).

ALEXIS MUNGAL
Notary Public-State of Florida
Commission # HH 351519
My Commission Expires
January 19, 2027

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

BLACK & VEATCH OFFICERS LIST

Black & Veatch Corporation

DIRECTORS:

First Name	Middle Name	Last Name
Timothy	Wayne	Triplett

OFFICERS:

Last Name	First Name	Middle Name	Executive Status
Aillet	Joe	R.	Associate Vice President
Andry	Ted	R.	Vice President
Araoz	Carlos	E.	Vice President
Archer	Alan	R	Associate Vice President
Assaf	Ali		Vice President
Azar	**Mario**		**CEO**
Azer	Rick	E	Associate Vice President
Bache	Stephanie	Lolitia	Vice President
Baker	Brett	A.	Associate Vice President
Barbier	Shelby	B	Senior Vice President
Barth	Peter	M	Associate Vice President
Bartlett	Tim		Vice President
Beattie	Brendon	W	Associate Vice President
Bernica	Andrea	Colette	Senior Vice President & Assistant Secretary
Beste	Marie-Renee		Associate Vice President
Bishop	Irvin		Executive Vice President
Blair	Georgeann	M.	Associate Vice President
Blanton	Megan		Associate Vice President
Boersma	Paul	M.	Associate Vice President
Borchers	Michael		Associate Vice President
Borst	Robert	S	Associate Vice President
Breckenridge	William	R.	Vice President
Brill	David	J.	Vice President
Brown	Curtis	G.	Vice President
Brown	Chad	Evin	Associate Vice President
Burger	Brent	B.	Senior Vice President
Burklund	Jennifer	M	Vice President
Burns	Nicholas	L.	Associate Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Cadena	Ignacio		Associate Vice President
Cambridge	Derek	L.	Vice President
Carlson	David	J.	Vice President
Casey	Shawn	P	Associate Vice President
Chai	Christina Cheryl		Vice President
Chaudhary	Narsingh Parsuram		Executive Vice President
Cheong	**Hoe Wai**		**President – Asia Pacific**
Cherian	Shibu		Vice President
Cherry	Scean		Associate Vice President
Chokalingam	Somasundaram		Associate Vice President
Clark	James	H.	Senior Vice President
Clark	Larry	S.	Senior Vice President
Claudel	Dale	W.	Executive Vice President
Clearwaters	Brian	C.	Associate Vice President
Clegg	**Barry**	**D.**	**President – B&V Operations**
Clifford	Michael	J	Associate Vice President
Cogan	Sara	A.	Vice President
Coggins	Jeffrey	Dale	Vice President
Cohlmia	Peter	J	Vice President
Coleman	Tiffany	A.	Associate Vice President
Coletta	Vincent		Associate Vice President
Colgrove	Kelsey	W	Associate Vice President
Conradt	Joseph	P.	Associate Vice President
Cosgrove	Eric	P.	Vice President
Currence	Kevin	L.	Associate Vice President
Currie	James	DM	Associate Vice President
Davis	Spencer	L.	Associate Vice President
Davis	Kevin	N.	Vice President
Day	David	A	Associate Vice President
DeBarbadillo	Christine		Associate Vice President
Deekan	Matthew		Associate Vice President
DeGeeter	Scott Joseph		Vice President
Demel	Kimberly	K	Associate Vice President
Demeritt	Stephen		Associate Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Dicks	Scott	J.	Senior Vice President
Dierks	Christopher	D	Vice President
Dittus	Mark	H	Associate Vice President
Divito	Jennifer	M	Vice President
Dominguez Argueta	Rene	A.	Associate Vice President
Doull	James	D.	Executive Vice President
Draper	Derrick	D	Associate Vice President
Driver	Christi	L	Vice President
Dunn	Kevin	R	Vice President
Du	Jun		Associate Vice President
Dudley	William	T.	Vice President
Duff	Bruce	Gordon	Vice President
Easley	Stacia	L	Associate Vice President
Edsall	Todd	L.	Vice President
Elbert	Ryan	J.	Senior Vice President
Elenbaas	Michael	K	Associate Vice President
Ellermeier	Fred	J.	Vice President
Ensell	Joshua		Vice President
Erdal	Zeynep	Kisoglu	Associate Vice President
Evans	Aaron		Associate Vice President
Falcon	Oscar	Eduardo	Senior Vice President
Fawcett	Stephen	T.	Vice President
Feickert	Jon	R.	Associate Vice President
Felski	John	W.	Senior Vice President
Frias	Rafael	E.	Vice President
Friesz	James	Dustin	Associate Vice President
Gake	Mark	A.	Associate Vice President
Galdo	Stephen	M.	Associate Vice President
Gaston	Eric	K.	Vice President
George	Hyleme		Vice President
Gerhart	Brett	A.	Associate Vice President
Gibbs	Stephen	M.	Senior Vice President
Gilson	Allan	G.	Associate Vice President
Ginn	Donnie	H.	Senior Vice President
Glasgow	James	J	Associate Vice President
Goff	Michael	K.	Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Goff	Michael	J	Associate Vice President
Goldwasser	Sean	M.	Vice President
Goswami	Rochman		Vice President
Green	Bently	C	Associate Vice President
Greer	John	B.	Vice President
Griffin	Donnie	R.	Vice President
Guthrie	Jarrod		Vice President
Haas	Keith	A	Associate Vice President
Hallowell	**Dave**	**S.**	**President – C&C**
Hansen	Andrew	J	Associate Vice President
Hardin	Bradley	Spencer	Senior Vice President
Harji	Hiralal Ramji		Associate Vice President
Harper	Michael	M.	Vice President
Harris	David	Keith	Vice President
Hattle	Gary	R.	Vice President
Hays	Brady	F.	Senior Vice President
Healey	James		Vice President
Henson	Jeffrey	W.	Associate Vice President
Hinkle	Kevin	Thomas	Associate Vice President
Hirner	Cary	R	Associate Vice President
Hoffman Jr	William	L.	Associate Vice President
Hoffman	Angela	Lungren	Senior Vice President
Hoog	Reggie	L.	Vice President
Horne	Richard	D	Associate Vice President
Huang	Xiaoyong		Vice President
Hueste	Christopher	C	Associate Vice President
Huggins	Roosevelt	R.	Vice President
Hughes	Sarah	B	Associate Vice President
Hull	Jesse	J.	Senior Vice President
Hulsey	Robert	A.	Associate Vice President
Inman	Julie	A	Associate Vice President
Jackson	Lisa	A.	Vice President
Jacober	Richard	I.	Executive Vice President
Janik	Richard	J.	Vice President
Johnson	John	H.	Senior Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Johnson	Joshua	S.	Associate Vice President
Johnson	Joy	Delaine	Senior Vice President
Joyce	George		Associate Vice President
Kasarabada	Ajay	N	Associate Vice President
Kinner	Scott	D.	Vice President
Klausner	Christopher	J.	Associate Vice President
Kneitz	Paul	R.	Associate Vice President
Koch	David	S.	Associate Vice President
Koenigsdorf	Matt	J.	Associate Vice President
Krage	Ronald	G.	Associate Vice President
Kringen	Kent	R.	Associate Vice President
Krysztofik	Mathew		Associate Vice President
Kuhlmann	Kristi	L	Associate Vice President
Kurtz	Jeffrey	E.	Vice President
Lackey	Kent	Allen	Senior Vice President
Lal	Kavita	D	Associate Vice President
Lasher	Joshua		Associate Vice President
LeBlanc	Daniel	K	Associate Vice President
Lewis	Arron	L.	Vice President
Li	Tengjie		Vice President
Lichty	Craig		Vice President
Lindsay	Paul	J.	Associate Vice President
Lovan	Kimberly	M	Associate Vice President
Ludwig	Kevin	P.	Vice President
Mahendran	Joseph	A.	Associate Vice President
Mandelbaum	Bryan	R	Associate Vice President
Marshall	John	W.	Vice President
Mather	Lee	R.	Vice President
McCarthy	David	A	Associate Vice President
McCormack	Francis	Declan	Vice President
McHugh	Patrick	T.	Vice President
McManus Corcoran	**Patricia**		**President - Human Resources**
Meegan	Jennifer	L.	Senior Vice President
Mehlin	Jeff		Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Menon	Rajiv	Vasudevan	Vice President
Merjaneh	Youssef		Senior Vice President
Meyer	Danny	W.	Senior Vice President
Mickells	Adrienne	L.	Vice President
Miller	Paul	M.	Vice President
Miller	David	D.	Vice President
Mitchell	Charles	B.	Vice President
Moghe	Hrishikesh	P.	Associate Vice President
Mueller	Christopher	G.	Vice President
Murphy	Christopher	James	Associate Vice President
Nagarah	Christopher		Associate Vice President
Neemann	Jeff	J.	Vice President
Nichols	John	H	Associate Vice President
O'Bryan	Lisa	M	Associate Vice President
Olivarez	Darin		Associate Vice President
O'Neill	Patrick	A.	Vice President
Oksuz	Faruk		Vice President
Oppeau	Todd	S	Associate Vice President
Orth	**Michael**	**G.**	**President – Government & Environment**
Osborne	James	Michael	Associate Vice President
Parish	David	J.	Vice President
Pattani	Anand	P	Vice President
Patterson	Andrea	M	Associate Vice President
Pelissero	Patrick	J	Associate Vice President
Perkins	Richard	L	Associate Vice President
Petz	Carl	F.	Vice President
Pirrello	Colleen	R	Associate Vice President
Pletka	Ryan	J.	Vice President
Podrebarac	Marijan		Associate Vice President
Poduval	Deepa		Senior Vice President
Poetter	Frederick	M.	Vice President
Quinn	Danny	J	Associate Vice President
Rapavi	David	M	Associate Vice President
Reigner	Walter	R	Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Reuss	Brent	M.	Senior Vice President
Robinson	Clinton	O.	Associate Vice President
Robinson	Brian		Associate Vice President
Roesle	Scott	E.	Associate Vice President
Rowell	Jason	M.	Vice President
Salokhe	Abhijit	Shrikant	Associate Vice President
Schieber	Leon	A.	Associate Vice President
Schlaman	James	C.	Associate Vice President
Schultz	Katherine	E.	Vice President
Scott	Christopher	William	Vice President
Scrivens	Michael		Vice President
Scupham	Samuel		Associate Vice President
Sengupta	Siddhartha		Associate Vice President
Serafin	Michael	J.	Associate Vice President
Shafer	Jennifer	E	Vice President
Shaw	Andrew	R.	Associate Vice President
Shaw	Stuart	K.	Senior Vice President
Siegrist	A.	Dean	Associate Vice President
Sigman	Jay	R.	Associate Vice President
Simmons	David	M	Associate Vice President
Sivaketharam	Viswanathan		Associate Vice President
Small	Keith	D.	Associate Vice President
Smith	Ronald	W	Associate Vice President
Smith	Jeffrey		Vice President
Spenceley	James	A.	Senior Vice President
Stamm	Jeffrey	J.	Senior Vice President
Stanek	Julie	M	Associate Vice President
Steichen	Mark	T.	Associate Vice President
Stith	Paul		Associate Vice President
Strawn	David	L.	Vice President
Strayer	James		Vice President
Stromwall	Joe		Associate Vice President
Talib	Javid	H.	Vice President
Temple	Karen	M	Associate Vice President
Terrell	Sean		Vice President
Thakur	Brahmendra		Associate Vice President
Thomas	Matthew	Lee	Associate Vice President

BLACK & VEATCH OFFICERS LIST CONTINUED

Last Name	First Name	Middle Name	Executive Status
Thompson	Drew	S	Associate Vice President
Timberlake	Erin	E	Associate Vice President
Traister	Robert	Lee	Vice President
Triplett	**Timothy**	**Wayne**	**Secretary**
Uhlmansiek	Steve		Vice President
Usher	Michelle	R.	Associate Vice President
Van Der Merwe	Schalk		Associate Vice President
Veerapaneni	Srinivas		Associate Vice President
Von Lazar	**Laszlo**		**President – Energy & Process**
Wahl	Thomas	G.	Associate Vice President
Wang	Suqing		Vice President
Weber	Cathy	A.	Senior Vice President
Wells	William	J.	Vice President
Welp	James	E.	Senior Vice President
Werner	Katie	M	Vice President
Widmer	Jerry	J	Associate Vice President
Wielage	Scott	D.	Associate Vice President
Wilhite	Robert	Theadore	Senior Vice President
Wilkinson	Christopher	M.	Associate Vice President
Williams	**Michael**		**Senior Vice President & Treasurer - CFI**
Williams	William	D	Associate Vice President
Williams	Steven	D.	Vice President
Winterman	Richard	J	Associate Vice President
Young	Nathan	Allen	Vice President
Yu	Yi		Associate Vice President
Zeka	Cherie	D.	Associate Vice President
Zhou	Minjian		Vice President
Zhu	Edward	D.	Associate Vice President
Zoller	Jason	A.	Vice President

FORM 6: CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

Purchasing Department *RFQ # 2023-001*

FORM 6

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
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 Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE **Title:** Vice President

FORM 7: DISPUTE DISCLOSURE

Please refer to Tab L. Litigation Statement, for the required Form 7: Dispute Disclosure.

FORM 8: KEY STAFF AND PROPOSED SUBCONTRACTORS

Please refer to Tab F. Project Team/Personnel Qualifications, for the required Form 8: Key Staff and Proposed Subcontractors and attachments.

FORM 9: REFERENCES

Please refer to Tab E. Firm Qualifications, for Form 9: References.

FORM 10: E-VERIFY AFFIDAVIT

Purchasing Department *RFQ # 2023-001*

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, North Bay 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 respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm'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 submitting a response to this RFQ and signing below, the respondent Firm 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 submitted as part of the response.**

In the presence of:

Witness #1 Print Name: Tammy Martin

Witness #2 Print Name: Isene Testa

Signed, sealed and delivered by:

Print Name: Rafael E. Frias, III, PE
Title: Vice President
Firm: Black & Veatch Corporation

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 6 day of March, 2023, by Rafael E. Frias III (name of person) as vice president (type of authority) for Black & Veatch Corp. (name of party on behalf of whom instrument is executed).

ALEXIS MUNGAL
Notary Public-State of Florida
Commission # HH 351519
My Commission Expires
January 19, 2027

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

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Black & Veatch Corporation (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT



Company ID Number: 11557 **Client Company ID Number:** 771013

representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

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7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.

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Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a

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similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need

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E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about

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its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees

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assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

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Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

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a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

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ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative

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nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

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2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT



Company ID Number: 11557 **Client Company ID Number:** 771013

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Black & Veatch Corporation (Employer) hereby designates and appoints HireRight, Inc. (v25) (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Black & Veatch Corporation	
Name (Please Type or Print) Christopher Gould	Title
Signature 	Date 04/04/2014
E-Verify Employer Agent HireRight, Inc. (v25)	
Name (Please Type or Print) Orvella Cartwright	Title
Signature Electronically Signed	Date 04/04/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/07/2014

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Black & Veatch Corporation
Company Facility Address	11401 Lamar Overland Park, KS 66211
Company Alternate Address	
County or Parish	JOHNSON
Employer Identification Number	431833073
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	2

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GEORGIA	1 site(s)
KANSAS	1 site(s)

BLACK & VEATCH PROOF OF E-VERIFY AFFIDAVIT

Company ID Number: 11557 **Client Company ID Number:** 771013

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Nathan Van De Voorde
Phone Number	(913) 458 - 6638
Fax Number	
Email Address	VanDeVoordeN@bv.com

FORM 11: IRS FORM W-9

Purchasing Department *RFQ # 2023-001*

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:
https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:
https://www.irs.gov/pub/irs-pdf/fw9.pdf

☒ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: Black & Veatch Corporation

Authorized Signature: _____ **Date:** March 7, 2023

Print or Type Name: Rafael E. Frias, III, PE - Vice President

BLACK & VEATCH W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BLACK & VEATCH SERVICE CORPORATION

2 Business name/disregarded entity name, if different from above

Print or type. See **Specific Instructions** on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

11401 LAMAR AVE.

Requester's name and address (optional)

6 City, state, and ZIP code

OVERLAND PARK, KS 66211

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	3	–	1	5	6	7	6	7	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► E R B Date ► January 1, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

TAB O

REFERENCES

TAB O

References

The Black & Veatch team will bring a fresh perspective to the Village resulting in innovative, value-added solutions driven by our water and energy expertise.

With an 85% repeat client rate, Black & Veatch is proud to be an industry leader in client service. We have become a trusted advisor to many of Florida's utilities, including numerous clients in the South Florida region. A key to the success of our work with each of these utilities is our focus on providing comprehensive and innovative long-term solutions for their wastewater system challenges that supports their ability to provide a high level of service at a reasonable price to their customers.

As requested in the RFQ, in addition to the information required on Form 9: References located in Tab E. Firm Qualifications, we provided the following three (3) municipal or government reference letters for our team.

February 17, 2023

Samuel Zamacona E.I.
Deputy Director & CIP Director
NMB Water
City of North Miami Beach
17050 NE 19th Avenue
North Miami Beach, FL 33162
(305) 948-2932, ext. 2576
samuel.zamacona@citynmb.com

Subject: Reference letter for Black & Veatch Corporation

To Whom it May Concern:

In 2020, Black & Veatch Corporation (Black & Veatch) was selected to assist North Miami Beach (NMB) Water develop its internal Capital Improvement Program (CIP) Program Management with a capacity valued at $106M. By augmenting NMB Water's utility staff, Black & Veatch's deep bench of highly qualified Program Managers, Project Managers, Construction Managers, and other Technical Experts ensured the successful delivery of NMB Water's ambitious CIP. By leveraging Black & Veatch's resources, experience, and systems to better support NMB Water, the Black & Veatch team is seamlessly integrating with City staff to ultimately drive water supply and treatment optimization, water quality benefits, achieve life cycle cost savings and enhanced operational flexibility.

I have had the pleasure of working closely with members of the Black & Veatch team for the past 3 years. Black & Veatch has performed an array of services for the City, including planning, managing, and inspecting the replacement of aging transmission and distribution mains, improvements to wastewater collections systems, septic-to-sewer conversion projects, and upgrades to pump stations. Nearly half of the total investment has been financed by Federal loans and State grants, managed by Black & Veatch, which provide substantial financial benefits and flexibility to the City.

Black & Veatch's team of professionals understand the challenges we face and have been highly dependable and responsive to our needs. I highly recommend Black & Veatch and look forward to continuing our relationship and working with their team.

Sincerely,

Samuel Zamacona E.I.
NMB Water Deputy Director & CIP Director

TAMPA BAY WATER
Supplying Water To The Region

Board of Directors
Ron Oakley
Harry Cohen
Dave Eggers
Lisset Hanewicz
Rob Marlowe
Charlie Miranda
Kathleen Peters
Seth Weightman
Joshua Wostal

General Manager
Charles H. Carden

General Counsel
Barrie S. Buenaventura
Conn & Buenaventura, P.A.

March 2, 2023

Subject: North Bay Village Selection Committee - Reference letter for Black & Veatch Corporation

To Whom It May Concern:

For over 20 years, Black & Veatch has supported Tampa Bay Water with a variety of planning, engineering, construction, and program management support for our large capital improvements program (CIP). Most recently, in 2021, Tampa Bay Water selected Black & Veatch as the Integrated Program Manager for our 10-year CIP, which includes over $1.3 billion of capital improvement projects related to potable water supply, treatment and distribution. In this role, Black & Veatch is involved in extensive water supply planning and implementation support to meet the growing water demands of the customers in Hillsborough, Pasco, and Pinellas Counties, and the Cities of New Port Richey, St. Petersburg, and Tampa.

Black & Veatch professionals are being leveraged to augment Tampa Bay Water's existing staff to facilitate the development and execution of our CIP from conceptual planning of projects through the design and construction phases.

One of the key activities that Black & Veatch is supporting is the update and prioritization of our CIP projects. Working in tandem with several Tampa Bay Water staff and departments, Black & Veatch has supported development and implementation of tools and templates to refine project scopes, schedules and budgets, including consideration for project delivery methods. The updated projects were scored and ranked, resulting in an updated, prioritized CIP plan.

The Black & Veatch team has done an exemplary job with the planning and program management support for Tampa Bay Water and has proven to be a valuable member of our team. I highly recommend Black & Veatch for providing professional services for similar projects and programs.

Sincerely,

Maribel Medina

Maribel Medina, P.E., PMP
Planning & Projects Director

VILLAGE OF KEY BISCAYNE

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

Village Manager
Steven C. Williamson

March 7, 2023

Subject: Reference letter for Black & Veatch Corporation

To whom it may concern:

In 2022, Black & Veatch Corporation (Black & Veatch) was selected to assist the Village of Key Biscayne (Village) to become a stronger, more resilient, and sustainable community. Focused on the 2060 outlook of environmental and infrastructure related vulnerabilities, the Black & Veatch team was selected by the Village to develop and execute a resilient infrastructure program strategy and an integrated implementation plan to guide infrastructure upgrades across the entire Village to address future risks.

In the subsequent phase, Black & Veatch will manage program implementation of a total estimated cost of approximately $300M of high-value cross-sector infrastructure upgrades to support the Village's efforts to mitigate predicted environmental changes. The contract has a maximum seven-year term (2022 to 2029). Maximum contract value is not established in the Master Agreement. Labor rates are eligible for annual adjustment based on various conditions.

The vision for this program is to realize a resilient and sustainable community with a high quality of life supported by an infrastructure that provides economic, social, and environmental benefits with a positive return on investment. This vision is supported by three strategic goals:

- Goal 1: Comprehensive Assessment for Vulnerability to Climate Change and Infrastructure Risk Management
- Goal 2: Advocate for USACE Funding and Inclusion in their 50-Year Shore Protection Program
- Goal 3: Develop and Manage Multi-Sector Objectives for Seamless Program Management & Execution of Projects That Improve the Quality of Life for Residents and Return on Investment

I have had the pleasure of working closely with members of the Black & Veatch team since mid-2022 on the successful development and completion of the Resilient Infrastructure Program Strategy (Phase 1), and we are moving now into the Integration & Implementation Plan (Phase 2).

Black & Veatch's team of professionals understands the challenges we face and have been highly dependable and responsive to our needs. I highly recommend Black & Veatch and look forward to continuing our mutually beneficial relationship working with their team.

Should you have any questions, please contact me by phone at (305) 365-7568 or by email at jozyman@keybiscayne.fl.gov.

Sincerely,

Jake Ozyman, MSCM, PE, PMP, ENV SP, CFM
Village of Key Biscayne

88 West McIntyre Street • Key Biscayne, Florida 33149 • (305) 365-5511 • www.keybiscayne.fl.gov
MISSION STATEMENT: "TO PROVIDE A SAFE, QUALITY COMMUNITY ENVIRONMENT FOR ALL ISLANDERS THROUGH RESPONSIBLE GOVERNMENT."


BLACK & VEATCH

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Delroy Peters, Engineer / CIP Manager

SPONSORED BY:

SUBJECT: **A Resolution Authorizing Work Orders No. 008 and 009 to BCC Engineering, LLC In the Amount of $46,904.85 and $13,317.70 respectively for the Kennedy Causeway Complete Street Project - *Village Manager, Ralph Rosado, Ph.D., AICP (CIP Manager, Delroy Peters)***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDERS TO BCC ENGINEERING, LLC FOR DESIGN OF SHORT-TERM IMPROVEMENTS AND POST-DESIGN SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT IN AN AMOUNT NOT TO EXCEED $60,222.55; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt the resolution approving the issuance of work orders to BCC Engineering, LLC.

BACKGROUND AND ANALYSIS

The State Road 934/79th Street Causeway is North Bay Village's principal urban corridor and sole connection to mainland Florida by connecting to the City of Miami to the west and the City of Miami Beach to the east. The roadway is a State Road facility under the jurisdiction of the Florida Department of Transportation (FDOT). It is a wide, 6-lane facility with narrow sidewalks, and traffic flows at high speed, making it unappealing and unsafe for pedestrians and bicyclists. The Village's master plan (NBV100) has one goal, to transform SR 934/Kennedy/79th Street Causeway into a complete street that better services the Village's core, prioritizing the safety of its residents, the coherence of its multi-modal network, and success of local businesses.

The Village proposes a complete streets project along SR 934/79th Street Causeway to repurpose a one-travel lane in each direction for wider sidewalks, enhanced bicycle lanes, and improved transit connections. The project would also add on-street parking and lower the posted speed limit. The FDOT policy and procedures require a Context Classification and Lane Repurposing Study approval.

NBV will complete the project in two phases: short-term and long-term. Funding from the CIGP will specifically be used to make initial short-term improvements, which include:

- Bicycle/Pedestrian Safety Improvements - striping of dedicated bike lane along the Causeway with green high visibility
- Paint and installation of safety bollards
- Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways and bring
- Relocation and improvements of 2 bus shelters along the Causeway, hoping to improve all bus shelters in future projects

The long-term improvements will involve the lane repurposing and are dependent on the outcome of our ongoing Complete Street Study; the Village has not yet acquired funding for this phase.

BCC Engineering, LLC submitted Work Order (WO) #008- Causeway Complete Street: Short Term Improvements (see attached as WO#008-Design) for $46,904.85 to design the short-term improvements on the Causeway. The consultant has also provided WO #009 in the amount of $13,317.70 (see attached as WO#009-Post Design) for post-design services, including bidding assistance. The project's design phase is estimated to last approximately eight (8) months from issuing a notice to proceed; the construction phase is yet to be determined.

The proposed work orders will be funded from Capital Projects Funds, Causeway Lane Repurposing Design, Project #CP23-01, GL 320.61.630.6206. This source provides $200,000 for the two phases of the Complete Street project. The short-term improvement project is an amount not-to-exceed a total of $60,222.55. A transfer from the CITT fund's Appropriation of Fund Balance to the Capital Project Fund for the NBV matching portion ($35,222.55) for a total in Project#CP23-01of $60,222.55 for the short-term improvements. Please see the attached for the complete Budget Amendment.

Based on an executed grant agreement, funding sources for the project are as follows:

1. Florida Department of Transportation (FDOT)/County Incentive Grant Program (CIGP) –

$25,000 (see grant agreement attached as FM 448629 -Grant Agreement-C-G2F00)
2. NBV- $35,222.55 (minimum of $25,000 to match the FDOT award)

Approval of this item will achieve two of its NBV100 goals and help make North Bay Village safer and more livable; as such, it promotes the pillar of Livability and prosperity.

Livability By centering on people – residents, business owners, and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on placemaking in four ways:

- Prioritizing people over cars
- Embracing the waterfront
- Improving the quality of life
- Refreshing the NBV identity

Prosperity North Bay Village's prime location and residential areas offer a unique experience to visitors and business owners. The NBV100 plan highlights the community's abundance of potential by creating a compelling destination in these ways:

- Attracting economic development,
- Synergizing public space, and
- Increasing property values.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Capital Projects Fund - Transfer from CITT Fund (320.00.381.3815) $35,222.55 and Transfer to Kennedy Cwy Complete Streets Project #CP23-01, (320.61.630.6206).$35,222.55

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Authorizing WO to BCC for Design and Post-Design Kennedy Causeway Complete Streets.DOCX
Exhibit A - BCC WO#008 -Design
Exhibit B - BCC WO 009- Post Design
Exhibit C - Budget Amendment-Kennedy Cwy Complete Streets Project CP23-01.pdf
FM 448629-1_Grant Agreement C-G2F00.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDERS TO BCC ENGINEERING, LLC FOR DESIGN OF SHORT-TERM IMPROVEMENTS AND POST-DESIGN SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT IN AN AMOUNT NOT TO EXCEED $60,222.55; AMENDING THE BUDGET FOR FISCAL YEAR 2022-2023; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village ("Village") issued Request for Qualifications No. 2019-005 (the "RFQ") for continuing professional engineering services (the "Services"); and

WHEREAS, pursuant to the RFQ, the Village Commission selected BCC Engineering, LLC (the "Consultant") as one of the consultants to provide the Services and authorized the Village Manager to execute an agreement with Consultant (the "Agreement"); and

WHEREAS, on February 17, 2022, the Village Commission adopted Resolution No. 22-009, accepting a grant of $25,000 from the Florida Department of Transportation (FDOT) for the Kennedy Causeway Complete Streets Project (the "Project"); and

WHEREAS, the Village desires to utilize the Consultant's Services for the design of short-term improvements and post-design services, including bidding assistance, for the Project; and

WHEREAS, the Consultant has provided the Village proposals for the design of the short-term improvements, attached hereto as Exhibit "A," and the post-design services, attached hereto as Exhibit "B" (collectively, the "Proposals"), for the Project in an amount not to exceed $46,904.85 and $13,317.70, respectively, for a total amount not to exceed $60,222.55; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue work orders consistent with the Proposals attached hereto as Exhibits "A" and "B," respectively, and the Agreement previously entered into between the Village and Consultant, for a total amount not to exceed $60,222.55; and

WHEREAS, on September 29, 2022, the Village Commission adopted Resolution

No. 2022-79 approving the budget for fiscal year 2022-2023 (the "Budget"); and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, in order to fund the Services and pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "C" attached hereto and incorporated herein; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission hereby authorizes the Village Manager to issue work orders to the Consultant consistent with the Proposals attached hereto as Exhibits "A" and "B," respectively, and the Agreement previously executed in an amount not to exceed $60,222.55.

Section 3. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "C" attached hereto and incorporated herein.

Section 4. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____

Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 008

DATED THIS _____DAY OF _____, 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

CAUSEWAY COMPLETE STREET PROJECT: SHORT TERM

PROFESSIONAL SERVICES

This Work Order is between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023.

PROJECT DESCRIPTION

This Work Order (WO) is intended to develop design plans for construction. The intent of this Work WO is to implement the recommended improvements set forth in the State-Funded Grant Agreement between Miami-Dade County, North Bay Village (Village), and the Florida Department of Transportation (FDOT) in County Incentive Grant Program (CIGP) for the Kennedy Causeway Complete Streets Project dated 12/5/2022 included in **Exhibit C**.

It is understood that the VILLAGE has obtained a grant from the FDOT to fund the short-term improvements of the Kennedy Causeway Complete Street Project. The grant funding is only applicable through July 30, 2024, and the design must be completed by then. This scope of services will provide 90% and final (100%) design documents and permitting assistance.

This WO amendment will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2019-05) between the VILLAGE and the CONSULTANT.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide the VILLAGE with the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked-up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project and shall utilize an estimated Notice-to-Proceed (NTP), based on the best available information. **Exhibit B** outlines the project's tentative schedule with a total duration of 15 months from NTP, including three (3) months of limited bid and award and six (6) months of construction.

The CONSULTANT shall submit a final project schedule to the VILLAGE, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include:

- Florida Department of Transportation (FDOT-D6)
- Miami Dade County Public Works Department (DTPW)
- Miami Dade County Transit

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

CONSULTANT will provide engineering services to the VILLAGE to provide design plans for initial short-term improvements. The short-term improvements include: striping of the existing dedicated bike lane along the causeway with green-colored paint, installation of safety bollards where needed, coloring and restriping existing intersections crosswalks, and relocation of 2 bus shelters along the causeway.

CONSULTANT will utilize data provided by the VILLAGE during the execution of services.

The Scope of Work is comprised of the following essential tasks:

Task 1 – Data Collection
Task 2 – Project Coordination
Task 3 – Development of Design Documents
Task 4 – Permitting
Task 5 – Development of Final Design Documents
Task 6 – Limited Post-Design Services

Task 1 – Data Collection

As part of this task, the CONSULTANT will obtain available data from the VILLAGE. In addition, the CONSULTANT will perform up to two field visits to gather existing bike lanes, pedestrian crosswalks, and Bus Shelters conditions and features relevant to this project. As-Built plans will also be requested and reviewed to support this project design.

No survey or geotechnical data will be collected as part of this project.

Task 2 – Project Coordination

As part of this task, the CONSULTANT will attend six (6) monthly progress meetings to provide general project coordination and work planning. It is assumed that these meetings will be held virtually. During these meetings, the status of all ongoing tasks and VILLAGE reviews will be discussed. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting.

Deliverables:

- Meeting Minutes (electronic)
- Monthly Project Status Reports thru completion of the project (electronic)

Task 3 – Development of 90% Design Documents

The CONSULTANT staff will develop the detailed design of 90% plans and specifications. The 90% design submittal will include the following:

- Cover Page
- General Notes
- Traffic Control Notes/Plans
- Plan Sheets – Plan Sheets for Pavement Markings, including bollards
- Plan Sheets – Plan Sheets for Bus Shelter Relocation

It assumed that the traffic control plans would be prepared in accordance with the FDOT Standard Details and specifications. In addition, the CONSULTANT will not design bus shelters. Applicable details to be provided by Miami-Dade County Transit will be included in the plans if required.

One review meeting will be held with VILLAGE staff to review the 90% Design Documents and obtain their comments. A comment disposition memo will be prepared and submitted with the 90% documents to track the disposition of VILLAGE-provided feedback.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF format

Task 4 – Permitting

The CONSULTANT staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- Florida Department of Transportation (FDOT-D6)
- Miami Dade County Public Works Department (DTPW)
- Miami Dade County Transit

Payment of application and permit fees shall be the sole responsibility of the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

Deliverables:

- Completed permits application and required attachments.

Task 5 – Development of Final Design Documents

The CONSULTANT staff will advance the 90% design documents to a final stage. Comments from the 90% design submittal will be incorporated, and the drawings will be finalized, and BCC will prepare the 100% design submittal for submission to the VILLAGE. One meeting is planned with VILLAGE staff to review the final submittal. A final Engineer's Opinion of Probable Construction Cost will be provided to the VILLAGE.

Deliverables:

- 90% Design Document VILLAGE Comment Disposition Memo
- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 specifications with one electronic copy in PDF
- Two hard copies bound 8 ½ by 11 cost estimates with one electronic copy in PDF

PROJECT ASSUMPTIONS

1. VILLAGE shall provide all available data applicable to this project.
2. The CONSULTANT will not provide any bid support or post-design services.
3. The CONSULTANT will not perform a topographic survey or geotechnical data collection.
4. The VILLAGE shall pay regulatory fees related to plan review, permit issuance, re-work, printing, and time extensions beyond the CONSULTANT's control.

5. The CONSULTANT will not perform title searches of viable parcels to implement the project.
6. The CONSULTANT will not perform the following services are not included in this proposal:
    - Environmental Site Assessment (ESA)
    - Irrigation design services
    - Landscape design services
    - Lighting or Photometric designs services
    - Geotechnical design services
    - Drainage design services
    - Structural design services
    - Materials Testing
    - Mechanical and Plumbing Plans
    - Traffic Signalization, Traffic Studies, MOT, and Zoning assistance
    - Community Outreach, Stakeholder Coordination, or Public Meetings
    - Full onsite inspection services.
    - Construction Engineering & Inspection (CEI) services
7. The CONSULTANT will not perform any work related to utility relocation, and design of any kind is not included in this proposal.
8. The CONSULTANT will not perform revisions to plans due to changed field conditions caused by others after preparation of the design has begun shall be addressed as additional services.
9. The CONSULTANT will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of services shall be billed on a time and material basis in accordance with the attached schedule of billing rates.
10. The CONSULTANT will not perform other activities not explicitly outlined in the Scope of Work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this WO, the CONSULTANT shall furnish or obtain Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 6 within eight (8) months of the NTP. The Tasks 7 schedule shall be determined based construction duration schedule approximated at 16 months from NPT.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding, and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, manhour estimate, pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023. The Not-to-Exceed fee for each of the tasks outlined in the scope of work and the total Not-to-Exceed fee are summarized in the table on the next page.

Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts. A breakdown of the manhour estimate for each task is included in **Exhibit A**:

Summary of Compensation			
Task(s)	**Project Activity Description**	**Amendment Fee**	**Fee Basis**
1	Data Collection	$5,686.80	Not-to-Exceed
2	Project Coordination	$5,823.20	Not-to-Exceed
3	Development of 90% Design Documents	$24,943.75	Not-to-Exceed
4	Permitting	$3,685.50	Not-to-Exceed
5	Development of Final Design Documents	$6,765.60	Not-to-Exceed
	TOTAL	$46,904.85	Not-to-Exceed

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters, EI
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305) 670-2350

Alex Vazquez, PE, CFM
Director of Water Resources
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: avazquez@bcceng.com
Phone: (305) 670-2350

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

Maria Padilla
Maria Padilla
[Witness print/type name]

Alfred Lurigados
[Witness print/type name]

(CORPORATE SEAL)

STATE OF FLORIDA :
COUNTY OF MIAMI DADE

BCC Engineering, LLC,
a Florida limited liability company.

Victor H. Herrera
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Jose A. Munoz
[Print Name]

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of APRIL, 2023, by VICTOR HERRERA as VICE PRESIDENT for BCC ENGINEERING, a _____ company (or corporation).

(SEAL)

Vanessa Arango
Comm.#GG355985
Expires: July 17, 2026
Bonded Thru Aaron Notary

(Signature of Notary Public – State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Exhibit A – Manhour Estimate Breakdown

NORTH BAY VILLAGE
Kennedy Causeway Complete Streets Project - Short Term Phase Improvements

FEE ESTIMATE

Date Estimated: 4/26/2023

WORK ACTIVITY	BCC Staff by Category							TOTAL HOURS	BCC LABOR COST	Comments/Assumptions
	Principal/QC	Project Manager	Sr. Project Engineer	Project Engineer	GIS Technician	CADD Technician	Clerical			
HOURLY RATE	**$185.00**	**$192.85**	**$158.05**	**$105.30**	**$105.00**	**$84.00**	**$50.00**			
Task 1 – Data Collection		**6**	**18**	**16**				**40**	**$5,686.80**	
Request and collect available data from the Village			2	2				4	$526.70	As-Builts
Review available information			4	8				12	$1,474.60	Review As-Builts
Field Review		6	12	6				24	$3,685.50	2 people * 2 trips * 6 hrs
Task 2 – Project Coordination		**22**	**10**					**32**	**$5,823.20**	
Meetings		6	6					12	$2,105.40	Monthly Progress Meetings
Project maintenance and documentation		16	4					20	$3,717.80	Maintenance of files
Task 3 – Development of 90% Design Documents	**5**	**22**	**65**	**36**		**68**		**196**	**$24,943.75**	
Green-colored bike lane design		6	14	10		10		40	$5,262.80	Design 0.92 miles of green-colored bike lanes
Pedestrian crosswalks coloring and restriping design		2	6	4		4		16	$2,091.20	2 signalized intersections restriping
Safety bollards design		2	6	4		4		16	$2,091.20	Evaluate bollard locations. Include bollard detail.
Pavement marking quantities		2	4	3		3		12	$1,585.80	Determine pay items and quantities
Pavement Markings Design Plans	3	6	21	15		15		60	$7,870.65	Prepare Plan Set: Key Sheet, General Notes, Quantities Sheet, Detail Sheet, 7 (50' Scale) Plan Sheets.
Roadway and Bus Shelter relocation design	1	2	6			16		25	$2,863.00	
Temporary Traffic Control Design and Plans	1	2	8			16		27	$3,179.10	
Task 4 – Permitting		**6**	**12**	**6**				**24**	**$3,685.50**	
Florida Department of Transportation (FDOT-D6)		2	4	2				8	$1,228.50	
Miami Dade County Public Works Department (DTPW)		2	4	2				8	$1,228.50	
Miami Dade County Transit		2	4	2				8	$1,228.50	
Task 5 - Development of Final Design Documents	**1**	**4**	**24**			**24**		**53**	**$6,765.60**	
Cost Estimate		2	8					10	$1,650.10	
Final Plans	1	2	16			24		43	$5,115.50	
Total Hours	**6**	**60**	**129**	**58**		**92**				
Total Fee	**$1,110.00**	**$11,571.00**	**$20,388.45**	**$6,107.40**		**$7,728.00**		**345**	**$46,904.85**	**Without Expenses**
Total Expenses										**With Expenses**

Exhibit B – Project Tentative Schedule

Schedule of Deliverables		
Task(s)	**Project Activity Description**	**Months from NTP**
1	Data Collection	1 Month
2	Project Coordination	6 Months
3	Development of 90% Design Documents	3 Months
4	Permitting	5 Months
5	Development of Final Design Documents	6 Months

Exhibit C – Copy of State-Funded Grant Agreement (CIGP-Municipality Letting)

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STATE-FUNDED GRANT AGREEMENT
(CIGP – Municipality Letting)

FPN: 448629-1-34-01 Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 87 (Miami-Dade) Contract No: G2F00 Vendor No: F596000388001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 12/5/2022 | 9:52 PM EST, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), MIAMI-DADE ("County"), and NORTH BAY VILLAGE, ("Recipient"). The Department, the County, and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)

   The County by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **County Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

   The Recipient by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Assignment to Recipient:** The Department is willing to provide the County with financial assistance for the Project (as defined below) in accordance with Section 339.2817, Florida Statutes.

   The Recipient is a municipality located in the County and is eligible to request funding from the County under Section 339.2817, Florida Statutes, and the County has accepted the Recipient's request for funding for the Project.

   The County assigns all of its interests and obligations under this Agreement to the Recipient.

   The Recipient assumes all interests and obligations of the County under the Agreement.

   The Department consents to the assignment of this Agreement to the Recipient; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments.

   The County represents, and Recipient accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof. The County agrees that

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it has not performed any work under this Agreement prior the Assignment and County waives and releases any and all claims, including but not limited to claims for contractual compensation.

3. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in KENNEDY CAUSEWAY COMPLETE STREETS PROJECT, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

4. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by all Parties and the Recipient shall complete the Project on or before July 30, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

   Execution of this Agreement by all Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

5. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

6. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

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d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

7. Project Cost:

a. The estimated cost of the Project is $50,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $25,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

c. The Department's participation in eligible Project costs is subject to, but not limited to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

8. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by all parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F" – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

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f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, **Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

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j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

9. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is

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required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

10. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

11. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

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ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any

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deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

12. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

13. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has 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 a public entity; 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 of real property to a public entity; 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 any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; 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 of real property to a public entity; 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 any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

15. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this

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Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify, defend, and hold harmless the Department , including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify, defend, and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Recipient for the negligent acts or omissions of the Recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision

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of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

17. Exhibits.

a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 17.a. through 17.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O – Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT North Bay Village

DocuSigned by:
By: Ralph Rosado
6503614676E4...
Name: Ralph Rosado
Title: Village Manager
Date: 3/8/2022 | 12:53 PM PST

COUNTY Miami-Dade

By:
Name: Jimmy Morales
Title: Chief Operations Officer
Date: 11/9/2022

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Daniel Iglesias
Name: Daniel Iglesias
Title: Director of Transportation Development
Date: 12/5/2022 | 9:52 PM EST

Department Legal Review:

DocuSigned by:
By: Alicia Trujillo
Name: Alicia Trujillo

Approved as to form and legal sufficiency

Bruce Libhaber
Bruce Libhaber (Nov 7, 2022 16:47 EST)
Assistant County Attorney

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448629-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

NORTH BAY VILLAGE (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.92 miles, BMP 1.530, EMP 2.448

PROJECT DESCRIPTION: SR 934/Kennedy/79th Street Causeway is NBV's principal urban corridor and sole connection to mainland Florida by connecting to the City of Miami to the west and the City of Miami Beach to the east. The roadway is a State Road facility under the jurisdiction of the FDOT. It is a wide, 6-lane facility with narrow sidewalks, and traffic flows at high speed, making it unappealing and unsafe for pedestrians and bicyclists. The Village has a master plan (NBV100) with one goal: to transform SR 934/Kennedy/79th Street Causeway into a complete street that better services the Village's core, prioritizing the safety of its residents, the coherence of its multi-modal network, and success of local businesses.
The Village proposes a complete streets project along SR 934/Kennedy/79th Street Causeway to repurpose one-travel lane in each direction for wider sidewalks, enhanced bicycle lanes, improved transit connections. Also, to add on-street parking and lower the posted speed limit. FDOT policy and procedures require a Context Classification and Lane Repurposing Study approval.

The project will be done in two phases; a short term and a long term phase. Funding from the CIGP will specifically be used to make initial short-term improvements, which includes:
-Bicycle/Pedestrian Safety Improvements- striping of dedicated bike lane along the causeway with green high visibility paint and installation of safety bollards
-Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways and bring awareness to all road users of the crossroads.
-Relocation and improvements of 2 bus shelters along the causeway, hoping to improve all bus shelters in future projects.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by: June 22, 2022
b) Design to be completed by: July 30, 2024
c) Right-of-Way requirements identified and provided to the Department by: July 30, 2023 .

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d) Right-of-Way to be certified by: July 30, 2024
e) Construction contract to be let by: Dec 1, 2024.
f) Construction to be completed by: Dec 1, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
North Bay Village 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141	448629-1-34-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2023	Maximum Department Participation (County Incentive Grant Program)	$50,000.00	$25,000.00	$25,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$50,000.00 100 %	$25,000.00 50 %	$25,000.00 50 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$50,000.00	$25,000.00	$25,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Xiomara Nunez MBA,PMP
District Grant Manager Name

DocuSigned by:
Xiomara Nunez
D9C7E50EE9EA4D7...
Signature

11/30/2022 | 9:36 AM EST
Date

DocuSign Envelope ID: ED723A07-F171-44D1-9D13-125E7AE59A0C

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 2022-009

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $25,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; APPROVING A STATE-FUNDED GRANT AGREEMENT WITH FDOT AND MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") strives to improve the quality of life of all residents of the community and has conceived the Kennedy Causeway Complete Street Project to create a complete street that better serves the Village's core (the "Project"); and

WHEREAS, by implementing the Project, the Village seeks to prioritize pedestrians' safety, create a more coherent multimodal network, and enhance local business success along its principal urban corridor; and

WHEREAS, the Village intends to begin the Project with short-term improvements which consist of bicycle/pedestrian safety improvements; intersection improvements; and relocation and improvements of two high traffic bus shelters (the "Short-Term Project"); and

WHEREAS, the Village applied to the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) 2020 Application Cycle to fund the Short-Term Project, the design and construction of which are estimated at $464,020; and

WHEREAS, FDOT approved the Village's application with a 100% match requirement for the design and the construction phases and included the Short-Term Project in the Tentative Work Program for Fiscal Years 22-26; and

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WHEREAS, the funding agency awarded $25,000 for the design phase in FY 2023 and the construction phase was awarded $207,010 for FY 2025; and

WHEREAS, since the grants are reimbursable, the Village will fund $50,000 by drawing from reserve funds and be reimbursed $25,000 by the grant dollars; and

WHEREAS, the Village Commission desires to accept an appropriation of $25,000 (the "Grant") and approve the Grant Agreement with the Florida Department of Transportation and Miami-Dade County (the "Agreement"), in substantially the form attached hereto as Exhibit "A," to fund the design phase of the Short-Term Project; and

WHEREAS, in order to fund the design phase of the Short-Term Project, Village Staff recommends amending the Village's budget for fiscal year 2021-2022 in accordance with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, and Section 35.21 of the Village Code of Ordinances, the Village Commission may amend a budget at any time within a fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Grant Accepted. That the Village Commission hereby accepts the Grant.

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Section 3. Approval. That the Village Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the 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 Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 6. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Marvin Wilmoth who moved its adoption. The motion was seconded by Commissioner Rachel Streitfeld and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	Yes
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	No
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	No

PASSED AND ADOPTED on this 17th day of February, 2022.

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Brent Latham, Mayor

ATTEST:

Acting Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2022

Agenda Item No. 3(B)(4)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Resolution No. R-880-22

Subject: State-Funded Grant Agreement between Miami-Dade County, North Bay Village, and the Florida Department of Transportation to Provide North Bay Village with Funding in the Amount of $25,000 in County Incentive Grant Program Funds for the Kennedy Causeway Complete Streets Project

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) for a state-funded grant agreement between the County, North Bay Village and the Florida Department of Transportation (FDOT) for the provision of $25,000 in County Incentive Grant Program funds to North Bay Village for a complete streets project along SR 934/Kennedy/79th Street Causeway to repurpose one-travel lane in each direction for wider sidewalks, add protected bicycle lanes with enhanced visibility, reduce the speed limit, and improved transit connections. Construction is tentatively scheduled to commence in December 2024 and the project shall be completed by July 30, 2024. To be eligible for grant consideration, municipalities must apply through their respective Counties.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a State-Funded Grant Agreement (Agreement) between Miami-Dade County, North Bay Village (Village), and FDOT to provide the Village with funding in the amount of $25,000 in County Incentive Grant Program (CIGP) funds for the Kennedy Causeway Complete Streets Project (Project).

Scope

The Project is located within the Village, in County Commission District 4, which is represented by Commissioner Sally A. Heyman.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional delegation of authority is being requested within the body of this contract.

Fiscal Impact/Funding Source

The estimated design cost of the Project is $50,000. FDOT has programmed CIGP funding for this Project in the amount of $25,000. The Village will provide the additional $25,000 as a local match.

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Track Record/Monitor

FDOT shall reimburse the Village for costs incurred to perform services described in the Agreement. Requests for reimbursement by the Village shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to FDOT.

Background

The CIGP allows FDOT to provide grants to counties to improve transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System, per Section 339.2817, Florida Statutes. A municipality may apply to the county in which the municipality is located for funding under the CIGP. Municipal projects selected by FDOT require a three-party agreement executed by FDOT, the county and the municipality. By executing this Agreement, the County assigns all of its interests and obligations under this Agreement to the Village. On February 17, 2022, the Village Commission approved this Agreement by adopting Resolution Number 2022-009.

The Village proposes a complete streets project along SR 934/Kennedy/79 Street Causeway to repurpose one-travel lane in each direction for wider sidewalks, protected bicycle lanes, and improved transit connections. The project also includes adding on-street parking and lowering the posted speed limit.

Jimmy Morales
Chief Operations Officer

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(4)
10-6-22

RESOLUTION NO. R-880-22

RESOLUTION APPROVING A STATE-FUNDED GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY, NORTH BAY VILLAGE, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE NORTH BAY VILLAGE WITH FUNDING IN THE AMOUNT OF $25,000.00 IN COUNTY INCENTIVE GRANT PROGRAM FUNDS FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the State-Funded Grant Agreement between Miami-Dade County, North Bay Village, and the Florida Department of Transportation to provide North Bay Village with funding in the amount of $25,000.00 in County Incentive Grant Program funds for the Kennedy Causeway Complete Streets Project, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Keon Hardemon** and upon being put to a vote, the vote was as follows:

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Jose "Pepe" Diaz, Chairman	**aye**		
Oliver G. Gilbert, III, Vice-Chairman	**absent**		
Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Kionne L. McGhee	**aye**
Jean Monestime	**aye**	Raquel A. Regalado	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Basia Pruna
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $25,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Maria Kunhardt at Maria.Kunhardt@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from 9:00AM - 3:30PM Weekdays and Weekends; 9:00PM - 5:30AM Sunday - Thursday nights; 11:00PM - 7:00AM Friday and Saturday Nights, ( ), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Tish Burgher
Communications Manager
Florida Department of Transportation, District Six
1000 NW 111 Avenue, Room 6134
Miami, FL 33172
O: 305-470-5277
C: 305-796-0784
Tish.Burgher@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

To: Victoria.Prieto@dot.state.fl.us
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FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2F00

11/21/2022

CONTRACT INFORMATION

Contract:	G2F00
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NORTH BAY VILLAGE
Vendor ID:	F596000388001
Beginning Date of This Agreement:	11/18/2022
Ending Date of This Agreement:	07/30/2024
Contract Total/Budgetary Ceiling:	ct = $25,000.00
Description:	LAP - NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETSPROJECT

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/21/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55064010612
Expansion Option:	A6
Object Code:	751000
Amount:	$25,000.00
Financial Project:	44862913401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088572/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $25,000.00

WORK ORDER No. 009

DATED THIS _____DAY OF _____, 2023

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

CAUSEWAY COMPLETE STREET PROJECT: SHORT-TERM POST-DESIGN SERVICES

PROFESSIONAL SERVICES

This Work Order is between North Bay Village, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023.

PROJECT DESCRIPTION

This Work Order (WO) is intended for post-design services during pre-bid and construction.

This WO amendment will be an integral part of the Continuing Professional Engineering Services Agreement (RFQ No. 2019-05) between the VILLAGE and the CONSULTANT.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide the VILLAGE with the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the VILLAGE. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The VILLAGE shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the VILLAGE with a marked-up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the

CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT will work in accordance with the bidding and construction schedule. The bidding schedule is anticipated to take three (months) and construction six (6) months.

Permitting

No permitting is anticipated as part of the bidding and construction phases.

SPECIFIC SCOPE OF SERVICES

The Scope of Services to be provided by CONSULTANT shall be as follows:

CONSULTANT will provide engineering services to the VILLAGE to provide post-design services.

The Scope of Work is comprised of the following essential tasks:

Task 1 – Post-design Services

Task 1 – Post-Design Services

The CONSULTANT will assist the VILLAGE in preparing the bid documents, including incorporating the VILLAGE's front-end documents. The CONSULTANT will also attend one (1) pre-bid meeting and respond to questions from prospective bidders. The CONSULTANT will provide supplemental information to prospective bidders during the bidding process through the issuance of addenda. It is assumed that one (1) addendum will be required.

The CONSULTANT staff will attend, record, and prepare minutes for the pre-construction meeting, which will be submitted to the VILLAGE for review. CONSULTANT will assist the VILLAGE in addressing contractor questions and assist the VILLAGE in selecting the lowest responsible bidder.

As part of this task, the CONSULTANT will also review all shop drawings, product data, cut sheets, and other applicable submittals within seven (7) business days of receipt of the submittal to determine compliance with the drawings and specifications. It is assumed that five (5) shop drawings will be reviewed. This also includes the review, evaluation, and acceptability of substitute materials, products, or equipment proposed by the Contractor. In addition, the CONSULTANT will provide written responses for a total of five (5) RFIs within seven (7) business days to the VILLAGE.

Also included in this task are periodic site visits for the purpose of determining general compliance with approved project drawings, plans, and specifications. A total of five (5) site visits are estimated for a construction period of six (6) months. The CONSULTANT will also review as-built drawings provided by the Contractor, provide written comments, and recommend submittals

actions to the VILLAGE. In addition, the CONSULTANT will review the Contractor's change order requests and claims and provide recommendations and cost evaluations to the VILLAGE.

The CONSULTANT will attend one (1) punch list inspection to identify deficiencies that must be corrected prior to the final completion of the project. A list of items will be prepared and submitted to the VILLAGE. No reinspection of the work is included under this task. The CONSULTANT will submit the project certification letter signed by the EOR to the VILLAGE. The CONSULTANT will produce record drawings based on the certified as-built survey to be performed by the Contractor's Professional Land Surveyor and provide final CAD files and PDF to the VILLAGE.

Deliverables:

- Pre-construction meeting agenda, minutes, and recording
- Two hard copy bound 11 x 17 as-built sets with one electronic copy in PDF
- CAD and PDF files of record drawings/as-builts

PROJECT ASSUMPTIONS

1. VILLAGE shall provide all available data applicable to this project.
2. The CONSULTANT will not perform daily inspections during the construction period.
3. The CONSULTANT will not be responsible for advertising the project, reproducing bid documents, or distributing bid documents.
4. The CONSULTANT will not perform a topographic survey or geotechnical data collection.
5. The VILLAGE shall pay regulatory fees related to plan review, permit issuance, re-work, printing, and time extensions beyond the CONSULTANT's control.
6. The CONSULTANT will not perform title searches of viable parcels to implement the project.
7. The CONSULTANT will not perform the following services are not included in this proposal:
    - Environmental Site Assessment (ESA)
    - Irrigation design services
    - Landscape design services
    - Lighting or Photometric designs services
    - Geotechnical design services
    - Drainage design services
    - Structural design services
    - Materials Testing
    - Mechanical and Plumbing Plans
    - Traffic Signalization, Traffic Studies, MOT, and Zoning assistance
    - Community Outreach, Stakeholder Coordination, or Public Meetings
    - Full onsite inspection services.
    - Construction Engineering & Inspection (CEI) services
8. The CONSULTANT will not perform any work related to utility relocation, and design of any kind is not included in this proposal.
9. The CONSULTANT will not perform revisions to plans due to changed field conditions caused by others after preparation of the design has begun shall be addressed as additional services.
10. The CONSULTANT will not attend or prepare for public hearings, commission meetings, or regulatory meetings other than those listed in the scope of services shall be billed on a time and material basis in accordance with the attached schedule of billing rates.

11. The CONSULTANT will not perform other activities not explicitly outlined in the Scope of Work.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this WO, the CONSULTANT shall furnish or obtain Additional Services of the types listed in the MASTER AGREEMENT. The VILLAGE, as indicated in the MASTER AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 in accordance with the bidding and construction schedule, which is anticipated to take nine (months) combined.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding, and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, manhour estimate, pursuant to the General Professional Engineering and Architectural Services Agreement dated November 6, 2019, and expiring on November 6, 2023. The Not-to-Exceed fee for the task outlined in the scope of work and the total Not-to-Exceed fee are summarized in the table on the next page.

Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts. A breakdown of the manhour estimate for each task is included in **Exhibit A**:

Summary of Compensation			
Task(s)	**Project Activity Description**	**Amendment Fee**	**Fee Basis**
1	Post-Design Services	$13,317.70	Not-to-Exceed
	TOTAL	$13,317.70	Not-to-Exceed

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *PM*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Delroy Peters, EI
Project Manager
Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 Ext. 29
Dpeters@nbvillage.com

Marlon Lobban, PE
Director of Public Works
North Bay Village
Village Hall, 3rd Floor Public Works
1666 Kennedy Causeway
North Bay Village, FL 33141
(305) 756-7171 ext. 66
Mlobban@nbvillage.com

CONSULTANT CONTACTS

Victor H. Herrera, PE
Senior Vice President
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: vherrera@bcceng.com
Phone: (305) 670-2350

Alex Vazquez, PE, CFM
Director of Water Resources
BCC Engineering, LLC.
6401 SW 87th Avenue, Suite 200
Miami, FL 33173
Email: avazquez@bcceng.com
Phone: (305) 670-2350

VILLAGE

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

BY: _____
NAME: Ralph Rosado, PhD
TITLE: Village Manager

BY: _____
Name: Alba Chang, MMC
TITLE: Village Clerk

*Pursuant to § 36.25 - Procurement requirements of the Code of Ordinances of North Bay Village, Florida

APPROVED AS TO FORM:

BY: _____
NAME: WEISS, SEROTA, HELFMAN, COLE & BIERMAN, PL
TITLE: Village Attorney

CONSULTANT/CONTRACTOR

WITNESSES:

Vanessa Aymerich
[Witness print/type name]

TAMMY EPLING
[Witness print/type name]

(CORPORATE SEAL)

BCC Engineering, LLC,
a Florida limited liability company.

Victor H. Herrera
[Print Name, check title]

☐ President ☒ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Jose A. Munoz
[Print Name]

STATE OF FLORIDA :
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of APRIL, 2023, by VICTOR HERRERA as VICE PRESIDENT for BCC ENGINEERING, a LLC company (or corporation).

(SEAL)

Vanessa Arango
Comm.#GG355985
Expires: July 17, 2023
Bonded Thru Aaron Notary

(Signature of Notary Public – State of Florida)

VANESSA ARANGO
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

Exhibit A – Manhour Estimate Breakdown

NORTH BAY VILLAGE
Kennedy Causeway Complete Streets Project - Short Term Phase Improvements
Post-Design Services
FEE ESTIMATE

Date Estimated: 4/21/2023

WORK ACTIVITY	BCC Staff by Category							TOTAL HOURS	BCC LABOR COST	Comments/Assumptions
	Principal/QC	Project Manager	Sr. Project Engineer	Project Engineer	GIS Technician	CADD Technician	Clerical			
HOURLY RATE	$185.00	$192.85	$158.05	$105.30	$105.00	$84.00	$50.00			
Task 1 - Post Design Services		**8**	**62**	**6**		**16**		**92**	**$13,317.70**	
Assist Village in preparing bid documents		2	4	2				8	$1,228.50	
Attend on pre-bid meeting			4					4	$632.20	1 meeting
Support in preparing addenda			4					4	$632.20	1 addenda
Attend pre-construction meeting and prepare meeting minutes		1	4					5	$825.05	
Address question from contractor		1	4					5	$825.05	
Assist Village with selecting low bidder		1	2					3	$508.95	
Review shop drawings		1	5	2				8	$1,193.70	assume 5 shop drawings
Respond to RFIs		1	10	2				13	$1,983.95	assume 5 RFIs
Perform periodic site visits			20					20	$3,161.00	5 site visits
Prepare project certification letter			1					1	$158.05	
Produce record drawings		1	4			16		21	$2,169.05	
Total Hours		**8**	**62**	**6**		**16**				
Total Fee		**$1,542.80**	**$9,799.10**	**$631.80**		**$1,344.00**		**92**	**$13,317.70**	**Without Expenses**
Total Expenses										**With Expenses**

Budget Amendment Form

Department: Capital Projects	Date: 5/9/2023
Fund(s) to be changed: Capital Projects Fund/ Transportation Fund	

GL Account	GL Line Item	Transfer to:	Transfer from:
320.61.630.6206	Buildings - Lane RePurposing	$ 35,222.55	$ -
320.00.381.3815	Transfer from CITT	$ -	$ 35,222.55
115.00.389.3890	Appropriation of Fund Balance	$ -	$ 35,222.55
115.18.541.9132	Transfer to Capital Projects	$ 35,222.55	$ -
TOTAL (Columns must be equal)		**$ 70,445.10**	**$ 70,445.10**

Description:

Transfer from CITT Fund ($35,222.55) to the Kennedy Cwy Complete Streets Project ($35,222.55) - CP23-01. Total Short-term Improvements (Design) $60,222.55.

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STATE-FUNDED GRANT AGREEMENT
(CIGP – Municipality Letting)

FPN: 448629-1-34-01 Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Category: _____
Org Code: _____ FLAIR Obj: _____

County No: 87 (Miami-Dade) Contract No: G2F00 Vendor No: F596000388001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 12/5/2022 | 9:52 PM EST, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), MIAMI-DADE ("County"), and NORTH BAY VILLAGE, ("Recipient"). The Department, the County, and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)

   The County by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **County Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

   The Recipient by Resolution or other form of official authorization, a copy of which is attached in **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Assignment to Recipient:** The Department is willing to provide the County with financial assistance for the Project (as defined below) in accordance with Section 339.2817, Florida Statutes.

   The Recipient is a municipality located in the County and is eligible to request funding from the County under Section 339.2817, Florida Statutes, and the County has accepted the Recipient's request for funding for the Project.

   The County assigns all of its interests and obligations under this Agreement to the Recipient.

   The Recipient assumes all interests and obligations of the County under the Agreement.

   The Department consents to the assignment of this Agreement to the Recipient; provided, however, the Department's consent to this transfer will not constitute a waiver of the general prohibition against assignment contained in the Agreement as to further assignments.

   The County represents, and Recipient accepts, that there are no claims or demands against the Department arising out of or related to the performance under the Agreement prior to the effective date hereof. The County agrees that

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it has not performed any work under this Agreement prior the Assignment and County waives and releases any and all claims, including but not limited to claims for contractual compensation.

3. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in KENNEDY CAUSEWAY COMPLETE STREETS PROJECT, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

4. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by all Parties and the Recipient shall complete the Project on or before July 30, 2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

   Execution of this Agreement by all Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

5. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

6. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

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d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

7. Project Cost:

a. The estimated cost of the Project is $50,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $25,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

c. The Department's participation in eligible Project costs is subject to, but not limited to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

8. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by all parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F" – Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

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f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, **Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

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j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

9. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is

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required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

10. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

11. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

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ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any

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deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

12. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

13. **State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

14. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has 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 a public entity; 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 of real property to a public entity; 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 any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; 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 of real property to a public entity; 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 any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

15. Indemnification and Insurance:

a. It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this

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Agreement. The Recipient guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Recipient agrees to indemnify, defend, and hold harmless the Department , including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Recipient and persons employed or utilized by the Recipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Recipient's sovereign immunity, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify, defend, and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Recipient for the negligent acts or omissions of the Recipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Recipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision

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of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

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g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

17. Exhibits.

a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 17.a. through 17.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O – Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT North Bay Village

By: DocuSigned by: Ralph Rosado
Name: 6503614676E4... Ralph Rosado
Title: Village Manager
Date: 3/8/2022 | 12:53 PM PST

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Daniel Iglesias
Name: Daniel Iglesias
Title: Director of Transportation Development
Date: 12/5/2022 | 9:52 PM EST

COUNTY Miami-Dade

By:
Name: Jimmy Morales
Title: Chief Operations Officer
Date: 11/9/2022

Department Legal Review:

By: DocuSigned by: Alicia Trujillo
Name: Alicia Trujillo

Approved as to form and legal sufficiency

Bruce Libhaber
Bruce Libhaber (Nov 7, 2022 16:47 EST)
Assistant County Attorney

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448629-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

NORTH BAY VILLAGE (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.92 miles, BMP 1.530, EMP 2.448

PROJECT DESCRIPTION: SR 934/Kennedy/79th Street Causeway is NBV's principal urban corridor and sole connection to mainland Florida by connecting to the City of Miami to the west and the City of Miami Beach to the east. The roadway is a State Road facility under the jurisdiction of the FDOT. It is a wide, 6-lane facility with narrow sidewalks, and traffic flows at high speed, making it unappealing and unsafe for pedestrians and bicyclists. The Village has a master plan (NBV100) with one goal: to transform SR 934/Kennedy/79th Street Causeway into a complete street that better services the Village's core, prioritizing the safety of its residents, the coherence of its multi-modal network, and success of local businesses.
The Village proposes a complete streets project along SR 934/Kennedy/79th Street Causeway to repurpose one-travel lane in each direction for wider sidewalks, enhanced bicycle lanes, improved transit connections. Also, to add on-street parking and lower the posted speed limit. FDOT policy and procedures require a Context Classification and Lane Repurposing Study approval.

The project will be done in two phases; a short term and a long term phase. Funding from the CIGP will specifically be used to make initial short-term improvements, which includes:
-Bicycle/Pedestrian Safety Improvements- striping of dedicated bike lane along the causeway with green high visibility paint and installation of safety bollards
-Intersection Improvements - coloring and restriping intersections to give clearer pedestrian pathways and bring awareness to all road users of the crossroads.
-Relocation and improvements of 2 bus shelters along the causeway, hoping to improve all bus shelters in future projects.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by: June 22, 2022
b) Design to be completed by: July 30, 2024
c) Right-of-Way requirements identified and provided to the Department by: July 30, 2023 .

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d) Right-of-Way to be certified by: July 30, 2024
e) Construction contract to be let by: Dec 1, 2024.
f) Construction to be completed by: Dec 1, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
North Bay Village 1666 Kennedy Causeway, 3rd Floor North Bay Village, FL 33141	448629-1-34-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2023	Maximum Department Participation (County Incentive Grant Program)	$50,000.00	$25,000.00	$25,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$50,000.00 100 %	$25,000.00 50 %	$25,000.00 50 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$50,000.00	$25,000.00	$25,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Xiomara Nunez MBA,PMP
District Grant Manager Name

DocuSigned by:
Xiomara Nunez
D9C7E50EE9EA4D7...
Signature

11/30/2022 | 9:36 AM EST
Date

DocuSign Envelope ID: ED723A07-F171-44D1-9D13-125E7AE59A0C

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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RESOLUTION NO. 2022-009

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT OF $25,000 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; APPROVING A STATE-FUNDED GRANT AGREEMENT WITH FDOT AND MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AMENDING THE BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") strives to improve the quality of life of all residents of the community and has conceived the Kennedy Causeway Complete Street Project to create a complete street that better serves the Village's core (the "Project"); and

WHEREAS, by implementing the Project, the Village seeks to prioritize pedestrians' safety, create a more coherent multimodal network, and enhance local business success along its principal urban corridor; and

WHEREAS, the Village intends to begin the Project with short-term improvements which consist of bicycle/pedestrian safety improvements; intersection improvements; and relocation and improvements of two high traffic bus shelters (the "Short-Term Project"); and

WHEREAS, the Village applied to the Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) 2020 Application Cycle to fund the Short-Term Project, the design and construction of which are estimated at $464,020; and

WHEREAS, FDOT approved the Village's application with a 100% match requirement for the design and the construction phases and included the Short-Term Project in the Tentative Work Program for Fiscal Years 22-26; and

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WHEREAS, the funding agency awarded $25,000 for the design phase in FY 2023 and the construction phase was awarded $207,010 for FY 2025; and

WHEREAS, since the grants are reimbursable, the Village will fund $50,000 by drawing from reserve funds and be reimbursed $25,000 by the grant dollars; and

WHEREAS, the Village Commission desires to accept an appropriation of $25,000 (the "Grant") and approve the Grant Agreement with the Florida Department of Transportation and Miami-Dade County (the "Agreement"), in substantially the form attached hereto as Exhibit "A," to fund the design phase of the Short-Term Project; and

WHEREAS, in order to fund the design phase of the Short-Term Project, Village Staff recommends amending the Village's budget for fiscal year 2021-2022 in accordance with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, and Section 35.21 of the Village Code of Ordinances, the Village Commission may amend a budget at any time within a fiscal year; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Grant Accepted. That the Village Commission hereby accepts the Grant.

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Section 3. Approval. That the Village Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the 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 Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to expend budgeted funds in furtherance hereof as may be needed for the portion of the Project that is not covered by the Grant.

Section 5. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 6. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Marvin Wilmoth who moved its adoption. The motion was seconded by Commissioner Rachel Streitfeld and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	Yes
Vice Mayor Marvin Wilmoth	Yes
Commissioner Richard Chervony	No
Commissioner Rachel Streitfeld	Yes
Commissioner Julianna Strout	No

PASSED AND ADOPTED on this 17th day of February, 2022.

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Brent Latham, Mayor

ATTEST:

Acting Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2022

Agenda Item No. 3(B)(4)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Resolution No. R-880-22

Subject: State-Funded Grant Agreement between Miami-Dade County, North Bay Village, and the Florida Department of Transportation to Provide North Bay Village with Funding in the Amount of $25,000 in County Incentive Grant Program Funds for the Kennedy Causeway Complete Streets Project

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Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) for a state-funded grant agreement between the County, North Bay Village and the Florida Department of Transportation (FDOT) for the provision of $25,000 in County Incentive Grant Program funds to North Bay Village for a complete streets project along SR 934/Kennedy/79th Street Causeway to repurpose one-travel lane in each direction for wider sidewalks, add protected bicycle lanes with enhanced visibility, reduce the speed limit, and improved transit connections. Construction is tentatively scheduled to commence in December 2024 and the project shall be completed by July 30, 2024. To be eligible for grant consideration, municipalities must apply through their respective Counties.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a State-Funded Grant Agreement (Agreement) between Miami-Dade County, North Bay Village (Village), and FDOT to provide the Village with funding in the amount of $25,000 in County Incentive Grant Program (CIGP) funds for the Kennedy Causeway Complete Streets Project (Project).

Scope

The Project is located within the Village, in County Commission District 4, which is represented by Commissioner Sally A. Heyman.

Delegated Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. No additional delegation of authority is being requested within the body of this contract.

Fiscal Impact/Funding Source

The estimated design cost of the Project is $50,000. FDOT has programmed CIGP funding for this Project in the amount of $25,000. The Village will provide the additional $25,000 as a local match.

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Track Record/Monitor

FDOT shall reimburse the Village for costs incurred to perform services described in the Agreement. Requests for reimbursement by the Village shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to FDOT.

Background

The CIGP allows FDOT to provide grants to counties to improve transportation facilities which are located on the State Highway System or which relieve traffic congestion on the State Highway System, per Section 339.2817, Florida Statutes. A municipality may apply to the county in which the municipality is located for funding under the CIGP. Municipal projects selected by FDOT require a three-party agreement executed by FDOT, the county and the municipality. By executing this Agreement, the County assigns all of its interests and obligations under this Agreement to the Village. On February 17, 2022, the Village Commission approved this Agreement by adopting Resolution Number 2022-009.

The Village proposes a complete streets project along SR 934/Kennedy/79 Street Causeway to repurpose one-travel lane in each direction for wider sidewalks, protected bicycle lanes, and improved transit connections. The project also includes adding on-street parking and lowering the posted speed limit.

Jimmy Morales
Chief Operations Officer

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(4)
10-6-22

RESOLUTION NO. R-880-22

RESOLUTION APPROVING A STATE-FUNDED GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY, NORTH BAY VILLAGE, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE NORTH BAY VILLAGE WITH FUNDING IN THE AMOUNT OF $25,000.00 IN COUNTY INCENTIVE GRANT PROGRAM FUNDS FOR THE KENNEDY CAUSEWAY COMPLETE STREETS PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the State-Funded Grant Agreement between Miami-Dade County, North Bay Village, and the Florida Department of Transportation to provide North Bay Village with funding in the amount of $25,000.00 in County Incentive Grant Program funds for the Kennedy Causeway Complete Streets Project, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Keon Hardemon** and upon being put to a vote, the vote was as follows:

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Jose "Pepe" Diaz, Chairman	**aye**		
Oliver G. Gilbert, III, Vice-Chairman	**absent**		
Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**aye**
Eileen Higgins	**aye**	Kionne L. McGhee	**aye**
Jean Monestime	**aye**	Raquel A. Regalado	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Basia Pruna
By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $25,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Maria Kunhardt at Maria.Kunhardt@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

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g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

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p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from 9:00AM - 3:30PM Weekdays and Weekends; 9:00PM - 5:30AM Sunday - Thursday nights; 11:00PM - 7:00AM Friday and Saturday Nights, ( ), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Tish Burgher
Communications Manager
Florida Department of Transportation, District Six
1000 NW 111 Avenue, Room 6134
Miami, FL 33172
O: 305-470-5277
C: 305-796-0784
Tish.Burgher@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

To: Victoria.Prieto@dot.state.fl.us
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FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2F00

11/21/2022

CONTRACT INFORMATION

Contract:	G2F00
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NORTH BAY VILLAGE
Vendor ID:	F596000388001
Beginning Date of This Agreement:	11/18/2022
Ending Date of This Agreement:	07/30/2024
Contract Total/Budgetary Ceiling:	ct = $25,000.00
Description:	LAP - NORTH BAY VILLAGE - KENNEDY CAUSEWAY COMPLETE STREETSPROJECT

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/21/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55064010612
Expansion Option:	A6
Object Code:	751000
Amount:	$25,000.00
Financial Project:	44862913401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088572/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $25,000.00

672

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, PhD, AICP, Village Manager

SPONSORED BY:

SUBJECT: **A Resolution Amending the Village Manager's Employment Agreement - *Village Manager Ralph Rosado, PhD, AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Suggested Action: Adopt resolution approving proposed amendment to contract.

BACKGROUND AND ANALYSIS

Please see the accompanying memo and the Miami-Dade Manager comparables spreadsheet.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

For the current FY the impact would be $4,320 to be taken from Compensation Personnel ($10,000 available in Line Item 001-19-519-1600)

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution Approving Amendment to Manager Ralph Rosado Employment Agreement.DOCX
Resolution Exhibit A - Amendment to Manager Ralph Rosado Employment Agreement - Agenda 050223.DOCX
Village Manager Employment Agreement 06-11-19

Memo re Village Manager Contract Proposed Revisions.pdf
Manager Salary Benefits Comps.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE VILLAGE MANAGER'S EMPLOYMENT AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 12, 2019, the North Bay Village (the "Village") Commission appointed Dr. Ralph Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and Dr. Rosado entered into an Employment Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager (the "Agreement"); and

WHEREAS, the Village Commission desires to amend the Agreement with Dr. Rosado as set forth in the First Amendment to Employment Agreement attached hereto as Exhibit "A" (the "First Amendment"); and

WHEREAS, the Village Commission approves the First Amendment and authorizes the Village Mayor to execute the First Amendment; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission hereby approves the First Amendment.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Mayor to execute the First Amendment in substantially the form attached hereto

as Exhibit "A," subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Manager is hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the First Amendment.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this 9th day of May, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

FIRST AMENDMENT TO VILLAGE MANAGER'S EMPLOYMENT AGREEMENT

FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
RALPH ROSADO

THIS FIRST AMENDMENT to the Employment Agreement (the "First Amendment") is entered into as of this __ day of May, 2023 (the "Effective Date of First Amendment"), by and between North Bay Village, a Florida municipal corporation, (the "Village") and Ralph Rosado (hereinafter, the "Employee"). Collectively, the Village and the Employee are referred to as "Parties."

WHEREAS, on February 12, 2019, the Village Commission appointed Employee as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Employee as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement; and

WHEREAS, on June 11, 2019, the Village and the Employee entered into an Employment Agreement (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement by entering into this First Amendment; and

WHEREAS, the Village and the Employee wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Employee agree as follows:[1]

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

2. **Amendment to Section 3 of the Agreement.** Section 3 of the Agreement shall be amended as follows:

Section 3. Salary

* * *

C. The Village agrees to pay the Village Manager a one-time retention bonus of $25,000.00 for five years of service, payable as follows: $6,250 on February 12, 2024, $6,250 on May 12, 2024, $6,250 August 12, 2024, and $6,250 on December 12, 2024.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

3. **Amendment to Section 4 of the Agreement.** Section 4 of the Agreement shall be amended as follows:

Section 4. Termination by the Village

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with section 3.02 of the Charter; provided, however, the Employee may be removed by the affirmative vote of no less than three Commission Members, but such removal shall not take place within 90 days after any election at which any Commission Member is elected to office.

* * *

D. Mutual Non-Disparagement. Upon termination of this Agreement, the Village Commission in office at the time of the Village Manager's termination agrees that it will not make or publish any disparaging or defamatory statements concerning the Employee. The Employee agrees that the Employee will not, during the term of his employment with the Village and for a period of two years after, make or publish any disparaging or defamatory statements concerning the Village or any Village Officials or Commission members. Notwithstanding the foregoing, nothing in this Agreement prohibits the Employee or the Village from responding accurately and fully to any request for information or disclosure of documents if required by law, court order, subpoena or other legal process, in any criminal, civil, or regulatory proceeding or investigation. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain the Employee from exercising protected rights.

4. **Amendment to Section 11 of the Agreement.** Section 11 of the Agreement shall be amended as follows:

Section 11. Health, Dental, Life, Disability, and Professional Insurance

A. The Village Manager shall be entitled to Village-sponsored health insurance on the same terms and at the same cost as provided to other Senior Management employees of the Village. Should the Village Manager decline such coverage, he shall be paid an amount equal to the cost to the Village of family coverage, ~~capped at $20,000 per year~~ retroactive to October 1, 2022. Such payment will be made in equal installments in conjunction with the Village's regular pay periods.

* * *

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

6. **Agreement Ratified**. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

7. **Defined Terms**. All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

8. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year as first stated above.

NORTH BAY VILLAGE

By: _____
Brent Latham
Village Mayor

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:
North Bay Village
Attn: Brent Latham, Village Mayor
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

EMPLOYEE

By: _____
Dr. Ralph Rosado, Ph.D., AICP

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 11th day of June, 2019 (the "Effective Date") by and between the North Bay Village, Florida, a Florida municipal corporation located in Miami-Dade County (the "Village"), and Ralph Rosado, an individual residing in Miami-Dade County ("Dr. Rosado" or the "Village Manager"). The Village and the Village Manager may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, on February 12, 2019, the Village Commission appointed Dr. Rosado as Interim Village Manager subject to the terms set forth in an Employment Offer Letter dated February 12, 2019; and

WHEREAS, on May 14, 2019, the Village Commission appointed Dr. Rosado as permanent Village Manager subject to negotiation and approval of terms of an Employment Agreement between the Parties; and

WHEREAS, the Parties desire to enter into this Agreement setting forth the terms and conditions of Dr. Rosado's employment as Village Manager.

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the Village and Village Manager agree as follows:

Section 1. Duties

A. The Village Manager shall perform the functions and duties of his position as specified in the Village Charter and Code, and shall perform such other legally permissible and proper duties and functions as the Village Commission shall assign from time to time.

B. The Village Manager shall discharge his duties in accordance with this Agreement, the Village Charter and Code, and any applicable Village employment policies, as may be established and amended from time to time by the Village Manager and/or Commission, and in a professional and respectable fashion as required of Village Managers generally and as required by the standards of the Code of Ethics of the International Village/County Management Association.

C. Village Manager acknowledges that the duties of Village Manager will be variable and may require work after the Village's regular business hours, and on nights, weekends and holidays. Village Manager agrees to devote Village Manager's best efforts and the time and energy necessary to perform fully the duties of Village Manager as required under this Agreement. Village Manager further agrees to be exclusively employed by the Village during the

term of this Agreement; provided, however that the Village Manager may continue teaching and performing occasional consulting work through his Professional Association of other parties who have no business, transactions or matters pending or proposed before the Village so long as such teaching or consulting is disclosed to, and approved by, the Village Commission. In the event that the Village Manager engages in any approved outside teaching or occasional consulting work during the Village's regular business hours, the Village Manager shall be required to use accrued unused vacation time.

D. In the event that Village Manager is temporarily unable to perform his duties, Village Manager shall designate an Acting Village Manager for such length of time as may be needed for Village Manager to resume his/her duties, but in no event for more than thirty (30) consecutive calendar days. The Village Commission reserves the right to nominate and approve an Acting Village Manager that differs from the individual so designated by the Village Manager and shall nominate and approve an Acting Village Manager in the event that the Village Manager is unable to perform his duties for thirty (30) consecutive calendar days or more.

Section 2. Term of Agreement

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the Village or the Village Manager as provided herein. Village Manager acknowledges that employment with the Village is on an at-will basis and that Village Manager shall serve at the pleasure of the Village Commission. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the Village Commission to terminate Village Manager at any time, subject to the Village Charter.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Village Manager to resign at any time from the position of Village Manager, subject only to the provisions set forth in Section 6 of this Agreement.

Section 3. Salary

A. The Village agrees to pay the Village Manager as compensation for his services under this Agreement an initial annual salary of $155,000.00, payable in biweekly installments at the same time as when other Village employees are paid. This salary is subject to all legally required deductions. Beginning October 1, 2019 and each October 1 thereafter that the Village Manager is employed by the Village, the Village Manager shall receive cost of living adjustments in the same amount as other management employees of the Village should the Village authorize cost of living adjustments for all other Village employees.

B. Beginning February 2021, the Village shall annually review the Village Manager's salary and/or other benefits and may increase same and/or provide a performance bonus in such amounts and to such an extent as the Village Commission may determine desirable on the basis of the performance of the Village Manager, in the Village Commission's sole and absolute discretion. Such evaluation shall be in such form as the Commission deems appropriate and may be made each year, prior to October 1st, in accordance with procedures established by Village Commission for the duration of this Agreement. Nothing herein shall require the Village

to increase the compensation and/or other benefits of the Village Manager. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

Section 4. Termination by the Village

A. In the event the Village Commission wishes to terminate the Village Manager, it shall do so in accordance with Section 3.02 of the Charter.

B. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2020, the Village Manager shall receive a lump sum severance pay equal to 10 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2021, the Village Manager shall receive a lump sum severance pay equal to 13 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or before June 13, 2022, the Village Manager shall receive a lump sum severance pay equal to 16 weeks of his regular base salary at the time of termination. In the event the Village Commission wishes to terminate the Village Manager without cause on or after June 13, 2022, Manager shall receive a lump sum severance pay equal to 20 weeks of his regular base salary at the time of termination, The Village shall also continue to pay the premium for the Village Manager's health insurance for the period of time for which he receives severance after the effective date of his termination. The Village shall not provide the Village Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits) shall be paid to the Village Manager within thirty (30) days of the Village Manager's termination, provided the Village Manager first executes a release and waiver of claims releasing the Village from any liability in connection with his employment with the Village.

C. Notwithstanding the provisions of Section 4.B above, in the event Village Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Village shall have no obligation to pay the Village Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Village Charter, or the Village's Conflict of Interest Ordinance.

Section 5. Termination by the Village Manager

A. In the event that the Village Manager voluntarily resigns or retires during the Term of this Agreement, the Village Manager shall provide the Village with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Village Manager under this Section, the Village Manager shall not be entitled to receive severance package, but the Village shall pay the Village Manager for his accrued unused vacation and sick leave (if applicable) calculated at the Village Manager's rate of pay in

effect upon the date of resignation in accordance with Village policy for non-union civilian employees.

B. In the event that the Village Manager voluntarily resigns with less than 60 days' advance written notice, the Village Commission may elect to terminate the Village Manager immediately or allow the Village Manager to continue to serve until the date specified in the Village Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Village Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Village Commission authorizes a payment for accrued unused leave.

C. If the Village Manager is unable to perform his duties as specified in Section 1 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Village Commission may terminate this Agreement. If the Village Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Village Commission may terminate this Agreement. In the event of the Village Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Village Manager shall not be entitled to severance pay.

D. Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the Village Manager or his beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time.

Section 6. Automobile Allowance and Communications Equipment

A. The Village will provide the Village Manager with an automobile allowance of $600.00 per month. The Village also agrees to reimburse Village Manager for mileage for travel outside of Miami-Dade or Broward Counties associated with business of the Village at the same rate as other Village employees are reimbursed.

B. The Village shall provide Village Manager with a cell phone allowance of $150.00 per month, or provided a Village phone.

Section 7. Dues and Subscriptions

The Village agrees to pay Village Manager's professional dues for membership in the International Village/County Management Association and the Florida Village/County Management Association. If the Village Manager is not a member of the International Village/County Management Association, he shall become a member within ninety (90) days of execution of this Agreement. The Village shall pay other dues and subscriptions on behalf of Village Manager as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

Section 8. Professional Development

The Village agrees to pay for the Village Manager's travel and attendance at one (1) conference per year, which shall be one of the following: (1) International Village/County Managers' Association annual conference; (2) Florida Village/County Managers' Association annual conference; (3) the Florida League of Cities' annual conference in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the Village Commission, or (4) another appropriate professional conference of the manager's choosing. The Village may pay for Village Manager's attendance at other seminars, conferences and committee meetings as are approved in the Village's annual budget (on a line item basis) or as authorized separately by the Village Commission.

Section 9. Community Involvement

The Village acknowledges that Village Manager currently participates in community and civic organizations. The Village agrees that Village Manager may continue participation in such organizations during the term of this Agreement, provided that such participation shall be conducted at Village Manager's personal expense. The Village acknowledges that the Village Manager's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If the Village Manager will be away from work for one or more full days as a result of Village Manager's participation in any community or other civic organization, the Village Manager is required to provide advance notice to and receive prior approval from the Mayor of the Village.

Section 10. Vacation, Holidays and Sick Leave

Commencing on the date of approval of this Agreement, the Village Manager shall accrue Vacation in accordance with Village Policy No. 5-05 titled "Management Benefits." The Village Manager shall accrue personal days and Sick Leave in accordance with the Employee Policy Manual. Upon separation of employment, the Village Manager will be eligible for payout for his accrued unused leave in accordance with applicable Village policy, as modified only by Sections 4 and 5 of this Agreement.

The Village Manager shall be entitled to paid holidays off as provided to all other Senior Management Employees of the Village.

Section 11. Health, Dental, Life, Disability and Professional Insurance

A. The Village Manager shall be entitled to Village-sponsored health insurance on the same terms and at the same cost as provided to other Senior Management employees of the Village. Should the Village Manager decline such coverage, he shall be paid an amount equal to the cost to the Village of family coverage, capped at $20,000 per year. Such payment will be made in equal installments in conjunction with the Village's regular pay periods.

B. The Village shall provide the Village Manager with life, accidental death and dismemberment, and short-term and long-term disability insurance coverage to the same extent as such coverages are provided to other Senior Management employees of the Village (as provided under, and subject to terms and conditions of, the Village's applicable group insurance plans).

C. The Village shall provide the Village Manager with professional insurance, including, but not limited to, officers and directors insurance, with such policy and coverage limits as deemed appropriate by the Village's risk management consultant.

Section 12. Retirement

The Village shall implement an ICMA retirement plan for the Village Manager and shall contribute a the same percentage of Village Manager's pay into that account as it contributes to FRS each year for other Senior Management Employees of the Village.

Section 13. Expense Account; Other Customary Benefits

A. The Village Manager shall be entitled to a monthly expense stipend in the amount of $400.00 for expenses incurred by the Village Manager in the performance of his duties. The amount of the stipend may be adjusted by the Village Commission in each annual budget to reflect changes in the consumer price index.

B. The Village shall afford the Village Manager the right to participate in any other benefits or working conditions as provided for the Senior Management Employees of the Village.

Section 14. Indemnification

To the extent permitted by law and as limited by Section 768.28, Florida Statutes for tort actions, the Village shall defend, save harmless and indemnify the Village Manager against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of the Village Manager duties so long as the Village Manager is acting within the scope of his employment. The Village, or its insurance carrier, will defend all such claims and actions at its own cost through competent counsel through administrative, trial, and appellate proceedings pay or settle any such claim or suit or judgment rendered thereon. This Section shall survive cancellation or termination of this Agreement.

Section 15. Bonding

The Village agrees to bear the full cost of any fidelity, indemnity, or other bonds as may be approved by the Village Commission pursuant to the Village Charter.

Section 16. Code of Ethics

The "Code of Ethics" promulgated by the International Village/County Management Association (ICMA) is incorporated herein and by this reference made a part hereof. The Village Manager in the performance of his/her duties agrees to be governed by the referenced Code of Ethics, as may be amended from time to time, and such other ethics policies as are in existence or may be adopted from time to time by the Village.

Section 17. Notice

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

Village	Mayor Brent Latham North Bay Village 1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
With a copy to the Village Attorney	Daniel A. Espino, Esq. Weiss Serota Helfman Cole & Bierman, PL 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, FL 33134
Manager	Ralph Rosado

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

Section 18. Other Terms and Conditions

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the Village Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement and venue for any litigation which may arise that in any way involves this Agreement shall be in Miami-Dade County in a court of competent jurisdiction.

F. Upon Village Manager's death, the Village's obligations under this Agreement shall terminate except for:

1. Transfer of ownership of retirement funds, if any, to his designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement to his designated beneficiaries;
3. Payment of all life insurance benefits in accordance with the Village's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the Village Commission and agreed upon by the Parties. Any approved and agreed upon changes to this Agreement shall be reduced to writing with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred by the Village Manager, except as provided in Section (1)(D) herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, each party in such action or proceeding shall bear their own attorney's fees.

L. Any calculation or computations required herein shall be made by the Village Finance Director, subject to verification by the Village Attorney. The Manager shall be promptly furnished a copy of such calculations my and computations.

M. On any matter which is not covered or addressed by this Agreement or the Village Charter, the general Village personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the Village Attorney.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

VILLAGE MANAGER

RALPH ROSADO

NORTH BAY VILLAGE

BRENT LATHAM, MAYOR

ATTEST:

ELORA RIERA, CMC,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE OF NORTH BAY VILLAGE:

WEISS, SEROTA, HELFMAN,
COLE AND BIERMAN
VILLAGE ATTORNEY

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

TO: Mayor, Vice Mayor, and Village Commissioners
FROM: Ralph Rosado, PhD, AICP, Village Manager
DATE: 5/2/23
SUBJECT: Proposed Changes to Village Manager Contract

It has been my pleasure to serve as your Village Manager for the last four years and three months. I would like to proffer the following items, which represent changes to my current employment contract:

A. Revision of existing terms:

1. I had originally requested that my minimum advance notice period for resignation be reduced from 60 days. After further discussion with Commissioner Cuk, I have agreed to leave that term as is.

2. Section 11A (Health, Dental, Life, Disability and Professional Insurance): I currently opt out of the Village's health insurance and instead receive an amount equal to the cost to the Village of family coverage, *capped at $20,000 per year*. But the village's contribution to family health insurance plans is currently @ $24,320/year. I would like to see the phrase "capped at $20,000 per year" be removed, so that I receive the full value of the village's contribution; from a budgeting perspective, this would be equivalent to me transferring onto the Village's health plan. For this fiscal year, this would represent an allocation of $4,320, to be taken from the Village's Compensation Personnel line item, which currently has $10,000.

B. Proposed new terms:

1. Proposed new Section 3D (Salary): *The Village Manager shall be entitled to a one-time retention bonus of $25,000 on his 5-year anniversary (February 12, 2024).* (I became Interim Village Manager on February 12, 2019 and Village Manager on June 11, 2019, but for all practical purposes I became Manager on the earlier of those two dates.) This would be budgeted for FY23-24 and 24-25 (every three months beginning in February 2024), not the current FY.

2. Proposed amendment to Section 4A (Termination by the Village):

   The Employee may be removed by the affirmative vote of no less than three Commission Members, but such removal shall not take place within 90 days after any election at which any Commission Member is elected to office.

3. Proposed Section 4D (Termination by the Village): I would like to see a clause added to the effect of: *Upon separation, neither party shall make disparaging statements – verbally or in writing – about the other.*

MIAMI-DADE MANAGERS

City	Population	Salary	Car Allowance	Monthly Expense Account	Other Benefits
North Bay Village	8,206	$196,560	$600	$400	
Aventura	35,762	$245,195	$500	remibursed	
Bal Harbour	2,513	$325,000	$600	reimbursed	$25K retention bonus after 5 years; no termination within 90 days of an election
Bay Harbor Islands	5,628	$265,000	$500	reimbursed	$100K as an interest-free loan forgiven at rate of $20K/year subject to maintaining employment with Town
Biscayne Park*	3,089	$100,000	$400	reimbursed	
Coral Gables	46,780	$275,576	$650	info pending	
Cutler Bay	40,286	$249,766	$600	reimbursed	
Doral	75,966	$238,442	$700 or city vehicle: @$800-$1,000 value	$500	
El Portal	2,066	$116,000	$420	reimbursed	
Golden Beach	919	$275,863	$1,111	reimbursed	Bonus: $40K annually at discretion of council and $15K upon completion of CIP
Homestead	78,885	$208,000	$750	reimbursed	
Indian Creek	82	$150,000	City vehicle: @$800-$1,000 value	reimbursed	
Key Biscayne	12,344	$215,130	$250	reimbursed	
Miami	399,457	$380,792	City vehicle: @$800-$1,000 value	reimbursed	
Miami Beach	87,779	$336,192	$800	reimbursed	Bonus: 10% of salary
Miami Gardens	110,867	$285,000	$600	reimbursed	
Miami Lakes	29,361	$215,000	$650	reimbursed	
Miami Shores	10,493	$204,273	City vehicle: @$800-$1,000 value	reimbursed	
Miami Springs*	13,809	$175,000-$195,000 base	TBD	TBD	TBD
North Miami	59,229	$252,000	$750	$800	

North Miami Beach	42,507	$234,333	City vehicle: @$800-$1,000 value	reimbursed	$15K retention bonus after 5 years; no termination within 90 days of an election
Opa-locka	16,608	$162,200	City vehicle: @$800-$1,000 value	reimbursed	
Palmetto Bay	23,410	$189,370	$550	reimbursed	$10,000 for moving expenses
Pinecrest	18,223	$247,396	$600	reimbursed	
South Miami	11,657	$245,000	$600 or city vehicle: @$800-$1,000 value	reimbursed	
Sunny Isles Beach	20,832	$216,300	$600	reimbursed	
Surfside*	5,744	$220,000-$260,000 base	TBD	TBD	TBD
West Miami*	7,058	TBD	TBD	TBD	TBD

NON-NBV MEAN	$234,660	$687
NON-NBV MEDIAN	$238,442	

* These municipalities are currently seeking managers; as a result, salary and/or benefits are undetermined or to be negotiated.

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Commissioner Andy Rotondaro

SUBJECT: A Resolution Accepting Easements from Properties for Island Walk and Seawalls - *Sponsored by Commissioner Andy Rotondaro*

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FORM OF A GRANT OF EASEMENT RELATED TO THE ISLAND WALK AT THE FOLLOWING PROPERTIES: (1) 7910 WEST DRIVE (GATOR HARBOR WEST, LTD.), (2) 1725 KENNEDY CAUSEWAY (1725 KENNEDY CAUSEWAY OWNER LLC), AND (3) 1819/1855 KENNEDY CAUSEWAY (NORTH BAY VILLAGE HOLDINGS, LLC); PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Village has received seawall and/or Island Walk funding from the Florida Department of Environmental Protection's Resilient Florida Program as well as the Florida Department of Transportation and is under consideration for a grant from the Florida Inland Navigation District. All three agencies require that the private properties that will benefit from the grant funding have easement agreements recorded, allowing (1) the Village access to undertake capital improvements on said properties and (2) the public to have access to the Island Walk segments to be improved.

Staff is seeking the Village Commission consideration to accept the form of easement agreement for the following properties:

* 7910 West Drive (gator Harbor West, LTD)
* 1725 Kennedy Causeway (1725 Kennedy Causeway Owner, LLC)
* 1819/1855 Kennedy Causeway (North Bay Village Holdings, LLC)

This item allows the Village to accept such easements as requested from the Village.

It is recommended that the Village Commission approve the proposed resolution approving the form of a grant of easement for the reference properties.

Approval of this item promotes the Pillar of Livability of the NBV 100 Plan.

Livability

By centering on people – residents, business owners and visitors – North Bay Village will become a more attractive place to work, live and do business. The NBV100 Livability pillar puts the focus on place making in four ways:

- Prioritizing people over cars,
- Embracing the waterfront,
- Improving the quality of life, and
- Refreshing the NBV identity.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution Accepting Island Walk Grant of Easements.DOCX
Resolution Exhibit A - Island Walk Easement (Seawall Construction) v4 - clean.docx

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE FORM OF A GRANT OF EASEMENT RELATED TO THE ISLAND WALK AT THE FOLLOWING PROPERTIES: (1) 7910 WEST DRIVE (GATOR HARBOR WEST, LTD.), (2) 1725 KENNEDY CAUSEWAY (1725 KENNEDY CAUSEWAY OWNER LLC), AND (3) 1819/1855 KENNEDY CAUSEWAY (NORTH BAY VILLAGE HOLDINGS, LLC); PROVIDING FOR AUTHORIZATION; PROVIDING FOR ACCEPTANCE OF EASEMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gator Harbor West, Ltd., 1725 Kennedy Causeway Owner LLC, and North Bay Village Holdings, LLC, (collectively, the "Owners") are the owners of the properties located at 7910 West Drive, 1725 Kennedy Causeway, and 1819-1855 Kennedy Causeway, respectively (collectively, the "Properties"); and

WHEREAS, North Bay Village (the "Village") wishes to provide the public with access to and use of a public shoreline walkway known as the Island Walk over and across the waterward portion of the Properties; and

WHEREAS, the Village has submitted an application to the State of Florida Department of Environmental Protection (the "State") for the issuance of a grant that would partially fund construction to increase the elevation of approximately 4,000 linear feet of seawall as part of a project known as the "North Bay Village Coastal Resiliency Project" (the "Grant"); and

WHEREAS, if the State awards the Village the Grant, then upon receipt of the Grant proceeds (the "Proceeds"), the Village will fund the design, permitting, and construction of new seawalls at various locations in the Village, consistent with the Grant Agreement to be entered into between the Village and the State; and

WHEREAS, in order to protect and preserve the value of their respective properties, the Owners wish to rebuild the existing seawalls which run on the perimeter of the Properties (the "Seawall"); and

WHEREAS, upon receipt of the Proceeds and subject to the terms of any applicable development agreements with the respective Owners, the Village is willing to

use a portion of such Proceeds for the design, permitting, and reconstruction of the Seawalls in exchange for an easement on a portion of the Owners' Properties that would give the Village the right, but not the obligation, to design, permit, construct, maintain, and operate the Island Walk on a dedicated Easement Area, all as more fully set forth in an "Island Walk Easement Agreement," the form of which is attached hereto as "Exhibit A" (collectively, the "Agreement"); and

WHEREAS, the Village Manager is negotiating the Agreement with the Owners of the Properties; and

WHEREAS, the Village Commission desires to approve the form of the Agreement; authorize the Village Manager to finalize negotiations with the Owners of the Properties and to make such material and non-material changes to the form of the Agreement as may be in the Village's best interest, subject to the terms of any applicable development agreements and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; accept the negotiated Agreements from the Owners of the Properties, subject to final negotiations by the Village Manager and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and authorize the Village Manager to expend such Proceeds that may be awarded by the State pursuant to the Grant for the purposes set forth in the form of the Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, 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 Commission approves the form of Agreement attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to finalize negotiations with the Owners of the Properties and to make such material and non-material changes to the form of the Agreement as may be in the Village's best interest, subject to the terms of any applicable development agreements

and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Acceptance. That the Village Commission hereby accepts the Agreements from the Owners of the Properties, subject to final negotiations by the Village Manager and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 5. Implementation. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution, including the expenditure of such Proceeds that may be awarded by the State pursuant to the Grant for the purposes set forth in the form of the Agreement.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

This instrument was prepared by and return to:

[NAME OF ATTORNEY]
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce De Leon Boulevard, Suite 1200
Coral Gables, Fl 33134

Folio:

ISLAND WALK EASEMENT AGREEMENT

THIS ISLAND WALK EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this ____ day of _____, 2023 (the "**Effective Date**") by **[NAME OF PROPERTY OWNER]**, a Florida **[ENTITY TYPE]** (hereinafter, collectively the "**Owner**"), to and in favor of **NORTH BAY VILLAGE** (hereinafter the "**Village**"), a municipal corporation of the State of Florida, with an addres of 1666 Kennedy Causeway, Third Floor, North Bay Village, FL 33141. The Owner and the Village may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, Owner is the owner in fee simple of the Property legally described and depicted in **Exhibit "A,"** which is attached hereto and made a material part hereof (the "**Property**");

WHEREAS, the Village wishes to provide the public with access to and use of a public shoreline walkway over and across the waterward portion of the Property (the "**Island Walk**");

WHEREAS, the Village has submitted an application to the State of Florida – Department of Environmental Protection (the "**State**") for the issuance of a grant that would partially fund construction to increase the elevation of approximately 4,000 linear feet of seawall as part of a project known as the "North Bay Village Coastal Resiliency Project" (the "**Grant**");

WHEREAS, if the State awards the Village the Grant, then upon receipt of the Grant proceeds (the "**Proceeds**"), the Village will fund the design, permitting, and construction of new seawalls at various locations in the Village, consistent with the Grant Agreement to be entered into between the Village and the State;

WHEREAS, in order to protect and preserve the value of its property, Owner wishes to rebuild the existing seawall which runs on the perimeter of the Property (the "**Seawall**");

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WHEREAS, upon receipt of the Proceeds, the Village is willing to use a portion of such Proceeds for the design, permitting, and reconstruction of the Seawall in exchange for an easement on a portion of the Owner's property that would give the Village the right, but not the obligation, to design, permit, construct, maintain, and operate the Island Walk on the Easement Area;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which Owner hereby acknowledges, the Parties hereby agree to the following:

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. Grant of Easement. Owner hereby grants to the Village and the public a perpetual, non-exclusive easement (the "Easement") over, across, under, and within the most waterward 18 feet of the Property (the "Easement Area"), which shall at all times include a walkway, landscaping, and other amenities within the most waterward 18 feet of the Property extending the entire perimeter of the Property. The Easement Area shall be used by the Village for (1) constructing the Seawall; and (2) the right, but not the obligation, to construct, maintain, and operate the Island Walk. Furthermore, Owner hereby grants the public with a right of pedestrian access, upon completion of the portion of the Island Walk on the Property, over the Easement Area consistent with the Village's regulations for the Island Walk, including permitted times. Owner further grants a public easement in the Easement Area to allow ingress and egress for police, maintenance, sanitation, and emergency personnel. The Easement is subject to the following conditions:

(a) Members of the public shall have non-exclusive use of the Island Walk located within the Easement Area solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

(b) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution.

(c) Owner shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Owner deems appropriate;

(d) Upon thirty (30) days prior written notice to the Village, use of the Island Walk may be subject to temporary disruption as Owner may reasonably designate in connection with activities Owner conducts, such as construction or repairs, and other activities conducted on portions of the Property. Owner agrees to reasonably cooperate with the Village in order to minimize interference with the public access to the Island Walk;

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(e) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and to the extent permitted by Florida Law;

(f) Owner shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with North Bay Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation.

3. Island Walk Construction.

(a) The Village shall have the right, but not the obligation, to design and construct the Island Walk, landscaping, and related improvements within the Easement Area (the "**Island Walk Construction**").

(b) The Village shall have the right to remove any improvements located within the Easement Area, including, but not limited to, any existing fences or barriers.

(c) The Village shall, in its sole and absolute discretion, select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, and geotechnical engineers along with the general contractor and subcontractors, and other consultants and professionals for the Island Walk Construction, as appropriate.

(d) The Village shall promptly review and pay all payment applications and invoices from the general contractor, architects, engineers, and all other consultants, professionals and material suppliers, retained by the Village in connection with the Island Walk Work.

(e) The Owner hereby authorizes the Village to execute documentation on the Owner's behalf as may be required by a governmental or permitting agency from time to time in connection with permits or other approvals necessary to implement the Island Walk Construction or the Work, as defined below.

(f) During performance of the Island Walk Construction and within the hours allowed in §96.04 of the Village's Code of Ordinances, Owner shall grant access to the Village for purpose of performing the Island Walk Construction, including, without limitation, for the delivery of materials and access of construction personnel and equipment. The Village shall reasonably coordinate with the Owner to establish protocols for access to the Easement Area.

4. Seawall Reconstruction.

(a) In consideration for the Easement, the Village agrees to use a portion of the Proceeds to pay for the reconstruction of the Seawall in accordance with the specifications set forth in the work letter attached hereto as **Exhibit "C"** (such work, the "**Seawall Work**" and, together, with the Island Walk Construction, the "**Work**").

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(b) The Village shall, in its sole and absolute discretion, select and retain all contractors and consultants including: architectural, civil, structural, mechanical, electrical, and geotechnical engineers along with the general contractor and subcontractors, and other consultants and professionals for the Seawall Work, as appropriate.

(c) The Village shall promptly review and pay all payment applications and invoices from the general contractor, architects, engineers, and all other consultants, professionals and material suppliers, retained by the Village in connection with the Seawall Work.

(d) Construction of the Seawall is expected to be completed by [EXPECTED COMPLETION DATE]. However, Owner acknowledges and agrees that this is only an estimate and that the Village may need additional time to complete the Seawall Work.

(e) During performance of the Seawall Construction and within the hours allowed in §96.04 of the Village's Code of Ordinances, Owner shall grant access to the Village for purpose of performing the Seawall Construction, including, without limitation, for the delivery of materials and access of construction personnel and equipment. The Village shall reasonably coordinate with the Owner to establish protocols for access to the Easement Area.

5. Failure to Commence Seawall Work. Owner shall have the right to terminate this Agreement and the Easement, if the Village has failed to commence Seawall Work within [OUTSIDE DATE] and such failure continues after six (6) months from the Village's receipt of the Owner's notice of its intent to terminate the Agreement and the Easement. For purposes of this Section, Seawall Work shall be deemed to have commenced when the Village has applied for permits related to the performance of the Seawall Work.

6. Buildout Insurance. Prior to commencing the Work, the Village shall obtain (1) builder's risk insurance for the full replacement cost of the Seawall; and (2) general liability insurance in such form and amounts as set forth in **Schedule 1** of this Agreement and shall maintain such coverage in place at all times that any portion of the Work is being performed. The Village shall provide Owner with evidence of coverage in the form of certificates or policies of insurance naming the Owner as "additional insured" and stating that Owner shall be given at least 30 days prior written notice of any cancellation, lapse or material modification of said coverage.

7. Maintenance.

(a) Island Walk.

1. Owner Obligation to Maintain Island Walk. Upon completion of the Island Walk Construction, the Owner shall perpetually maintain the Island Walk on the Easement Area in good, clean and first-class condition. "First Class Condition" shall require, at a minimum, that the replacement materials used on the Island Walk shall be of better or equal quality than those used in the initial construction. In order

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to promote and maintain consistency and aesthetical standards on the Island Walk, the Village may impose the use of specific materials, including, without limitation [POSSIBLE MATERIALS]. Prior to performing any maintenance that may alter the physical appearance of the Island Walk on the Easement Area, the Owner shall seek the Village's consent and agrees to abide to any reasonable conditions or directives issued by the Village as a condition for approval.

2. Village's Power to Repair Island Walk. The Village shall have the power, but not the obligation, to repair the Island Walk upon giving the Owner thirty (30) days written notice of any necessary repairs and Owner's failure to perform the repairs within an additional thirty (30) day period. The cost of such repairs performed by the the Village shall be charged to, and shall be reimbursed by, the Owner within thirty (30) days after receipt of an invoice from the Village. The Village shall have the right to take immediate action to close the Easement Area and remedy or repair any condition therein that the Village determines, in its absolute discretion, is unsafe or dangerous and/or threatens public safety or damage to property. The Village shall have the power, but not the obligation, to take immediation action to remedy such an emergency situation and, upon so doing, shall provide Owner notice of the emergency condition and the corrective action taken by the Village as soon as practicable. Owner shall also be responsible for the cost of such repairs, and the Village shall invoice Owner as outlined above.

(b) Owner Responsible for Seawall Maintenance and Repairs. Notwithstanding anything to the contrary contained in this Agreement, upon completion of the Seawall Work, the Owner shall be solely responsible to perform any maintenance or repairs to the Seawall and the Village shall bear no responsibility to perform any maintenance or repairs thereto.

8. Covenants of Owner. Owner hereby warrants, represents and covenants (a) that Owner is the owner of fee simple title to the Property in which the Easement Area is located, (b) that Owner has full right and lawful authority to enter into this Agreement and to grant and convey the Easement to the Village, (c) that the execution of this Agreement has been duly authorized by all requisite corporate action on the part of Owner; (d) that this Agreement constitutes a legal, valid and binding obligation of Owner enforceable against Owner in accordance with its terms; (e) that the execution of this Agreeement will not conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of Owner; (f) that the Village and public shall have quiet and peaceful non-exclusive use and enjoyment of the Easement; and (g) that Owner will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

9. Remedies for Breach. Owner and the Village shall each have the right to enforce the terms of this Agreement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance, following thirty (30) days written notice and the opportunity to cure within that period. Subject in any case to Section 20, if either Party shall bring any action or legal proceeding for an alleged breach of any provision of this

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Agreement, or to terminate this Agreement or otherwise to enforce this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, court costs and expert fees (including costs of collection), at both trial and appellate levels; including bankruptcy proceedings. **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.**

10. Successor and Assigns. This Agreement shall be binding upon Owner and its successors and assigns. This Agreement shall inure to the benefit of and be binding upon the the Village. It is expressly recognized that this Agreement is being accepted by the the Village for the benefit of the public's access and use of the Easement Area.

11. Joint Preparation. Owner and the Village participated fully in the preparation of this instrument and received the advice of their respective legal counsels. Consequently, in case of a dispute concerning the interpretation of any provision hereof, this Agreement will not be interpreted or construed against any party.

12. Covenant Running with the Land. This Agreement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Owner or the Village, as the case may be, and their respective heirs, successors, and/or assigns, including without limitation, all subsequent owners of the Property and all persons claiming by, through, and under them.

13. Recordation; Modifications; Time; Waiver. This Agreement shall be recorded by and at the expense of the Village in the Public Records of Miami-Dade County, Florida. All amendments, modifications, changes, alterations and supplements to this Agreement must be in writing and executed by both Owner and the Village with the same formality as this document in order to be deemed valid and enforceable. 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.

14. Notices. 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.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

16. Merger. 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.

DRAFT

17. Further Assurances. The Parties agree to execute, upon the request of the other party, any new or corrective document(s) or instrument(s) deemed by the requesting Party to be necessary in order to effectuate the Covenants set forth herein.

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. 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 state court in Miami-Dade County, Florida.

20. Sovereign Immunity. 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.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, Owner has executed and delivered this Agreement on the day and year written in the first paragraph.

OWNER:

In the presence of:

1725 KENNEDY CAUSEWAY OWNER LLC, a Delaware limited liability company:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

Dated this ___ day of _____, 2023.

_____

Witness #2 Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this__day of_____, 2023, by____, as___of **1725 KENNEDY CAUSEWAY OWNER LLC**, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

_____

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

ATTEST:

NORTH BAY VILLAGE,
a Florida Municipal Corporation

By: _____ By: _____

Alba L. Chang, CMC
Village Clerk

Dr. Ralph Rosado, Ph.D., AICP
Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF NORTH BAY VILLAGE

By: _____

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

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EXHIBIT A
PROPERTY LEGAL DESCRIPTION

The Easterly 150.00 feet of the Westerly 1500.00 feet of the following described tract of land, as measured along a line running at right angles to the Westerly line of said Tract:

COMMENCING at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, as shown on the map of Highway Right-of-Way of proposed Northeast Seventy-Ninth Street Causeway, which same is recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida; thence run North 88° 41' 24" East, a distance of 1,960.00 feet; thence North 01° 37' 08" West, a distance of 50.00 feet to the POINT OF BEGINNING;

THENCE continue North 01° 37' 08" West, a distance of 129.73 feet to the point of curve of a curve to the right;

THENCE to the right along said curve, having an interior angle of 90° 18' 32" and a radius of 50.00 feet, for an arc distance of 78.809 feet to the point of tangency;

THENCE North 88° 41' 24" East, a distance of 2,169.97 feet to the point of curvature of a curve to the right;

THENCE to the right along said curve, having an interior angle of 44° 32' 45" and a radius of 600.00 feet, for an arc distance of 466.483 feet to a point of tangency;

THENCE South 46° 45' 51" East, a distance of 102.18 feet to the point of intersection with the Northerly line of the existing right-of-way of said Northeast Seventy-Ninth Street Causeway;

THENCE in a Southwesterly, Northwesterly and Westerly direction along the Northerly line of said existing right-of-way to the POINT OF BEGINNING.

LESS and EXCEPT any portion of the above described lands used for public right-of-way.

Said lands being also described as follows:

COMMENCING at the one-half mile post on the West line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, as the same is shown on the Map of Highway Right-of-Way Proposed Northeast Seventy-Ninth Street Causeway, according to the Plat thereof, as recorded in Plat Book 25, Page 70, of the Public Records of Miami-Dade County, Florida; thence run North 88° 41' 24" East along the centerline of the aforesaid Northeast Seventy-Ninth Causeway, for a distance of 3,310.00 feet to a point; thence run North 01° 37' 08" West, for a distance of 50.00 feet to a point on the North right-of-way line of the aforesaid Northeast Seventy-Ninth Causeway and the POINT OF BEGINNING;

THENCE continue North 01° 37' 08" West, for a distance of 180.00 feet to a point;

THENCE run North 88° 41' 24" East, for a distance of 150.00 feet to a point;

THENCE run South 01° 37'08" East, for a distance of 180.00 feet to a point on the North right-of-way line of the aforesaid Northeast Seventy-Ninth Street Causeway;

THENCE run South 88° 41' 24" West along the North right-of-way line of the aforesaid Northeast Seventy-Ninth Street Causeway, for a distance of 150.00 feet to the POINT OF BEGINNING.

LESS and EXCEPT any portion of the above described lands used for public right-of-way.

EXHIBIT C
SEAWALL SPECIFICATIONS

DRAFT

ITEM NO. 11.J

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Commissioner Rachel Streitfeld

SUBJECT: **A Resolution Supporting a Proposed Florida Constitutional Amendment Creating a Fundamental Right to Clean and Healthy Waters - *Sponsored by Commissioner Rachel Streitfeld***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING A PROPOSED FLORIDA CONSTITUTIONAL AMENDMENT PROVIDING FOR THE RIGHT TO CLEAN AND HEALTHY WATERS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

North Bay Village understands the fundamental right to clean and healthy waters. Healthy and clean wetlands, surface waters, and groundwater are vital to the maintenance of water quality, to a diversity of aquatic and terrestrial flora and fauna, to recreational opportunities, property rights, economic interests, and to the quality of life in North Bay Village and Miami-Dade County.

The Mayor and Commission of North Bay Village support equitable remedies to protect water within Miami-Dade County and throughout Florida, including enshrining the right to clean and healthy waters in the Florida Constitution.

Approval of this item promotes the Resilience Pillar of the NBV 100 Plan.

Resilience

Adaptive, proactive measures on climate change are necessary for our water-privileged

community. NBV100 initiatives prepare for further environmental changes through three stages:

- Created in water,
- Thriving with water, and
- Protected from water

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution Supporting Proposed Constitutional Amendment for a Right to Clean and Healthy Waters.DOCX

Proposed 2024 Florida Constitutional Amendment Right to Clean and Healthy Waters.pdf

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING A PROPOSED FLORIDA CONSTITUTIONAL AMENDMENT PROVIDING FOR THE RIGHT TO CLEAN AND HEALTHY WATERS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Commission believes in a fundamental right to clean and healthy waters and supports collaborative efforts to protect and preserve Florida's water resources for future generations; and

WHEREAS, healthy and clean wetlands, surface waters, and groundwater are vital to the maintenance of water quality, to a diversity of aquatic and terrestrial flora and fauna, to recreational opportunities, property rights, economic interests, and to the quality of life in the Village and Miami-Dade County (the "County"); and

WHEREAS, the Village Commission supports equitable remedies to protect water within the County and throughout Florida, including enshrining the right to clean and healthy waters in the Florida Constitution; and

WHEREAS, the Village is the "Heart of the Bay" and Biscayne Bay is designated as an "Outstanding Florida Water" worthy of special protection because of its natural attributes, but is steadily declining in seagrass coverage and overall ecological health; and

WHEREAS, the County is actively pursuing a Reasonable Assurance Plan to remedy the decline of Biscayne Bay and restore water quality in Biscayne Bay; and

WHEREAS, surface water and groundwater protection are paramount concerns, and the Village desires to protect these natural resources; and

WHEREAS, wetlands provide the important benefits of maintaining and improving water quality by functioning as filtering systems, removing sediment, nutrients, and pollutants from water, recharging groundwater, and reducing impacts from flooding events; and

WHEREAS, the health of Biscayne Bay is critical to the economy of the County, and property values, and quality of life in the Village; and

WHEREAS, FloridaRighttoCleanWater.org (the "Sponsor") has proposed a Florida constitutional amendment titled, "Right to Clean and Healthy Waters" to create a fundamental right to clean and healthy waters (the "Amendment"); and

WHEREAS, the Amendment's ballot summary provides that the Amendment: may be used to sue State executive agencies for harm or threatened harm to Florida's waters, which include aquatic ecosystems; defines terms; identifies affected constitutional provisions in Article IV governing the executive branch; provides for civil action enforcement; allows attorney's and expert witness fees to prevailing plaintiffs; and provides equitable remedies including restoration of waters; and

WHEREAS, the Village Commission wishes to express its support for the proposed Amendment; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Support. That the Village Commission hereby expresses its support for the proposed Amendment.

Section 3. Transmittal. That the Village Clerk is directed to transmit a copy of this Resolution to the Office of the County Mayor, the Board of County Commissioners, and the Miami-Dade League of Cities.

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

PASSED AND ADOPTED on this _____ day of _____, 2023.

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

CONSTITUTIONAL AMENDMENT FULL TEXT

Ballot Title: Right to Clean and Healthy Waters

Ballot Summary: This amendment creates a fundamental right to clean and healthy waters. The amendment may be used to sue State executive agencies for harm or threatened harm to Florida's waters, which include aquatic ecosystems. This amendment defines terms, identifies affected constitutional provisions in Article IV governing the executive branch, provides for civil action enforcement, allows attorney's and expert witness fees to prevailing plaintiffs, and provides equitable remedies including restoration of waters.

Article and Section Being Created or Amended: Article I, Section 28

Full Text of the Proposed Amendment: SECTION 28. **Right to Clean and Healthy Waters**.—

(a) PURPOSE. Waters sustain all forms of life. Clean and healthy waters protect and promote substantial interests, including human health, safety and welfare, native fish and wildlife, conservation of natural resources, outdoor recreation, aesthetic values, business opportunities, property values, and economic interests throughout the State. Although considerable attention has been given to protect and conserve waters in the State, including Article II, Section 7 of this Constitution and a comprehensive body of State environmental laws and regulations, such attention has not corrected the continuing decline in the condition of waters in the State. The poor condition of many important waters throughout the State has led the people of Florida, in their inherent political power, to create this fundamental right to clean and healthy waters. State executive agencies are instrumental to the effort to protect Florida waters from harm and threatened harm. Consequently, to promote the interests of Florida's people, businesses, organizations, communities, and economies in clean and healthy waters, this Section provides for equitable remedies against the actions or inactions of State executive agencies that harm or threaten harm to Florida waters, with the goal of clean and healthy waters and the aspiration that waters in the State will one day flourish.

(b) DECLARATION OF RIGHT. The people have the inherent political power pursuant to Article I, Section 1 of this Constitution to create the fundamental right to clean and healthy waters. The people hereby declare this fundamental right, which is indefeasible.

(c) HARM PROHIBITED. It shall be unlawful, and considered a violation of the right to clean and healthy waters, for a State executive agency, as defined herein, to harm or threaten to harm Florida waters by action or inaction, including by regulation, rule, policy, plan, standard, permit, practice including management practice, activity, agreement, memorandum of understanding, order, or by inaction that permits harm or threatened harm about which the State executive agency knew or should have known.

(d) ENFORCEMENT

(1) A person, as defined herein, may bring a civil action for injunctive or declaratory relief in a court of competent jurisdiction against a State executive agency for violating this Section. Exhaustion of administrative remedies and notification time periods shall not be required. A plaintiff is not required to allege special or direct injury to state a claim.

(2) Any violation under this Section will be considered de novo. Due to the fundamental nature of this right, to avoid liability where a violation is shown, a State executive agency shall be required to demonstrate that its action or inaction, as described in subsection (c), was necessary to promote a compelling government interest and was narrowly tailored to advance that interest. Where a party's action or inaction is found to be a substantial factor in a violation of this Section, that party shall be liable for the violation and shall not avoid liability on the basis that the action or inaction of another party or nonparty has also contributed to the violation.

Initiative Information

Date Approved 04/22/2022 **Serial Number** 22-02

Sponsor Name: FloridaRighttoCleanWater.org
Sponsor Address: 13300 South Cleveland Avenue, Suite 56, Fort Myers, FL 33907

(3) A prevailing plaintiff shall be entitled to appropriate declaratory relief and to such equitable relief as may be appropriate to remedy the violation including, without limitation, injunctive relief to restore waters to the condition that existed prior to the proven violation. In addition, a prevailing plaintiff shall be entitled to reasonable attorney's and expert witness fees.

(e) DEFINITIONS. For purposes of this Section, the following words and terms shall have the stated meanings:

(1) "Clean and healthy waters" are waters free from harm, or threat of harm, that occurs after the effective date of this Section. Indicators of clean and healthy waters include water quality safe for native fish and wildlife and human recreation, and regarding drinking water sources, safe for human consumption; sufficient habitats, water filtration, and element cycling to support thriving populations and diverse communities of native fish and wildlife; natural flow regimes, to include recharging ground or underground water; and other ecological processes and functions to be intact.

(2) "Harm" means the introduction of pathogens, contaminants, or toxins into waters or the disruption of natural hydrological or ecological processes or functions of waters. This term includes but is not limited to such chemical, biological, or physical stressors to waters that contribute to unnatural water levels or nutrient loads; that remove, fragment, or degrade habitat of native fish or wildlife; that disturb vegetation or soil near the edge of waters; that introduce exotic or invasive species; that obstruct or divert natural flow; that overexploit native species; and that negatively affect the health of humans or of native fish or wildlife.

(3) "Person" means any individual, partnership, joint venture, corporation; any group of the foregoing to include nonprofit organizations; any tribal entity; or any government entity.

(4) "State executive agencies" shall mean the following governmental entities and officers: The Governor; the Cabinet and members of the Cabinet; each State executive officer and State executive department, and each State executive departmental unit described in Section 20.04, Florida Statutes; the Fish and Wildlife Conservation Commission; each water management district; and each officer and governmental entity of the executive branch having statewide jurisdiction or jurisdiction in more than one county.

(5) "Waters" refers to the aquatic ecosystems of aquifers, bays, creeks, estuaries, estuarine systems, lagoons, lakes, rivers, riverine systems, springs, streams, wetlands, intracoastal and coastal waters within the boundaries of the State of Florida and shall include the natural tributaries and artificial waterways which impact these water bodies. This term shall include fresh, brackish, saline, tidal, surface, ground and underground water associated with these water bodies.

(f) OTHER CONSTITUTIONAL PROVISIONS. This Section affects constitutional provisions of the executive branch: Article IV, Section 1 (Governor); Article IV, Section 4 (Cabinet); Article IV, Section 6 (Executive departments); Article IV, Section 9 (Fish and Wildlife Conservation Commission).

(g) SELF-EXECUTING. Implementing legislation is not required to enforce this Section. This Section is remedial and shall be given a liberal construction to fully effectuate its purpose.

(h) EFFECTIVE DATE. This Section shall become effective immediately upon approval by the electors of Florida.

(i) SEVERABILITY. If any part of this Section, or the application of this Section to any person or circumstance, is held invalid, the remainder of this Section, including the application of such part to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the parts of this Section are severable.

Initiative Information

Date Approved 04/22/2022 **Serial Number** 22-02

Sponsor Name: FloridaRighttoCleanWater.org
Sponsor Address: 13300 South Cleveland Avenue, Suite 56, Fort Myers, FL 33907

ITEM NO. 11.K

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **A Resolution Terminating the Declaration of State of Emergency Relating to Majestic Isles Condominium Located at 7946 East Drive - *Village Manager Ralph Rosado, PhD, AICP***

RECOMMENDATION

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING EMERGENCY ORDER NO. 23-01 DECLARING A STATE OF EMERGENCY RESULTING FROM THE UNSAFE STRUCTURES DETERMINATION AND EVACUATION ORDER FOR THE MAJESTIC ISLES CONDOMINIUM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On April 19, 2023, the Village's Chief Building Official issued an Unsafe Structures Order informing the Majestic Isle Condominium Association, Inc. that the property violations met the physical criteria for an unsafe building under Section 8-5(b)(2)(iv) and accordingly, declared the building unsafe for continued occupancy and ordered the evacuation of the property until the condominium makes the necessary repairs to the property.

On April 24, 2023, the Village Manager issued Emergency Order No. 23-01, declaring a State of Emergency in connection with the unsafe structures determination and evacuation order. At the April 24, 2023 Special Village Commission Meeting, the Village Commission adopted Resolution No. 2023-063, confirming the Village Manager's Declaration of a State of Emergency and authorizing the Village Manager to provide temporary emergency housing assistance to displaced Village residents in an amount not to exceed $15,000.

In accordance with §54.06 of the Village Code, the attached resolution terminates the

Declaration of State of Emergency related to the Majestic Isles Condominium located at 7946 East Drive as the conditions supporting the Declaration have been addressed through the provision of temporary emergency housing to displaced Village residents.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined

PERSONNEL IMPACT
NONE

ATTACHMENTS
2023-01-NBV Declaration of a State of Emergency - Majestic Isles.pdf
Resolution Terminating Declaration of State of Emergency - Majestic Isles Condominium.DOCX

NORTH BAY VILLAGE, FLORIDA
OFFICE OF THE VILLAGE MANAGER
EMERGENCY ORDER NO. 23-01
DECLARATION OF A STATE OF EMERGENCY
(MAJESTIC ISLES CONDOMINIUM)

On April 14, 2023, North Bay Village's (the "Village") Chief Building Official conducted a Building Recertification inspection for the condominium building located at 7946 East Drive (the "Property") pursuant to Section 8-11 of the Miami-Dade County ("County") Code of Ordinances. As a result of the Property inspection, the Village's Chief Building Official determined that the floors within various units were suffering from excessive sagging of the floor decking due to the deterioration from colonization of wood-boring insects and over-stressing from installation of ceramic tile flooring resulting in deflection beyond the limits permitted under the Florida Building Code.

On April 19, 2023, the Village's Chief Building Official issued an Unsafe Structures Order (the "Order") informing the Majestic Isle Condominium Association, Inc. (the "Condominium") that the Property violations met the physical criteria for an unsafe building under Section 8-5(b)(2)(iv) and accordingly, declared the building unsafe for continued occupancy and ordered evacuation of the Property until the Condominium makes the necessary repairs to the Property. *See* Order at Exhibit A, attached hereto and incorporated herein.

The Village has a duty to safeguard the life and property of its citizens and to protect the health, safety, and welfare of persons or property affected by extreme conditions. The evacuation of Village residents from the Property pursuant to the Order has created sudden, extreme conditions in the form of displaced Village residents of the Property. The displaced Village residents require temporary emergency housing assistance.

As Village Manager of North Bay Village, I, Dr. Ralph Rosado, Ph.D., AICP, exercise the authority given to me under Chapter 54 of the Village Code, declare a State of Emergency for the Property located within North Bay Village. This state of emergency shall continue in effect from day to day until declared to be terminated by the Village Commission or me in accordance with Section 54.06 of the Village Code. This Declaration is limited to the Property and does not extend to any other areas of the Village.

Pursuant to this Declaration, further orders may be issued to protect the health, safety, and welfare of the Village in accordance with Chapter 54 of the Village Code. I hereby direct all Village departments to take whatever steps necessary to protect life and

property, public infrastructure, and provide such emergency assistance deemed necessary.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of North Bay Village to be affixed this 24th day of April, 2023 at 6:00 p.m. (EST).

DR. RALPH ROSADO, PH.D., AICP
VILLAGE MANAGER

ATTEST:

ALBA L. CHANG,
VILLAGE CLERK

EXHIBITS

- Exhibit "A" – North Bay Village's Unsafe Structures Order dated April 20, 2023
- Exhibit "B" – Vector Engineering Services Report dated April 19, 2023

POSTED

- Village Hall, Village Website
- Majestic Isles Condominium, 7946 East Drive, North Bay Village, Florida

NORTH BAY VILLAGE
EST. 1945

UNSAFE STRUCTURE

Pursuant to the County of Miami-Dade Code, Section 8-5(b)(2)(iv), this building has been declared unsafe and is ordered to be vacated.

UNSAFE BUILDING. This building or structure is, in the opinion of the North Bay Village Building Department, unsafe. ***THIS BUILDING SHALL BE VACATED BY APRIL 25, 2023, AT 10:00 AM AND SHALL NOT BE OCCUPIED.*** The owner should contact the North Bay Village Building Department immediately.

THIS NOTICE SHALL NOT BE REMOVED EXCEPT BY THE BUILDING OFFICIAL.

DATE: APRIL 20, 2023 TIME: 10: AM

OWNER: MAJESTIC ISLES CONDO

ADDRESS: 7946 EAST DRIVE

BY: _____

BUILDING OFFICIAL
NORTH BAY VILLAGE
1666 KENNEDY CAUSEWAY, SUITE #101
NORTH BAY VILLAGE, FL 33141
OFFICE:(305)756-7171 FAX:(305)756-7722

April 19, 2023

North Bay Village Building & Zoning
1666 79th Street Causeway #101
North Bay Village, FL 33141
ATTN: Pedro Martinez, Chief Building Official

RE: Structural Condition Letter
Majestic Isle Condominium
7946 East Drive
North Bay Village, FL 33141
Folio #23-3209-030-0001
Case #CE-042303

Mr. Martinez,

The purpose of this letter is to inform you of conditions observed during a recent inspections at the property. I was retained to perform a Building Recertification, pursuant to County of Miami-Dade Code, Section 8-11. The existing structure is 3 story condominium building constructed in 1960. The structure of the building consists of concrete and concrete-masonry exterior walls, with concrete decking in the common areas and wood decking in the residential units.

I performed an inspection of the property on April 14, 2023 in anticipation of the required Building Certification. Ms. Bouwen had expressed concerns about the sagging floors and termite damage to the floor framing. Also, in light of a recent leak from the roof drain, the . During the inspection, the following observations were made:

- The floor within Units 309, 310, 308, 209, and 206 raised concerns. A ZipLevel PRO-2000 high-presicision altimeter was utilized to measure the differences in elevations throughout the units.[1] Using a common reference point in the hallway, measurements were taken within the interior.
- In Unit 309, the floor levels had deflected approximately 2.4 inches from the entrance to the lowest spot within the living room. Noting the span of the exposed joist framing above (2x8 at 16" c/c), the presumed span of the joists was more than 13 feet. The termination of the tile floor installation was noted within the closet, which was installed throughout the majority of the interior. See **Figure 1** for photos.
- Within Unit 310, the floor deflected approximately 1.1 inches from the entrance to the lowest spot in the middle of the living room. The tile flooring was also cracked at this location where the deflections were highest and coincidentally in the middle of the space. See **Figure 2** for photos.
- Within 308, the interior of the living room had deflected approximately 4.0 inches from the front entrance (**Figure 3**).
- In Unit 307, a ceramic tile flooring installation was observed over the original wood decking (**Figure 4**).

[1] https://www.ziplevel.com/.

- Unit 209 had been affected by the recent leak from the roof drain. The ceiling drywall had been removed, exposing the floor joists, which were similarly constructed as 2x8 sections spaced at 16 inches on center. There was visible termite damage on the underside of the floor joists. Given that the inspection consisted solely of visible damage, further investigation would be required to assess the total amount of termite damage to the floor framing (**Figure 5**).
- In Unit 206, the floors were similarly finished with ceramic tile flooring. However, in the utility closet I noted the tiles terminated and exposed a second layer of ceramic tile flooring underneath (**Figure 6**).

In light of the observations made, it was determined that the floors have deflected beyond the allowable deflection limits set forth in the 2020 Florida Building Code, Building, Table 1604.3.[2] These conidtions therefore meet the physical criteria for an unsafe building, pursuant to the County of Miami-Dade Code, Section 8-5(b)(2)(iv)[3]: "*There is an unusual sagging or leaning out of plumb of the building or any parts of the building and such effect is caused by deterioration or over-stressing.*" The excessive sagging of the floor decking is due to deterioration from colonization of wood-boring insects and due to over-stressing from installation of ceramic tile flooring.

Because of the existence of these conditions in multiple units, it is my duty to inform you of these conditions. Furthermore, these conditions pose a threat to life safety, in lieu of a completed Building Recertification. The building is not safe for continued occupancy until necessary repairs have been performed to the building.

Should you have any questions, please do not hesitate to contact me.

Felix F. Rodriguez, PE, SE, CGC
Florida PE #74481, CGC1530105
Civil / Structural / Mechanical Disciplines
Licensed Infrared Thermographer, Level II #14602

CC: Petra Bouwen – President, Majestic Isle Condominium Association, Inc.

[2] https://codes.iccsafe.org/content/FLBC2020P1/chapter-16-structural-design.
[3] http://miamidade.elaws.us/code/coor_ch8_arti_sec8-5.



Figure 1. Summary of observations made in Unit 309: Collapsed section of ceiling drywall under roof drain (**top-left**); Overview of sagging floor in living room (**top-right**); relative elevation measurements taken with ZipLevel (**middle row**); measurement of presumed joist span of 13 feet (**bottom-left**); ceramic tile flooring installation over wood decking (**bottom-right**).



Figure 2. Summary of observations made in Unit 310: Relative elevation measurements taken with ZipLevel (**top row**); cracks in ceramic tile flooring installation in middle of living room (**bottom row**).



Figure 3. Summary of observations made in Unit 308: Linear crack in ceramic tile flooring installation extending across living room (**left**); relative elevation measurement taken with ZipLevel (**right**);.



Figure 4. Summary of observations made in Unit 307: Installation of ceramic tile flooring within living room (**left**); termination of ceramic tiles at bedroom entrance, noted by ramp constructed (**right**).



Figure 5. Summary of observations made in Unit 209: Exposed ceiling framing below recent water leak from roof drain (**left**); closeup indicating termite damage to floor joists (**right**).



Figure 6. Two layers of tile installed over wood decking (Unit 206).

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, TERMINATING EMERGENCY ORDER NO. 23-01 DECLARING A STATE OF EMERGENCY RESULTING FROM THE UNSAFE STRUCTURES DETERMINATION AND EVACUATION ORDER FOR THE MAJESTIC ISLES CONDOMINIUM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 14, 2023, North Bay Village's (the "Village") Chief Building Official conducted a Building Recertification inspection for the condominium building located at 7946 East Drive (the "Property") pursuant to Section 8-11 of the Miami-Dade County ("County") Code of Ordinances; and

WHEREAS, as a result of the Property inspection, the Village's Chief Building Official determined that the floors within various units were suffering from excessive sagging of the floor decking due to the deterioration from colonization of wood-boring insects and over-stressing from installation of ceramic tile flooring resulting in deflection beyond the limits permitted under the Florida Building Code; and

WHEREAS, on April 19, 2023, the Village's Chief Building Official issued an Unsafe Structures Order (the "Order") informing the Majestic Isle Condominium Association, Inc. (the "Condominium") that the Property violations met the physical criteria for an unsafe building under Section 8-5(b)(2)(iv) and accordingly, declared the building unsafe for continued occupancy and ordered evacuation of the Property until the Condominium makes the necessary repairs to the Property; and

WHEREAS, the Village has a duty to safeguard the life and property of its citizens and to protect the health, safety, and welfare of persons or property affected by extreme conditions; and

WHEREAS, the evacuation of Village residents from the Property under the Order created sudden, extreme conditions in the form of displaced Village residents of the Property; and

WHEREAS, on April 24, 2023, pursuant to the authority given to him under Chapter 54 of the Village Code, the Village Manager issued Emergency Order No. 23-01, declaring a state of emergency (the "Declaration") in connection with the unsafe

structures determination and evacuation order; and

WHEREAS, at the April 24, 2023 Special Village Commission Meeting, the Village Commission adopted Resolution No. 2023-063, confirming the Village Manager's Declaration and authorizing the Village Manager to provide temporary emergency housing assistance to displaced Village residents in an amount not to exceed $15,000; and

WHEREAS, the conditions supporting the Declaration have now been addressed through the provision of temporary emergency housing to displaced Village residents; and

WHEREAS, in accordance with § 54.06 of the Village Code, the Village Commission desires to terminate the Declaration as the conditions supporting the Declaration have been addressed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Termination. That the Village Manager's Declaration of the State of Emergency is hereby terminated.

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

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

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____
Commissioner Rachel Streitfeld	_____

PASSED AND ADOPTED on this _____ day of May, 2023.

Brent Latham, Mayor

ATTEST:

Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **An Ordinance Authorizing Issuance of General Obligation Bond Note for Financing of Village Hall and Public Safety Complex Construction - *Village Manager Ralph Rosado, PhD, AICP (Chief Financial Officer Angela Atkinson)***

RECOMMENDATION

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $7,500,000 OF A GENERAL OBLIGATION NOTE OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE NOTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

On October 30, 2007, the Village Commission (the "Commission") of North Bay Village, Florida (the "Village") adopted Resolution No. 2007-53 calling for a referendum (the "Referendum") in conjunction with a special election on January 29, 2008 to submit to the electorate of the Village three bond referenda to decide whether the Village should be authorized to issue (a) not exceeding $9,400,000 in principal amount of general obligation bonds (the "Parks Bonds"), to protect open space from development and create and improve parks and recreational opportunities (the "Parks Project"), (b) not exceeding $7,900,000 in principal amount of general obligation bonds (the "Village Hall Bonds") to construct a public safety/Village Hall complex (the "Village Hall Project"), and (c) not exceeding $2,000,000 in principal amount of general obligation bonds (the "Causeway Bonds") to beautify the John F.

Kennedy Causeway in North Bay Village by constructing entrance features and upgrading medians, landscaping, irrigation, crosswalks, sidewalks and lighting (the "Causeway Project" and, collectively with the Parks Project and the Village Hall Project, the "Project").

At such special election on January 29, 2008, the issuance of the Parks Bonds, the Village Hall Bonds and the Causeway Bonds was approved by the qualified electors of the Village in accordance with the applicable laws of the State of Florida (the "State"). On September 25, 2008, the Commission adopted Ordinance No. 2008-17 ("Ordinance No. 2008-17") authorizing the issuance of a General Obligation Note, Series 2008 (the "2008 Note") in an aggregate principal amount not to exceed $6,250,000 for the purpose of financing a portion of the costs of the Project. The Commission also adopted Resolution No. 2008-36 ("Resolution No. 2008-36") authorizing the issuance of the 2008 Note in an aggregate principal amount not to exceed $6,250,000, and authorizing the execution and delivery of a Loan Agreement with SunTrust Equipment Finance and Leasing Corp. setting forth the details of the 2008 Note (the "2008 Loan Agreement").

On September 29, 2008, the Village issued the 2008 Note in an aggregate principal amount of $6,250,000 and entered into the 2008 Loan Agreement.

On June 8, 2010, the Commission adopted Ordinance No. 2010-01 ("Ordinance No. 2010-01") authorizing the issuance of a General Obligation Note, Series 2010 (the "2010 Note") in an aggregate principal amount not to exceed $2,160,000 for the purpose of financing a portion of the costs of the Project.

On July 13, 2010, the Commission adopted Resolution No. 2010-48 ("Resolution No. 2010-48") authorizing the issuance of the 2010 Note in an aggregate principal amount not to exceed $2,160,000, and authorizing the execution and delivery of a Loan Agreement with Bank of America, N.A. setting forth the details of the 2010 Note (the "2010 Loan Agreement").

On July 15, 2010, the Village issued the 2010 Note in an aggregate principal amount of $2,160,000 and entered into the 2010 Loan Agreement.

On September 28, 2010, the Commission adopted Ordinance No. 2010-05 ("Ordinance No. 2010-05") authorizing the issuance of a General Obligation Refunding Note, Series 2010 (the "2010 Refunding Note") in an aggregate principal amount not to exceed $6,325,000 for the purpose of refunding the 2008 Note.

On September 28, 2010, the Commission adopted Resolution No. 2010-48 ("Resolution No. 2010-48") authorizing the issuance of the 2010 Refunding Note in an aggregate principal amount not to exceed $6,325,000, and authorizing the execution and delivery of a Loan Agreement with Bank of America, N.A. setting forth the details of the 2010 Refunding Note (the "2010 Refunding Loan Agreement").

On October 5, 2010, the Village issued the 2010 Refunding Note in an aggregate principal amount of $6,325,000 and entered into the 2010 Refunding Loan Agreement. Ordinance No. 2008-17 and Ordinance No. 2010-01 each authorized the respective proceeds of the 2008 Note and the 2010 Note to be used for any portions of the Project, so long as the total amount of proceeds used in connection with the Parks Project did not exceed $9,400,000, the total amount of proceeds used in connection with the Village Hall Project did not exceed $7,900,000, and the total amount of proceeds used in connection with the Causeway Project did not exceed $2,000,000. The total amount of proceeds of the 2008 Note and the 2010 Note used in connection with the Parks Project was $5,874,565.12, leaving $3,525,434.88 of the $9,400,000 of Parks Bonds approved by the Referendum remaining available to issue for the Parks Project. The total amount of proceeds of the 2008 Note and the 2010 Note used in connection with the Village Hall Project was $398,714.33, leaving $7,501,285.67 of the $7,900,000 of Village Hall Bonds approved by the Referendum remaining available to issue for the Village Hall Project.

The total amount of proceeds of the 2008 Note and the 2010 Note used in connection with the Causeway Project was $2,000,000, leaving $0.00 of the $2,000,000 of Causeway Bonds approved by the Referendum remaining available to issue for the Causeway Project.

On July 7, 2022, the Commission adopted Ordinance No. 2022-007 authorizing the issuance of a General Obligation Note, Series 2022 (the "2022 Note") in an aggregate principal amount not to exceed $3,525,000 (the approximate remaining amount of Parks Bonds available to issue for the Parks Project) for the purpose of financing a portion of the costs of the Parks Project.

The Commission also adopted Resolution No. 2022-53 authorizing the issuance of the 2022 Note in an aggregate principal amount of $3,525,000.

On July 20, 2022, the Village issued the 2022 Note in an aggregate principal amount of $3,525,000. The proposed ordinance expresses the Commission's desire to authorize the issuance of not exceeding $7,500,000 aggregate principal amount of a General Obligation Note, Series 2023 (the "2023 Note") for the purpose of constructing a Village Hall and public safety complex, by utilizing $7,500,000.00 of Village Hall Bonds (the approximate remaining amount of Village Hall Bonds available to issue for the Village Hall Project) (the "2023 Village Hall Project"), and (c) paying costs of issuance of the 2023 Note. The proceeds of the 2023 Note used in connection with the 2023 Village Hall Project shall not exceed $7,500,000.00.

Pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the Village Charter

(collectively, the “Act”), and the Referendum, the Village is duly authorized to issue the 2023 Note and pledge the ad valorem taxes levied by the Village to the payment of the 2023 Note.

Authorization of 2023 Note. In accordance with the provisions of the Charter of North Bay Village, Florida, and Chapter 166, Florida Statutes, the proposed ordinance provides for the issuance of the 2023 Note, in an aggregate principal amount not to exceed $7,500,000, for the purpose of financing the 2023 Village Hall Project and paying costs of issuance of the 2023 Note. The 2023 Note shall be designated “North Bay Village, Florida General Obligation Note, Series 2023,” or such other designation as may be approved by supplemental resolution, may be issued as tax-exempt bonds, shall be dated such date, shall be in such denomination, shall be stated to mature no later than fifteen and one-half (15.5) years from its dated date, and shall bear interest from its dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the 2023 Note, shall be subject to redemption at the option of the Village at such times and prices, and shall have such other details, all as shall hereafter be determined by the Commission by supplemental resolution (the “Note Resolution”). The Note Resolution may be adopted, and the 2023 Note may be issued, at any time after the effective date of this Ordinance.

2023 Solicitation Process. In March 2023, the Village's Financial Advisor, PFM, issued the RFP for the GO Bond Note. There were 4 responses. The proposal submitted by JPMorgan Chase offers a favorable structure of a 15-year level Debt Service General Obligation Note. On April 28, 2023, the True Interest Cost (TIC) is 3.81% with an estimated Average Annual Debt Service of $667,472. It should be noted that the Village will have the opportunity to lock the interest rate 45 days prior to closing on the note. The closing is currently scheduled for June 20, 2023. Staff recommends approval of the terms and the reading of the first ordinance. If approved on first reading, this ordinance will be presented for adoption on second reading at the June Commission meeting.

The debt service for the Series 2023 GO Bond Note will budgeted in the FY2024 budget cycle and the estimated Millage for the debt service is 0.5309. To the homeowner this is an annual increase of $46 per $100,000 of Net Average Home Assessed Value. The first debt service payment is due to the bank in December 2023.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
FY 2024 Estimated Annual Debt Service $630,669 in the Debt Service Fund - Debt Principal $360,000 (250.19.517.7100) and Debt Interest $270,669

PERSONNEL IMPACT
NONE

ATTACHMENTS
Ordinance Authorizing GO Note for Village Hall NTE $7,500,000
North Bay Village, Florida - Series 2023 Note - Preliminary Numbers as of 042823.pdf

North Bay Village Financing Timetable - Series 2023 General Obligation Note.pdf
JPM.pdf
North Bay Village, Florida - Series 2023 Note - Bank Note Recommendation Memorandum.pdf

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $7,500,000 OF A GENERAL OBLIGATION NOTE OF NORTH BAY VILLAGE, FLORIDA FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF A VILLAGE HALL AND PUBLIC SAFETY COMPLEX, AND PAYING COSTS OF ISSUANCE OF THE NOTE; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID NOTE; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE WITH FINANCIAL INSTITUTIONS FOR PURCHASE OF THE NOTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 30, 2007, the Village Commission (the "Commission") of North Bay Village, Florida (the "Village") adopted Resolution No. 2007-53 calling for a referendum (the "Referendum") in conjunction with a special election on January 29, 2008 to submit to the electorate of the Village three bond referenda to decide whether the Village should be authorized to issue (a) not exceeding $9,400,000 in principal amount of general obligation bonds (the "Parks Bonds"), to protect open space from development and create and improve parks and recreational opportunities (the "Parks Project"), (b) not exceeding $7,900,000 in principal amount of general obligation bonds (the "Village Hall Bonds") to construct a public safety/Village Hall complex (the "Village Hall Project"), and (c) not exceeding $2,000,000 in principal amount of general obligation bonds (the "Causeway Bonds") to beautify the John F. Kennedy Causeway in North Bay Village by constructing entrance features and upgrading medians, landscaping, irrigation, crosswalks, sidewalks and lighting (the "Causeway Project" and, collectively with the Parks Project and the Village Hall Project, the "Project"); and

WHEREAS, at such special election on January 29, 2008, the issuance of the Parks Bonds, the Village Hall Bonds and the Causeway Bonds was approved by the qualified electors of the Village in accordance with the applicable laws of the State of Florida (the "State"); and

WHEREAS, on September 25, 2008, the Commission adopted Ordinance No. 2008-17 ("Ordinance No. 2008-17") authorizing the issuance of a General Obligation Note, Series 2008 (the "2008 Note") in an aggregate principal amount not to exceed $6,250,000 for the purpose of financing a portion of the costs of the Project; and

WHEREAS, on September 25, 2008, the Commission adopted Resolution No. 2008-36 ("Resolution No. 2008-36") authorizing the issuance of the 2008 Note in an aggregate principal amount not to exceed $6,250,000, and authorizing the execution and

delivery of a Loan Agreement with SunTrust Equipment Finance and Leasing Corp. setting forth the details of the 2008 Note (the "2008 Loan Agreement"); and

WHEREAS, on September 29, 2008, the Village issued the 2008 Note in an aggregate principal amount of $6,250,000 and entered into the 2008 Loan Agreement; and

WHEREAS, on June 8, 2010, the Commission adopted Ordinance No. 2010-01 ("Ordinance No. 2010-01") authorizing the issuance of a General Obligation Note, Series 2010 (the "2010 Note") in an aggregate principal amount not to exceed $2,160,000 for the purpose of financing a portion of the costs of the Project; and

WHEREAS, on July 13, 2010, the Commission adopted Resolution No. 2010-48 ("Resolution No. 2010-48") authorizing the issuance of the 2010 Note in an aggregate principal amount not to exceed $2,160,000, and authorizing the execution and delivery of a Loan Agreement with Bank of America, N.A. setting forth the details of the 2010 Note (the "2010 Loan Agreement"); and

WHEREAS, on July 15, 2010, the Village issued the 2010 Note in an aggregate principal amount of $2,160,000 and entered into the 2010 Loan Agreement; and

WHEREAS, on September 28, 2010, the Commission adopted Ordinance No. 2010-05 ("Ordinance No. 2010-05") authorizing the issuance of a General Obligation Refunding Note, Series 2010 (the "2010 Refunding Note") in an aggregate principal amount not to exceed $6,325,000 for the purpose of refunding the 2008 Note; and

WHEREAS, on September 28, 2010, the Commission adopted Resolution No. 2010-48 ("Resolution No. 2010-48") authorizing the issuance of the 2010 Refunding Note in an aggregate principal amount not to exceed $6,325,000, and authorizing the execution and delivery of a Loan Agreement with Bank of America, N.A. setting forth the details of the 2010 Refunding Note (the "2010 Refunding Loan Agreement"); and

WHEREAS, on October 5, 2010, the Village issued the 2010 Refunding Note in an aggregate principal amount of $6,325,000 and entered into the 2010 Refunding Loan Agreement; and

WHEREAS, Ordinance No. 2008-17 and Ordinance No. 2010-01 each authorized the respective proceeds of the 2008 Note and the 2010 Note to be used for any portions of the Project, so long as the total amount of proceeds used in connection with the Parks Project did not exceed $9,400,000, the total amount of proceeds used in connection with the Village Hall Project did not exceed $7,900,000, and the total amount of proceeds used in connection with the Causeway Project did not exceed $2,000,000; and

WHEREAS, the total amount of proceeds of the 2008 Note and the 2010 Note used in connection with the Parks Project was $5,874,565.12, leaving $3,525,434.88 of the $9,400,000 of Parks Bonds approved by the Referendum remaining available to issue for the Parks Project; and

WHEREAS, the total amount of proceeds of the 2008 Note and the 2010 Note used in connection with the Village Hall Project was $398,714.33, leaving $7,501,285.67 of the $7,900,000 of Village Hall Bonds approved by the Referendum remaining available to issue for the Village Hall Project; and

WHEREAS, the total amount of proceeds of the 2008 Note and the 2010 Note used in connection with the Causeway Project was $2,000,000, leaving $0.00 of the $2,000,000 of Causeway Bonds approved by the Referendum remaining available to issue for the Causeway Project; and

WHEREAS, on July 7, 2022, the Commission adopted Ordinance No. 2022-007 authorizing the issuance of a General Obligation Note, Series 2022 (the "2022 Note") in an aggregate principal amount not to exceed $3,525,000 (the approximate remaining amount of Parks Bonds available to issue for the Parks Project) for the purpose of financing a portion of the costs of the Parks Project; and

WHEREAS, on July 7, 2022, the Commission adopted Resolution No. 2022-53 authorizing the issuance of the 2022 Note in an aggregate principal amount of $3,525,000; and

WHEREAS, on July 20, 2022, the Village issued the 2022 Note in an aggregate principal amount of $3,525,000; and

WHEREAS, the Commission desires to authorize the issuance of not exceeding $7,500,000 aggregate principal amount of a General Obligation Note, Series 2023 (the "2023 Note") for the purpose of constructing a Village Hall and public safety complex, by utilizing $7,500,000.00 of Village Hall Bonds (the approximate remaining amount of Village Hall Bonds available to issue for the Village Hall Project) (the "2023 Village Hall Project"), and (c) paying costs of issuance of the 2023 Note: and

WHEREAS, the proceeds of the 2023 Note used in connection with the 2023 Village Hall Project shall not exceed $7,500,000.00; and

WHEREAS, pursuant to the Constitution and laws of the State, including, without limitation, Article VII, Section 12 of the Constitution, Chapter 166, Florida Statutes, as amended, the Village Charter (collectively, the "Act"), and the Referendum, the Village is duly authorized to issue the 2023 Note and pledge the ad valorem taxes levied by the Village to the payment of the 2023 Note.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

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

Section 2. Authorization of 2023 Note. In accordance with the provisions of the Charter of North Bay Village, Florida, and Chapter 166, Florida Statutes, there is hereby

authorized to be issued the 2023 Note, in an aggregate principal amount not to exceed $7,500,000, for the purpose of financing the 2023 Village Hall Project and paying costs of issuance of the 2023 Note. The 2023 Note shall be designated "North Bay Village, Florida General Obligation Note, Series 2023," or such other designation as may be approved by supplemental resolution, may be issued as tax-exempt bonds, shall be dated such date, shall be in such denomination, shall be stated to mature no later than fifteen and one-half (15.5) years from its dated date, and shall bear interest from its dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the 2023 Note, shall be subject to redemption at the option of the Village at such times and prices, and shall have such other details, all as shall hereafter be determined by the Commission by supplemental resolution (the "Note Resolution"). The Note Resolution may be adopted, and the 2023 Note may be issued, at any time after the effective date of this Ordinance.

Section 3. Authorization of Officers. The Village Manager, the Village Chief Financial Officer, the Village Attorney, Note Counsel to the Village, and the Financial Advisor for the Village are each hereby authorized to negotiate with banks or other financial institutions for the purchase of the 2023 Note and with respect to the terms of the 2023 Note. The Village Manager is hereby authorized to accept the commitment from the institution offering, in his opinion, after consultation with the Financial Advisor, the best terms for the purchase of the 2023 Note. The final terms of the 2023 Note, as so agreed to by the Village Manager, shall be set forth, and presented to the Commission, in the Note Resolution. The Village Attorney and Note Counsel to the Village are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the 2023 Note.

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

Section 5. 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 _____, 2023.

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

_____
Brent Latham, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Brent Latham _____
Vice Mayor Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____
Commissioner Rachel Streitfeld _____

SOURCES AND USES OF FUNDS

North Bay Village - General Obligation Bonds
Series 2023
PRELIMINARY NUMBERS

Dated Date	06/20/2023
Delivery Date	06/20/2023

Sources:	
Bond Proceeds:	
Par Amount	7,500,000.00
	7,500,000.00

Uses:	
Project Fund Deposits:	
Project Fund	7,443,500.00
Delivery Date Expenses:	
Cost of Issuance	56,500.00
	7,500,000.00

Note: Preliminary Numbers. Subject to change until closing date.

BOND SUMMARY STATISTICS

North Bay Village - General Obligation Bonds
Series 2023
PRELIMINARY NUMBERS

Dated Date	06/20/2023
Delivery Date	06/20/2023
Last Maturity	06/01/2038
Arbitrage Yield	3.810236%
True Interest Cost (TIC)	3.810236%
Net Interest Cost (NIC)	3.810000%
All-In TIC	3.917321%
Average Coupon	3.810000%
Average Life (years)	8.668
Duration of Issue (years)	7.208
Par Amount	7,500,000.00
Bond Proceeds	7,500,000.00
Total Interest	2,476,849.25
Net Interest	2,476,849.25
Total Debt Service	9,976,849.25
Maximum Annual Debt Service	669,574.50
Average Annual Debt Service	667,471.80
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	7,500,000.00	100.000	3.810%	8.668	5,318.15
	7,500,000.00			8.668	5,318.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	7,500,000.00	7,500,000.00	7,500,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-56,500.00	
- Other Amounts			
Target Value	7,500,000.00	7,443,500.00	7,500,000.00
Target Date	06/20/2023	06/20/2023	06/20/2023
Yield	3.810236%	3.917321%	3.810236%

Note: Preliminary Numbers. Subject to change until closing date.

BOND PRICING

North Bay Village - General Obligation Bonds
Series 2023
PRELIMINARY NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	06/01/2024	360,000	3.810%	3.810%	100.000
	06/01/2025	395,000	3.810%	3.810%	100.000
	06/01/2026	410,000	3.810%	3.810%	100.000
	06/01/2027	425,000	3.810%	3.810%	100.000
	06/01/2028	440,000	3.810%	3.810%	100.000
	06/01/2029	460,000	3.810%	3.810%	100.000
	06/01/2030	475,000	3.810%	3.810%	100.000
	06/01/2031	495,000	3.810%	3.810%	100.000
	06/01/2032	515,000	3.810%	3.810%	100.000
	06/01/2033	535,000	3.810%	3.810%	100.000
	06/01/2034	555,000	3.810%	3.810%	100.000
	06/01/2035	575,000	3.810%	3.810%	100.000
	06/01/2036	595,000	3.810%	3.810%	100.000
	06/01/2037	620,000	3.810%	3.810%	100.000
	06/01/2038	645,000	3.810%	3.810%	100.000
		7,500,000			

Dated Date	06/20/2023	
Delivery Date	06/20/2023	
First Coupon	12/01/2023	
Par Amount	7,500,000.00	
Original Issue Discount		
Production	7,500,000.00	100.000000%
Underwriter's Discount		
Purchase Price	7,500,000.00	100.000000%
Accrued Interest		
Net Proceeds	7,500,000.00	

Note: Preliminary Numbers. Subject to change until closing date.

BOND DEBT SERVICE

North Bay Village - General Obligation Bonds
Series 2023
PRELIMINARY NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2024	360,000	3.810%	270,668.75	630,668.75
06/01/2025	395,000	3.810%	272,034.00	667,034.00
06/01/2026	410,000	3.810%	256,984.50	666,984.50
06/01/2027	425,000	3.810%	241,363.50	666,363.50
06/01/2028	440,000	3.810%	225,171.00	665,171.00
06/01/2029	460,000	3.810%	208,407.00	668,407.00
06/01/2030	475,000	3.810%	190,881.00	665,881.00
06/01/2031	495,000	3.810%	172,783.50	667,783.50
06/01/2032	515,000	3.810%	153,924.00	668,924.00
06/01/2033	535,000	3.810%	134,302.50	669,302.50
06/01/2034	555,000	3.810%	113,919.00	668,919.00
06/01/2035	575,000	3.810%	92,773.50	667,773.50
06/01/2036	595,000	3.810%	70,866.00	665,866.00
06/01/2037	620,000	3.810%	48,196.50	668,196.50
06/01/2038	645,000	3.810%	24,574.50	669,574.50
	7,500,000		2,476,849.25	9,976,849.25

Note: Preliminary Numbers. Subject to change until closing date.

BOND DEBT SERVICE

North Bay Village - General Obligation Bonds
Series 2023
PRELIMINARY NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2023			127,793.75	127,793.75	
06/01/2024	360,000	3.810%	142,875.00	502,875.00	630,668.75
12/01/2024			136,017.00	136,017.00	
06/01/2025	395,000	3.810%	136,017.00	531,017.00	667,034.00
12/01/2025			128,492.25	128,492.25	
06/01/2026	410,000	3.810%	128,492.25	538,492.25	666,984.50
12/01/2026			120,681.75	120,681.75	
06/01/2027	425,000	3.810%	120,681.75	545,681.75	666,363.50
12/01/2027			112,585.50	112,585.50	
06/01/2028	440,000	3.810%	112,585.50	552,585.50	665,171.00
12/01/2028			104,203.50	104,203.50	
06/01/2029	460,000	3.810%	104,203.50	564,203.50	668,407.00
12/01/2029			95,440.50	95,440.50	
06/01/2030	475,000	3.810%	95,440.50	570,440.50	665,881.00
12/01/2030			86,391.75	86,391.75	
06/01/2031	495,000	3.810%	86,391.75	581,391.75	667,783.50
12/01/2031			76,962.00	76,962.00	
06/01/2032	515,000	3.810%	76,962.00	591,962.00	668,924.00
12/01/2032			67,151.25	67,151.25	
06/01/2033	535,000	3.810%	67,151.25	602,151.25	669,302.50
12/01/2033			56,959.50	56,959.50	
06/01/2034	555,000	3.810%	56,959.50	611,959.50	668,919.00
12/01/2034			46,386.75	46,386.75	
06/01/2035	575,000	3.810%	46,386.75	621,386.75	667,773.50
12/01/2035			35,433.00	35,433.00	
06/01/2036	595,000	3.810%	35,433.00	630,433.00	665,866.00
12/01/2036			24,098.25	24,098.25	
06/01/2037	620,000	3.810%	24,098.25	644,098.25	668,196.50
12/01/2037			12,287.25	12,287.25	
06/01/2038	645,000	3.810%	12,287.25	657,287.25	669,574.50
	7,500,000		2,476,849.25	9,976,849.25	9,976,849.25

Note: Preliminary Numbers. Subject to change until closing date.

COST OF ISSUANCE

North Bay Village - General Obligation Bonds
Series 2023
PRELIMINARY NUMBERS

Cost of Issuance	$/1000	Amount
Bond Counsel	3.33333	25,000.00
Financial Advisor	2.40000	18,000.00
Professional Expenses (est.)	0.13333	1,000.00
Bank Counsel	1.00000	7,500.00
Miscellaneous	0.66667	5,000.00
	7.53333	56,500.00

Note: Preliminary Numbers. Subject to change until closing date.

NORTH BAY VILLAGE, FLORIDA
SERIES 2023 GENERAL OBLIGATION NOTE

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Preliminary Financing Schedule as of April 24, 2023

Date*	Event	Responsibility
March 28	**Release Bank Loan RFP**	**FA**
April 14	**Bank Loan RFP Responses Due**	**FA**
April 24	Distribute Timeline / Distribution List	FA
April 25	Distribute 1st Draft of Ordinance	BC
May 1	Distribute Final Version of Ordinance	BC
May 2	Submit Ordinance to Commission Agenda	NBV
May 8	Distribute Draft Loan Agreement	BC
May 9	**Commission Meeting – First Financing Approval**	**NBV**
June 5	Distribute Draft Closing Documents	BC
June 6	Distribute Closing Memo	FA
June 13	**Commission Meeting – Final Financing Approval**	**NBV**
June 16	Pre-Closing	All
June 20	Closing	All

* Preliminary, subject to change

Legend

NBV	Issuer – *North Bay Village, Florida*
BC	Bond Counsel – *Weiss Serota Helfman Cole & Bierman*
FA	Financial Advisor – *PFM Financial Advisors LLC*
Bank	Bank– *JPMorgan Chase Bank, N.A.*
BaC	Bank Counsel– *Virtus LLP*

CHASE

SUMMARY OF TERMS AND CONDITIONS
FOR
REQUEST FOR PROPOSAL

This Summary of Terms and Conditions is provided to North Bay Village, Florida (the "Village"), by JPMorgan Chase Bank, NA (the "Bank") in response to that certain Request Proposals dated March 28, 2023, (the "RFP"), for an amount not to exceed the $7,500,000 General Obligation Note, Series 2023 (the "Note") which is hereby incorporated by reference. This Summary of Terms and Conditions shall supplement the RFP.

FORM OF NOTE:

The Bank will require a single term Note in the full amount of par, with sinking fund payments equivalent to the stated maturity schedule indicated in the estimated principal amortization schedule of the RFP. The Bank shall not require the Note to be rated by any rating agency. The Bank: (a) is a bank, an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Note to maturity or earlier redemption.

PRINCIPAL AMOUNT:

$7,500,000 fully funded at closing.

REPAYMENT TERMS:

Annual payments of principal on June 1, commencing June 1, 2024 through final maturity; semi-annual payments of accrued interest on June 1 and December 1, commencing December 1, 2023. The principal repayment schedules as shown below and in the Request for Proposal are acknowledged as preliminary, however, regardless of final adjustment, the weighted average life cannot exceed ten (10) years.

OPTION 1:

Series 2023 Amortization (10 Years)			
Average Life: 5.8 Years			
Payment Date	**Principal**	**Payment Date**	**Principal**
6/1/2024	550,000	6/1/2029	765,000
6/1/2025	645,000	6/1/2030	800,000
6/1/2026	670,000	6/1/2031	840,000
6/1/2027	705,000	6/1/2032	875,000
6/1/2028	735,000	6/1/2033	915,000
		Total	**7,500,000**

OPTION 2:

Series 2023 Amortization (15 Years)			
Average Life: 8.8 Years			
Payment Date	**Principal**	**Payment Date**	**Principal**
6/1/2024	325,000	6/1/2032	515,000
6/1/2025	380,000	6/1/2033	540,000
6/1/2026	395,000	6/1/2034	565,000
6/1/2027	415,000	6/1/2035	590,000
6/1/2028	430,000	6/1/2036	615,000
6/1/2029	450,000	6/1/2037	645,000
6/1/2030	470,000	6/1/2038	670,000
6/1/2031	495,000	**Total**	**7,500,000**

INTEREST RATE:

The rates provided below are exclusively for indicative purposes, based upon market conditions as of April 14, 2023. The actual rate of interest borne by the Note will be set by mutual agreement between Bank and the Village upon receipt of a written confirmation awarding sale of the Note to the Bank, on or before May 8, with a scheduled closing of June 20, 2023. The interest rate will be fixed as described below. However, prior to written acceptance on or before May 8, 2023, the interest rate may increase if the Bank's cost of funds increases. Bank's cost of funds may increase due to a number of factors, including, but not limited to, changes in market conditions.

Interest will be calculated on a 30/360-day basis. Bank will provide an updated indicative rate on or around May 8, 2023.

OPTION 1A:

3.210% non-bank qualified, indicative fixed rate, not subject to optional prepayment.

OPTION 1B:

3.72% non-bank qualified, indicative fixed rate, with optional redemption in whole at par plus accrued interest, on or after June 1, 2026 upon at least 45 days prior written notice to the Bank, the Note subject to redemption on any interest payment date prior to maturity at the option of the District, in whole or in part in multiples of $5,000, at par and accrued interest to the date fixed for redemption, and shall be applied to repay the principal amount of the Note in inverse order of maturities.

OPTION 1C:

3.430% non-bank qualified, indicative fixed rate, with optional redemption in whole at par plus accrued interest, on or after June 1, 2028 upon at least 45 days prior written

	notice to the Bank, the Note subject to redemption on any interest payment date prior to maturity at the option of the District, in whole or in part in multiples of $5,000, at par and accrued interest to the date fixed for redemption, and shall be applied to repay the principal amount of the Note in inverse order of maturities.
OPTION 2A:	3.59% non-bank qualified , indicative fixed rate, not subject to optional prepayment.
OPTION 2B:	4.28% non-bank qualified, indicative fixed rate, with optional redemption in whole at par plus accrued interest, on or after June 1, 2026 upon at least 45 days prior written notice to the Bank, the Note subject to redemption on any interest payment date prior to maturity at the option of the District, in whole or in part in multiples of $5,000, at par and accrued interest to the date fixed for redemption, and shall be applied to repay the principal amount of the Note in inverse order of maturities.
OPTION 2C:	3.810% non-bank qualified, indicative fixed rate, with optional redemption in whole at par plus accrued interest, on or after June 1, 2028 upon at least 45 days prior written notice to the Bank, the Note subject to redemption on any interest payment date prior to maturity at the option of the District, in whole or in part in multiples of $5,000, at par and accrued interest to the date fixed for redemption, and shall be applied to repay the principal amount of the Note in inverse order of maturities.
PURPOSE:	To provide a portion of the funding for the development of a new Village hall complex, and to pay the costs of issuance.
SECURITY:	The punctual payment of all principal of and interest, and any and all other amounts due and owing on the Note shall be secured by a pledge of the full faith, credit and taxing power of the Village, which includes the ad valorem taxing power of the Village on all of the real property and improvements thereto subject to the Village's ad valorem taxing power which are located from time to time within the municipal boundary of the Village, without limitation. The Note shall be secured on a parity with the Village's outstanding 2010 and 2022 general obligation indebtedness.
EVENT OF DEFAULT:	In an event of default, the Village acknowledges and agrees that the Bank may seek to exercise all rights and

	remedies available to it under law or equity in the state of Florida, including without limitation, the right to sue the Village for repayment of the amount of the Note.
DEFAULT RATE:	In the event of default, the interest rate will be the interest rate on the 2023 Note, plus 2.00%.
LEGAL OPINION:	Purchase of the Note will be subject to a satisfactory opinion of Village's Bond counsel, as to (i) validity and enforceability of the Note under state statutes, (ii) exemption of interest on the Note from Federal income tax and state taxes, and (iii) such other matters reasonably required by the Bank and its independent counsel. Bond counsel approving opinion must be addressed to Bank or permit reliance by Bank.
BANK ELIGIBILITY:	The Bank's bid assumes the Note will be issued as a non-bank qualified tax-exempt obligation.
PAYING AGENT/REGISTRAR:	The Bank will not serve as Paying Agent or as Registrar of the Note. The Bank will invoice for payment no later than the 15th day of the month preceding the payment due date.
DOCUMENTATION:	Documentation shall be prepared by the Village's Bond counsel at the Village's expense. Funding will occur upon receipt of the executed original of the Note and conformed copies of all documentation, in form and substance acceptable to Bank and its independent counsel.
BANK COUNSEL FEES:	$7,500 to be paid by the Village at closing. The Bank will engage the firm of Virtus LLP, Camille Evans, Managing Partner.
FINANCIAL REPORTING:	Unless available electronically on the Village's website or on the Electronic Municipal Marketplace Access system at https://emma.msrb.org, the Village's Annual Comprehensive Financial Report with the opinion of an independent certified public accountant is required to be provided to the Bank within 270 days of the close of the fiscal year.
DETERMINATION OF TAXABILITY:	If the interest payable on the Note becomes taxable due to any act or omission of the Village, the interest rate payable on the Note will increase retroactively from the date on which interest on the Note is first includable in gross income of the owner thereof (which may be as early as the issuance date) to a taxable equivalent rate and pay the Bank penalties on overdue interest and additions to tax, if any.

MUNICIPAL ADVISOR DISCLAIMER: The Village acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Village and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the Village, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Village with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Village on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Village, and (vi) the Village has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

WEBSITE DISCLOSURE: Final documentation may be posted by the Village on a national public Note market repository provided that certain information be redacted by the Village as directed by the Bank. Items that should be redacted include signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.

BANKING RELATIONSHIP: This Summary of Terms and Conditions is provided with the understanding and expectation that the Village will be open to discussions regarding other traditional banking services, such as deposit accounts and cash management services, with JPMorgan Chase Bank, NA.

WAIVER OF JURY TRIAL: The Village and the Bank would waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this Summary of Terms and Conditions, any related documentation or the transactions contemplated hereby or thereby.

RECORD RETENTION: Notwithstanding anything to the contrary in the RFP, the Bank's document retention is governed by its documentation retention policy, which is largely dictated

by the laws and regulations of the various jurisdictions in which the Bank does business. As such, the Bank cannot agree to destruction of documents based on requests by our customers.

In addition, the Bank is subject to a documentation retention policy which governs the retention period for each form of documentation and other information; this policy is largely dictated by law and regulation of the various jurisdictions in the Bank does business. The documentation retention policy will often require retention of documentation and information after the termination of the Bank's relationship with the relevant customer. The period of retention beyond termination of the relationship will be dependent on the type of information and will be governed by the documentation retention policy.

MISCELLANEOUS:

The actual rate of interest borne by the Note will be set by mutual agreement between Bank and the Village upon receipt of a written confirmation awarding sale of the Note to the Bank, on or before May 8, with a scheduled closing of June 20, 2023. If acceptance and funding have not occurred by the above dates, the Bank may, at its option and in its sole discretion, terminate this proposal, or adjust the interest rate. *The interest rate will remain indicative until signed acceptance has been received by the Bank.*

Any change (whether material or not) in the aggregate amount to be financed or a material change in the financial condition or prospects of the Village may constitute a re-pricing event and the Bank may, at its option and in its sole discretion, terminate this Proposal and/or the Interest Rate may be adjusted.

Submitted by:

JPMorgan Chase Bank, N.A.

Creedence Gonzalez

Creedence Gonzalez
Vice President
Mail Code FL7-0131
13701 SW 88th St.
Miami, FL 33186
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cc cevans@virtus.law

IRS Circular 230 Disclosure: Bank and its affiliates (collectively, "Chase") do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Chase of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ACCEPTED BY: (for) North Bay Village, Florida

By: _____

Option: _____

Name: _____

Title: _____

Date: _____

2222 Ponce de Leon Boulevard
Third Floor
Coral Gables, FL
33134

786-671-7480
www.pfm.com

April 17, 2023

Memorandum

To: North Bay Village, Florida

From: PFM Financial Advisors LLC ("PFM")

Re: Bank Note Recommendation Memorandum – General Obligation Note, Series 2023

The purpose of this memorandum is to briefly summarize the proposals received from lending institutions to provide North Bay Village, Florida (the "Village") with a fixed-rate loan in the form of a General Obligation Note, Series 2021 (the "Note") and summarize the recommendation of PFM to move forward with the financing as previously contemplated.

On March 28, 2023, PFM on behalf of the Village distributed a request for proposals to a broad pool of lenders that are active in municipal lending. PFM's recommendation to proceed with a loan in the form of a Note relies upon the facts that: (1) the security type (ad valorem revenues) is well understood by market participants; (2) the desired term of the loan suggests a direct placement would better achieve the Village's objectives; (3) a direct placement limits the administrative burden and costs of issuance. For these reasons, PFM recommended that this request would attract interest from the bank lending community and yield the Village with a favorable result. On April 14, four (4) proposals were received. A full summary of the proposing firms (in alphabetical order), along with a brief summary of the key points from each proposal is included in the matrix that follows.

The Village received proposals that were based on either a rate to be locked from now to closing, or indicative rates that would be locked at a future date prior to closing. In PFM's review of the proposals, it appears that JP Morgan Chase Bank, N.A. ("Chase") provides the best response to the Village. This evaluation is based on a combination of factors as listed in the original request for proposals:

- interest rate proposed
- favorability of terms
- responsibility of terms
- responsiveness of the respondent

A short summary of the provisions found in the top response is provided below.

- Chase – Provided for six different indicative interest rate options, depending on either term (10 or 15 years) and call feature. This interest rate is subject to change with market conditions, though the bank is willing to fix the rate up to 45 days prior to closing without a rate lock agreement, which limits the market exposure of the Village. Chase would allow for prepayment of the loan at 100% of the outstanding par after a certain amount of time has passed, although this feature would require a higher interest rate than the "no optional redemption" option. The Village has the option to choose either a 10- or 15-year term, and in either instance, PFM would recommend choosing an interest rate that has an optional redemption provision.

Chase has been an active loan provider in the municipal sphere, including in Florida and especially for the Village, and as such is comfortable with the Village and will likely not require much due diligence to proceed.

PFM recommends moving forward with the Chase. In addition to the factors outlined previously, this recommendation is based on the fact that Chase proposed interest rates that are significantly lower than the other bids received. Although Chase's rates are indicative, the bank would be willing to fix starting on May 8, so the Village only has roughly 3 weeks of interest rate exposure during that time.

It's important to consider that this method yielded four proposals, which indicates that a competitive process was achieved. In closing, the key benefits of this type of structure, in addition to the economic results, are the significant reduction in costs of issuance as well as administrative burden with respect to preparing offering documents and continuing disclosure requirements. We look forward to continuing to work towards a successful closing for the Note. Please do not hesitate to contact us should you have any questions on the details of the included response matrix.

Preliminary debt service schedule (using indicative rates for options 1C and 2C)

Option 1C: 10-Year Term, Call on June 1, 2028

Maturity	Principal	Rate	Interest	Debt Service
6/1/2024	580,000.00	3.43%	228,666.67	808,666.67
6/1/2025	670,000.00	3.43%	237,356.00	907,356.00
6/1/2026	695,000.00	3.43%	214,375.00	909,375.00
6/1/2027	715,000.00	3.43%	190,536.50	905,536.50
6/1/2028	740,000.00	3.43%	166,012.00	906,012.00
6/1/2029	765,000.00	3.43%	140,630.00	905,630.00
6/1/2030	790,000.00	3.43%	114,390.50	904,390.50
6/1/2031	820,000.00	3.43%	87,293.50	907,293.50
6/1/2032	850,000.00	3.43%	59,167.50	909,167.50
6/1/2033	875,000.00	3.43%	30,012.50	905,012.50
Total	**7,500,000.00**		**1,468,440.17**	**8,968,440.17**

Option 2C: 15-Year Term, Call on June 1, 2028

Maturity	Principal	Rate	Interest	Debt Service
6/1/2024	340,000.00	3.81%	254,000.00	594,000.00
6/1/2025	395,000.00	3.81%	272,796.00	667,796.00
6/1/2026	410,000.00	3.81%	257,746.50	667,746.50
6/1/2027	430,000.00	3.81%	242,125.50	672,125.50
6/1/2028	445,000.00	3.81%	225,742.50	670,742.50
6/1/2029	460,000.00	3.81%	208,788.00	668,788.00
6/1/2030	480,000.00	3.81%	191,262.00	671,262.00
6/1/2031	495,000.00	3.81%	172,974.00	667,974.00
6/1/2032	515,000.00	3.81%	154,114.50	669,114.50
6/1/2033	535,000.00	3.81%	134,493.00	669,493.00
6/1/2034	555,000.00	3.81%	114,109.50	669,109.50
6/1/2035	575,000.00	3.81%	92,964.00	667,964.00
6/1/2036	600,000.00	3.81%	71,056.50	671,056.50
6/1/2037	620,000.00	3.81%	48,196.50	668,196.50
6/1/2038	645,000.00	3.81%	24,574.50	669,574.50
Total	**7,500,000.00**		**2,464,943.00**	**9,964,943.00**

North Bay Village General Obligation Note
Series 2023
Bank Loan RFP Summary

	Flagstar	JP Morgan	Key	Synovus
Structure	10- and 15-Year Tax-Exempt Note	10- and 15-Year Tax-Exempt Note	10- and 15-Year Tax-Exempt Note	10-Year Tax-Exempt Note
Interest Rate	**Fixed Rates:** 10-Year Term: 4.238% 15-Year Term: 4.495%	**Indicative Rates (See Prepayment Penalty Section; 1 is 10-year term, 2 is 15-year term)** **Fixed Rate (1A):** 3.210% **Fixed Rate (1B)**: 3.720% **Fixed Rate (1C):** 3.430% **Fixed Rate (2A):** 3.590% **Fixed Rate (2B):** 4.280% **Fixed Rate (2C):** 3.810%	**Fixed Rates:** 10-Year Term: 4.495% 15-Year Term: 4.657%	**Indicative Rates:** Option A (1-Yr Drawdown): 4.41% Option B (Fully Funded): 4.41%
Rate Locked to Closing, or Date to be Set	the Interest Rate may be adjusted based changes in average life Swap Rate in effect on any of the three (3) days prior to the actual closing date if not closed by June 20, 2023.	The actual rate of interest borne by the Note will be set by mutual agreement between Bank and the Village upon receipt of a written confirmation awarding sale of the Note to the Bank, on or before May 8, with a scheduled closing of June 20, 2023	This Interest Rate Lock needs to be accepted by the Borrower no later than April 21, 2023 and would be valid for closing on or before June 20, 2023.	Rate held until May 13, and then rate set at the formula below three days prior to closing (79% of 10-Yr TSY) + 172 bps
Final Maturity	6/1/33 or 6/1/38	6/1/33 or 6/1/38	6/1/33 or 6/1/38	6/1/33
Prepayment Penalty	Prepayment anytime with 30 days' notice at 101% of par.	**Fixed Rate (1A):** No Call Option **Fixed Rate (1B)**: Call on June 1, 2026 **Fixed Rate (1C):** Call on June 1, 2028 **Fixed Rate (2A):** No Call Option **Fixed Rate (2B):** Call on June 1, 2026 **Fixed Rate (2C):** Call on June 1, 2028	The Facility may be prepaid in whole, but not in part, anytime at par plus accrued interest, one year after closing.	No prepayment penalty
Bank Counsel Fee	$5,000	$7,500	$0	$7,500
Other Conditions	Rate hold date needs to be double checked as there appears to be a typo in proposal Excessive taxable interest rate with confusing language			

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: May 9, 2023

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andrew Rotondaro and Commissioner Rachel Streitfeld

SUBJECT: **Update on the Island Walk's Publicly Inaccessible Properties -** ***Sponsored by Commissioner Andy Rotondaro and Commissioner Rachel Streitfeld***

RECOMMENDATION
The Village Manager and Village Attorney will provide a verbal update.

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
To be determined

PERSONNEL IMPACT
None

ATTACHMENTS
20220308 Island Walk Status Update PPT.pptx



North Bay Village
Island Walk Update
(Treasure Island & Harbor Island)

March 8, 2023

NBV100 Island Walk Renderings



Benihana Island Walk & New Seawall



Island Walk:
Benefits to the Community

- Year-Round Public Amenity
- Iconic Branding Opportunity
- Economic Development Tool – brings visitors and businesses
- Recreation, Exercise
- Public Art
- Place to Enjoy Nature, Dolphins, the Bay
- All of the above are associated with property value increases

Island Walk Benefit-Cost Analysis

Two local and comparable linear parks currently being developed:

- City of Miami – McArthur Causeway Bay Walk (Lambert Advisors, April 2019)
- The Underline (HR&A Advisors Inc., December 2015)

Island Walk Benefit-Cost Analysis

City of Miami – Economic Impact Study

- Over the last 40 years the Baywalk has been under development to create a +/- 5 mile linear urban trail.
- The Miami Downtown Development Authority (DDA) evaluated the economic, fiscal, and broader community benefits of the Baywalk.
- Increase of property value of 3% to 4% estimated to produce an additional $1.46 to $1.95 million per year in additional ad valorem.
- 1,304 taxable units are under construction adding another $300,000 - $400,000 or more per year in additional ad valorem once complete. These properties should also experience a 3% to 4% increase in property value.

Comparable Boardwalk Economic Impact Studies

The Underline – Economic Impact Study

- A signature linear park and urban trail that connects neighborhoods throughout a 10-mile corridor (Downtown Miami to Dadeland).
- Creates $300-$485 million in incremental assessed value for property owners.
- Increased property values will equate to $6 to $10 million in new annual tax for Miami-Dade and the Cities of Miami, Coral Gables and South Miami.
- 20 million square feet of development across corridor with total estimated $3 billion in new gross taxable value.
    - Of these new projects, the Underline is projected to add $150 million in incremental assessed value, generating up to $3 million in additional fiscal revenue per year.
- Impact of parks operation and maintenance creates new employment and economic activity throughout the region.
    - $50 million total economic output per year
    - 400+ total jobs annually
        - $15 million+ total annual compensation
- Increased quality of life
- Attracts businesses & residents

Seawall Benefit-Cost Analysis

- The existing seawalls along the north side of Treasure Island range in elevation from 2.16’ NAVD to 5.94’ NAVD.
- Highest king tide on record occurred on October 2017 at an elevation of 2.27 ft NAVD, thus already exceeding some seawall elevations.
- New NBV seawall design criteria: all new or substantially rehabilitated seawalls to be installed at a height of 5.94’ NAVD.

Seawall Benefit-Cost Analysis









Figure 2. Proposed Seawall Limits and Parcel Identification

Table 1. Current Seawall Elevations and Flood Exceedance

Parcel Identification No.	Current Seawall Elevation (FT-NAVD)	Exceeded by...		
		Oct. 2017 King Tide (2.27 FT-NAVD)	2040 King Tide (3.69 FT-NAVD)	2070 King Tide (5.60 FT-NAVD)
1	2.40	No	YES	YES
2	2.75	No	YES	YES
3	1.66	YES	YES	YES
4	2.16	YES	YES	YES
5	2.51	No	YES	YES
6	4.18	No	No	YES
7	5.94	No	No	No
8	4.95	No	No	YES
9	2.92	No	YES	YES
10	2.36	No	YES	YES
11	4.77	No	No	YES
12	5.80	No	No	No
13	5.40	No	No	YES

Seawall Benefit-Cost Analysis

Flooding impacts shown on the right assume a 25% value loss for any property flooded during the various king tide events. For the 2040 King Tide event, this loss equates to almost $10 million.

These numbers are conservative as these values do not take into account specific site infrastructure or dollar losses associated with service interruption.

The average existing multi-family property currently generates a tax revenue of $250,000 to $420,000, annually. New developments can provide a much higher tax revenue due to increased density allowances and relaxed height restrictions.

Table 3. 2020 Property Values and Tax Revenue with Potential Flood Impacts

Parcel No.	Folio No.	2020 Assessed Value	2020 Property Taxes	Potential Flood Impacts**		
				Oct. 2017 King Tide Flood	2040 King Tide Flood	2070 King Tide Flood
1	23-3209-000-0200	$7,587,204	$174,795		X	X
2	23-3209-000-0201	$13,033,149	$290,038		X	X
3	23-3209-000-0020	$3,366,000	$73,954	X	X	X
4	23-3209-000-0030	$4,460,102	$97,992	X	X	X
5	23-3209-000-0031	$1,022,183	$23,379		X	X
	23-3209-000-0040	$3,476,000	$79,427			X
6*	23-3209-044-0001 (reference only - Condo)	$14,250,000	$248,400			X
7	23-3209-000-0060	$4,148,048	$93,111			
8	23-3209-000-0090	$2,830,923	$60,336			X
9	23-3209-000-0100	$2,704,481	$59,641		X	X
10	23-3209-000-0110	$5,723,341	$125,714		X	X
11	23-3209-000-0120	$8,800,000	$210,528			X
	23-3209-000-0131	$5,844,011	$139,092			X
12*	23-3209-025-0001 (reference only - Condo)	$25,740,000	$389,862			
13*	23-3209-050-0001 (reference only - Condo)	$23,600,000	$417,248			X
Total Value =		$126,585,442	$2,483,514	$1,956,526	$9,474,115	$24,174,349

= Vacant Parcel/Purchased for Redevelopment

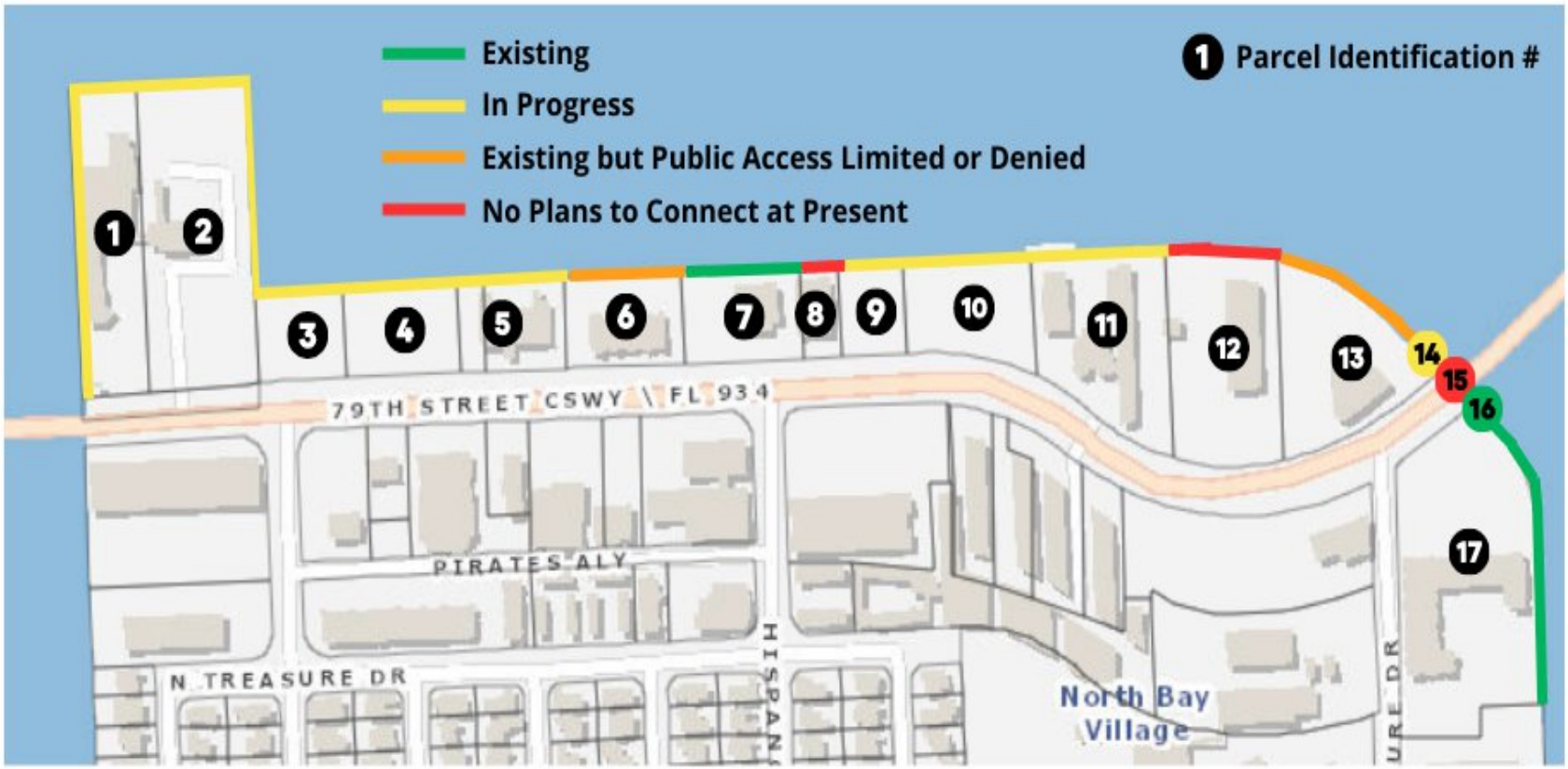
** Parcels 6, 12, and 13 contain multi-family condo buildings. Assessed Value and Property Taxes were based on Average Condo Assess Value and total number of units in each building. Refer to Table 4 for additional information.*

*** Potential impacts are based on an assumed 25% impact to the current assessed property value for each parcel demonstrating flooding during the various king tide events.*

2021: A Year of Considerable Progress for Redevelopment of Northern Perimeter of Treasure Island

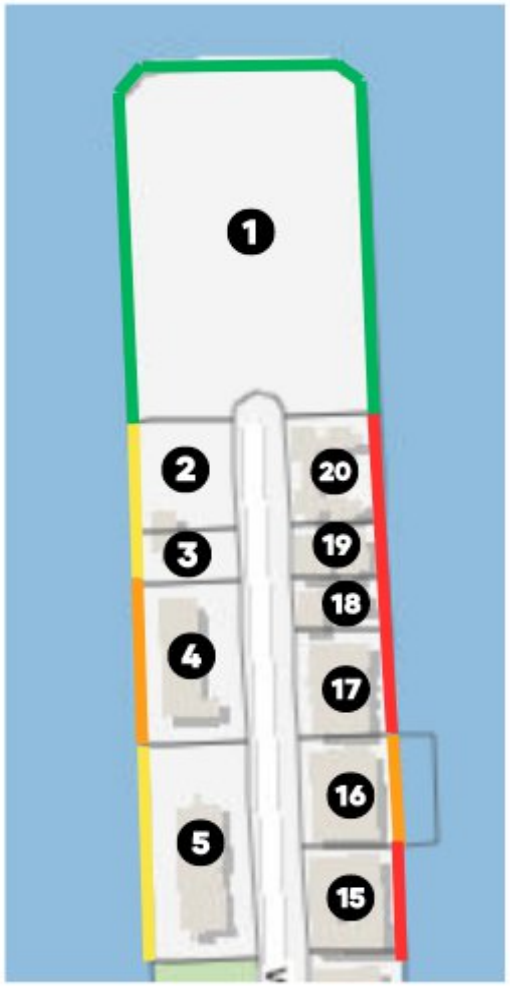
- Seawall design criteria adopted = new, consistent standard
- Island Walk design criteria adopted = new, consistent standard
- Treasure Island Causeway zoning improvements = a number of properties have sold.
- RM-70 (including Harbor Island) rezoning underway = outcome TBD.
- Result of the above = the Island Walk isn't 1 project; it's several projects.

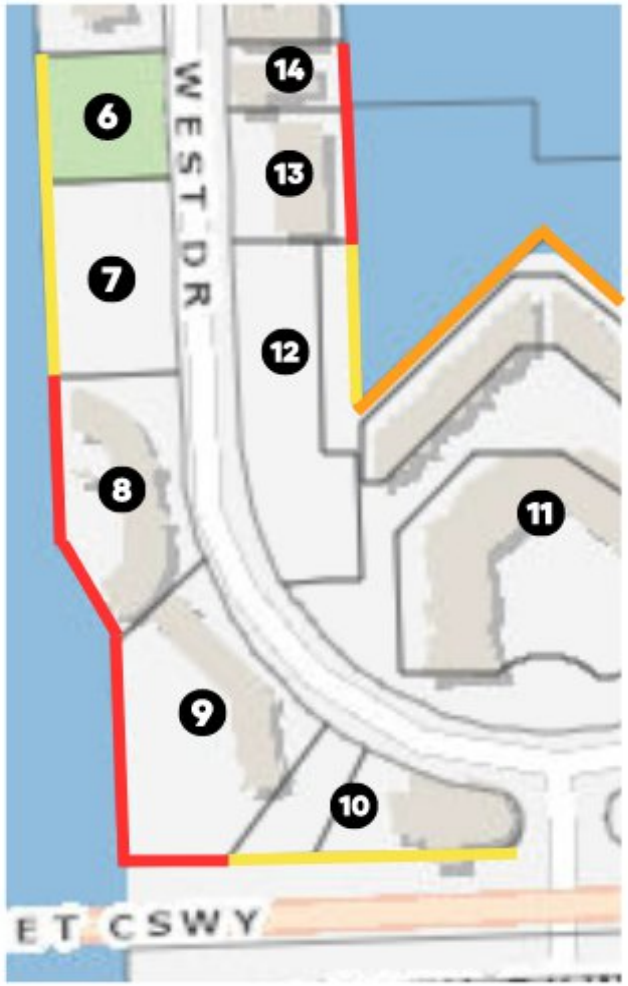
Island Walk Conceptual
Treasure Island



Island Walk Conceptual
Harbor Island (West Drive)

1 Parcel Identification
Existing
In Progress
Existing but Public Access Limited or Denied
No Plans to Connect at Present





Island Walk - 7904 & 7910 West Drive







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Island Walk Conceptual
Harbor Island (East Drive)

