VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

AGENDA
REGULAR COUNCIL MEETING
MONDAY, JANUARY 9, 2023 – 7:00 PM

(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET
PALMETTO BAY, FL 33157
(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Recognition of Martin Luther King, Jr., Day

   B. Recognition of Palmetto Bay residents, Cynthia Demos and Matt Rubino for a Suncoast Emmy for their documentary: A History of Black Miami

C. Recognition of Palmetto Bay resident, Andrea Phillips-Lopez for her CBS4 Miami Proud documentary series: Surfside Collapse Stories

D. Recognition of Palmetto Bay resident, Terri Stephen: White House Decorations

3. APPROVAL OF MINUTES

A. Regular Council Meeting (December 5, 2022)

4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

Individuals wishing to speak on matters on the agenda and on items pertinent to the Village may do so by speaking during this section of agenda. The Mayor will recognize those persons who wish to speak. Each speaker must sign in prior to speaking on the designated public commentary sign-in sheet. Items for public hearing provided for within the agenda shall not be a topic of discussion during this section of agenda. Please limit your comments to three (3) minutes or less. Public comments made by members of the public are important to the Village Council. Speakers will address the Village Council with respect.

5. VILLAGE MANAGER'S REPORT

A. Manager's Report

B. Police Commander Report

6. VILLAGE ATTORNEY'S REPORT

A. Litigation update

7. VILLAGE CLERK'S REPORT

A. Calendar update for the month of January 2023

8. BOARD AND COMMITTEE REPORTS

A. Resiliency Committee Meeting (October 26, 2022)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CHARITABLE CONTRIBUTIONS AND FEE WAIVERS; AMENDING SECTION 2-22 OF THE VILLAGE CODE OF ORDINANCES REGARDING WHAT CONSTITUTES CHARITABLE CONTRABUTIONS; AUTHORIZING THE VILLAGE MANAGER TO APPROVE REQUESTS FOR FEE WAIVERS UP TO THE AMOUNT OF FIVE HUNDRED DOLLARS ($500.00); ADDING THALATTA ESTATE PARK TO THE

REQUIRMENT OF A FOUR-FIFTHS (4/5) VOTE TO ALLOW A WAIVER OF FEES AND COSTS FOR THE USE OF THE FACILITY; REQUIRING THE CONFIRMATION OF THE VALIDITY OF ANY CHARITY REQUESTING A FEE WAIVER; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Leanne Tellam)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AUTHORIZING CHARITABLE CONTRIBUTIONS; AMENDING ORDINANCE 2017-19 AND SECTION 2.22 OF THE VILLAGE CODE OF ORDINANCES BY THE ADDITION OF FEE WAIVERS OR STAFF TIME FOR THE USE OF VILLAGE PARKS AND PROPERTY, INCLUDING MONETARY CONTRIBUTION, EXPENDITURES OF FUNDS, OR RESOURCES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE CLERK TO READ, DIRECTLY AFTER THE PLEDGE TO THE FLAG, THE CIVILITY STATEMENT, WHICH IS CURRENTLY PART OF EVERY COUNCIL AGENDA, IN ORDER TO BEGIN THE COUNCIL MEETING WITH THE PROPER SHOW OF RESPECT TO THE PUBLIC AND COUNCILMEMBERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

12. CONSENT AGENDA Any items shall be removed from the Consent Agenda for discussion or separate vote if requested or "pulled" by a Councilmember.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CERTIFYING AND DECLARING THE CERTIFIED RESULTS OF THE GENERAL ELECTION OF NOVEMBER 8, 2022; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 1, 2023, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

13. RESOLUTIONS REQUIRING PUBLIC HEARING All persons addressing the Village Council shall be sworn-in prior to giving testimony and may be subject to cross examination. All persons addressing the Village Council shall state their name and address for the record.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF PALMETTO BAY, FLORIDA, RELATING TO AN APPEAL OF AN ADMINISTRATIVE DECISION REGARDING 7253 & 7271 SW 168 STREET; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE. (*Sponsored by Administration)*

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF

PALMETTO BAY, FLORIDA; APPROVING THE 2023 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING RESOLUTION 2022-49 RELATING TO THE WELL ABANDONMENT PROGRAM; CANCELING THE PROGRAM AND RETURNING THE UNEXPENDED FUNDS FOR REALLOCATION FOR OTHER PROJECTS AS DETERMINED BY VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT RFP #18/19-2, FOR THE RETROFITTING AND UPDATING OF THE LIGHTING SYSTEM WITHIN THE BASKETBLL COURTS AT PALMETTO BAY PARK AT A COST NOT TO EXCEED $66,500, WITH FIFTY PERCENT (50%) OF THE COST PROVIDED FROM THE STATE OF FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAID COMPANY AND APPROVE THE FISCAL YEAR EXPENDITURE NOT TO EXCEED TWO HUNDERD AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($ 250,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO HEAVY EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICE, INC., THROUGH FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA20-EQUI18.0; FOR THE PURCHASE OF A TRAILER MOUNTED BRUSH-CHIPPER MODEL NO. BC1500XL AND TRADE-IN OF THE VILLAGE ‘S 2005 BC1400, AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND TWO HUNDERED AND SEVENTY-ONE DOLLARS AND NINETY-FIVE CENTS ($ 78,271.95); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COMMUNITY DEVELOPMENT; ACCEPTING AND ADOPTING THE CREATION OF THE COMMUNITY RATING SYSTEM (CRS) PROGRAM FLOODPLAIN MANAGEMENT PLAN (FMP) AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE UPDATE OF THE COMPREHENSIVE PLAN CONSISTENT WITH FLORIDA STATUTE 163.3161, "THE COMMUNITY PLANNING ACT"; APPROVING THE SELECTION OF STANTEC CONSULTING SERVICES TO PREPARE THE COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR THE SERVICES IN THE AMOUNT OF NINETY-NINE THOUSAND TWO HUNDRED ($99,200.00) DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED AS A POCKET PARK; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT (Monday, February 6, 2023)

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed.

AMERICAN DISABBILITIES ACT OF 1990

This meeting is open to the public. In accordance with the American Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Village Clerk at (305) 259-1234 no later than four (4) days prior to the meeting. Hearing Assistance Devices are available with the Village Clerk.

AGENDA ITEM NO. 2.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Proclamation
AGENDA SECTION:	PROCLAMATIONS, AWARDS, PRESENTATIONS
SUBJECT:	Recognition of Martin Luther King, Jr., Day
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Recognition
AGENDA SECTION:	PROCLAMATIONS, AWARDS, PRESENTATIONS
SUBJECT:	Recognition of Palmetto Bay residents, Cynthia Demos and Matt Rubino for a Suncoast Emmy for their documentary: A History of Black Miami
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Recognition
AGENDA SECTION:	PROCLAMATIONS, AWARDS, PRESENTATIONS
SUBJECT:	Recognition of Palmetto Bay resident, Andrea Phillips-Lopez for her CBS4 Miami Proud documentary series: Surfside Collapse Stories
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 2.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Recognition
AGENDA SECTION:	PROCLAMATIONS, AWARDS, PRESENTATIONS
SUBJECT:	Recognition of Palmetto Bay resident, Terri Stephen: White House Decorations
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 3.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (December 5, 2022)
SUGGESTED ACTION:	

ATTACHMENTS:
2022-12-05-Regular-Minutes

VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

MINUTES
REGULAR VILLAGE COUNCIL MEETING
MONDAY, DECEMBER 5, 2022 – 7:00 PM

(IMMEDIATELY FOLLOWING THE SWEARING-IN CEREMONY OF THE RE-ELECTED MAYOR AND COUNCILMEMBERS)

9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER: Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

The Regular Council Meeting was called to order at approximately 8:02 PM, immediately following the Swearing-in Ceremony of the re-elected Mayor, Karyn Cunningham and re-elected Councilmembers, Patrick Fiore, and Marsha Matson.

The following members of the Village Council were present during the roll call:

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Patrick Fiore
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officials were in attendance:
Village Attorney John C. Dellagloria
Village Manager Nick Marano
Village Clerk Missy Arocha

The invocation was led during the swearing-in ceremony.

Girl Scout Troop #457 led the pledge of allegiance.

The Decorum Statement was disposed.

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

There were no proclamations, awards, or presentations.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (November 7, 2022)

Councilmember Steve Cody **motioned** to approve the minutes. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

All members of the public read their public comments into the record for a time allotment of three minutes.

The following public comments were made in person during the meeting:

- Vitality Falcovitch (9280 SW 167th Terrace) – thanked the Village Council for their public service.

- Eric Tullberg (7884 SW 179th Terrace) – spoke opposed to golf carts being permitted on multi-user paths with pedestrians unless they are at least 14 feet wide and spoke in support of a bicycle pedestrian plan.

- Tatiana Bosch (7435 SW 147th Street) – spoke in support of item 12A and urged the Council to approve the fee waiver.

- Chad Heffernan (7490 SW 154th Street) – spoke in support of item 14B and urged the Council to approve the concept of a shared path on SW 184th Street for bicyclists, pedestrians, and golf cart drivers.

- Jorge Pulido (16025 SW 89th Avenue) – spoke in support of the approval of pocket parks throughout the Village and urged the Council to consider the implementation of a welcome packet for new residents in the community. He also spoke in support of the creation of a Mobility Committee relating to traffic, golf carts, pedestrians, and bikes.

There were no speakers wishing to speak in the virtual lobby.

Village Clerk Arocha read the public comments submitted by form, attached as "**Exhibit A**".

5. VILLAGE MANAGER'S REPORT

Village Manager Marano explained that the detailed report was part of the agenda packet, and he recited the highlights of his Manager's Report. Following his report, he answered questions raised by the Council.

Major Mari Guerra provided the monthly Police Commander Report. She illustrated the Compstat Reports for the month of November 2022 and answered questions raised by the Village Council regarding crime and statistics.

6. VILLAGE ATTORNEY'S REPORT

Attorney Dellagloria provided a litigation update on open litigation cases with the Village and answered questions raised by the Village Council.

7. VILLAGE CLERK'S REPORT

Village Clerk Arocha provided a calendar update for the month of December 2022.

8. BOARD AND COMMITTEE REPORTS

A. Parks & Rec./Community Outreach Comm Mtg. (October 6, 2022)

Councilmember Patrick Fiore **motioned** to approve Board and Committee Reports. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING: None.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; SUSPENDING THE IMPLEMENTATION OF ORDINANCE 2021-22 REGARDING THE AMENDMENT TO SCHEDULE "A" OF THE CODE OF ORDINANCES RELATING TO COMMERCIAL PARK IMPACT FEES; PROVIDING FOR A COMPREHENSIVE REVIEW OF COMMERCIAL PARK IMPACT FEES FOR NEW DEVELOPMENTS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 11A was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

Attorney Dellagloria provided an explanation of the Ordinance on First Reading and reported that F.S., 163.31801 allows municipalities to establish impact fees to support new growth and in 2018, the Council established a park impact fee via Ordinance 18-05 that established a village-wide basis allocation towards the acquisition and development of park land in the community. He further explained the Ordinance 21-22 amended the park impact fee to establish a park impact fee for commercial properties. He urged the Council to support the approval of the Department of Community and Economic Development to seek and conduct a comprehensive review of the impact fees imposed by the Village and in the meantime, suspend temporarily the collection of fees. Following his report, he answered questions raised by the Council.

Discussion ensued between Attorney Dellagloria and the Council regarding the temporary suspension of fees and the amount of time it would take to complete the comprehensive review.

The question was called in favor of the Ordinance on First Reading via a roll-call vote:

- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - YES
- Councilmember Patrick Fiore - YES
- Mayor Karyn Cunningham - YES
- Vice Mayor Leanne Tellam - YES

All voted in favor (5-0). The Ordinance passed unanimously.

12. CONSENT AGENDA

Clerk Arocha announced that item 12A, 12B, and 12C were timely pulled from the Consent Agenda.

Councilmember Steve Cody **motioned** to approve item 12C and hear all the items pulled from the consent agenda prior to Resolutions with Public Comment. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COSTS ON MARCH 31, 2023, TO ANGEL FRASER-LOGAN DANCE COMPANY, FOR THE PURPOSE OF CONDUCTING A FUNDRAISER GALA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 12A was moved by Councilmember Steve Cody. Councilmember Patrick Fiore seconded.

Councilmember Marsha Matson spoke opposed to the approval of the Resolution and reported that the organization is requesting the use of Thalatta Estate on a Friday night which amounts to approximately $4,950. She spoke in support of the organization but opposed to the fee waiver. She questioned the criteria for awarding the use of Thalatta Estate and questioned if there was a screening process for the use of the facility.

Parks and Recreation Director, Fanny Carmona answered that there is no set Ordinance established by Council on those terms, but that fee waivers are to be brought to Council for approval.

Vice Mayor Leanne Tellam questioned the estimated loss of revenue for the use of the facility on a Friday evening.

Ms. Carmona responded that the revenue loss would be the staff time that is working the event on that evening.

Vice Mayor Leanne Tellam questioned how many staff members and how many hours would be dedicated to the event.

Ms. Carmona responded, approximately 2-3 staff members at their hourly rate.

Discussion ensued between Director Carmona and the Village Council regarding the estimated cost of revenue loss. Following the discussion, the question was called in favor of the Resolution.

The Resolution passed (3-2); Vice Mayor Leanne Tellam and Councilmember Marsha Matson voted in opposition.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COSTS ON JANUARY 18, 2023, TO CALVARY CHURCH MINISTRIES, INC., FOR THE PURPOSE OF CONDUCTING A TEAM BUILDING CONNECT GROUP PARTY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 12B was moved by Councilmember Steve Cody. Councilmember Patrick Fiore seconded.

Councilmember Marsha Matson spoke in support of the organization; however, she spoke opposed to the fee waiver.

No other member of the Council spoke opposed to the item.

The Resolution passed (4-1); Councilmember Marsha Matson voted in opposition.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC MEETINGS; SCHEDULING THE FOLLOWING PUBLIC MEETINGS OF THE VILLAGE COUNCIL: REGULAR COUNCIL MEETINGS; ZONING AND LAND DEVELOPMENT MEETINGS; COMMITTEE OF THE WHOLE WORKSHOPS, AND BUDGET WORKSHOPS FOR CALENDAR YEAR 2023; RESCINDING ALL PRIOR RESOLUTIONS WHICH ESTABLISHED DATES AND TIMES FOR THESE PUBLIC MEETINGS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

Item 12C was moved by Vice Mayor Leanne Tellam. seconded by Councilmember Steve Cody.

Councilmember Marsha Matson spoke opposed to the Committee of the Whole Workshops being held virtually and, on a Wednesday, instead of Tuesday. She urged the Council not to support hosting the Committee of the Whole Workshops virtually but rather to be held in person at Village Hall. She explained that the proposed calendar depicted a fewer number of workshops.

Discussion ensued between the members of the Village Council regarding the proposed schedule for calendar year 2023.

The Resolution passed (4-1); Councilmember Marsha Matson voted opposed.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE DONATION OF A GAZEBO RENTAL FOR CORAL REEF PARK TO THE DEERING ESTATE FOUNDATION, IN SUPPORT OF THEIR FORTHCOMING FUND-RAISING AUCTION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 12D passed on the consent agenda.

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; APPROVING THE SECOND TURNOVER AGREEMENT, DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE, AND AUTHORIZING THE VILLAGE MANAGER TO PURCHASE THE PROPERTY FOR ONE DOLLAR AND NO CENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14A was moved by Councilmember Steve Cody. Councilmember Patrick Fiore seconded.

Manager Marano provided an explanation on the Resolution and reported that the Village and property owner of the land are ready to move forward with the second turnover agreement, a covenant in lieu of the unity of title, and the purchase of the property once that the plat is completed.

Councilmember Marsha Matson spoke opposed to the approval of the second turnover agreement and urged the Council to wait until the final plat is received before the agreement is executed.

Manager Marano recommended that the Council proceed with the approval of the agreement.

Attorney Dellagloria answered questions raised by the Council regarding the legality of the agreement between the Village and the property owner.

The Resolution passed (4-1); Councilmember Marsha Matson voted opposed.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO EXPLORING THE CONCEPT OF A SHARED PATH ON SW 184TH STREET FROM U.S. 1 TO OLD CUTLER ROAD FOR USE BY PEDESTRIANS, EMPLOYEES, BICYCLISTS, AND GOLF CART DRIVERS; DIRECTING THE MANAGER TO IDENTIFY ESTIMATED COSTS AND POTENTIAL FUNDING MECHANISMS; TO COLLABORATE WITH RELEVANT COUNTY AND MUNICIPAL OFFICIALS; TO PRESENT SAID INFORMATION TO THE VILLAGE COUNCIL FOR FURTHER CONSIDERATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14B was moved by Councilmember Marsha Matson.

Item 14B failed for a lack of a second.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER TO RECOGNIZE AND DESIGNATE "LAW ENFORCEMENT APPRECIATION DAY" AS A PAID VILLAGE HOLIDAY TO BE OBSERVED ON THE FRIDAY BEFORE NATIONAL POLICE WEEK OF EACH YEAR FOR FULL-TIME VILLAGE EMPLOYEES; DIRECTING THE VILLAGE MANAGER TO IMPLEMENT THE LAW ENFORCEMENT APPRECIATION DAY HOLIDAY BEGINNING IN 2023 FOR VILLAGE EMPLOYEES; AND FURTHER DIRECTING THE VILLAGE MANAGER TO DESIGNATE AND OBSERVE THE INCLUSION OF THE ANNUAL LAW ENFORCEMENT APPRECIATION DAY HOLIDAY IN THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Mayor Karyn Cunningham handed the gavel to Vice Mayor Leanne Tellam. No objections were made by Council.

Item 14C was moved by Mayor Karyn Cunningham. Seconded by Councilmember Steve Cody.

Councilmember Patrick Fiore and Councilmember Steve Cody spoke in support of the Resolution and urged the Council to approve the observance of the proposed holiday.

Councilmember Marsha Matson reported that the Village has 12 approved holidays, and that the addition of the Law Enforcement Appreciation Day would amount to 13 paid holidays.

At 9:56 PM, Mayor Karyn Cunningham **motioned** to extend the meeting to 10:15 PM. The motion was **seconded** by Councilmember Marsha Matson. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Marsha Matson spoke opposed to observing a law enforcement appreciation day to appreciate the police; however, the police would be required to work on that day and would not be able to take the time off from work.

Mayor Karyn Cunningham explained that the Village's policing unit is part of Miami-Dade County Police Department, and the county already observes and provides the benefits of the holiday by MDCPD, and that the county expanded the holiday to all their employees – not just police.

Human Resources Director, Olga Cadaval explained that the observance of the holiday would apply to Village full-time employees only.

Vice Mayor Leanne Tellam spoke in support of having the Village's police honored but opposed to observing the holiday to the entire village staff.

The Resolution passed (3-2); Vice Mayor Leanne Tellam and Councilmember Marsha Matson voted in opposition.

15. OTHER BUSINESS: None.

16. COUNCIL COMMENTS

Councilmember Patrick Fiore welcomed back Mayor Karyn Cunningham and Councilmember Marsha Matson to their re-elected seats. He also reported that he has an arranged meeting with resident Chad Heffernan to discuss proposing the county for golf cart users in the Village.

Councilmember Marsha Matson thanked everyone that joined and participated in the swearing-in ceremony.

Vice Mayor Leanne Tellam asked for clarification within the budget process about the coral reef park recreational building and questioned if the building would be part of the park's master plan or not.

Mayor Karyn Cunningham reported that the coral reef park recreational building is essential to be part of the park's master plan process.

Manager Marano reported that he will be meeting with the consultant regarding the Parks Master Plan project and will report back to the Council.

17. NEXT MEETING AND ADJOURNMENT

Vice Mayor Leanne Tellam **motioned** to adjourn the meeting at 10:13 PM. The motion was **seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

The next Regular Council Meeting is scheduled for Monday, January 9, 2023.

The meeting minutes were approved this 9th day of January, 2023.

Attest:

_____	_____
Karyn Cunningham, Mayor	Missy Arocha, Village Clerk

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 6:11 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/5/2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Brian Binker
Email Address	G8binker@gmail.com
Address	9431 sw 185 ter
City	Cutler Bay
State	Fl
Zip Code	33157
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14B

Comments (type your comments in the box below)	Having a golf cart path along sw 184th would promote the legal and safe use of alternative transportation in the bays area. Being able to use our golf cart for short outings between Palmetto Bay and Cutler Bay makes these errands not only fun but also better for the environment. Building this path would go a long way in showing that carts are seen as viable transportation within the bays area and should be used when applicable but should always be driven safely and responsibly. Thank you
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: Missy Arocha
Sent: Monday, December 5, 2022 5:31 PM
To: Village Council
Cc: John Dellagloria; Nick Marano; Missy Arocha
Subject: Public Comments - Submitted by Form (Regular Meeting: December 5, 2022)
Attachments: [EXT] Online Form Submittal: Public Comments Form; [EXT] Online Form Submittal: Public Comments Form; [EXT] Online Form Submittal: Public Comments Form; [EXT] Online Form Submittal: Public Comments Form; [EXT] Online Form Submittal: Public Comments Form; [EXT] Online Form Submittal: Public Comments Form; [EXT] Online Form Submittal: Public Comments Form

Dear Honorable Mayor and Village Council:

Attached are the public Comments submitted by form for the Regular Meeting: December 5, 2022.

Respectfully,

Missy Arocha, ***MPA***
Village Clerk / Passport Acceptance Facility Manager
Village of Palmetto Bay

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 12:46 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	December 5, 2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Pam Gorman
Email Address	psgorman@aol.com
Address	14140 SW 72nd Avenue, Palmetto Bay, Florida 33158
City	Palmetto Bay, Miami-Dade, Florida, USA
State	FL
Zip Code	33158
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	Tonight, I would like to address the Council regarding Agenda Item 14E sponsored by Councilmember Marsha Matson on November 7, 2022, Regular Council Meeting. The resolution called for the Council to censure Councilmember Steve Cody in violation of resolution No. 2017-27 who failed to maintain civility and respect to residents. The resolution exhibit demonstrates, without question, that Councilmember Cody has no respect for either the residents or the official office he holds representing Palmetto Bay. The Council has the responsibility to always

	uphold civility and respect to residents. The fact that no Councilmember would second the item reflects poorly on our Village elected officials as approval of uncivil and disrespectful treatment by Councilmember Steve Cody to residents.
	(Section Break)
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 12:15 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/5/2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Heather Keenan
Email Address	hkeenan23@gmail.com
Address	8460 SW 181st St
City	Palmetto Bay
State	FL
Zip Code	33157-6046
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	Last month at the Regular Council Meeting on November 7, 2022, not one member of the Village Council would second Marsha Matson's Agenda item 14E, censuring Councilmember Steve Cody. This effectively prevented bringing the agenda item to a vote. As public figures, Palmetto Bay's elected officials should conduct themselves at all times in a respectful manner to its residents, but even more importantly when they are acting in the capacity of a member of the council on public email. Steve Cody strayed incredibly far from professional and

courteous public discourse on October 13, 2022, when he sent the exhibit email that was included on agenda item 14E. The email was composed to directly degrade resident Carol Johnson Vega and disparage resident Jennifer Santino Finger of the Neighborhood Protection Committee. In the email he purposefully addressed Carol Johnson Vega as "Karen" which has been coined as a derogatory term for a privileged white woman making demands. He suggested she is hard of hearing which is clearly meant to be derogatory toward disabled people with hearing impairments, inferred that she cannot afford healthcare, and referred to her as a member of the "Ignorant Tight-A$$ Club". From the greeting to the closing sentence, the tone of the entire email was 100% disrespectful, purposefully demeaning, and written from his government email address, not as a private citizen, as if he feels he is above any consequences for his behavior. It is unconscionable that this type of correspondence with a resident was ignored by the rest of the council as they are elected to represent the people of Palmetto Bay. Steve Cody's actions were endorsed with impunity, clearly communicating to Palmetto Bay that blatant disrespect of the residents by the council as a whole is acceptable. You had the obligation and opportunity to hold him accountable for his shameful actions. Lack of any councilmembers' support for this agenda item calling for his censure should be construed as approval of his uncivil treatment of our residents.

(Section Break)

Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*

Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 12:08 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/5/22
Meeting Type	Special Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Heather Socolow
Email Address	heathers@coredesigngroup.com
Address	14922 sw 74 Place
City	Palmetto Bay
State	FL
Zip Code	33158
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	golf cart access via a pathway along 184
	(Section Break)
Agenda Item No.	*Field not completed.*

Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 11:11 AM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/5/2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Hillary Girard Sturkie
Email Address	hilsturkie@gmail.com
Address	17522 SW 84th Ave
City	Palmetto Bay
State	FL
Zip Code	33157
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14B

Comments (type your comments in the box below)	Please support this project. A dedicated lane for golf carts to safely travel from Old Cutler to US 1 is desperately needed for the safety of motorists and golf carts. An entrance into the Publix plaza on 185/US1 is also necessary and would make more available parking in that congested plaza.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, December 5, 2022 7:48 AM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/05/2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Jim Haas
Email Address	buick528@aol.com
Address	17902 SW 77 Court
City	Palmetto Bay
State	Fla
Zip Code	33157
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14B

Comments (type your comments in the box below)	I strongly support this agenda proposal. There is no downside to this proposal provided it has minimal encroachment on existing right of ways paying particular attention to the long term County plans to possibly 4 lane 184 St for the same distance and available right of ways. I will volunteer my time if a Commitee is formed to work with the Village Manager and Public Works to solicit resident input and collaboration. Thank you.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Sunday, December 4, 2022 5:25 PM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/5/2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	Tomas Gonzalez
Email Address	tg9254@gmail.com
Address	9254 SW 180th. St.
City	Palmetto Bay
State	FL
Zip Code	33157
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14B

Comments (type your comments in the box below)	I give total support to establishing a shared path on 184th St. to include golf carts. It would be a great way for the carts to to travel to our beautiful bay locations without using prohibited roads.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
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Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Saturday, December 3, 2022 10:30 AM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/05/2022
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	*Field not completed.*
Name	Alex Gil
Email Address	agil4498@yahoo.com
Address	21982 SW 93 Place
City	Cutler Bay
State	Florida
Zip Code	33190
Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
	(Section Break)
Agenda Item No.	14B

Comments (type your comments in the box below)	I am a long time resident of both palmetto bay and cutler bay over the years. And one of the reasons i love living in cutler bay at the moment is the freedom of driving around in my golf cart. besides the fact that i save gas and its healthier for the environment, it gives a great sense of community and makes us stand out in this run of the mill miami. I am all for making this a safer way to travel in my golf cart. for me and my family. a designated lane would help so much in reducing traffic and helping people move east and west through palmetto bay. it would also help local business like deering estate and the others. Please do like culter bay and make palmetto bay more golf cart friendly. all the parades bring people to the area and help generate money for local businesses. Thank you for your time.
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
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Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Missy Arocha

From: noreply@civicplus.com
Sent: Wednesday, November 30, 2022 11:55 AM
To: Melissa Dodge; Missy Arocha
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	12/05/22
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	Check here if you affirm that the information provided herein is true and accurate
Name	William Kestel
Email Address	Bill.kestel@yahoo.com
Address	16720 sw 83 ave
City	Palmetto Bay
State	FL
Zip Code	33157
Meeting Agenda Link	Agenda Center
(Section Break)	
General Public Comments - "Requests, Petitions & Public Comments Submitted"	*Field not completed.*
(Section Break)	
Agenda Item No.	14B

Comments (type your comments in the box below)	I fully support Resolution 14B as written. Please consider this resolution for approval. Palmetto Bay's Golf Cart roadway and pathway access should be increased for better mobility options
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

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AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Yani Modrono, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Manager's Report
SUGGESTED ACTION:	

ATTACHMENTS:
Manager's Report - January 9, 2023docx.pdf

Manager's Report

FINANCE

November

- The expenditures in November 2022 were $579,448, 3.28% of the total budget, compared to budgeted expenditures of $1,560,130, a surplus of 5.05% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,560,130 or 8.33% per month. This does not consider the timing of expenditures such as Police or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $941,756 or 5.03 % compared to budgeted expenditures of $3,120,260 or 16.66%.

- FY2022 has ended the year with an operating surplus of $5,522,239 prior to transfers of $1,219,655, with a net increase to fund balance of $4,302,584.

- Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
11/18/2022	40847	CALVIN GIORDANO & ASSOCIATES	DRAINAGE DESIGN IMPROVEMENTS- SUB BASIN 57 & 96	$19,280.50
11/4/2022	40739	BEEFREE, LLC.	FREEBEE RIDES FOR OCTOBER 2022	$33,475.93

IT DEPARTMENT

November

- Help desk statistics: 140 tickets created, 141 closed.

- Data Center/ Server Project: three-phase electrical outlets installed, initial server equipment racked. Project on schedule to complete by February.

- Community Development Department office relocations and Code office expansion.

January Upcoming Events

- Continuation of Data Center / Server Project.
- Grancius Peak electronic agenda go-live, January 9th.
- Invitation To Bid (ITB) release for cloud-based security cameras project.

HUMAN RESOURCES

November

- 2 Recruitment Ads
    - Park Service Aide (Parks & Recreation)
    - Parks & Recreation Supervisor Parks & Recreation)
    - Park Maintenance Worker (Parks & Recreation)
    - Tree Maintenance Worker (Public Services)
    - Village Planner (Comm. & Economic Development)
- 19 Applications Review
- 19 Interview scheduled
    - Park Service Aide (Parks & Recreation)
    - Parks Maintenance Worker (Parks & Recreation)
    - Parks & Recreation Supervisor (Parks & Recreation)
- 1 Pre-Employment Meetings
- 0 New Hire
- 16 Job vacancies
    - 1 – Admin. Assistant (Village Clerk)
    - 1 – Village Planner (Comm. & Economic Development)
    - 2 – Code Compliance Officer (Comm. & Economic Development)
    - 1 – Permit Clerk (Comm. & Economic Development)
    - 1 – AV Technician (Communications)
    - 2 – Parks & Recreation Supervisor (Parks & Recreation)
    - 1 – Special Events Coordinator (Parks & Recreation)
    - 1 – Park Maintenance Worker
    - 2 - Park Service Aide (Parks & Recreation)
    - 1 - Recreation Attendant (Parks & Recreation)
    - 1 – Tree Maintenance Worker (Public Services)
    - 1 – Vactor Operator (Public Services)
    - 1 – Facilities Maintenance Worker (Public Services)
- 0 Training Sessions
- 1 Separations of Employment
    - Parks Maintenance Worker (Public Services)
- 5 Transfers/Updates/Evaluations

COMMUNICATIONS

November

- 83 FB/Twitter Postings (including event and meeting postings)
- 8,305 FB Followers (likes)
- 3,400 Instagram Followers
- 2,339 Constant Contact Contacts
- 1 Video (including meetings/town halls)
- 2 Village Vibes Bi-Weekly E-Newsletter
    - 11/12 Village Vibes
    - 11/26 Village Vibes

- 16 Promotional/Informational Campaigns:
    - BIG 20
    - We Love PB!
    - Principal of the Year
    - Motivational Mondays
    - Veteran's Day

- Meetings:
    - 11/7/2022 - Regular Council Meeting
    - 11/30/2022 - Zoning Hearing
- Events:
    - 11/11 – Veteran's Appreciation Breakfast
    - 11/16 – Mammogram Day Mobile
    - 11/16 – First Responders Drive-thru Appreciation Lunch

GRANTS

November

- 0 New Grant Application Prepared in the month of October

- Active Grants Update:

    - Palmetto Bay Park Improvements, Phase 1 submitted commencement documentation (Grant agency requested an updated Title of Opinion; now pending)

    - Thalatta Shoreline Stabilization construction was started

    - Pending agreement for Phase 1 Tree Inventory (advised by grant agency they are behind)

    - Park & Ride project – submitted request for a 12-month extension request siting the year hiatus due to COVID

- 1 Grant closed in November
    - Justice Assistance Grant – Direct (JAG-D) - $5,127 toward RadKIDS equipment purchase

January Upcoming Events

- Continue work on twelve (12) active grants Safe Routes to School (SRTS) x 2, Thalatta Shoreline, Park-and-Ride, Sub-Basin 61 x 2, Police JAG grants (JAG-Community), Palmetto Bay Park Improvements, Tree Inventory (136-152), Sub-Basin 43
- Continue to research funding opportunities to fund Capital Improvement Projects from the Village budget
- Keep track of submitted FY 2023-24 Appropriations Project Requests to Senate and House. (Applications for: Sub-Basin 11, Sub-Basin 41, Sub-Basin 44, Coral Reef Park Trail Improvements [Recreation Trails Program], and Veterans Park)
- Update the Village's Local Mitigation Strategies (LMS) Projects List for County project and funding considerations
- Submit application for Land and Water Conservation Fund 22/23 Funding cycle - Due January 31, 2023

PARKS & RECREATION

November

Palmetto Bay Park

- New water fountains installed in Playground, next to Basketball Courts and next to Field 5
- Hosted Cross-Country Races on November 12th
- Rec League Clinic took place on November 13th
- I9 Sports Fall Season on Saturdays and Sundays
- Ballet At The Park in the Recreation Room Mondays-Thursdays
- I9 Sports Clinics on January 8, 15, and 22
- Bring Your Game Skills Academy & MJ Hoops (Basketball User Agreements)
- Mondays-Fridays
- Travel Softball Teams Practice Daily

Coral Reef Park

- Scott Miller's Palmetto Bay Farmers Market- Saturdays
- Palmetto Bay Soccer – Games on Fridays and Saturdays
- Bay Lions Soccer Club – Games on Saturdays and Selected Sundays
- USTA Tennis League - Games on Saturdays
- Miggy's Gift - Walk for Melanoma-Sunday, November 7, 2021
- Nature Postings Kast Away Kids-November 27, 2021

Perrine Community

- Senior Trip & Tour- Everglades Alligator Farm & Robert is Here-November 3, 2021
- Virtual Bingo-November 18, 2021

Village Hall/Other

- First Responders Appreciation Luncheon Drive-Thru – November 10, 2021
- Palmer Trinity Veteran's Day Assembly & Breakfast - November 11, 2021
- State of the Village Address at Westminster Christian School – November 18, 2021

Thalatta Estate

- Yoga by the Bay – November 7 and 14, 2021

Private Weddings/Rentals – March 2022

- 6 Photoshoots
- 9 Weddings/Events/Parties

January 2023 Upcoming Events/Programs/Projects

Special Events

- Arbor Day Tree Planting Ceremony - January 14, 2023
- Art Gallery at Perrine Community House - January 15, 2023
- Earth Day Art Contest - Opens January 17 - February 25, 2023

Monthly Programs/Activities

- Yoga by the Bay at Thalatta – January 9 & 23, 2023
- Artsy Tuesday for Active Adults-Virtual - January 25, 2023
- Virtual Bingo – January 20, 2023
- Art by the Bay at Thalatta - January 28, 2023
- Nature Postings-Family Kayak Adventures - January 29, 2023

Other Outdoor Group Events

- Holiday of Trees Celebration - January 16, 2023

Private Weddings/Programs/Rentals at Thalatta for January 2023

- 7 Weddings
- 3 Photoshoot

PUBLIC SERVICES

November

- **Freebee Ridership:**
  - 1669 Completed Rides (C.R.)
  - 1967 Total Passengers

Ridership has increased by 36 C.R. since September & decreased by 49 C.R. since October

- **IBus Ridership:**
  - 422 A.M. Route
  - 425 P.M. Route **Total: 1,060 Riders**

Ridership has decreased by 167 since September & decreased by 213 since October

- **Facilities Maintenance Division**
  - 88 Open Work Orders – *61 less than September/18 less than October.*
  - 86 Closed Work Orders – *33 less than September/42 less than October.*

- **Public Works**
  - 11 - Signs Repaired/Installed – *3 less than September/3 more than October.*
  - 0 - Graffiti Removal – *2 more than September/2 more than October.*
  - 3 - Pothole/Shoulder Repairs – *3 more than September/6 less than October.*
  - 23.76 - Tons of Debris/Trash Removal – *7.17 more than September / 5.86 more than October.*
  - 15 - Drain Cleaning/Repairs (inlet tops) – *5 more than September/ 15 more than October.*
  - 0 - Linear feet of sidewalks installed – *5 less than September/0 same as October.*
  - 0 Paving Linear ft- *3 less than September/1893 less than October.*
  - 0 - Sidewalks inspected – *5 less than September /5 less than October.*
  - 0 - Drainage Inspection – 5 *less than September/5 less than October.*
  - 305 -Trees/Shrub Trimming/Removal – *290 more than September /294 more than October.*
  - 283 Tree & Landscaping Inspections – *268 more than September /272 more than October.*

November Projects Follow-up

- Sub-Basin 61, final roadway swale and trench restoration almost complete. Pipe lining and final restoration pending.
- Water main extension for SW 143rd Street under concurrent agency review in the E-Builder System.
- Complete streets design for both SW 148th Street and SW 174th Street (on-going). Lighting Design for SW 174th Street underway.

- Drainage Sub-Basins 11, 41, 43, 44, 57/96 Design (On-going). Sub Basins 41 & 44 are most advanced, finalizing DERM/RER Approval.

January Upcoming Projects

- Council Item for Traffic Calming with recommendation to award ITB
- Pending Final Thermoplastic and ADA Sidewalk Improvements to close out FY21-22 Resurfacing. Will prepare ITB for FY22-23
- Hire/Fill Tree Trimmer I and Vac-Con Operator Positions
- Continue FY22-23 Village wide Sidewalk Replacements (started on December 5th, 2022).
- Should have FY21-22 Village wide Traffic Calming report finalized and results for Tuscany median access study.
- Should have Final Bicycle Pedestrian Master Plan Update.

POLICE

November

- Attended the South Florida Crime Prevention Association Monthly meeting
- Block Party crime watch meeting
- Citizen's Crime Watch Monthly Meeting
- DARE classes began at Howard Drive, Coral Reef and Dr. Henry E. Perrine Elementary Schools
- Officer Friendly classes at Howard Drive, Coral Reef and Dr. Henry E. Perrine Elementary Schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary
- RAD Women class in Palmetto Bay
- radkids class at Howard Drive Elementary
- Palmer Trinity School Veterans' Breakfast
- Crimes/Calls for Service:
    - 2 Auto Thefts
    - 2 Commercial Burglaries
    - 0 Residential Burglaries
    - 1 Vehicle Burglaries
    - 0 Robbery
    - 23 Domestic Dispute/Disturbance
    - 7 Baker Acts
    - 16 Crashes

January Upcoming Events

- DARE graduation at Henry E. Perrine Elementary School
- Officer Friendly classes at Howard Drive, Coral Reef, and Henry E. Perrine Elementary Schools
- Southeast Florida Crime Prevention Association monthly meeting
- Youth Crime Watch at Howard Drive and Coral Reef Elementary Schools

- RAD Woman class in Pinecrest (Assist Citizens Crime Watch)
- radKIDS class at Howard Drive Elementary School (rescheduled from December 2022)
- Citizens' Crime Watch monthly meeting
- Florida Crime Prevention Association Pre-Conference Meeting

PLANNING & ZONING

November

- Met with property representatives for various downtown properties.
- Held pre-construction meetings with major projects about to get underway.
- CED Director attended the oral arguments in the Village Center appeal case at the Miami-Dade County Circuit Court.
- Reviewed CRS Code requirements with Floodplain Management Consultants. Higher Regulatory Standards to be implemented in February 2023 Zoning Hearing.
- CED Director met with representative of South Motors to continue to secure Veterans Park including assisting in tentative plat process.
- Initiated an assessment of Code Compliance operations with Calvin Giordano consultants to identify opportunities for budget and process improvements.
- Initiated an assessment of Code Compliance operations with Calvin Giordano consultants to identify opportunities for budget and process improvements.
- CED Director and Resiliency Coordinator met with Miami Waterkeepers and Public Services to discuss Code opportunities to improve stormwater permitting and operations.
- CED Director met with potential GIS consultants to improve GIS program for Village resident and employee use.
- CED Director attended the Miami-Dade County Planning Municipal Coordination Meeting to get updates on various County planning programs.
- Provided document coordination on Luxcom case.
- Continued restructuring of CED divisions and improving process flow and internal communications.
    - Community Rating System (CRS)
    - Staff is currently drafting amendments to the Code of Ordinances that will provide higher standards for floodplain management for February 2023 consideration by the Village Council.
    - New homeowner flood insurance discount should be reflected on residents' insurance by April 2023. The Floodplain Management Plan will be submitted to Village Council in early 2023. This plan will help with the next discount evaluation.
    - Final Public FMPC Meeting to be held on Wednesday, December 7, 2022 from 5PM-6PM via GoToWebinar. Final FMP to be approved by Village Council on January 9, 2023.
- Director Siegel continues to work with department staff to identify improvements to internal procedures and development review processes.

Reviews, Applications, and Public Meetings

- Zoning Hearing Applications Received:

- SU-23-001 -- The Rising Start Foundation, Inc. – 9240 SW 158 Lane
  - Special Use for a Learning Center (Non-Profit)
  - Under Review
  - Scheduled for January 23, 2023 Zoning Hearing

- November 7, 2022 -- Regular Council Meeting Items
  - Recommendation of the Art-In-Public-Places for murals at 16725 S. Dixie Highway (Future Pinecrest Bakery).

- November 30, 2022 – Community Informational Meeting
  - Old Cutler Neighborhood Commercial District

- Business Tax:
  - Renewal: 27
  - New: 2
  - Closed: 5

January Upcoming Events

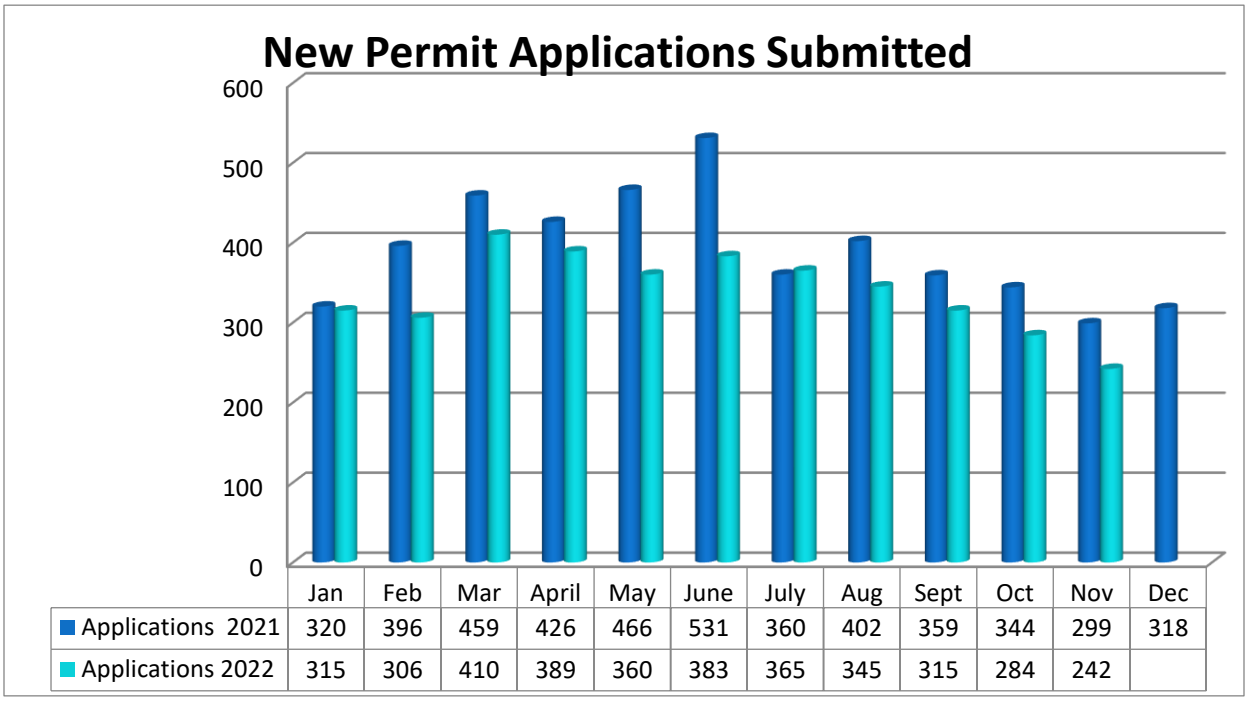
- Conduct operational and budget assessments of Code Compliance Division and Building Division.
- Engage with a consultant to prepare Comprehensive Plan Amendments
- Work with Miami-Dade County staff to improve workflow on plat applications.
- Draft On-Street Parking Ordinance, amendments to Off-Street Parking Ordinance, and finalize Old Cutler Road Zoning District ordinance.
- Zoning Hearing January 23, 2023
- Art-In-Public-Places Committee January 12, 2023

BUILDING & CODE COMPLIANCE

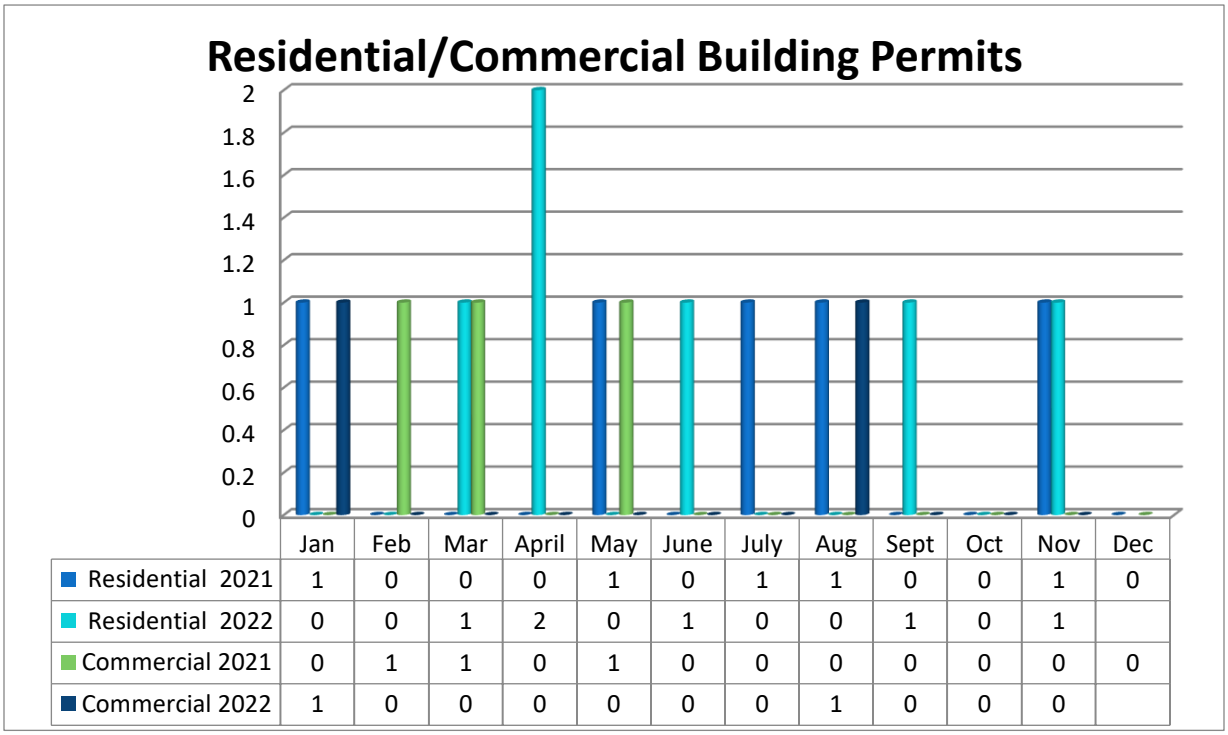
November

- Permits:
  - 242 Building Permits
  - 0 New Commercial
  - 1 New Residential
  - 920 Building & Roofing

- Code Compliance:
  - 57 New Cases
  - 26 Civil Violations
  - 20 Special Master Cases
  - 296 Active Cases



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Applications 2021	320	396	459	426	466	531	360	402	359	344	299	318
Applications 2022	315	306	410	389	360	383	365	345	315	284	242	



	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Residential 2021	1	0	0	0	1	0	1	1	0	0	1	0
Residential 2022	0	0	1	2	0	1	0	0	1	0	1	
Commercial 2021	0	1	1	0	1	0	0	0	0	0	0	0
Commercial 2022	1	0	0	0	0	0	0	1	0	0	0	

AGENDA ITEM NO. 5.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Nick Marano, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Police Commander Report
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Litigation update
SUGGESTED ACTION:	

ATTACHMENTS:
Attorney Report

ATTORNEY REPORT

NOVEMBER 28 - DECEMBER 20, 2022

1. Response to Audit Report Request
2. Definition of Hardship
3. Decorum Resolution
4. Review Motion for Stay in Luxcom Matter Handled by Claudio
5. Review all PRR.
6. Draft/Review all Legislation
7. Draft Restrictive Covenant for Medical Building
8. Amend Plat Resolution
9. Review “Fee” Legislation and Videos
10. Review and Amend Covenant for Medical Building
11. Review Stantec Comp Plan Proposal
12. Hotel Meeting
13. Memo to Purchasing re: Warranties
14. Review South Motors Addendum
15. Sustainability Ordinance From Miami Beach
16. AGO re: Charities
17. Parking Covenant for Opus
18. Review County Water Main Agreement
19. Attend Bridge TRO Hearing
20. Neighborhood Park Issue
21. Group Home Covenant



AGENDA ITEM NO. 7.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Calendar update for the month of January 2023
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (October 26, 2022)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-RC Meeting-2022-10-26

MINUTES
Resiliency Committee Meeting
Wednesday, October 26, 2022, at 6:00 PM
Village Hall Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL

In Attendance:

Committee: Andrea Candelabria (Resiliency Liaison), Leanne Tellam (Vice Mayor), John Dellagloria (Village Attorney), Heidi Siegel, Claudia Uribe, Sussette Irizarry. Mohammed Taha, Heidi Faller, and Lasaly Changkachith

Non-Committee: Council Member Marsha Matson, Mayor Karyn Cunningham, Director Heidi Siegel

Opened - 6:00PM

1. Roll call was not made but committee members signed attendance sheet.

2. Public comments were made by Mayor Cunningham and Marsha Matson to committee and their inaugural meeting.

2. a. Attorney Dellagloria provided an overview of the Florida Sunshine Law and Gift Law for the committee, including anything over $25 but not an individual meal. Discussion ensued to clarify appropriate actions as committee members.

2. b. Committee members reviewed Oath, signed and submitted form to Attorney Dellagloria.

2. c. Introductions of Committee Liaisons were made. Andrea Candelabria, Resilience Coordinator, explained how she would be proceeding with a run down of her actions. She provided a background of her education and experience, as well as her expectations.

Committee members were given an opportunity to introduce themselves and provide their backgrounds, education and experience.

5. a-b. Roles and responsibilities of the chair and secretary were discussed, and nominations were requested by Vice Mayor Leanne Tellam for our inaugural chair. Claudia Uribe and Sussette Irizarry self- nominated and were permitted to provide a short presentation as to their interest and qualifications. A written vote was then taken, and Sussette Irizarry (4-1 vote) was announced as the inaugural chair. Vice-Mayor Tellam transferred over the meeting reins to newly elected Chair Sussette for the remainder of the agenda.

Nominations were then requested for the role of secretary, and Lasaly self-nominated. There only being one nomination, the Chair recognized Lasaly as the group's inaugural secretary.

5. c. Review of Ordinance 2022-03: Andrea provided a brief overview of the Ordinance, and the Committee took a few moments to review and discuss the implementation ordinance.

5. d. A review of the Village's Sustainability Goals and Objectives were led by Andrea. She led the Committee through her power point presentation contained within the notebook.

5. e. The Committee members and staff then reviewed the actions of other municipalities are doing with respect to the Committee's purview. Heidi Faller suggested that the Village might participate in the national Smart Septic Week in September, as well as working towards more education and funding investigations on the topic of septic maintenance and conversion. Recommendations include Septic Social for neighbors by a local septic business. Claudia asked for Andrea's top three priorities and Heidi Siegel suggested that those items would be included in Andrea's "Next Steps" on page 3 of her presentation. Andrea detailed a few of the items and provided a comparative example or two. Working towards a Resiliency Plan for the Village is of top priority. Increasing Green Business promotions would also be essential for a vibrant community, and the Committee can assist with that initiative. Our 5-year outlook was also covered, and the Committee was encouraged to give insight as to the FGBC Silver goal and other goals. Heidi Seigel requested that the Committee consider homework of providing feedback as to the scope of work for the Request for Proposals (RFPs) asking private companies to bid on doing the work on the Resiliency Plan (which will identify our vulnerabilities going forward).

6. The Committee members were asked for items of New Business but given the newness of the committee and the time (7:49 p.m.), discussion of new items was mostly postponed. Lasaly requested that the Village Manager be asked to address the potential of incentives to residents concerning ad valorem taxes in relation to resiliency

7. The one request to the Village Manager (detailed above) was provided to Heidi Seigel, who agreed to discuss the matter with Manager Marano.

8. The Committee discussed the scheduling of their meetings, reaching consensus that they preferred not to wait until January to meet again. After considering their schedules and that of the Village calendar, they agreed to provide the dates of December 15th and 14th as preferences for the next meeting. Six o'clock was agreed as an acceptable time to start each meeting.

The Committee was asked for topics for discussion and consideration.

- Lasaly requested consideration of the Babcock Ranch community and how we can make Palmetto Bay more hurricane ready and resilient.
- Sussette offered to do research on the County level existing reports related to the issues we are planning to address. She asked for a link/platform, and Andrea offered to create a OneDrive platform like she has done for the Art in Public Places Committee.

- Updates to the Palmetto Bay website: Heidi offered to assist based upon her recent experience.
- Claudia volunteered to assist with the Green Business program.
- Heidi offered to do a little more research on the County septic to sewer program and bring her findings back to the committee.
- Sussette will research the impact of sea level rise, and Andrea offered to place the current code and the Old Cutler District materials on the OneDrive with mandatory sustainability guidelines. The Committee was informed of the November 30th meeting for further discussion of the Old Cutler District.
- Heidi Siegel provided additional initiatives that are on the horizon for the Village and offered that previews would be provided to the Committee.

9. A motion to adjourn was made, seconded, and passed at 8:19 p.m.

Respectfully submitted,

Lasaly

Resiliency Committee Secretary

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	John Dellagloria, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CHARITABLE CONTRIBUTIONS AND FEE WAIVERS; AMENDING SECTION 2-22 OF THE VILLAGE CODE OF ORDINANCES REGARDING WHAT CONSTITUTES CHARITABLE CONTRABUTIONS; AUTHORIZING THE VILLAGE MANAGER TO APPROVE REQUESTS FOR FEE WAIVERS UP TO THE AMOUNT OF FIVE HUNDRED DOLLARS ($500.00); ADDING THALATTA ESTATE PARK TO THE REQUIRMENT OF A FOUR-FIFTHS (4/5) VOTE TO ALLOW A WAIVER OF FEES AND COSTS FOR THE USE OF THE FACILITY; REQUIRING THE CONFIRMATION OF THE VALIDITY OF ANY CHARITY REQUESTING A FEE WAIVER; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Leanne Tellam)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Charitable Contributions-1st Reading-LT

ORDINANCE 2023-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CHARITABLE CONTRIBUTIONS AND FEE WAIVERS; AMENDING SECTION 2-22 OF THE VILLAGE CODE OF ORDINANCES REGARDING WHAT CONSTITUTES CHARITABLE CONTRABUTIONS; AUTHORIZING THE VILLAGE MANAGER TO APPROVE REQUESTS FOR FEE WAIVERS UP TO THE AMOUNT OF FIVE HUNDRED DOLLARS ($500.00); ADDING THALATTA ESTATE PARK TO THE REQUIRMENT OF A FOUR-FIFTHS (4/5) VOTE TO ALLOW A WAIVER OF FEES AND COSTS FOR THE USE OF THE FACILITY; REQUIRING THE CONFIRMATION OF THE VALIDITY OF ANY CHARITY REQUESTING A FEE WAIVER; AND PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Leanne Tellam)*

WHEREAS, direct monetary contributions by the Village are intended to be used for governmental purposes; and

WHEREAS, Village Council and Staff are asked to allow Charitable Contributions either as direct (monetary) or in-kind (non-monetary) donations from time to time; and

WHEREAS, as stated in Section 2-22 of the Village Code, Charitable Contributions by the Village must contribute to the public welfare, but are not to be made in exchange for goods or services or any other consideration to be provided to the Village at fair market value; and

WHEREAS, the Village Council when considering such requests for direct monetary contributions for Charitable shall employ an extraordinary vote of four-fifths (4/5) of the Village Council; and

WHEREAS, the need for clarification as to policy regarding in-kind (non-monetary) Charitable Contributions has arisen during consideration of past requests.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Section 2.22 of Article II of the Code of Ordinances of the Village of Palmetto Bay is hereby amended as follows:

Section 2.22. – Charitable Contributions.

(a) No direct monetary charitable contributions by the Village from Village funds or resources may be made except upon an extraordinary vote of four-fifths (4/5) of the Village Council, whether as a component of adoption of the general budget or a separate item.

(b) "Charitable contribution" as used in this section means any direct monetary contribution or expenditure of funds or resources to any entity or person, which is not in exchange for goods or services or any other consideration to be provided to the village at fair market value and not procured through village procurement processes. Fee waivers, Village staff, staff-time and other resources shall be considered "in-kind" (non-monetary) components of charitable contributions as addressed in (c) below.

(c) The Village Manager shall have the ability to administratively grant a fee waiver up to the amount of five hundred dollars ($500.00); the calculated amount shall include consideration of staff time and in-kind resources. Any waiver request from the public resulting in an amount equal to or greater than five hundred dollars ($500.00) shall be referred to the Council for approval. Such approval shall be subject to the 4/5th requirement of section (a) herein.

(d) The Village shall utilize Guidestar, Inc. to perform a review of any charitable entity seeking a waiver in order to establish that it is a valid 501(c)(3) non-profit organization. Requests for Charitable Contributions presented to the Council for approval shall include a GuideStar report on the entity making the request.

Section 2. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, 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 sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this ____day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING this ____day of _____, 2023.

ATTEST:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham ____

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham ____

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AUTHORIZING CHARITABLE CONTRIBUTIONS; AMENDING ORDINANCE 2017-19 AND SECTION 2.22 OF THE VILLAGE CODE OF ORDINANCES BY THE ADDITION OF FEE WAIVERS OR STAFF TIME FOR THE USE OF VILLAGE PARKS AND PROPERTY, INCLUDING MONETARY CONTRIBUTION, EXPENDITURES OF FUNDS, OR RESOURCES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

SUGGESTED ACTION:

ATTACHMENTS:

ORD-Charitable Contributions-1st Reading-MM

ORDINANCE 2023-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AUTHORIZING CHARITABLE CONTRIBUTIONS; AMENDING ORDINANCE 2017-19 AND SECTION 2.22 OF THE VILLAGE CODE OF ORDINANCES BY THE ADDITION OF FEE WAIVERS OR STAFF TIME FOR THE USE OF VILLAGE PARKS AND PROPERTY, INCLUDING MONETARY CONTRIBUTION, EXPENDITURES OF FUNDS, OR RESOURCES; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, public revenues raised by the Village of Palmetto Bay through taxes or fees or received as public grants are intended to be used for public governmental services; and

WHEREAS, as stated in Section 2.22 of the Village Code, charitable contributions by the Village may contribute to public welfare, but are not in exchange for goods or services or any other consideration to be provided to the Village at fair market value; and

WHEREAS, residents of Palmetto Bay have widely varying desires and priorities about which charitable endeavors are most worthy of their support, and the Village should not purport to set priorities for residents by using public funds for charitable purposes, except upon an extraordinary vote of four-fifths (4/5) of the Village Council; and

WHEREAS, public funds for charitable purposes is defined as monetary contribution, fee waiver, staff time, or expenditure of funds or resources, whether as a component of adoption of the general budget or as a separate item.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. Section 2.22 of Article II of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by the addition of Subsection (b) as follows:

Section 2.22. – Charitable contributions.

(a) No charitable contributions by the Village from village funds or resources may be made except upon an extraordinary vote of four-fifths (⅘) of the Village Council, whether as a component of adoption of the general budget or as a separate item.

(b) "**Charitable contribution" as used in this section means any monetary contribution, fee waiver, staff time, or expenditure of funds or resources to any entity or person, which is not in exchange for goods or services or any other consideration to be provided to the village at fair market value and not procured through the village procurement processes, for the use of village parks and property.**

Section 2. Severability. The provisions of this Ordinance are declared to be severable, and if any sentence, section, 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 sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Codification. It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. Effective date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2023.

Attest: _____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	John Dellagloria, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE CLERK TO READ, DIRECTLY AFTER THE PLEDGE TO THE FLAG, THE CIVILITY STATEMENT, WHICH IS CURRENTLY PART OF EVERY COUNCIL AGENDA, IN ORDER TO BEGIN THE COUNCIL MEETING WITH THE PROPER SHOW OF RESPECT TO THE PUBLIC AND COUNCILMEMBERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
ORD-Civility Statement

ORDINANCE NO. 2023-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE CLERK TO READ, DIRECTLY AFTER THE PLEDGE TO THE FLAG, THE CIVILITY STATEMENT, WHICH IS CURRENTLY PART OF EVERY COUNCIL AGENDA, IN ORDER TO BEGIN THE COUNCIL MEETING WITH THE PROPER SHOW OF RESPECT TO THE PUBLIC AND COUNCILMEMBERS; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Councilmember Marsha Matson)*

WHEREAS, the voters of the Village cast their votes to those candidates they believe will act with dignity and the professionalism that the positions of Mayor, Vice Mayor, and Councilmember require; and

WHEREAS, those who are honored to hold elective office must demonstrate respect for all Village residents, irrespective of whether or not they received that resident's political support; and

WHEREAS, equally important is to show respect for differing opinions expressed on the dais by colleagues who exercise their responsibilities with intellectually honesty and commitment to the best interests of the Village; and

WHEREAS, a civil environment is essential in accomplishing the goal of creating a Village government and community in which Councilmembers and the general public have mutual respect; and

WHEREAS, the policy is not intended to deprive any person of his/her right to freedom of expression, but to ensure safe, harassment-free interactions without disruptive, demeaning, intimidating, threatening, or aggressive behaviors; and

WHEREAS, in order to remind the elected officials and the public that civil discourse is essential for the Village to succeed and prosper, the Civility Statement should be read at the beginning of all meetings of the Council immediately following the pledge to the flag.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Village Council of the Village of Palmetto Bay, Florida, that:

Section 1. That the above recitals are incorporated as if set forth in full.

Section 2. That the Village Clerk is directed to read the following Civility Statement immediately after the Pledge of Allegiance:

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

We will respect the right of all citizens in our community to hold different opinions;
We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
We will strive to understand differing perspectives;
We will choose our words carefully;
We will speak truthfully without accusation, and we will avoid distortion;
We will speak out against violence, prejudice, and incivility in all their forms, whenever and wherever they occur.

Section 3. This Ordinance shall become effective on Second Reading.

PASSED AND ADOPTED ON SECOND READING this ____day of _____, 2023.

ATTEST:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria, Esq.
Village Attorney

VOTE ON FIRST READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

AGENDA ITEM NO. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CERTIFYING AND DECLARING THE CERTIFIED RESULTS OF THE GENERAL ELECTION OF NOVEMBER 8, 2022; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*
SUGGESTED ACTION:	

ATTACHMENTS:

RESO-Certifying Election Results 2022

RESOLUTION NO. 2023-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CERTIFYING AND DECLARING THE CERTIFIED RESULTS OF THE GENERAL ELECTION OF NOVEMBER 8, 2022; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

WHEREAS, the certification of the results of the General Election of November 8, 2022 has been delivered to the Village Council; and

WHEREAS, the General Election of the Village of Palmetto Bay has been canvassed and returns have been made by inspectors and the Supervisor of Elections of Miami Dade County; and

WHEREAS, ballots of registered voters for the Village of Palmetto Bay have been tabulated and a determination of the total number of votes cast as such election has been conducted.

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

Section 1. That the above and foregoing recitals are true and correct.

Section 2. The Village Council hereby declares and certifies that at the General Election of November 8, 2022, the following votes were cast as provided in *Attachment A* (Certification of Miami Dade County Supervisor of Elections):

For Palmetto Bay Mayor, the whole number of votes cast was 10,996 of which number:

Karyn Cunningham received 6,030 votes
Alan “AlJohn” Farquharson received 1,334 votes
Eugene Flinn received 3,632 votes

For Palmetto Bay Council Member Seat 1, the whole number of votes cast was 10,284 of which number:

Patrick Fiore received 5,885 votes
Pam Gorman received 4,399 votes

For Palmetto Bay Council Member Seat 3, the whole number of votes cast was 10,001 of which number:

Russell Jones received 3,915 votes
Marsha Matson received 6,086 votes

Section 3. Seat of Mayor. That it is hereby certified and declared that Karyn Cunningham is officially Mayor for the Village of Palmetto Bay for a four-year term.

Section 4. Council Member Seat 1. That it is hereby certified and declared that Patrick Fiore is officially Council Member for Seat 1 for the Village of Palmetto Bay for a four-year term.

Section 5. Council Member Seat 3. That it is hereby certified and declared that Marsha Matson is officially Council Member for Seat 3 for the Village of Palmetto Bay for a four-year term.

Section 6. That the Village Clerk is hereby authorized and directed to perform all incidental duties in connection herewith as required by law.

Section 7. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 9th day of January 2023.

Attest: _____ _____

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 1, 2023, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Baptist Health South Fee Waiver
RESO-Baptist Health South Fee Waiver
Exhibit A - Fee Waiver
Exhibit B - BHSF Tax Exempt
Exhibit C - Run of Show

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Nick Marano, Village Manager

Re: Fee Waiver – Baptist Health South, Florida Inc. March 1, 2023, at Thalatta Estate

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 1, 2023, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

Homestead Hospital has been a part of the South Miami-Dade community since 1940 when local physician James Archer Smith opened a 10-bed hospital east of Krome Avenue. Today, Baptist Health Homestead Hospital is a modern, full-service 147-bed facility with private rooms, an Emergency Center, trauma room, Children's Emergency Center, critical care unit, and birthing suites. Homestead Hospital is also home to Baptist Health Rehabilitation, a hospital-based, acute patient rehabilitation unit featuring individualized programs for the care of adult and pediatric patients who are facing critical or disabling injury or illness.

Baptist Health South Florida Inc. would like to host an employee service award event at Thalatta Estate on Wednesday, March 1, 2023, from 5pm to 9pm, to recognize the many committed employees, and is requesting a waiver of all fees for the use of Thalatta Estate and associated amenities.

FISCAL/BUDGETARY IMPACT:

It is estimated that the formal revenue loss from renting the needed park space would not exceed $1,375.00 (weekday rental for the outdoor terrace); and estimated staff cost to work the event will not exceed $260.00.

RECOMMENDATION:

Approval is recommended.

Attachments:

A. Event/Facility Use Request Questionnaire
B. Incorporation Status
C. Event Timeline

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 1, 2023, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, Homestead Hospital has been a part of the South Miami-Dade community since 1940 when local physician James Archer Smith opened as a 10-bed hospital east of Krome Avenue; and

WHEREAS, today, Baptist Health Homestead Hospital is a modern, full-service facility, including an Emergency Center, trauma room, Children's Emergency Center, critical care unit, and birthing suites; and

WHEREAS, Baptist Health South Florida Inc., would like to host an employee service award event at Thalatta Estate on Wednesday, March 1, 2023, from 5pm to 9pm, to recognize the many committed employees, and is requesting a waiver of all fees for the use of Thalatta Estate and associated amenities.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. Baptist Health South Florida, Inc. is hereby authorized to use Thalatta Estate on March 1, 2023, for the purpose of conducting an Employee Service Award event.

Section 2. Any and all established user fees are hereby waived, and Baptist Health South Florida, Inc. shall have use of the needed park amenities on March 1, 2023, at no cost, with the proviso that the recipient comply with all applicable rules, regulations and Ordinances.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of January 2023.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Event/Facility Use Request Questionnaire

Date: 11/30/22

Event Name: Employee Service Awards

Name of Organization: Homestead Hospital

Name of Organizer: Daniela Urgelles

How many years have you conducted this event at our park? 0

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: 3/1/22

Date #2: 3/8/22

Date #3:

Estimated Attendance: 80-100 Park: Thalatta Estates

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Award Ceremony

Organization's Mission/Vision/Purpose:

Homestead Hospital has been a part of the south Miami-Dade community since 1940, when local physician James Archer Smith opened it as a 10-bed hospital east of Krome Avenue. Today, Baptist Health Homestead Hospital is a modern, full-service 147-bed facility with private rooms. Services include an Emergency Center with 44 treatment rooms and a trauma room, a separate Children's Emergency Center, a critical care unit, and comfortably-appointed birthing suites. Homestead Hospital is also home to Baptist Health Rehabilitation, a hospital-based, acute inpatient rehabilitation unit featuring individualized programs for the care of adult and pediatric patients who are facing a critical or disabling injury or illness. In addition, the "Healthy Homestead" vision is to be a community where people prioritize health and well-being.The goal is to inspire and empower local residents to improve their nutrition, fitness,and overall understanding of wellness.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

5:00p
Stage set up, decoration; place tables for food, check-in; place chairs
Set up step & repeat, install bracing
Set up certificates, orchids
Set up AV cart, test computer, speaker

5:20p Snack boxes staged at check-in
Leader snacks to seating area

5:30p Start event playlist, check-in begins

6:00p Unfurl red carpet
Turn on stage lights

6:45p Music ends
Ceremony begins – Ken welcome
Rev. Maria Anderson blessing

6:50p 15-year award recipients called to stage
Certificates, photos

7:15p 20-year award recipients called to stage
Certificates, orchids, photos

7:35 p 25-year award recipients called to stage
Certificates, orchids, photos

7:45p 30-year award recipients called to stage
Certificates, orchids, photos

7:55p 35-year award recipients called to stage
Certificates, orchids, photos

8:10p 40-year award recipients called to stage
Certificates, orchids, photos
Food distribution begins

8:35p Closing Remarks (Ken)

Required Documents:

I. **Detailed Site Plan.** *Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

CLICK HERE TO UPLOAD THE SITE MAP

II. Please include the Certificate of Liability Insurance. *****Required once event is approved via Resolution***

Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157

III. Not-for-Profit Documents with Federal Tax ID # 85-8012625903C-7

CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS

****

General:

Yes	No	
☐	☑	Is this event open to the general public?
☐	☑	Will there be an admission fee? If yes, please provide amount(s):_____
☑	☐	Will you have music? Live ☐ Taped ☑ DJ ☐

Please review Noise ordinance. You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.

☐	☑	Will there be on-site registration?_____
☐	☑	Will there be sponsors or vendors on-site? If yes, please list them below.

_____

_____

_____

Will your event require tents? Size:_____Quantity: _____

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

**Tents larger than 10' x10'require a separate permit from the building department.*

_____

_____

Will your event require a stage, or platform? Size:_____Quantity: _____
**Will require a separate permit from the building department.*

Insert Image of Stage HERE (if applicable):

Area/Amenity of park to be used: (*Please check all that apply)*

☐ Recreation Room	☐ Gazebo/Pavilion	☐ Meditation Garden	☐ Picnic Area	☐ Ball Field #____
☐ Soccer Field	☐ Football Field	☐ Open Field Area	☐ Volleyball Courts	☐ Playground
☐ Basketball Courts	☐ Skate Park	☐ Amphitheater	☐ Covered Terrace	☑ Open Terrace
☐ Tennis Courts	☐ Racquetball Courts	☐ Walking/Jogging Trails	☐ Entire Park	☐ Other _____

Vendors: Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

☑ Caterer Not sure yet who will cater this event.___

☐ Food Trucks _____

☐ Amusement Rides (Bounce House, Mechanical etc.) _____

☐ Other _____

0000081 01/18/22

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012625903C-7	03/31/2022	03/31/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BAPTIST HEALTH SOUTH FLORIDA INC
6855 SW 57TH AVE STE 600
SOUTH MIAMI FL 33143-3518

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Homestead Hospital
BAPTIST HEALTH SOUTH FLORIDA

2023 Employee Service Awards

5:00p	Stage set up, decoration; place tables for food, check-in; place chairs Set up step & repeat, install bracing Set up certificates, orchids Set up AV cart, test computer, speaker
5:20p	Snack boxes staged at check-in Leader snacks to seating area
5:30p	Start event playlist, check-in begins
6:00p	Unfurl red carpet Turn on stage lights
6:45p	Music ends Ceremony begins – Ken welcome Rev. Maria Anderson blessing
6:50p	15-year award recipients called to stage Certificates, photos
7:15p	20-year award recipients called to stage Certificates, orchids, photos
7:35 p	25-year award recipients called to stage Certificates, orchids, photos
7:45p	30-year award recipients called to stage Certificates, orchids, photos
7:55p	35-year award recipients called to stage Certificates, orchids, photos
8:10p	40-year award recipients called to stage Certificates, orchids, photos Food distribution begins
8:35p	Closing Remarks (Ken)

AGENDA ITEM NO. 13.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Heidi Siegel, Community and Economic Development
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS REQUIRING PUBLIC HEARING
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF PALMETTO BAY, FLORIDA, RELATING TO AN APPEAL OF AN ADMINISTRATIVE DECISION REGARDING 7253 & 7271 SW 168 STREET; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE. (*Sponsored by Administration)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Administrative Appeal
RESO-Administrative Appeal
Staff Report Attachments (A through I)

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Nick Marano, Village Manager

Re: Administrative Appeal –
ENL Investments, LLC
7253 and 7271 SW 168 Street
Proposed Hotel

OVERVIEW

FILE:	VPB-22-006 / Administrative Appeal
APPELLANT:	ENL Investments, LLC
PROPERTY OWNER:	Eric Haas / ENL Investments, LLC
ADDRESS:	7253 and 7271 SW 168 Street Palmetto Bay, FL 33157
FOLIOS:	33-5026-002-0031, 33-5026-002-0030, 33-5026-002-0020, 33-5026-002-0021
LOT SIZE:	46,480 Sq. Ft (1.067 net acres)
FLUM:	Business and Office (BO)
ZONING:	B-2, Business District
EXISTING USE:	Vacant

TIMELINE OF SUBMITTALS AND VILLAGE RESPONSE

- On September 13, 2021, the Village received an incomplete Administrative Site Plan Review (ASPR) submittal for a proposed hotel development at the subject site. (Attachment B)

- On September 21, 2021, the Village issued a memo of insufficiency regarding the September 13, 2021 submittal. (Attachment C)

- On July 18, 2022, the Village received an incomplete submittal of a redesigned hotel development for the subject site. (Attachment D)

- On August 24, 2022, the Village responded to an email from the project architect informing him that the resubmittal was considered insufficient. (Attachment E)

- On September 19, 2022, the Village received an incomplete submittal of a redesigned hotel development for the subject site. (Attachment F)

- On October 3, 2022, the Village issued an email stating that the application was incomplete. (Attachment G)

- On October 18, 2022, the appellant filed an "Appeal of Administrative Decision". (Attachment A)

- Following the filing of the appeal, on December 7, 2022, the appellant submitted supplemental information for the September 19, 2022, resubmittal. (Attachment H) A response was provided to the applicant on December 29, 2022. (Attachment I)

SUMMARY OF SUBMITTALS

Submittal #1

On September 13, 2021, the Village received an incomplete Administrative Site Plan Review (ASPR) submittal for a proposed hotel development at the subject site. The following documents were included in the submittal:

- Application form
- Quit Claim Deed
- ENL Investments LLC Property Tax Search
- Miami-Dade Property Appraiser Property Search
- Office of the Property Appraiser Summary Report
- Property Survey
- Cover Sheet with proposed elevation
- Project Data (A-1)
- Floorplans (A-2)
- Floorplans / Elevation Sections (A-3)
- Landscape Plans and Details (A-4)
- Parking Details (A-5)

Submittal #1 depicted an eighty-unit, 75-foot in height hotel with limited tabular information. The tabular summary did not include the number of floors and did not provide the total square footage of the proposed building. The plans submitted were not signed and sealed by a licensed architect. Additionally, the property survey was illegible.

Furthermore, the tabular data includes a note that gross lot area is "extended to CL {centerline} of street for purposes of calculating density". Section 30-

50.14(i) - R-4H, Hotel/Apartment House District provides the standard for hotel density in the B-2 district. These standards state that hotel density is based on net acres. Net acres do not include “centerline” of the road.

Submittal #2

On July 18, 2022, the Village received an incomplete submittal of a redesigned hotel development for the subject site. The following documents were included in the resubmittal:

- Project Data/Basement/Ground Floor (A-1)
- 2nd/3rd/4th Floor (A-2)
- Roof Plan – Mislabeled as: 2nd/3rd/4th Floor A-2
- Elevations – Mislabeled as: 2nd/3rd/4th Floor A-2

Submittal #2 depicted a one-hundred and ten unit, 53-foot in height, hotel with limited tabular information. The tabular summary did not include the number of floors and did not provide the total square footage of the proposed building. Additionally, the architectural style depicted on the elevations was significantly different than Submittal #1. The plans submitted were not signed and sealed by a licensed architect.

Furthermore, the tabular data includes a note that gross lot area is “extended to CL {centerline} of street for purposes of calculating density”. Section 30-50.14(i) - R-4H, Hotel/Apartment House District provides the standard for hotel density in the B-2 district. These standards state that hotel density is based on net acres. Net acres do not include “centerline” of the road.

Submittal #3

On September 19, 2022, the Village received an incomplete submittal of a redesigned hotel development for the subject site. The following documents were included in the resubmittal:

- Letter of Intent
- Project Data Sheet
- Survey with Legal Description
- Site Plan & Location Map (A-1)
- Site Plan Details (A-2)
- Landscape Plan (A-3)
- Ground Floor Lighting Plan (A-4)
- Second Floor Lighting Plan (A-5)
- Ground Floor Drainage Plan (A-6)
- Second Floor Drainage Plan (A-7)

- Basement Floor Plan (A-8)
- Ground Floor Plan (A-9)
- Second Floor Plan (A-10)
- Third Floor Plan (A-11)
- Fourth Floor Plan (A-12)
- Fifth Floor Plan (A-13)
- Sixth Floor Plan (A-14)
- Seventh Floor Plan (A-15)
- South and North Elevations (A-16)
- East and West Elevations (A-17)
- Letter from Architect Ed Silva providing the Old Cutler Road Traffic Circles traffic analysis.

Submittal #3 depicted an eighty-unit, 65,984 square foot hotel that is 70-feet in height. There is a discrepancy on the hotel elevation drawing which shows a “Bearing Height of 70-feet” and the tabular summary provides for a building at 75-feet. Additionally, the architectural style depicted on the elevations was the same as submittal #2. However, due to the increase in height, the building design was significantly different.

The survey provided was dated September 19, 2022, but does not appear to reflect the conditions of the site as of that date.

Furthermore, the tabular data includes a note that gross lot area is “extended to CL {centerline} of street for purposes of calculating density”. Section 30-50.14(i) - R-4H, Hotel/Apartment House District provides the standard for hotel density in the B-2 district. These standards state that hotel density is based on net acres. Net acres do not include “centerline” of the road.

<u>Submittal #4</u>

On December 7, 2022, the Village received a supplemental submittal to Submittal #3. The following documents were included in the Submittal #4:

- Cover Letter
- Revised Project Data Sheet
- Proposed Site Drainage and Utility Plan (SC-1)
- Utilities and other infrastructure information (SC-2)
- Proposed construction timetable

Submittal #4 includes a new height of the hotel in tabular data of 70-feet. The site drainage and utility plan does not match the Site Plan (A-1) provided in Submittal #3.

The site drainage and utility plan provided has limited information and does not appear to be prepared by a licensed engineer. The proposed Site Drainage and Utility Plan and supporting sheet SC-2 were not signed and sealed. Furthermore, the cover letter states that dumpster detail is provided, however, this is not clear on the submitted drawings and the dumpster drawing on the Site Drainage and Utility Plan do not match the Site Plan (A-1) provide in Submittal #3.

APPLICABLE VILLAGE OF PALMETTO BAY LAND DEVELOPMENT REGULATIONS

Section 30-30.2 - General application requirements

(d) Building permit application(s) and all other development order application(s). A development order application is an action pursuant to Chapter 30, taken after public hearing or an administrative development review as provided under this Division 30-30. All applications for development shall be filed with the appropriate department and shall be reviewed by all the various departments needed as per the applicable regulating authority, including Miami-Dade County and village public works, building, parks, and all outside agencies, including but not limited to the Miami-Dade County School Board, Miami-Dade County Fire Department, PERA, or the South Florida Water Management District (SFWMD). The application shall be accompanied by a fee as is established from time to time by the village council. No application shall proceed to public hearing without final sign off by the above applicable agencies where appropriate. All applicable state, county, and village codes and ordinances shall be complied with at all times. Where a conflict exits in the applicable code(s), the more restrictive shall prevail.

(1) All applications shall include the following documents:

a. Original executed application signed by the applicant and by the property owner, plus two copies of all necessary supportive construction drawings and documents.

b. Location map including geographic coordinates at a scale not less than 1″ = 1,000′.

c. Identification of applicable key persons, including, owner(s); owner's authorized agent(s); contracted buyer for owner's property; architects, engineers, landscape architects; and/or any other representative(s) or professional(s) involved in the application, if any.

(2) A verified statement disclosing the name of each person having a legal or equitable ownership interest in the subject property. If the owner is a private corporation, or partnership trust, the name of each person holding an interest and percentage of interest in the entity shall be disclosed. If the owner is a publicly held corporation, the stock of which is traded on a nationally recognized stock exchange, the names and addresses of the corporation and principal executive officers shall be disclosed, together with the names of any stockholder owning ten percent or more of the stock.

(3) The application shall be executed and sworn to by the owner(s) the property, or by the tenant(s) with the owner(s) sworn consent.

(4) A survey that is no more than one year old, which accurately depicts site conditions, at a scale of not less than one inch equals 30 feet (1″ = 30′), certified by a state registered land surveyor. If a notarized affidavit of no change is provided, the survey may be older than one year, but no more than three years' old.

(5) Sealed elevation plans showing all four elevations (north, south, east and west), and shall include heights, distances, and dimensions of existing and proposed new building conditions.

(6) Sealed floor plans of all existing buildings (cross-hatched), and proposed additions. Revisions shall be "clouded."

(7) The site plan shall include the information as required by section 30-30.5, and shall include a detailed parking legend. The legend will include a table showing all uses currently established at the location and shall provide a parking breakdown indicating the number of spaces required for each

business, based on the indicated uses. For new uses the number of parking spaces and calculation shall be based upon section 30-70.8. For existing uses the calculation shall be based upon the original development parking ratio that was established at the time of original construction. Parking legend shall be signed and sealed by architect of record and by Village of Palmetto Bay Planning and Zoning Director.

(8) Copies of all prior approved variances, comments, declaration of restrictions, development orders and/or zoning resolutions applicable to the site.

(9) Copies of all permits required by other agencies to be obtained within the time period required under subsection 30-30.2(k).

(10) Legal description.

(11) Other information as required by the village as may be necessary to determine conformance with and enforcement of the requirements of Chapter 30.

(12) Proof of land ownership of property by warranty deed or other instrument.

(e) Review for completeness. Upon receipt of an application, the village shall have 15 business days to determine whether the application is complete (accepted) or deficient (rejected). The village shall notify the applicant in writing of his/her determination and shall provide written findings as to any deficiencies. The village shall not be required to take further action on the application until the deficiencies are remedied. Once the application is determined to be complete, it shall be reviewed in accordance with the applicable provisions of Chapter 30. Every modification to the application shall require an additional completeness determination which may delay processing, review or action on the application.

Section 30-30.3 - Administrative development approvals

(a) Administrative approval. The planning and zoning director shall have the authority to review and act on any application for development approval for a permitted use, unless a public hearing is required, in the zoning district in which a development is proposed. Every permitted use, except as exempted below, shall receive administrative site plan review. After reviewing all staff comments, the department shall act to approve, approve with conditions, or disapprove the site plan based on the criteria for site plan approval contained in section 30-30.5. The department shall provide written comments documenting any conditions to approval. If the site plan is denied, the department shall specify in writing the reasons for the denial. Where, in the department's opinion, the proposed site plan has a design, intensity, or scale that may produce potential area-wide impacts, the department shall forward the item to the village council for review and action during a public hearing. The department shall not have the authority to approve site plan applications for those uses that require conditional use or variance approvals, unless an administrative variance process applies. These approvals shall require village council approval, after public hearing.

Section 30-30.5 - Site plan approval

(f) Site plans requiring a quasi-judicial public hearing. Site plans review at public hearing shall be required for parcels encompasses five or more acres of land, proposes 20 or more dwelling units and/or 40,000 square feet of nonresidential and/or commercial building area outside of the mixed-use districts. The village's two mixed-use districts shall comply with administrative site plan review unless a specific requirement within those districts requires a public hearing.

(g) Site plan application.

(1) Village review.

a. The village may retain consultants to assist in the review of a site plan application review when it is required due to the nature and content of the application, and the professional expertise is not held by one or more professions working for the village.

b. The village's cost of retaining (a) consultant(s) shall be borne by the applicant.

(2) Submission requirements. Applications for site plan review shall be accompanied by the following information and processed by the village only after the applicant has complied with the requirements below:

a. The initial application shall include two copies of all site plans and required supporting documentation together with an original application signed by the owner of record. If it is determined by the village that the site plan application requires approval by the village council then ten copies of all site plans and required supporting documentation shall be submitted before a public hearing can be scheduled. Each application shall be accompanied by the application fee and a formatted CD ROM or DVD version of all the documents submitted. No application will be accepted nor reviewed until the fee is paid.

b. Any portion of a site plan involving architecture, landscape architecture, engineering or surveying shall be certified by the individual responsible for that portion of the site plan and shall bear the seal, registration number, name and address of said individual.

c. Site plans shall be prepared at a scale not smaller than one inch equals 30 feet and shall be submitted on sheets 24 inches by 36 inches. If a more specific site plan requirement(s) is(are) identified within a zoning district, the applicant shall additionally comply with the more stringent requirement(s).

d. All site plans submitted for review and approval shall include the following information for all existing and proposed improvements:

i. Location map at a scale of not less than one inch equals 1,000 feet, indicating state plane coordinates, if available.

ii. The site plan shall show the name and address of the owner and/or developer, the county, state, legal description, north arrow, date and scale of drawing and number of sheets. In addition, it shall reserve a blank space on the front page; three inches wide and five inches high for use by the village.

iii. A boundary survey, including legal description of the tract, at a scale of one inch equals 40 feet, showing the location and type of boundary evidence. The boundary survey shall be related to the state plane coordinate system, if available.

iv. Deed, title abstract, and verified statement showing each and every individual person having a legal or equitable ownership interest in the subject property, except publicly held corporations, in which case the names and addresses of the principal, corporate officers, affiliates, partners or associates shall be included.

v. All existing and proposed street right-of-way reservations and easements, canals and watercourses, their names, numbers and widths; as well as the owner, existing zoning and present use of all adjoining properties and zoning district boundaries.

vi. The density or intensity of land use to be allocated to all parts of the site to be developed together, with tabulations by area and percentages thereof. The allocations shall include, but not be limited to:

- Total site area;

- Density (dwelling units per acre) or intensity (units per acre or ratio of gross floor area to total site area);

- Total floor area by floor, existing/proposed, and usage associated;

- Percentage of site covered by building(s);

- Pervious space and landscaped area(s);

- Ground floor coverage of impervious material;

- Irrigation plan;

- Ground elevations;

- Vehicular circulation and parking area(s);

- Location, area and use of all other portions of the site; i.e. setbacks, building height, etc.; and,

- Grading plan.

e. The location, size and character of any common open space, and the form of organization proposed to own and maintain any common open space.

f. The proposed location, general use, number of floors, height and the net and gross floor area and setbacks for each building to include outside display areas, and where applicable, the number, size and type of dwellings.

g. Location, type, material, and size of vehicular entrances to the site.

h. Location, type, size and height of fencing, walls and screen planting where required under the provisions of Chapter 30.

i. Required parking, loading spaces and walkways, indicating type of surface, size, angle and width of stalls and aisles, together with a schedule showing the number of parking spaces provided and the number required by the provisions of Division 30-70.

j. All proposed signs and exterior lighting.

k. The provisions for the disposition of open space and a landscape and irrigation plan indicating the location, type, size and description of all proposed landscape materials including the limits or extent of tree removal or tree protection pursuant to Division 30-100.

l. Identification and location of all existing and proposed utilities, including, but not limited to:

i. Water and sanitary sewer or on-site septic tank;

ii. Telephone, electric, gas and other utilities;

iii. Solid waste disposal facilities including containers or other equipment; and,

iv. Fiberoptic cable.

m. Provisions for the adequate disposition of natural and stormwater in accordance with the adopted design criteria and standards of the village, indicating the location, size, type and grade of ditches, catch-basins and pipes and connections to the existing drainage system on site system; and Miami-Dade County Environmental Resources Management (DERM) criteria.

n. Elevation in relation to mean sea level of the proposed lowest floor, including basement to the top of roof and/or parapet of all buildings.

o. Elevation in relation to mean sea level to which any nonresidential building will be floodproofed, if required.

p. Certificate from a registered professional engineer or architect that the nonresidential floodproofed building will meet the floodproofing criteria and detailed plan documenting scope of work to ensure compliance with subsection 30-30.2(n), subsection 30-100.6, and the Florida Building Code.

q. Description of the extent to which any watercourse will be altered or relocated as the result of proposed development.

r. Survey by a profession surveyor and/or mapper to locate lowest elevation point, and spot elevations.

s. Certified geotechnical percolation testing to establish water drainage through soil.

t. Detailed plans documenting the existing stormwater drainage condition of the site, the adjoining properties, and rights-of-way.

u. A 125 percent of estimated cost performance bond for public right-of-way improvements.

v. Development, with proper expert testimony and analysis, of a maintenance of traffic (MOT) plan, which plan shall be provided prior to construction, to ensure safe passage of both pedestrian and motorist traffic adjacent to proposed drainage work.

w. Provisions for the adequate control of dust, erosion and sedimentation, indicating the proposed temporary and permanent control practices and measures that will be

implemented during all phases of clearing, grading and construction.

x. Existing topography with a maximum contour interval of two feet, except where existing ground is on a slope of less than two percent, in which case either one-foot contours or spot elevations shall be provided where necessary, but not more than 100 feet apart in both directions.

y. Proposed finished grading by contours supplemented where necessary by spot elevations and in particular at those locations along lot lines.

z. All horizontal dimensions shown on the site plan shall be in feet and decimal fractions of a foot to the nearest one-tenth of a foot; and all bearings in degrees, minutes and seconds to the nearest second.

aa. In the case of plans which call for development over a period of years, a schedule showing the proposed times within which applications for building permits are intended to be filed in compliance with subsection 30-30.2(k).

bb. Any additional data, plans or specifications which the applicant believes is pertinent and will assist in clarifying the application.

cc. All requested variances that would require approval of the village and shall be obtained prior to submittal of the site plan application.

dd. Concurrency compliance facilities and other utilities or services as required under this Code.

Section 30-30.14 - Appeals

(c) Appeals from actions, decisions, or determinations of the village administration. Any person regulated by this division who is aggrieved by any action, decision, or determination of the village administration due to an administrative review, as provided in this division, may request a quasi-judicial public hearing before the village council to appeal the action, decision or determination of the village review

which resulted in the grievance. Appeal by quasi-judicial hearing of the final administrative action, decision or determination complained of shall be accompanied by filing a written request with the village within 15 calendar days of the date of the action, decision or determination complained of. The written notice of appeal shall set forth the nature of the action, decision, or determination to be reviewed and the basis for the quasi-judicial hearing. Customers or the business or use regulated shall not be deemed to be persons regulated by this division for the purposes of this section. The appeal shall clearly state that the denial of the application constitutes an error by the village in its interpretation or implementation of any portion of the regulations or criteria set forth that are applicable to the application. The request for appeal shall be set for hearing on the earliest practicable regularly scheduled hearing date. An appeal of the final administrative action, decision or determination shall be a de novo, quasi-judicial public hearing and final determination by the village council shall be by written determination approving, approving with conditions, or denying the request related to the administrative action, decision, or determination. The decision of the village council shall be final and no rehearing shall be permitted. Nothing herein shall be construed to prevent or prohibit the village from instituting any civil or criminal action or proceeding authorized by this division at any time. No administrative development orders shall be issued to a property subject to the appeal of an administrative action, decision, or determination.

VILLAGE STAFF SUMMARY

The submittals do not meet the requirements of Sections 30-30.2 and 30-30.5. The provided submittals were deemed incomplete; therefore, they were not reviewed for accuracy or concurrence with zoning requirements. As such, the Village has not made a decision regarding approval or denial of the application.

ATTACHMENTS:

A. “Appeal of Administrative Decision” filed October 18, 2022
B. September 13, 2021, Submittal #1
C. September 21, 2021, Village Memo of Insufficiency
D. July 18, 2022, Submittal #2
E. August 24, 2022, Village Email Response
F. September 19, 2022, Submittal #3
G. October 3, 2022, Village Email
H. December 7, 2022, Submittal #4
I. December 29, 2022 Village Memo of Insufficiency

RESOLUTION NO. 2023-__

RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF PALMETTO BAY, FLORIDA, RELATING TO AN APPEAL OF AN ADMINISTRATIVE DECISION REGARDING 7253 & 7271 SW 168 STREET; PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, on September 13, 2021, the Village Community and Economic Development Department (the "Department") received an incomplete submittal for a hotel at 7253 and 7271 SW 168 Street by ENL Investments, LLC. (the "Appellant"); and

WHEREAS, the Department provided a memo of insufficiency on September 21, 2021; and

WHEREAS, on July 18, 2022, the Department received an incomplete resubmittal by the Appellant; and

WHEREAS, the Department provided an email stating the resubmittal was insufficient on August 24, 2022; and

WHEREAS, on September 19, 2022, the Department received an incomplete resubmittal by the Appellant; and

WHEREAS, the Department provided an email stating the resubmittal was insufficient on October 3, 2022; and

WHEREAS, on October 18, 2022, an administrative appeal, pursuant to Sections 30-30.14(c) of the Village Code, was filed by the "Appellant"**;** and

WHEREAS, on December 7, 2022, the Department received a supplement to the incomplete resubmittal received on September 19, 2022; and

WHEREAS, the Department provided a memo of insufficiency on December 29, 2022; and

WHEREAS, the Village, through the Department of Community and Economic Development, filed a staff report dated for the hearing on January 9, 2023; and

WHEREAS, on January 9, 2023, the Council held a public, quasi-judicial hearing to consider the appeal**.**

NOW THEREFORE, BASED ON THE PLEADINGS, STAFF REPORT, WITNESS TESTIMONY AND DOCUMENTATION, THE MAYOR AND VILLAGE COUNCIL DETERMINES AS FOLLOWS:

Section 1. That the above recitals are incorporated as if set forth in full.

Section 2. The Appellant has filed a forty-five (45) page document with supporting Exhibits, which are attached to this Resolution as Composite Exhibit “A”.

Section 3. The Village has filed an eleven (11) page Staff Report with supporting Exhibits, which are attached to this Resolution as Composite Exhibit “B”.

Section 4. Finding of Facts The Village Council reviewed the facts presented.

Section 5. Legal Requirements In a de novo quasi-judicial hearing, the parties must prove through substantial competent evidence that their position should prevail. The test is not which party provides more such evidence as the other, there must simply be some substantial competent evidence upon which the final decision is based. “Substantial competent evidence is that amount of evidence that a reasonable mind might accept as adequate to justify a conclusion” *DeGroot v. Sheffield,* 95 So.2d 912 (Fla.1957).

The Staff Report and Exhibits are deemed to be competent substantial evidence.

Section 6. Order Based on the pleadings, staff report, witness testimony and documentation it is the decision of the Mayor and Village Council (accept) (deny) the appellant’s appeal.

PASSED AND ADOPTED this 9th day of January 2023.

ATTEST:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

Attachment A
"Appeal of Administrative Decision" filed October 18, 2022

Jerry B. Proctor, P.A.

RECEIVED
Zoning Department
October 18, 2022
Village of Palmetto Bay
Building & Zoning Department
By: AC
VPB-22-006

October 18, 2022

HAND DELIVERY

Mr. Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Re: ENL Investments, LLC
Appeal of Administrative Decision
Property: 7253 and 7271 SW 168 Street
Folio No.: 33-5026-001-0031, 33-5026-001-0021
33-5026-001-0020, 33-5026-001-0030
ASPR Application No: ASPR - 21 – 009 (filed September 13, 2021)

Dear Mr. Marano:

Please accept this Appeal of Administrative Decision, pursuant to Section 30-30.14(c) of the Village's Code of Ordinances.

This law firm represents ENL Investments, LLC ("Appellants"). The Appellants own property consisting of over one (1) acre in size, containing four (4) folio numbers noted above at 7253 and 7271 SW 168 Street (the "Property"). The Property is currently zoned B-2 (Business District). The facts below outline the actions of the Appellants and the Village, and the events that give rise to this Appeal of Administrative Decision, including a listing of administrative and due process errors by the Village.

ASPR APPLICATION

Pursuant to Sections 30-30.3 and 30-30.5 of the Village's Code of Ordinances, the Appellants filed Administrative Site Plan Application No. ASPR-21-009 on September 13, 2021 (the

"ASPR Application"). The ASPR Application is based on a proposed development and site plan for a hotel development under the existing B-2 zoning designation on the Property. The proposed site plan was revised several months later. On September 19, 2022, before the Village's consideration of legislation that might affect the Appellants' development rights on the Property, the site plans were modified again and submitted together with a recital of items submitted, and justification for the proposed development.

PENDING LEGISLATION

The Property is part of pending legislation at the Village to:

- Add a new zoning district entitled "OC, Old Cutler Neighborhood Commercial District" to the Village's Land Development Code.
- Change the zoning designation of certain parcels of land in the Village (including the Property) to "OC".
- Amend certain section of the Land Development Code to provide density and intensity regulations for the new "OC" District.

The Pending Legislation was approved at an initial hearing before the Village Council on September 19, 2022. Before the legislation becomes law, it must be heard by the Local Planning Agency, and heard and approved after two public hearing "readings" by the Village Council. The Appellants' Property would be rezoned to "OC" and new zoning regulations would apply to the Property, if the Pending Legislation is approved.

ASPR DECISION (the Administrative Decision)

On October 3, 2022. The Village's Community and Economic Development Director, Heidi Siegel, AICP, issued an E-Mail to Eric Haas, of ENL Investments, LLC, stating that the ASPR Application would "not be reviewed further at this time". The design was based on several factors, including the assertion that the Village Council passed the Pending Legislation on first reading, that the doctrine of "Zoning in Progress" applies and that the ASPR Application is "incomplete."

This Appeal is filed on the following grounds:

THE GOVERNING BODY HAS NOT HELD A FIRST READING PUBLIC HEARING ON THE PENDING LEGISLATION

1. Ordinances to amend the Village's laws must comply with Section 166.041, Florida Statutes.
2. Ordinances must be advertised, heard and approved at two (2) separate public hearings, or "readings", before they become law. These hearings must occur before the governing body of the Village, Section 166.041, Florida Statutes. The Village Council is the governing body of the Village.
3. The September 19, 2022 hearing was advertised before the Local Planning Agency (LPA) of the Village, not before the Village Council. Pursuant to Section 163.3174, F.S., and Section 30-20.1, Village Code, the LPA is not the governing

body of the Village. The LPA, after an advertised public hearing, may make recommendations to the governing body.

4. In order for the Village Council to consider legislation on "first reading", the Village must first advertise a public hearing before the Village Council, not the LPA. This did not occur on September 19, 2022. Therefore, the Village has not yet advertised the legislation for public hearing before the governing body, as required by law.

THE ASPR DECISION IS NOT IN COMPLIANCE WITH THE LAND DEVELOPMENT CODE

The ASPR Decision does not comply with the requirements of the Village Code. As stated in the Village's Sufficiency Review memorandum dated September 27, 2021:

> Pursuant to Section 30-30.2(e), General Application Requirements, Review for completeness, the Village shall determine whether the application is complete (accepted) or deficient (rejected) within 15 business days. **The village shall notify the applicant in writing of his/her determination and shall provide written findings as to any deficiencies.** (Emphasis added.)

The ASPR Decision did not provide complete written findings as to any deficiencies, The ASPR Decision merely indicates that there are "numerous items missing" from a previous insufficiency letter. Accordingly, the ASPR Decision does not comply with the clear laws and regulations of the Village.

The ASPR Decision also indicates that the Village requires sign-off from various other governmental agencies, including Miami-Dade County agencies. The Village Code addresses this issue comprehensively in Section 30-30.5(h)(2) and Section 30-30.2(k). Section 30-30.5 indicates that all required county, regional, State, or federal agency approvals shall be obtained within the development approval period provided in Section 30-30.2(k). Section 30-30.2(k) is entitled "Development Approval Expirations", and sets time limitations on development approvals as follows:

> (k)(1) Development approvals (administrative and/or through public hearing) shall be valid for 24 months from the date of approval.

An ASPR Application is not an approval. It is merely an application, similar to an application for a public hearing or a building permit. The ASPR Decision's imposition of a different standard is contrary to traditional Village policies and does not comply with the specific standards in the Village Code.

"ZONING IN PROGRESS" DOES NOT APPLY

The ASPR Decision imposes a "Zoning in Progress" rule upon the alleged adoption of the vote to approve the Pending Legislation on September 19, 2022. The ASPR Decision states that a development application pending before the Village (such as the ASPR Application) must be in conformity with both existing law and the Pending Legislation supported by the Village Council on September 19, 2022, for six months from the date of first reading approval of the legislation. This doctrine of "Zoning in Progress" effectively establishes a moratorium while the Village Council considers a change in the regulations. The Pending Legislation would no longer permit a hotel on the Property.

"Zoning in Progress" is an improper basis for the ASPR Decision to discontinue consideration of the ASPR Application, for the following reasons:

1. As noted above, "first reading" of the Pending Legislation has not been advertised and has not occurred.
2. The Village Code clearly lists that "Zoning in Progress" applications are "subject to public hearing" (Section 30-30.2(b), Village Code). Public hearing applications are subject to specific notice requirements before hearings can occur.
3. Pursuant to Section 30-30.10, a "Zoning in Progress" resolution request must be filed, in writing, by the Village Manager, in conjunction with the Village's request for a "Zoning in Progress Resolution". This request must include a Village staff report. In this instance, (a) the Village Manager or his staff did not file a resolution request, (b) a public hearing regarding "Zoning in Progress" was not advertised or held, (c) the Village Council did not make specific findings regarding "Zoning in Progress", and (d) the Village Clerk did not publish the adopted resolution as required by law. These regulations clearly establish that the Village Council cannot impose "Zoning in Progress" as an "add-on" clause in a staff report or resolution, without an advertised public hearing, a written resolution request, specific findings, and publication of the result. None of these events occurred.

When a municipality attempts to enact a moratorium while new regulations are under consideration, the municipality must follow State law regarding notice and hearing requirements. City of Sanibel v. Buntrock, 409 So. 2d 1073 (Fla. 2d DCA 1982). The Village cannot enact "Zoning in Progress" by a mere proclamation at a legislative hearing, and inclusion in an Email announcing an administrative decision and using Zoning in Progress as a tool to stop reviewing a valid administrative application.

Any doubt regarding the imposition of "Zoning in Progress" and the required actions described in the preceding paragraph is conclusively settled by the following exchange at the January 27, 2020 public hearing of the Village Council where the topic was discussed. The discussion occurred between Village Attorney John Dellagloria and Vice Mayor John DuBois

as part of the Village's first reading adoption of legislation amending land use and comprehensive plan requirements for the "DUV" portion of the Village's Downtown area.

The discussion is recited verbatim, as follows:

John Dellagloria: On February 3rd, you will have a resolution in front of you to institute Zoning in Progress. Just so happens that our City has an extremely detailed method of instituting Zoning in Progress. So seven days from now you'll have the opportunity to vote on that

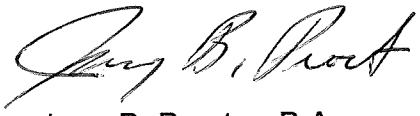
Vice Mayor John DuBois: That's not my understanding of our laws, I thought Zoning in Progress will immediately go into effect once the first reading passes.

John Dellagloria: Normally that is true in general but our code has the following requirements. The Manager has to make a recommendation for staff to prepare a report and then that resolution has to be heard at the next, at the first regularly scheduled meeting of the Council. So our code actually takes precedence over common law when the common law is giving opinions not based on specific ordinances of a city. So yes, in general, Zoning in Progress would be OK. We're going to have, we have to have a resolution instituting Zoning in Progress under our laws.

Based on the above facts, the Administrative Decision should be quashed.

Thank you for your consideration.

Sincerely,



Jerry B. Proctor, P.A.
Jerry B. Proctor
President

LEGAL DESCRIPTION OF PROPERTY

Lots 9, 10, 11, 18 and 19, Richmond Subdivision, Plat Book 4, Page 116, Public Records of Miami-Dade County, Florida.

SUPPORTING MATERIALS

1. Zoning Hearing Application Form
2. Limited Liability Company Affidavit
3. 2022 ASPR Submittal – Emails From ESA Architects
    a. Letter of Intent – Jerry B. Proctor, PA – September 19, 2022
4. ASPR Decision – Email – October 3, 2022
5. Advertisement – September 19, 2022, Local Planning Agency (LPA) Hearing
6. Section 166.041, Florida Statutes
7. Section 163.3174, Florida Statutes
8. City of Sanibel v. Buntrock, 409 So. 2d 1073 (Fla. 2d DCA 1982).
9. September 27, 2021, Village Sufficiency Review Report

SEC: 26 TWP: 55 RGE: 40

Application Process#_____

ZONING HEARING (ZH) APPLICATION
Village of Palmetto Bay, Department of Planning and Zoning

Folio Numbers: 33-5026-002-0031, 33-5026-002-0021, 33-5026-002-0020, 33-5026-002-0030 Date Received: _____

1. **NAME OF APPLICANT** (Owner(s) of record of the property or lessee. If applicant is a lessee and executed 'Owner's Sworn-to-Consent' and copy of a valid lease for 1 year or more is required. If the applicant is a corporation, trust, partnership, or like entity, a "Disclosure of Interest" is required).
   ENL Investments, LLC

2. **APPLICANT'S INFORMATION:**
   Name: Eric Haas Company: ENL Investments, LLC
   Street Address: 7406 SW 169 Terrace City: Palmetto Bay State: FL Zip: 33157
   Phone: _____ E-mail: e_haas@bellsouth.net

3. **PROPERTY OWNER'S INFORMATION:**
   Name: Eric Haas Company: ENL Investments, LLC
   Street Address: 7406 SW 169 Terrace City: Palmetto Bay State: FL Zip: 33157
   Phone: _____ E-mail: e_haas@bellsouth.net

4. **CONTACT PERSON'S INFORMATION:**
   Name: Jerry B. Proctor, Esq. Company: Jerry B. Proctor, PA
   Street Address: 7600 SW 57 Avenue, Suite 210 City: South Miami State: FL Zip: 33143
   Phone: 786-536-7037 E-mail: jproctor@proctorpa.com

6. **ADDRESS OR LOCATION OF PROPERTY** (For location, use description such as NE corner of, etc.)
   7253 and 7271 SW 168 Street

5. **LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION**
   Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided in electronic format.
   Lots 9. 10, 11, 18, and 19, Richmond Subdivision, Plat Book 4, Page 116, Public Records of Miami-Dade County, Florida

7. **SIZE OF PROPERTY:** square feet: _____ acres: 1.06
(divide total sq. ft. by 43,560 to obtain acreage)

8. **DATE PROPERTY ACQUIRED** ☑ **OR LEASED** ☐ October 1996

9. **LEASE TERM:** _____ years and months

10. **IS CONTIGUOUS PROPERTY OWNED BY THE SUBJECT PROPERTY OWNER(S)?**
YES ☐ **NO** ☑ If yes, provide complete legal description of said contiguous property.

_____
_____
_____
_____

11. **IS THERE AN OPTION TO PURCHASE OR LEASE THE SUBJECT PROPERTY OR PROPERTY CONTIGUOUS THERETO?**
YES ☐ **NO** ☑ If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form.

_____
_____
_____
_____

12. **VILLAGE OF PALMETTO BAY ZONING CLASSIFICATION:** B-2

13. **APPLICATION REQUESTS:** Check all that apply and describe nature of the request.

☐ Comprehensive Plan Future Land Use Map (FLUM) Change
FLUM Land Use Designation requested: _____

☐ Zoning District Boundary Change
Zoning District requested: _____
(Provide a separate legal description for each zone requested, if more than one)

☐ Establish a Use
Use requested: _____

☐ Conditional Use
Use requested: _____

☐ Unusual Use Determination
Use requested: _____

☐ Non-Use Variance for Lot Dimensions
Lot Area ☐ Frontage ☐ Depth ☐

☐ Non-Use Variance for Structure
Lot Coverage ☐ Height ☐ Setback(s) ☐

☐ Site Plan Review

☐ Modification of previous site plan approval
Previous approval (Resolution #): _____

☐ Lot Split Approval

☐ Platting Approval

☐ Other Appeal of Administrative Decision

14. Has a public hearing been held on this property within the eighteen (18) months? **YES** ☐ **NO** ☑
If yes, provide applicant's name, date, purpose and result of hearing, and resolution number:

15. Is this application a result of a violation notice? **YES** ☐ **NO** ☑
If yes, give name to whom the violation notice was served: and describe the violation:

16. Describe structures on the property:
None

17. Is there any existing use on the property? **YES** ☐ **NO** ☑
If yes, what use and when established?

Use: _____ Year: _____

Planning Staff Use Only

Base Fee	**Reviewed and Accepted by**	**Date**
Receipt No.	**Deemed Complete by**	**Date**

Attachment 2

LIMITED LIABILITY COMPANY AFFIDAVIT

I, Eric Haas, being first duly sworn, depose and say that I am the Authorized Member of the aforesaid Limited Liability Company (LLC), and as such, have been authorized by the LLC to file this application for public hearing; and that said LLC is the owner of the property described herein and which is the subject matter of the proposed public hearing.

ENL INVESTMENTS LLC

Attest: _____

Signature

Corporate seal

ERIC HAAS ITS

Authorized Member

Sworn to and subscribed to before me this 13th day of October, 2022

Notary Public: Samantha Martinez

Commission Expires: Aug. 17th, 2025

SAMANTHA MARTINEZ
Notary Public - State of Florida
Commission # HH 165996
My Comm. Expires Aug 17, 2025

E.S.A.
QUALITY DESIGN

8900 SW 117th. Ave.
Miami, Florida, 33186
Phone Number:
9305) 275-8383

Date: September 19,2022

Re: Old Cutler Inn Hotel Site

Client: Eric Hass/ENL ASPR-21-009

Mr. Southern, enclosed are the replies to the comments generated by you on the project located at 7406 SW 168th.street. We understand that the resubmittal was not sufficient but was generated for discussion purposes only to try a gauge Villages point of view in collaboration to reduce overall heights based on previous conversations with staff. The following submittal does address those comments fully and we respectfully ask for you review again.

Specifically, the following has been addressed:

Item 1)	
a. Letter of intent missing.	Response: being submitted by clients atty.
b. Location map scale.	Response: provided on plan
c. Identify all team members:	Response see title sheet
Item 2)	completed
Item 3)	completed
Item 4) current survey	Response: Submitted
Item 5) Elevations labeled by cardinal directions	Response: provided
Item 6) Sealed floor plans of existing buildings	Response: no existing buildings remain at site
Item 7) Siteplan to include legend on spaces/parking	Response: breakdown per use provided
Item 8)	not applicable
Item 9) Copies of all outside agencies required	Response: see letter of intent
Item 10) legal description	Response: See survey and site plan
Item 11) grading/stormwater/civil plans/timetable	Response: see plans
Item 12)	Completed
Item 13)	not applicable

E.S.A.
QUALITY DESIGN

8900 SW 117th. Ave.
Miami, Florida, 33186
Phone Number:
9305) 275-8383

Thank you for the sufficiency review letter and we hop we have provided all the information you have requested to allow for the exciting hotel development to move forward. For your records and clarification, we are also including copies of the Old Cutler Road traffic analysis performed by the Village for the Old Cutler Road upgrades that are commencing in the next couple of weeks. This will allow for this corridor to improve its level of services remarkably.

Should a traffic study still be needed as you know only a traffic engineer chosen for by the Village could be used and we would eagerly await the fee required to do such a study. As of today's date that number has yet to be provided to us or to our clients. Please advise us as to whether the studies already performed by the Village for the improvements on Old Cutler Road which consist of the following:

Traffic circles on SW 67th. Ave

Traffic circle on SW 136th. Street

Traffic circle on SW 152nd. Street

Turbo lane on SW 176th. Street

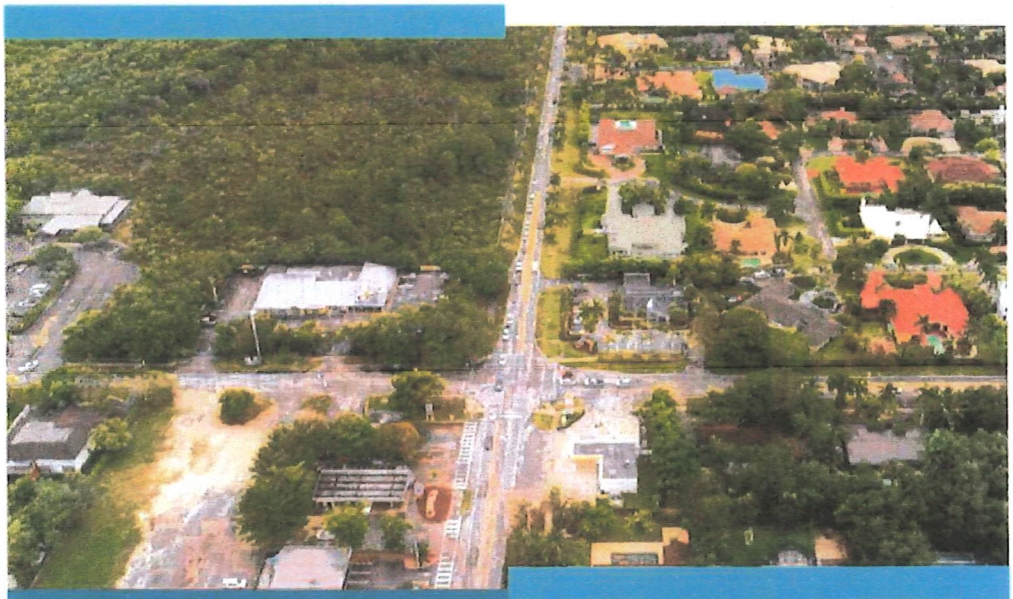
Traffic circle on SW 184th. Street

Or the fact that this project is within the Miami Dade County urban infill line is sufficient to proceed without that step and as per the interpretation of the requirements by the clients attorney.

Sincerely,

Edward Silva, R.A, CFPM, C.B.O., R.C.

May 2019 | Draft Report



Village of Palmetto Bay

OLD CUTLER ROAD INTERSECTION IMPROVEMENTS – TRAFFIC STUDY

PREPARED FOR

Palmetto Bay

PREPARED BY

MARLIN Engineering, Inc.
1700 NW 66th Avenue, Suite 106
Plantation, FL 33313
954.870.5070 | www.marlinengineering.com

MARLIN

1. Introduction

Marlin Engineering, Inc. was retained by the Village of Palmetto Bay to perform intersection improvements at the signalized intersections along Old Cutler Road from SW 67th Avenue to SW 184th Street. Old Cutler Road is a minor arterial road with seven (7) signalized intersections between SW 67th Avenue and SW 184th Street. These signalized intersections are listed below and are shown in **Figure 1** to **Figure 6** respectively.

- Old Cutler Road at SW 67th Avenue
- Old Cutler Road at SW 136th Street
- Old Cutler Road at SW 144th Street
- Old Cutler Road at SW 152nd Street
- Old Cutler Road at SW 168th Street
- Old Cutler Road at SW 176th Street
- Old Cutler Road at SW 184th Street

The objective of this effort is to develop feasible improvements from an operational, safety and roadway design perspective in order to make traffic flow smoothly at all the intersections and along the entire roadway network on Old Cutler Road. This report documents the existing conditions, crash analysis, existing traffic and alternatives analyses.

Figure 4. Location Map - Old Cutler Road at SW 168th Street

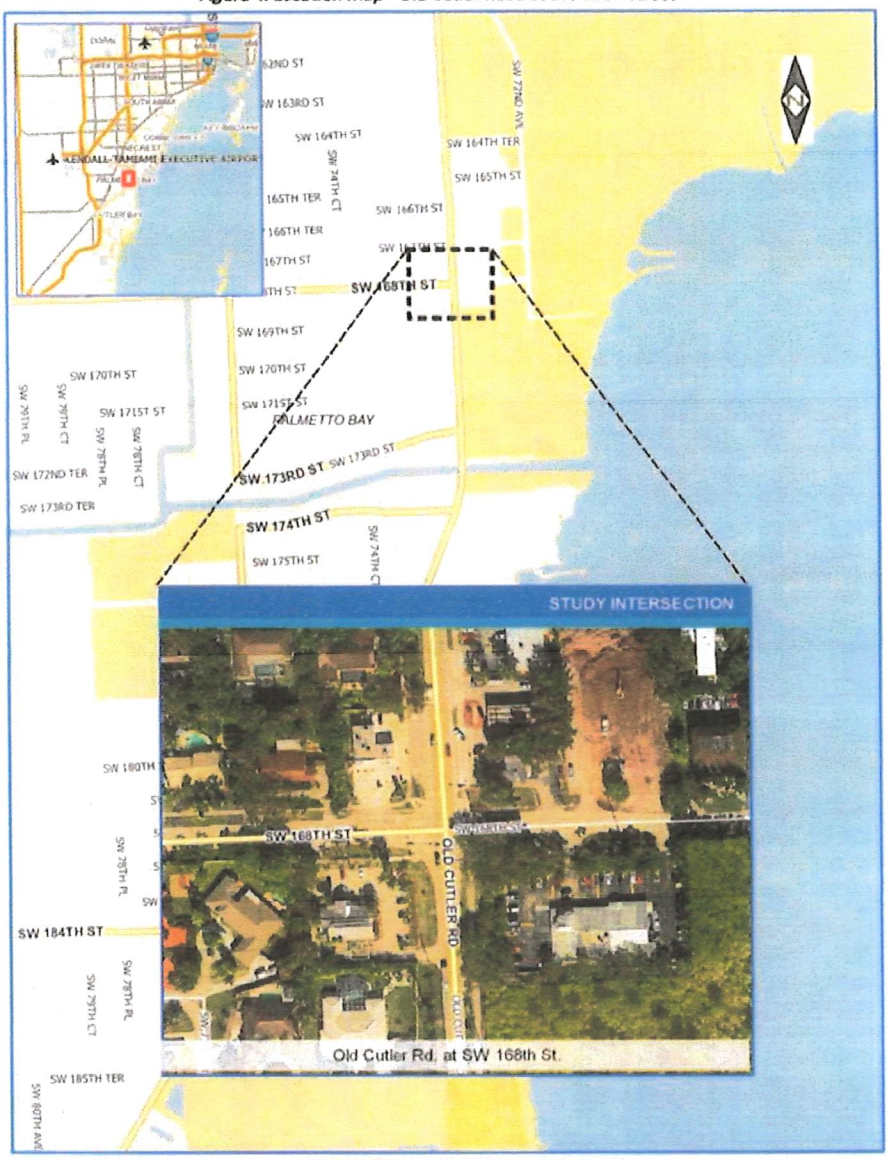
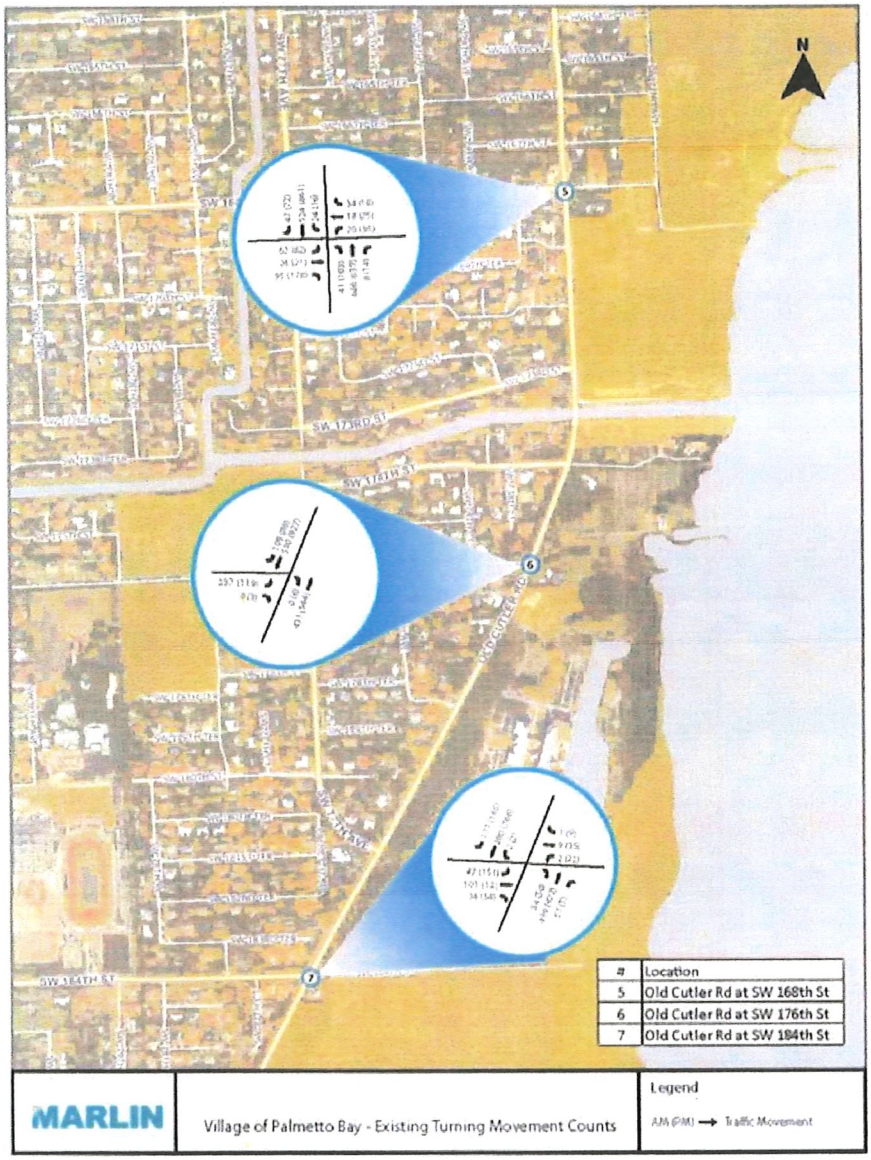


Table 5. Summary of Existing Conditions – Old Cutler Road at SW 168th Street

Feature	Description
Main Street	Old Cutler Road
Minor Street	SW 168th Street
Area Location	Village of Palmetto Bay, Miami Dade County, FL
Adjacent Land Uses	Northeast: Farm Stores Express Northwest: Shell Gas Station Southeast: Commercial shops Southwest: BB&T Bank
Traffic Control	Signalized Intersection
Adjacent Signalized Intersections	North: SW 152nd Street – 5,330 feet South: SW 176th Street - 2,710 feet East: None West: - US 1 North - 11,880 feet
Old Cutler Road	Cross Section: 2-lane undivided minor arterial roadway (with curb and gutter on north of the intersection on east side) Posted Speed Limit: 40 mph AADT: 25,000 vehicles per day (year 2017) Roadway Alignment: Straight Northbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Southbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Pedestrian Crossings: Yes Sidewalks: Bicycle and Pedestrian shared path on east side of the road and Sidewalk on north of the intersection on west side for some extent Utilities: Overhead power lines on north of intersection on the west side and south of the intersection on the east side of the roadway Street Lighting: Luminaires on concrete poles on north of intersection on the west side and south of the intersection on the east side of the roadway
SW 168th Street	Cross Section: 2-lane undivided major collector roadway on west side and local street on east side of the intersection (no curb and gutter) Posted Speed Limit: 30 mph AADT: 6,800 vehicles per day (year 2017) Roadway Alignment: Straight Eastbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Westbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Pedestrian Crossings: Yes Sidewalks: Along the north side of the roadway on west of the intersection and south side of the roadway on east of the intersection Utilities: Overhead power lines on the north side of the roadway Street Lighting: No

Figure 8. Existing Turning Movement Counts – Southern Segment of Old Cutler Road



5. Existing Intersection Level of Service Analysis

A Level of Service analysis was conducted during the AM and PM peak hours. Level of service, or LOS, is a qualitative measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measure like vehicle speed, density, congestion, and other factors. As per the Highway Capacity Manual 2010 (Transportation Research Board, 2010):

> "Signalized intersection level of service (LOS) is defined in terms of a weighted average control delay for the entire intersection. Control delay quantifies the increase in travel time that a vehicle experiences due to the traffic signal control as well as provides a surrogate measure for driver discomfort and fuel consumption. Signalized intersection LOS is stated in terms of average control delay per vehicle (in seconds) during a specified time period (e.g., weekday PM peak hour).
>
> *Level of Service Criteria for Signalized Intersections*
>
LOS	Average Intersection Delay	General Description
A	Less than or equal to 10 seconds	Free flow
B	Greater than 10 to 20 seconds	Stable flow (slight delays)
C	Greater than 20 to 35 seconds	Stable flow (acceptable delays)
D	Greater than 35 to 55 seconds	Approaching unstable flow (tolerable delays)
E	Greater than 55 to 80 seconds	Unstable flow (intolerable delays)
F	Greater than 80 seconds	Forced flow (congested; queues failing to clear)

> Unsignalized intersection LOS criteria can be further reduced into three intersection types: all-way stop, two-way stop, and roundabout control. All-way stop and roundabout control intersection LOS is expressed in terms of the weighted average control delay of the overall intersection or by approach. Two-way stop-controlled intersection LOS is defined in terms of the average control delay for each minor-street movement (or shared movement) as well as major-street left-turns. This approach is because major-street through vehicles are assumed to experience zero delay, a weighted average of all movements results in very low overall average delay, and this calculated low delay could mask deficiencies of minor movements.
>
> *Level of Service Criteria for Unsignalized Intersections*
>
LOS	Average Control Delay
A	Less than or equal to 10 seconds
B	Greater than 10 to 15 seconds
C	Greater than 15 to 25 seconds
D	Greater than 25 to 35 seconds
E	Greater than 35 to 50 seconds
F	Greater than 50 seconds"

Note that the delays per LOS "grade" are lower for unsignalized intersections than signalized intersections. This is due to motorist expectation – when at a signalized intersection, motorists instinctively understand that they are at an intersection with supposedly higher traffic volumes which would justify it being signalized and they are conditioned to expect delays to be higher than they would expect to encounter at a usually smaller unsignalized intersection.

The intersections were evaluated using Synchro version 10, which utilizes analysis methodologies contained in the 2010 Highway Capacity Manual. Existing peak hour turning movement volumes, existing roadway geometry, and traffic signal timings were utilized in the analyses. Based on the Synchro analyses, the existing overall level of service (LOS) and average delay for the study's seven (7) signalized intersections are summarized in the following tables. The signalized intersection delay is shown as the average delay for all of the approaches of the intersection combined and the average delay per approach. Based on the Synchro analyses, the LOS and delay are shown in Table 15. Synchro printouts for the existing conditions analysis are included in the **Appendix**.

Table 15. Existing Level of Service

No.	Intersection	AM Peak Hour LOS (Delay in seconds)				
		Overall Intersection	*NB Approach*	*SB Approach*	*EB Approach*	*WB Approach*
1	Old Cutler Rd. at SW 67 Ave.	C (31.7)	D (53.8)	D (53.2)	B (14.9)	C (34.0)
2	Old Cutler Rd. at SW 136 St.	C (31.1)	B (12.4)	A (2.6)	F (151.3)	n/a
3	Old Cutler Rd. at SW 144 St.	D (37.2)	B (17.4)	B (15.0)	F (94.0)	E (64.6)
4	Old Cutler Rd. at SW 152 St.	E (79.0)	D (43.4)	F (97.5)	F (133.6)	F (81.5)
5	Old Cutler Rd. at SW 168 St.	B (19.5)	B (10.5)	B (10.0)	E (68.0)	D (46.5)
6	Old Cutler Rd. at SW 176 St.	B (18.2)	B (11.5)	B (14.4)	D (44.0)	n/a
7	Old Cutler Rd. at SW 184 St.	B (20.1)	A (7.6)	B (11.8)	E (76.2)	D (50.8)
No.	**Intersection**	**PM Peak Hour LOS (Delay in seconds)**				
		Overall Intersection	*NB Approach*	*SB Approach*	*EB Approach*	*WB Approach*
1	Old Cutler Rd. at SW 67 Ave.	C (29.7)	C (34.3)	C (34.2)	C (21.1)	C (33.7)
2	Old Cutler Rd. at SW 136 St.	A (9.4)	A (5.5)	A (5.0)	E (58.0)	n/a
3	Old Cutler Rd. at SW 144 St.	C (20.8)	A (5.0)	A (7.7)	F (106.3)	F (101.0)
4	Old Cutler Rd. at SW 152 St.	F (151.4)	F (144.0)	F (236.9)	D (51.5)	D (41.7)
5	Old Cutler Rd. at SW 168 St.	D (35.9)	A (10.0)	B (14.1)	F (90.3)	F (325.1)
6	Old Cutler Rd. at SW 176 St.	C (24.4)	B (10.2)	C (25.0)	E (61.0)	n/a
7	Old Cutler Rd. at SW 184 St.	D (47.6)	B (14.8)	E (56.3)	F (81.2)	D (38.2)

The existing conditions analysis indicates that the following signalized intersection does not operate at an acceptable level of service:

- Old Cutler Road at SW 152nd Street (PM peak hour only)

In addition, the approaches listed below are also failing.

AM Peak Hour:

- Old Cutler Road at SW 136th Street — Eastbound
- Old Cutler Road at SW 144th Street — Eastbound
- Old Cutler Road at SW 152nd Street — Eastbound, Westbound and Southbound

PM Peak Hour:

- Old Cutler Road at SW 144th Street — Eastbound and Westbound
- Old Cutler Road at SW 152nd Street — Northbound and Southbound
- Old Cutler Road at SW 168th Street — Eastbound and Westbound
- Old Cutler Road at SW 184th Street — Eastbound

9. Conclusions

This study evaluated intersection improvements at seven signalized intersections along Old Cutler Road from SW 67th Avenue to SW 184th Street within the limits of the Village of Palmetto Bay. The objective of this effort was to develop feasible improvements from an operational, safety and roadway design perspective in order to improve traffic flow at all the intersections and along the entire roadway network on Old Cutler Road. The report documented the existing conditions, crash analysis, existing traffic and alternatives analyses.

Based on the level of service analysis, Alternative 3 was recommended. This alternative involves replacing four signalized intersections and constructing two-lane roundabouts. The remaining three intersections where a two-lane roundabout is not feasible will remain as signalized intersections. There is enough right-of-way at all these four (4) intersections to accommodate the two-lane roundabout, while leaving the existing pedestrian bicycle shared path and sidewalks intact or making some minor adjustments at some locations. The four intersections suitable for two-lane roundabouts are as follows:

- Old Cutler Road at SW 67th Avenue
- Old Cutler Road at SW 136th Street
- Old Cutler Road at SW 152nd Street
- Old Cutler Road at SW 184th Street

The following intersections will remain signalized as under existing conditions:

- Old Cutler Road at SW 144th Street
- Old Cutler Road at SW 168th Street
- Old Cutler Road at SW 176th Street

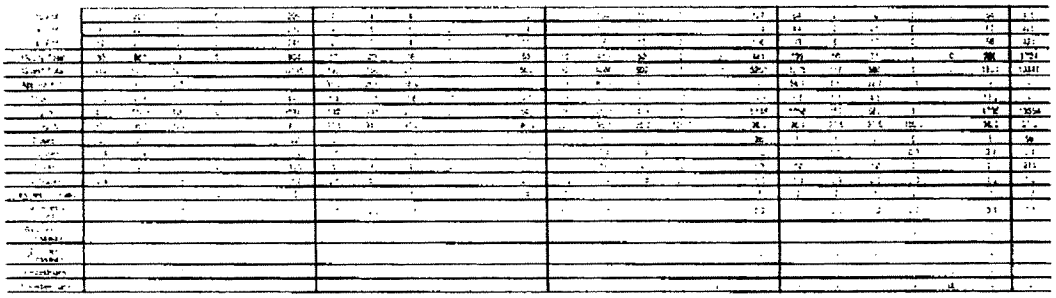
Based on the intersection level of service and roadway network analysis, it was determined that Alternative 3 would result in better operating performance for Old Cutler Road. The predominant type of crashes at the intersections were identified as rear-end, left turn and angle crashes. Safety may be improved due to an expected reduction in these types of crashes associated with a roundabout design. In addition to the base Alternative 3, a turbo lane design was evaluated for the intersection of Old Cutler Road with SW 176th Street. It was shown that the intersection operates slightly better than the existing signalized T-intersection, and that there would be an increase in 44.57% capacity for the northbound through movement.

MARLIN
Marlin Engineering Inc.
1700 NW 66th Avenue, Suite 106
Fort Lauderdale, Florida, United States 33313
P: 954 870 5070 mgonzalez@marlinengineering.com

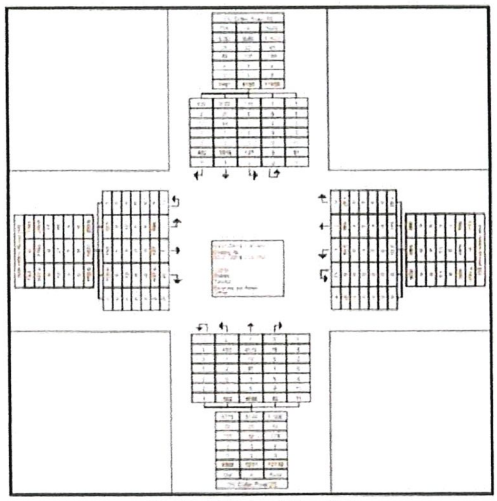
Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
Page No: 1

Turning Movement Data

Start Time	Old Cutler Road Southbound						SW 168th Street Westbound						Old Cutler Road Northbound						SW 168th Street Eastbound						Int. Total
	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	
7:00 AM	4	96	9	2		99	10	3	7	0		20	4	727	11	1	0	743	18	9	16	2	3	45	907
7:15 AM	6	108	5	0		119	16	7	8	0		31	7	832	15	5	0	859	14	9	22	0	0	45	1054
7:30 AM	4	142	12	2		160	7	3	5	0		15	2	778	7	6	0	793	22	8	23	0	0	53	1021
7:45 AM	23	132	3	0		167	9	8	7	0		24	3	731	10	6	0	750	26	8	13	0	0	47	990
Hourly Total	36	478	29	5	0	548	38	21	27	0		86	16	3068	43	18	0	3145	80	34	74	2	3	190	3969
7:00 AM	17	125	7	5		154	6	2	3	0		11	1	752	5	5	0	763	21	4	15	0	1	41	969
7:15 AM	22	121	2	1		146	12	4	3	0		19	2	768	14	2	0	786	22	5	11	0	0	38	989
7:30 AM	14	151	9	0		174	16	5	8	0		27	0	786	23	0	0	809	16	7	12	0	0	35	1045
7:45 AM	14	139	6	1		160	9	1	3	0		13	1	803	12	0	0	816	21	3	13	0	0	37	1026
Hourly Total	67	536	24	7	0	634	43	12	17	0		70	4	3109	54	7	0	3174	80	19	51	0	1	151	4029
8:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:15 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:30 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8:45 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1:00 PM	20	132	3	0		155	8	3	9	0		20	4	747	8	6	0	765	23	3	16	0	2	44	984
1:15 PM	19	118	4	0		141	5	0	4	1		10	8	743	10	0	0	761	25	3	21	0	0	49	961
1:30 PM	13	132	3	0		148	6	3	4	0		13	2	757	14	0	0	773	19	5	22	1	1	48	982
1:45 PM	15	135	4	0		154	5	4	6	0		15	4	732	10	0	0	744	18	6	21	0	3	48	961
Hourly Total	72	517	14	0	0	603	24	10	23	1		58	18	2979	42	6	0	3043	85	17	80	1	6	189	3888
2:00 PM	15	144	3	0		162	6	5	8	2		21	2	753	15	0	0	770	12	1	20	0	2	35	988
2:15 PM	25	193	1	0		219	11	3	14	0		28	1	760	19	0		780	22	3	21	0	1	50	1077
2:30 PM	29	200	4	0		233	8	5	6	0		19	1	729	7	0	0	737	13	2	21	0	0	41	1030
2:45 PM	24	218	5	0		247	3	4	5	1		13	4	774	12	0	0	790	24	4	14	0	3	49	1099
Hourly Total	93	755	13	0	0	861	30	17	33	3		81	10	3016	53	0	0	3077	71	10	76	0	6	163	4182
3:00 PM	24	217	2	0		243	3	1	5	0		9	4	737	17	0	0	758	31	1	14	0	1	47	1057
3:15 PM	27	270	4	0		301	5	0	8	0		13	2	762	16	0	0	780	28	1	20	0	3	52	1146
3:30 PM	18	197	5	2		222	5	1	14	0		20	2	807	20	0		829	33	4	23	0	0	60	1131
3:45 PM	26	231	4	3		264	5	2	8	0		15	1	744	15	0	0	760	45	1	16	0	0	62	1101
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4:00 PM	11	214	1	0		226	7	6	6	0		19	1	720	20	0	0	740	64	3	34	0	0	101	1086
4:15 PM	15	218	1	0		234	3	2	7	0		12	1	720	12	0	0	733	37	2	17	0	0	56	1035
4:30 PM	11	233	1	0		245	5	4	11	0		20	2	734	11	0	0	747	37	1	24	0	0	62	1074
4:45 PM	14	234	2	0		250	3	5	6	0		14	4	713	9	0	1	727	26	1	13	0	0	40	1031
Hourly Total	51	899	5	0	0	955	18	17	30	0		65	8	2887	52	0	1	2947	164	7	88	0	0	259	4226
5:00 PM	13	207	3	0		223	8	2	7	0		17	2	729	13	0	0	744	45	6	19	0	3	73	1057
5:15 PM	11	252	2	0		265	4	5	6	0		15	1	756	27	0		784	52	3	18	0	0	73	1137
5:30 PM	6	193	3	0		202	3	3	8	0		14	3	742	14	0	0	759	77	6	19	0	0	102	1077
5:45 PM	9	211	1	0		221	4	6	2	0		12	1	718	12	0	0	731	70	5	21	0	0	96	1060
Hourly Total	39	863	9	0	0	911	19	16	23	0	0	58	7	2945	66	0	0	3018	244	20	77	0	3	344	4331
6:00 PM	7	226	3	0		236	4	1	5	0		10	1	719	14	0	0	734	58	4	15	0	2	79	1059



MARLIN
Marlin Engineering Inc.
1700 NW 66th Avenue, Suite 106
Fort Lauderdale, Florida, United States 33313
P 954.870.5070 mgonzalez@marlinengineering.com

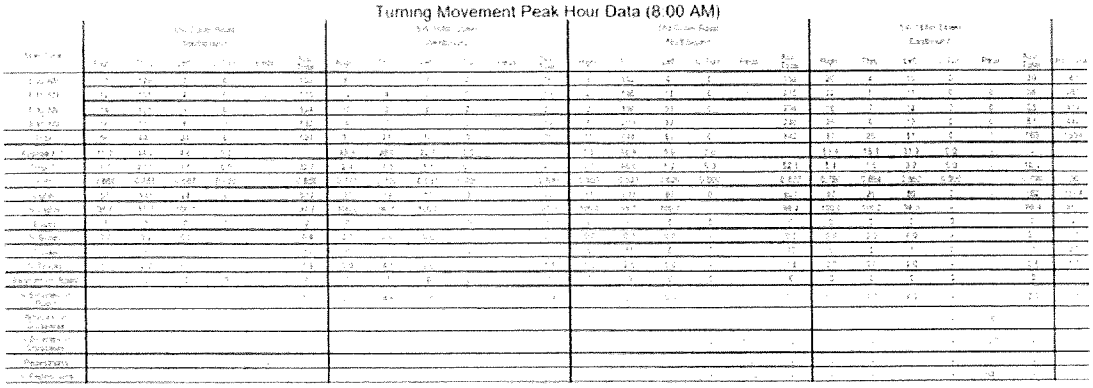


Turning Movement Data Plot

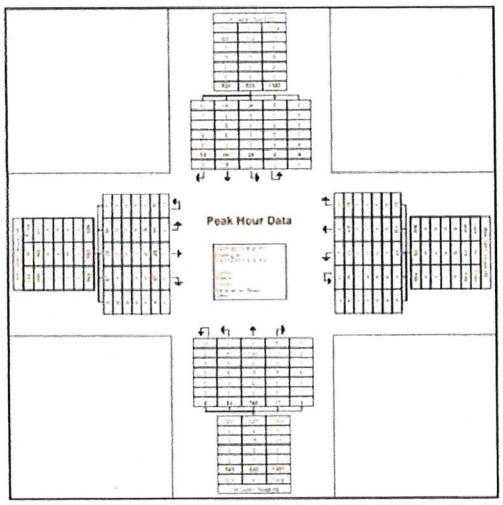
MARLIN
Marlin Engineering Inc.
1700 NW 64th Avenue, Suite 150
Fort Lauderdale, Florida, United States, 33313
P: 954.870.5070 mgonzalez@marlinengineering.com

Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
Page No: 4

Turning Movement Peak Hour Data (8:00 AM)



MARLIN
Marlin Engineering Inc.
1709 NW 66th Avenue, Suite 106
Fort Lauderdale, Florida, United States, 33313
P: 954 870 5070 mgonzalez@marlinengineering.com



Turning Movement Peak Hour Data Plot (8:00 AM)

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Marlin Engineering Inc.
1700 NW 66th Avenue, Suite 108
Fort Lauderdale, Florida, United States 33313
P: 954.870.5070 mgonzalez@marlinengineering.com

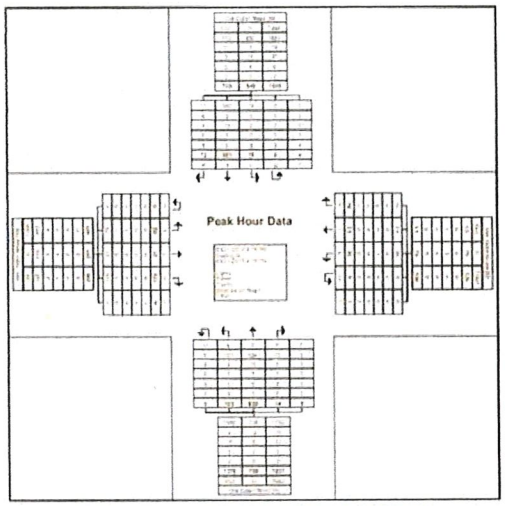
Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
Page No: 6

Turning Movement Peak Hour Data (3:15 PM)

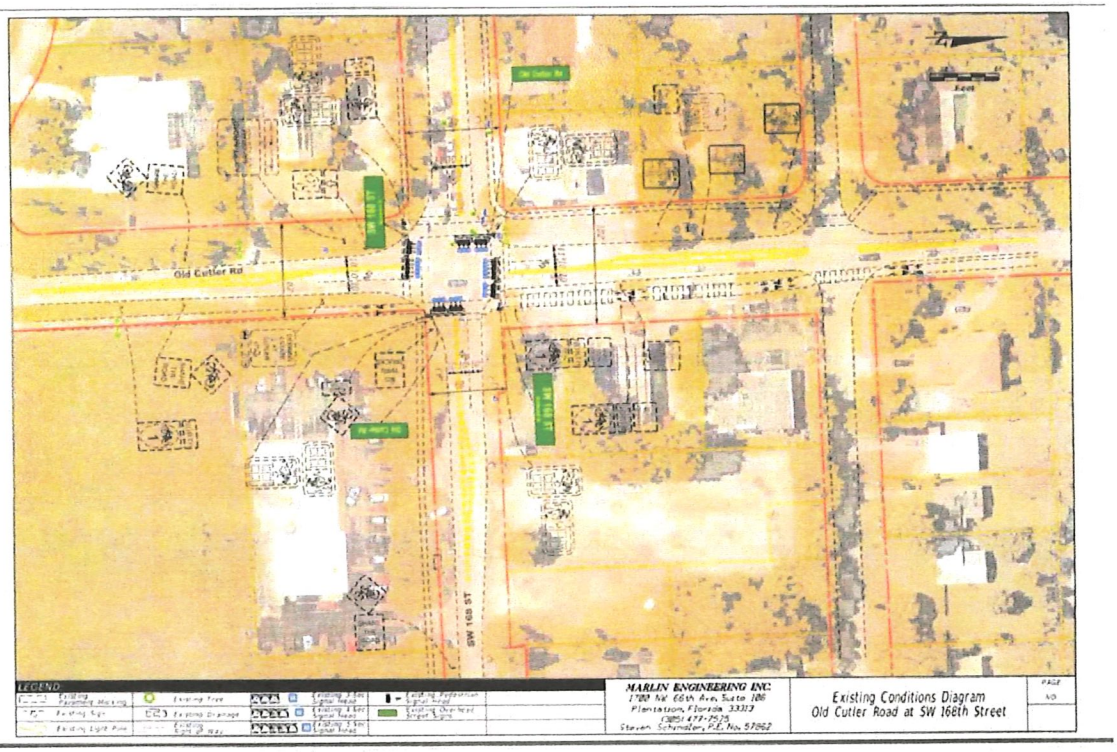
Start Time	Old Cutler Road Southbound						SW 168th Street Westbound						Old Cutler Road Northbound						SW 168th Street Eastbound						Int. Total
	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	
3:15 PM	22	215	8	0		245	2	5	6	2	1	15	4	165	16	0	0	185	33	7	20	5	0	65	509
3:30 PM	19	197	5	0		221	5	7	14	0		26	2	207	24	0	0	233	30	6	20	0	0	56	536
3:45 PM	20	237	5	0		257	3	7	6	0		16	3	144	16	0	0	163	40	3	18	5	0	66	502
4:00 PM	11	214	1	0	0	226	5	6	6	0		17	3	126	19	0	0	148	54	5	24	0	0	83	474
Total	72	863	19	0	0	949	15	25	32	2		74	12	642	103	0	0	757	177	23	82	10	0	292	2046
Approach %	7.6	90.9	2.0	0.0			20.3	33.8	43.2	2.7			1.6	84.8	13.6	0.0	0.0		60.6	7.9	28.1	3.4			
Trucks %	2.8	4.1	0.0	0.0		4.0	0.0	4.0	3.1	0.0		3.4	0.0	10.9	5.8	0.0		10.4	3.4	1.3	4.9	0.0		13.6	
PHF	0.818	0.912	0.667	0.000		0.921	0.600	0.893	0.571	0.250		0.712	0.750	0.777	0.865	0.000		0.798	0.825	0.767	0.864	0.000		0.846	0.948
Lights	70	831	19	0		920	15	25	32	2		74	12	625	101	0		738	170	23	79	10		282	2014
% Lights	98.2	96.3	100.0	-		96.9	92.9	100.0	97.2	100.0		97.4	92.5	97.7	98.1	-		97.5	96.6	100.0	96.3	-		97.3	97.5
Buses	0	0	0	0		0	0	0	0	0		0	0	10	2	0		12	1	0	1	0		2	14
% Buses	0.0	0.0	0.0	-		0.0	0.0	0.0	0.0	0.0		0.0	0.0	1.6	1.9	-		1.6	0.6	0.0	1.2	-		0.7	0.7
Trucks	4	33	0	0		18	2	0	1	0		3	1	7	2	0		10	2	0	3	0		4	27
% Trucks	1.4	3.8	0.0	-		1.9	11.1	0.0	2.8	0.0		3.4	7.7	0.9	1.9	-		0.9	1.1	0.0	2.4	-		1.4	1.3
Bicycles on Road	0	0	0	-		0	0	0	0	0		0	0	0	0	0		0	0	0	0	0		0	0
% Bicycles on Road	0.0	0.0	0.0	-		0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	-		0.0	0.0	0.0	0.0	-		0.0	0.0
Bicycles on Crosswalk																									
% Bicycles on Crosswalk																									
Pedestrians																									
% Pedestrians																									

MARLIN
Marlin Engineering Inc
1760 NW 66th Avenue, Suite 106
Fort Lauderdale, Florida, United States, 33313
P: 954.870.5076 mgonzalez@marlinengineering.com

Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
Page No: 7



Turning Movement Peak Hour Data Plot (3:15 PM)


Old Cutler Rd
SW 168 ST
LEGEND
MARLIN ENGINEERING INC.
1700 NW 65th Ave, Suite 106
Plantation, Florida 33313
(305) 477-7575
Steven Schmaltz, P.E. No. 57862
Existing Conditions Diagram
Old Cutler Road at SW 168th Street
PAGE
NO

Jerry B. Proctor, P.A.

September 19, 2022

Mr. Craig Southern, CFM
Village Planner
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Re: ENL Investments, LLC
Property: 7253 and 7271 SW 168 Street, Palmetto Bay
Folio Nos.: 33-5026-002-0031, 33-5026-002-0021, 33-5026-002-0020, 33-5026-002-0030
ASPR Application No.: ASPR -21-009 (filed September 13, 2021)

Dear Mr. Southern:

Please accept this letter of intent, and accompanying plan drawings, in conjunction with existing Administrative Site Plan Review (ASPR) Application No., 21-009, originally filed and accepted by your Department on September 13, 2021. The undersigned represents ENL Investments, LLC ("Applicant") in this matter.

To supplement the original submittal, I am enclosing multiple sets of the following documents:

1. Revised site plan, prepared by ESA Architects, illustrating 80 proposed hotel rooms, required parking (including a garage structure), and plentiful common space and amenities including a quality restaurant.
2. Property Survey.
3. Floor plans illustrating all levels of development in accordance with comments issued on August 24, 2022.
4. Elevation plans in accordance with comments issued on August 24, 2022.
5. Landscaping plans.
6. Basic civil engineering plans.
7. Grading and drainage (stormwater) plans.
8. Photometric plans.

The plans comply with the following statistical requirements in the underlying B-2 zoning district, and by reference, the R-4H District which governs proposed hotels:

7600 SW 57 AVENUE, SUITE 210, SOUTH MIAMI, FL 33143
786.536.7037 JPROCTOR@PROCTORPA.COM

1. The proposed landscape plans provide the required amount of green space, and quantity and size of trees, and provide plentiful screening to adjacent residential areas, in accordance with Section 30-50.14(c)(3) and (4).
2. The screening and buffering elements insure compatibility with surrounding uses, in accordance with Section 30-50.14(c)(5).
3. Vehicular impact along the north (SW 167 Street) property line is limited to egress only, to reduce impact on the surrounding community.
4. A 6-foot high CBS wall is proposed along the north property line and along the portion of the east property line that abuts residential development.
5. The development does not exceed a lot coverage of 0.40, in accordance with Section 30-50.14(f).
6. All structures comply with building setbacks stipulated in Section 30-50.14(f), including the 63 degree side setbacks stipulated in Section 30-50.14(f)(1)(c).
7. The overall building height of 70 feet complies with Section 30-50.149(g).
8. Floor Area Ratio – 1.48 in compliance with Section 30-50.14(h)
9. Minimum hotel unit counts for accessory commercial uses in Section 30-50.14(o) do not apply because, because the underlying Property is zoned B-2 and the proposed restaurant is a permitted use in the B-2 District,

In addition to these submittals, please consider the following information:

1. Pursuant to Section 30-30.5, the site plan provides a revised parking "legend" in accordance with the Village's initial review report, dated September 27, 2021.
2. Pursuant to Section 30-30.2(k), the Applicant will seek, all required permits prior to construction, including the following permits referenced by other government agencies:
    a. Miami-Dade County Division of Environmental Resources Management (DERM) - Review and approval of development plans.
    b. Miami-Dade County Water and Sewer Department – Review and approval of Water and Sewer Agreement, and utility development plans.
    c. Miami-Dade County Fire Department – Review and approval of development plans.
    d. Miami-Dade County – Assessment and satisfaction of applicable impact fees.
    e. Miami-Dade County – Any required business licenses.
3. Prior to permit issuance, the Applicant will address any relevant Village inquiries regarding traffic and safety, including:
    a. Site circulation.
    b. Visual clearances or obstructions.
    c. Angle and location of driveways.
    d. Elevation of driveways.

e. Compliance with the Transportation Element of the Village's Comprehensive Plan.

We believe that the Applicant's Property of over one (1) acre in size, with access on SW 168 Street, offers the only practical size and location for a hotel facility in this area that is currently under intensive study by the Village. This proposal:

1. Proposes a use (hotel) that is permitted by right in the Land Development Code and the Future Land Use Element of the Comprehensive Plan.
2. Proposes a use that will provide high quality services, services that will bring visitors to the Village, and provide commercial services (restaurant) to the residents of and visitors to the Village. The use would implement visionary planning and result in quality services in accordance with Goal 1 of the Future Land Use Element.
3. Proposes a hotel at the gateway (SW 168 Street) to the Deering Estate, a destination in South Miami-Dade County and a focal point for outdoor activities in Palmetto Bay. The Property is also located in close proximity to Thalatta Estate, which is another local destination where visitors sometimes need temporary lodging.

Thank you for your consideration.

Sincerely,

Jerry B. Proctor, P.A.
Jerry B. Proctor
President

Gmail

Jerry B. Proctor <jproctor@proctorpa.com>

Old Cutler Hotel Application

Heidi Siegel <hsiegel@palmettobay-fl.gov> Mon, Oct 3, 2022 at 6:47 PM
To: "e_haas@bellsouth.net" <e_haas@bellsouth.net>
Cc: John Dellagloria <jdellagloria@palmettobay-fl.gov>, Nick Marano <nmarano@palmettobay-fl.gov>, Craig Southern <csouthern@palmettobay-fl.gov>, "Jerry B. Proctor" <jproctor@proctorpa.com>

Good evening,

This email is to inform you that at the September 19, 2022 Local Planning Agency meeting, the Village Council passed on first reading a Land Development Code amendment that prohibits a hotel. Section 30-30.7(e) "Zoning in progress, hold on permits or certificate of uses" of the Land Development Code states: *"When an amendment to Chapter 30 or a rezoning of a parcel of land has been approved on first reading by the village council, no development application pending before the village with respect to the area or text which is the subject of the proposed amendment shall be approved unless the development application would be in conformity with both the existing legislation and the proposed legislation for a period of six months from the date of the approval on first reading by the village council. This period may be extended one time for an additional three months by resolution of the village council".*

Due to your application being incomplete as of September 19, 2022 it will not be reviewed further at this time.

In addition to numerous items missing from the previous insufficiency letter provided to you, the Village requires, pursuant to Code Section 30-30.2(d), sign off from various agencies including Miami-Dade County DERM, County public works (water, sewer, roads), County fire department, and other outside agencies.

While you indirectly referenced Section 28-1 of the Code of Ordinance in your response letter on September 19, 2022, this section does not apply. Pursuant to the Letter of Intent, this project has been submitted as an administrative site plan and Section 28-1 applies to applications that will be presented "to the council". Furthermore, the reference made to the May 2019 Old Cutler Road traffic study is irrelevant. The 2019 traffic study does not address the proposed project or impacts/volumes at the subject property.

Sincerely,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

VILLAGE OF PALMETTO BAY
NOTICE OF LOCAL PLANNING AGENCY MEETING

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay shall conduct a Local Planning Agency Meeting on **Monday, September 19, 2022, at 7:00**. The Local Planning Agency Meeting shall be held at Village Hall, 9705 East Hibiscus Street, Council Chambers, Palmetto Bay, Florida. Discussion and public input will be welcomed concerning the following Ordinances requiring a First Reading:

- AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY, RELATING TO LAND DEVELOPMENT AND ZONING; AMENDING THE LAND DEVELOPMENT CODE, STYLED "ZONING," AT ARTICLE II, "VILLAGE OF PALMETTO BAY, FLORIDA - LAND DEVELOPMENT CODE; AMENDING DIVISION 30-40, "DEFINITIONS" AND DIVISION 30-50 "ZONING DISTRICTS" TO CREATE AND ADD SECTION 30-50.24. "OC, OLD CUTLER NEIGHBORHOOD COMMERCIAL DISTRICT"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
- AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY; AMENDING THE ZONING MAP, REFERRED TO IN SECTION 30-10.5, TO CHANGE THE ZONING DESIGNATION OF CERTAIN PARCELS FROM "B-2, BUSINESS DISTRICT" AND "R-5, OFFICE DISTRICT" TO "OC, OLD CUTLER NEIGHBORHOOD COMMERCIAL DISTRICT" AS PER ATTACHMENT "A"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.
- AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY, RELATING TO LAND DEVELOPMENT AND ZONING; AMENDING THE LAND DEVELOPMENT CODE, STLYED "ZONING," AT ARTICLE II, "VILLAGE OF PALMETTO BAY, FLORIDA - LAND DEVELOPMENT CODE," AMENDING DIVISION 30-50 "ZONING DISTRICTS" SECTION 30-50.1, "DISTRICTS AND GENERAL PROVISIONS"; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

All persons are invited to appear and be heard. The documents pertaining to this Hearing may be inspected at the Department of Planning & Zoning at Village Hall, 9705 East Hibiscus Street, Palmetto Bay, Florida, during regular working hours. Any meeting may be opened and continued, and, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall for more information.

This meeting will be conducted using a teleconferencing platform and broadcast live. **Members of the public may attend the meeting at the physical meeting location and/or watch the virtual meeting via the Village's official Facebook page and/or our Granicus web stream on www.palmettobay-fl.gov.**

For persons wishing to participate virtually and provide public comment, please refer to the options described below:

Public comments forum (Option 1): Prior to the meeting, the public can submit a web form available at this address: **https://www.palmettobay-fl.gov/formcenter/public-comments-form-10/public-comments-form-52. Form submissions received prior to the meeting will be read before the item is heard. Form submissions received after 5:00 p.m. will remain part of the record.**

Public comments forum (Option 2): Public attendees wishing to provide real-time, audible public comments during the meeting may do so using GoToWebinar's desktop, laptop, tablet, or smartphone app. Once registered, attendees will receive GTW session information and call-in telephone numbers for those wishing to use a telephone. Telephone attendees may not participate in public comment as the system has no way to mute or unmute. Attendees wishing to speak during public comment time must use the GoToWebinar application on their desktop, laptop, or smart device. Attendees may not use a webcam whatsoever. In lieu if no availability to participate through the webinar, please submit your public comment using the web form as described above.

Please register to attend the session as follows:

https://attendee.gotowebinar.com/register/1555809378325136910

After registering, you will receive a confirmation email containing information about joining the webinar.

Pursuant to Section 286.0105, F.S., if any person decides to appeal any decision by the Village Council with regard to this or any matter, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than seven (7) days prior to the proceedings.

www.palmettobay-fl.gov

The 2022 Florida Statutes

166.041 Procedures for adoption of ordinances and resolutions.—

(1) As used in this section, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:

(a) "Ordinance" means an official legislative action of a governing body, which action is a regulation of a general and permanent nature and enforceable as a local law.

(b) "Resolution" means an expression of a governing body concerning matters of administration, an expression of a temporary character, or a provision for the disposition of a particular item of the administrative business of the governing body.

(2) Each ordinance or resolution shall be introduced in writing and shall embrace but one subject and matters properly connected therewith. The subject shall be clearly stated in the title. No ordinance shall be revised or amended by reference to its title only. Ordinances to revise or amend shall set out in full the revised or amended act or section or subsection or paragraph of a section or subsection.

(3)(a) Except as provided in paragraph (c), a proposed ordinance may be read by title, or in full, on at least 2 separate days and shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality. The notice of proposed enactment shall state the date, time, and place of the meeting; the title or titles of proposed ordinances; and the place or places within the municipality where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

(b) The governing body of a municipality may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of paragraph (a) of this subsection. However, no emergency ordinance or resolution shall be enacted which establishes or amends the actual zoning map designation of a parcel or parcels of land or that changes the actual list of permitted, conditional, or prohibited uses within a zoning category. Emergency enactment procedures for land use plans adopted pursuant to part II of chapter 163 shall be pursuant to that part.

(c) Ordinances initiated by other than the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to paragraph (a). Ordinances that change the actual list of permitted, conditional, or prohibited uses within a zoning category, or ordinances initiated by the municipality that change the actual zoning map designation of a parcel or parcels of land shall be enacted pursuant to the following procedure:

1. In cases in which the proposed ordinance changes the actual zoning map designation for a parcel or parcels of land involving less than 10 contiguous acres, the governing body shall direct the clerk of the governing body to notify by mail each real property owner whose land the municipality will redesignate by enactment of the ordinance and whose address is known by reference to the latest ad valorem tax records. The notice shall state the substance of the proposed ordinance as it affects that property owner and shall set a time and place for one or more public hearings on such ordinance. Such notice shall be given at least 30 days prior to the date set for the public hearing, and a copy of the notice shall be kept available for public inspection during the regular business hours of the office of the clerk of the governing body. The governing body shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance.

2. In cases in which the proposed ordinance changes the actual list of permitted, conditional, or prohibited uses within a zoning category, or changes the actual zoning map designation of a parcel or parcels of land involving 10 contiguous acres or more, the governing body shall provide for public notice and hearings as follows:

a. The local governing body shall hold two advertised public hearings on the proposed ordinance. At least one hearing shall be held after 5 p.m. on a weekday, unless the local governing body, by a majority plus one vote, elects to conduct that hearing at another time of day. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing.

b. If published in the print edition of a newspaper, the required advertisements shall be no less than 2 columns wide by 10 inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be placed in a newspaper in the municipality and of general interest and readership in the municipality pursuant to chapter 50. It is the legislative intent that, whenever possible, the advertisement appear in a newspaper that is published at least weekly unless the only newspaper in the municipality is published less than weekly. The advertisement shall be in substantially the following form:

NOTICE OF (TYPE OF) CHANGE

The _(name of local governmental unit)_ proposes to adopt the following ordinance: _(title of the ordinance)_.
A public hearing on the ordinance will be held on _(date and time)_ at _(meeting place)_.

Except for amendments which change the actual list of permitted, conditional, or prohibited uses within a zoning category, the advertisement shall contain a geographic location map which clearly indicates the area covered by the proposed ordinance. The map shall include major street

names as a means of identification of the general area. If published in the print edition of the newspaper, the map must also be part of any online notice made pursuant to s. 50.0211.

c. In lieu of publishing the advertisement set out in this paragraph, the municipality may mail a notice to each person owning real property within the area covered by the ordinance. Such notice shall clearly explain the proposed ordinance and shall notify the person of the time, place, and location of any public hearing on the proposed ordinance.

(4) A majority of the members of the governing body shall constitute a quorum. An affirmative vote of a majority of a quorum present is necessary to enact any ordinance or adopt any resolution; except that two-thirds of the membership of the board is required to enact an emergency ordinance. On final passage, the vote of each member of the governing body voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the governing body shall become effective 10 days after passage or as otherwise provided therein.

(5) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the clerk of the governing body.

(6) The procedure as set forth herein shall constitute a uniform method for the adoption and enactment of municipal ordinances and resolutions and shall be taken as cumulative to other methods now provided by law for adoption and enactment of municipal ordinances and resolutions. By future ordinance or charter amendment, a municipality may specify additional requirements for the adoption or enactment of ordinances or resolutions or prescribe procedures in greater detail than contained herein. However, a municipality shall not have the power or authority to lessen or reduce the requirements of this section or other requirements as provided by general law.

(7) Five years after the adoption of any ordinance or resolution adopted after the effective date of this act, no cause of action shall be commenced as to the validity of an ordinance or resolution based on the failure to strictly adhere to the provisions contained in this section. After 5 years, substantial compliance with the provisions contained in this section shall be a defense to an action to invalidate an ordinance or resolution for failure to comply with the provisions contained in this section. Without limitation, the common law doctrines of laches and waiver are valid defenses to any action challenging the validity of an ordinance or resolution based on failure to strictly adhere to the provisions contained in this section. Standing to initiate a challenge to the adoption of an ordinance or resolution based on a failure to strictly adhere to the provisions contained in this section shall be limited to a person who was entitled to actual or constructive notice at the time the ordinance or resolution was adopted. Nothing herein shall be construed to affect the standing requirements under part II of chapter 163.

(8) The notice procedures required by this section are established as minimum notice procedures.

History.—s. 1, ch. 73-129; s. 2, ch. 76-155; s. 2, ch. 77-331; s. 1, ch. 83-240; s. 1, ch. 83-301; s. 2, ch. 95-198; s. 5, ch. 95-310; s. 5, ch. 2012-212; s. 15, ch. 2021-17.

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Select Year: 2022 Go

The 2022 Florida Statutes

163.3174 Local planning agency.—

(1) The governing body of each local government, individually or in combination as provided in s. 163.3171, shall designate and by ordinance establish a "local planning agency," unless the agency is otherwise established by law. Notwithstanding any special act to the contrary, all local planning agencies or equivalent agencies that first review rezoning and comprehensive plan amendments in each municipality and county shall include a representative of the school district appointed by the school board as a nonvoting member of the local planning agency or equivalent agency to attend those meetings at which the agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. However, this subsection does not prevent the governing body of the local government from granting voting status to the school board member. The governing body may designate itself as the local planning agency pursuant to this subsection with the addition of a nonvoting school board representative. All local planning agencies shall provide opportunities for involvement by applicable community college boards, which may be accomplished by formal representation, membership on technical advisory committees, or other appropriate means. The local planning agency shall prepare the comprehensive plan or plan amendment after hearings to be held after public notice and shall make recommendations to the governing body regarding the adoption or amendment of the plan. The agency may be a local planning commission, the planning department of the local government, or other instrumentality, including a countywide planning entity established by special act or a council of local government officials created pursuant to s. 163.02, provided the composition of the council is fairly representative of all the governing bodies in the county or planning area; however:

(a) If a joint planning entity is in existence on the effective date of this act which authorizes the governing bodies to adopt and enforce a land use plan effective throughout the joint planning area, that entity shall be the agency for those local governments until such time as the authority of the joint planning entity is modified by law.

(b) In the case of chartered counties, the planning responsibility between the county and the several municipalities therein shall be as stipulated in the charter.

(2) Nothing in this act shall prevent the governing body of a local government that participates in creating a local planning agency serving two or more jurisdictions from continuing or creating its own local planning agency. Any such governing body which continues or creates its own local planning agency may designate which local planning agency functions, powers, and duties will be performed by each such local planning agency.

(3) The governing body or bodies shall appropriate funds for salaries, fees, and expenses necessary in the conduct of the work of the local planning agency and shall also establish a schedule of fees to be charged by the agency. To accomplish the purposes and activities authorized by this act, the local planning agency, with the approval of the governing body or bodies and in accord with the fiscal practices thereof, may expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; however, acceptance of loans must be approved by the governing bodies involved.

(4) The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of the plan or plan amendment and prior to any recommendation to the governing body, the local planning agency shall hold at least one public hearing, with public notice, on the proposed plan or plan amendment. The governing body in cooperation with the local planning agency may designate any agency, committee, department, or person to prepare the comprehensive plan or plan amendment, but final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

(b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required, including the periodic evaluation and appraisal of the comprehensive plan required by s. 163.3191.

(c) Review proposed land development regulations, land development codes, or amendments thereto, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof, when the local planning agency is serving as the land development regulation commission or the local government requires review by both the local planning agency and the land development regulation commission.

(d) Perform any other functions, duties, and responsibilities assigned to it by the governing body or by general or special law.

(5) All meetings of the local planning agency shall be public meetings, and agency records shall be public records.

History.—s. 6, ch. 75-257; s. 1, ch. 77-223; s. 5, ch. 85-55; s. 2, ch. 92-129; s. 9, ch. 95-310; s. 9, ch. 95-341; s. 1, ch. 2002-296; s. 10, ch. 2011-139; s. 2, ch. 2012-99.

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No. 81-499
District Court of Appeal of Florida, Second District

City of Sanibel v. Buntrock

409 So. 2d 1073 (Fla. Dist. Ct. App. 1982)
Decided Feb 8, 1982

No. 81-499.

December 30, 1981. Rehearing Denied February 8, 1982.

Appeal from the Circuit Court, Lee County, R. 1074 Wallace Pack, J. *1074

Neal D. Bowen, Sanibel, for appellants.

Robert L. Donald of Pavese, Shields, Garner, Haverfield, Kluttz Cottrell, Cape Coral, for appellees.

PER CURIAM.

In this appeal we hold that a municipality must enact an ordinance declaring a building moratorium with the same formality required for an ordinance which rezones property.

The City of Sanibel has adopted a comprehensive land use plan which includes all of the traditional aspects of municipal zoning. Appellees Charles and Joyce Blakely owned land within the city which has a permitted use of restricted commercial. They contracted to sell their property to appellee Robert S. Buntrock contingent upon his obtaining the appropriate permits for the development of an office complex. In the meantime, the city enacted an ordinance placing a one year moratorium on the issuance of permits and approvals for commercial development. Except for the moratorium, Buntrock was in a position to obtain the requisite permits for the proposed complex. When the city refused to issue him a permit, he filed suit attacking the validity of the moratorium ordinance. Ultimately the court declared the ordinance invalid and directed the city to process Buntrock's application.

The basis for the court's ruling was that the city had not enacted the moratorium ordinance pursuant to the notice and hearing requirements of section 166.041(3)(c)1., Florida Statutes (1979),[1] that are applicable to ordinances "which rezone private real property."[2] The city concedes that it did not follow the procedure outlined in the statute but argues that it was unnecessary to do so because the moratorium ordinance did not constitute rezoning.[3]

1 Section 166.041(3)(c)1. applies to ordinances affecting less than 5% of the total land area of a city which was the case here.

2 In adopting the ordinance in question, the city followed section 166.041(3)(a), Florida Statutes (1979), which prescribes the ordinary method for enacting ordinances. However, this section specifically excepts "rezoning" ordinances which must be enacted according to the procedure prescribed in section 166.041(3)(c). Section 166.041(3)(b) authorizes the adoption of emergency ordinances but stipulates that a municipality cannot use an emergency ordinance to amend a land use plan or rezone private real property.

3 At one point in its brief, Sanibel contends that because it accomplishes its land use control through the vehicle of a comprehensive land use plan adopted

> under the authority of the Local Government Comprehensive Planning Act of 1975, section 166.041(3)(c) has no continuing efficacy in the City of Sanibel. It points to section 163.3211, Florida Statutes (1979), which provides that if the Act is in conflict with other laws relating to local governments having authority to regulate the development of land, its provisions "shall govern unless the provisions of this act are met or exceeded by other provision or provisions of law relating to local government." Significantly, however, Sanibel overlooks the fact that the procedure to be followed in amending a land use plan involving less than 5% of the total land area is the same as that set forth in section 166.041(3)(c)1. for rezoning. §§ 163.3187, .3184(7)(b), Fla. Stat. (1979).

A number of jurisdictions have decided this issue. Some states have held that a moratorium on the issuance of building permits pending zoning or rezoning may be accomplished without following the formalities required when the actual zoning or rezoning takes place. *CEEED v. California Coastal Zone Conservation Commission,* 43 Cal.App.3d 306, 118 Cal.Rptr. 315 (1974); *A. Copeland Enterprises, Inc. v. City of New Orleans,* 372 So.2d 764 (La. App. 1979); *City of Dallas v. Crownrich,* 506 S.W.2d 654 (Tex.Civ.App. 1974). Other courts, however, have struck down similar moratoria because they were not adopted with the same formality required of zoning or rezoning ordinances. *State ex rel. Brodie v. Powers,* 168 Conn. 147, 362 A.2d 884 (1975); *Lancaster*
1075 *Development, Ltd. v. Village of River Forest,* *1075 84 Ill. App.2d 395, 228 N.E.2d 526 (1967); *State ex rel. Kramer v. Schwartz,* 336 Mo. 932, 82 S.W.2d 63 (1935); *State ex rel. Christian, Spring, Sielbach Associates v. Miller,* 169 Mont. 242, 545 P.2d 660 (1976); *State ex rel. Fairmount Center Co. v. Arnold,* 138 Ohio St. 259, 34 N.E.2d 777 (1941).

No Florida court has precisely answered the question, but two decisions suggest an inclination toward the latter view. In *City of Miami Beach v. State ex rel. Fontainebleau Hotel Corp.,* 108 So.2d 614 (Fla. 3d DCA), *cert. denied,* 111 So.2d 437 (Fla. 1959), the city refused to issue a building permit for an addition to the Fontainebleau Hotel because of the enactment of an emergency amendment to the building code establishing certain height restrictions. The owners of the hotel contended that the ordinance was a zoning ordinance which the city could pass only after notice and a public hearing, neither of which had been accomplished with respect to the emergency amendment. The court agreed and declared the ordinance invalid for failure of the city to comply with the notice and hearing provisions of the zoning enabling act.

In *Ellison v. City of Fort Lauderdale,* 183 So.2d 193 (Fla. 1966), the city had enacted an ordinance without public notice or hearing which prohibited the keeping of horses on land zoned R-O. An owner of land within the zone who had been convicted of violating the ordinance attacked the validity of its enactment. The lower appellate court upheld the trial court's finding that the challenged ordinance was not a zoning ordinance but rather "an exercise of the City's general police power relating to health, morals and general welfare." *Id.* at 194. In reversing the conviction, the supreme court said:

> Clearly the restriction imposed by the ordinance in question is a use regulation.

It is true that zoning power is justified only as an exercise of the general police power but this will not permit a municipality to evade the protections thrown about the citizen's use of his property by the legislative limitations imposed on the zoning power by the device of labeling a zoning act a mere exercise of police power. Specific grants by the legislature always limit general grants. The specific grant of zoning power is conditioned by the provision for notice and public hearing. Since the City Commission did not comply with the notice and public hearing provisions, the ordinance under which the petitioner was arrested and convicted was invalid.

183 So.2d at 195.

Neither of these cases involved building moratoria. Yet the implication is clear. If an ordinance substantially affects land use, it must be enacted under the procedures which govern zoning and rezoning. To entirely prohibit a person from building upon his property even temporarily is a substantial restriction upon land use. Consequently, it is not too much to ask that a municipality follow the same procedures with respect to notice and hearing before it puts such a moratorium into effect.

AFFIRMED.

SCHEB, C.J., and HOBSON and GRIMES, JJ., concur.

casetext

Village of Palmetto Bay, Florida
Planning and Zoning Department

Date:	September 27, 2021
Subject:	Sufficiency Review
Application:	**ASPR-21-009**
Applicants:	**Eric Haas/ ENL Investments LLC**
	eric@sportsgrillmiami.com
Project Site:	7406 SW 168th Street | Hotel- Restaurant
Folios:	33-5026-002-0031/ 33-5026-002-0021/ 33-5026-002-0020/ 33-5026-002-0030
Zoning District:	B2(Business Special District 2)
From:	Maria Pineda | CED Director

The following is a summary of sufficiency requirements for the Administrative Site Plan Application **ASPR-21-009** received by the Village of Palmetto Bay Planning and Zoning Division on Monday September 13th, 2021. Once the application is determined to be complete, it will be reviewed in accordance with the applicable provisions of Chapter 30.

SUFFICIENCY

Pursuant to Section 30-30.2(e), General Application Requirements, Review for completeness. the Village shall determine whether the application is complete (accepted) or deficient (rejected) within 15 business days. The village shall notify the applicant in writing of his/her determination and shall provide written findings as to any deficiencies. The Village shall not be required to take further action on the application until the deficiencies are remedied. Once the application is determined to be complete, it shall be reviewed in accordance with the applicable provisions of Chapter 30. Every modification to the application shall require an additional completeness determination which may delay processing, review, or action on the application. The criteria for application sufficiency are listed below:

REQUIRED: *per § 30-30.2(d)*		**STATUS**
1.	All applications shall include the following documents:	
1.a	Original executed application signed by the applicant and by the property owner, plus two copies of all necessary supportive construction drawings and documents.	Partially Provided, missing letter of intent
1.b	Location map including geographic coordinates at a scale not less than 1" = 1,000'	Partially Provided Please provide a scale for the Location Map |A-1

REQUIRED: *per § 30-30.2(d)*		STATUS
1.c	Identification of applicable key persons, including, owner(s); owner's authorized agent(s); contracted buyer for owner's property; architects, engineers, landscape architects; and/or any other representative(s) or professional(s) involved in the application, if any.	Partially Provided Please provide the Project Engineer Information with contact information for all Project Team personnel, including addresses, telephone numbers and email addresses on the Cover Sheet
2	A verified statement disclosing the name of each person having a legal or equitable ownership interest in the subject property. If the owner is a private corporation, or partnership trust, the name of each person holding an interest and percentage of interest in the entity shall be disclosed. If the owner is a publicly held corporation, the stock of which is traded on a nationally recognized stock exchange, the names and addresses of the corporation and principal executive officers shall be disclosed, together with the names of any stockholder owning ten percent or more of the stock.	Provided
3	The application shall be executed and sworn to by the owner(s) the property, or by the tenant(s) with the owner(s) sworn consent.	Provided
4	A survey that is no more than one year old, which accurately depicts site conditions, at a scale of not less than one inch equals 30 feet (1" = 30'), certified by a state registered land surveyor. If a notarized affidavit of no change is provided, the survey may be older than one year, but no more than three years' old.	Not Provided
5	Sealed elevation plans showing all four elevations (north, south, east, and west), and shall include heights, distances, and dimensions of existing and proposed new building conditions.	Not Provided
6	Sealed floor plans of all existing buildings (cross-hatched), and proposed additions. Revisions shall be "clouded."	Not Provided
7	The site plan shall include the information as required by section 30-30.5 and shall include a detailed parking legend. The legend will include a table showing all uses currently established at the location and shall provide a parking breakdown indicating the number of spaces required for each business, based on the indicated uses. For new uses the number of parking spaces and calculation shall be based upon section 30-70.8. For existing uses the calculation shall be based upon the original development parking ratio that was established at the time of original construction. Parking legend shall be signed and sealed by architect of record and by Village of Palmetto Bay Planning and Zoning Director.	Partially Provided
8	Copies of all prior approved variances, comments, declaration of restrictions, development orders and/or zoning resolutions applicable to the site.	N/A
9	Copies of all permits required by other agencies to be obtained within the time required under subsection 30-30.2(k).	Not Provided
10	Legal description.	Not Provided
11	Other information as required by the village as may be necessary to determine conformance with and enforcement of the requirements of Chapter 30.	Grading/ Stormwater Plans; Basic Civil Plan and a Proposed Construction Timetable Required, Not provided
12	Proof of land ownership of property by warranty deed or another instrument.	Provided

REQUIRED: *per § 30-30.2(d)*		STATUS
13	The Village may require a property owner to file supporting legal instruments as outlined below:	
13.a	Restrictive covenant. A restrictive covenant shall mean a binding document executed by the property owner that runs with the land and recorded in the public records. The restrictive covenant shall address specific conditions, concerns, easements, maintenance requirements, or other legal conditions on the use and/or maintenance of the property and shall specifically provide an enforceable encumbrance on the use of the land.	N/A
13.b	Unity of title. A unity of title, or other similar agreement or covenant, shall be required to be submitted on a form approved for legal sufficiency by the village attorney, which shall run with the land and be binding upon the heirs, successors, personal representatives, assigns, and upon all mortgagees or lessees and others having any interest in the property. No permits shall be issued until the covenant/unity of title is recorded.	N/A
13.c	Maintenance of common areas and facilities. A homeowners' association, master association or similar type of association, shall be created for the entire development (total property), which shall provide for the maintenance of all common areas, roadways, cross-easements, and other amenities common to the entire parcel of land. This does not preclude individual associations for each phase of development of a project to maintain buildings and other common areas provided however these associations, or the members thereof, are later made members of the master association. Alternatively, the property owner shall execute and record in the public records a covenant running with the land for the entire property providing for the maintenance of all common areas, roadways, cross-easements, and other amenities common to the entire parcel of land.	N/A
13.d	Reciprocal rights or cross-easements (declaration of restrictions in lieu of unity of title). Recordable documents may be required to establish reciprocal rights or covenants for cross-easements in order to effectively provided for and maintain infrastructure. These cross-easements include water and sewer line, common parking area, street, driveway, entrance, exit, and other similar improvements provided for the common benefit. A declaration of restrictive covenants shall be approved for legal form and sufficiency by the village attorney, which declaration shall run with the land and be binding upon the heirs, successors, personal representatives, assigns, all mortgagees, lessees, and others having any interest in the property.	Not Provided

The following corrections and/or additional documentation are necessary to comply with Chapter 30, Land Development Regulations, of the Code of Ordinances of the Village of Palmetto Bay, Florida before staff can proceed with the approval process for the project.

Planning & Zoning

1. Please submit a brief "Letter of Intent" about the proposed development project.

2. Please submit a Cover Sheet for the submitted plans. Provide a Sheet Index, a Location/Vicinity Map with geographic coordinates at a scale not less than 1″ = 1,000′, a General Symbols Legend with Abbreviations, the Project Team information (Owner, Architect, Engineer, etc.), the project number **ASPR-21-009** in the title block and a please add Flood Zone, Legal Descriptions to the Project Tabular Summary pursuant to Section 30-30.50.17.

3. Please submit a recent signed, sealed and dated survey for the existing two (2) lots that is no more than one year old, which accurately depict the current site conditions, at a scale of not less than one inch equals 30 feet (1″ = 30′), certified by a state registered land surveyor. If a notarized affidavit of no change is provided, the survey may be older than one year, but no more than three years' old pursuant to Section 30-50.17.

4. Please provide a Site Plan Sheet SP-1 provide an overall detailed design diagram for the entire subject property indicating all the property boundaries of the 1.06 net acres and all proposed improvements. The Site Plan Sheet SP-1 needs to have the project number **ASPR-21-009** within the title block, clearly identify the Village Right-of-Way with accurate dimensions, all easements whether by plat or separate instrument, all utilities and their providers, manholes, fire-hydrants, catch basins, curbs (drawn with double lines) etc., label the zoning districts for the adjacent properties, label the existing interior and proposed square footage of each proposed structure within the illustrated footprint, label the proposed Finished Floor Elevation (FFE) in NAVD88 for each proposed structure. Provide the proposed pervious and impervious/open space calculations in square footage and percentages. Provide the Floor Area Ratio (FAR) calculations as required for B2 zone. Indicate and accurately dimension all setbacks, buffer yards, driveways, access ways, wall buffer requirements, approaches, pedestrian and ADA access aisles, dumpster enclosures, bicycle racks, parking spaces, landscaped parking islands, etc. pursuant to Section 30-50.17. Please revise the Project Tabular Summary and indicate the required and provided number of regular and ADA handicapped parking spaces and the paved material type, pursuant to Division 30-70 Parking and Loading Standards.

5. Within the Sheet SP-1 Site Plan and all other applicable sheets please accurately locate, dimension and detail the proposed dumpster enclosures, provide a detail that indicates the specific container size and details the proposed dumpster enclosures and how they will be adequately screened and accessible pursuant to Section 30-60.7(f) and Section 30-100.1(d)(3)(j)

6. Separate from Sheet SP-1 Site Plan and the Floor Plan sheets submitted please provide a basic Civil Plan sheet that illustrates the existing and proposed infrastructure, primarily the existing wastewater and water systems pursuant to Section 30-30.5(a)(2)

7. Please provide a Grading and Drainage (Stormwater) Plan pursuant to Section 30.30.2(n); Section 30-30.5(a)(2)and(b)(2); Section 30-30.5(g)(2) and Section 30-30.5(m)(t)and(x)

8. Please revise the submitted Elevation Plans and clearly indicate each proposed floor and indicate the cardinal directions of all of the newly proposed structure and provide the proposed finished grade, building height, and Finished Floor Elevations (FFE) for all of the newly proposed structures in NAVD88 elevations pursuant to Section 30-30.5(n)and(o)

9. Please submit a Photometric Plan to indicate the location of any proposed exterior lighting and that it will not exceed the maximum illumination permitted pursuant to Section 30-60.6 Please indicate that all parking area lighting will maintain the minimum requirements pursuant to Section 30-70.5(g).

General Instructions

1. Please revise and submit the requested corrections and/or documentation for the Administrative Site Plan Application **ASPR-21-009** to the Planning and Zoning Department. When submitting revisions, please insert all revised sheets into each set of original plans. When replacing a page, please mark the old sheet "VOID – save for reference only" in RED on the old sheet and place it behind the new sheet.
2. All changes to the original drawings and/or addendums shall be clouded and dated on the Site Plan sheet.
3. The full Village of Palmetto Bay Code of Ordinances is available online at: | Code of Ordinances | Palmetto Bay, FL | Municode Library

Pursuant to Section 30-30.2(e), this initial sufficiency letter shall serve as notice to the owner and applicant specifying the deficiencies within the Administrative Site Plan Application. No further action shall be taken on this Application until the deficiencies are remedied. If you have any questions or would like additional information, please do not hesitate to contact me at (305) 259-1276.

Sincerely,

Maria M Pineda/ CED

Attachment B
September 13, 2021 Submittal #1

RECEIVED
Zoning Department
September 13, 2021
Village of Palmetto Bay
Building & Zoning Department
By:

Village of Palmetto Bay
Division of Planning & Zoning
9705 E. Hibiscus Street Palmetto Bay, FL 33157
305.259.1234

APPLICATION FOR ADMINISTRATIVE SITE PLAN REVIEW (ASPR)

WHEN NO PUBLIC HEARING IS REQUIRED

Village of Palmetto Bay, Division of Planning and Zoning

(Planning Use Only):

ASPR Appl. No: ASPR-21-009	Zoning District: B-2	Date Received: 09/13/2021
Council District:	Date Processed: 09/13/2021	Staff Approval:

1. **Owner/Applicant Information**
   - Name: ERIC HAAS Phone: 786 556 6219
   - Company: ENL INVESTMENTS LLC
   - Mailing Address: 7406 SW 169 TR
   - City: PALMETTO BAY State FL Zip 33157
   - E-Mail Address: E_haas@bellsouth.net

2. **Property Owner's Name (if different than applicant):**
   - Name: ERIC HAAS Phone:
   - Mailing Address: same as above E-Mail Address: see above
   - City: PALMETTO BAY State FL Zip 33157

3. **Contact Person for Project Information:** ERIC HAAS
   - Name: Phone: 786 556 6219
   - Mailing Address: 7406 SW 169 TR E-Mail Address: see above
   - City: PALMETTO BAY State FL Zip 33157

4. **Project Location and Size:**
   - Street Address of Project: 7271 SW 168 st Folio(s) #: see attached
   - Lot Dimensions: 168 X 278 Net Lot Area (sq. ft.): 46,235 Total Size (sq. ft): 72,484

5. **Project Description:**
   - Describe what is to be done:
     HOTEL / REST.
   - Present Use: REST. Proposed Use:

6. **Calculation of Fees (check all that apply):** *

Individual Single Family, Two (2) Family or Live Work Unit	*$50.00*
All other uses minimum fee:	*$1,500 plus*
Per Acre or less	*$500 and*
Per Ten (10) Units or portion thereof	*$200 or*
Per 5,000 sw. ft. or portion thereof	*$200*
TOTAL	$6,669.00

7. **Applicant Signature:** X FOR ERIC HAAS

APPLICATION FOR

ADMINISTRATIVE SITE PLAN REVIEW

WHEN NO PUBLIC HEARING IS REQUIRED

In an effort to facilitate the Administrative Site Plan Review (ASPR) process, the Department of Planning and Zoning has prepared a check list of required exhibits that shall be prepared by a registered architect or landscape architect. Said exhibits shall be submitted to the Department along with the ASPR application and shall include the following:

1. Site plan(s) must include:

   A. Sub-district location and land use plan designation;
   B. Street layouts and designations, as per ordinance 06-06;
   C. Locations, shape, size and height of existing buildings;
   D. Pedestrian and vehicular circulation systems;
   E. Drive-through facilities circulation systems, if any;
   F. Indication of street vistas;
   G. Lot line, setbacks and build-to-lines;
   H. Location of open spaces including anchor points, if applicable;
   I. Location, layouts of drive through facilities, including ingress and egress;
   J. Location, layouts and drives of on-street and off-street parking loading facilities and waste collection areas;
   K. Indication of signage; and
   L. Indication of any site or building methods used to conserve energy.

2. Landscape plans, including specifications of species of plant material, location, and size in accordance with division 30-100.1 entitled *"Environmental Regulations"* of the Village of Palmetto Bay Code of Ordinance.

3. Street cross-sections, including adjacent buildings and open space.

4. Floor plans, elevations and sections of all buildings, including total gross square feet of area for each floor and all dimensions relating to the requirements of ordinance 06-06 entitled *"Franjo Triangle and U.S. 1 Island Zoning District"*.

5. Figures indicating the following:

   A. Gross and net acreage;
   B. Total square footage for each use by type;
   C. Total number of dwelling units;
   D. Total number of parking spaces required and provided;
   E. Amount of passive and active open space in square feet;
   F. Such other design data as may be needed to evaluate the project's compliance with the requirements of ordinance 06-06 including traffic impact analyses and studies.

CFN 20160326332
OR BK 30100 Pgs 2112-2113 (2Pgs)
RECORDED 06/03/2016 15:13:45
DEED DOC TAX $0.60
SURTAX $0.45
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
Jeffrey R Lehrman, Esq.
Transamerican Title Services, Inc.
232 Andalusia Avenue, Suite 201
Coral Gables, FL 33134
305-460-4447

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 3rd day of June, 2016, by Eric T. Haas, a married man, whose post office address is 7406 Southwest 169th Terrace, Miami, Florida 33157, the grantor, and RNL Investments LLC, a Florida Limited Liability Company, whose post office address is 7406 Southwest 169th Terrace, Miami, Florida 33157, grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lots 9, 10, 11, 18 and 19, Richmond Subdivision, according to the map or plat thereof as recorded in Plat Book 4, Page 116, Public Records of Miami-Dade County, Florida

Parcel Identification Number: 33-5026-002-0020; 33-5026-002-0031; 33-5026-002-0030; and 33-5026-002-0031

THIS QUIT CLAIM DEED IS MADE AS PART OF THE ESTATE PLAN OF GRANTOR WITHOUT ANY ADDITIONAL CONSIDERATION PAID HEREIN. THE GRANTOR AND THE AUTHORIZED MEMBER OF THE LIMITED LIABILITY COMPANY ARE THE SAME PERSON.

THIS PROPERTY IS NEITHER THE HOMESTEAD OF THE GRANTOR NOR CONTIGUOUS THERETO. THE GRANTOR'S HOMESTEAD IS LOCATED AT 7406 Southwest 169th Terrace, Miami, Florida 33157.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Diana Alarcon

Witness Name: A Yaeda

ERIC T. HAAS (Seal)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3rd day of June, 2016 by Eric T. Haas, who [ ] is personally known to me or [ ] has produced a Driver's License as identification.

My Commission Expires:

NOTARY PUBLIC

Property Tax Search

ENL INVESTMENTS LLC

> Pay for confidential accounts

Results 1-4 of 4

ENL INVESTMENTS LLC

OWNER ADDRESS
ENL INVESTMENTS LLC
7406 SW 169 TER
MIAMI, FL 33157

SITUS ADDRESS
7271 SW 168 ST, Palmetto Bay 33157-4844

Real Estate Account Number **33-5026-002-0031**

Get bills by email

PAID 2020-11-18 **$9,846.9**
Receipt #INT-21-07578
Print paid bill

ENL INVESTMENTS LLC

OWNER ADDRESS
ENL INVESTMENTS LLC
7406 SW 169 TER
MIAMI, FL 33157

SITUS ADDRESS
7253 SW 168 ST, Palmetto Bay 33157-4844

Real Estate Account Number **33-5026-002-0021**

Get bills by email

PAID 2020-11-18 **$3,568.0**
Receipt #INT-21-07578
Print paid bill

ENL INVESTMENTS LLC

OWNER ADDRESS
ENL INVESTMENTS LLC
7406 SW 169 TER
MIAMI, FL 33157

SITUS ADDRESS
Palmetto Bay 33157-0000

Real Estate Account Number **33-5026-002-0020**

Get bills by email

PAID 2020-11-18 **$3,251.8**
Receipt #INT-21-07578
Print paid bill

ENL INVESTMENTS LLC

OWNER ADDRESS
ENL INVESTMENTS LLC
7406 SW 169 TER
MIAMI, FL 33157

SITUS ADDRESS
7271 SW 168 ST, Palmetto Bay 33157-0000

Real Estate Account Number **33-5026-002-0030**

Get bills by email

PAID 2020-11-18 **$930.1**
Receipt #INT-21-07578
Print paid bill

ENL INVESTMENTS LLC

PEDRO J. GARCIA
MIAMI-DADE PROPERTY APPRAISER

Address Owner Name Subdivision Name Folio

SEARCH: 7271 SW 168 Street Suite Back to Search Results

PROPERTY INFORMATION

Folio: 33-5026-002-0021

Sub-Division:
RICHMOND SUB

Property Address
7253 SW 168 ST

Owner
ENL INVESTMENTS LLC

Mailing Address
7406 SW 169 TER
MIAMI, FL 33157

PA Primary Zone
6200 COMMERCIAL - ARTERIAL

Primary Land Use
1081 VACANT LAND - COMMERCIAL VACANT LAND

Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0
Living Area	0
Adjusted Area	0
Lot Size	9,240 Sq.Ft
Year Built	0

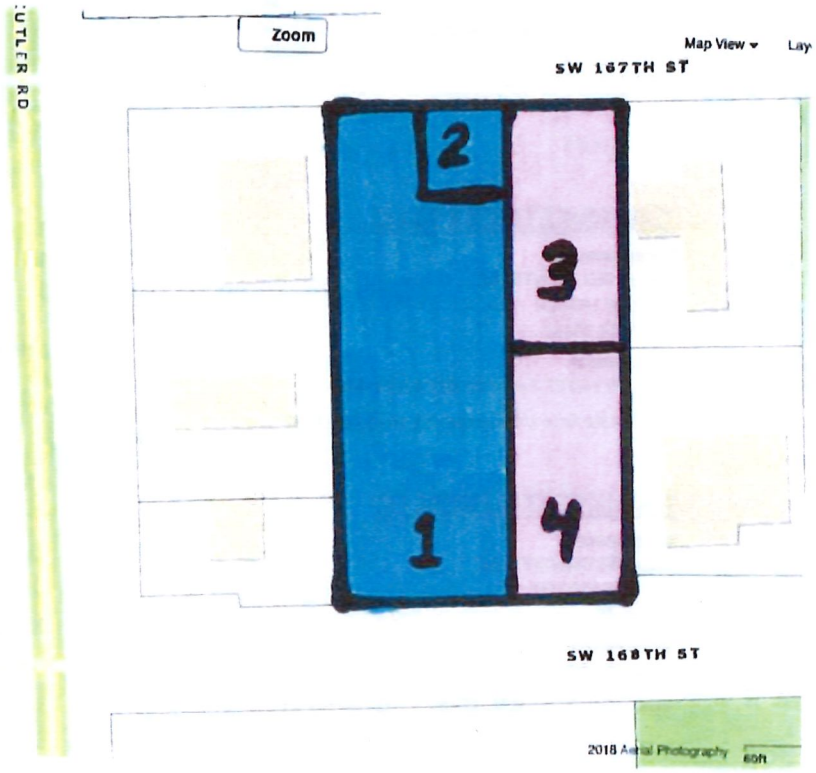


EXHIBIT "A"

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/13/2021

Property Information	
Folio:	33-5026-002-0031
Property Address:	7271 SW 168 ST Palmetto Bay, FL 33157-4844
Owner	ENL INVESTMENTS LLC
Mailing Address	7406 SW 169 TER MIAMI, FL 33157 USA
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	1066 VACANT LAND - COMMERCIAL : EXTRA FEA OTHER THAN PARKING
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	25,500 Sq.Ft
Year Built	0



Assessment Information			
Year	2021	2020	2019
Land Value	$688,500	$586,500	$688,500
Building Value	$0	$0	$0
XF Value	$18,694	$0	$0
Market Value	$707,194	$586,500	$688,500
Assessed Value	$561,742	$493,680	$448,800

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	$145,452	$92,820	$239,700

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
RICHMOND SUB PB 4-116 S90FT OF LOT 10 & ALL LOTS 11-18-19 OR 17403-0783 1096 2 (4) F/A/U 30-5026-002-0031

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	$0	$0	$0
Taxable Value	$561,742	$493,680	$448,800
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$707,194	$586,500	$688,500
City			
Exemption Value	$0	$0	$0
Taxable Value	$561,742	$493,680	$448,800
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$561,742	$493,680	$448,800

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/03/2016	$100	30100-2112	Corrective, tax or QCD; min consideration
01/04/2016	$100	29917-1372	Corrective, tax or QCD; min consideration
10/01/1996	$600,000	17403-0783	Deeds that include more than one parcel
02/01/1987	$180,000	13190-0564	Deeds that include more than one parcel

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/13/2021

Property Information	
Folio:	33-5026-002-0020
Property Address:	
Owner	ENL INVESTMENTS LLC
Mailing Address	7405 SW 169 TER MIAMI, FL 33157 USA
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	9,240 Sq.Ft
Year Built	0



Assessment Information			
Year	2021	2020	2019
Land Value	$203,280	$203,280	$203,280
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$203,280	$203,280	$203,280
Assessed Value	$196,774	$178,886	$162,624

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	$6,506	$24,394	$40,656

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
26 55 40 .21 AC
RICHMOND SUB PB 4-116
N1/2 OF LOT 9
LOT SIZE 66.000 X 140
OR 17403-0783 1096 2 (4)

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	$0	$0	$0
Taxable Value	$196,774	$178,886	$162,624
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$203,280	$203,280	$203,280
City			
Exemption Value	$0	$0	$0
Taxable Value	$196,774	$178,886	$162,624
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$196,774	$178,886	$162,624

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/03/2018	$100	30100-2112	Corrective, tax or QCD; min consideration
01/04/2016	$100	29917-1372	Corrective, tax or QCD; min consideration
10/01/1998	$600,000	17403-0783	Deeds that include more than one parcel
02/01/1987	$180,000	13190-0564	Deeds that include more than one parcel

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/13/2021

Property Information	
Folio:	33-5026-002-0021
Property Address:	7253 SW 168 ST Palmetto Bay, FL 33157-4844
Owner	ENL INVESTMENTS LLC
Mailing Address	7406 SW 169 TER MIAMI, FL 33157 USA
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	9,240 Sq.Ft
Year Built	0



Assessment Information			
Year	2021	2020	2019
Land Value	$249,480	$212,520	$249,480
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$249,480	$212,520	$249,480
Assessed Value	$196,774	$178,886	$162,624

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction	$52,706	$33,634	$86,856

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
26 55 40 .21 AC
RICHMOND SUB PB 4-116
S1/2 OF LOT 9
LOT SIZE 66.000 X 140
OR 17403-0783 1096 2 (4)

Taxable Value Information			
	2021	2020	2019
County			
Exemption Value	$0	$0	$0
Taxable Value	$196,774	$178,886	$162,624
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$249,480	$212,520	$249,480
City			
Exemption Value	$0	$0	$0
Taxable Value	$196,774	$178,886	$162,624
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$196,774	$178,886	$162,624

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/03/2016	$100	30100-2112	Corrective, tax or QCD; min consideration
01/04/2016	$100	29917-1372	Corrective, tax or QCD; min consideration
10/01/1996	$600,000	17403-0783	Deeds that include more than one parcel
02/01/1987	$180,000	13190-0564	Deeds that include more than one parcel

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/13/2021

Property Information	
Folio:	33-5026-002-0030
Property Address:	7271 SW 168 ST Palmetto Bay, FL 33157-0000
Owner	ENL INVESTMENTS LLC
Mailing Address	7405 SW 169 TER MIAMI, FL 33157 USA
PA Primary Zone	6200 COMMERCIAL - ARTERIAL
Primary Land Use	0081 VACANT RESIDENTIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,500 Sq.Ft
Year Built	0



Assessment Information			
Year	2021	2020	2019
Land Value	$55,000	$55,000	$55,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$55,000	$55,000	$55,000
Assessed Value	$55,000	$53,240	$48,400

Benefits Information				
Benefit	Type	2021	2020	2019
Non-Homestead Cap	Assessment Reduction		$1,760	$6,600

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

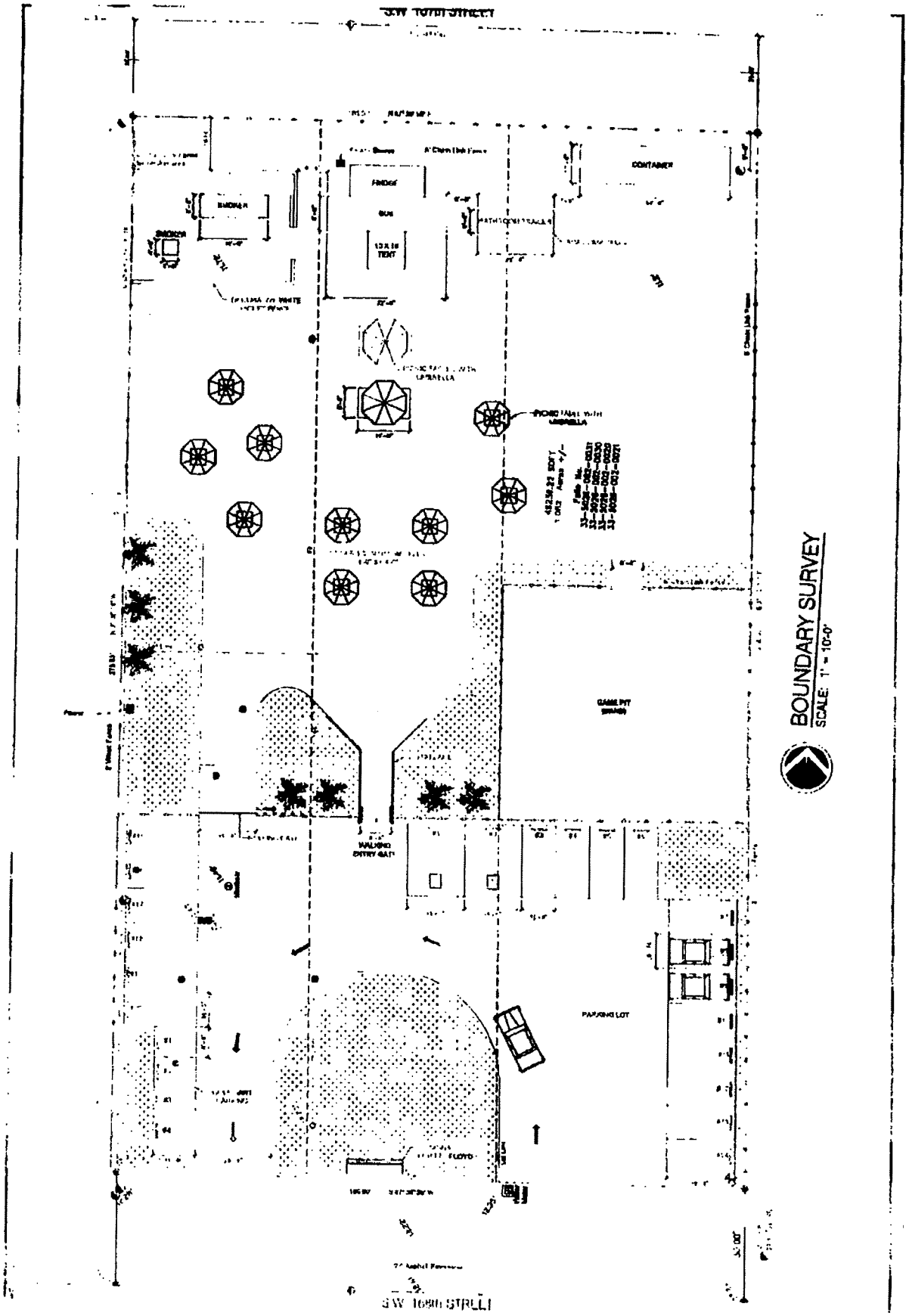
Short Legal Description
RICHMOND SUB PB 4-116 N50FT OF LOT 10 LOT SIZE 2500 SQUARE FEET OR 17403-0783 1096 2 (4) F/A/U 30-5026-002-0030

Taxable Value Information	2021	2020	2019
County			
Exemption Value	$0	$0	$0
Taxable Value	$55,000	$53,240	$48,400
School Board			
Exemption Value	$0	$0	$0
Taxable Value	$55,000	$55,000	$55,000
City			
Exemption Value	$0	$0	$0
Taxable Value	$55,000	$53,240	$48,400
Regional			
Exemption Value	$0	$0	$0
Taxable Value	$55,000	$53,240	$48,400

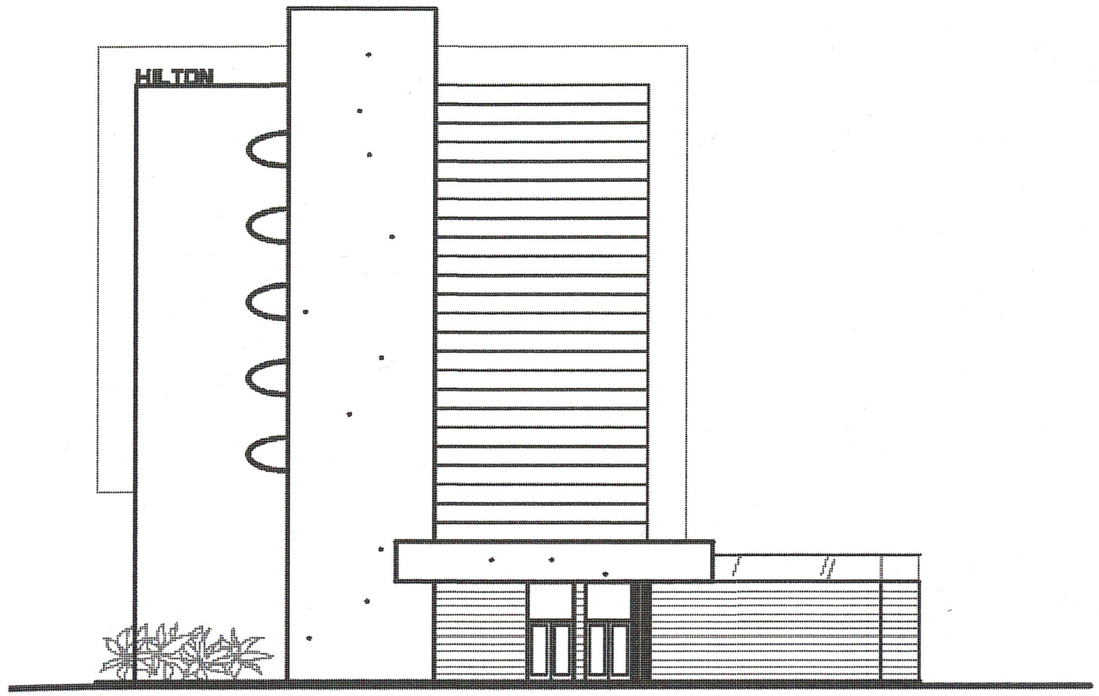
Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/03/2016	$100	30100-2112	Corrective, tax or QCD; min consideration
01/04/2016	$100	29917-1372	Corrective, tax or QCD; min consideration
10/01/1998	$600,000	17403-0783	Deeds that include more than one parcel
02/01/1987	$180,000	13190-0564	Deeds that include more than one parcel

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Version:



BOUNDARY SURVEY
SCALE: 1" = 10'-0"



PROPOSED ELEVATION

INDEX

A-0	COVER SHEET
A-1	LOCATION MAP & PROJECT DATA
A-2	SITE PLAN & UNDERGROUND PARKING
A-3	FLOOR PLANS/ ELEVATION/ SECTION
A-4	LANDSCAPE PLAN AND DETAILS
A-5	PARKING DETAILS

RECEIVED
Zoning Department
September 13, 2021
Village of Palmetto Bay
Building & Zoning Department
By:

ALL OTHER PROFESSIONALS (CIVIL, STRUCTURAL, MEP)
SHALL BE IDENTIFIED AT TIME OF CONSTRUCTION

E.S.A. QUALITY DESIGN

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117 AVE #B107, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381
EMAIl: esadesign2@gmail.com

DOCUMENT SUBMITTALBuilding permit application(s) and all other development order application(s). A development order application is an action pursuant to Chapter 30, taken after public hearing or an administrative development review as provided under this Division 30-30. All applications for development shall be filed with the appropriate department, and shall be reviewed by all the various departments needed as per the applicable regulating authority, including Miami-Dade County and village public works, building, parks, and all outside agencies, including but not limited to the Miami-Dade County School Board, Miami-Dade County Fire Department, PERA, or the South Florida Water Management District (SFWMD).

OLD CUTLER INN HOTEL

7271 SW 168 TH STREET
PALMETTO BAY, FLORIDA
DATE OF SUBMITTAL 09/13/2021

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LOCATION MAP

SCALE 1"=30'






PROJECT DATA

SITE INFORMATION			
NET LOT AREA:	46,264 SQFT. 1.06 ACRES		
GROSS LOT AREA:	50,414 SF= 1.16 ACRES		EXTENDED TO CL OF STREET FOR PURPOSES OF CALCULATING DENSITY.
ZONING DESIGNATION:	B-2 BUSINESS DISTRICT / R-H DISTRICT REGULATIONS IN HOTELS		
USE:	HOTEL		
DENSITY:	ALLOWED: MAX 75 UNIT PER ACRE OR 50008 SF OF LOT AREA PER UNIT =80 UNIT		PROVIDED: 80 UNITS 15 UNIT TYPE A. 1 UNIT TYPE B. PER FLOOR X5 FLOOR =80 UNITS
BUILDING HEIGHT:	ALLOWED: 75' ABODE CROWN OF ROAD TO RIDGE		PROVIDED: 75'
BUILDING SETBACKS: B-2	REQUIRED: STREET FRONT REAR STREET SIDE SIDE INTERIOR	25'-0" MIN. 20'-0" 15'-0" 0'-0" /15 ADJACENT TO RESIDENTIAL DISTRICT.	PROVIDED: 54'-0" 28'-3" N/A 15'-0" & 0'
BUILDING SETBACKS: R-4H HOTEL/APARTMENT HOUSE DISTRIC	REQUIRED: OVER 35' HEIGHT STREET FRONT REAR SIDE INTERIOR	25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =54'-0" PROVIDED 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =65'-3" PROVIDED 63 DEGREE LINE PROJECT FROM THE INTERIOR SIDE PROPERTY LINES:	
PARKING STANDARDS:	REQUIRED: FOR HOTEL:80 UNIT FIRST -40 X 1 40 SPACES REMAINDER-40 X .5 20 SPACES TOTAL 60 SPACES FOR RESTAURANT: 1568 SF/50= 32 SPACES FOR BAR: 834 SF / 50=17 SPACES FOR CONF/ BANQUET ROOMS: 4130 SF / 100=42 SPACE FOR POOL: 2659 SF / 50 /4= 13 SPACE FOR HOTEL OFFICE: 562 SQFT. (6 EMPLOYEES) 1 SPACE FOR EVERY 4 EMPLOYEES =2 SPACE TOTAL REQUIRED : 166 SPACES		PROVIDED:166 SPACES
PUBLIC OPEN SPACE	40% OF LOT AREA		19,308 SQFT =41.73%
MAX. LOT COVERAGE AS PER B-2 ZONING	40% OF LOT AREA		18,396 SQFT =36.4%

LEGAL DESCRIPTION

RICHMOND SUB PB 4-116 S90FT OF LOT 10 & ALL LOTS 11-18-19
RICHMOND SUB PB 4-116 N50FT OF LOT 10 LOT SIZE 2500 SQUARE FEET
26 55 40 .21 AC RICHMOND SUB PB 4-116 N1/2 OF LOT 9 LOT SIZE 66.000 X 140
26 55 40 .21 AC RICHMOND SUB PB 4-116 S1/2 OF LOT 9 LOT SIZE 66.000 X 140

ISSUANCE FOR

☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1	REV2	REV3	REV4

AFFIX SEAL HERE

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
PROJECT DATA

Job No.: EH-03
Drawn By:
Scale: AS NOTED
Date: 09-10-21
Lot:
Block:

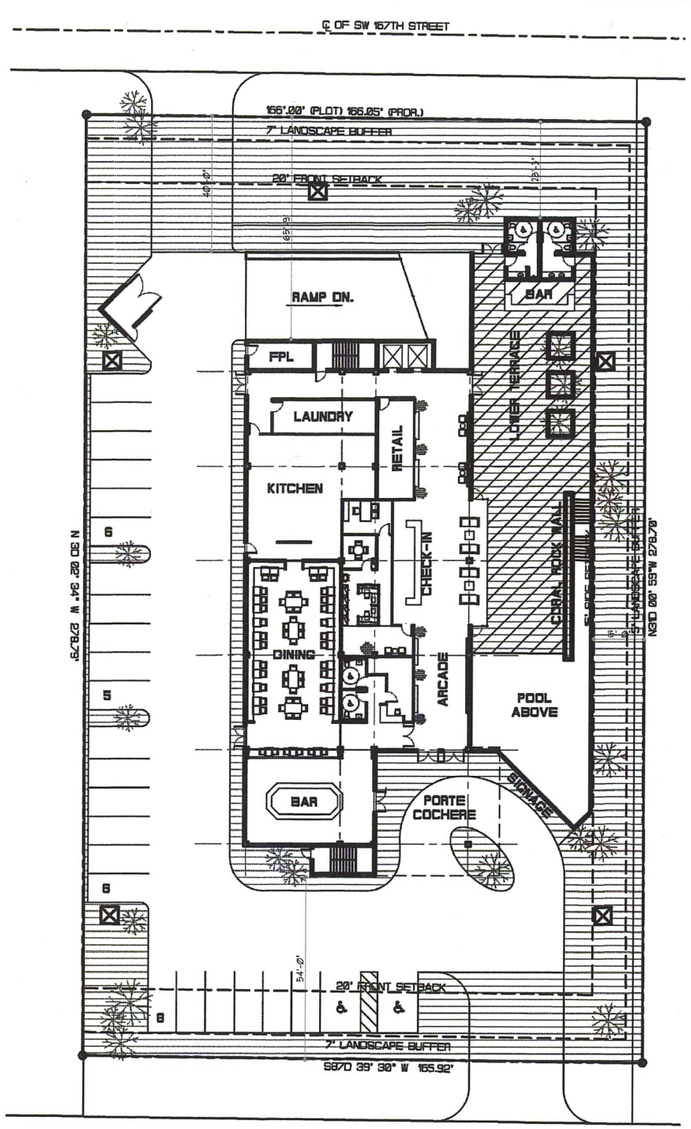
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REG. No. 0011131
8900 SW 117TH AVENUE #107B. MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

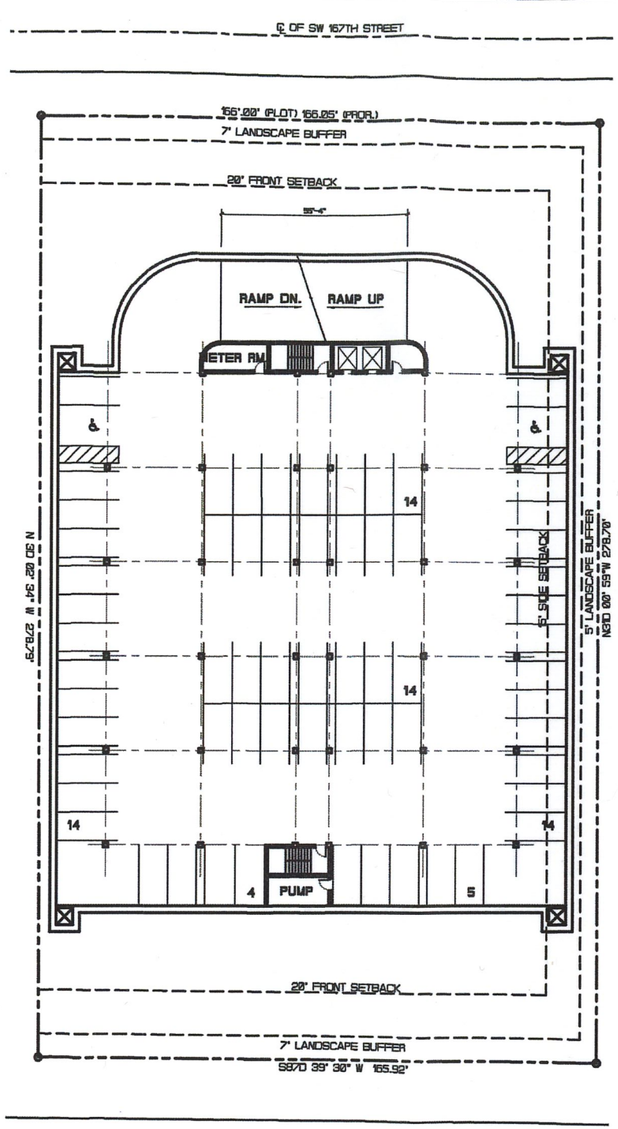
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A-1
of

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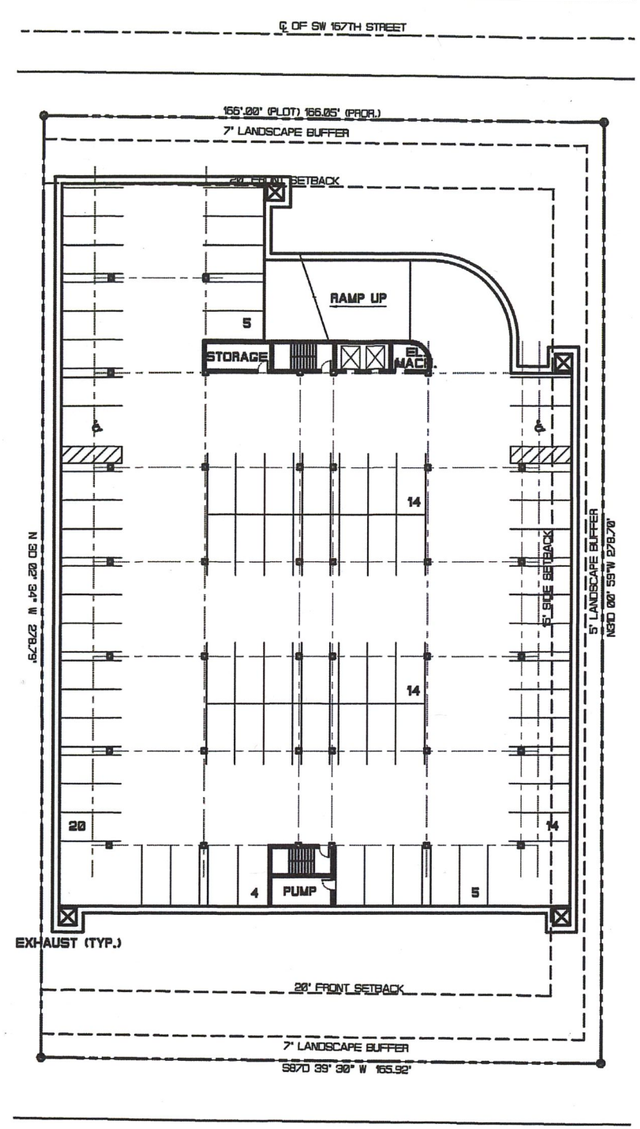


SURFACE PARKING - 25 CARS



UNDERGROUND PARKING

LEVEL ONE - 65 CARS



UNDERGROUND PARKING

LEVEL TWO - 78 CARS

ISSUANCE FOR
☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT
REV1 REV2 REV3 REV4
AFFIX SEAL HERE

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
FLOOR PLANS

Job No.: EH-03
Drawn By:
Scale: 1"-20'-0"
Date: 09-10-21
Lot:
Block:

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(SECOND FLOOR)

16 ROOMS (TYP. FLOOR)

TYPICAL UNIT PLAN A

SCALE :1"=1/4"

TYPICAL UNIT PLAN B

SCALE :1"=1/4"

PROPOSED ELEVATION

SECTION

ISSUANCE FOR

☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1 REV2 REV3 REV4

AFFIX SEAL HERE

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
FLOOR PLANS/ELEVATION/ SECTION

Job No.: EH-03
Drawn By:
Scale: 1"=20'-0"
Date: 09-10-21
Lot:
Block:

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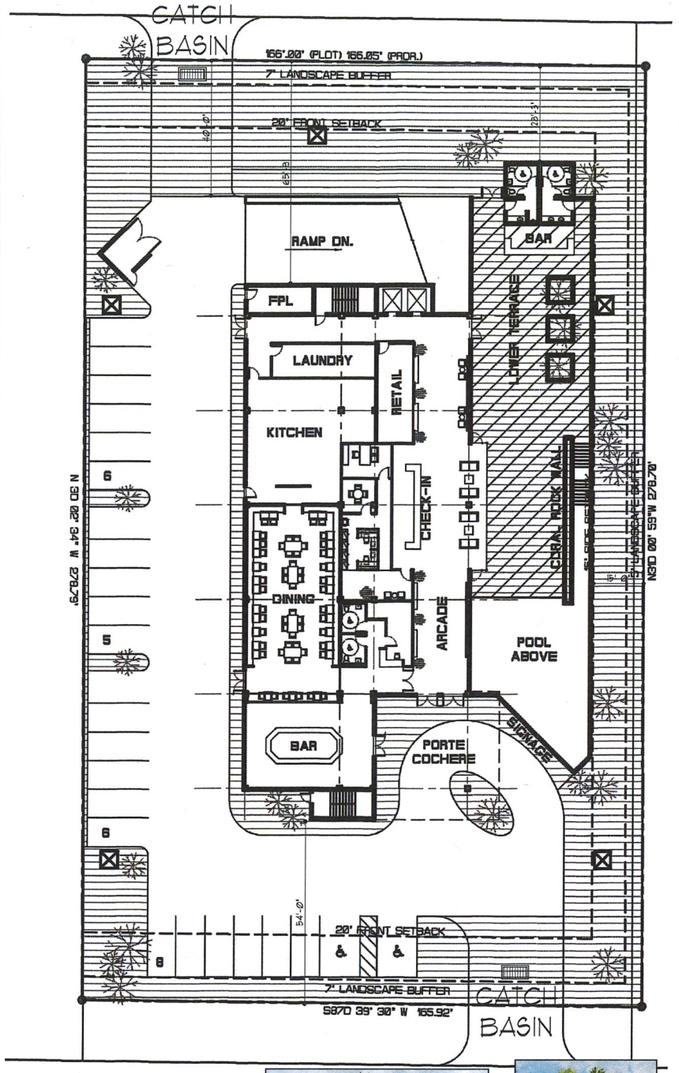
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SILVER BUTTONWOOD



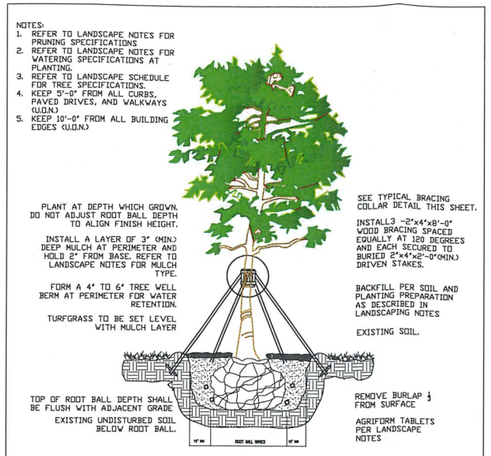
OAK TREE



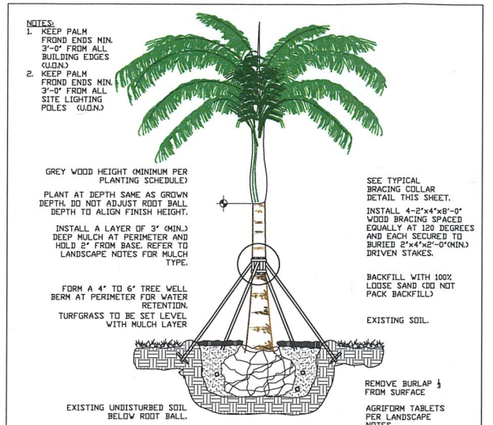
FOXTAIL PALM

PLANT / TREE SCHEDULE

				PLANT NAME		NATIVE		CALIPER	HEIGHT		CANOPY DIAMETER
QTY	SYMBOL	NEW	EXISTING	SCIENTIFIC	COMMON	YES	NO	INSTALLED	INSTALLED	MATURE (EST)	MATURE (EST)
36		X		CONOCARPUS ERECTUS VAR. SERICEA	SILVER BUTTONWOOD	X		2"	12'	12-15'	15'
52		X		QUERCUS	OAK TREE	X		2"	12'	12-15'	15'
51		X		WODYETIA BIFURCATA	FOXTAIL PALM	X		1-1/2"	8'	25-30'	10'



TREE PLANTING AND STAKING DETAIL - 1
N.T.S. (TYPICAL AT MED. TO LG. TREES)

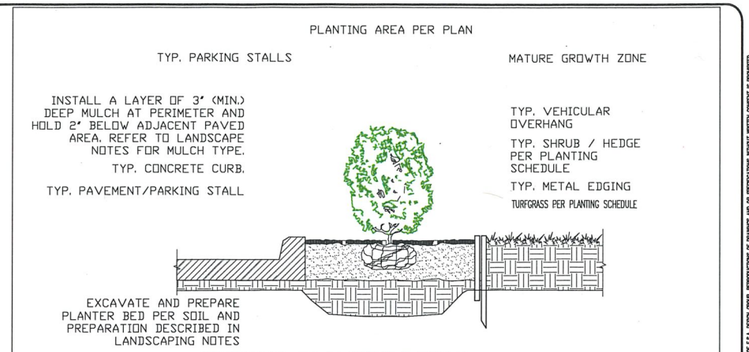


PALM TREE PLANTING DETAIL - 1
N.T.S. (TYPICAL AT ROYAL PALMS)

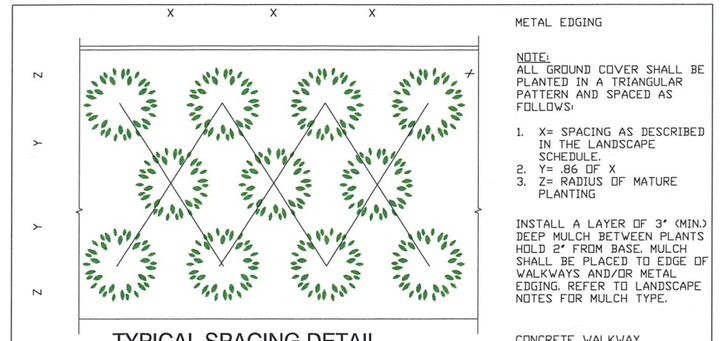
Landscape Notes:

1) Tree size: All trees that are required for landscaping except street trees, shall be a minimum height of 12 feet with a minimum crown of spread of 6 feet and a minimum caliper of 4 inches at time of planting.
2) 40% of the tree requirement shall be met by native species with a minimum height of 10 feet and a minimum caliper of 2inches at the time of planting.
3) Street tree size and spacing: Street trees shall be diverse species, well suited for growth in palmetto Bay or native to Palmetto Bay with a normal mature to a height of 20 feet. They shall al be pruned to comply with a.d.a. clearance heights and shall have a minimum clear trunk area of 4 feet an overall height of 12 to 14 feet at the time of planting and a minimum caliper of 3 inches. The spacing shall be 20 feet center to center and placed within the swale area or on private property where it is in conflict with other restrictions of the code.
4) Plasm trees as street trees: Single Palm species with a minimum 10-inch diameter at the breast height and a minimum of 15 feet of clear wood at the time of planting may be used in addition to the required amount specified above.
5) Grass areas shall be planted with natural growing species well adapted to localized growing conditions. Swales shall be sodded and maintained by the adjoining owner.
6) A minimum of 40 % of the required trees shall be native species
7) A minimum of 50% shall be low maintenance or drought tolerant.
8) All sizes shown for plant material are considered minimums. All plant material must meet or exceed both the height and spread specified.
9) All plant material furnished shall be Florida grade #1 or better as established by "Grades and Standards for Florida Nursey Plants and installed as per CSI specifications.
10) All plant Material shall be warranted by the landscape contractor for a minimum period as follows:
    a. Trees and palms for 12 months
    b. Shrubs, vines, groundcover for 90 days
    c. All lawn areas for a minimum of 60 days
11) Twelve inches of planting soil 50/50 sand/topsoil mix is required around and beneath all root balls and a minimum of 4 inches at shrubs.
12) All landscape areas with shrubs/groundcover shall have a weed barrier installed under all beds to minimize weed growth
13) All landscaping shall be fully irrigated by a fully automatic sprinkler system that's adjustable to ensure 100 % water coverage. Zones shall be provided and have a rain sensor installed,
14) A notarized landscape compliance form shall be provided at the time of final inspection by the landscape subcontractor.

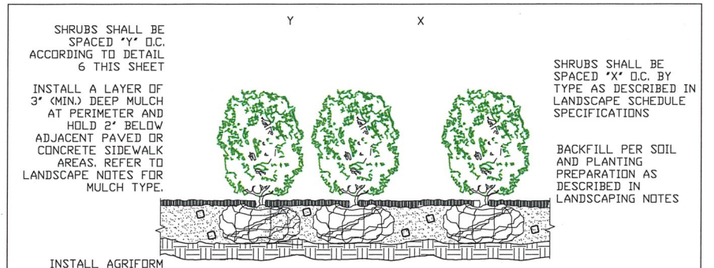
OPEN SPACE SHALL MEAN ANY AREA OF LAND AND/OR WATER, WHICH IS OPEN AND UNOBSTRUCTED FROM THE GROUND TO THE SKY INCLUDING WETLAND MITIGATION AREAS AND AREAS MAINTAINED IN A NATURAL AND UNDISTURBED CHARACTER. OPEN SPACE SHALL INCLUDE PRIVATE PARKS, BUFFER YARDS, LANDSCAPED YARD AREAS AND COMMON LANDSCAPED AREAS. OPEN SPACE SHALL ALSO INCLUDE BICYCLE AND PEDESTRIAN PATHS EXTERNAL TO A DEVELOPMENT PARCEL, PARKING AREAS, DRIVEWAYS, SWIMMING POOL DECKS, TENNIS COURTS AND OTHER PAVE AREAS.



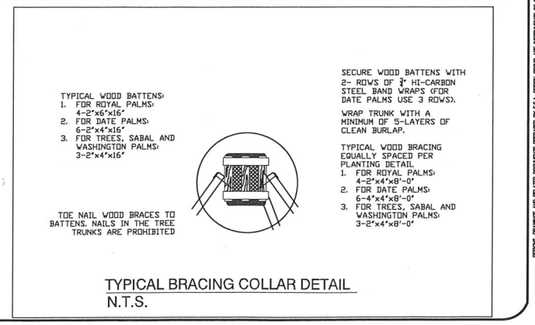
TYPICAL PLANTER DETAIL
N.T.S.(ONE SIDED PARKING ISLANDS)



TYPICAL SPACING DETAIL
N.T.S.(SHRUBS AND GROUND COVER)



TYPICAL PLACEMENT DETAIL
N.T.S. (SHRUB AND GROUND COVER)



TYPICAL BRACING COLLAR DETAIL
N.T.S.

ISSUANCE FOR
☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1 REV2 REV3 REV4

AFFIX SEAL HERE

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
LANDSCAPE PLANS AND DETAILS

Job No.: EH-03
Drawn By:
Scale: 1"-20'-0"
Date: 09-10-21

Lot:
Block:

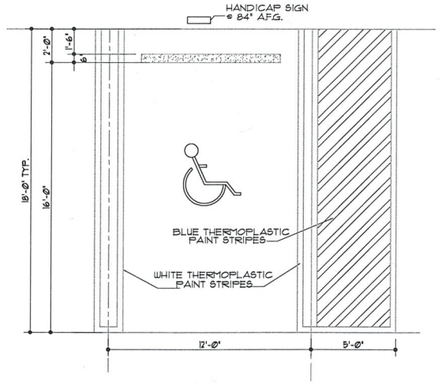
EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

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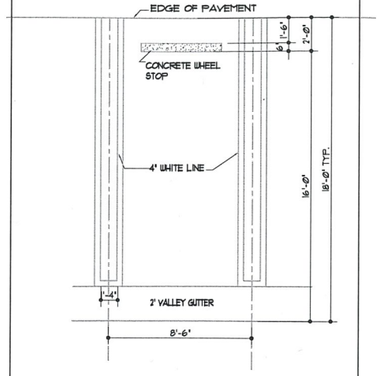
P:\CDE_DRIVES\Eric hass\OCI Hotel\hotel- landscape.dwg, 9/10/2021 3:58:31 PM, Adobe PDF



ADA PARKING SPACE

1/4"=1'-0"

2 PROVIDED AT VISITORS
3 PROVIDED AT INTERNAL GARAGES
5 PROVIDED IN TOTAL



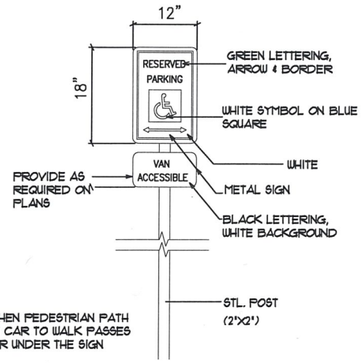
STANDARD PARKING SPACE

1/4"=1'-0"



PARKING SIGNS DETAILS

NTS

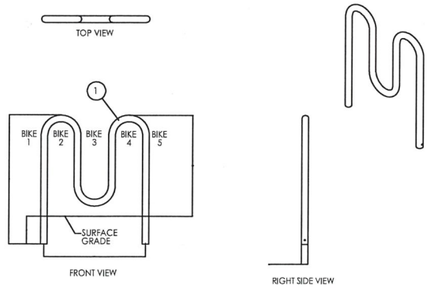


84" WHEN PEDESTRIAN PATH FROM CAR TO WALK PASSES BY OR UNDER THE SIGN

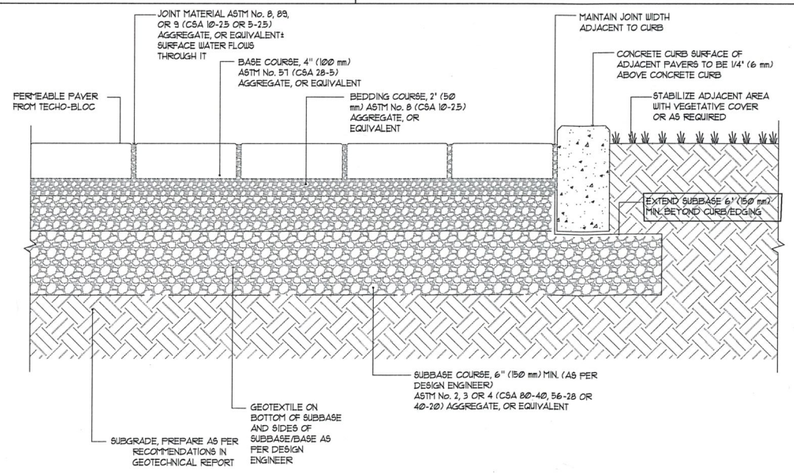
sitescapes	P.O. Box 22326 Lincoln, NE 68542	PH: 402/421-9464 FX: 402/421-9479	WEBSITE: www.sitescapesonline.com E-MAIL: info@sitescapesonline.com
		INCH TOLERANCES U.O.S.	THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SITESCAPES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SITESCAPES, INC. IS PROHIBITED.
TITLE: ECHO BIKE RACK	PRODUCT NO.: EC2-05-EM	FRACTION= ±1/16" ANG= ±1°	

*Available in powder coat and DuraCoat finishes

MATERIALS LIST
(1) Tubing - Ø 2 3/8" x .154" Wall Steel Tubing

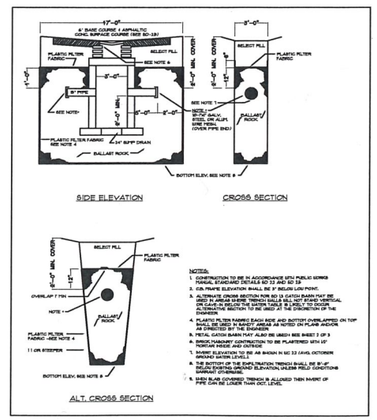


BIKE RACK DETAIL



NOTES:
1. SUBBASE THICKNESS MUST BE DETERMINED BY A QUALIFIED ENGINEER FOR HYDRAULIC AND STRUCTURAL NEEDS. CONTACT TECHO-BLOC TECHNICAL SUPPORT FOR DESIGN ASSISTANCE.
2. MAINTAIN DISTANCE OF 2 ft. (0.6 m) MIN. BETWEEN THE HIGH WATER TABLE AND THE BOTTOM OF THE SUBBASE (OR BASE IF NO SUBBASE), AS PER LOCAL REQUIREMENTS.
3. UNDERDRAIN PIPE REQUIRED WHERE SUBGRADE SOIL INFILTRATION RATE IS LESS THAN 0.5 IN/HR. SIZE AS PER DESIGN ENGINEER
4. SURFACE SLOPE MUST BE AT LEAST 1% AND NO MORE THAN 5%.

PERMEABLE PAVER DETAIL



NOTES:
1. CONSTRUCTION TO BE IN ACCORDANCE WITH PUBLIC WORKS MANUAL STANDARD DETAILS SD 13 AND SD 19
2. CB-TYPE ELEVATION SHALL BE 3" BELOW LOW POINT.
3. ALTERNATE GRATED INLET TYPE MD 19 CATCH BASIN THAT BE USED IN AREAS WHERE TRENCH GRATE IS NOT STATED HORIZONTAL. ALTERNATE TYPE MD 19 CATCH BASIN SHALL BE USED AS AN ALTERNATIVE SELECTION TO BE USED AT THE DIRECTION OF THE PLANNER.
4. PLASTIC FILTER FABRIC EACH SIDE AND BOTTOM (OVERLAPPED ON TOP SHALL BE USED IN BASKET LINING AS NOTED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER
5. METAL CATCH BASIN THAT ALSO BE USED SEE SHEET 2 OF 3
6. BERM PERMANENT CONSTRUCTION TO BE PLANTERED WITH 10" MIN. COVER OF SELECT FILL
7. TRANSIT ELEVATION TO BE AN BASIN IN NO 53 LEVEL (STORING GROUND WATER LEVELS)
8. THE BOTTOM OF THE EXCAVATION TRENCH SHALL BE 6" (6" MINIMUM) BELOW THE PIPE INVERT ELEVATION (UNLESS SHOWN OTHERWISE ON APPROVED DRAWINGS)
9. SAND BLAG (GRANDED TRENCH IS ALLOWED THEN BASINT UP PIPE CAN BE LOWER THAN DOT LEVEL

CATCH BASIN DETAIL

NTS

ISSUANCE FOR
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Attachment C
September 21, 2021 Village Memo of Insufficiency

Village of Palmetto Bay, Florida
Planning and Zoning Department

Date:	September 27, 2021
Subject:	Sufficiency Review
Application:	**ASPR-21-009**
Applicants:	**Eric Haas/ ENL Investments LLC**
	eric@sportsgrillmiami.com
Project Site:	7406 SW 168th Street | Hotel- Restaurant
Folios:	33-5026-002-0031/ 33-5026-002-0021/ 33-5026-002-0020/ 33-5026-002-0030
Zoning District:	B2(Business Special District 2)
From:	Maria Pineda | CED Director

The following is a summary of sufficiency requirements for the Administrative Site Plan Application **ASPR-21-009** received by the Village of Palmetto Bay Planning and Zoning Division on Monday September 13th, 2021. Once the application is determined to be complete, it will be reviewed in accordance with the applicable provisions of Chapter 30.

SUFFICIENCY

Pursuant to Section 30-30.2(e), General Application Requirements, Review for completeness. the Village shall determine whether the application is complete (accepted) or deficient (rejected) within 15 business days. The village shall notify the applicant in writing of his/her determination and shall provide written findings as to any deficiencies. The Village shall not be required to take further action on the application until the deficiencies are remedied. Once the application is determined to be complete, it shall be reviewed in accordance with the applicable provisions of Chapter 30. Every modification to the application shall require an additional completeness determination which may delay processing, review, or action on the application. The criteria for application sufficiency are listed below:

REQUIRED: *per § 30-30.2(d)*		**STATUS**
1.	All applications shall include the following documents:	
1.a	Original executed application signed by the applicant and by the property owner, plus two copies of all necessary supportive construction drawings and documents.	Partially Provided, missing letter of intent
1.b	Location map including geographic coordinates at a scale not less than 1″ = 1,000′	Partially Provided Please provide a scale for the Location Map |A-1

REQUIRED: *per § 30-30.2(d)*		**STATUS**
1.c	Identification of applicable key persons, including, owner(s); owner's authorized agent(s); contracted buyer for owner's property; architects, engineers, landscape architects; and/or any other representative(s) or professional(s) involved in the application, if any.	Partially Provided Please provide the Project Engineer Information with contact information for all Project Team personnel, including addresses, telephone numbers and email addresses on the Cover Sheet
2	A verified statement disclosing the name of each person having a legal or equitable ownership interest in the subject property. If the owner is a private corporation, or partnership trust, the name of each person holding an interest and percentage of interest in the entity shall be disclosed. If the owner is a publicly held corporation, the stock of which is traded on a nationally recognized stock exchange, the names and addresses of the corporation and principal executive officers shall be disclosed, together with the names of any stockholder owning ten percent or more of the stock.	Provided
3	The application shall be executed and sworn to by the owner(s) the property, or by the tenant(s) with the owner(s) sworn consent.	Provided
4	A survey that is no more than one year old, which accurately depicts site conditions, at a scale of not less than one inch equals 30 feet (1″ = 30′), certified by a state registered land surveyor. If a notarized affidavit of no change is provided, the survey may be older than one year, but no more than three years' old.	Not Provided
5	Sealed elevation plans showing all four elevations (north, south, east, and west), and shall include heights, distances, and dimensions of existing and proposed new building conditions.	Not Provided
6	Sealed floor plans of all existing buildings (cross-hatched), and proposed additions. Revisions shall be "clouded."	Not Provided
7	The site plan shall include the information as required by section 30-30.5 and shall include a detailed parking legend. The legend will include a table showing all uses currently established at the location and shall provide a parking breakdown indicating the number of spaces required for each business, based on the indicated uses. For new uses the number of parking spaces and calculation shall be based upon section 30-70.8. For existing uses the calculation shall be based upon the original development parking ratio that was established at the time of original construction. Parking legend shall be signed and sealed by architect of record and by Village of Palmetto Bay Planning and Zoning Director.	Partially Provided
8	Copies of all prior approved variances, comments, declaration of restrictions, development orders and/or zoning resolutions applicable to the site.	N/A
9	Copies of all permits required by other agencies to be obtained within the time required under subsection 30-30.2(k).	Not Provided
10	Legal description.	Not Provided
11	Other information as required by the village as may be necessary to determine conformance with and enforcement of the requirements of Chapter 30.	Grading/ Stormwater Plans; Basic Civil Plan and a Proposed Construction Timetable Required, Not provided
12	Proof of land ownership of property by warranty deed or another instrument.	Provided

REQUIRED: *per § 30-30.2(d)*		**STATUS**
13	The Village may require a property owner to file supporting legal instruments as outlined below:	
13.a	Restrictive covenant. A restrictive covenant shall mean a binding document executed by the property owner that runs with the land and recorded in the public records. The restrictive covenant shall address specific conditions, concerns, easements, maintenance requirements, or other legal conditions on the use and/or maintenance of the property and shall specifically provide an enforceable encumbrance on the use of the land.	N/A
13.b	Unity of title. A unity of title, or other similar agreement or covenant, shall be required to be submitted on a form approved for legal sufficiency by the village attorney, which shall run with the land and be binding upon the heirs, successors, personal representatives, assigns, and upon all mortgagees or lessees and others having any interest in the property. No permits shall be issued until the covenant/unity of title is recorded.	N/A
13.c	Maintenance of common areas and facilities. A homeowners' association, master association or similar type of association, shall be created for the entire development (total property), which shall provide for the maintenance of all common areas, roadways, cross-easements, and other amenities common to the entire parcel of land. This does not preclude individual associations for each phase of development of a project to maintain buildings and other common areas provided however these associations, or the members thereof, are later made members of the master association. Alternatively, the property owner shall execute and record in the public records a covenant running with the land for the entire property providing for the maintenance of all common areas, roadways, cross-easements, and other amenities common to the entire parcel of land.	N/A
13.d	Reciprocal rights or cross-easements (declaration of restrictions in lieu of unity of title). Recordable documents may be required to establish reciprocal rights or covenants for cross-easements in order to effectively provided for and maintain infrastructure. These cross-easements include water and sewer line, common parking area, street, driveway, entrance, exit, and other similar improvements provided for the common benefit. A declaration of restrictive covenants shall be approved for legal form and sufficiency by the village attorney, which declaration shall run with the land and be binding upon the heirs, successors, personal representatives, assigns, all mortgagees, lessees, and others having any interest in the property.	Not Provided

The following corrections and/or additional documentation are necessary to comply with Chapter 30, Land Development Regulations, of the Code of Ordinances of the Village of Palmetto Bay, Florida before staff can proceed with the approval process for the project.

Planning & Zoning

1. Please submit a brief "Letter of Intent" about the proposed development project.

2. Please submit a Cover Sheet for the submitted plans. Provide a Sheet Index, a Location/Vicinity Map with geographic coordinates at a scale not less than 1″ = 1,000′, a General Symbols Legend with Abbreviations, the Project Team information (Owner, Architect, Engineer, etc.), the project number **ASPR-21-009** in the title block and a please add Flood Zone, Legal Descriptions to the Project Tabular Summary pursuant to Section 30-30.50.17.

3. Please submit a recent signed, sealed and dated survey for the existing two (2) lots that is no more than one year old, which accurately depict the current site conditions, at a scale of not less than one inch equals 30 feet (1″ = 30′), certified by a state registered land surveyor. If a notarized affidavit of no change is provided, the survey may be older than one year, but no more than three years' old pursuant to Section 30-50.17.

4. Please provide a Site Plan Sheet SP-1 provide an overall detailed design diagram for the entire subject property indicating all the property boundaries of the 1.06 net acres and all proposed improvements. The Site Plan Sheet SP-1 needs to have the project number **ASPR-21-009** within the title block, clearly identify the Village Right-of-Way with accurate dimensions, all easements whether by plat or separate instrument, all utilities and their providers, manholes, fire-hydrants, catch basins, curbs (drawn with double lines) etc., label the zoning districts for the adjacent properties, label the existing interior and proposed square footage of each proposed structure within the illustrated footprint, label the proposed Finished Floor Elevation (FFE) in NAVD88 for each proposed structure. Provide the proposed pervious and impervious/open space calculations in square footage and percentages. Provide the Floor Area Ratio (FAR) calculations as required for B2 zone. Indicate and accurately dimension all setbacks, buffer yards, driveways, access ways, wall buffer requirements, approaches, pedestrian and ADA access aisles, dumpster enclosures, bicycle racks, parking spaces, landscaped parking islands, etc. pursuant to Section 30-50.17. Please revise the Project Tabular Summary and indicate the required and provided number of regular and ADA handicapped parking spaces and the paved material type, pursuant to Division 30-70 Parking and Loading Standards.

5. Within the Sheet SP-1 Site Plan and all other applicable sheets please accurately locate, dimension and detail the proposed dumpster enclosures, provide a detail that indicates the specific container size and details the proposed dumpster enclosures and how they will be adequately screened and accessible pursuant to Section 30-60.7(f) and Section 30-100.1(d)(3)(j)

6. Separate from Sheet SP-1 Site Plan and the Floor Plan sheets submitted please provide a basic Civil Plan sheet that illustrates the existing and proposed infrastructure, primarily the existing wastewater and water systems pursuant to Section 30-30.5(a)(2)

7. Please provide a Grading and Drainage (Stormwater) Plan pursuant to Section 30.30.2(n); Section 30-30.5(a)(2)and(b)(2); Section 30-30.5(g)(2) and Section 30-30.5(m)(t)and(x)

8. Please revise the submitted Elevation Plans and clearly indicate each proposed floor and indicate the cardinal directions of all of the newly proposed structure and provide the proposed finished grade, building height, and Finished Floor Elevations (FFE) for all of the newly proposed structures in NAVD88 elevations pursuant to Section 30-30.5(n)and(o)

9. Please submit a Photometric Plan to indicate the location of any proposed exterior lighting and that it will not exceed the maximum illumination permitted pursuant to Section 30-60.6 Please indicate that all parking area lighting will maintain the minimum requirements pursuant to Section 30-70.5(g).

General Instructions

1. Please revise and submit the requested corrections and/or documentation for the Administrative Site Plan Application **ASPR-21-009** to the Planning and Zoning Department. When submitting revisions, please insert all revised sheets into each set of original plans. When replacing a page, please mark the old sheet "VOID – save for reference only" in RED on the old sheet and place it behind the new sheet.
2. All changes to the original drawings and/or addendums shall be clouded and dated on the Site Plan sheet.
3. The full Village of Palmetto Bay Code of Ordinances is available online at: | Code of Ordinances | Palmetto Bay, FL | Municode Library

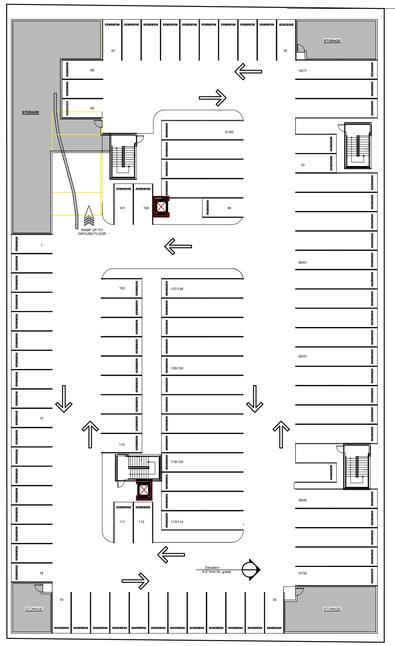
Pursuant to Section 30-30.2(e), this initial sufficiency letter shall serve as notice to the owner and applicant specifying the deficiencies within the Administrative Site Plan Application. No further action shall be taken on this Application until the deficiencies are remedied. If you have any questions or would like additional information, please do not hesitate to contact me at (305) 259-1276.

Sincerely,

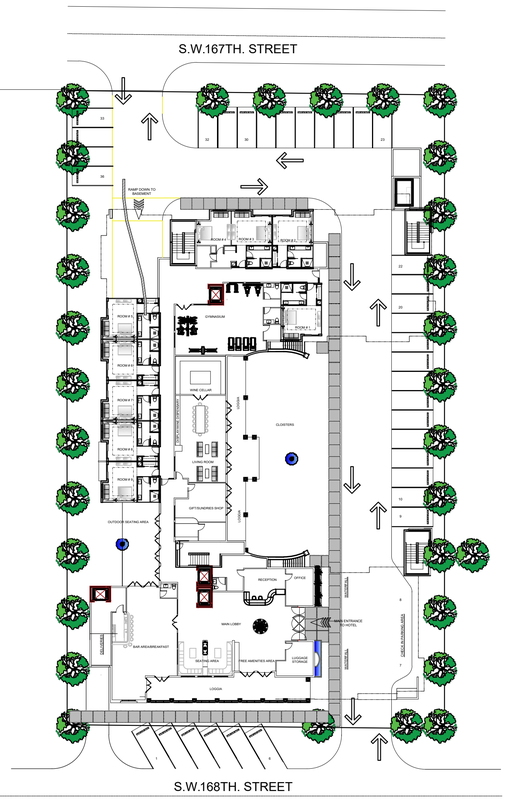


Maria M Pineda/ CED

Attachment D
July 18, 2022 Submittal #2



BASEMENT



BASEMENT/GROUND FLOOR

SCALE :1"=30'

PROJECT DATA

SITE INFORMATION		
NET LOT AREA:	46,264 SQ.FT. 1.06 ACRES	
GROSS LOT AREA:	50,414 SF= 1.16 ACRES	EXTENDED TO CL OF STREET FOR PURPOSES OF CALCULATING DENSITY.
ZONING DESIGNATION:	B-2 BUSINESS DISTRICT / R-H DISTRICT REGULATIONS IN HOTELS	
USE:	HOTEL	
DENSITY:	ALLOWED: MAX 75 UNIT PER ACRE OR 580.08 SF OF LOT AREA PER UNIT =110 UNIT	PROVIDED: 110 UNITS
BUILDING HEIGHT:	ALLOWED: 75' ABODE CROWN OF ROAD TO RIDGE	PROVIDED: 53'
BUILDING SETBACKS: B-2	REQUIRED: STREET FRONT 25'-0" MIN. REAR 20'-0" STREET SIDE 15'-0" SIDE INTERIOR 0'-0" /15 ADJACENT TO RESIDENTIAL DISTRICT.	PROVIDED: 54'-0" 28'-3" N/A 15'-0" & 0"
BUILDING SETBACKS: R-4H HOTEL/APARTMENT HOUSE DISTRIC	REQUIRED: OVER 35' HEIGHT STREET FRONT 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =54'-0" PROVIDED REAR 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =65'-9" PROVIDED SIDE INTERIOR 63 DEGREE LINE PROJECT FROM THE INTERIOR SIDE PROPERTY LINES:	
PARKING STANDARDS:	REQUIRED: FOR HOTEL: 80 UNIT FIRST -40 X 1 40 SPACES REMAINDER-70 X .5 35 SPACES TOTAL 75 SPACES FOR RESTAURANT: 3500 SF/50= 70 SPACES FOR BAR: 834 SF / 50=17 SPACES E TOTAL REQUIRED : 162 SPACES	PROVIDED: 174 SPACES
PUBLIC OPEN SPACE	40% OF LOT AREA	19,308 SQ.FT =41.73%
MAX. LOT COVERAGE AS PER B-2 ZONING	40% OF LOT AREA	18,396 SQ.FT =36.4%

LEGAL DESCRIPTION

RICHMOND SUB PB 4-116 S90FT OF LOT 10 & ALL LOTS 11-18-19
RICHMOND SUB PB 4-116 N50FT OF LOT 10 LOT SIZE 2500 SQUARE FEET
26 55 40 .21 AC RICHMOND SUB PB 4-116 N1/2 OF LOT 9 LOT SIZE 66.000 X 140
26 55 40 .21 AC RICHMOND SUB PB 4-116 S1/2 OF LOT 9 LOT SIZE 66.000 X 140

ISSUANCE FOR
☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1 REV2 REV3 REV4

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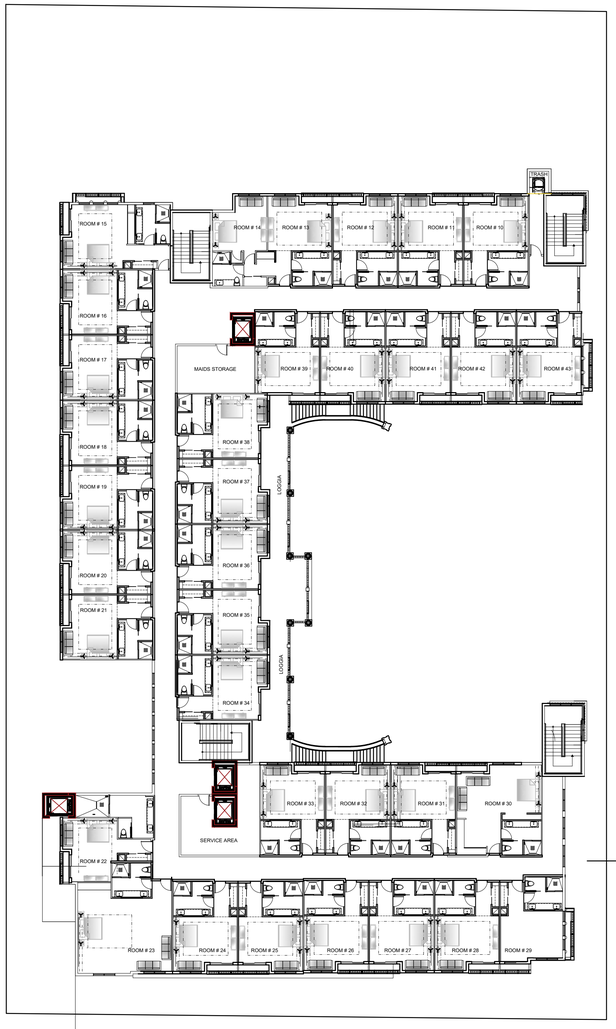
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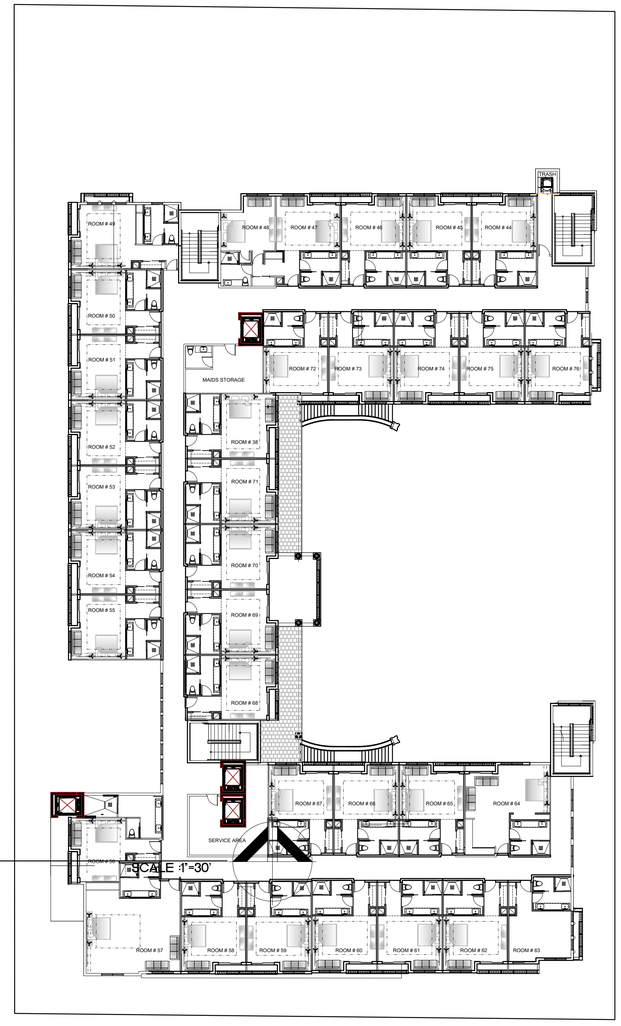
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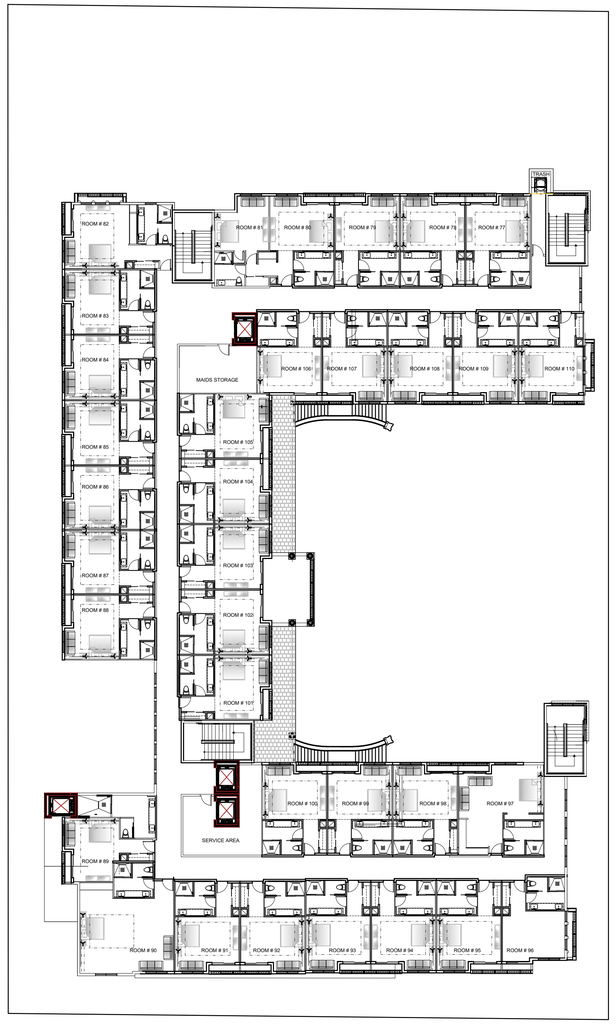
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SECOND STORY (33 HOTEL ROOMS)



THIRD STORY (33 HOTEL ROOMS)



FOURTH STORY (33 HOTEL ROOMS)

SCALE :1"=30'

2ND/3RD/4TH FLOOR

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ISSUANCE FOR

☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1 REV2 REV3 REV4

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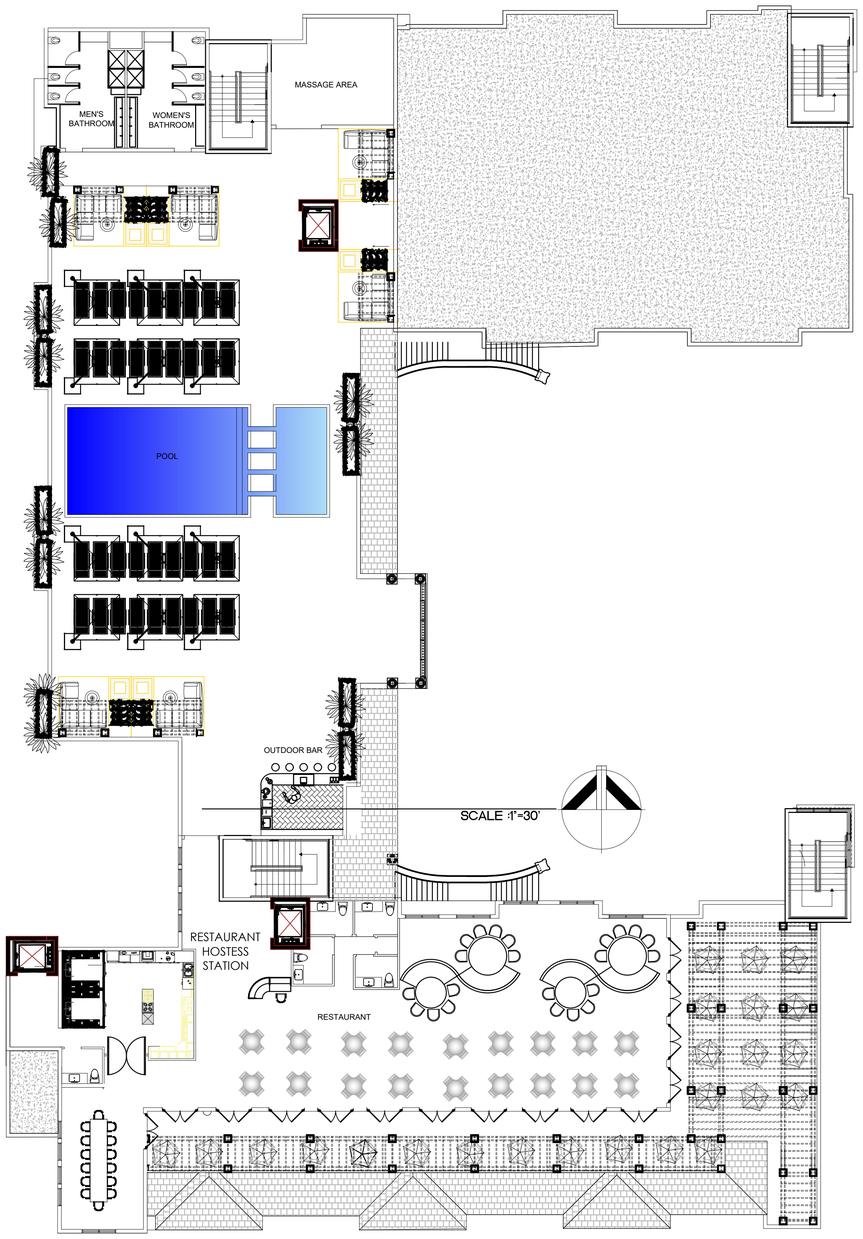
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2ND/3RD/4TH FLOOR

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A-2

of

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2ND/3RD/4TH FLOOR

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ISSUANCE FOR

☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1 REV2 REV3 REV4

AFFIX SEAL HERE

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
PROJECT DATA

Job No: EH-03
Drawn By:
Scale: AS NOTED
Date : 09-10-21

Lot:

Block:

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

E.S.A. QUALITY DESIGN

A-2

of

Attachment E
August 24, 2022 Village Email Response

From: Craig Southern
Sent: Wednesday, August 24, 2022 5:06 PM
To: edesa@bellsouth.net; Ana Ros
Cc: Heidi Siegel
Subject: Pending Deficiency Status | ASPR-21-009 | 7406 SW 168 Street | Hotel
Attachments: 1st Sufficiency Review Sept 27 2021.pdf

Hi Ed,

The four (4) sheets that you emailed on July 18, 2022: *Sheet A-1 Basement/Ground Floor Plan; Sheet A-2 2nd/3rd/4th Floor Plan; Mislabeled Sheet A-2 Roof Plan and Mislabeled Sheet A-2 Elevation Plan*; are not a sufficient resubmittal. Please reference the Sufficiency Review Letter from September 27, 2021 and provide an official Response Letter with the required documents and traffic study, addressing how each comment/deficiency has been addressed for the pending requirements with the 2nd resubmittal.

Additionally, please insert the revised "Approval Signature Block" that is required to each page of the Plan Set for **ASPR-21-009**.

If you have any questions, would like additional information or simply need to discuss the Sufficiency Review Letter comments in more detail, please do not hesitate to contact me at (305) 259-1274 or via email at csouthern@palmettobay-fl.gov

Sincerely,
Craig Southern

Craig Southern, CFM
Village Planner
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
csouthern@palmettobay-fl.gov
Office | 305-259-1274

From: edesa@bellsouth.net <edesa@bellsouth.net>
Sent: Wednesday, August 24, 2022 4:28 PM
To: Craig Southern <csouthern@palmettobay-fl.gov>
Cc: edesa@bellsouth.net
Subject: [EXT] status

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Good afternoon Craig trying to get an update on status of application for the hotel site and whats needed to move it forward. As you know time is a factor and we want to proceed with this application.

Attachment F
September 19, 2022 Submittal #3

Jerry B. Proctor, P.A.

September 19, 2022

Mr. Craig Southern, CFM
Village Planner
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: ave

Re: ENL Investments, LLC
Property: 7253 and 7271 SW 168 Street, Palmetto Bay
Folio Nos.: 33-5026-002-0031, 33-5026-002-0021, 33-5026-002-0020, 33-5026-002-0020, 33-5026-002-0030
ASPR Application No.: ASPR -21-009 (filed September 13, 2021)

Dear Mr. Southern:

Please accept this letter of intent, and accompanying plan drawings, in conjunction with existing Administrative Site Plan Review (ASPR) Application No., 21-009, originally filed and accepted by your Department on September 13, 2021. The undersigned represents ENL Investments, LLC ("Applicant") in this matter.

To supplement the original submittal, I am enclosing multiple sets of the following documents:

1. Revised site plan, prepared by ESA Architects, illustrating 80 proposed hotel rooms, required parking (including a garage structure), and plentiful common space and amenities including a quality restaurant.
2. Property Survey.
3. Floor plans illustrating all levels of development in accordance with comments issued on August 24, 2022.
4. Elevation plans in accordance with comments issued on August 24, 2022.
5. Landscaping plans.
6. Basic civil engineering plans.
7. Grading and drainage (stormwater) plans.
8. Photometric plans.

The plans comply with the following statistical requirements in the underlying B-2 zoning district, and by reference, the R-4H District which governs proposed hotels:

7600 SW 57 AVENUE, SUITE 210, SOUTH MIAMI, FL 33143
786.536.7037 JPROCTOR@PROCTORPA.COM

1. The proposed landscape plans provide the required amount of green space, and quantity and size of trees, and provide plentiful screening to adjacent residential areas, in accordance with Section 30-50.14(c)(3) and (4).
2. The screening and buffering elements insure compatibility with surrounding uses, in accordance with Section 30-50.14(c)(5).
3. Vehicular impact along the north (SW 167 Street) property line is limited to egress only, to reduce impact on the surrounding community.
4. A 6-foot high CBS wall is proposed along the north property line and along the portion of the east property line that abuts residential development.
5. The development does not exceed a lot coverage of 0.40, in accordance with Section 30-50.14(f).
6. All structures comply with building setbacks stipulated in Section 30-50.14(f), including the 63 degree side setbacks stipulated in Section 30-50.14(f)(1)(c).
7. The overall building height of 70 feet complies with Section 30-50.149(g).
8. Floor Area Ratio – 1.48 in compliance with Section 30-50.14(h)
9. Minimum hotel unit counts for accessory commercial uses in Section 30-50.14(o) do not apply because, because the underlying Property is zoned B-2 and the proposed restaurant is a permitted use in the B-2 District,

In addition to these submittals, please consider the following information:

1. Pursuant to Section 30-30.5, the site plan provides a revised parking "legend" in accordance with the Village's initial review report, dated September 27, 2021.
2. Pursuant to Section 30-30.2(k), the Applicant will seek, all required permits prior to construction, including the following permits referenced by other government agencies:
    a. Miami-Dade County Division of Environmental Resources Management (DERM) - Review and approval of development plans.
    b. Miami-Dade County Water and Sewer Department – Review and approval of Water and Sewer Agreement, and utility development plans.
    c. Miami-Dade County Fire Department – Review and approval of development plans.
    d. Miami-Dade County – Assessment and satisfaction of applicable impact fees.
    e. Miami-Dade County – Any required business licenses.
3. Prior to permit issuance, the Applicant will address any relevant Village inquiries regarding traffic and safety, including:
    a. Site circulation.
    b. Visual clearances or obstructions.
    c. Angle and location of driveways.
    d. Elevation of driveways.

e. Compliance with the Transportation Element of the Village's Comprehensive Plan.

We believe that the Applicant's Property of over one (1) acre in size, with access on SW 168 Street, offers the only practical size and location for a hotel facility in this area that is currently under intensive study by the Village. This proposal:

1. Proposes a use (hotel) that is permitted by right in the Land Development Code and the Future Land Use Element of the Comprehensive Plan.
2. Proposes a use that will provide high quality services, services that will bring visitors to the Village, and provide commercial services (restaurant) to the residents of and visitors to the Village. The use would implement visionary planning and result in quality services in accordance with Goal 1 of the Future Land Use Element.
3. Proposes a hotel at the gateway (SW 168 Street) to the Deering Estate, a destination in South Miami-Dade County and a focal point for outdoor activities in Palmetto Bay. The Property is also located in close proximity to Thalatta Estate, which is another local destination where visitors sometimes need temporary lodging.

Thank you for your consideration.

Sincerely,

Jerry B. Proctor, P.A.
Jerry B. Proctor
President

PROJECT DATA

SITE INFORMATION		
NET LOT AREA:	46,264 SQFT. 1.06 ACRES	
GROSS LOT AREA:	50,414 SF= 1.16 ACRES	EXTENDED TO CL OF STREET FOR PURPOSES OF CALCULATING DENSITY.
ZONING DESIGNATION:	B-2 BUSINESS DISTRICT / R-H DISTRICT REGULATIONS IN HOTELS	
USE:	HOTEL	
DENSITY:	ALLOWED: MAX 75 UNIT PER ACRE OR 580.08 SF OF LOT AREA PER UNIT =80 UNIT	PROVIDED: 80 UNITS 15 UNIT TYPE A. 1 UNIT TYPE B. PER FLOOR X5 FLOOR =80 UNITS
BUILDING HEIGHT:	ALLOWED: 75' ABODE CROWN OF ROAD TO RIDGE	PROVIDED: 75'
BUILDING SETBACKS: B-2	REQUIRED: STREET FRONT 25'-0" MIN. REAR 20'-0" STREET SIDE 15'-0" SIDE INTERIOR 0'-0" /15 ADJACENT TO RESIDENTIAL DISTRICT.	PROVIDED: 37'-0" 37'-0" N/A 25'-0"
BUILDING SETBACKS: R-4H HOTEL/APARTMENT HOUSE DISTRICT	REQUIRED: OVER 35' HEIGHT STREET FRONT 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =37'-0" PROVIDED REAR 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =37'-0" PROVIDED SIDE INTERIOR 63 DEGREE LINE PROJECT FROM THE INTERIOR SIDE PROPERTY LINES.	
PARKING STANDARDS:	REQUIRED: FOR HOTEL:80 UNIT FIRST -40 X 1 40 SPACES REMAINDER-40 X .5 20 SPACES TOTAL 60 SPACES FOR RESTAURANT: 4,000 SF/50= 80 SPACES FOR POOL: 4,893 SF / 50 /4= 25 SPACE FOR HOTEL OFFICE± 1,107 SQFT. (12 EMPLOYEES) 1 SPACE FOR EVERY 4 EMPLOYEES =3 SPACE TOTAL REQUIRED : 168 SPACES	PROVIDED: 183 SPACES
HANDICAP PARKING	ONE PER EVERY 25= 183/25= 8	8 HC PARKING SPACES
PUBLIC OPEN SPACE	40% OF LOT AREA = 18,506 SQFT.	31,871 SQFT =69%
LOT COVERAGE	40% OF LOT AREA = 18,506 SQFT.	14,393 SQFT =31%
MAX. FAR AS PER R-4H ZONING	1.60 = 74,022 SQFT.	65,884 SQFT = 148
MAX. HEIGHT AS PER R-4H ZONING	WIDTH OF RIGHT OF WAY= 70'.	70'-0"

LEGAL DESCRIPTION

RICHMOND SUB PB 4-116 S90FT OF LOT 10 & ALL LOTS 11-18-19
RICHMOND SUB PB 4-116 N50FT OF LOT 10 LOT SIZE 2500 SQUARE FEET
26 55 40 .21 AC RICHMOND SUB PB 4-116 N1/2 OF LOT 9 LOT SIZE 66.000 X 140
26 55 40 .21 AC RICHMOND SUB PB 4-116 S1/2 OF LOT 9 LOT SIZE 66.000 X 140

PROJECT NUMBER: ASPR-21-009
ZONING DISTRICT: B-2 BUSINESS DISTRICT/ R-H REGULATIONS IN HOTELS
FLOOD ZONE: ZONE X
FEMA FIRM MAP PANEL 12086C06001L effective 9/11/2009

INDEX

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A-4	GROUND FLOOR LIGHTING PLAN	A-14	SIXTH FLOOR PLAN
A-5	SECOND FLOOR LIGHTING PLAN	A-15	SEVENTH FLOOR PLAN
A-6	GROUND FLOOR DRAINAGE PLAN	A-16	ELEVATIONS
A-7	SECOND FLOOR DRAINAGE PLAN	A-17	ELEVATIONS
A-8	BASEMENT PLAN		
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E.S.A. QUALITY DESIGN

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117 AVE #B107, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381
EMAIl: esadesign2@gmail.com

OWNER
ENL Investments LLC; Eric Haas

STRUCTURAL ENGINEER
JOSE GUZMAN
jguzmanalba@aol.com

MEP ENGINEER
ENRIQUE FERNANDEZ
eandkengineering@gmail.com

OLD CUTLER INN HOTEL
7406 SW 168TH STREET
PALMETTO BAY, FLORIDA
DATE OF SUBMITTAL 09/19/2022

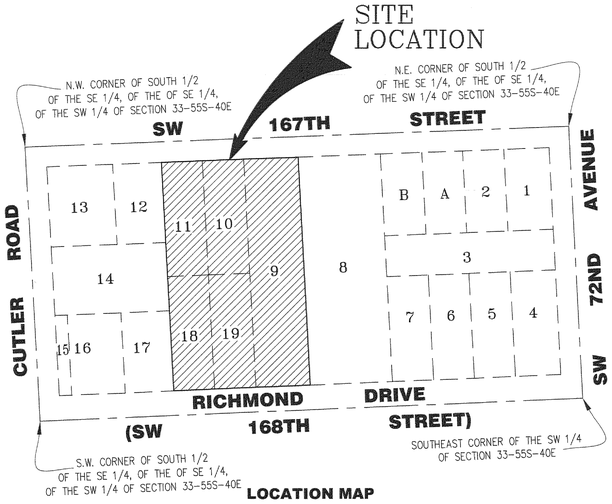
RECEIVED
Zoning Department
Sept. 19.2022
Village of Palmetto Bay
Building & Zoning Department
By: AVC

STATE OF FLORIDA
EDWARD SILVA
AR0011131
REGISTERED ARCHITECT
9/19/22

ALL OTHER PROFESSIONALS (CIVIL) SHALL BE IDENTIFIED AT TIME OF CONSTRUCTION DOCUMENT SUBMITTAL

Building permit application(s) and all other development order application(s). A development order application is an action pursuant to Chapter 30, taken after public hearing or an administrative development review as development shall be filed with the appropriate department, and shall be reviewed by all the various departments needed as per the applicable regulating authority, including Miami-Dade County and village public works, building, parks, and all outside agencies, including but not limited to the Miami-Dade County School Board, Miami-Dade County Fire Department, PERA,

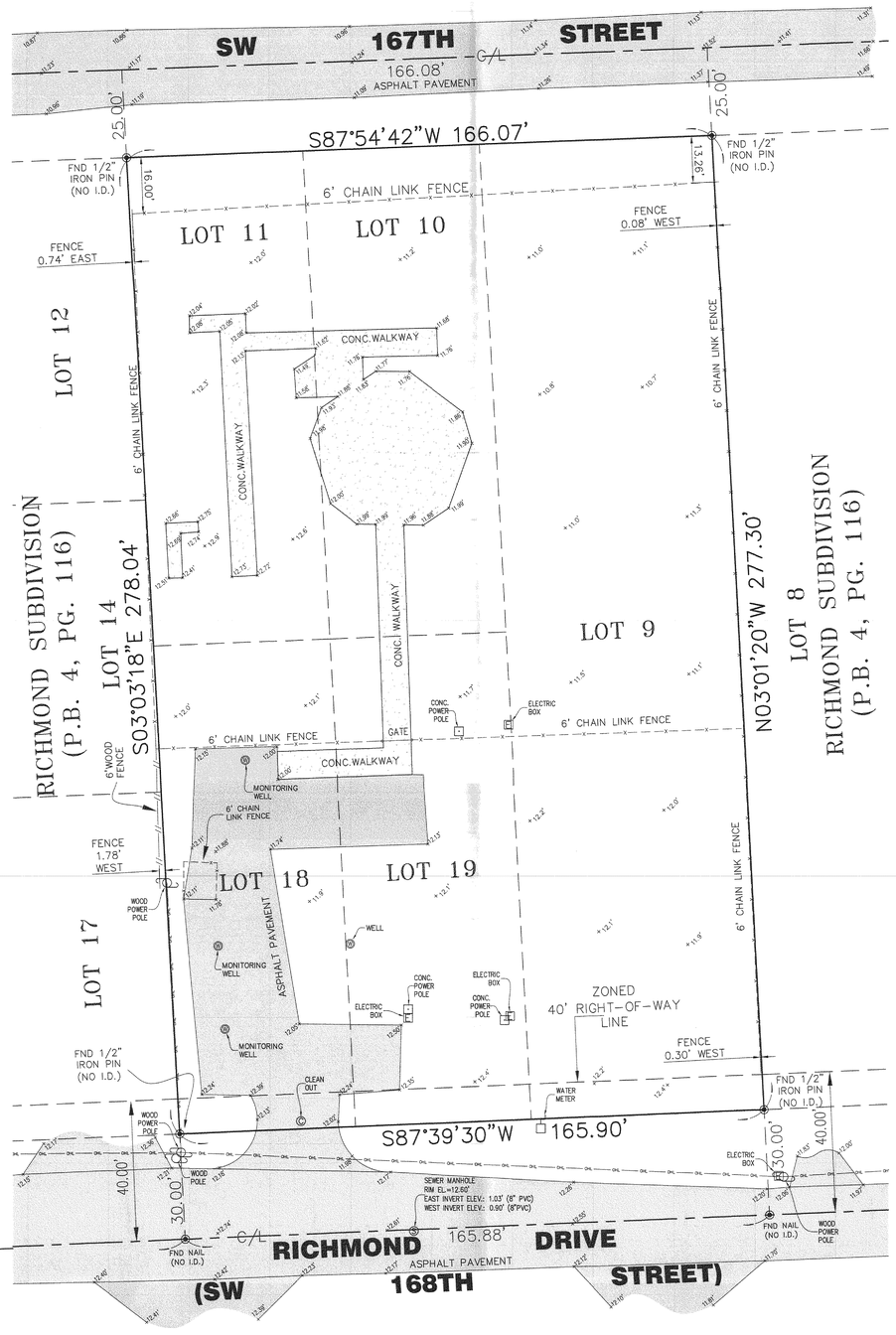
ASPR-21-009



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



SYMBOL LEGEND

ABBREVIATION	SYMBOL	DEFINITION
		ALUMINUM LIGHT POLE
		BELLSOUTH MANHOLE
		BELLSOUTH TELEPHONE BOX
		BENCHMARK
		CABLE BOX
		CATCH BASIN
C/L		CENTERLINE
		CLEAN OUT VALVE
CLR.		CLEAR
C.L.F.		CHAIN LINK FENCE
CONC.		CONCRETE
C.B.S.		CONCRETE BLOCK STRUCTURE
		CONCRETE LIGHT POLE
		CONCRETE POWER POLE
		CONTROL VALVE
		DRAINAGE MANHOLE
		DRILL HOLE
		DUAL POLE SIGN
		ELECTRIC BOX
		ELECTRIC METER
E.W.O.H.		ELECTRIC WIRE OVERHEAD
ELEV.		ELEVATION (EXISTING)
ELEV.		ELEVATION (PROPOSED)
F.F.		FINISHED FLOOR
		FIRE HYDRANT
		FIRE MAIN VALVE
		FLORIDA POWER AND LIGHT COMPANY MANHOLE

ABBREVIATION	SYMBOL	DEFINITION
		FORCE MAIN VALVE
FND.		FOUND
GAR.		GARAGE
		GAS MANHOLE
		GAS METER
		GAS VALVE
		GUARD POST
		IRON FENCE
I.P.		IRON PIPE
L.A. R/W		LIMITED ACCESS RIGHT OF WAY
		MAIN SEWER VALVE
		MAIL BOX
		MANHOLE
MEAS.		MEASURED
		MONUMENT
		NAIL
N. & D.		NAIL AND DISC
O/L		ON LINE
P.B.		PLAT BOOK
P.C.		POINT OF CURVATURE
P.C.P.		PERMANENT CONTROL POINT
PG.		PAGE
P/L		PROPERTY LINE
P.R.M.		PERMANENT REFERENCE MONUMENT
		RAIL ROAD CROSSING SIGN
REC.		RECORDED INFORMATION
R/W		RIGHT OF WAY

ABBREVIATION	SYMBOL	DEFINITION
SEC.		SECTION
		SECTION CORNER
		SEWER MANHOLE
		SIGN
		SPRINKLER VALVE
		SQUARE CUT AND NAIL
		STORM MANHOLE
		STREET LIGHT BOX
		STREET SIGN
		TELEPHONE BOX
		TELEPHONE MANHOLE
		TRAFFIC SIGN
		TRAFFIC SIGNAL BOX
2' EASM'T.		2' EASEMENT
6' UTILITY EASEMENT		6' UTILITY EASEMENT
10' UTILITY EASEMENT		10' UTILITY EASEMENT
12' UTILITY EASEMENT		12' UTILITY EASEMENT
		VALVE
		WATER METER
		WATER VALVE
W.F.		WELL
		WOOD FENCE
		WOOD POWER POLE
		ASPHALT
		BRICK
		CONCRETE
		TILE

LEGAL DESCRIPTION:

Lots 9, 10, 11, 18 and 19, Richmond Subdivision, according to the ma or plat thereof, as recorded in Plat Book 4, Page 116, Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

1) The herein captioned Property was surveyed and described based on the Legal Description provided by the client.

2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. TITLE POLICY NOT REVIEWED.

3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of Miami-Dade County, Examination of TITLE POLICY NOT REVIEWED will have to be made to determine recorded instruments, if any affecting this property.

4) Accuracy: The expected use of the land, is "SUBURBAN", the minimum relative distance accuracy for this type of boundary survey is 1 foot in 7,500 feet, the accuracy obtained by measurement and calculation of a closed geometric figure was and conforms to the found to exceed this requirement, Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

5) Underground foundations and/or footings, if any, that may cross beyond the boundary lines of the subject property unto any other adjacent property are not shown hereon.

6) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

7) Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.

8) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

9) Ownership subject to OPINION OF TITLE.

10) Type of Survey: Boundary Survey.

11) Property Area: 25,435.04 sq. ft. or 0.58 Acres +/-.

12) North arrow direction and Bearings shown hereon are based on assumed value of N87°39'30"E, along the South line of Southwest 1/4 of Section 26, Township 55 South, Range 40 East, Township Map 55 South, Range 40 East, Miami-Dade County Public Works Department.

13) Elevations are based on: National Geodetic Vertical Datum, 1929.

14) Miami-Dade County Bench Mark Used: CD-10-R Elevation: 12.32' (N.G.V.D.29)

15) Bench Mark Location:
SW 168th Street ------- 43' NORTH OF CENTER LINE
OLD CUTLER Road ------- 49.4' WEST OF CENTER LINE
BRASS BAR IN CONCRETE MONUMENT

16) Property Address:
VACANT
7271 SW 168th STREET
Palmetto Bay, FL 33157

17) Flood Zone: "X"
Base Flood Elev.= N/A
AS PER FEMA Panel Number: 12086C606L
Community Number: 120635 (Miami-Dade Unincorporated Areas)
Date: September 11, 2009.

18)This PLAN OF SURVEY, has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party:
a. ENL INVESTMENTS, LLC

19) Field Book: N/A, PG. N/A Project No.: 22-048-5300 Data Collector: ENLINVE.txt

20) This Map of Survey is intended to be displayed at a scales of One inch equals of 20 feet or smaller.

RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: CJC

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the BOUNDARY SURVEY of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17.052 (Formerly 61G17-6), Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

FORD, ARMENTEROS & FERNANDEZ, INC, LB 6557

Original Field Work Survey Date: September 19th, 2022
Revision 1:

RICARDO RODRIGUEZ LICENSE No. 5936 STATE OF FLORIDA Professional Surveyor & Mapper

Digitally signed by Ricardo Rodriguez
Date: 2022.09.19 13:11:40 -04'00'

By: _____
Ricardo Rodriguez, P.S.M. for the Firm
Professional Surveyor and Mapper
State of Florida, Registration No. 5936

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805
L.B. No. 6557

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RECORD OF REVISION

No.	DATE	DESCRIPTION	BY	APP.

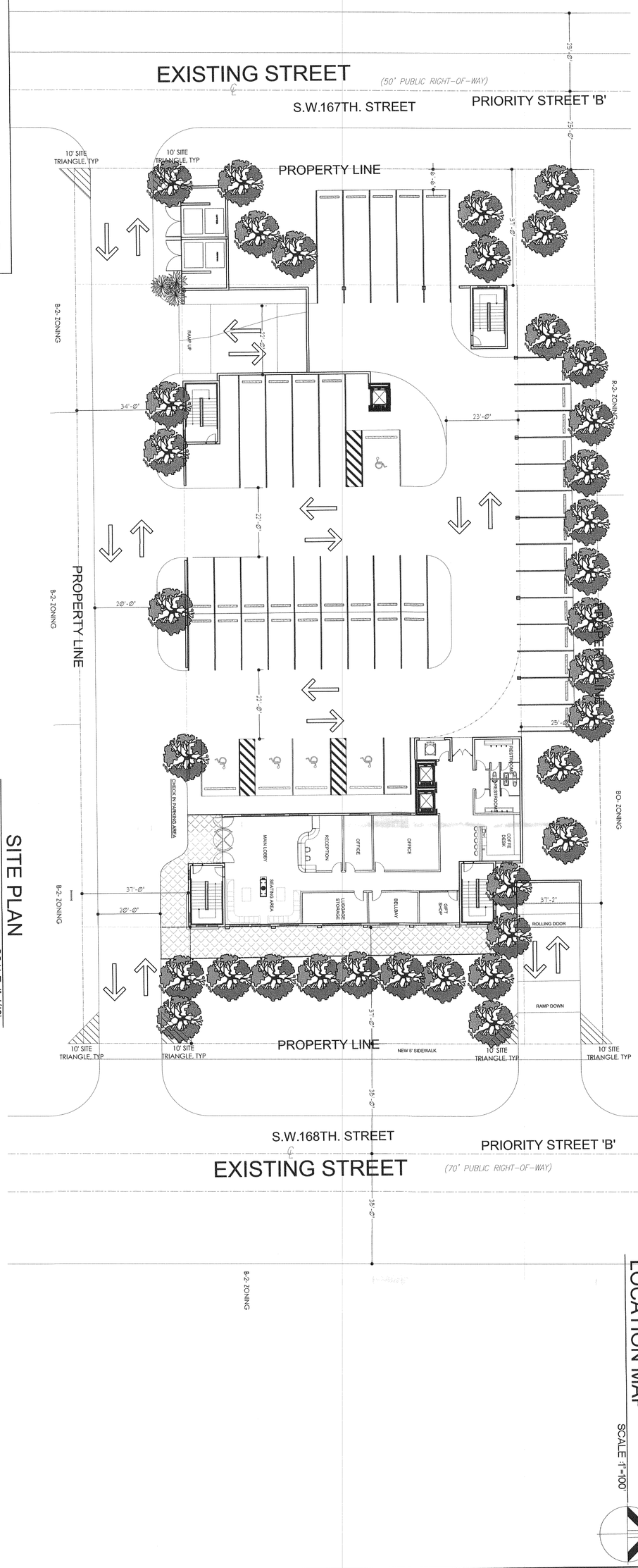
7271 SW 168TH STREET

TYPE OF PROJECT: BOUNDARY SURVEY
SHEET NAME: LEGAL DESCRIPTION, SURVEYOR NOTES AND LOCATION MAP
CLIENT: ENL INVESTMENTS, LLC
CLIENT ADDRESS: 7406 SW 169th TERRACE MIAMI, FL 33157
PROJECT LOCATION: SECTION 26, TOWNSHIP 55 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA

SCALE: AS SHOWN
DRAWN BY: R.R.
CHK. CHECKED BY:
QUALITY CONTROL:
DATE: SEPTEMBER 19th, 2022
PROJECT No: 22-048-5300
SHEET: 1 OF 1 SHEETS

Q:\FORD COMPANIES\Engineering & Surveying\Survey\BOUNDARY\22-048-5300 7271 SW 168TH STREET\22-048-5300 7271 SW 168TH STREET.dwg

ASPR-21-009



SITE PLAN

SCALE :1"=1/16'



LOCATION MAP

SCALE :1"=100'

DESIGNS, DRAWINGS AND RELATED DOCUMENTS PREPARED BY E.S.A. DESIGN GROUP ARE INSTRUMENTS OF SERVICE FOR THE EXECUTION OF THE WORK AND ARE THE PROPERTY OF E.S.A. DESIGN GROUP WHETHER THE WORK BE EXECUTED OR NOT, AND E.S.A. DESIGN GROUP RESERVES COPYRIGHT THEREIN AND IN THE WORK THEREFROM AND THEY ARE NOT TO BE USED WITHOUT PROPER COMPENSATION OR FOR ANY OTHER WORK WITHOUT THE PRIOR WRITTEN CONSENT OF E.S.A. DESIGN GROUP. REPRODUCTIONS OF DRAWINGS AND OR SPECIFICATIONS WITHOUT WRITTEN CONSENT IS PROHIBITED.

A-1 of

E.S.A. QUALITY DESIGN

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

Job No.: EH-03
Drawn By:
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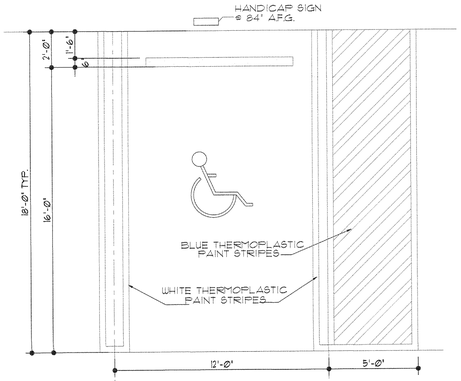
Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SITE PLAN & LOCATION MAP

RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: AVG

REV1
REV2
REV3
REV4
AFFIX SEAL HERE

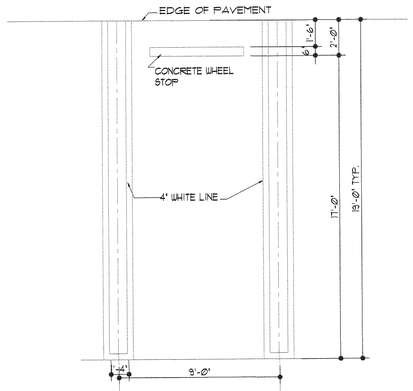
STATE OF FLORIDA · REGISTERED ARCHITECT · EDWARD SILVA · AR0011131

ISSUANCE FOR
☐ SIGNING ☐ CONSTRUCTION ☐ PERMIT



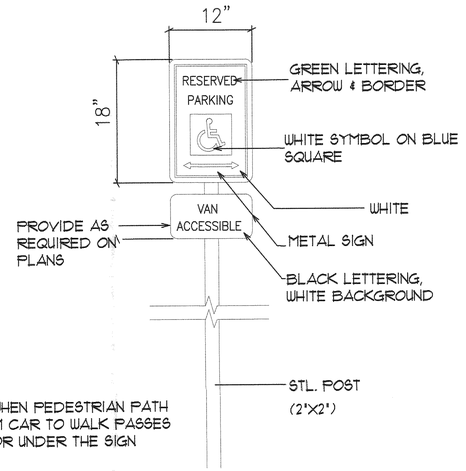
ADA PARKING SPACE

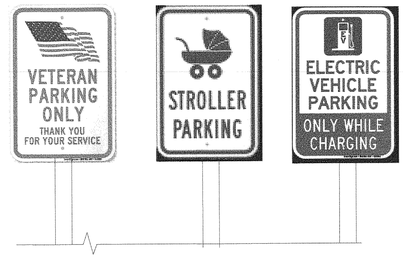
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STANDARD PARKING SPACE

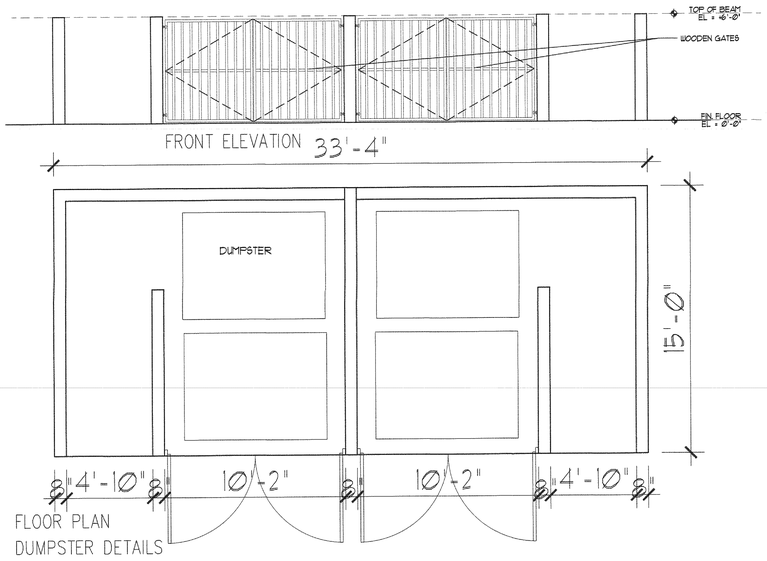
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PARKING SIGNS DETAILS

NTS

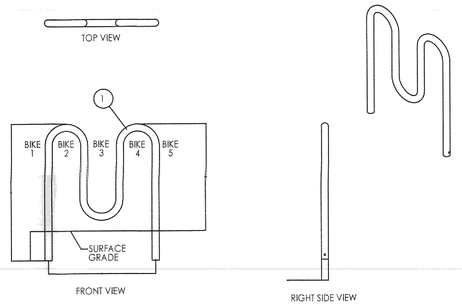


FLOOR PLAN
DUMPSTER DETAILS

sitescapes P.O. Box 22326 Lincoln, NE 68542		PH: 402/421-9464 FX: 402/421-9479	WEBSITE: www.sitescapesonline.com E-MAIL: info@sitescapesonline.com
		INCH TOLERANCES U.O.S.	THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SITESCAPES, INC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SITESCAPES, INC. IS PROHIBITED
TITLE: ECHO BIKE RACK	PRODUCT NO.: EC2-05-EM	FRACTION= ±1/16" ANG= ±1°	

*Available in powder coat and DuraCoat finishes

MATERIALS LIST
(1) Tubing - Ø 2 3/8" x .154" Wall Steel Tubing



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EDWARD SILVA
AR0011131
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RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: AVP

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SITE PLAN DETAILS

Job No.: BH-03
Drawn By:
Scale: AS NOTED
Date: 09-19-22
Lot:
Block:

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

E.S.A. QUALITY DESIGN

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SILVER BUTTONWOOD

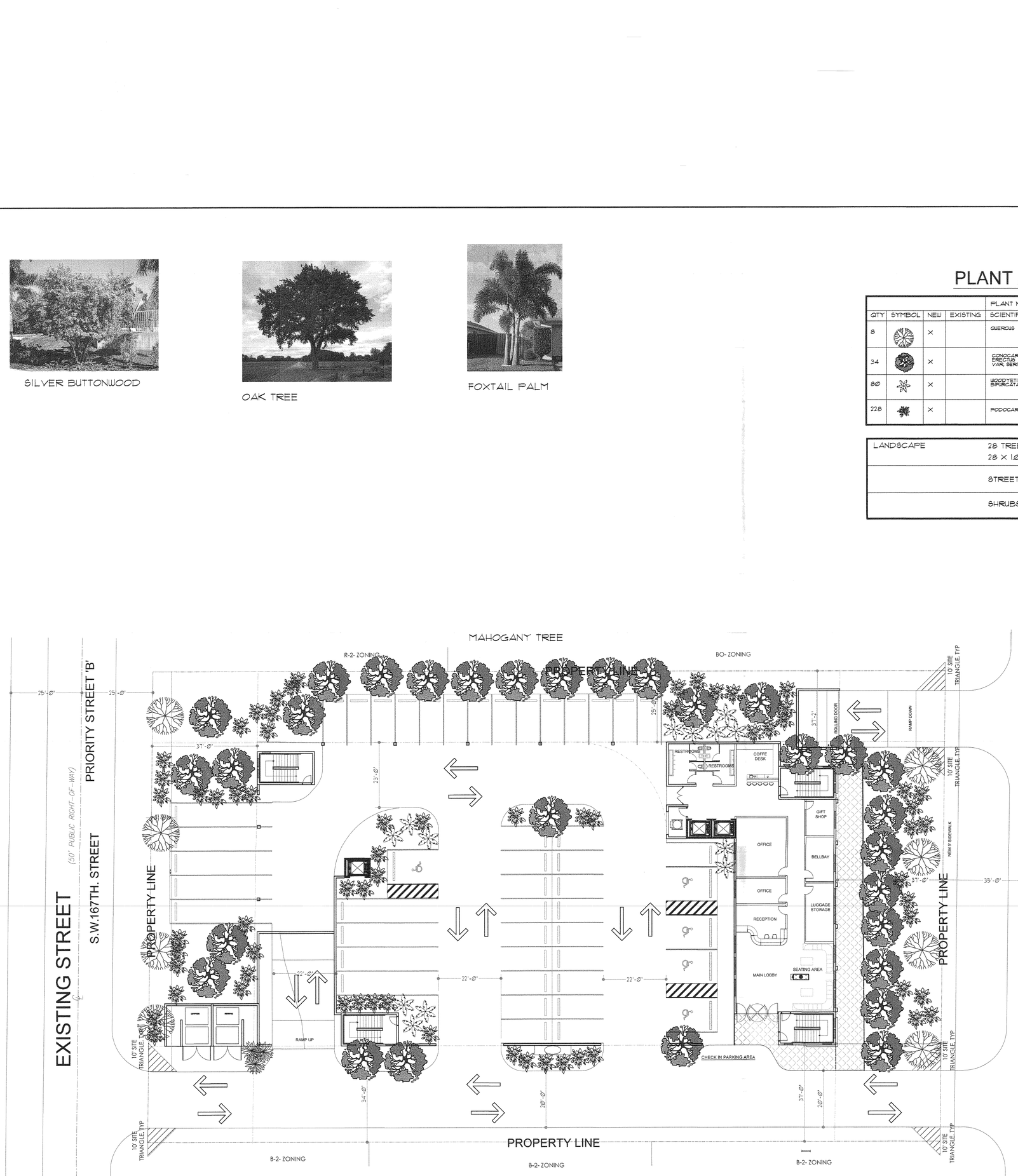
OAK TREE

FOXTAIL PALM

PLANT / TREE SCHEDULE

				PLANT NAME		NATIVE		CALIPER	HEIGHT		CANOPY DIAMETER
QTY	SYMBOL	NEW	EXISTING	SCIENTIFIC	COMMON	YES	NO	INSTALLED	INSTALLED	MATURE (EST)	MATURE (EST)
8		X		QUERCUS	OAK TREE	X		2"	12'	12-15'	15'
34		X		CONOCARPUS ERECTUS VAR. SERICEA	SILVER BUTTONWOOD	X			12'	12-15'	15'
80		X		WODYETIA BIFURCATA	FOXTAIL PALM	X		1-1/2"	8'	25-30'	10'
228		X		PODOCARPUS	EVERGREEN SHRUBS		X				

LANDSCAPE	28 TREES PER ACRE 28 X 1.06 = 30 TREES	30 TREES
	STREET TREES SPACE 35' O.C.	8 TREES
	SHRUBS 10/ REQUIRED TREE	308 TREES



LANDSCAPE PLAN

SCALE :1'=1/16'

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RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: [illegible]

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
LANDSCAPE PLAN

Job No.: EH-03
Drawn By:
Scale: AS NOTED
Date: 09-19-22
Lot:
Block:

E.S.A. QUALITY DESIGN

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

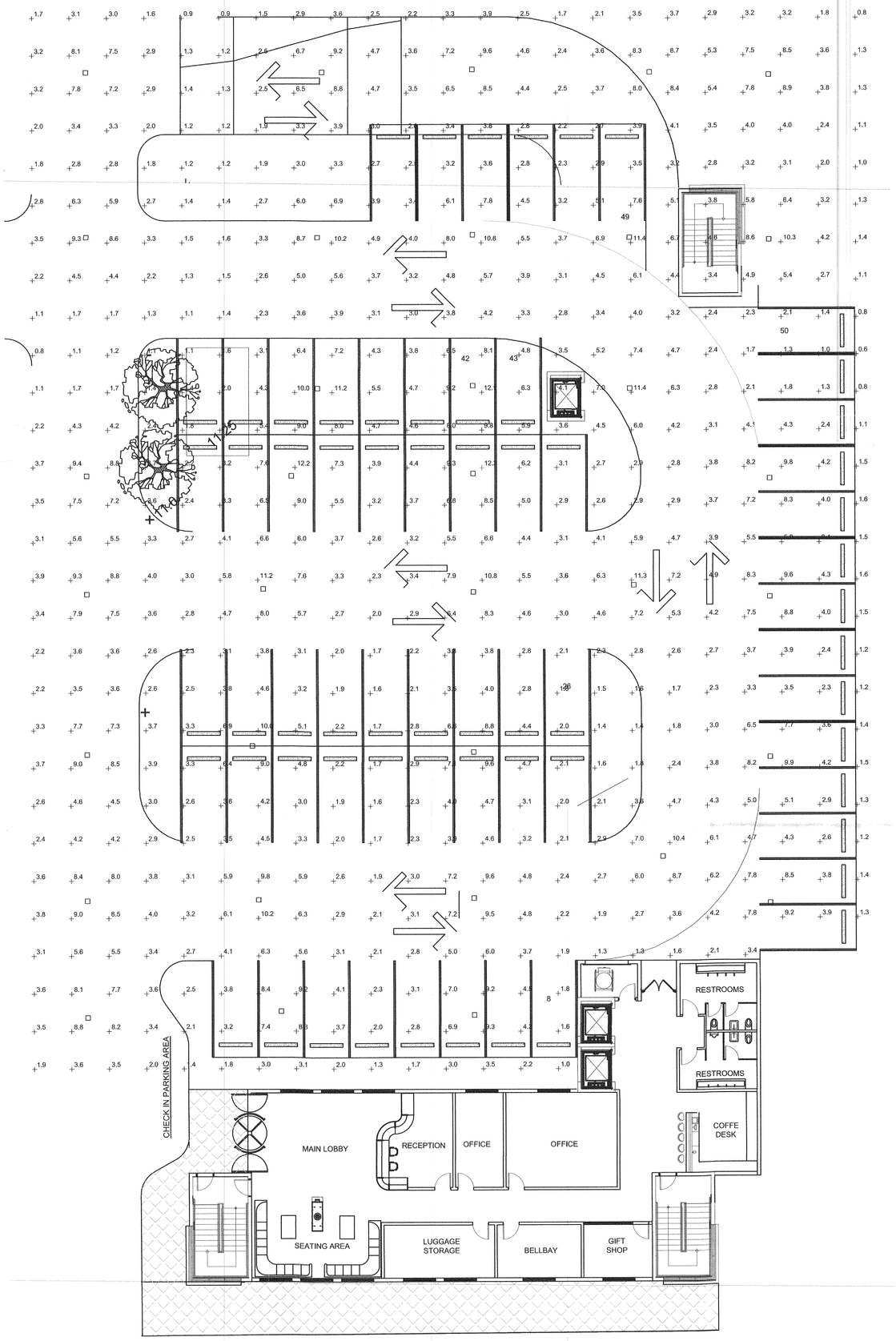
A-3
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GROUND FLOOR LIGHTING PLAN

SCALE 3/32"=1'-0"



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E.S.A. QUALITY DESIGN

A-4 of

Job No.:	EH-03
Drawn By:	
Scale:	AS NOTED
Date:	09-19-22
Lot:	
Block:	

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
GROUND FLOOR LIGHTING PLAN

RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: [illegible]

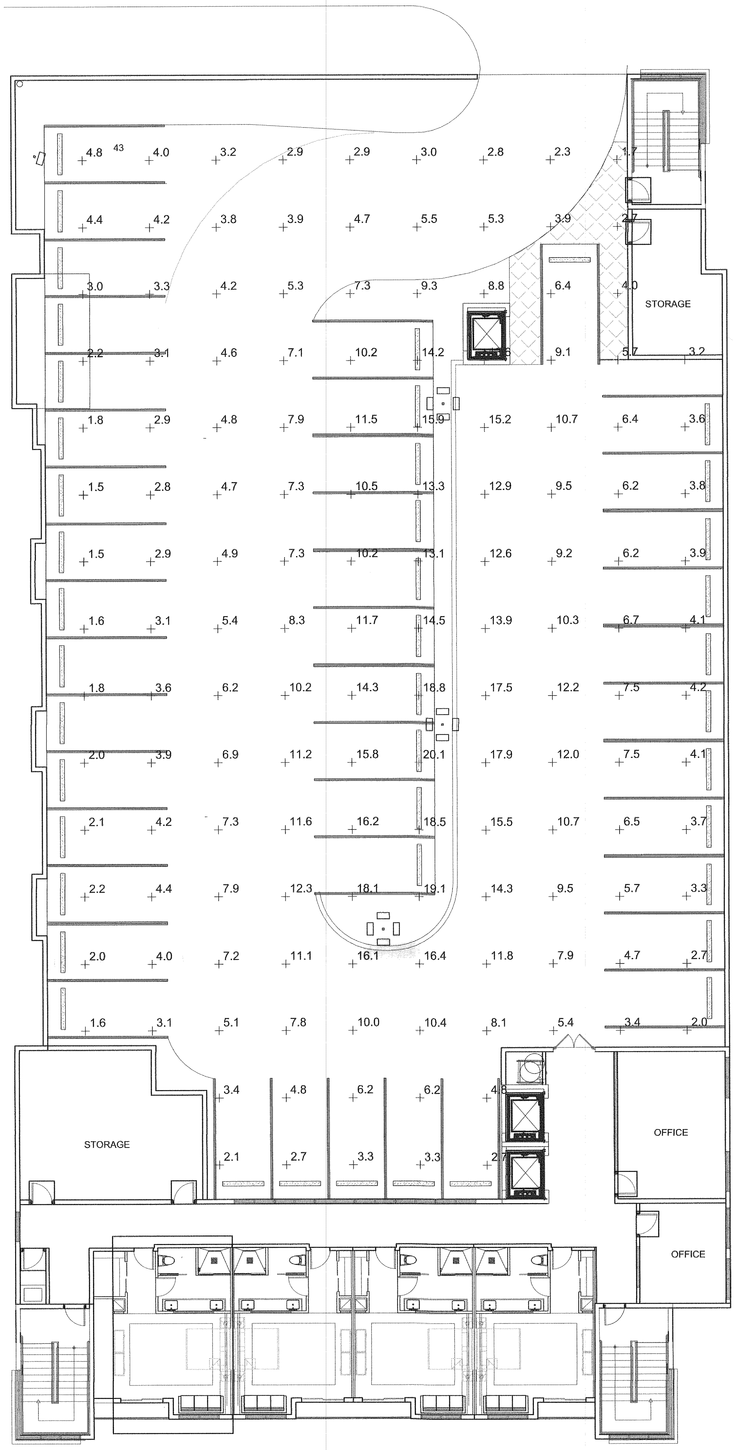
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REV2	
REV3	
REV4	

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SECOND FLOOR LIGHTING PLAN

SCALE: 3/32"=1'-0"

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(305) 275-8383 / FAX - (305) 275-8381

Job No.: EH-03
Drawn By:
Scale: AS NOTED
Date : 09-19-22
Lot:
Block:

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SECOND FLOOR LIGHTING PLAN

RECEIVED
Zoning Department
September 19 2022
Village of Palmetto Bay
Building & Zoning Department
By: avc

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REV1
REV2
REV3
REV4

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GROUND LEVEL DRAINAGE PLAN

SCALE :3/32"=1'-0"

ALL GRADING MUST RESPECT THE ELEVATIONS NOTED ON PLANS. CONTRACTOR PRIOR COMPLETING GRADING MUST PROVIDE A NEW SURVEY WITH ELEVATIONS TO MATCH CONSTRUCTION DOCUMENTS

ELEVATION CHANGE N.T.S.

12.0 UNIT
11.96 HALL
11.50 SIDEWALK

63 PARKING
4,297 SQ.FT BUILDING AREA

S.W.168TH. STREET

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Job No.: EH-03
Drawn By:
Scale: AS NOTED
Date : 09-19-22
Lot:
Block:

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
GROUND FLOOR DRAINAGE PLAN

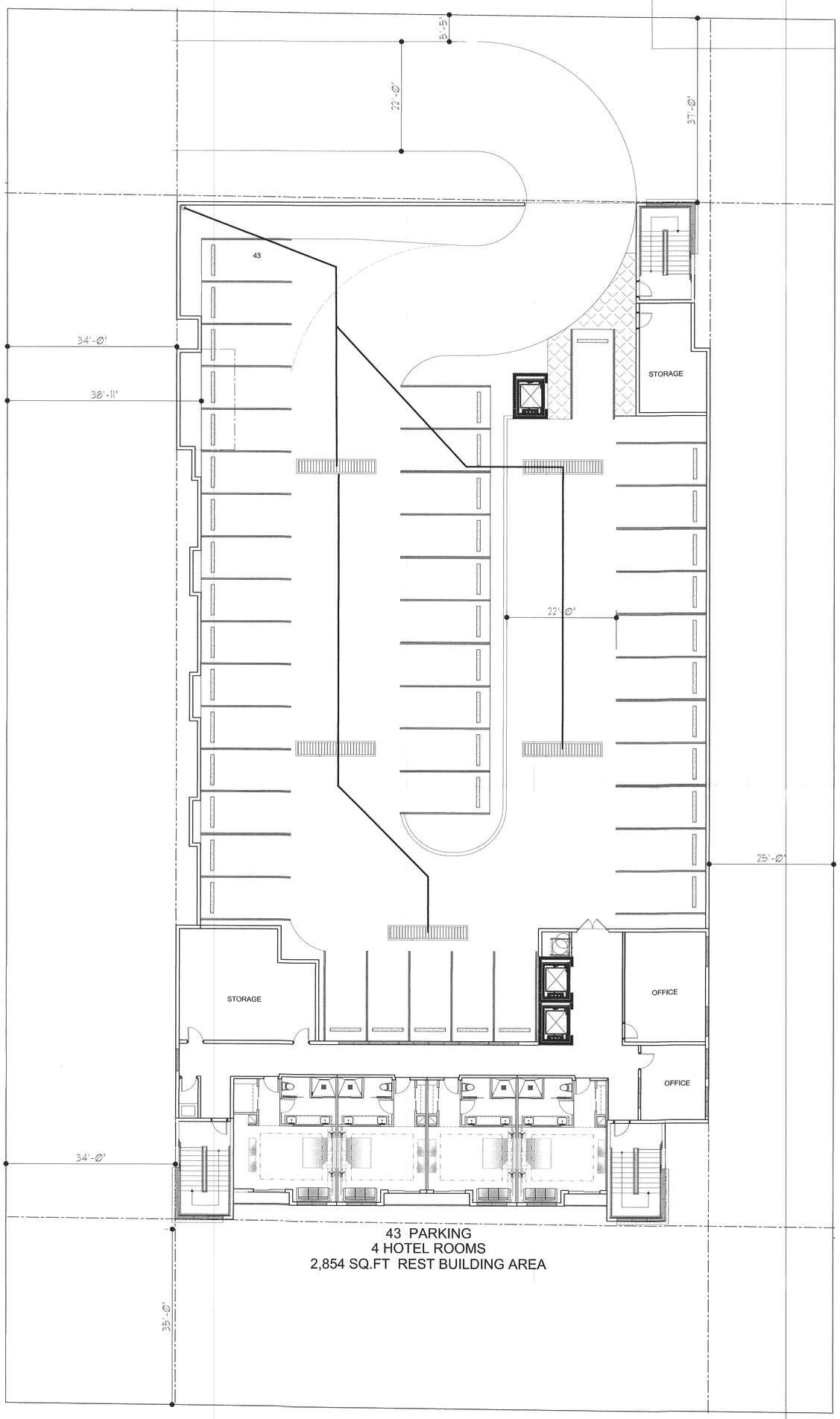
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Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: avs

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REV2
REV3
REV4

EDWARD SILVA AR0011131 REGISTERED ARCHITECT STATE OF FLORIDA

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43 PARKING
4 HOTEL ROOMS
2,854 SQ.FT REST BUILDING AREA

SECOND FLOOR DRAINAGE PLAN

SCALE :3/32"=1'-0"

SECOND STORY

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Job No.: EH-03
Drawn By:
Scale: AS NOTED
Date : 09-19-22
Lot:
Block:

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SECOND FLOOR DRAINAGE PLAN

RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: aus

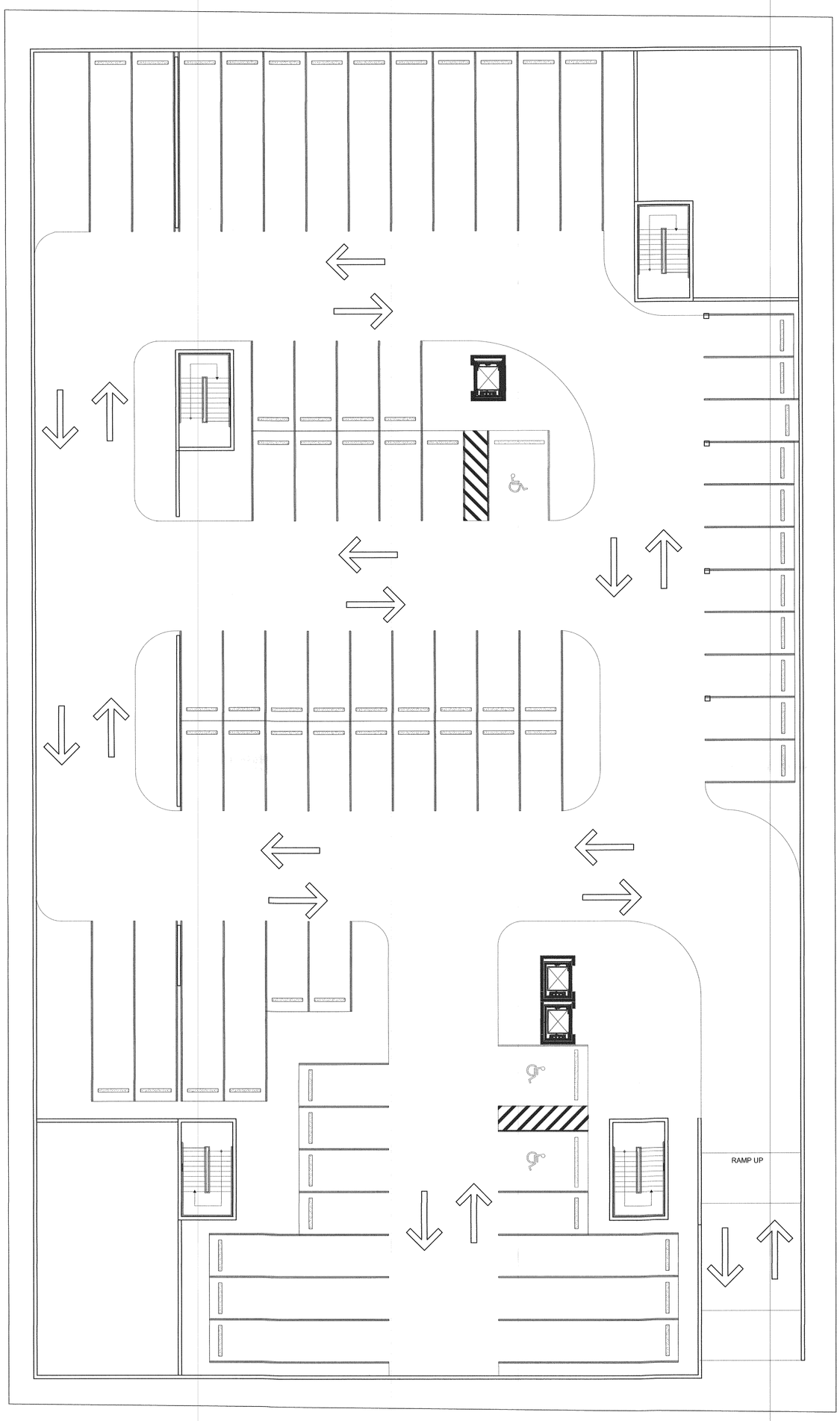
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REV2
REV3
REV4

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BASEMENT PLAN

SCALE: 1"=3/32'

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(305) 275-8383 / FAX - (305) 275-8381

Job No.: EH-03
Drawn By:
Scale: 3/32"=1'-0"
Date : 09-10-21

Lot:

Block:

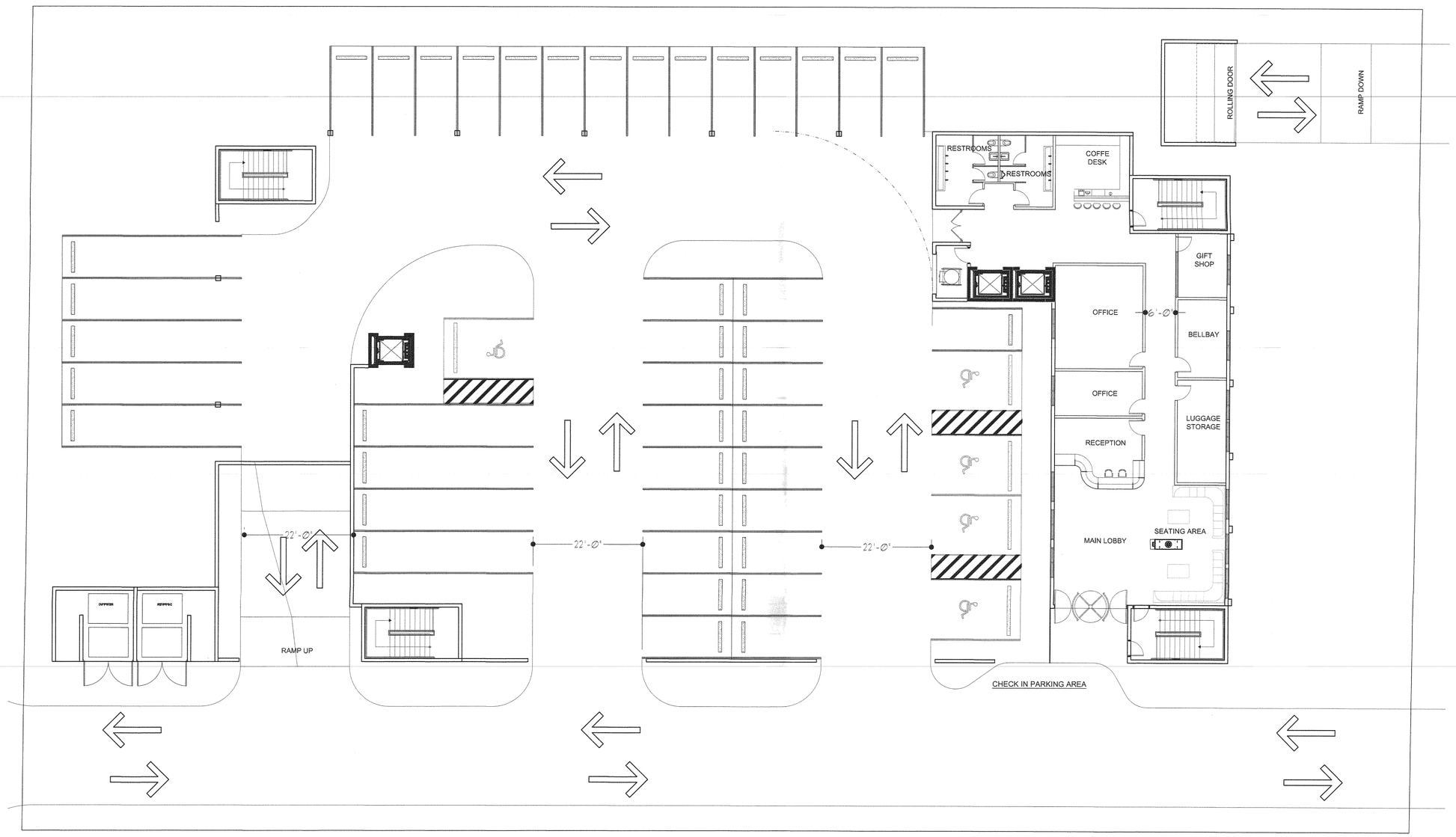
Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
BASEMENT FLOOR PLAN

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Zoning Department
September 19, 2021
Village of Palmetto Bay
Building & Zoning Department
By: a.vc

REVISIONS: REV1, REV2, REV3, REV4

REGISTERED ARCHITECT — EDWARD SILVA — AR0011131 — STATE OF FLORIDA

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GROUND FLOOR PLAN

SCALE :1"=3/32"

ASPR-21-009

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REV1 REV2 REV3 REV4

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Zoning Department
September 8th, 2022
Village of Palmetto Bay
Building & Zoning Department
By: A VC

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
GROUND FLOOR PLAN

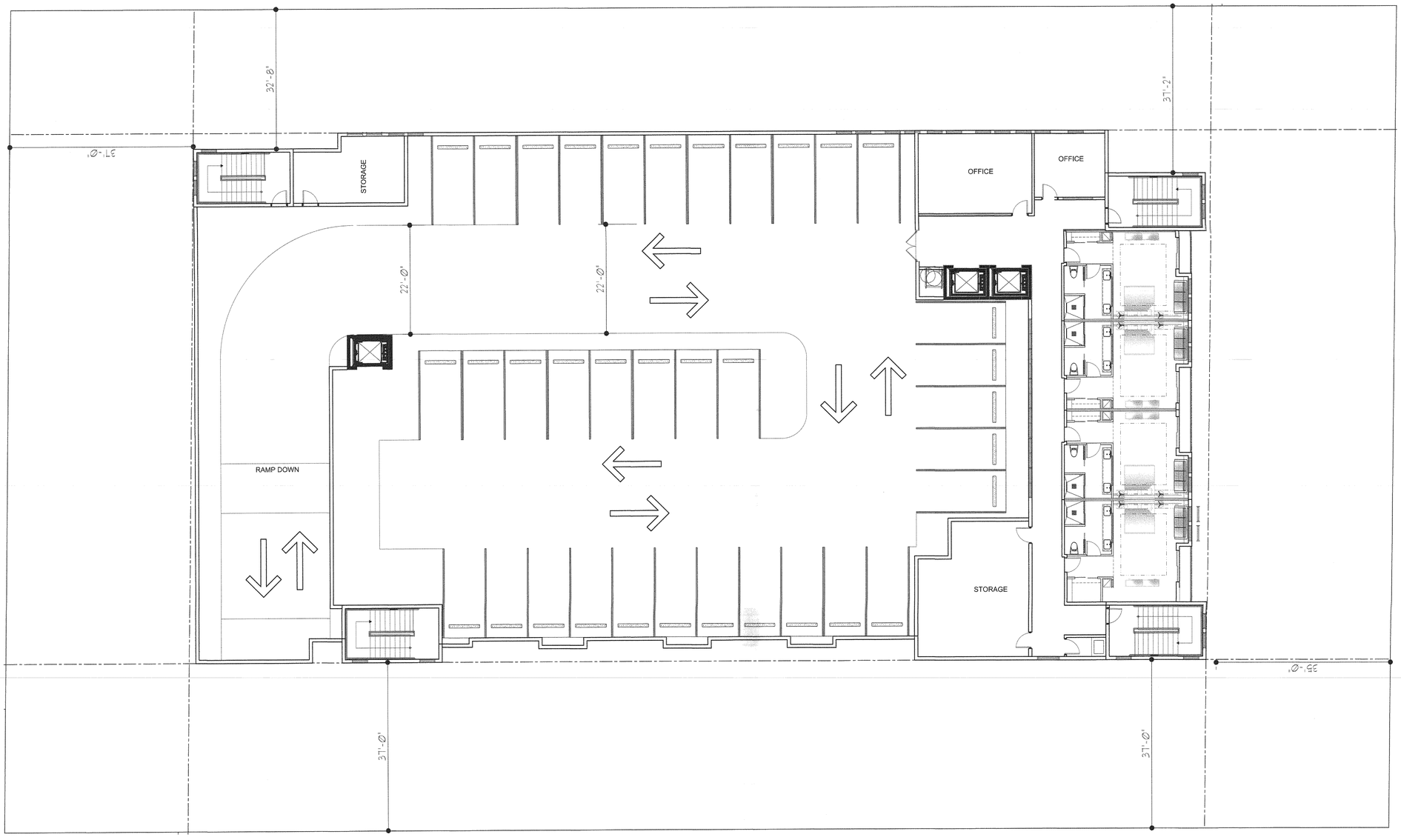
Job No.: EH-03
Drawn By:
Scale: 3/32" = 1'-0"
Date: 09-19-22
Lot:
Block:

EDWARD SILVA, ARCHITECT
REG. No. 0011131
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E.S.A. QUALITY DESIGN

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SECOND FLOOR PLAN

SCALE :1"=3/32'

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EDWARD SILVA
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Sept 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: ave

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SECOND FLOOR PLAN

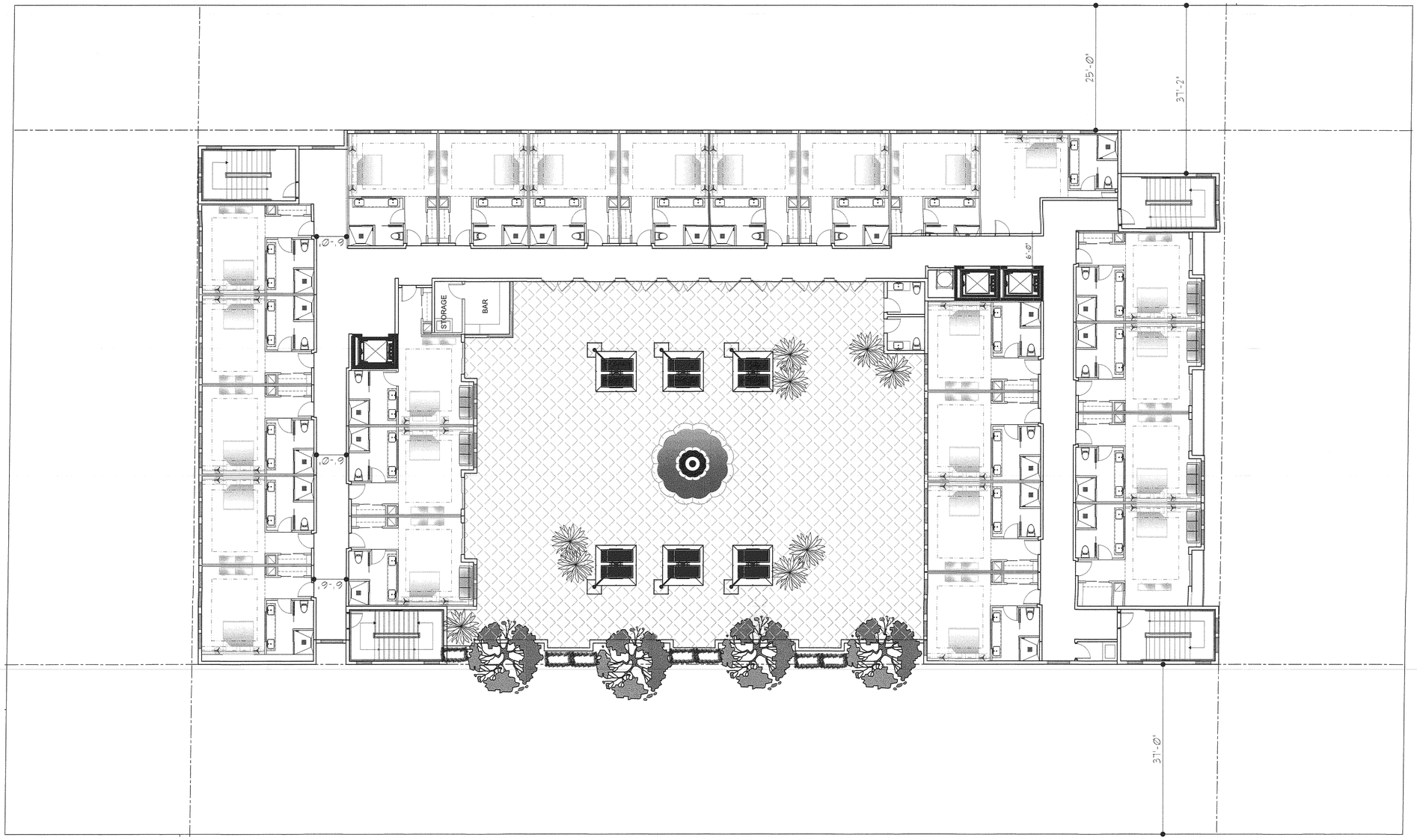
Job No.: EH-03
Drawn By:
Scale: 3/32" = 1'-0"
Date: 09-19-22
Lot:
Block:

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THIRD FLOOR PLAN

SCALE :1"=3/32"

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Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: aq

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EDWARD SILVA
AR0011131
REGISTERED ARCHITECT

REV1	REV2	REV3	REV4

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Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
THIRD FLOOR PLAN

Job No.:	EH-03
Drawn By:	
Scale:	3/32" = 1'-0"
Date:	09-19-22
Lot:	
Block:	

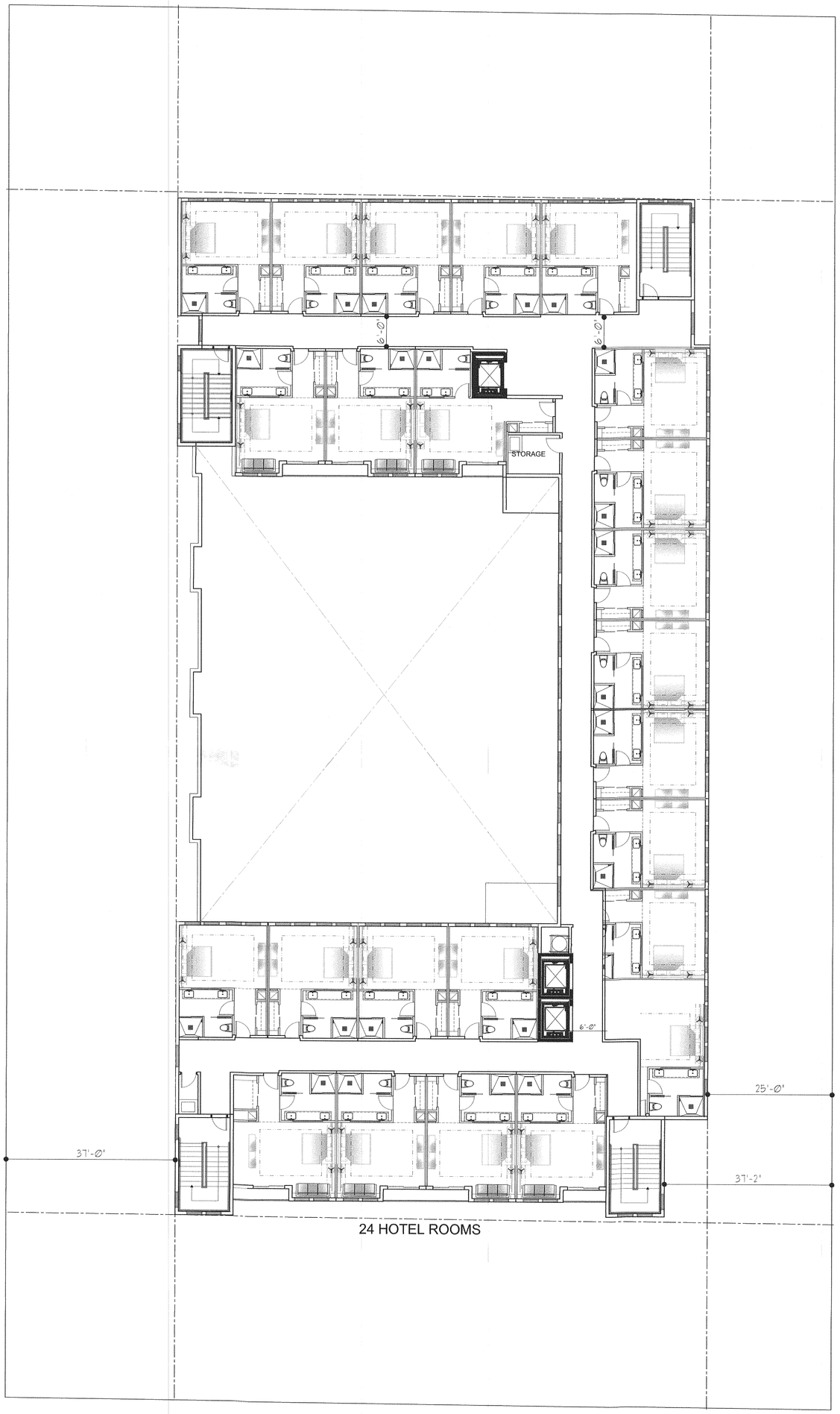
EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
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E.S.A.
QUALITY DESIGN

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FOURTH FLOOR PLAN

SCALE 1"=3/32"

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(305) 275-8383 / FAX - (305) 275-8381

Job No.: EH-03
Drawn By:
Scale: 3/32"= 1'-0"
Date : 09-19-22

Lot:

Block:

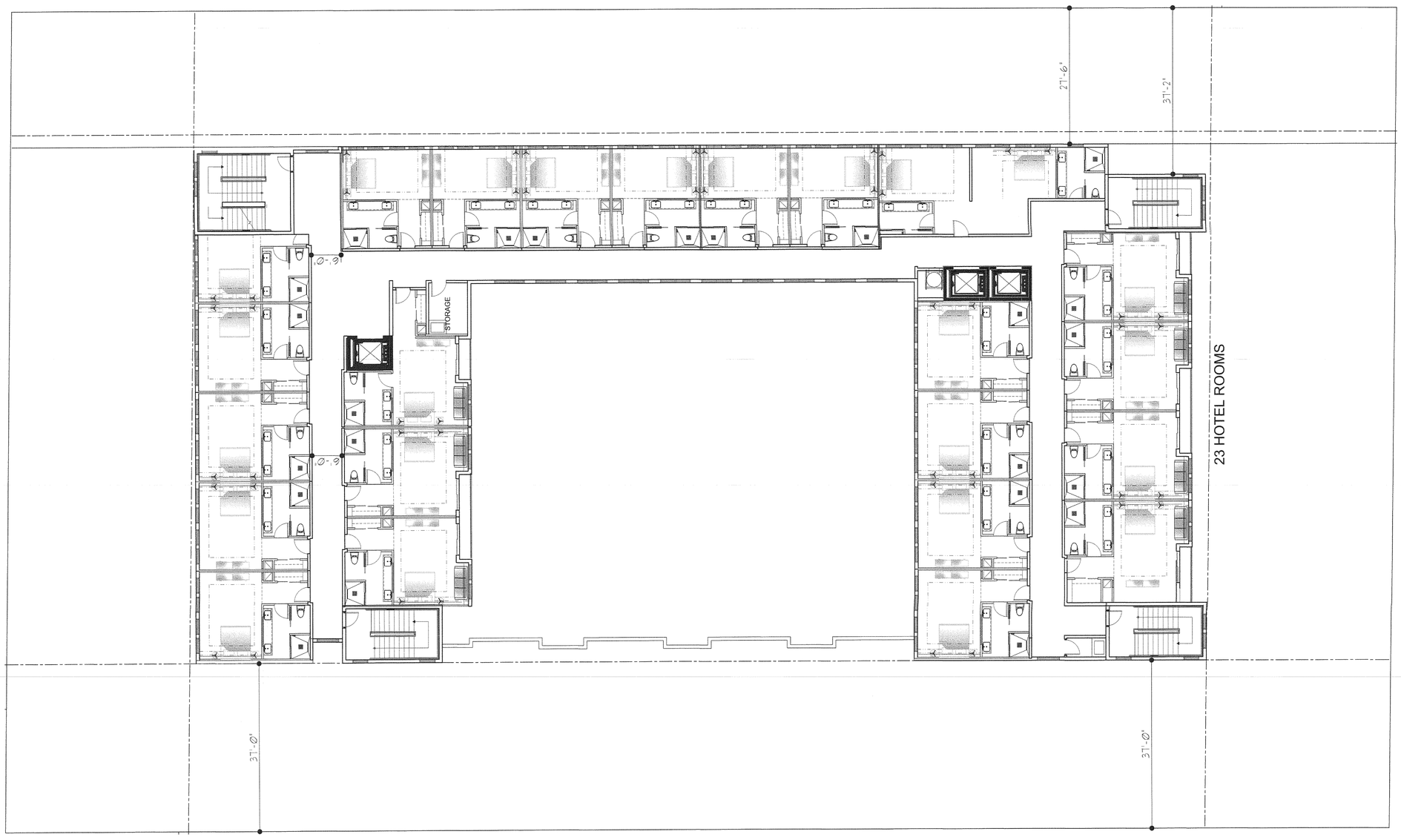
Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
FOURTH FLOOR PLAN

RECEIVED
Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: a JC

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FIFTH FLOOR PLAN

SCALE :1"=3/32"

ASPR-21-009

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Zoning Department
September 19, 2022
Village of Palmetto Bay
Building & Zoning Department
By: AVC

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
FIFTH FLOOR PLAN

Job No.: EH-03
Drawn By:
Scale: 3/32"= 1'-0"
Date: 09-19-22
Lot:
Block:

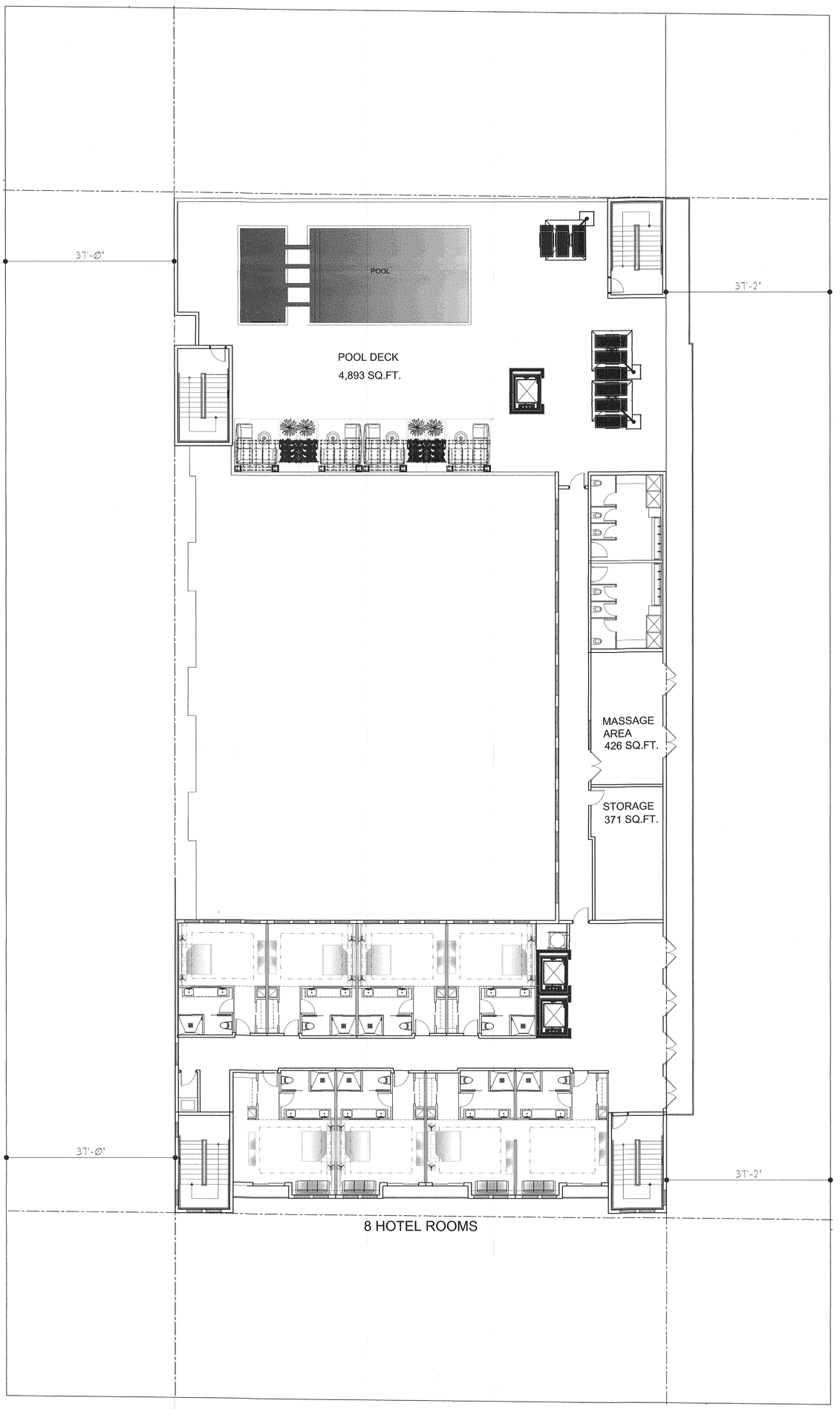
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SIXTH FLOOR PLAN

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Job No.: EH-03
Drawn By:
Scale: 3/32"= 1'-0"
Date : 09-19-22
Lot:
Block:

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SIXTH FLOOR PLAN

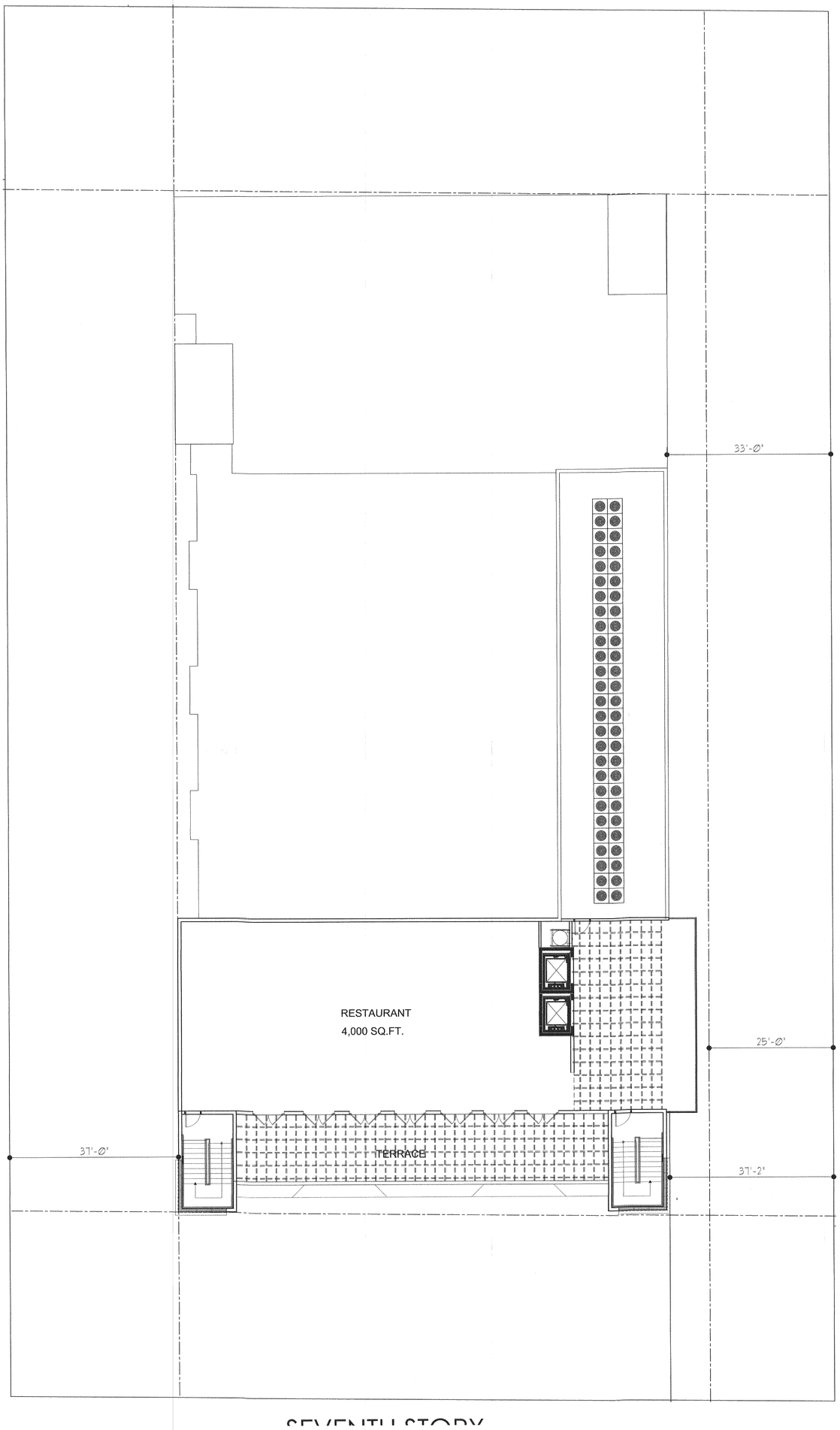
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REV1
REV2
REV3
REV4

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ASPR-21-009



SEVENTH FLOOR PLAN

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SEVENTH STORY

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Job No.: EH-03
Drawn By:
Scale: 3/32"= 1'-0"
Date : 09-19-22
Lot:
Block:

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SEVENTH FLOOR PLAN

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REV1
REV2
REV3
REV4

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SOUTH ELEVATION

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NORTH ELEVATION

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ASPR-21-009

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Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
SOUTH AND NORTH ELEVATIONS

Job No.: EH-03
Drawn By:
Scale: 3/32"=1'-0"
Date: 09-10-21

Lot:
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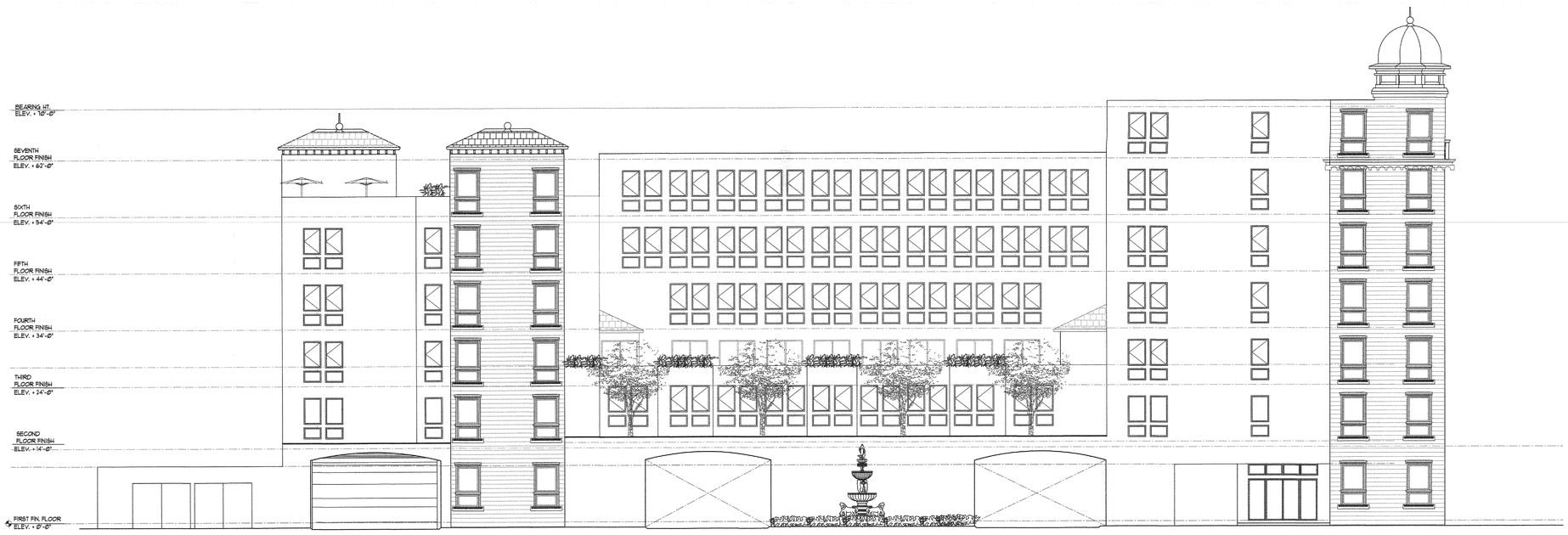
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EAST ELEVATION

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Village of Palmetto Bay
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By:

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
EAST AND WEST ELEVATIONS

Job No.: EH-03
Drawn By:
Scale: 3/32"=1'-0"
Date: 09-10-21
Lot:
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RECEIVED
Zoning Department
September 19,2022
Village of Palmetto Bay
Building & Zoning Department
By: a v c

Date: September 19,2022

Re: Old Cutler Inn Hotel Site

Client: Eric Hass/ENL ASPR-21-009

Mr. Southern, enclosed are the replies to the comments generated by you on the project located at 7406 SW 168th.street. We understand that the resubmittal was not sufficient but was generated for discussion purposes only to try a gauge Villages point of view in collaboration to reduce overall heights based on previous conversations with staff. The following submittal does address those comments fully and we respectfully ask for you review again.

Specifically, the following has been addressed:

Item 1)	
a. Letter of intent missing.	Response: being submitted by clients atty.
b. Location map scale.	Response: provided on plan
c. Identify all team members:	Response see title sheet
Item 2)	completed
Item 3)	completed
Item 4) current survey	Response: Submitted
Item 5) Elevations labeled by cardinal directions	Response: provided
Item 6) Sealed floor plans of existing buildings	Response: no existing buildings remain at site
Item 7) Siteplan to include legend on spaces/parking	Response: breakdown per use provided
Item 8)	not applicable
Item 9) Copies of all outside agencies required	Response: see letter of intent
Item 10) legal description	Response: See survey and site plan
Item 11) grading/stormwater/civil plans/timetable	Response: see plans
Item 12)	Completed
Item 13)	not applicable

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Thank you for the sufficiency review letter and we hop we have provided all the information you have requested to allow for the exciting hotel development to move forward. For your records and clarification, we are also including copies of the Old Cutler Road traffic analysis performed by the Village for the Old Cutler Road upgrades that are commencing in the next couple of weeks. This will allow for this corridor to improve its level of services remarkably.

Should a traffic study still be needed as you know only a traffic engineer chosen for by the Village could be used and we would eagerly await the fee required to do such a study. As of today's date that number has yet to be provided to us or to our clients. Please advise us as to whether the studies already performed by the Village for the improvements on Old Cutler Road which consist of the following:

Traffic circles on SW 67th. Ave

Traffic circle on SW 136th. Street

Traffic circle on SW 152nd. Street

Turbo lane on SW 176th. Street

Traffic circle on SW 184th. Street

Or the fact that this project is within the Miami Dade County urban infill line is sufficient to proceed without that step and as per the interpretation of the requirements by the clients attorney.

Sincerely,

Edward Silva, R.A, CFPM, C.B.O., R.C.

May 2019 | Draft Report



Village of Palmetto Bay

OLD CUTLER ROAD INTERSECTION IMPROVEMENTS – TRAFFIC STUDY

PREPARED FOR

Village of Palmetto Bay, Florida

PREPARED BY

MARLIN Engineering, Inc.
1700 NW 66th Avenue, Suite 106
Plantation, FL 33313
954.870.5070 | www.marlinengineering.com

MARLIN

1. Introduction

Marlin Engineering, Inc. was retained by the Village of Palmetto Bay to perform intersection improvements at the signalized intersections along Old Cutler Road from SW 67th Avenue to SW 184th Street. Old Cutler Road is a minor arterial road with seven (7) signalized intersections between SW 67th Avenue and SW 184th Street. These signalized intersections are listed below and are shown in **Figure 1** to **Figure 6** respectively:

- Old Cutler Road at SW 67th Avenue
- Old Cutler Road at SW 136th Street
- Old Cutler Road at SW 144th Street
- Old Cutler Road at SW 152nd Street
- Old Cutler Road at SW 168th Street
- Old Cutler Road at SW 176th Street
- Old Cutler Road at SW 184th Street

The objective of this effort is to develop feasible improvements from an operational, safety and roadway design perspective in order to make traffic flow smoothly at all the intersections and along the entire roadway network on Old Cutler Road. This report documents the existing conditions, crash analysis, existing traffic and alternatives analyses.

Figure 4. Location Map - Old Cutler Road at SW 168th Street

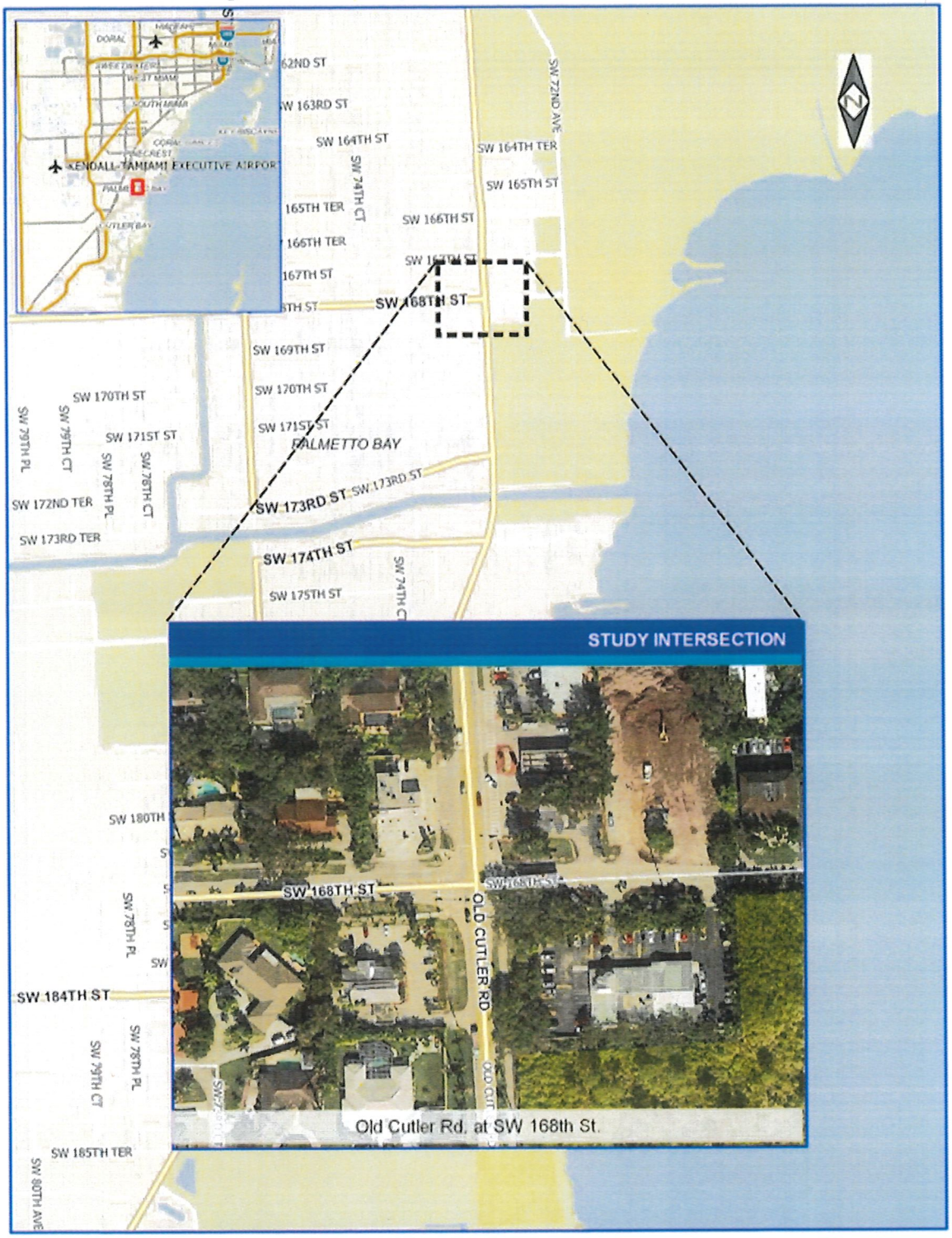
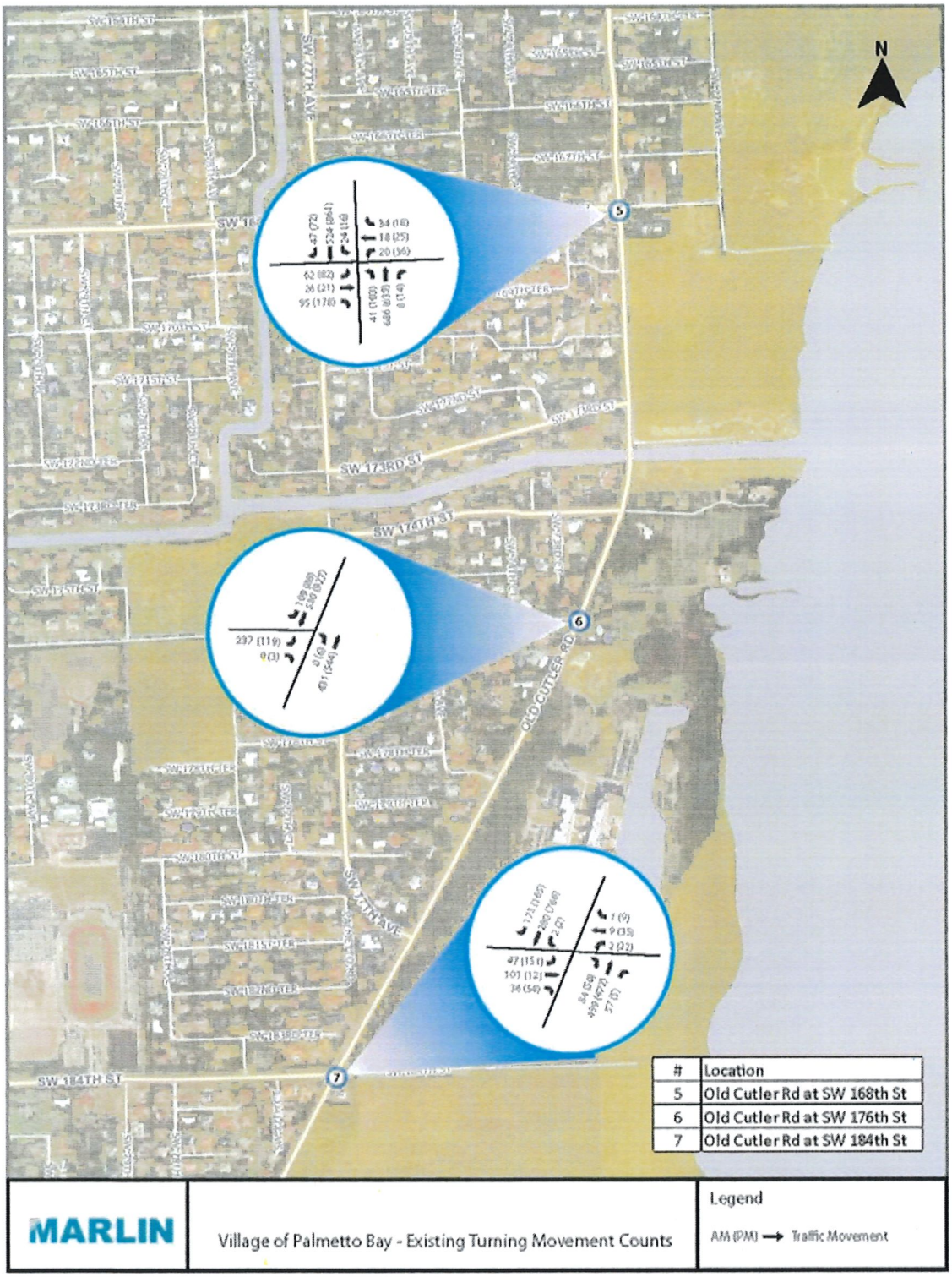


Table 5. Summary of Existing Conditions – Old Cutler Road at SW 168th Street

Feature	Description
Main Street	Old Cutler Road
Minor Street	SW 168th Street
Area Location	Village of Palmetto Bay, Miami Dade County, FL
Adjacent Land Uses	Northeast: Farm Stores Express Northwest: Shell Gas Station Southeast: Commercial shops Southwest: BB&T Bank
Traffic Control	Signalized Intersection
Adjacent Signalized Intersections	North: SW 152nd Street – 5,330 feet South: SW 176th Street – 2,710 feet East: None West: - US 1 North - 11,880 feet
Old Cutler Road	Cross Section: 2-lane undivided minor arterial roadway (with curb and gutter on north of the intersection on east side) Posted Speed Limit: 40 mph AADT: 25,000 vehicles per day (year 2017) Roadway Alignment: Straight Northbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Southbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Pedestrian Crossings: Yes Sidewalks: Bicycle and Pedestrian shared path on east side of the road and Sidewalk on north of the intersection on west side for some extent Utilities: Overhead power lines on north of intersection on the west side and south of the intersection on the east side of the roadway Street Lighting: Luminaires on concrete poles on north of intersection on the west side and south of the intersection on the east side of the roadway
SW 168th Street	Cross Section: 2-lane undivided major collector roadway on west side and local street on east side of the intersection (no curb and gutter) Posted Speed Limit: 30 mph AADT: 6,800 vehicles per day (year 2017) Roadway Alignment: Straight Eastbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Westbound Approach Lanes: 1 dedicated left-turn lane and 1 shared through/right-turn lane Pedestrian Crossings: Yes Sidewalks: Along the north side of the roadway on west of the intersection and south side of the roadway on east of the intersection Utilities: Overhead power lines on the north side of the roadway Street Lighting: No

Figure 8. Existing Turning Movement Counts – Southern Segment of Old Cutler Road



5. Existing Intersection Level of Service Analysis

A Level of Service analysis was conducted during the AM and PM peak hours. Level of service, or LOS, is a qualitative measure used to relate the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measure like vehicle speed, density, congestion, and other factors. As per the Highway Capacity Manual 2010 (Transportation Research Board, 2010):

> "Signalized intersection level of service (LOS) is defined in terms of a weighted average control delay for the entire intersection. Control delay quantifies the increase in travel time that a vehicle experiences due to the traffic signal control as well as provides a surrogate measure for driver discomfort and fuel consumption. Signalized intersection LOS is stated in terms of average control delay per vehicle (in seconds) during a specified time period (e.g., weekday PM peak hour).
>
> *Level of Service Criteria for Signalized Intersections*
>
LOS	Average Intersection Delay	General Description
A	Less than or equal to 10 seconds	Free flow
B	Greater than 10 to 20 seconds	Stable flow (slight delays)
C	Greater than 20 to 35 seconds	Stable flow (acceptable delays)
D	Greater than 35 to 55 seconds	Approaching unstable flow (tolerable delays)
E	Greater than 55 to 80 seconds	Unstable flow (intolerable delays)
F	Greater than 80 seconds	Forced flow (congested; queues failing to clear)

> Unsignalized intersection LOS criteria can be further reduced into three intersection types: all-way stop, two-way stop, and roundabout control. All-way stop and roundabout control intersection LOS is expressed in terms of the weighted average control delay of the overall intersection or by approach. Two-way stop-controlled intersection LOS is defined in terms of the average control delay for each minor-street movement (or shared movement) as well as major-street left-turns. This approach is because major-street through vehicles are assumed to experience zero delay, a weighted average of all movements results in very low overall average delay, and this calculated low delay could mask deficiencies of minor movements.
>
> *Level of Service Criteria for Unsignalized Intersections*
>
LOS	Average Control Delay
A	Less than or equal to 10 seconds
B	Greater than 10 to 15 seconds
C	Greater than 15 to 25 seconds
D	Greater than 25 to 35 seconds
E	Greater than 35 to 50 seconds
F	Greater than 50 seconds"

Note that the delays per LOS "grade" are lower for unsignalized intersections than signalized intersections. This is due to motorist expectation – when at a signalized intersection, motorists instinctively understand that they are at an intersection with supposedly higher traffic volumes which would justify it being signalized and they are conditioned to expect delays to be higher than they would expect to encounter at a usually smaller unsignalized intersection.

The intersections were evaluated using Synchro version 10, which utilizes analysis methodologies contained in the 2010 Highway Capacity Manual. Existing peak hour turning movement volumes, existing roadway geometry, and traffic signal timings were utilized in the analyses. Based on the Synchro analyses, the existing overall level of service (LOS) and average delay for the study's seven (7) signalized intersections are summarized in the following tables. The signalized intersection delay is shown as the average delay for all of the approaches of the intersection combined and the average delay per approach. Based on the Synchro analyses, the LOS and delay are shown in Table 15. Synchro printouts for the existing conditions analysis are included in the **Appendix**.

Table 15. Existing Level of Service

No.	Intersection	AM Peak Hour LOS (Delay in seconds)				
		Overall Intersection	*NB Approach*	*SB Approach*	*EB Approach*	*WB Approach*
1	Old Cutler Rd. at SW 67 Ave.	C (31.7)	D (53.8)	D (53.2)	B (14.9)	C (34.0)
2	Old Cutler Rd. at SW 136 St.	C (31.1)	B (12.4)	A (2.6)	F (151.3)	n/a
3	Old Cutler Rd. at SW 144 St.	D (37.2)	B (17.4)	B (15.0)	F (94.0)	E (64.6)
4	Old Cutler Rd. at SW 152 St.	E (79.0)	D (43.4)	F (97.5)	F (133.6)	F (81.5)
5	Old Cutler Rd. at SW 168 St.	B (19.5)	B (10.5)	B (10.0)	E (68.0)	D (46.5)
6	Old Cutler Rd. at SW 176 St.	B (18.2)	B (11.5)	B (14.4)	D (44.0)	n/a
7	Old Cutler Rd. at SW 184 St.	B (20.1)	A (7.6)	B (11.8)	E (76.2)	D (50.8)
No.	**Intersection**	**PM Peak Hour LOS (Delay in seconds)**				
		Overall Intersection	*NB Approach*	*SB Approach*	*EB Approach*	*WB Approach*
1	Old Cutler Rd. at SW 67 Ave.	C (29.7)	C (34.3)	C (34.2)	C (21.1)	C (33.7)
2	Old Cutler Rd. at SW 136 St.	A (9.4)	A (5.5)	A (5.0)	E (58.0)	n/a
3	Old Cutler Rd. at SW 144 St.	C (20.8)	A (5.0)	A (7.7)	F (106.3)	F (101.0)
4	Old Cutler Rd. at SW 152 St.	F (151.4)	F (144.0)	F (236.9)	D (51.5)	D (41.7)
5	Old Cutler Rd. at SW 168 St.	D (35.9)	A (10.0)	B (14.1)	F (90.3)	F (325.1)
6	Old Cutler Rd. at SW 176 St.	C (24.4)	B (10.2)	C (25.0)	E (61.0)	n/a
7	Old Cutler Rd. at SW 184 St.	D (47.6)	B (14.8)	E (56.3)	F (81.2)	D (38.2)

The existing conditions analysis indicates that the following signalized intersection does not operate at an acceptable level of service:

- Old Cutler Road at SW 152nd Street (PM peak hour only)

In addition, the approaches listed below are also failing.

AM Peak Hour:

- Old Cutler Road at SW 136th Street — Eastbound
- Old Cutler Road at SW 144th Street — Eastbound
- Old Cutler Road at SW 152nd Street — Eastbound, Westbound and Southbound

PM Peak Hour:

- Old Cutler Road at SW 144th Street — Eastbound and Westbound
- Old Cutler Road at SW 152nd Street — Northbound and Southbound
- Old Cutler Road at SW 168th Street — Eastbound and Westbound
- Old Cutler Road at SW 184th Street — Eastbound

9. Conclusions

This study evaluated intersection improvements at seven signalized intersections along Old Cutler Road from SW 67th Avenue to SW 184th Street within the limits of the Village of Palmetto Bay. The objective of this effort was to develop feasible improvements from an operational, safety and roadway design perspective in order to improve traffic flow at all the intersections and along the entire roadway network on Old Cutler Road. The report documented the existing conditions, crash analysis, existing traffic and alternatives analyses.

Based on the level of service analysis, Alternative 3 was recommended. This alternative involves replacing four signalized intersections and constructing two-lane roundabouts. The remaining three intersections where a two-lane roundabout is not feasible will remain as signalized intersections. There is enough right-of-way at all these four (4) intersections to accommodate the two-lane roundabout, while leaving the existing pedestrian bicycle shared path and sidewalks intact or making some minor adjustments at some locations. The four intersections suitable for two-lane roundabouts are as follows:

- Old Cutler Road at SW 67th Avenue
- Old Cutler Road at SW 136th Street
- Old Cutler Road at SW 152nd Street
- Old Cutler Road at SW 184th Street

The following intersections will remain signalized as under existing conditions:

- Old Cutler Road at SW 144th Street
- Old Cutler Road at SW 168th Street
- Old Cutler Road at SW 176th Street

Based on the intersection level of service and roadway network analysis, it was determined that Alternative 3 would result in better operating performance for Old Cutler Road. The predominant type of crashes at the intersections were identified as rear-end, left-turn and angle crashes. Safety may be improved due to an expected reduction in these types of crashes associated with a roundabout design. In addition to the base Alternative 3, a turbo lane design was evaluated for the intersection of Old Cutler Road with SW 176th Street. It was shown that the intersection operates slightly better than the existing signalized T-intersection, and that there would be an increase in 44.57% capacity for the northbound through movement.

MARLIN
Marlin Engineering Inc.
1700 NW 66th Avenue, Suite 106

Fort Lauderdale, Florida, United States 33313
P: 954.870.5070 mgonzalez@marlinengineering.com

Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
Page No: 1

Turning Movement Data

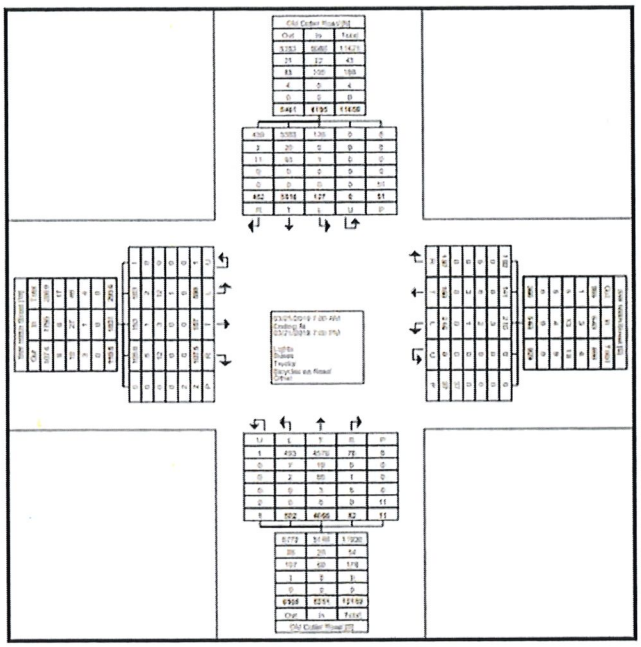
Start Time	Old Cutler Road Southbound						SW 168th Street Westbound						Old Cutler Road Northbound						SW 168th Street Eastbound						Int. Total
	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	
7:00 AM	2	78	9	0	0	89	10	3	7	0	0	20	2	177	11	1	0	191	14	9	18	0	0	41	341
7:15 AM	6	106	5	0	1	118	10	3	4	0	0	17	1	192	10	0	0	203	14	9	22	0	0	45	383
7:30 AM	6	142	12	0	2	160	7	3	7	0	0	17	2	186	7	0	0	167	25	9	23	0	0	57	401
7:45 AM	12	152	3	0	1	167	9	4	7	0	1	20	3	181	16	0	0	200	26	8	13	0	0	49	436
Hourly Total	26	478	29	0	4	532	36	13	25	0	1	74	8	708	44	1	0	761	81	35	76	0	0	192	1559
8:00 AM	17	129	7	0	1	153	6	7	3	0	2	18	1	152	0	0	1	153	29	4	15	0	1	39	363
8:15 AM	12	101	2	0	0	115	12	4	3	0	2	19	2	195	18	0	0	215	22	5	11	0	0	38	387
8:30 AM	14	101	9	0	3	124	10	5	6	0	0	21	3	198	33	0	0	234	16	7	12	0	0	35	414
8:45 AM	16	119	6	0	0	132	9	7	3	0	1	19	5	203	32	0	0	240	29	9	13	0	0	51	442
Hourly Total	59	441	24	0	4	524	37	21	17	0	5	79	11	748	83	0	1	842	97	25	51	0	1	163	1604
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1:00 PM	20	122	5	0	3	147	4	4	9	0	3	17	2	147	8	0	0	157	23	3	18	0	0	44	365
1:15 PM	19	108	4	0	1	131	5	6	14	0	2	25	4	149	10	0	0	167	20	3	31	0	0	54	387
1:30 PM	18	150	1	0	0	169	6	4	4	0	0	14	5	157	14	0	0	176	19	5	27	1	0	52	411
1:45 PM	15	135	2	0	2	152	5	6	6	0	1	17	2	132	10	0	0	144	16	9	23	0	0	48	361
Hourly Total	72	515	12	0	6	599	20	20	33	0	7	78	13	579	42	0	0	634	78	20	99	1	0	198	1504
2:00 PM	10	162	3	0	3	178	8	5	6	0	2	19	2	155	19	0	0	176	12	1	20	0	0	33	402
2:15 PM	25	185	7	0	1	217	11	3	14	0	1	26	3	136	19	0	1	158	22	7	21	0	1	50	451
2:30 PM	29	200	4	0	2	233	8	5	6	0	0	19	1	129	7	0	0	137	18	2	21	0	0	41	430
2:45 PM	24	218	5	0	0	247	3	6	5	0	1	14	4	114	15	0	0	133	24	4	14	0	0	42	436
Hourly Total	88	765	19	0	6	872	30	19	31	0	4	80	10	534	59	0	1	603	76	14	76	0	1	166	1721
3:00 PM	24	217	2	0	0	243	3	1	8	0	1	12	4	117	17	0	0	138	31	2	14	0	0	47	440
3:15 PM	22	219	4	0	1	245	3	5	8	0	2	16	4	162	16	0	0	182	39	7	20	0	0	66	509
3:30 PM	19	197	5	0	1	221	5	7	14	0	0	26	2	207	28	0	0	237	39	6	20	0	0	65	549
3:45 PM	20	231	6	0	0	257	5	7	8	0	0	20	5	144	39	0	0	188	46	3	18	0	0	67	532
Hourly Total	85	864	17	0	2	966	16	20	38	0	3	74	15	630	100	0	0	745	155	18	72	0	0	245	2030
4:00 PM	11	214	1	0	2	228	5	6	6	0	1	17	3	120	20	0	0	143	54	5	24	0	0	83	470
4:15 PM	17	216	1	0	0	234	3	2	7	0	0	12	1	128	12	0	2	141	37	2	17	0	0	56	443
4:30 PM	11	215	1	0	0	227	5	2	13	0	1	20	2	134	15	0	0	151	37	1	24	0	0	62	460
4:45 PM	14	234	2	0	0	250	7	6	6	0	1	19	4	113	9	0	3	126	26	1	13	0	0	40	435
Hourly Total	53	879	5	0	2	939	20	16	32	0	3	68	10	501	56	0	5	567	154	9	78	0	0	241	1813
5:00 PM	13	207	3	0	1	223	8	7	7	0	0	22	2	129	13	0	0	144	45	6	18	0	0	69	458
5:15 PM	13	210	2	0	4	225	4	5	6	0	1	16	2	158	27	0	0	187	52	3	18	0	0	73	500
5:30 PM	6	193	4	0	4	193	3	3	8	0	4	14	0	142	14	0	0	156	78	6	18	0	0	102	465
5:45 PM	8	211	1	0	5	220	6	6	3	0	1	15	1	118	12	0	4	131	70	5	21	0	0	96	462
Hourly Total	40	811	10	0	14	861	21	21	24	0	6	66	5	547	66	0	4	618	245	20	75	0	0	340	1885
6:00 PM	7	206	4	0	4	217	4	6	3	0	2	13	2	118	14	0	0	134	58	6	15	0	0	79	443

6:15 PM	5	201	3	0	-	209	7	4	4	0	2	15	8	104	15	0	0	127	84	2	18	0	0	64	435
6:30 PM	6	223	1	0	-	230	4	5	5	0	4	14	0	101	13	0	0	114	44	5	21	0	0	67	425
6:45 PM	12	233	3	0	-	248	2	5	4	0	0	11	0	90	10	0	0	100	33	0	17	0	0	50	421
Hourly Total	30	860	11	0	13	904	17	20	16	0	8	53	10	419	52	0	0	481	199	10	71	0	0	280	1724
Grand Total	450	9618	127	0	53	6199	197	150	216	0	97	563	80	4688	502	1	11	5281	1675	157	598	1	2	1151	13440
Approach %	7.3	92.7	2.1	0.0	-	-	35.0	26.6	38.4	0.0	-	-	1.5	88.8	9.5	0.0	-	-	58.7	5.5	32.7	0.1	-	-	-
Total %	3.3	71.6	0.9	0.0	-	44.8	1.4	1.1	1.6	0.0	-	4.1	0.6	34.9	3.7	0.0	-	39.3	12.5	1.2	4.5	0.0	-	8.6	100
Lights	439	9503	126	0	-	6068	192	141	210	0	-	543	76	4578	495	1	-	5168	1636	153	583	1	-	1706	13554
% Lights	97.6	98.8	99.2	-	-	97.9	97.5	94.0	97.2	-	-	96.4	95.0	97.7	98.6	100.0	-	97.9	97.7	97.5	97.5	100.0	-	98.0	97.9
Buses	2	20	0	0	-	22	0	0	3	0	-	3	0	19	7	0	-	26	5	1	2	0	-	8	59
% Buses	0.4	0.4	0.0	-	-	0.4	0.0	0.0	1.4	-	-	0.5	0.0	0.4	1.4	0.0	-	0.5	0.3	0.6	0.3	0.0	-	0.4	0.4
Trucks	31	95	1	0	-	105	5	9	3	0	-	13	4	91	2	0	-	69	12	3	12	0	-	27	214
% Trucks	2.8	1.7	0.8	-	-	1.7	2.5	4.0	0.9	-	-	2.3	1.2	1.9	0.4	0.0	-	1.3	1.1	1.9	2.0	0.0	-	1.6	1.6
Bicycles on Road	0	0	0	0	-	0	0	5	1	0	-	4	0	1	0	0	-	8	0	0	1	0	-	1	13
% Bicycles on Road	0.0	0.0	0.0	-	-	0.0	0.0	2.0	0.5	-	-	0.7	0.1	0.1	0.0	0.0	-	0.2	0.0	0.0	0.2	0.0	-	0.1	0.1
Bicycles on Crosswalk	-	-	-	-	53	-	-	-	-	-	97	-	-	-	-	-	11	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	100	-	-	-	-	-	99.1	-	-	-	-	-	91	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	47	-	-	-	-	-	53	-	-	-	-	-	10	-	-	-	-	-	2	-	-
% Pedestrians	-	-	-	-	88.7	-	-	-	-	-	90.2	-	-	-	-	-	90.9	-	-	-	-	-	100.0	-	-

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Marlin Engineering Inc.
1700 NW 66th Avenue, Suite 106

Fort Lauderdale, Florida, United States 33313
P: 954.870.5070 mgonzalez@marlinengineering.com

Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
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Turning Movement Data Plot

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Fort Lauderdale, Florida, United States 33313
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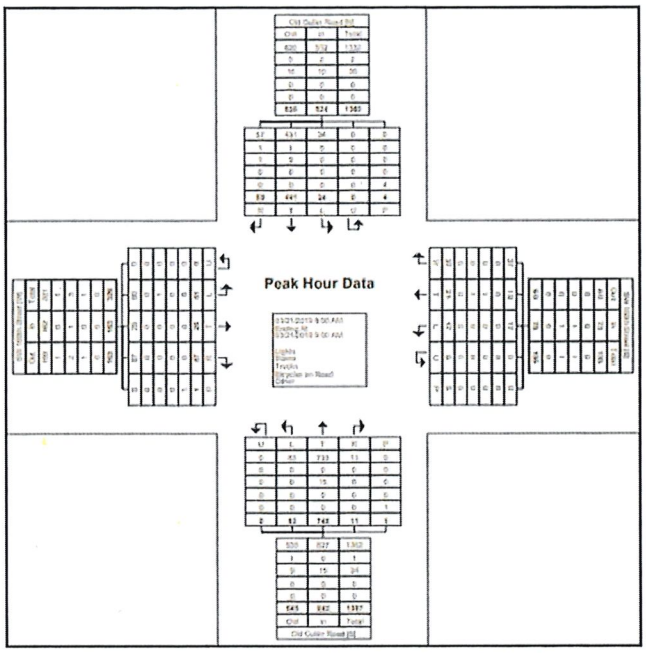
Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
Page No: 4

Turning Movement Peak Hour Data (8:00 AM)

Start Time	Old Cutler Road Southbound						SW 168th Street Westbound						Old Cutler Road Northbound						SW 168th Street Eastbound						Int. Tota
	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	
8:00 AM	17	129	7	0	1	153	6	7	3	0	2	16	1	152	0	0	1	153	20	4	15	0	1	39	361
8:15 AM	12	101	2	0	0	115	12	4	3	0	3	19	2	195	18	0	0	215	22	5	11	0	0	38	387
8:30 AM	14	101	9	0	1	124	10	3	8	0	0	21	3	198	33	0	0	234	16	7	12	0	0	35	414
8:45 AM	16	110	6	0	0	132	9	7	3	0	1	19	5	203	32	0	0	240	29	9	13	0	0	51	442
Total	59	441	24	0	1	524	37	21	17	0	5	76	11	748	83	0	1	842	87	25	51	0	1	163	1604
Approach %	11.3	84.2	4.6	0.0	-	-	49.3	28.0	22.7	0.0	-	-	1.3	88.8	9.9	0.0	-	-	53.4	15.3	31.3	0.0	-	-	-
Total %	3.7	27.6	1.5	0.0	-	32.7	2.3	1.3	1.1	0.0	-	4.7	0.7	46.6	5.2	0.0	-	52.5	5.4	1.6	3.2	0.0	-	10.2	-
PHF	0.868	0.855	0.667	0.000	-	0.856	0.771	0.750	0.531	0.000	-	0.893	0.569	0.921	0.629	0.000	-	0.877	0.750	0.694	0.860	0.000	-	0.798	0.907
Lights	57	431	24	0	-	512	37	19	17	0	-	73	11	733	83	0	-	827	87	25	50	0	-	162	1574
% Lights	96.6	97.7	100.0	-	-	97.7	100.0	90.5	100.0	-	-	97.3	100.0	98.0	100.0	-	-	98.2	100.0	100.0	98.0	-	-	99.4	98.1
Buses	1	1	0	0	-	2	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	2
% Buses	1.7	0.2	0.0	-	-	0.4	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.1
Trucks	1	9	0	0	-	10	0	1	0	0	-	1	0	15	0	0	-	15	0	0	1	0	-	1	27
% Trucks	1.7	2.0	0.0	-	-	1.9	0.0	4.8	0.0	-	-	1.3	0.0	2.0	0.0	-	-	1.8	0.0	0.0	2.0	-	-	0.6	1.7
Bicycles on Road	0	0	0	0	-	0	0	1	0	0	-	1	0	0	0	0	-	0	0	0	0	0	-	0	1
% Bicycles on Road	0.0	0.0	0.0	-	-	0.0	0.0	4.8	0.0	-	-	1.3	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.1
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	2	-	-	-	-	-	1	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	0.0	-	-	-	-	-	40.0	-	-	-	-	-	100.0	-	-	-	-	-	0.0	-	-
Pedestrians	-	-	-	-	4	-	-	-	-	-	3	-	-	-	-	-	0	-	-	-	-	-	1	-	-
% Pedestrians	-	-	-	-	100.0	-	-	-	-	-	60.0	-	-	-	-	-	0.0	-	-	-	-	-	100.0	-	-

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Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
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Turning Movement Peak Hour Data Plot (8:00 AM)

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Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
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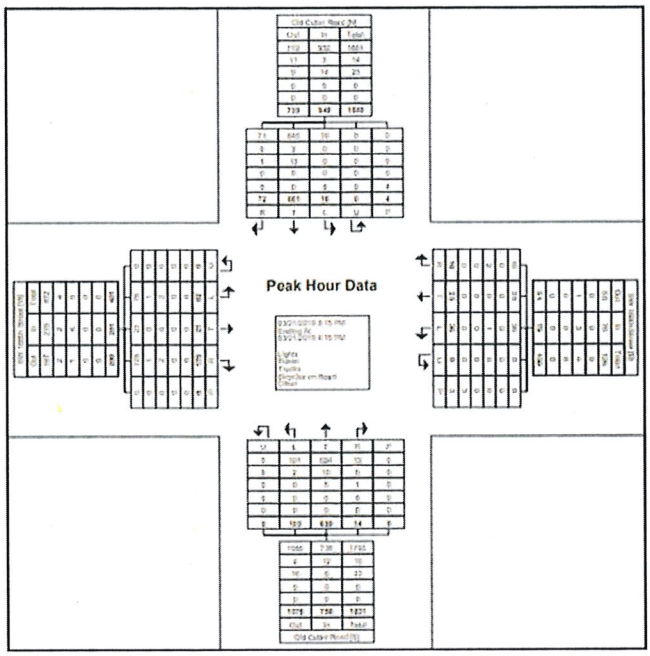
Turning Movement Peak Hour Data (3:15 PM)

Start Time	Old Cutler Road Southbound						SW 168th Street Westbound						Old Cutler Road Northbound						SW 168th Street Eastbound						Int. Total
	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	Right	Thru	Left	U-Turn	Peds	App. Total	
3:15 PM	22	219	4	0	1	245	3	5	6	0	2	16	4	162	16	0	0	182	39	7	20	0	0	66	509
3:30 PM	19	197	5	0	1	221	5	7	14	0	0	26	2	207	28	0	0	237	39	6	20	0	0	65	549
3:45 PM	20	231	6	0	0	257	5	7	8	0	0	20	5	144	39	0	0	188	46	5	18	0	0	67	532
4:00 PM	11	214	1	0	2	228	5	6	6	0	1	17	3	126	20	0	0	149	54	5	24	0	0	83	475
Total	72	861	16	0	4	949	18	25	36	0	3	79	14	639	103	0	0	756	178	21	82	0	0	281	2065
Approach %	7.6	90.7	1.7	0.0	-	-	22.8	31.6	45.6	0.0	-	-	1.9	84.5	13.6	0.0	-	-	63.3	7.5	29.2	0.0	-	-	-
Total %	3.5	41.7	0.8	0.0	-	46.0	0.9	1.2	1.7	0.0	-	3.8	0.7	30.9	5.0	0.0	-	36.6	8.6	1.0	4.0	0.0	-	13.6	-
PHF	0.818	0.932	0.667	0.000	-	0.923	0.900	0.893	0.643	0.000	-	0.760	0.700	0.772	0.660	0.000	-	0.797	0.824	0.750	0.854	0.000	-	0.846	0.940
Lights	71	845	16	0	-	932	18	25	35	0	-	76	13	624	101	0	-	738	175	21	79	0	-	275	2821
% Lights	98.6	98.1	100.0	-	-	98.2	66.9	100.0	97.2	-	-	96.2	92.9	97.7	98.1	-	-	97.6	98.3	100.0	96.3	-	-	97.9	97.9
Buses	0	3	0	0	-	3	0	0	0	0	-	0	0	10	2	0	-	12	1	0	1	0	-	2	17
% Buses	0.0	0.3	0.0	-	-	0.3	0.0	0.0	0.0	-	-	0.0	0.0	1.6	1.9	-	-	1.6	0.6	0.0	1.2	-	-	0.7	0.8
Trucks	1	13	0	0	-	14	2	0	1	0	-	3	1	5	0	0	-	6	2	0	2	0	-	4	27
% Trucks	1.4	1.5	0.0	-	-	1.5	11.1	0.0	2.8	-	-	3.8	7.1	0.8	0.0	-	-	0.8	1.1	0.0	2.4	-	-	1.4	1.3
Bicycles on Road	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0	0.0	0.0	-	-	0.0	0.0
Bicycles on Crosswalk	-	-	-	-	3	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	75.0	-	-	-	-	-	66.7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	25.0	-	-	-	-	-	33.3	-	-	-	-	-	-	-	-	-	-	-	-	-	-

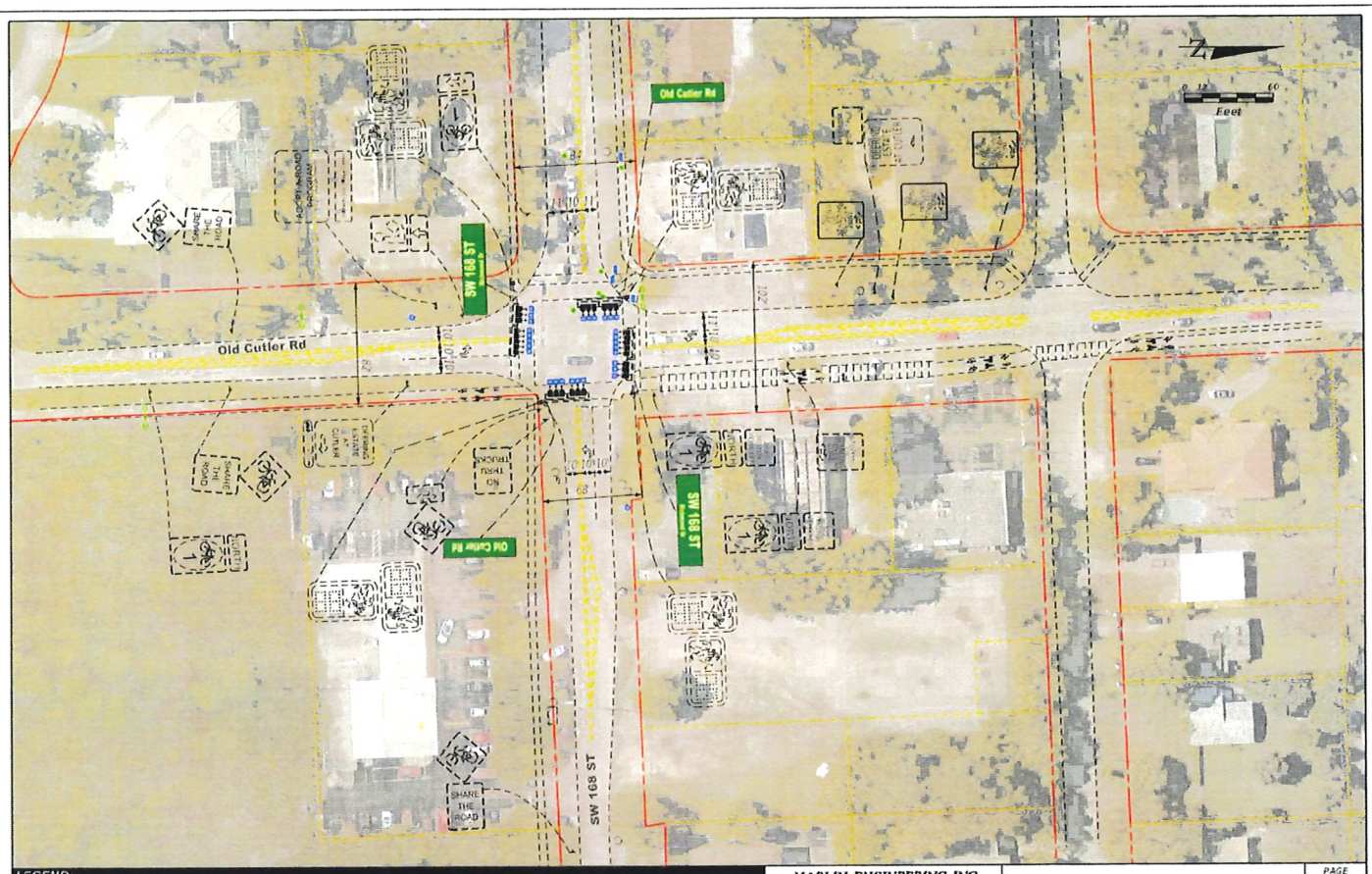
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1700 NW 66th Avenue, Suite 106

Fort Lauderdale, Florida, United States 33313
P. 954.870.5070 mgonzalez@marlinengineering.com

Count Name: Old Cutler Road at SW 168th Street
Site Code: Old Cutler Road at SW 168th Street
Start Date: 03/21/2019
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Turning Movement Peak Hour Data Plot (3:15 PM)



LEGEND:

Existing Pavement Marking	Existing Tree	Existing 3-Sec Signal Head	Existing Pedestrian Signal Head
Existing Sign	Existing Drainage	Existing 4-Sec Signal Head	Existing Overhead Street Signs
Existing Light Pole	Existing Right of Way	Existing 5-Sec Signal Head	

MARLIN ENGINBERING INC.
1700 NW 66th Ave, Suite 106
Plantation, Florida 33313
(305) 477-7575
Steven Schindler, P.E. No. 57862

Existing Conditions Diagram
Old Cutler Road at SW 168th Street

PAGE NO.

Attachment G
October 3, 2022 Village Email

From: Heidi Siegel
Sent: Monday, October 3, 2022 6:47 PM
To: e_haas@bellsouth.net
Cc: John Dellagloria; Nick Marano; Craig Southern; Jerry B. Proctor
Subject: Old Cutler Hotel Application

Good evening,

This email is to inform you that at the September 19, 2022 Local Planning Agency meeting, the Village Council passed on first reading a Land Development Code amendment that prohibits a hotel. Section 30-30.7(e) "Zoning in progress, hold on permits or certificate of uses" of the Land Development Code states: *"When an amendment to Chapter 30 or a rezoning of a parcel of land has been approved on first reading by the village council, no development application pending before the village with respect to the area or text which is the subject of the proposed amendment shall be approved unless the development application would be in conformity with both the existing legislation and the proposed legislation for a period of six months from the date of the approval on first reading by the village council. This period may be extended one time for an additional three months by resolution of the village council".*

Due to your application being incomplete as of September 19, 2022 it will not be reviewed further at this time.

In addition to numerous items missing from the previous insufficiency letter provided to you, the Village requires, pursuant to Code Section 30-30.2(d), sign off from various agencies including Miami-Dade County DERM, County public works (water, sewer, roads), County fire department, and other outside agencies.

While you indirectly referenced Section 28-1 of the Code of Ordinance in your response letter on September 19, 2022, this section does not apply. Pursuant to the Letter of Intent, this project has been submitted as an administrative site plan and Section 28-1 applies to applications that will be presented "to the council". Furthermore, the reference made to the May 2019 Old Cutler Road traffic study is irrelevant. The 2019 traffic study does not address the proposed project or impacts/volumes at the subject property.

Sincerely,

Heidi

Heidi Siegel, AICP
Community and Economic Development Director
hsiegel@palmettobay-fl.gov
(305) 259-1276

Attachment H
December 7, 2022 Submittal #4

Jerry B. Proctor, P.A.

December 7, 2022

Ms. Heidi Siegel, AICP
Community and Economic Development Director
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Re: ASPR #21-009
ENL Investments, LLC
Property: 7253 and 7271 SW 168 Street
Folio Nos.: 33-5026-002-0031
33-5026-002-0021
33-5026-002-0020
33-5026-002-0030

Dear Ms. Siegel:

Please accept this letter of intent, and accompanying information and plan drawings, in conjunction with existing Administrative Site Plan Review (ASPR) Application No.: 21-009, originally filed and accepted by your Department on September 13, 2021. The undersigned represents ENL Investments, LLC ("Applicant") in this matter.

To supplement the original submittal, subsequent submittals, and the most recent submittal on September 19, 2022, I am enclosing multiple sets of the following documents:

1. Revised cover sheet, prepared by ESA Architects, clarifying building height statistical data.
2. Additional plans illustrating the following statistical and technical data:
   a. A civil plan sheet, pursuant to Section 30-30.5(a)(2). (Sheet SC2).
   b. Grading and drainage information, pursuant to Section 30-30.2 and Section 30-30.5. (Sheet SC1).
   c. Utilities and other infrastructure information, pursuant to the Village's sufficiency review report. (Sheet SC1).

7600 SW 57 AVENUE, SUITE 210, SOUTH MIAMI, FL 33143
786.536.7037 JPROCTOR@PROCTORPA.COM

d. Proposed dumpster information, pursuant to Section 30-60.7 and Section 30-100.1. (Sheet SC1).

3. Proposed construction timetable, pursuant to Section 30-30.2(d)(16).

Please incorporate these revisions as additions to the plans submitted on September 19, 2022, substituting the revised cover sheet only and incorporating the additional sheets into your file. Please process these revisions at your earliest convenience..

Thank you for your consideration.

Sincerely,

Jerry B. Proctor, P.A.
Jerry B. Proctor
President

CONSTRUCTION TIMETABLE

ASPR #21-009

Event	Timeline
File Building Permit Application	8 months after final, non-appealable site plan approval.
Building Permit Approval	12-15 months after final, non-appealable site plan approval
Obtain Temporary or Permanent Certificate of Use and Occupancy	21-30 months after final, non-appealable site plan approval* **

* Extension to be requested, if necessary.

** Time may be extended by State executive declarations in Emergency conditions.

PROJECT DATA

SITE INFORMATION		
NET LOT AREA:	46,264 SQ.FT. 1.06 ACRES	
GROSS LOT AREA:	50,414 SF= 1.16 ACRES	EXTENDED TO CL OF STREET FOR PURPOSES OF CALCULATING DENSITY.
ZONING DESIGNATION:	B-2 BUSINESS DISTRICT / R-H DISTRICT REGULATIONS IN HOTELS	
USE:	HOTEL	
DENSITY:	ALLOWED: MAX 75 UNIT PER ACRE OR 580.08 SF OF LOT AREA PER UNIT =80 UNIT	PROVIDED: 80 UNITS 15 UNIT TYPE A. 1 UNIT TYPE B. PER FLOOR X5 FLOOR =80 UNITS
BUILDING HEIGHT:	ALLOWED: 70' ABODE CROWN OF ROAD TO RIDGE	PROVIDED: 70'
BUILDING SETBACKS: B-2	REQUIRED: STREET FRONT 25'-0" MIN. REAR 20'-0" STREET SIDE 15'-0" SIDE INTERIOR 0'-0" /15 ADJACENT TO RESIDENTIAL DISTRICT.	PROVIDED: 37'-0" 37'-0" N/A 25'-0"
BUILDING SETBACKS: R-4H HOTEL/APARTMENT HOUSE DISTRICT	REQUIRED: OVER 35' HEIGHT STREET FRONT 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =37'-0" PROVIDED REAR 25'-0" INCREASED BY 40% OF THE ADDIT. HEIGHT. MIN.=41' MIN. =37'-0" PROVIDED SIDE INTERIOR 63 DEGREE LINE PROJECT FROM THE INTERIOR SIDE PROPERTY LINES:	
PARKING STANDARDS:	REQUIRED: FOR HOTEL:80 UNIT FIRST -40 X 1 40 SPACES REMAINDER=40 X .5 20 SPACES TOTAL 60 SPACES FOR RESTAURANT: 4,000 SF/50= 80 SPACES FOR POOL: 4,893 SF / 50 /4= 25 SPACE FOR HOTEL OFFICE± 1,107 SQ.FT. (12 EMPLOYEES) 1 SPACE FOR EVERY 4 EMPLOYEES =3 SPACE TOTAL REQUIRED : 168 SPACES	PROVIDED: 183 SPACES
HANDICAP PARKING	ONE PER EVERY 25= 183/25= 8	8 HC PARKING SPACES
PUBLIC OPEN SPACE	40% OF LOT AREA = 18,506 SQ.FT.	31,871 SQ.FT =69%
LOT COVERAGE	40% OF LOT AREA = 18,506 SQ.FT.	14,393 SQ.FT =31%
MAX. FAR AS PER R-4H ZONING	1.60 = 74,022 SQ.FT.	65,984 SQ.FT = 148
MAX. HEIGHT AS PER R-4H ZONING	WIDTH OF RIGHT OF WAY= 70'.	70'-0"

LEGAL DESCRIPTION

RICHMOND SUB PB 4-116 S90FT OF LOT 10 & ALL LOTS 11-18-19
RICHMOND SUB PB 4-116 N50FT OF LOT 10 LOT SIZE 2500 SQUARE FEET
26 55 40 .21 AC RICHMOND SUB PB 4-116 N1/2 OF LOT 9 LOT SIZE 66.000 X 140
26 55 40 .21 AC RICHMOND SUB PB 4-116 S1/2 OF LOT 9 LOT SIZE 66.000 X 140

PROJECT NUMBER: ASPR-21-009
ZONING DISTRICT: B-2 BUSINESS DISTRICT/ R-H REGULATIONS IN HOTELS
FLOOD ZONE; ZONE X
FEMA FIRM MAP PANEL 12086C06001L effective 9/11/2009

INDEX

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A-3	LANDSCAPE PLAN	A-13	FIFTH FLOOR PLAN
A-4	GROUND FLOOR LIGHTING PLAN	A-14	SIXTH FLOOR PLAN
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A-7	SECOND FLOOR DRAINAGE PLAN	A-17	ELEVATIONS
A-8	BASEMENT PLAN		
A-9	GROUND FLOOR PLAN		

E.S.A. QUALITY DESIGN

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117 AVE #B107, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381
EMAIL: esadesign2@gmail.com

OWNER
ENL Investments LLC; Eric Haas

STRUCTURAL ENGINEER
JOSE GUZMAN
jguzmanalba@aol.com

MEP ENGINEER
ENRIQUE FERNANDEZ
eandkengineering@gmail.com

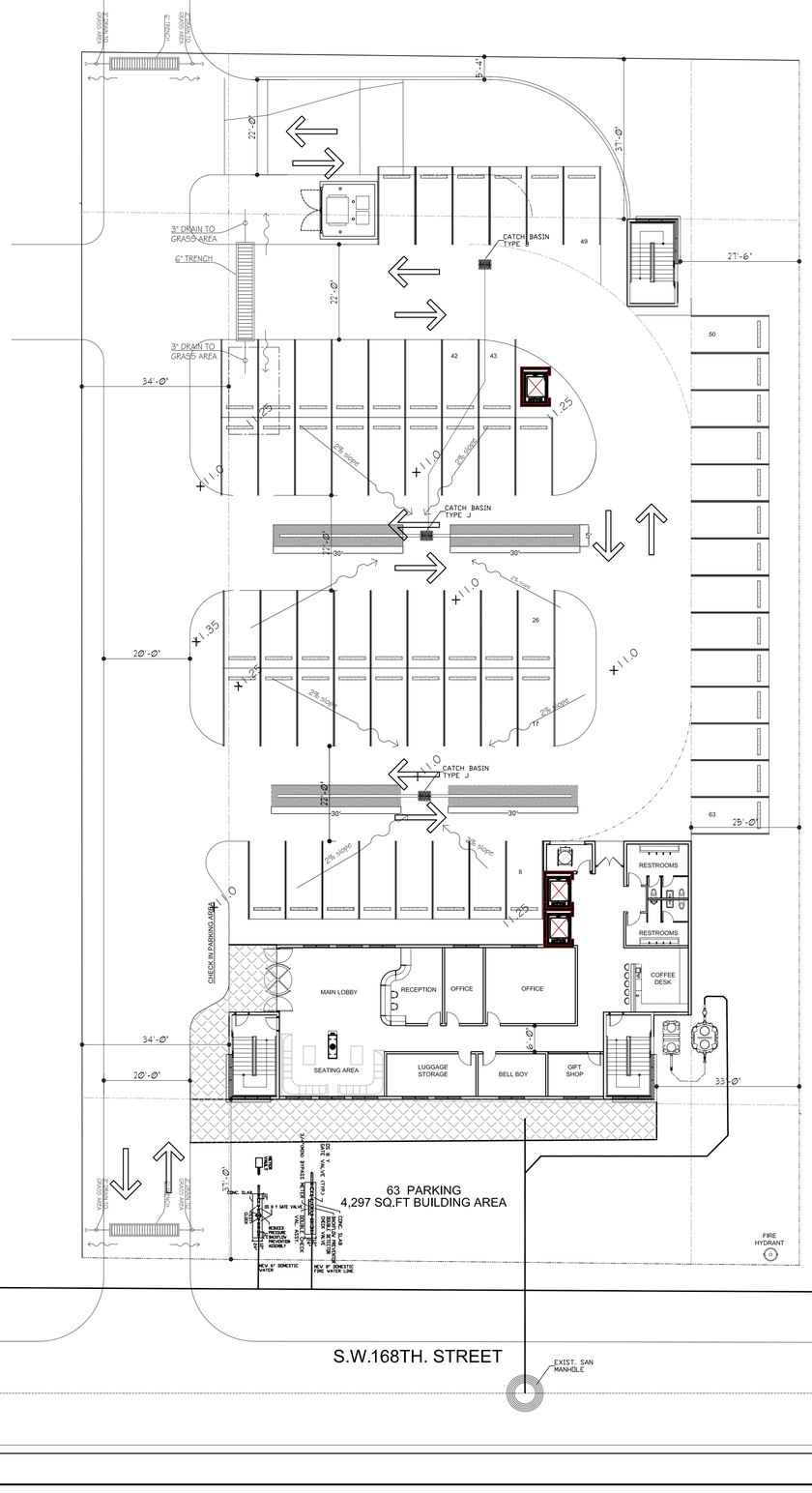
OLD CUTLER INN HOTEL
7406 SW 168TH STREET
PALMETTO BAY, FLORIDA
DATE OF SUBMITTAL 09/19/2022

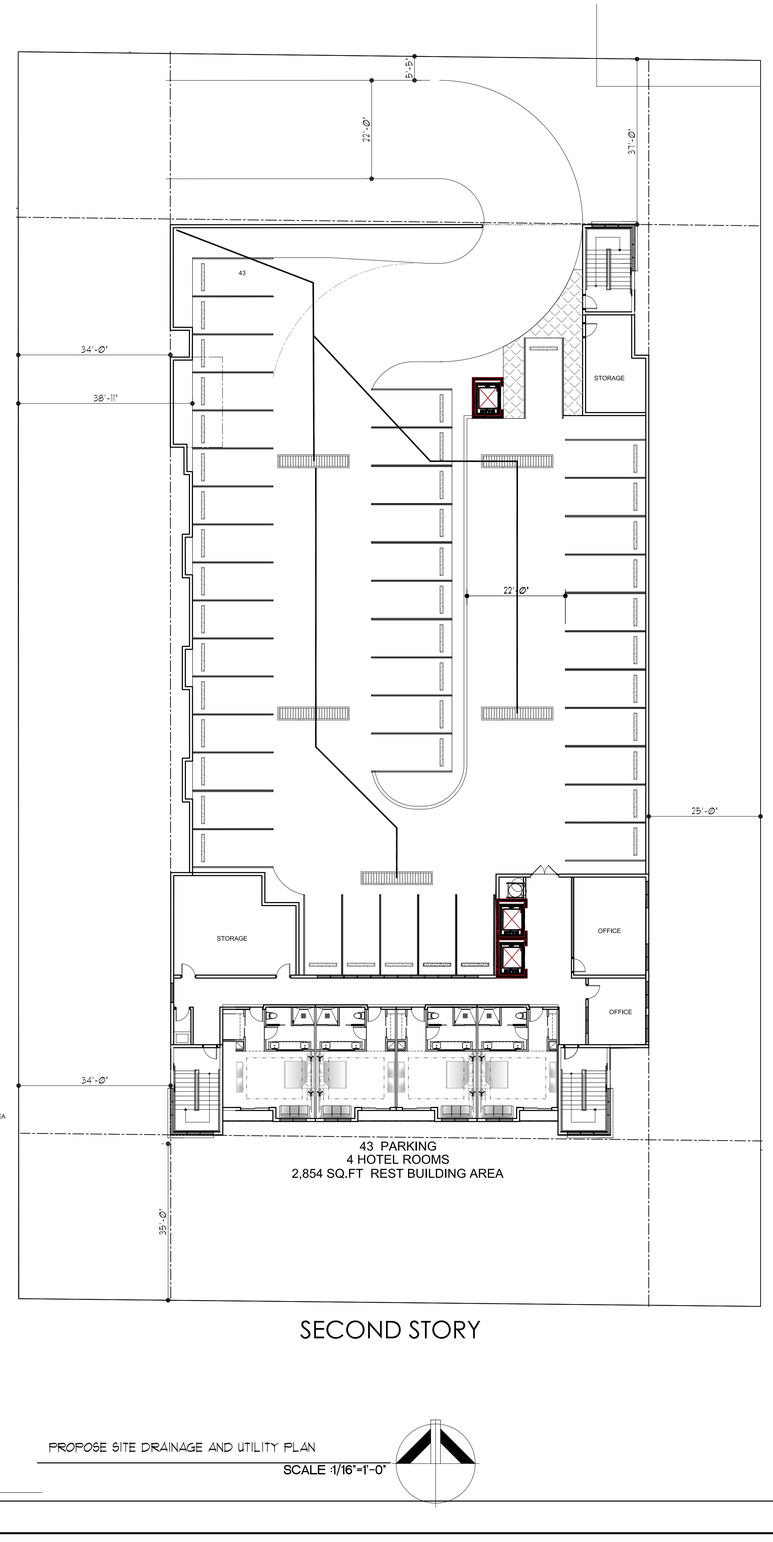
ALL OTHER PROFESSIONALS (CIVIL) SHALL BE IDENTIFIED AT TIME OF CONSTRUCTION DOCUMENT SUBMITTAL

Building permit application(s) and all other development order application(s). A development order application is an action pursuant to Chapter 30, taken after public hearing or an administrative development review as development shall be filed with the appropriate department, and shall be reviewed by all the various departments needed as per the applicable regulating authority, including Miami-Dade County and village public works, building, parks, and all outside agencies, including but not limited to the Miami-Dade County School Board, Miami-Dade County Fire Department, PERA,

ASPR-21-009

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SECOND STORY

PROPOSE SITE DRAINAGE AND UTILITY PLAN

SCALE :1/16"=1'-0"

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ISSUANCE FOR

☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1	REV2	REV3	REV4

AFFIX SEAL HERE

Client: OLD CUTLER INN
Address: 7271 SW 168 STREET
Address: PALMETTO BAY, FLORIDA
Phone:
Plan: HOTEL
PROJECT DATA

Job No.: EH-03
Drawn By:
Scale: AS NOTED
Date: 09-10-21

Lot:
Block:

EDWARD SILVA, ARCHITECT
REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

SC1

of

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DRAINAGE CALCULATIONS
LICKERS SUBDIVISION

Rational Formula: V=CAR
Average C: 0.7
5 Year Storm, 1hour Rainfall 3.2
USUAL OPEN HOLE TEST SEE ATTACHED TEST RESULTS

$$L = \frac{(C)\ (IR)\ (A)}{K(WH+2HDu+2HDs-Du2)+0.000139(WDu)}$$

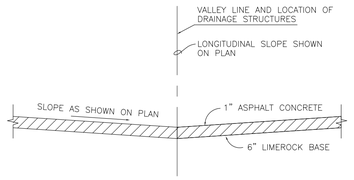
WHERE
L= TRENCH LENGTH, (FEET)
C= 0,9, COEFFICIENT FOR PARKING & BUILDING
A= IMPERVIOUS AREA, ACRES = 1.27 ACRE
I= RAINFALL INTENSITY = 6.0 IN. (HR. FOR 5 HRS.
K= HYDRAULIC CONDUCTIVITY=0.000137 (AVG. OF 4 TEST HOLES)
W= TRENCH WIDTH, FT. = 3 FT.
H= HEAD, FT. = 5.6 FT.
Du= UNSATURATED DEPTH, FT. = 9.6 FT.
Ds= SATURATED DEPTH, FT. = 7.6 FT.

CALCULATING, L= 105.19 FT. REQUIRED
L= 150 FT. PROVIDED

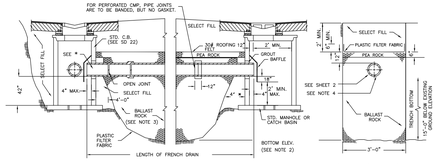
DRAINAGE AREA	AREA (ACRES)	VOL. TO TREAT (ACRE-IN)	K	LENGTH REQ. (FEET)	LENGTH PROV. (FEET)
1	0.55	1.23	9.10E-04	12	50
2	0.84	1.88	9.10E-04	18	50
3	0.68	1.52	9.10E-04	14	50
4	0.54	1.21	9.10E-04	11	50
5	1.00	2.24	9.10E-04	21	50
6	0.52	1.16	9.10E-04	11	50

GENERAL NOTES

1. ALL WORK IS TO BE PERFORMED IN COMPLIANCE WITH THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT.
2. BASIC SPECIFICATIONS TO BE IN ACCORDANCE WITH THE DADE COUNTY PUBLIC WORKS MANUAL.
3. ALL ELEVATIONS REFER TO N.G.V.D.
4. ALL UNDERGROUND INSTALLATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK. NEITHER THE ENGINEER NOR THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING FACILITIES DURING EXCAVATION OR CONSTRUCTION.
5. ALL UNSUITABLE MATERIAL TO BE REMOVED FROM RIGHT OF WAY AREAS AND REPLACED WITH ACCEPTABLE ROAD ROCK PRIOR TO CONSTRUCTION.
6. CATCH BASINS AND SURROUNDING PAVEMENT TO BE PER METROPOLITAN DADE COUNTY STANDARD DETAILS.
7. GRASS ALL SWALE AND SOD ALL DRAINAGE RIGHT OF WAY INTERSECTIONS AS NECESSARY.
8. REFER TO SURVEY BY DONALD P. RAMSAY & ASSOCIATES, INC. FOR EXISTING CONDITIONS AND ELEVATIONS.
9. MINIMUM INLET RIM ELEVATIONS = 6.7
10. MINIMUM FINISHED FLOOR ELEVATION = 7.9
11. SEE SITE PLAN FOR PARKING SPACE LAYOUT & DETAILS.



ON SITE
PAVEMENT SECTION
N.T.S.



* NO SLOTS OR PERFORATIONS ON THIS LENGHT OF PIPE

LONGITUDINAL SECTION

TRANSVERSE SECTION

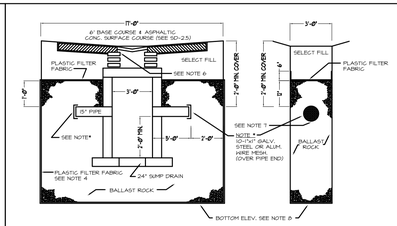
NOTES:
1. PLASTIC FILTER FABRIC (AT EA. SIDE) SHALL BE USED IN SANDY AREAS AS NOTED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
2. C.B. FRAME ELEVATION SHALL BE 3" BELOW LOW POINT. THE BOTTOM OF THE EXFILTRATION TRENCH SHALL BE 15'-0" BELOW EXISTING GROUND ELEVATION, UNLESS FIELD CONDITIONS WARRANT OTHERWISE.
3. AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE COMPACTED BY TWO PASSES OF THE BUCKET OF THE LOADER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE ELEVATION. NO PAVING SHALL BE PLACED UNTIL AFTER THE EXFILTRATION TRENCH IS COMPLETED, IN ACCORDANCE WITH THE DETAIL.
4. INVERT ELEVATION TO BE AS SHOWN IN W.C. 2.2 (ULEV 3.0 NOVO).

NOTE: IF THIS DETAIL IS TO BE USED FOR PRETREATMENT OF STORMWATER RUN-OFF, THE INVERT OF PIPE TO BE AS SHOWN IN W.C. 2.2; IF PRETREATMENT HAS BEEN PROVIDED THRU OTHER MEANS THE INVERT OF PIPE CAN BE LOWER THAN SHOWN IN W.C. 2.2.

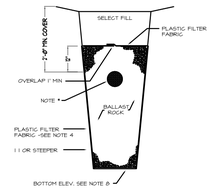


ALT. TRANS. SECTION

MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR WHERE SEVERE SEEPAGE OF WATER MAY OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.

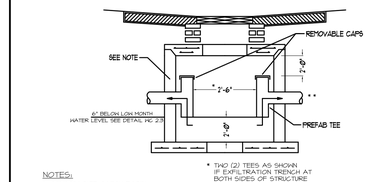


SIDE ELEVATION CROSS SECTION



ALT. CROSS SECTION

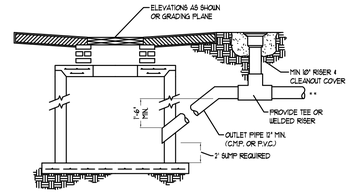
NOTES:
1. CONSTRUCTION TO BE IN ACCORDANCE WITH PUBLIC WORKS MANUAL STANDARD DETAILS SD 2.2 AND SD 23.
2. C.B. FRAME ELEVATION SHALL BE 3" BELOW LOW POINT.
3. ALTERNATE CROSS SECTION FOR SD 13 CATCH BASIN MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND VERTICAL, OR CAVE-IN BELOW THE WATER TABLE IS LIKELY TO OCCUR. ALTERNATIVE SECTION TO BE USED AT THE DISCRETION OF THE ENGINEER.
4. PLASTIC FILTER FABRIC EACH SIDE AND BOTTOM OVERLAPPED ON TOP SHALL BE USED IN SANDY AREAS AS NOTED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
5. METAL CATCH BASIN MAY ALSO BE USED, SEE SHEET 2 OF 3
6. BRICK MASONRY CONTRUCTION TO BE PLASTERED WITH 1/2" MORTAR INSIDE AND OUTSIDE
7. INVERT ELEVATION TO BE AS SHOWN IN HC 2.2 (AVG. OCTOBER GROUND WATER LEVEL).
8. THE BOTTOM OF THE EXFILTRATION TRENCH SHALL BE 15'-0" BELOW EXISTING GROUND ELEVATION, UNLESS FIELD CONDITIONS WARRANT OTHERWISE.
9. WHEN SLAB COVERED TRENCH IS ALLOWED THEN INVERT OF PIPE CAN BE LOWER THAN OCT. LEVEL.



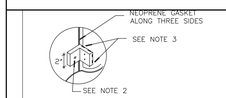
* TWO (2) TEES AS SHOWN IF EXFILTRATION TRENCH AT BOTH SIDES OF STRUCTURE

NOTES:
1. MINIMUM SIZE CATCH BASIN PER STD DETAIL SD 2.2 OR LARGER
2. REINFORCEMENT PER APPLICABLE STD SD DETAIL-FM MANUAL PART I

** SET PIPE INVERT TO OCT WATER LEVEL SEE DETAIL HC 2.2 SECTION D4, WATER CONTROL



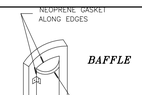
CATCH BASIN WITH GREASE & OIL INTERCEPTOR N.T.S.

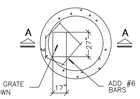


BRACKET DETAIL

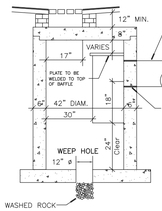


SECTION A-A





PLAN



TYPE "D" CATCH BASIN

TABLE No.1	
D	BAFFLE DIAMETER
15"	24"
18"	30"
24"	36"
30"	42"
36"	42"

NOTES FOR BAFFLE AND BRACKET:

1.- BAFFLE TO BE A SECTION OF CMP IN HALF. DIAMETER TO BE AS PER TABLE No.1
2.- 1/2" GALVANIZED LAG BOLT IN LEAD SHIELD (TYP.)
3.- WELD OR TWO 1/4"ø THRU BOLTS (S.S.)
4.- WHERE TWO BAFFLES ARE REQUIRED IN THE SAME DRAINAGE STRUCTURE, CLEAR DISTANCE BETWEEN BAFFLES SHOULD BE 2'.
5.- COST OF LABOR MATERIAL AND INSTALLATION OF THE BAFFLE TO BE INCLUDED IN THE COST OF THE INLET.

ON SITE
BAFFLE DETAIL
N.T.S.

GENERAL NOTES FOR PIPE CULVERTS

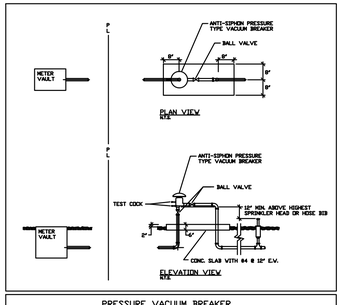
THE CONTRACTOR HAS THE OPTION OF INSTALLING THE FOLLOWING PIPE TYPES

A. CONCRETE - SLOTTED PIPE
B. CORRUGATED STEEL PIPE - BIT COATED BOTH SIDES PERF (SEE TABLE)
C. CORRUGATED ALUMINUM - PERFORATED (SEE TABLE)
D. CORRUGATED METAL - SMOOTH-LINED PIPE

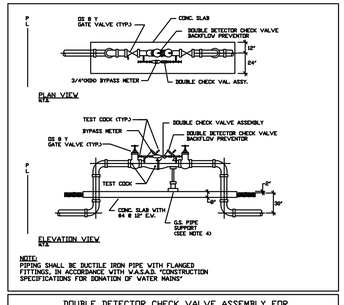
CORRUGATED STEEL & ALUMINUM PIPE CULVERTS			
PIPE DIAM. (Inches)	CONVENTIONAL CMP	SMOOTH LINED	
		OUTER SHELL	LINER
	approx. No. of 3/8" dia. holes * (PER LIN. FT OF PIPE)	No. of 3/8" dia. holes (PER LIN. FT OF PIPE)	No. of 3/8" dia. holes (PER LIN. FT OF PIPE)
15	100	100	50
18	120	120	60
24	160	160	80
30	200	200	100
36	240	240	120
42	275	275	140
48	315	315	160
54	355	355	180
60	395	395	200
72	470	470	235
84	550	550	275

NOTE: PERFORATIONS SHALL BE UNIFORMLY SPACED AROUND THE FULL PERIPHERY OF THE PIPE TO WITHIN 4" OF EACH END OF EACH LENGTH OF PIPE. THE NUMBER OF PERFORATIONS PER LINEAR FOOT OF PIPE AND THE DIAMETER OF THE PERFORATIONS SHALL BE AS SHOWN ON THE ABOVE TABLE.

* 5/8 INCH DIAMETER HOLES MAY BE UTILIZED IN LIEU OF THE 3/8 INCH DIAMETER HOLES IF THE NUMBER OF HOLES IS INCREASED TO PROVIDE AN EQUAL CROSS SECTIONAL HOLE AREA THE OTHER REQUIREMENTS REMAIN THE SAME.

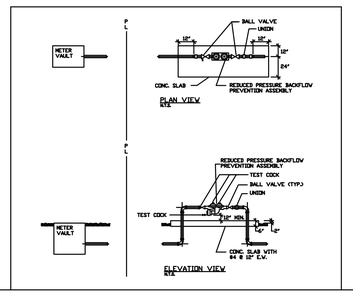


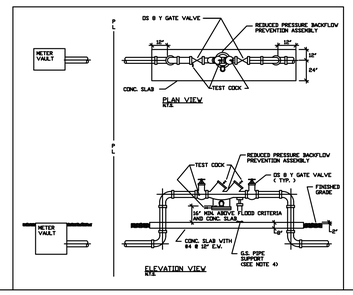
PRESSURE VACUUM BREAKER
IRRIGATION SYSTEM ONLY



NOTE:
PIPING SHALL BE DUCTILE IRON PIPE WITH FLANGED FITTINGS, IN ACCORDANCE WITH "A.S.A.S. "CONSTRUCTION SPECIFICATIONS FOR DONATION OF WATER MAINS"

DOUBLE DETECTOR CHECK VALVE ASSEMBLY FOR
FIRELINE SERVICE ONLY





DESIGNS, DRAWINGS AND RELATED DOCUMENTS PREPARED BY E.S.A. DESIGN GROUP ARE INSTRUMENTS OF SERVICE FOR THE EXECUTION OF THE WORK AND ARE THE PROPERTY OF E.S.A. DESIGN GROUP WHETHER THE WORK BE EXECUTED OR NOT, AND E.S.A. DESIGN GROUP RESERVES COPYRIGHT THEREIN AND THEY ARE NOT TO BE USED WITHOUT PRIORED CONSENTATION OR FOR ANY OTHER WORK WITHOUT THE PRIOR WRITTEN CONSENT OF E.S.A. DESIGN GROUP. REPRODUCTIONS OF DRAWINGS AND OF SPECIFICATIONS, WITHOUT WRITTEN CONSENT IS PROHIBITED.

ISSUANCE FOR
☐ BIDDING ☐ CONSTRUCTION ☐ PERMIT

REV1	REV2	REV3	REV4

AFFIX SEAL HERE

Client: OLD CUTLER INN
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Date: 09-10-21
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REG. No. 0011131
8900 SW 117TH AVENUE #107B, MIAMI, FLORIDA 33186
(305) 275-8383 / FAX - (305) 275-8381

SC2
of

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Attachment I
December 29,2022 Village Memo of Insufficiency

Village of Palmetto Bay
Planning and Zoning Division
Community and Economic Development Department

REVIEW FOR COMPLETENESS

Date:	December 29, 2022
File Number:	ASPR-21-009
Applicant:	Eric Haas/ ENL Investments LLC
	eric@sportsgrillmiami.com
Project Site:	7406 SW 168th Street | Hotel- Restaurant
Folios:	33-5026-002-0031/ 33-5026-002-0021/ 33-5026-002-0020/ 33-5026-002-0030

The following is a summary of a completeness review of the resubmittal received by the Village of Palmetto Bay on December 7, 2022 as a supplement to the submittal of September 19, 2022. This review for completeness includes the September 19, 2022 (Submittal #3) and December 7, 2022 (Submittal #4) documents in totality.

The review for completeness does not include a determination of compliance with all applicable Land Development Code (zoning district, etc.) requirements. Once the application is determined to be complete, it will be reviewed in accordance with the applicable provisions of Chapter 30.

Pursuant to Land Development Code Section 30-30.2(d)(13)(e), upon receipt of an application, the village shall have 15 business days to determine whether the application is complete (accepted) or deficient (rejected). The village shall notify the applicant in writing of his/her determination and shall provide written findings as to any deficiencies. The village shall not be required to take further action on the application until the deficiencies are remedied. Once the application is determined to be complete, it shall be reviewed in accordance with the applicable provisions of Chapter 30. Every modification to the application shall require an additional completeness determination which may delay processing, review or action on the application.

Furthermore, it appears from the plans submitted that the proposed structure exceeds 40,000 square feet. Based on Section 30-30.5(f), site plans that propose more than 40,000 square feet of nonresidential and/or commercial building area outside of the mixed-use districts shall require a quasi-judicial public hearing. This is further supported by Section 30-30.3 (Administrative

Development Approvals) which states that the director shall have the authority to review and act on any application for development approval for a permitted use, ***unless a public hearing is required***, in the zoning district in which a development is proposed. Section 28-1 requires the Village to procure a traffic study for land use decisions presented to the Village Council. Once the required tabular information is clearly provided stating the square footage of the structure, the Village will make this final determination. The Village cannot proceed to procure a traffic study until the application is deemed complete.

Based on the findings of the review for completeness, the submittal is found to be "deficient" and therefore rejected per Section 30-30.2(d)(13)(e).

The findings below are based on Section 30-30.2(d) and Section 30-30.5(g)(2):

• Original executed application signed by the applicant and by the property owner and a letter of intent.	Deficient
○ Deed, title abstract, and verified statement showing each and every individual person having a legal or equitable ownership interest in the subject property, except publicly held corporations, in which case the names and addresses of the principal, corporate officers, affiliates, partners or associates shall be included. ○ The Letter of Intent shall describe the proposed use and development. The letter should include any special requests such as variance, special use, transfer of development rights in addition to the proposed site plan. ○ The Letter of Intent shall also include identification of applicable key persons, including, owner(s); owner's authorized agent(s); contracted buyer for owner's property; architects, engineers, landscape architects; and/or any other representative(s) or professional(s) involved in the application, if any.	
• Survey and legal description.	Deficient
○ Survey shall be no more than one year old, which accurately depicts site conditions certified by a state registered land surveyor.	
○ A copy of any recorded plat	
• Site Plan	Deficient
○ Location map including geographic coordinates at a scale not less than 1" = 1,000'	
○ Location, area and use of all portions of the site including setbacks	
○ The site plan shall show the name and address of the owner and/or developer, the Village of Palmetto Bay, Miami-Dade County, Florida, legal description, north arrow, date and scale of drawing and number of sheets. In addition, it shall reserve a blank space on the front page; three inches wide and five inches high for use by the village.	
○ All existing and proposed street right-of-way reservations and easements, canals and watercourses, their names, numbers and widths; as well as the owner.	
○ Tabular Information:	

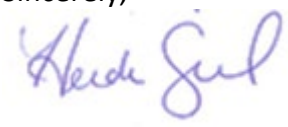
▪ Parking details including a breakdown indicating the number of spaces required for each proposed and existing use. Parking spaces and calculation shall be based upon section 30-70.8.	
▪ Total site area	
▪ Density (dwelling units per acre) or intensity (floor area ratio)	
▪ Total floor area, floor area by floor, existing/proposed, and usage associated	
▪ Building Height	
▪ Zoning for site and adjacent sites	
▪ Future Land Use for site and adjacent sites	
• Vehicular circulation and Parking Plan	Deficient
○ Required parking, loading spaces and walkways, indicating type of surface, size, angle and width of stalls and aisles, together with a schedule showing the number of parking spaces provided and the number required by the provisions of Division 30-70.	
○ Location, type, material, and size of vehicular entrances to the site.	
○ Ingress and egress to site.	
○ Pavement markings and signage plan	
• Signed and sealed elevation plans showing all four elevations (north, south, east, and west) including heights, distances, and dimensions of existing and proposed new building conditions.	Complete
• Signed and sealed floor plans providing all dimensions and uses.	Deficient
• All proposed signs and exterior lighting.	Deficient
• Open Space and Landscape Plans	Deficient
○ Include the location, type, size and description of all proposed landscape materials including the limits or extent of tree removal or tree protection pursuant to Division 30-100.	
○ Irrigation methods	
○ The location, size and character of any common open space, and the form of organization proposed to own and maintain any common open space.	
○ Percentage of site covered by building(s)	
○ Pervious space and landscaped area(s)	
○ Ground floor coverage of impervious material	
○ Location, type, size and height of fencing, walls and screen planting	
• Stormwater Plan	Deficient
○ Grading plan	
○ Provisions for the adequate disposition of natural and stormwater in accordance with the adopted design criteria and standards of the village, indicating the location, size, type and grade of ditches, catch-basins and pipes and connections to the existing drainage system on site system; and Miami-Dade County Environmental Resources Management (DERM) criteria.	
○ Detailed plans documenting the existing stormwater drainage condition of the site, the adjoining properties, and rights-of-way.	
○ Existing topography with a maximum contour interval of two feet, except where existing ground is on a slope of less than two percent, in which case either one foot contours or spot elevations shall be	

provided where necessary, but not more than 100 feet apart in both directions.	
○ Proposed finished grading by contours supplemented where necessary by spot elevations and in particular at those locations along lot lines.	
○ Sea Level Rise / Flood Plain Management Information	
▪ Elevation in relation to mean sea level of the proposed lowest floor, including basement to the top of roof and/or parapet of all buildings.	
▪ Elevation in relation to mean sea level to which any nonresidential building will be floodproofed, if required.	
▪ Certificate from a registered professional engineer or architect that the nonresidential floodproofed building will meet the floodproofing criteria and detailed plan documenting scope of work to ensure compliance with subsection 30-30.2(n), subsection 30-100.6, and the Florida Building Code.	
▪ Description of the extent to which any watercourse will be altered or relocated as the result of proposed development.	
▪ Survey by a profession surveyor and/or mapper to locate lowest elevation point, and spot elevations.	
▪ Certified geotechnical percolation testing to establish water drainage through soil.	
• Utilities Plan	Deficient
○ Identification and location of all existing and proposed utilities, including, but not limited to:	
○ Water and sanitary sewer or on-site septic tank	
○ Telephone, electric, gas and other utilities	
○ Dumpster location including detail of enclosure	
○ Fiberoptic cable	
• Any additional data, plans or specifications which the applicant believes is pertinent and will assist in clarifying the application.	N/A
• Concurrency compliance facilities and other utilities or services as required under this Code	N/A
• Copies of all permits required by other agencies to be obtained within the time required under subsection 30-30.2(k).	N/A
• Letters of No Objection from relevant outside agencies, including but not limited to the Miami-Dade County Water and Sewer Department, Miami-Dade County Fire Department, Miami-Dade County DERM, or the South Florida Water Management District (SFWMD).	Deficient
• Copies of all prior approved variances, rezonings, comments, declaration of restrictions, development orders and/or zoning resolutions applicable to the site.	Deficient
• Other information as required by the village as may be necessary to determine conformance with and enforcement of the requirements of Chapter 30.	N/A

Based on the quality of the submittal, it is recommended that a pre-application meeting be scheduled with myself and Village Staff to review the submittal requirements. Furthermore, please note that on December 12, 2022, the Village Council passed on first reading a rezoning for the subject site and surrounding area. The accompanying Land Development Code amendment for the new zoning district prohibits hotel use. Section 30-30.7(e) "Zoning in progress, hold on permits or certificate of uses" of the Land Development Code states: "When an amendment to Chapter 30 or a rezoning of a parcel of land has been approved on first reading by the village council, no development application pending before the village with respect to the area or text which is the subject of the proposed amendment shall be approved unless the development application would be in conformity with both the existing legislation and the proposed legislation for a period of six months from the date of the approval on first reading by the village council. This period maybe extended one time for an additional three months by resolution of the village council".

No further action shall be taken on this Application until the deficiencies are remedied and further consideration of the zoning regulations can be considered. If you have any questions or would like additional information, please do not hesitate to contact me at (305) 259-1276.

Sincerely,



Heidi Siegel, AICP

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Nick Marano, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE 2023 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Legislative Agenda 2023-KC.pdf

RESOLUTION NO. 2023-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; APPROVING THE 2023 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village Council has developed a Legislative Agenda that supports the priorities of the Village of Palmetto Bay for the 2023 Legislative session; and

WHEREAS, the Mayor and Village Council desire to lobby the State Legislature to consider and address these priorities.

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

Section 1. The Village Council hereby approves its 2023 Legislative Agenda, as further detailed in Sections 2 below.

Section 2: The Village Council hereby supports and approves the following priorities for funding and takes positions to support certain legislative policies as follows:

A. Requesting funding for critical drainage and flood control projects to improve the Village's resiliency to named storms and other serious weather events. The Village is currently designing and permitting Sub-Basins 11, 41 and 44 and will be requesting a State Appropriation to help fund construction.

B. Requesting funding for Veterans' Park Phase 1 construction. The Village's consultant, Kimley-Horn, is developing construction drawings for the Council-approved Veterans' Park. The Village Council has set aside $2 million in the current fiscal year budget for Veterans'

Park construction and will be looking for a matching amount from a State Appropriation to build the first phase of the park.

C. Requesting funding for the Coral Reef Park Education/Recreation Building. The Village Council, and community, has made construction of this building a priority and has set aside $1.2 million in the current fiscal year budget for its construction. The Village will be requesting a matching amount from a State Appropriation to construct this building.

D. Supporting any legislation requesting funding assistance and partnership opportunities for projects that enhance mobility and create a network of interconnected lanes in support of bicycle and pedestrian activity within the Village.

E. Supporting any legislation that reduces homeowner, flood and hazard insurance rates and working to achieve rate relief and reforms.

I. Supporting funding for mental health initiatives for children of school age. The Village supports increasing school funding for mental health issues to protect our children.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 9th day of January 2023.

Attest: _____ _____

Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Yvonne Picado, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING RESOLUTION 2022-49 RELATING TO THE WELL ABANDONMENT PROGRAM; CANCELING THE PROGRAM AND RETURNING THE UNEXPENDED FUNDS FOR REALLOCATION FOR OTHER PROJECTS AS DETERMINED BY VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:

RESO-Rescinding Water Well Program
Attachment A-Resolution 2022-49
Attachment B-Resolution 2022-71
Attachment C-Water Main Door Hanger
Attachment D - Survey Results.pdf

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RESCINDING RESOLUTION 2022-49 RELATING TO THE WELL ABANDONMENT PROGRAM; CANCELING THE PROGRAM AND RETURNING THE UNEXPENDED FUNDS FOR REALLOCATION FOR OTHER PROJECTS AS DETERMINED BY VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, on May 2nd, 2022, Village Council approved Resolution 2022-49 (Attachment A) allocating two million dollars ($2,000,000) of American Rescue Plan Act (ARPA) funds toward well abandonment program; and

WHEREAS, on July 19th, 2022, Village Council approved Resolution 2022-71 (Attachment B) authorizing the Village Manager to conduct a survey to residents not connected to The Miami-Dade County Water and Sewer Departments water mains; and

WHEREAS, on August 16th, 2022, door hangers (Attachment C) were distributed to those residents in the Six (6) areas not connected to the water mains allowing them to participate in an online survey; and

WHEREAS, the survey has concluded (Attachment D).

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council rescinds Resolution 2022-49 and returns unexpended funds to be allocated for future projects as determined by the Council.

Section 2. This Resolution shall become effective upon the date of its adoption.

PASSED AND ADOPTED this 9th day of January 2022.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	_____
Council Member Steve Cody	_____
Council Member Marsha Matson	_____
Vice-Mayor Leanne Tellam	_____
Mayor Karyn Cunningham	_____

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RESOLUTION NO. 2022-49

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, TO AMEND RESOLUTION 2021-105 RELATING TO A WELL ABANDONMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO DEVELOP PROGRAM GUIDELINES AND REQUIREMENTS FOR WELL ABANDONMENT AND WATER MAIN EXTENSIONS; EARMARKING $2 MILLION DOLLARS OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDING FOR THE PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson and Co-Sponsored by Mayor Karyn Cunningham, and Councilmember Patrick Fiore*)

WHEREAS, Palmetto Bay residents lacking potable water from WASD water mains have reported to Village Council contamination of their drinking water from their private wells; and

WHEREAS, the Village of Pinecrest, a municipality immediately north of the Village of Palmetto Bay, has issued a report of their wells contaminated by arsenic, dieldrin, (a carcinogen banned in most countries), pesticides, and other toxic substances; and

WHEREAS, it is estimated that approximately 200 homes in the Village are not connected to the WASD water system; and

WHEREAS, the Village of Palmetto Bay Comprehensive Plan Water Supply Facilities Element Policy 11.2.2 provides for "potable water service to those areas within municipal limits that are currently dependent upon private wells to satisfy potable water needs…" and

WHEREAS, the Village of Palmetto Bay has signed on to Miami-Dade County's Resilient 305 Plan; and

WHEREAS, one of the recommendations of the Resilient 305 Plan is to abandon wells and connect to a public water system; and

WHEREAS, the Village has an obligation to protect the health and safety of residents in the quality of water they consume; and

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WHEREAS, Resolution 2021-105 is amended to incorporate the following actions below,

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

Section 1: The above whereas clauses are incorporated as if set forth in full.

Section 2: The Village Manager is hereby authorized to develop guidelines and requirements to implement a well abandonment and water main extension program.

Section 3: Abandoning the contaminated wells and providing clean water to residents is a "necessary investment in water" that the American Rescue Plan Act (ARPA) was designed to address under the infrastructure category.

Section 4: Two Million dollars, $2,000,000.00, of ARPA funding is to be earmarked for this program.

Section 5: The program shall consist of installation of water main extensions in the areas that presently don't have water main extensions.

Section 6: This Resolution shall take effect immediately upon enactment.

PASSED AND ENACTED this 2nd day of May, 2022.

Attest:

DocuSigned by:
Missy Arocha
6EDC211E...

Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
35B93C...

Karyn Cunningham
Mayor

DocuSign Envelope ID: 342E43E9-FCA5-4D13-8451-AE265695454A

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

DocuSigned by:
John C. Dellagloria, Esq.
CB0A0D1D9214388...

John Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	YES
Council Member Steve Cody	ABSENT
Council Member Marsha Matson	YES
Vice-Mayor Leanne Tellam	NO
Mayor Karyn Cunningham	YES

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RESOLUTION NO. 2022-71

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO PREPARE AND ISSUE A COMMUNITY SURVEY OF AFFECTED RESIDENTS NOT CONNECTED TO THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT'S WATER MAINS AS THEY PRESENTLY DO NOT HAVE THEM ABUTTING THEIR RESIDENTIAL PROPERTY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO REPORT THE RESULTS OF THE COMMUNITY SURVEY BY OCTOBER 2022; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, in an effort to access the needs and wants of our Village residents who are not connected to the Miami-Dade County's Water and Sewer water mains as they do not have water mains abutting their property, the Village Council is desirous of conducting a community survey to identify the needs of residents; and

WHEREAS, the Village Manager is directed to prepare and issue the community survey and report back to the Village Council the results of the community survey no later than October 2022; and

WHEREAS, if implemented, per statute, the residents will be required to connect to the water mains within ninety (90) days of their installation and acceptance by MDWASD (absent other exemptions obtained by the individual or the Village); and

WHEREAS, the cost to connect to the new water services will be at the cost of the residents, is estimated to be in the Ten Thousand ($10,000) Dollar to Twelve Thousand ($12,000) Dollar range per household; and

WHEREAS, the costs of the conducting the survey will be no more than Twenty-Five Thousand ($25,000) Dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

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Section 1. The Village Manager is hereby authorized to conduct a community survey of residents who do not have water mains abutting their properties and who are not connected to water mains of the Miami-Dade County Water and Sewer Department and report back to the Village Council by October.

Section 2. This Resolution shall become effective upon the date of its adoption.

PASSED AND ADOPTED this 19th day of July 2022.

Attest:

DocuSigned by:
Missy Arocha
Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham
Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

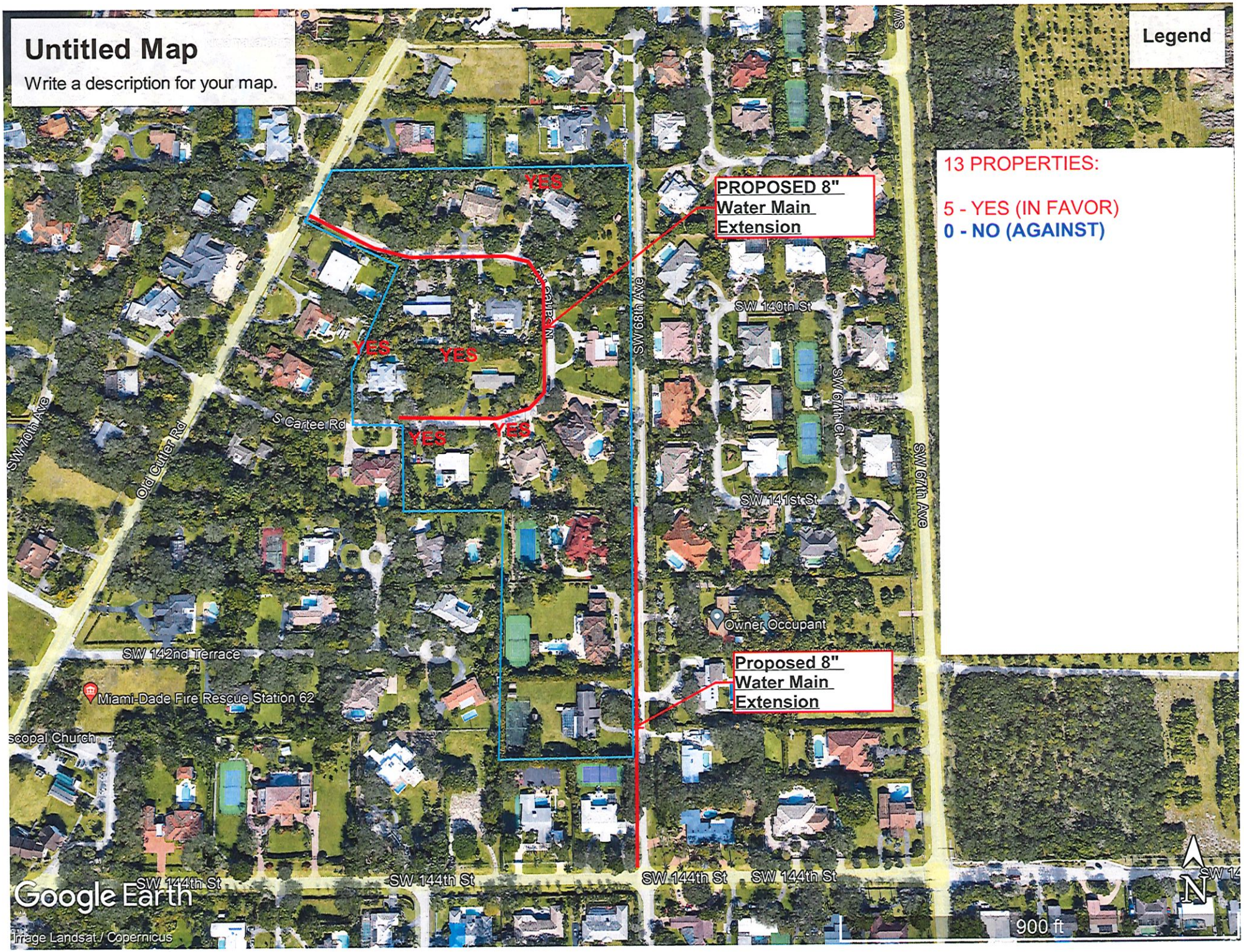
DocuSigned by:
John C. Dellagloria, Esq.
John C. Dellagloria
Village Attorney

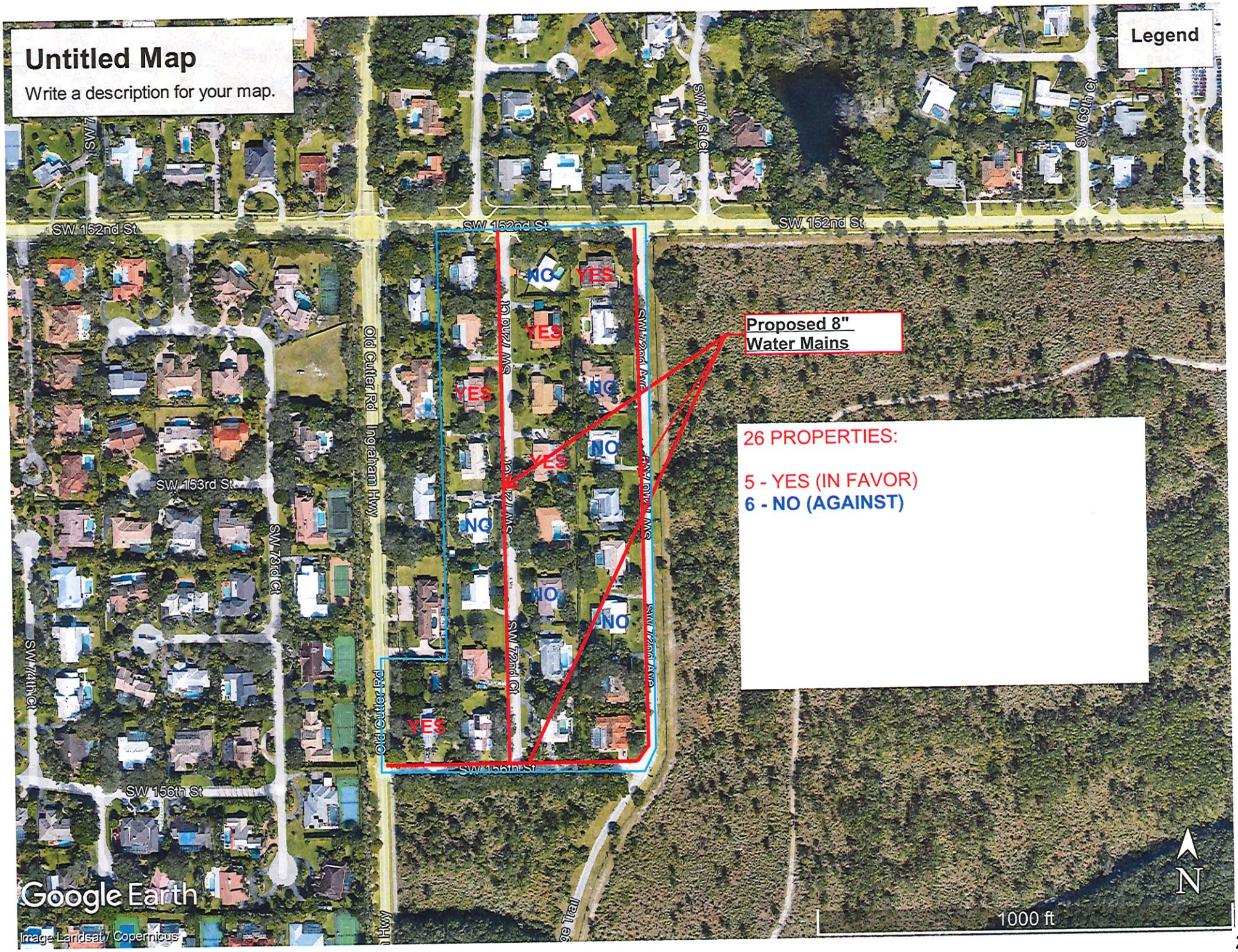
FINAL VOTE AT ADOPTION:

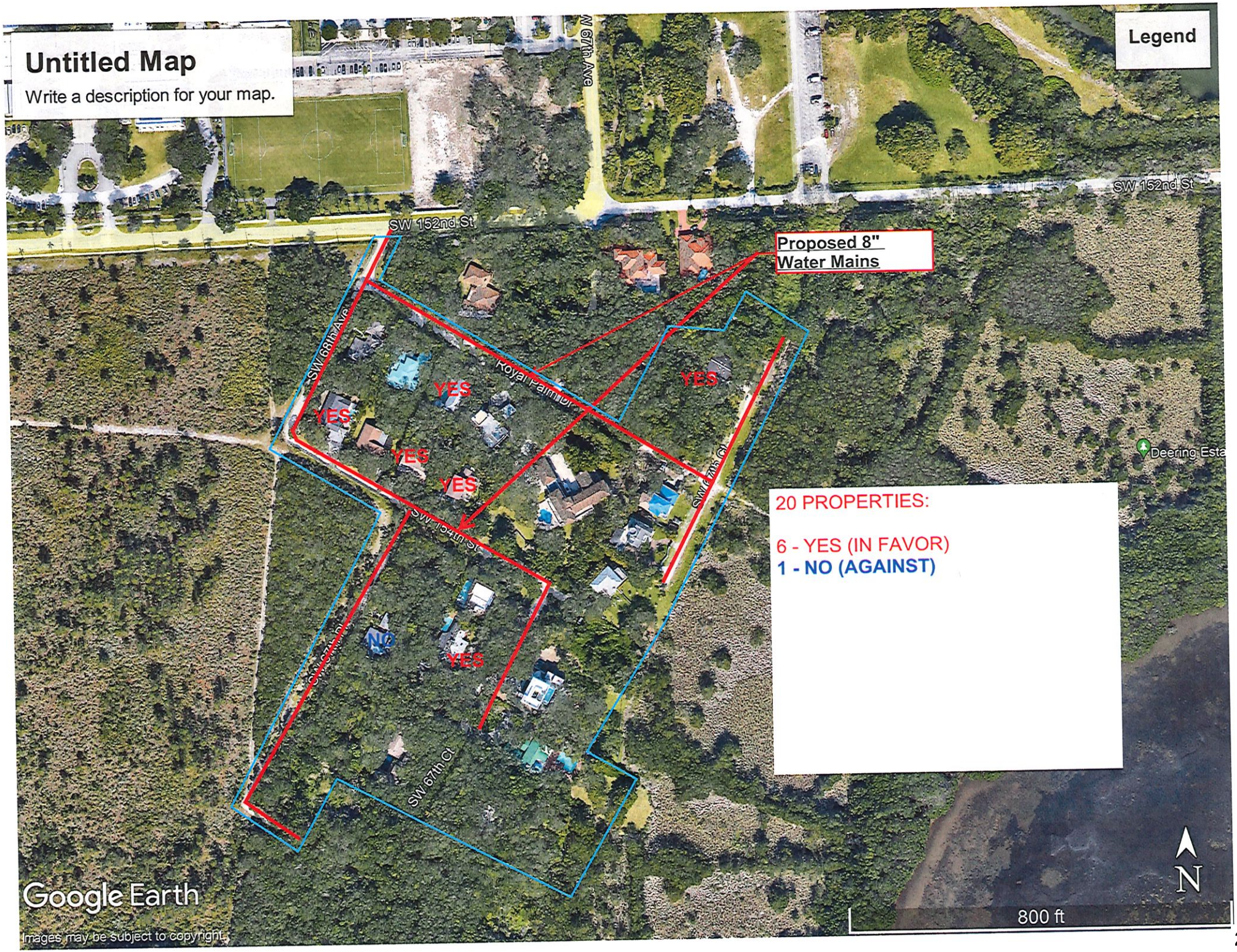
Council Member Patrick Fiore	ABSENT
Council Member Steve Cody	YES
Council Member Marsha Matson	NO
Vice-Mayor Leanne Tellam	YES
Mayor Karyn Cunningham	YES


WATER MAIN CONNECTION SURVEY
SCAN THE QR CODE TO TAKE THE SURVEY
Palmetto Bay is conducting a survey of the homeowners in your area to determine whether to bring county portable water service to the area. Once the water service is installed, the cost to connect to a particular property would be the responsibility of the property owner. Please take this one-question survey to let us know whether you want the county service or prefer to remain with your existing well water system.


WATER MAIN CONNECTION SURVEY
SCAN THE QR CODE TO TAKE THE SURVEY
Palmetto Bay is conducting a survey of the homeowners in your area to determine whether to bring county portable water service to the area. Once the water service is installed, the cost to connect to a particular property would be the responsibility of the property owner. Please take this one-question survey to let us know whether you want the county service or prefer to remain with your existing well water system.


Untitled Map
Write a description for your map.
Legend
13 PROPERTIES:
5 - YES (IN FAVOR)
0 - NO (AGAINST)
PROPOSED 8" Water Main Extension
Proposed 8" Water Main Extension
YES
YES
YES
YES
YES
SW 68th Ave
SW 67th Ave
SW 67th Ct
SW 140th St
SW 141st St
SW 142nd Terrace
SW 144th St
SW 144th St
SW 144th St
SW 144th St
S Cartee Rd
Old Cutler Rd
SW 70th Ave
Miami-Dade Fire Rescue Station 62
Owner Occupant
Google Earth
Image Landsat / Copernicus
900 ft
N


Untitled Map
Write a description for your map.
Legend
Proposed 8" Water Mains
26 PROPERTIES:
5 - YES (IN FAVOR)
6 - NO (AGAINST)
SW 152nd St
SW 71st Ct
SW 69th Ct
SW 153rd St
SW 156th St
Old Cutler Rd
Ingraham Hwy
SW 73rd Ct
SW 74th Ct
SW 72nd Ct
SW 72nd Ave
NO
YES
1000 ft
N
Google Earth
Image Landsat/ Copernicus


Untitled Map
Write a description for your map.
Legend
SW 152nd St
N 67th Ave
SW 68th Ave
Royal Palm Dr
SW 67th Ct
SW 154th St
Proposed 8"
Water Mains
YES
YES
YES
YES
YES
NO
YES
20 PROPERTIES:
6 - YES (IN FAVOR)
1 - NO (AGAINST)
Deering Esta
N
800 ft
Google Earth
Images may be subject to copyright.


Untitled Map
Write a description for your map.
Legend
Proposed 8" Water Main
Proposed 8" Water Main
NO
NO
NO
NO
NO
NO
NO
NO
YES
NO
18 PROPERTIES:
1 - YES (IN FAVOR)
9 - NO (AGAINST)
SW 82nd Ave
SW 81st Ave
SW 80th Ave
SW 78th Pl
SW 78th Ct
SW 77th Ct
SW 156th St
SW 78th Ave
SW 83rd Ave
SW 79th Ave
SW 77th Ct
SW 83rd Ct
SW 160th St
SW 161st St
SW 80th Ave
N
1000 ft
Google Earth
Image Landsat / Copernicus


Untitled Map
Write a description for your map.
Legend
9 PROPERTIES:
2 - YES (IN FAVOR)
1 - NO (AGAINST)
Proposed 8" Water Main
YES
NO
YES
SW 164th St
SW 164th Terrace
SW 165th St
SW 166th St
SW 167th St
SW 168th St
Old Cutler Rd
SW 72nd Ave
Cibula Kathy J
Emanuel Vargas Pedrero Banner Store
Deering Dental
Deering Estate
Shell
Deering Seafood Festival on the Bay
Google Earth
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
700 ft
N


Untitled Map
Write a description for your map.
Legend
Alexander Montessori School
SW 178th Terrace
SW 184th St
Proposed 8"
Water Main
NO
SW 180th St
SW 180th Terrace
SW 181st Terrace
SW 182nd Terrace
SW 77th Ave
Old Cutler Rd
Palmetto
7 PROPERTIES:
0 - YES (IN FAVOR)
1 - NO (AGAINST)
N
800 ft
Google Earth
Image Landsat / Copernicus

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT RFP #18/19-2, FOR THE RETROFITTING AND UPDATING OF THE LIGHTING SYSTEM WITHIN THE BASKETBLL COURTS AT PALMETTO BAY PARK AT A COST NOT TO EXCEED $66,500, WITH FIFTY PERCENT (50%) OF THE COST PROVIDED FROM THE STATE OF FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-MUSCO Sports Lighting Basketball Courts
RESO-MUSCO Sports Lighting-PBP
12-2022- Musco Sports Lighting - Palmetto Bay Park Basketball Lighitng Quotation.pdf
Agenda_2019_5_28_Meeting
Bid Tabulation

Clay County Bid Sheet 11-14-18
Clay County FL BOCC Minutes 5-28-19
Clay County RFP
FinanceCommitteeMinutes_2019_5_21_Meeting
Notice of Intent to Award Bid

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Nick Marano, Village Manager

Re: Musco Sports Lighting, LLC
Palmetto Bay Park – Basketball Courts

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT RFP #18/19-2, FOR THE RETROFITTING AND UPDATING OF THE LIGHTING SYSTEM WITHIN THE BASKETBALL COURTS AT PALMETTO BAY PARK AT A COST NOT TO EXCEED $66,500.00, WITH FIFTY PERCENT (50%) OF THE COST PROVIDED FROM THE STATE OF FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:
The Palmetto Bay Park basketball courts have been identified as an approved 2022-2023 Capital Improvement Project. Upgrades to be accomplished from this funding include the new LED lighting, new backboards and rims, and court resurfacing to incorporate striping for pickleball. The Parks and Recreation Department is in receipt of a proposal from Musco Sports Lighting, LLC for the retrofitting of the lighting system to LED, utilizing existing light poles, at a total cost of $66,500.00. The proposal piggybacks off the Clay County, Florida Contract, RFP #18/19-2, which includes a ten-year 100% warranty. This cost will be offset by a recently received grant award from the State of Florida Recreational Development Assistance Program which covers fifty percent (50%) of the contract costs ($33,250.00). Not only will the Village realize a savings in energy costs, but will maintain compatibility with regards to lighting controls within the park, now including the softball fields, walking trails, parking lot and basketball courts under the Musco link.

FISCAL/BUDGETARY IMPACT:
Total Project Cost: $66,500.00
Approved Funding Allocation:

- 50% 2022-2023 Capital Improvement Funds ($33,250.00)
- 50% State of Florida Recreational Developmental Assistance Program Grant ($33,350.00)

RECOMMENDATION:
Approval is recommended.

Attachments:
A. Proposal from Musco Sports Lighting, LLC
B. Clay County Award of RFP 18/19-2

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC., PIGGY-BACKING OFF A CLAY COUNTY, FLORIDA CONTRACT RFP #18/19-2, FOR THE RETROFITTING AND UPDATING OF THE LIGHTING SYSTEM WITHIN THE BASKETBALL COURTS AT PALMETTO BAY PARK AT A COST NOT TO EXCEED $66,500, WITH FIFTY PERCENT (50%) OF THE COST PROVIDED FROM THE STATE OF FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM GRANT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village Council and residents have expressed the need to initiate efforts for the conversion of various park lighting systems to that of LED; and

WHEREAS, the Village has recently been awarded a grant from the State of Florida Recreational Development Assistance Program to cover half the costs of basketball court lighting at Palmetto Bay Park; and

WHEREAS, the Village now has the opportunity to upgrade the Musco Control Lighting System at Palmetto Bay Park by retrofitting the existing basketball lighting to LED, utilizing the same light poles with new luminaire assemblies, electrical wiring, components and controls; and

WHEREAS, the proposal submitted by Musco Sports Lighting LLC, piggy-backs that of the Clay County Florida Contract, allowing the Village to procure the system pursuant to a public bidding (RFP) process, and, additionally, maintains compatibility with regard to the sports lighting controls within the park including softball fields, walking trails, parking lot and basketball courts.

.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council approves the proposal for a new LED lighting system for the Palmetto Bay Park basketball courts as submitted by Musco Sports Lighting, LLC at a total cost of Sixty-Six Thousand Five Hundred ($66,500) Dollars, with fifty-percent (50%) of the cost to be borne by the State of Florida Recreational Developmental Assistance Program Grant as awarded to the Village.

Section 2. The Village Manager is authorized to negotiate and execute a contract with Mucso Sports Lighting LLC and issue a purchase order not to exceed $66,500 with 50% funding from the Fiscal Year 2021-2022 Capital Improvement Fund in the amount of Thirty-Three Thousand Two Hundred Fifty ($33,250) Dollars and fifty percent (50%) from the State of Florida Recreational Development Assistance Program grant funding in the amount of $33,250.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this _____ day of January 2023.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Quote

Date: December 9, 2022
To: Village of Palmetto Bay

Project: Palmetto Bay Park
Palmetto Bay, FL

Clay County RFP 18/19-2

Quotation Price – Materials Delivered to Job Site and Installation

Basketball Court Lighting*.....*$ 66,500.00

Sales tax, permit fees, and bonding are not included.
Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Field Description	Quantity	Pricing Per Clay County	Extended Price
(Section I) 2 Basketball Courts – Outdoor SportsCluster	1	$44,300.00	$44,300.00
(Section III G) Installation of Fixtures on Existing Poles	4	$6,000.00	$24,000.00
(Section IV C a) Installation of Contactor Cabinet	1	$5,750.00	$5,750.00
(Section IV D 1) Lightning Protection	4	$1,200.00	$4,800.00
(Section IV E 1) Pole Grounding - 70' and Below	4	$900.00	$3,600.00
(Section V F) Project Management	1	$6,000.00	$6,000.00
Deduct / Design Parameters / Labor			-$21,950.00
Total			$66,500.00

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance
- Guaranteed light levels and uniformity

System Description
- Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL Listed assemblies

Environmental Light Control
- Spill light minimized
- Off-site glare light minimized

Control Systems and Services
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support (Controls to be provided with Skatepark)

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Installation Services Provided

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Provide area on site for storage containers and laydown.
7. Pay any necessary power company fees and requirements.
8. Pay all permitting fees.
9. Provide any existing as-built documents or drawings.

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Musco Subcontractor Responsibilities:

General:

1. Obtain any required permitting.
2. Contact your local U-dig for locating underground utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any damage made during construction.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily clean up.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any damage made during construction.
9. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
10. Provide startup and aiming as required to provide complete and operating sports lighting system.
11. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing lighting fixtures and electrical enclosures on (4) poles. This will include the recycling of lamps, aluminum reflectors, ballast, and steel as necessary
2. Leave existing grounds and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and 5/8" copper ground rod. For poles 75' or less use 1/0 AWG, poles over 75' use 4/0 AWG conductor.
4. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
5. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s).
6. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.
3. Provide as built drawings on completion of installation.

Control System:

1. Provide labor, equipment, and materials to install (1) Musco Control and Monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 Volt 20 Amp controls circuit or a step-down transformer for 120 Volt control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Payment Terms

Net 30 days for materials and progressive payments for labor.

Delivery Timing

12 - 14 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Jason Frucht
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-732-5674
E-mail: jason.frucht@musco.com

BOARD OF COUNTY COMMISSIONERS
MEETING AGENDA
May 28, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

ROLL CALL

A MOMENT IN HISTORY

ARTWORK

PET ADOPTIONS

APPROVAL OF MINUTES

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

CONSENT AGENDA

3. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), Fl Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business

   Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business

Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.

PLANNING AND ZONING

6. Final Public Hearing to consider Adoption of DRI 2019-02 to revise DRI termination, expiration and phasing schedule dates, remove Commerce Center designation, and amend parcel boundaries. (P.C. voted 7-0 to approve).

   Public Hearing to consider Adoption of DRI 19-02 amending the Villages of Argyle DRI/DO Map H to amend the DRI termination date and expiration date and phasing schedule consistent with the extensions allowed under state law; amending the Map H to eliminate the Commerce Center designation, amending Map H to adjust the boundaries of parcels 43 and 49, combine parcels 44 and 45 into new parcel 44, and to divide parcel 43 into parcels 43A, 43B and 43C. Located in Planning District 2, Commission District 2, Mr. Bolla.

7. Final Public Hearing to consider adoption of PUD 19-05, Armstrong Mixed Use, located at Oakleaf Plantation Parkway and Royal Pines Drive on 121.24 acres (P.C. voted 7-0 to approve).

   Public Hearing to consider adoption of PUD 19-05 Armstrong Mixed Use, located at Oakleaf Plantation Boulevard and Royal Pines Drive on 121.24 acres, in Planning District 2, and Commission District 2, Mr. Bolla.

NEW BUSINESS

8. Alderman Road ROW Closure and Gain
9. Plat Bond for Eagle Landling Phase 6 (AKA Oakland Hills)
10. Acceptance of Final Plat For Recording Oakland Hills at Eagle Landing

    Acceptance of Final Plat for Recording
11. Solid Waste Collection Assessment Rate

    Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)
12. Discussion regarding purchase of two parcels of real property and request to use the alternative notice procedure provided for in Section 2.175 of the Clay County Code for the purchase of one or both of the parcels

13. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Facility Restoration Project

    Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Facility Restoration Project. The grant requires a 50% match ($150,000). Additional approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds. The application deadline for this grant is June 1, 2019.

COUNTY MANAGER/CLERK OF THE BOARD

COUNTY ATTORNEY

TIME CERTAINS

14. 5:00 P.M. or as soon thereafter as can be heard - Final Public Hearing on the adoption of an Ordinance adopting a modified impact fee study and increasing transportation impact fees

LETTERS OF DOCUMENTATION

15. Bid Opening Tabulations

    Bid Opening Tabulation for May 14, 2019:
    A. Bid #18/19-29, Printing, Mailing and Design Services

    Bid Opening Tabulation for May 21, 2019:
    A. Bid #18/19-27, Waste Tire Management Services

PUBLIC COMMENTS

COMMISSIONERS' COMMENTS

In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator by mail at Post Office Box 1366, Green Cove Springs, FL 32043, or by telephone at number (904) 269-6347 no later than three (3) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay Service at 1-800-955-8770 (Voice), or 1-800-955-8771 (TDD).

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: BCC DATE: 5/17/2019

FROM: County Manager's Office

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:09 PM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:14 PM	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: BCC DATE: 5/17/2019

FROM: County Manager's Office

SUBJECT:

AGENDA ITEM TYPE:

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:09 PM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:14 PM	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/20/2019

FROM: Teresa Capo

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	BCC Minutes 05-14-2019_Public	Cover Memo	5/22/2019	BCC_Minutes_05-14-19_Public.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/20/2019 - 9:58 AM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:11 PM	

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 14, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Hutchings

Following the Invocation, the Public Safety Color Guard presented the Colors followed by Melissa Smith who sang the National Anthem.

Commissioner Rollins then led the audience in the Pledge of Allegiance.

Chairman Cella Retired the Colors.

Chairman Cella introduced a Memorial Day Tribute Video.

PLEDGE

Commissioner Rollins

CALL TO ORDER

Chairman Cella called the meeting to order at 4:08 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: Commissioner District 5 Vice Chairman Gayward Hendry

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price

A MOMENT IN HISTORY

Due to the absence of Vice Chairman Hendry there were no comments made during the Moment in History portion of the agenda.

ARTWORK

Orange Park Jr. High and Oakleaf Jr. High

Jackie Slaybaugh, County Manager's Office, presented the Artwork from Abbie Shipe's Art Class at Orange Park Jr. High School. The participating artists were Sophia Carter, Piper Laga, Gabriella Larson, Gillian Kinder, Rachael Lovejoy, and Peyton Hudson.

Ms. Slaybaugh also presented the Artwork from Andrea Coddington's Art Class at Oakleaf Jr. High School. The participating artists were Hailey Sanderson, Laurah Patterson, Brianna Johnson, and Eva Reyes.

PET ADOPTIONS

Jackie Slaybaugh, County Manager's Office, presented two dogs named Yuki and Justin and three cats named Rascal, Gumdrop, and Toffee.

SPECIAL STAFF RECOGNITION

Public Safety Promotions

Acting Fire Chief David Motes, recognized those employees who were being promoted to the rank of Engineer; Alexander Hatch, Brent Hayes, Kevin Kirts, Robert Reed, and Steven Gibbs.

PROCLAMATIONS/RESOLUTIONS

1. Memorial Day & Military Service Day

The Memorial Day Proclamation was read by Commissioner Rollins.

Following the presentation, Commissioner Hutchings moved, seconded by Commissioner Bolla, and carried 4-0, to approve the Proclamation as presented.

The Military Service Day Proclamation was read by Commissioner Hutchings.

Following the presentation, Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 4-0, to approve the Proclamation as presented.

2. National Safe Boating Month

The Proclamation was read by Commissioner Bolla.

Following the presentation, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the Proclamation as presented.

3. MDA "Fill the Boot Days"

The Proclamation was read by Commissioner Hutchings.

Following the presentation, Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 4-0, to approve the Proclamation as presented.

4. History Month Proclamation

The Proclamation was read by Chairman Cella.

Following the presentation, Commissioner Bolla moved, seconded by Commissioner Rollins, and carried 4-0, to approve the Proclamation as presented.

APPROVAL OF MINUTES

Chairman Cella referenced changes made to the April 30, 2019 Special BCC Meeting Minutes.

With no further discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the minutes for the April 23, 2019 and April 30, 2019 BCC meetings.

5. April 23, 2019 BCC Minutes

6. April 30, 2019 Special BCC Meeting

PUBLIC COMMENTS

Larry Peoples, City of Keystone Heights, informed the Board that the City of Keystone Heights will be having a "Meet Your Neighbor Day" on Saturday, May 18th from 11:00 A.M. to 2:00 P.M. at Keystone Beach.

Cindy Frick, Middleburg, addressed the Board with regard to the need for a new animal shelter in Clay County and with regard to a shooting incident involving a Clay County Sheriff's Deputy and a dog.

James Otto, 2908 Blanding Blvd, Middleburg, addressed the Board.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the Consent Agenda as presented.

7. Infrastructure & Development Committee Business

   Approval of the April 23, 2019 Infrastructure & Development Committee Minutes.

8. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), Fl Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

9. Finance & Audit Committee Business

   Approval of Finance & Audit Committee Minutes of May 7, 2019.

OLD BUSINESS

10. RFQ #18/19-22, Energy Audit/Energy Performance Consulting Services

    Approval to accept staff's ranking of RFQ #18/19-22, Energy Audit/Energy Performance Consulting Services.

    1. Johnson Controls, Inc. = 89.66
    2. Schneider Electric = 88.66
    3. Trane USA, Inc. = 85
    4. ABM Building Solutions, LLC = 83.33
    5. Ameresco = 81

    A committee consisting of the Facilities Maintenance Director, Facilities Program Manager and Plan Reviewer has performed the evaluation and ranking. Submittals are available for review in the Purchasing Department. The Board may direct staff to begin negotiations with the number one ranked Firm or if desired may request presentations.
    Funding Source: To be determined (J. Householder)

James Householder, Director of Facilities, presented the item to the Board for consideration.

Commissioner Rollins stated that at this time he would prefer to see presentations or table the item until the new County Manager gets on board to see if this is something that he or she may be interested in pursuing.

Comments followed by each Commissioner supporting comments made by Commissioner Rollins.

Following those discussions, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to table discussion of the item for 90 days.

11. FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program

    Approval of execution of certification documents for FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

County Attorney Grimm presented the item to the Board for consideration.

Following discussion, Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 4-0, to execute the certification documents for FY 2018 Edward Byrne Memorial Justice Assistance Grant Program.

12. Discussion on Draft White Paper on Transportation Funding Issues

    Draft White Paper addressing impact fees and possible increases, transportation needs and priorities and funding issues, and repeal of transportation concurrency

Ed Lehman, Director of Planning & Zoning and Chereese Stewart, Director of Economic & Development Services, provided information to the Board regarding Impact Fees, Transportation Improvement Plan and Costs, and Repeal of Concurrency.

Following the presentation by staff, the Board posed questioning to Mr. Lehman and Ms. Stewart.

No action was taken. The item was for informational purposes only.

The Board thanked staff for their hard work.

NEW BUSINESS

13. Lien Reduction

    Case No. CE-08-168; 1684 Freedom Drive, Middleburg, Florida
    Billy Joe Vaughn and Karen K. Vaughn, previous property owners
    Ronald W. Jones, current property owner

Chereese Stewart, Director of Planning & Zoning, presented the item to the Board for consideration. Ms. Stewart reported that on March 7, 2019, Special Magistrate Hartin recommended that the $189,200.00 lien be reduced to staff's cost of $3,180.00, due to the fact that the current owner cleaned up the property in a quick manner and because he had nothing to do with the violations.

Following discussions, Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 4-0, to accept Special Magistrate Hartin's recommendation to reduce the lien to staff's cost of $3,180.00 as presented.

14. Lien Reduction and/or Partial Release

    Case No. CE-17-003; 457 Logan Avenue, Orange Park, Florida
    Owen D. Fountain and James C. Fountain, previous property owners
    Ronald W. Jones, current property owner

Chereese Stewart, Director of Planning & Zoning, presented the item to the Board for consideration. Ms. Stewart reported that on March 7, 2019, Special Magistrate Hartin recommended that the $31,250.00 lien be reduced to staff's cost of $2,080.00 due to the fact that the current owner cleaned up the property in a quick manner and because he had nothing to do with the violations.

Property owner Ronald W. Jones addressed the Board.

Following those discussions, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to accept Special Magistrate Hartin's recommendation to reduce the lien to staff's cost of $2,080.00 as presented.

15. Alderman Road ROW Closure and Gain

Dale Smith, Public Works Director, presented the item to the Board for consideration.

With no discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to close a portion of a certain public road named Alderman Road as presented by staff.

16. Public Hearing and Resolution to close a portion of undeveloped public road (Cherokee St) in the Peeks Subdivision Plat

Dale Smith, Public Works Director, presented the item to the Board for consideration.

Chairman Cella opened the public hearing.

Marty Shaw, 415 E. Call Street, Starke, FL, Agent for Applicant's Steve and Nancy Denmark, presented the Board with a Quit Claim Deed for the part of Hiawatha St. that was never given to the applicants, for review by the County Attorney.

Chairman Cella closed the public hearing.

With no further discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the Resolution to close a portion of undeveloped public road (Cherokee St.) in the Peeks Subdivision Plat as presented by staff.

17. Acceptance of Sweat Road Prescriptive Right of Way Map

Dale Smith, Public Works Director, presented the Board with a map showing the County's Prescriptive Right of Way for Sweat Road. Mr. Smith requested approval of the map which would put the County's Prescriptive ownership on record.

Commissioner Rollins moved and seconded by Commissioner Hutchings to approve the item.

Commissioner Bolla presented questioning to Mr. Smith about the maintenance history of the road by the County. County Attorney Grimm addressed comments made by Commissioner Bolla.

Following those discussions, the motion carried 4-0.

18. Acceptance of Maintenance of the Silver Oak Subdivision

Dale Smith, Public Works Director, presented the item to the Board for consideration.

Following Board discussion, Commissioner Bolla moved, seconded by Commissioner Rollins, and carried 4-0, to accept the maintenance of the Silver Oak Subdivision contingent upon setting up the Municipal Service Benefit Unit (MSBU) or some alternate way of funding for the maintenance.

19. Public School Concurrency Proportionate Share Mitigation Development Agreement

    This Public School Concurrency Proportionate Share Mitigation Development Agreement, between Clay County, the School Board of Clay County and D.D. I., Inc. addresses school concurrency for the Governors Park DRI. (District 1, Commissioner Cella)

Ed Lehman, Director of Planning & Zoning, presented the item to the Board for consideration and reported that the School Board had already approved the Agreement.

With no discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the Public School Concurrency Proportionate Share Mitigation Development Agreement between Clay County, the School Board of Clay County, and the D.D.I., Inc., to address school concurrency for the Governors Park DRI.

20. Approval of Alcoholic Beverage Permit (Concert on the Green)

    Concert on the Green Organizer, David Kleinik, is requesting approval of the application for an Alcoholic Beverage Permit to allow the sale and consumption of beer and wine at the Concert on the Green event to be

held at the Plantation Sports Complex in Fleming Island on 26 May 2019. The organization has met the conditions for issuance and is awaiting the Board's consideration. (J. Householder)

James Householder, Director of Facilities, presented the item to the Board for consideration. Mr. Householder reported that the organization has met the conditions for issuance of the permit and was seeking Board approval.

With no discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the application for an Alcoholic Beverage Permit to allow the sale and consumption of beer and wine at the Concert on the Green event to be held at the Plantation Sports Complex in Fleming Island on May 26, 2019.

21. Approval of Professional Services Agreement between Clay County and Lynnette Cahill for interim judicial assistant for the Circuit Court, Fourth Judicial Circuit

County Attorney Grimm reported that due to the retirement of Judge Skinner, his Judicial Assistant (JA) found another job quicker than his retirement, so an interim person is needed to fill in that position until the new judge comes on and brings her own JA at the beginning of July. Ms. Grimm added that before the Board today was an interim agreement for Lynnette Cahill to serve from May 17, 2019 thru the end of June 2019. Funding would be paid out of the $65 Funds.

Following her presentation, Ms. Grimm requested approval of the contract, approval to waive the Purchasing Policy to the extent it applies, and for the approval of the transfer from the State Court/Local Requirement Fund Contingency of $5,000.

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 4-0 to approve the item as presented.

COUNTY MANAGER/CLERK OF THE BOARD

Acting County Manager Mock reported that the County received notification from the Jacksonville Transportation Authority stating that the Florida Department of Transportation had indicated that they could move forward with the purchase of the large urban transit vehicles as previously discussed. Mr. Mock reported that he approved the match of $20,230, County's contribution, so that grant could be moved forward. Brief discussion followed.

Mr. Mock reported that on June 4th the Board would here presentations from the Non-Profits.

Jennifer Bethelmy, Director of Human Resources, briefed the Board on the interview process for the new County Manager, which would be held on Monday, May 20th.

COUNTY ATTORNEY

County Attorney Grimm briefed the Board on the status of the letter from the Supervisor of Elections Office, with regard to the requirement for "Spanish Assistance" for upcoming elections.

Following those discussions, Chairman Cella informed the Board that the County had been contacted by an Attorney that is working with various counties regarding a lawsuit filed against the opioid manufacturers and asked the Board for their thoughts with regard to joining the lawsuit. Board discussion followed. It was the consensus of the Board to have the County Attorney gather information with regard to the lawsuit and to brief the Board at a later date.

Following discussions, Commissioner Rollins informed the Board that he asked the County Attorney to look into laws that the County could implement pertaining to sexual predators.

LETTERS OF DOCUMENTATION

Chairman Cella acknowledged the Letters of Documentation.

22. Bid opening tabulations 051419

    Bid opening Tabulations for April 2, 2019:
    A. Bid #18/19-9, SR 15A (Pine Ave.) Pedestrian Bridge/Sidewalk Improvement Project

    Bid Opening Tabulations for April 9, 2019:
    A. RFP #18/19-21, Registry of Vacant/Abandoned Property

    Bid Opening Tabulations for April 23, 2019:
    A. Bid #18/19-17, Household Hazardous Waste Buildings

    Bid Opening Tabulations for April 30, 2019:
    A. Bid #18/19-12, Sandridge Road Pipe Culvert Replacement at Mill Log Creek

23. Florida Public Service Commission Notice

COMMISSIONERS' COMMENTS

Public Comments

James Otto, 2908 Blanding Blvd, Middleburg, addressed the Board.

Following Public Comments, Chairman Cella asked for Commissioner Comments.

Commissioner Rollins had nothing.

Commissioner Bolla stated that he would like to have parking spaces reserved for Veteran's at County facilities.

Commissioner Hutchings thanked everyone for a good meeting. Ms. Hutchings acknowledged Ms. Smith who sang the National Anthem earlier in the meeting.

Chairman Cella wished Vice Chairman Hendry a speedy recovery.

The meeting adjourned at 6:12 P.M.

Attest:

_____	_____
Clerk of the Board	Chairman or Vice-Chairman

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/23/2019

FROM: Teresa Capo

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	BCC Minutes May.20, 2019	Cover Memo	5/23/2019	BCC_Minutes_05-20-19_Public.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
BCC	Capo, Teresa	Approved	5/23/2019 - 9:07 AM	
County Manager	Mock, Lorin	Approved	5/23/2019 - 3:36 PM	

BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING MINUTES
May 20, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
1:00 PM

INVOCATION

Commissioner Bolla

PLEDGE

Commissioner Hendry

CALL TO ORDER

Chairman Cella called the meeting to order at 1:05 P.M.

ROLL CALL

Present:	Commissioner District 1 Chairman Mike Cella Commissioner District 5 Vice Chairman Gayward Hendry Commissioner District 2 Commissioner Wayne Bolla Commissioner District 3 Commissioner Diane Hutchings Commissioner District 4 Commissioner Gavin Rollins
Absent:	None
Staff Present:	Acting County Manager Lorin Mock County Attorney Courtney K. Grimm Commission Auditor Mike Price Chief Assistant County Attorney Fran Moss

PUBLIC COMMENTS

No public comments were received.

NEW BUSINESS

1. Individual Discussions with County Manager Finalists

Jennifer Bethelmy, Human Resources Director, addressed the Board with regard to today's process. Ms. Bethelmy reported that each Commissioner would have the opportunity to ask questions to each of the candidates followed by a straw ballot where each Commissioner would rank in their order of preference who they wish to fill the position of County Manager. She added at that point staff would tally those scores with the object to select a County Manager at the end of the meeting.

Following her opening statement, Ms. Bethelmy introduced David Collier, Senior Vice President, Colin Baenziger & Associates, who was present to guide the Board through the process.

Chairman Cella announced that each finalist would appear before the Board one at a time for questioning and urged the Board to stick to the timeframe allotted to move the process along.

The Board began the individual discussions with County Manager finalist in the following order:

- Craig Coffey
- Steve Howard
- Leonard Sossamon
- Howard Wanamaker

PUBLIC COMMENTS

James Otto, Middleburg, addressed the Board.

NEW BUSINESS

2. Selection of County Manager

At this time, the Board received their ballots and put a check mark next to the preferred candidates' names. Mr. Collier read the ballots aloud.

- Craig Coffey received 3 votes
- Steve Howard received 2 votes
- Leonard B. Sossamon received 2 votes
- Howard Wanamaker received 3 votes

The majority of the Commission votes indicated that they chose to have as the next County Manager Craig Coffey and Howard Wanamaker.

Board discussion followed.

Commissioner Rollins stated that he felt that Howard Wanamaker would bring a

combination of understanding to the public sector and private sector based upon his experience.

Vice Chairman Hendry stated that he felt that Howard Wanamaker expressed his passion and love for Clay County which was important and added that his experience and maturity working with people in both the private and government sector was a great asset.

Commissioner Bolla stated that he liked the experience that Craig Coffey would bring after running other counties.

Commissioner Hutchings stated that she chose Howard Wanamaker based upon his leadership/experience with Hanania and added that she was impressed by the way he took his skill set from his military experience and transitioned it to his current position at Hanania. Ms. Hutchings added that she liked that he reached out to Mr. Evans, District Secretary, and to the Jacksonville Electric Authority (JEA), as mentioned during the full board discussions, which was in her opinion, 90 percent of what the role of a County Manager was, which was relational.

Chairman Cella stated that he agreed with comments made by Commissioner Bolla and would also choose Craig Coffey. Mr. Cella stated that the County has so many important decisions/challenges to face and would prefer to have on board someone who has gone through similar challenges and would be able to respond immediately.

Following those comments, the Board took a second vote to select the County Manager.

Mr. Collier reported of the Board vote:

Commissioner Rollins voted for Howard Wanamaker
Vice Chairman Hendry voted for Howard Wanamaker
Commissioner Hutchings voted for Howard Wanamaker
Commissioner Bolla voted for Craig Coffey
Chairman Cella voted for Craig Coffey

The vote was 3 to 2 for Howard Wanamaker as the County Manager.

Following the vote, Commissioner Rollins moved, seconded by Vice Chairman Hutchings, and carried 5-0, to have Chairman Cella work with the County Attorney to negotiate a contract with Howard Wanamaker. Once completed, the County Attorney would bring the negotiated contract back to the full Board for consideration.

The meeting adjourned at 3:21 P.M.

Attest:

_____ _____

Clerk of the Board Chairman or Vice-Chairman

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: DATE:

FROM:

SUBJECT: The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), Fl Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

AGENDA ITEM TYPE:

ATTACHMENTS:

Description	Type	Upload Date	File Name

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance	Radomski, Samantha	Approved	5/23/2019 - 4:26 PM	Item Pushed to Agenda

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/21/2019

FROM: Angela Goodermote

SUBJECT: Approval of the Finance & Audit Committee Minutes of May 21, 2019.

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	F & A Comm Meeting 5.21.2019	Cover Memo	5/23/2019	05.21.19_F_A_Comm_Minutes.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/22/2019 - 3:25 PM	
County Manager	Mock, Lorin	Approved	5/23/2019 - 8:33 AM	

FINANCE AND AUDIT COMMITTEE
MEETING MINUTES
May 21, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

   Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

   Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of $233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

   Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing.Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

   Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

   James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of $300,000.00 and that the required 50% County match of $150,000.00 is to be in the FY 19/20 County Budget.

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program

   Discussion regarding the following Agreements related to the SWEAT

Program:

1. Program Director Services - Curtis Enterprises, LLC
2. Mentoring and Tutoring Services - Bright Minds Youth Development, Inc. (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda, with the additional approval to waive the Purchasing Policy and extend the Program Director Services and Mentoring and Tutoring Services Agreements.

7. Tourist Development Council Event Marketing Grant Awards

   Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of $2,200.00 and Clay County Veterans Event in the amount of $1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

   After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

8. Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU)

   Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

   After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

9. Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU)

   Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the

undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

10. FY 19/20 Nonprofit Grant Applicants - Session 1 of 2

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

A. Clay County Community Band, Inc. (not presenting)
B. First Coast Highlanders, Inc. (not presenting)

General Fund:

C. Challenge Enterprises of North Florida, Inc.
D. Episcopal Children's Services, Inc.
E. Kids First of Florida, Inc.
F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

G. Clay Behavioral Health Center, Inc.

Presentations were heard by Nonprofit Grant Applicants on the agenda.

Acting County Manager Mock explained the process in which agency funding is determined during the budget process.

James Householder, Director of Facilities & Maintenance, responded to Vice Chairman Bolla's inquiry pertaining to Veteran parking spaces at the Administration Building.

There being no further business, the meeting was adjourned at 4:32 P.M.

Attest:

_____ _____

Committee Chairman Recording Secretary

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/16/2019

FROM: Teresa Capo

SUBJECT: Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
These minutes were approved by the TDC at their May 15, 2019 meeting.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	TDC Minutes 03-27-19	Cover Memo	5/24/2019	TDCMinutes_2019_3_27_Meeting(812)_(1).pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Tourism and Film Development	Radomski, Samantha	Approved	5/23/2019 - 4:26 PM	Item Pushed to Agenda

TOURIST DEVELOPMENT COUNCIL
MEETING MINUTES
March 27, 2019
3:30 PM
Administration Building, 4th Floor, BCC Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043

Call to Order

Chairman Cella called the meeting to order at 3:31 P.M.

Present:	Commissioner District 1 Chairman Mike Cella Connie Thomas Pat Sickles Susan Hill Gi Teevan Marina Mathews Bob Olson (Left the meeting at 6:39 P.M.)
Absent:	Steve Hart
Staff Present:	County Attorney Courtney K. Grimm Kimberly Morgan Director of Tourism and Film Development Teresa Capo Recording Secretary

Public Comments

Tasha Hyder, Clay County General Manager, addressed the TDC and thanked them for their continued support to the Clay County Fair.

Jim Berglund, Florida Antique Tackle Collectors, addressed the TDC requesting funding via the Event Marketing Grant for his upcoming event. Brief discussion followed with regard to the event activities.

Ronnie Munsey, First Coast Ham Jam, addressed the TDC requesting funding via the Event Marketing Grant for his upcoming event. Brief discussion followed with regard to the event activities.

1. Event Sponsorship Request - Adam Rogers
   2019 Billy Horschel Junior Championship

Kimberly Morgan, Director of Tourism and Film Development, reported of a request from the Billy Horschel Junior Championship, which is a golf tournament that takes place the first weekend in October. Ms. Morgan informed the TDC that the applicant

was requesting $3,500 dollars for the sponsorship. Brief discussion followed with regard to the request.

2. Event Sponsorship Request - Randy Bowman

Orange Park Mall Freedom Fest

Kimberly Morgan, Director of Tourism and Film Development, reported of a request from the Orange Park Mall requesting sponsorship for Freedom Fest which is held on the Saturday before July 4th. Ms. Morgan informed the TDC that the applicant had various Sponsorship Packages for the TDC to consider. Brief discussion followed with regard to the request.

Approval of Minutes

3. Approval of Minutes for January 16, 2019

Pat Sickles stated that for item #3, Chamber of Commerce Visitor Center Update, the word "devise" needed to be changed to "device".

Ms. Sickles requested clarity of the minutes for item #7, Amended and Restated Interlocal Agreement for Operational Funding at SJRSC Performing Arts Complex. The minutes were to be revised to read that the TDC briefly discussed the item but took no action.

Following those comments, Connie Thomas moved, seconded by Pat Sickles, and carried 7-0, to approve the minutes with the revisions as amended, for the January 16, 2019 meeting.

Presentations

4. Fairgrounds Master Plan Update

Update on Fairgrounds Master Plan

- Grants
- Funding
- Projects

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC that she was working on different funding models for the Fairgrounds Master Plan. Brief discussion followed.

5. Chamber of Commerce Visitor Center Update

Chamber of Commerce Visitor Center Update

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC that the MIS department was purchasing software to make the screen a smart board to customize messaging and added that she hoped to have it up and running by the next TDC meeting.

6. Bonding Presentation

Bonding Presentation Summary

Commission Auditor Price provided the TDC with a presentation regarding Bonding and how that process could be used with regard to proposed enhancements at the fairgrounds.

Following discussions, the TDC thanked Mr. Price for his presentation.

Budget

7. Bed Tax Collections

At each meeting we review a 5-year trend of Tourist Development Tax (TDT) Collections (aka: bed tax) to evaluate trends and seasonality of our destination.

Kimberly Morgan, Director of Tourism and Film Development, reported that a 3% rate column had been added to the 17/18 and 18/19 collections.

8. Budget Review

This report provides you with an overview of expenditures and the budget for FY18-19.

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC that there were no significant changes to report.

9. Event Marketing Grant Update

This report provides you with the status of TDC Event Marketing Grants on Tab 1 and TDC Sponsorships on Tab 2.

Kimberly Morgan, Director of Tourism and Film Development, reported that five events were submitted for reimbursement and added that the TDC had $57,000 that could be used for Event Marketing Grants (Out of Cycle).

Ms. Morgan also reported of the FY18/19 Product Development Sponsorships and reimbursements.

Discussion followed with regard to requests for Event Sponsorship Grants.

Florida Antique Tackle Collectors (Requesting $3,500)

During discussion Bob Olson stated that based upon the criteria set forth by the TDC he proposed giving the applicant $2,500.

Following those discussions, Pat Sickles moved, seconded by Bob Olson, and carried 7-0, to award Florida Antique Tackle Collectors $2,500.

Ham Jam (Requesting $45,000)

Gi Teevan disclosed that she would not be voting on this item because she was helping out with sponsorships for the Ham Jam.

Bob Olson made lengthy comments and stated that he would like to see a more sound business plan as opposed to what was submitted. He stated that he would like to see funding for the Ham Jam start at a lower level of funding if the Ham Jam is determined to be deemed as a Signature Event.

Ms. Morgan informed the TDC that the Ham Jam would be held in October of 2019 which would fall in the next grant cycle.

Discussion followed by the TDC with regard to the applicant's marketing plan, proposed application, the timing of the submittal, and of the labeling of the event as a Signature Event.

Following lengthy discussions Bob Olson made the motion to deny the application and to put it back into cycle. Susan Hill seconded the motion.

Chairman Cella informed the TDC that he would be voting against the motion and provided details as to why he made that decision. Connie Thomas agreed with comments made by Chairman Cella.

Marina Mathews stated that she would like the applicant to come back in May, provide a more mature package, and then make a formal decision at that time.

Susan Hill made comments about consistency.

Following discussions, Bob Olson withdrew his motion, seconded by Susan Hill.

Bob Olson made the motion to give the Ham Jam $3,500.

Motion failed for a lack of a second.

Marina Mathews made the motion to ask the applicant to come back before the TDC in May as an out of cycle grant with a better developed business plan for consideration. Bob Olson seconded the motion. Motion carried 6-0, with Gi Teevan abstaining from the vote.

Following the vote Bob Olson left the meeting.

New Business

10. Product Development Subcommittee Report
    - Recommendations for Event Sponsorships & Product Development
    - Grants Product Development Plan Update
    - Film Development Grants

Connie Thomas presented the Product Development Subcommittee Report.

Discussion followed by the TDC with regard to the changes proposed by the Subcommittee and of the application submitted for the Billy Horschel Junior Championship. Kimberly Morgan corrected comments she made earlier with regard to the Billy Horschel Junior Championship application and stated that they were asking for $20,341 and not the $3,500 as previous stated.

Following discussions, it was the consensus of the TDC to have the Subcommittee go back and refine the Product Development Subcommittee Plan as stated during discussions.

No action was taken by the TDC with regard to the application submitted by the Billy Horschel Junior Championship. The TDC stated that they would revisit the application at the May meeting.

11. FY 19-20 Event Marketing Grant Scoring Recommendations/Changes
    - Proposed Application Changes
    - Proposed Guidelines Changes
    - Proposed Timeline

Kimberly Morgan, Director of Tourism and Film Development, presented the proposed changes to the Event Marketing Grant Application and Funding Guidelines. Brief discussion followed.

Following discussion, Pat Sickles moved, seconded by Connie Thomas, and carried 6-0, to approve the changes as provided by Ms. Morgan.

12. Draft FY 19-20 Budget

    Budget and Business Plan for input before final approval in May.

Kimberly Morgan, Director of Tourism and Film Development, presented the item to the TDC for consideration.

The TDC gave Ms. Morgan the tentative direction to move forward with the information as provided during her presentation.

13. Director's Report
    - Performance measurements
        - Moving several Performance Measurements forward
        - Clay County Tourism Facebook Page saw a 17% increase in Out of County followers
    - Project Update

Kimberly Morgan, Director of Tourism and Film Development, presented the item to the TDC for consideration.

14. Legislative Update

Legislative Update

- Florida Tourism Day - March 13, 2019
- Clay Day - March 14, 2019
- Legislation to be watching

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC that there was a great possibility that Visit Florida would be losing funding by the Florida Legislature.

Old Business

15. Military Museum Grant

    The Military Museum requests an amendment to their agreement for the TDC product development grant to add “creation of and/or enhancements to exhibits”.

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC of a request from the Military Museum North Florida (MMNF) to modify the wording within the Agreement for Reimbursement to allow for repairs to existing exhibits.

Ms. Morgan stated that the proposed language would read as follows:

Creation of new Museum exhibits or enhancement or repairs to existing Museum exhibits.

Following discussion, Pat Sickles moved, seconded by Susan Hill, and carried 6-0, to approve the wording within the Agreement as presented by Ms. Morgan.

16. Air BNB Voluntary Collection Agreement (VCA)

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC that she had nothing new to report.

17. Staff - Administrative Assistant

Kimberly Morgan, Director of Tourism and Film Development, informed the TDC that Kate Savage would begin work on April 1, 2019.

18. Upcoming Events Update

Kimberly Morgan, Director of Tourism and Film Development, provided the TDC with a copy of the Events Calendar for consideration.

Chairman Cella reported of the Inaugural Vietnam Veteran's Day Ceremony this Saturday at the TAPS Monument.

Connie Thomas reported that the Dudley Branch Clean Up Day would be held this

Saturday.

Marina Mathews reported that Moosehaven would hold their annual Easter Festival on the Saturday before Easter Sunday and hold their Sunrise Service on Easter which are all free to the public.

Adjournment

With no further business, the meeting adjourned at 7:45 P.M.

Attest: Mike Cella Teresa Capo

Committee Chairman Recording Secretary

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners DATE: 5/13/2019

FROM: Carolyn Morgan, Chief
Planner

SUBJECT:
Public Hearing to consider Adoption of DRI 19-02 amending the Villages of Argyle DRI/DO Map H to amend the DRI termination date and expiration date and phasing schedule consistent with the extensions allowed under state law; amending the Map H to eliminate the Commerce Center designation, amending Map H to adjust the boundaries of parcels 43 and 49, combine parcels 44 and 45 into new parcel 44, and to divide parcel 43 into parcels 43A, 43B and 43C. Located in Planning District 2, Commission District 2, Mr. Bolla.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Planning Commission voted 7-0 to approve DRI 19-02.

Planning Requirements:
Public Hearing Required (Yes\No):
Yes

Hearing Type: First Public Hearing

Initiated By:Applicant

Susan Fraser, SLF Consulting, agent for Roger Arrowsmith, Armstrong Ventures, LLC, 14700 Village Square Place, Midlothian, Virginia 23112.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Ordinance_public	Cover Memo	5/21/2019	Public__Ordinance_D.pdf

Revised Application_Public	Cover Memo	5/21/2019	Revised_Application.pdf
Map H_public	Cover Memo	5/21/2019	Map_H_Public.pdf
Amended Map H Entire DRI_public	Cover Memo	5/21/2019	Map_H_Revised_Pub.pdf
Staff Memo_Public	Cover Memo	5/22/2019	staff_report_DRI_19.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Approved	5/21/2019 - 2:24 PM	
Planning	Stewart, Chereese	Approved	5/21/2019 - 2:38 PM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:10 PM	

ORDINANCE 2019-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING CLAY COUNTY ORDINANCE 99-46, AS AMENDED, WHICH ADOPTED THE AMENDED AND RESTATED DEVELOPMENT ORDER FOR THE VILLAGES OF ARGYLE FOREST DEVELOPMENT OF REGIONAL IMPACT IN ORDER TO: AMEND SECTION 3 AND SCHEDULE 3 OF THE AMENDED AND RESTATED DEVELOPMENT ORDER RELATING TO PHASING; AMEND MAP "H" BY ELIMINATING THE COMMERCE CENTER DESIGNATION, AMENDING THE BOUNDARIES OF PARCELS 43 AND 49, COMBINING PARCELS 44 AND 45 TO CREATE NEW PARCEL 44, AND DIVIDING PARCEL 43, AS AMENDED, INTO PARCELS 43A, 43B AND 43C; PROVIDE FOR SEVERABILITY; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Armstrong Venture LLC submitted an application to the County to amend the Amended and Restated Development Order for the Villages of Argyle Forest Development of Regional Impact; and

WHEREAS, this application was filed as a change to a previously approved Development of Regional Impact pursuant to Section 380.06(7); and

Be it ordained by the Board of County Commissioners of Clay County:

Section 1.

Section 3 of the Amended and Restated Development Order is amended as follows:

3. Phasing. Phasing for each Village within the Villages of Argyle shall be linked to total allowable square footage, acreage or units, as applicable within each Village or Affiliated Villages and with each of the three phases of development for each Village or Affiliated Villages(s) as set forth on schedule 3 attached hereto and made a part here of (the "Phase(s)") subject to terms of the PUD and Land Use Exchange Table. Development of Phases 2 and 3 of this DRI and the PUD zoning may begin prior to their scheduled commencement dates without affecting their respective completion dates, provided that the conditions of this Development Order are met as to development within the respective Phase and Village or Affiliated Village(s).

The provisions of Section 380.06(19), F.S. as to extensions of time to complete development of any Phase shall be measured from the date of this Amended and Restated Development Order. Subject to the severability provisions of Section 22 below, each Village or Affiliated Villages(s) shall commence Phase 1 of development within each Village or Affiliated Village not later than eighteen (18) months from the effective date of this Amended and Restated Development Order. Development rights for Residential Units shall be carried forward to later phases and be subject to expiration only as part of the ultimate buildout date and termination date set forth in this Amended and Restated Development Order. Both City and

County wish to maximize the opportunity for internal capture and for Commercial, Industrial and Office development within the Villages of Argyle to enhance economic development in the Northwestern portion of the County and within the Southwestern portion of the City. The City and the County recognize that maturity of the community will dictate the construction and development of Commercial, Industrial and Office development. Accordingly, development rights for Commercial, Industrial and Office shall not be subject to expiration by phase but shall be carried over to later phases and be subject to expiration only as part of the ultimate build out date and termination date for the Villages of Argyle as set forth in this Amended and Restated Development Order.

For purposes of this Amended and Restated Development Order, the commencement of any Phase of the Villages of Argyle development as indicated on Schedule 3 shall consist of the beginning construction, including site preparation work for any of the following:

i. project streets
ii. office, industrial or commercial facilities;
iii. parking areas; or
iv. housing units.

The time period for commencement and completion of any Phase of development shall be tolled as to any Landowner during the period of appeal pursuant to Section 380.07, F.S., or during the pendency of any administrative or judicial proceedings related to development permits, including any administrative or judicial proceedings pursuant to Chapter 163, F.S. The projected build out date is March ~~24, 2026~~ 14, 2032

The DRI termination and DRI development Order expiration dates are established as ~~March 30, 2030~~ March 14, 2036. Phase 2 expiration date is March 15, 2027, Phase 3 expiration date is March 14, 2032 and the DRI Downzoning Protection Date is March 14, 2036. Any extensions of the DRI build out date, expiration date or phasing deadline shall be governed by the provisions of Section 380.06(19(c), Florida Statutes.

Section 2.

Schedule 3 "Phasing Plan" of the Amended and Restated Development Order is amended in its entirety as set forth in Exhibit A attached hereto and by reference made a part hereof.

Section 3.

Map H of the Amended and Restated Development Order is hereby amended as depicted on Exhibit B. The amendment is for the purpose of eliminating the commerce center designation, amending the boundaries of parcels 43 and 49, combining parcels 44 and 45 to create new parcel 44, and for dividing parcel 43, as amended by this ordinance into new parcels 43A, 43B, and 43C.

Section 4.

If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 5.

This Ordinance shall be recorded in the public records of Clay County, Florida and shall take effect in accordance with Florida Law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By:_____
Mike Cella, Its Chairman

ATTEST:

_____
Lorin L. Mock, Acting County Manager
and Clerk of the Board of County Commissioners

Exhibit A

SCHEDULE 3

Phasing Plan

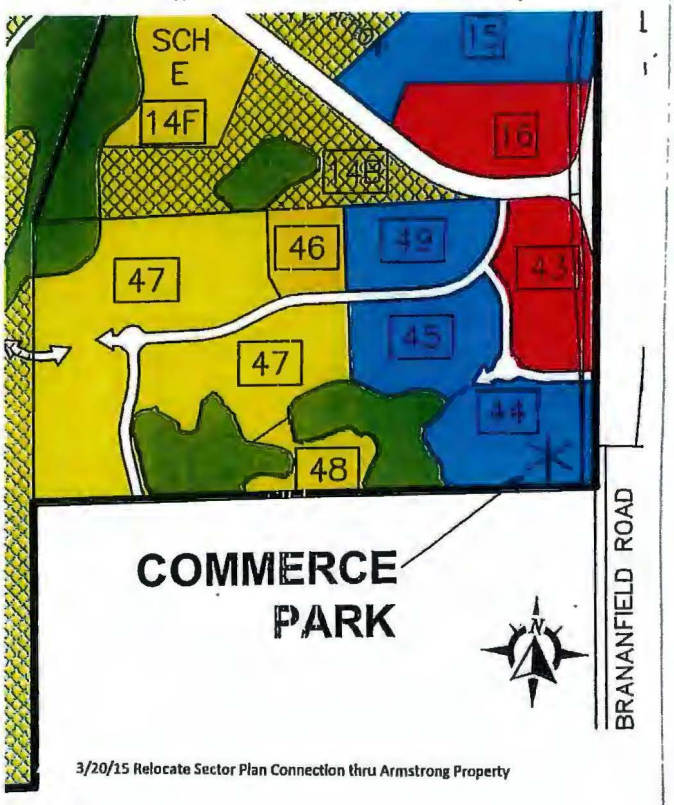
(Revised ~~December 10, 2015~~ May 28, 2019)

	Phase 1 thru December 31, 2006	Phase 2 from January 1, 2007 thru ~~December 31 2014~~ March 15, 2027	Phase 3 from January 1, 2015 thru ~~December 31, 2019~~ March 14, 2032
AFI Affiliated Village			
Industrial	915,000 s.f.	1,830,000 s.f.	3,660,000 s.f.
Commercial	446,250 s.f.	834,500 s.f.	2,510,000 s.f.
Single Family Residential	1,490 units	2,979 units	4,909 units
Multifamily Residential	1,300 units	2,600 units	3,060 units
Office	237,500 s.f.	475,000 s.f.	950,000 s.f.
Chimney Lakes			
Industrial			
Commercial	102,967 sf	199,833 s.f.	298,850 s.f.
Single Family Residential	460 units	920 units	1,380 units
Multifamily Residential	168 units	336 units	504 units
Office			
Ranch Village			
Industrial			
Commercial	64,640 s.f.	129,280 s.f.	193,920
Single Family Residential	1,160 units	2,321 units	3,481
Multi-family Residential			
Office			

1. All amounts are cumulative for all phases.
2. The square footage and unit amounts are subjet to adjustment in accordance with the land Use Exchange Table (Schedule 2-A).
3. Civic and recreational uses such as church sites, schools and park sites may be developed within any phase.
4. The quantities of Residential, Commercial, Industrial and Office uses may be carried cumulatively through all phases. (See Section 3 of the Amended and Restated Development order.)
5. Development of Phases 2 and 3 of this FRI and the PUD zoning may begin prior to their scheled commencement dates without affecting their respective completion dates, provided that the conditions of this Development Order are met as to development within the respective Phase and Village or Affiliated Village(s).

Exhibit B

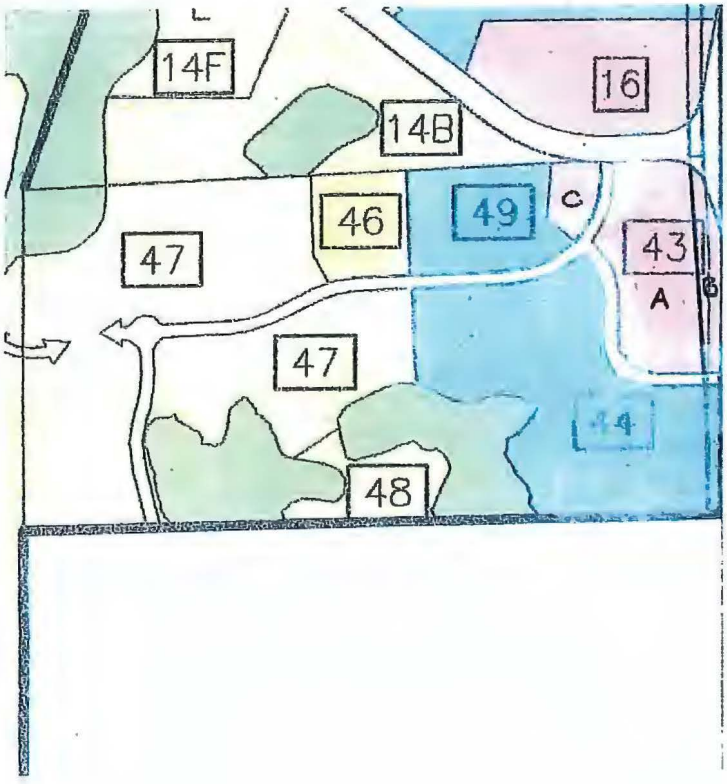
Area amended--
Pre-amendment



3/20/15 Relocate Sector Plan Connection thru Armstrong Property

Villages of Argyle DRI
Map H Amendment
May **2019**

- **Combine Parcels 44 and 45 (new Parcel 44)**
- **Delete Commerce Park Use**
- **Reconfigure Parcel 43; create Parcel 43A, 43B and 43C**



Request to Amend Clay County Ordinance 99-46, as amended
Villages of Argyle Amended and Restated Development Order

Applicant: Roger Arrowsmith
Armstrong Venture LLC
14700 Village Square Place
Midlothian, VA 23112

Agent: Susan L. Fraser
SLF Consulting, Inc.
3517 Park Street
Jacksonville, FL 32205
Phone: 904.591.8942

Location

The Villages of Argyle DRI is located within Duval and Clay County, Florida comprising portions of Township 3 South, Range 24 East, Township 3 South, Range 25 East, Township 4 South, Range 24 East, and Township 4 South, Range 25 East. A General Location map is attached as Exhibit A.

Requested Amendments

This proposed amendment the Development Order for the Villages of Argyle Development of Regional Impact is filed pursuant to Section 380.06(7), Florida Statutes (April 2018). As recently revised by the Florida Legislature, this section eliminates the distinction between substantial changes, notices of proposed change and non-substantial changes and delegates the review of all changes to a DRI Development Order to the local government.

Clay County has determined that it will review amendments to a previously approved Development of Regional Impact Development Orders as provided in Section 380.06 (7)(a), FS :

> "any proposed change to a previously approved development of regional impact shall be reviewed by the local government based on the standards and procedures in its adopted local comprehensive plan and adopted local land development regulations, including, but not limited to, procedures for notice to the applicant and the public regarding the issuance of development orders."

Summary of Requested Amendments

<u>Combine Parcels 44 and 45</u>
Parcels 44 and 45 within the Added Lands are adjacent to each other and with changes to the road alignments within the Added Lands approved in 2014, are no longer separated by a roadway. Combining the parcels reduces future confusion as to a boundary that is no longer defined by a right of way.

Commerce Center Requirement Deleted within Added Lands

Ordinance 2006-33, amended Map H to add 322.28 acres of land to the DRI (the "Added Lands"). Parcels within the Added Lands are designated under this amendment and the requirement for Commerce Center uses to be located within the Added Lands, specifically to be located on Parcel 44, was added. The proposed amendment would delete the requirement for Commerce Center uses. (Note that Ord 2006-33 refers to this designation as Commerce Center, however Map H and the PUD refers to this designation as Commerce Park).

Amend Map H to adjust boundaries for Parcels 43 and 49 and separate Parcel 43 into 43A, 43B and 43C

Ordinance 2006-33 established the geographic location of Parcels 43, 44, 45 and 49. The boundary of Parcel 43 is proposed to be amended to reflect the acreage approved for the parcel by Ordinance 2006-32 (PUD for Added Lands) and to create three parcels (43A, 43B, and 43C) that are equal in developable area to the area of existing Parcel 43..

Supporting Discussion

Combine Parcels 44 and 45

In 2015 the alignment of the Sector Plan Connector (Tynes Boulevard) within the Added Lands was changed to reflect its continuation to the south of the Added Lands to provide connection with the then northern terminus of the Sector Plan Connector (Tynes Boulevard). Prior to this amendment, the Sector Plan Connector was located between Parcel 44 and 45. The realignment of Tynes Boulevard within the Added Lands in 2015 moved the Sector Plan Connector (Tynes Boulevard) to the boundary between Parcel 45 and 49.

There is no longer a right of way to define the boundary between Parcels 44 and 45 and both are designated for Mixed Use land use. This amendment combines the parcels to create a single Parcel 44.

Requested Amendment 1

> *Amend Map H to eliminate Parcel 45*
> The proposed amendment revises Map H to create a single Parcel 44 from existing Parcels 44 and 45.

Delete Requirement for Commerce Center use within Added Lands

Ordinance 2006-32 provided for 30 acres of Commerce Center use in Parcel 44; the amendment simply added a star designating this use to Map H. The companion PUD rezoning, implemented through Ordinance 2006-33, provides the details of the Commerce Center obligation (PUD uses the term 'Commerce Park'), establishing the uses that would be recognized as 'Commerce Park" uses:

> "The Commerce Park will be developed under the Mixed Use classification with the following allowed uses: Light Industrial (LI), Office, and Business Park (BP)."

The uses that are credited as Commerce Park: Light Industrial, Office and Business Park, are uses already permitted under the mixed Use designation itself:

"The Mixed use classification within the Added Land portion of the Villages of Argyle PUD includes the following types of land uses: Residential, General Commercial, and Light Industrial."

"Business Park and General Commercial uses may be developed within the Mixed Use-Professional Office and Mixed Use- Light Industrial categories."

The Commerce Center / Commerce Park designation does not change the permitted uses, and the designation does not increase or decrease the obligation to provide the uses described as Commerce Center/ Commerce Park uses. In fact the uses in this sub-category of land use are the same as are in the larger, Mixed Use designation.

The deletion of the Commerce Center designation form the Development Order and from the PUD does not change the potential development within the Added lands; it eliminates the need to track uses that are the same whether developed as Commerce Center/ Commerce Park uses or simply under the Mixed Use land use.

Requested Amendment 2

Amend Map H for Commerce Center Uses
Ordinance 06-33 and amendments implemented under Ordinance 15-10 adopted Map H with a 'star' denoting the location of these uses within Parcel 44. The proposed amendment deletes the 'star' and label "Commerce Park".. See Exhibit 1.

(Note: The Commerce Center designation is adopted in Ordinance 2006-33 through adoption of a Whereas clause by reference)

Amend Map H to adjust boundaries for Parcels 43 and 49

Ordinance 2006-33 amended the DRI DO to add 322.28 acres of land to the DRI and established the boundaries of Parcels 43, 44, 45 and 49 within the Added Lands. Ordinance 2006-32 adopted the zoning (re-PUD) for the Added Lands and established the acreage within these parcels as follows:

The parcel acreage amount within the Added Land is as follows:

Parcel	Acreage	Land Use
43	29 Acres	General Commercial
44	45 Acres	Mixed Use
45	15 Acres	Mixed Use
46	13 Acres	High Density Residential
47	125 Acres	Medium Density Residential
48	17 Acres	Medium Density Residential
49	27 Acres	Mixed Use

The amendment to the DRI Development Order in 2015 to realign the Sector Plan Connector (Tynes Boulevard) amended the acreage for medium density residential , preservation/open space and roads to reflect the revised alignment and right of way width for the realignment but made no change to the acreage of Parcel 43,44, 45 and 49 which are designated for General Commercial and Mixed Use Land use.

More detailed analysis based on the preliminary engineering design of the connection between Tynes Boulevard and Discovery Drive and final engineering and right of way dedication for Tynes Boulevard has determined that the actual acreage within Parcels 43, 44, 45 and 49. Further review has determined that 5 acres of Parcel 43 is encumbered by overhead power line easements that preclude development.

Parcel 43	29 acres less power line acreage = 24.00 acres
Parcel 44 & 45	66 acres
Parcel 49	23.70 acres

The acreage approved for Commercial use is reduced by the acreage in the power line easement:

Commercial Land Use Approved	29	acres
Commercial Land Use Available	24	acres

With the actual alignment of Tynes Boulevard known and the alignment of the connector road between Tynes Boulevard and Discovery Boulevard established by the existing points of access to Discovery Boulevard, the area of Mixed Use on the concept plan exceeds that approved in the DRI:

Mixed Use Land Use Approved	87	acres
Mixed Use Land Use Provided	90	acres

The proposed amendment changes the geographic boundary of Parcel 43 to locate 5 acres on the north side of Tynes Boulevard, restoring 29 acres of Commercial Land Use to this DRI parcel. The proposed amendment reduces Parcel 49 to 18.9 acres of Mixed Use (remainder north of Tynes Boulevard with Parcel 43 reconfiguration) and recognizes the 66 acres of MU Land use in combined Parcels 44 and 45 (as proposed herein, resulting in single Parcel 44). With this change, the Commercial Land Use acreage in Parcel 43 is restored to 29 acres and the MU land use acreage is reduced from 87 to 85 acres.

To recognize the portions of existing Parcel 43 for easy reference, existing parcel 43 is split into Parcel 43A, 43B and 43C as follows. Acreage is not included in the DO but detailed in the PUD; acreage provided here is for clarification that no additional General Commercial land use is requested or created.

Parcel 43A	24 acres	General Commercial
Parcel 43B	5 acres	Overhead Powerline Easement
Parcel 43C	5 acres	General Commercial

Mixed Use development rights (shown in 1999 Modified Land Use, as amended) are not proposed to be changed.

The PUD for the Added Lands is proposed to be changed to reflect this change in acreage.

Requested Amendment 3

Amend Map H to create Parcel 43A, 43B and 43C from existing Parcel 43
The proposed amendment to Map H changes the designation of existing Parcel 43 to Parcel 43A, 43B and 43C and generally locates these parcels on the north side and the south side of Royal Pines Drive pictorially only; the DRI Development Order does not assign acreage to any parcels within the Added Lands and the actual boundary of the sub parcels is depicted in the 2019 Armstrong MU PUD Site Plan. The companion PUD rezoning reflects the change in acreage represented by the Map H adjustments. See Exhibit 3.

Exhibit 1.

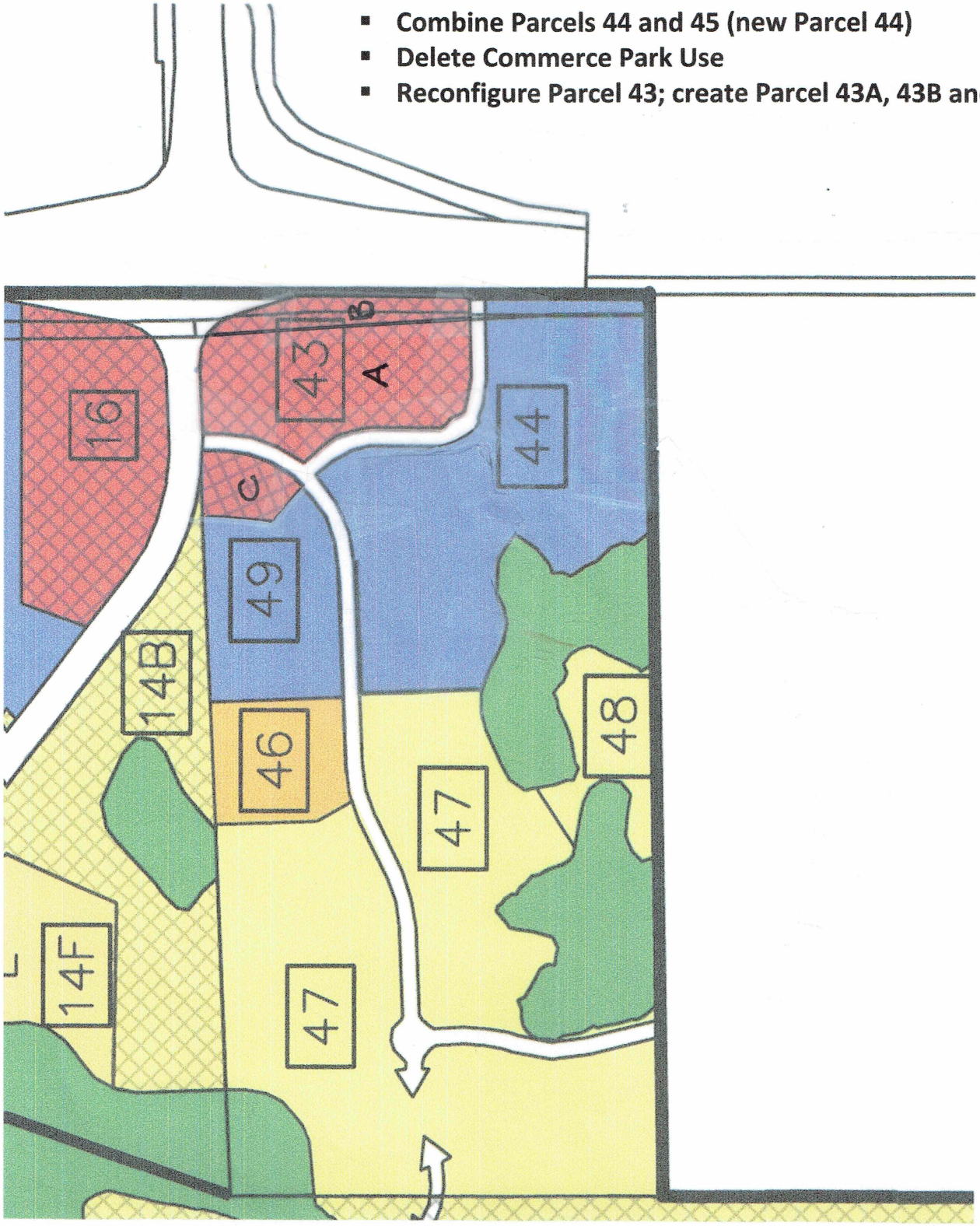
Amended Map H (detail) to delete Commerce Center Uses on Parcel 44, delete Parcel 45, and identify revised boundary of Parcels 43A, 43B and 43C within the Added Lands

Exhibit 1.

Amended Map H (detail)

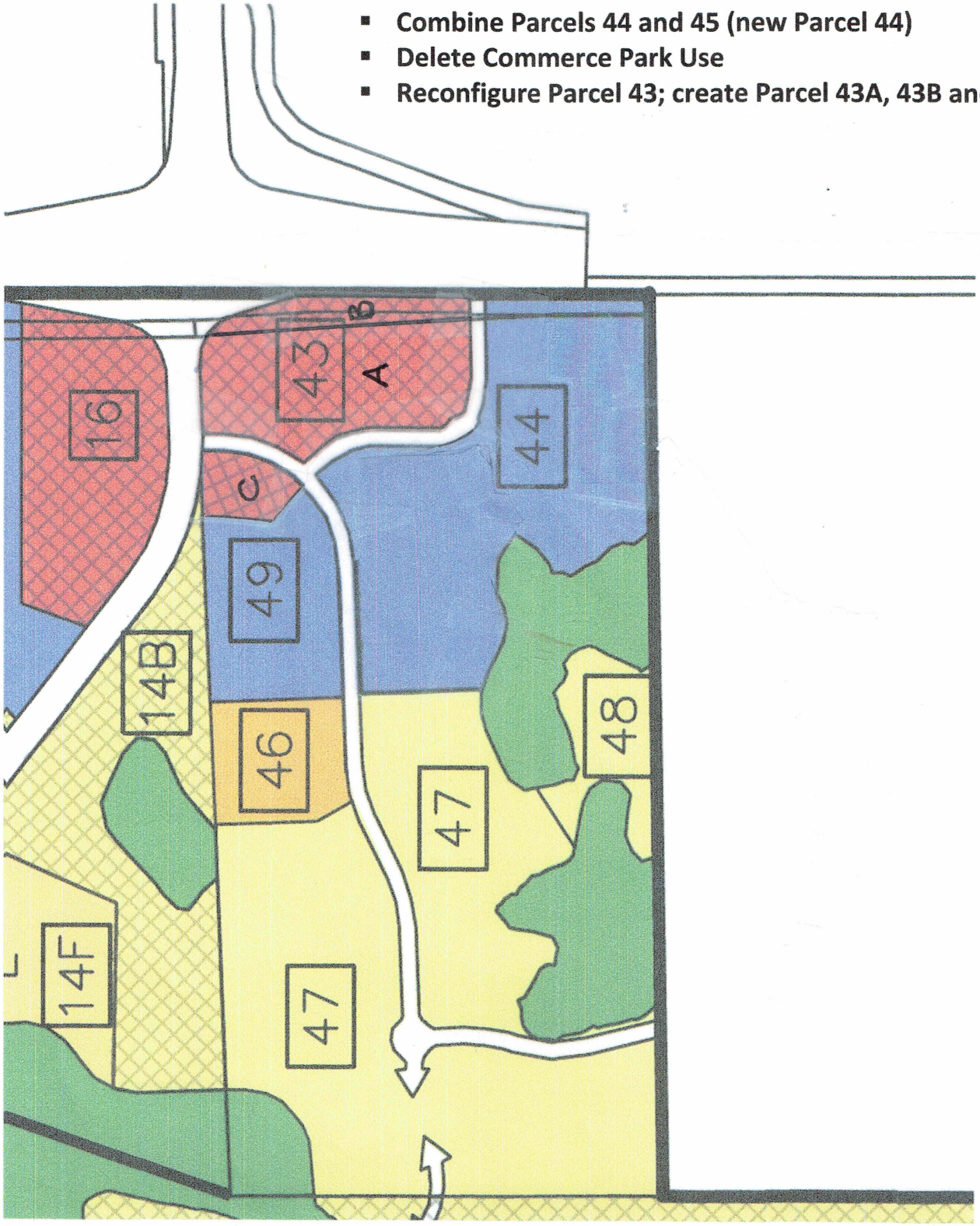
Villages of Argyle DRI
Map H Amendment
March 2019

- Combine Parcels 44 and 45 (new Parcel 44)
- Delete Commerce Park Use
- Reconfigure Parcel 43; create Parcel 43A, 43B and 43C



Villages of Argyle DRI
Map H Amendment
March 2019

- Combine Parcels 44 and 45 (new Parcel 44)
- Delete Commerce Park Use
- Reconfigure Parcel 43; create Parcel 43A, 43B and 43C



VILLAGES OF ARGYLE
MASTER PLAN MAP "H"
SCHEDULE NO. 2

NOTES:
1. BASE MAP AND LAND USE EAST OF AFI PARCEL TAKEN FROM ARGYLE MASTER PLAN PROVIDED BY FLEET & ASSOCIATES.
2. FINAL WETLAND DELINEATION AND PARCEL SIZING TO BE DETERMINED BASED UPON REGULATORY REVIEW

LEGEND

- GENERAL COMMERCIAL
- MAJOR COMMERCIAL
- BUSINESS PARK
- MIXED USE
- VILLAGE CENTER
- FIRE STATION
- HUNTING PRESERVE/FOREST
- EXISTING DEVELOPED NOT INCLUDED IN THIS DEVELOPMENT ORDER
- LIBRARY
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL
- HIGH DENSITY RESIDENTIAL DEVELOPMENTS
- MEDIUM DENSITY RESIDENTIAL DEVELOPMENTS
- LOW DENSITY RESIDENTIAL DEVELOPMENTS
- PARK
- SCHOOL
- Not within that portion of the DRI that is governed by the 1999 Amended and Restated Development Order and related amendments.
- PRESERVATION
- REGIONAL MITIGATION PARK
- COMMUNITY RECREATION
- 10 PROPOSED PARCEL NUMBERS
- PARTIAL PARCEL CONNECTIONS
- FUTURE TROLLEY RESERVATION
- COUNTY LINE
- VILLAGE BOUNDARY LINE
- PARK/SCHOOL

GRAPHIC SCALE
1500 0 750 1500 3000
(IN FEET)
1" = 1500' FEET

AFI PARCEL | CHIMNEY LAKES

CHIMNEY LAKES | EAST VILLAGE

MIDDLEBURG VILLAGE

COUNTRY VILLAGE

RURAL VILLAGE

RANCH VILLAGE | CHIMNEY LAKES

SOUTH VILLAGE | AFI PARCEL | RANCH VILLAGE

PROPOSED NOISE ZONE 2 BOUNDARY
CECIL FIELD
STATE ROAD 591
BRANAN CHAFFEE ROAD STATE ROAD 23
OLD MIDDLEBURG ROAD
COLLINS ROAD
SHINDLER DRIVE
WESTPORT ROAD
RAMPART ROAD
PARAMORE ROAD
INTERSTATE HIGHWAY 295
YOUNGERMAN CIRCLE
BLANDING BOULEVARD
ARGYLE FOREST BLVD.
DUVAL COUNTY
CLAY COUNTY
CHESTWICK OAKS AVENUE
OAKLEAF PLANTATION PARKWAY
PLANTATION OAKS BOULEVARD
BRANANFIELD ROAD STATE ROAD 228-A
FS
SCH E
SCH JH/SH
VC

★ – DENOTES PARCEL 24A LIBRARY SITE

DATE: 5/3/19 COMBINE PARCEL 44 & 45 (NEW 44); DELETE COMMERCIAL USE PARK; RECONFIGURE PARCEL 43 TO CREATE PARCEL 43A, 43B AND 43C
DATE: 3/20/15 RELOCATE SECTOR PLAN CONNECTION THRU ARMSTRONG PROPERTY
DATE: 3/26/14 REVISED NOTE 4.
DATE: 7/09/13 CHANGE PARCEL 10 to 10A (MIXED USE) & 10B (LDR); CHANGE 5A to MIXED USE.
DATE: 5/19/11 CHANGED PARCEL 31 FROM PARK TO COMMERCIAL GENERAL; CHANGES PARCEL 26 FROM HDR TO MIXED USE;CREATED PARCEL 51 AS PARK FROM HUNTING PRESERVE.
DATE: 6/25/09 REMOVED PARCEL 10 INTERCONNECTIVITY WITH PARCEL 12A AND PARCEL 11C.
DATE: 5/11/10 RELOCATE FIRE STATION FROM PARCEL 31 TO 33P.
DATE: 4/3/07 ADDED ADDITIONAL ACREAGE TO PARCEL 50.
DATE: 10/24/06 MOVED 32P & CREATED 4B (MIXED USE)
DATE: 8/10/06 CHANGED PARCEL 26 FROM LDR TO HDR.
DATE: 6/2/06 DELETED MIXED USE ACREAGE EXCEPT TOTAL.
DATE: 4/7/06 REVISED NOTE 4.
DATE: 8/1/05 CHANGED PARCEL 19 & 20 TO MIXED USE.
DATE: 7/18/05 REVISED NOTE 4.
DATE: 5/13/05 REVERT 14B BACK TO LOW DENSITY RESIDENTIAL
DATE: 2/04/05 REVISED VILLAGE CENTER/LIBRARY SITE
DATE: 12/06/04 ADDED ARMSTRONG PARCEL (43 to 48)
DATE: 4/05/04 CHG PARCEL 3 & 30 TO MIXED USE
DATE: 11/15/03 SPLIT PARCEL 32 TO 32M/33P
DATE: 9/25/03 RELOCATED PARCEL 12B
DATE: AUGUST 23, 1999 E98-25 PUD/MAP "H"

England-Thims & Miller, Inc.
ENGINEERS – PLANNERS – SURVEYORS – LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

1999 MODIFIED LAND USE

LAND USE	CHIMNEY LAKES			RANCH VILLAGE			AFI AFILLIATED VILLAGES			SUMMARY		
	Acreage	Dwelling Units	S.F.	Acreage	Dwelling Units	S.F.	Acreage	Dwelling Units	S.F.	Acreage	Dwelling Units	S.F.
I. Single Family Residential												
Low Density Residential	355	1,089		736	2,967		976	3,603		2,067	7,659	
Medium Density Residential	85	291		121	514		332	1,309		538	2,114	
TOTAL	440	1,380		857	3,481		1,308	4,912		2,605	9,773	
II. Multi-Family Residential												
High Density Residential	20	504					125	1,025		145	1,529	
TOTAL	20	504					125	1,025		145	1,529	
III. Mixed Use[4]												
Residential								2,035			2,035	
Professional Office									80,000			80,000
Light Industrial			75,000						1,843,000			1,918,000
TOTAL	121		75,000				801	2,035	1,923,000	922	2,035	1,998,000
IV. Commercial												
General Commercial	61		280,700				146		1,164,500	207		1,445,200
Major Commercial							58		1,145,500	58		1,145,500
Village Center****				20		193,920	23		200,000	43		393,920
TOTAL	61		280,700	20		193,920	227		2,510,000	308		2,984,620
V. Office												
Business Park							6		870,000	6		870,000
TOTAL							6		870,000	6		870,000
VI. Industrial												
Light Industrial							71		1,817,000	71		1,817,000
TOTAL							71		1,817,000	71		1,817,000
VII. Schools												
Elementary				30			61			91		
Jr. High							40			40		
Sr. High							70			70		
TOTAL				30			171			201		
VIII. Recreation												
Community Recreation[3]	4			30			100			134		
Regional Park 2							102			102		
Golf Course							168			168		
TOTAL	4			30			370			404		
IX. Roads												
Branan/Chaffee							235			235		
Argyle Forest Boulevard	87						95			182		
Old Middleburg	14			25						39		
Double Branch Boulevard				10			24			34		
Other Roads	12						54			66		
TOTAL	113			35			408			556		
X. Preserve												
Preservation/Open Space	440			240			1,107			1,787		
Regional Mitigation Park												
TOTAL	440			240			1,107			1,787		
XI. Hunting Preserve							944			944		
XII. Church[1]									40,000			40,000
XII. Miscellaneous												
Fire Station	2						2			4		
Library				3						3		
TOTAL	2			3			2			7		
LAND USE TOTALS	1,201**	1,884	355,700	1,215	3,481	193,920	5,540	7,972	7,160,000	7,956***	13,337	7,709,620

* Subject to modifications in land use pursuant to the PUD and Land Use Exchange Table (Development Order Schedule 2-A) .
** Excludes existing developed areas. Includes all preservation area owned by property owners association and existing Argyle Forest Blvd. right of way for comparison purposes.
*** Excludes East Village, existing developed areas within Chimney Lakes Village and 388± Ac. Regional Mitigation Park.
**** 6,410 sf of Village Center Use permitted within Parcel 14G of AFI Affiliated Villages in Clay COunty; acreage (0.67 arces) and square footage not included in AFI quantities.
1 To be constructed in residential areas
2 Subject to reduction if required for flyover Brananfield/Chaffee right of way.
3 School/Park – 26 Acres net, including the acreage per Section 15 (u) of the DRI/DO.
4 Any allowed General Commercial square footages, or Medium Density Residential units, or High Density Residential units (see I., II. and IV. of this table and any allowed conversions) may be developed within parcels designated for Mixed Use in the Clay County & Duval County portions of the AFI Affiliated Villages, as well as parcels 26, 30, 32P and 32M in Chimney Lakes, and any allowed General Commercial square footages within the AFI Affiliated Villages are authorized to be developed on Parcel 31 in Chimney Lakes. Of the allowed Village Center square footages, a maximum of 6,410 square feet of said use may be developed within Parcel 14G (located within the AFI Affiliated Villages within Clay County). Any allowed Residential units, Light Industrial square footages and Business Park square footages may be developed within parcels designated as Mixed Use in the Duval County and Clay County portions of the AFI Affiliated Villages. Up to 900 residential units (any type) authorized to be developed in Ranch Village may be developed in the residential or Mixed Use areas of the AFI Affiliated Villages within Clay County. Up to 50,000 square feet of the Village Center uses authorized to be developed in Ranch Village may be developed in the Mixed Use or General Commercial areas of the AFI Affiliated Villages within Clay County. Up to 20,000 square feet of General Commercial uses within the Duval County portion of the AFI Affiliated Villages are authorized to be developed on Chimney Lakes Parcel 26 and up to 20,000 square feet of General Commercial uses within the Duval County portion of the AFI Affiliated Villages are authorized to be developed on Chimney Lakes Parcel 37.

Department of Economic and Development Services
Planning and Zoning Division

Memorandum

To: Planning Commission
From: Carolyn Morgan, Chief Planner
Date: May 7, 2019
Re: Public Hearing to consider DRI Amendment 19-02, Armstrong Tract
Applicant: Roger Arrowsmith, Armstrong Ventures LLC

Proposed Amendment

DRI 2019-02 is an application to amend the Villages of Argyle DRI/DO Map H. This action would amend the DRI termination date, expiration date and phasing schedule consistent with the extensions allowed under state law. It amends the development order to eliminate the Commerce Center designation, amends Map H to adjust the boundaries of parcels 43 and 49, to combine parcels 44 and 45 into new parcel 44, and to divide parcel 43 into parcels 43A, 43B and 43C.

Analysis

The Armstrong Tract, 322 acres, was added to the Villages of Argyle in 2004. The portion of Armstrong tract, 122 acres, discussed herein is designated Commercial and Mixed Use. The area was amended in 2015 to recognize the new alignment of Tynes Boulevard to Oakleaf Plantation Parkway. This amendment eliminates the Commerce Center designation because the business park uses are already allowed in Mixed Use and adjusts the parcels boundaries as shown in the draft ordinance to restore the previous balance of commercial and mixed use.

Staff Recommendation

Staff recommends approval of DRI 2019-02.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners DATE: 5/21/2019

FROM: Carolyn Morgan, Chief Planner

SUBJECT: Public Hearing to consider adoption of PUD 19-05 Armstrong Mixed Use, located at Oakleaf Plantation Boulevard and Royal Pines Drive on 121.24 acres, in Planning District 2, and Commission District 2, Mr. Bolla.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Planning Commission voted 7-0 to approve PUD 19-02 at a public hearing on May 7, 2019, which included allowing staff and the applicant to finalize the landscape language prior to the BCC hearing.

Planning Requirements:
Public Hearing Required (Yes\No):
Yes

Hearing Type: First Public Hearing

Initiated By:

Susan Fraser, SLF Consulting, agent for Roger Arrowsmith, Armstrong Ventures LLC.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	BCC Cover Memo_Public	Cover Memo	5/22/2019	BCC_memo_CPA_19-05_A.pdf
	Ordinance_Public	Cover Memo	5/22/2019	Ordinance.pdf
	Staff Memo_Public	Cover Memo	5/22/2019	Staff_Memo_Public.pdf
	Applicant Cover	Cover Memo	5/22/2019	Applicantcoverletter.pdf

	Letter_Public			
	Survey_Public	Cover Memo	5/22/2019	Survey_PUD_19-05.pdf
	PUD Site Plan_Public	Cover Memo	5/22/2019	PUD_Site_Plan.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Planning	Lehman, Ed	Rejected	5/21/2019 - 3:13 PM	
Planning	morgan, carolyn	Approved	5/21/2019 - 4:06 PM	Resubmitted
Planning	Lehman, Ed	Rejected	5/21/2019 - 4:13 PM	
Planning	morgan, carolyn	Approved	5/21/2019 - 4:18 PM	Resubmitted
Planning	Lehman, Ed	Approved	5/21/2019 - 4:21 PM	
Planning	Stewart, Chereese	Approved	5/21/2019 - 6:01 PM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:10 PM	

Department of Economic and Development Services

Memorandum

To: Board of County Commissioners

From: Carolyn Morgan, AICP
Chief Planner

Date: May 28, 2019

Re: Final Public Hearing to consider of PUD-19-05, Armstrong Mixed Use.

Issue: Consider adoption of PUD 19-05, rezoning from PUD to PUD. The subject property is approximately 121 acres located in the Oakleaf Plantation PUD at Oakleaf Plantation Parkway and Royal Pines Drive, and west of Discovery Drive. It is located in Commission District 2, Mr. Bolla.

Background: The Planning Commission held a public hearing on May 7, 2019 and recommended approval of PUD 19-05, which amends Ordinance 2006-32 to more particularly describe the proposed uses and requirements for development of this property. Included in the PC recommendation is direction to staff to finalize landscape perimeter buffer language with the applicant prior to the BCC meeting. The finalized language is included in the attached Applicant's written statement. The Planning Commission vote was 7-0 to approve.

The subject property is a portion of the "Added Lands" that were moved from Branan Field to Villages of Argyle DRI/Oakleaf Plantation PUD in 2004. The companion amendment DRI 2019-02 addresses the subject parcel boundaries and acreage, as well as updating the termination, downzoning and phasing dates for the DRI.

Recommendation: Staff recommended approval.

ORDINANCE 2019-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, PURSUANT TO ARTICLE III OF THE CLAY COUNTY LAND DEVELOPMENT CODE, KNOWN AS THE ZONING AND LAND USE LDR's ADOPTED PURSUANT TO ORDINANCE 93-16, AS AMENDED; PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF PLANNED UNIT DEVELOPMENT DISTRICT TO PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING A WRITTEN STATEMENT AND SITE PLAN; PROVIDING AN EFFECTIVE DATE.

Be it Ordained by the Board of County Commissioners of Clay County:

Section 1. Armstrong Venture LLC, has submitted application Z-19-05 seeking to rezone certain real property (the Property) described as follows:

> Villages of Argyle Forest Development of Regional Impact, Parcels 43A, 43B, 43C, 44, and 49, also known as Lots 3 and 4, Armstrong Plat, Clay County, Florida according to plat thereof recorded in Plat Book 59, pages 34 through 38 of the public records of Clay County, Florida.

Section 2. The Board of County Commissioners approves the rezoning request. The present zoning classification of the Property, Planned Unit Development District, is changed to Planned Unit Development District, subject to the conditions outlined in the Written Statement and Site Plan, attached as Exhibit A.

Section 3. Nothing herein contained shall be deemed to impose conditions, limitations or requirements not applicable to all other land in the zoning district wherein said lands are located.

Section 4. The Building Department is authorized to issue construction permits allowed by zoning classification as rezoned hereby.

Section 5. This Ordinance shall become effective as provided by law.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this _____ day of _____, 2019.

Board of County Commissioners of Clay County, Florida

By:_____
Mike Cella, Its Chairman

Attest:

_____
Lorin L. Mock, Acting County Manager
and Clerk to the Board of County Commissioners

Exhibit A
(Written Statement and Site Plan)

Armstrong Mixed Use PUD Written Statement
Villages of Argyle Added Lands
Parcels 43A, 43B, 43C, 44 and 49
Revised April 29, 2019

Owner's Name:	Roger Arrowsmith Armstrong Ventures, LLC 14700 Village Square Place Midlothian, VA 23112	
Agent:	Susan L. Fraser SLF Consulting, Inc. 3517 Park Street Jacksonville, FL 32205 904-591-8942 slfraser@bellsouth.net	
	John W. O'Connor O'Connor Development Corp. 1590 Island Lane Suite 28 Fleming Island, FL 32003	
FLU Category:	Planned Community	
Existing Zoning:	Planned Unit Development (PUD)	
Proposed Zoning:	2019 PUD	
Adjacent Land Use:	North-	Planned Community, Villages of Argyle
	South-	Rural Residential, Branan Field Master Plan
	East -	Activity Center, Branan Field Master Plan First Coast Expressway ROW
	West -	Planned Community, Villages of Argyle
Adjacent Zoning:	North –	PUD, Villages of Argyle
	South –	Rural Residential, Branan Field Master Plan
	East –	Activity Center, Branan Field master Plan First Coast Expressway ROW
	West –	PUD, Villages of Argyle
Proposed Development:	Mixed Use and Commercial	
DRI PUD Area:	7,634 acres (approx.)	
PUD Amendment Area:	121.24 acres	

Background

This rezoning application will apply to that 121.24 acre portion of the 322.28 acres added to the Villages of Argyle DRI (the "Added Lands") in 2006. The PUD amendment adopted pursuant to Ordinance 2006-32 included other lands within the DRI; this amendment is applicable to the 121.24 acres added in 2006 more specifically described as Parcels 43, 44, 45 and 49 in the DRI Development Order and as Lots 3 and 4 of the Armstrong Plat recorded in Plat Book 59 Pages 34-38 of the public records of Clay County ("Armstrong Mixed Used Lands").

The Armstrong Mixed Use Lands are a part of the Villages of Argyle DRI approved in 1975, with an Amended and Restated Development Order approved in 1999. Located at the southwest quadrant of the First Coast Expressway interchange with Oakleaf Plantation Parkway, the Armstrong Mixed Use Lands are divided into 4 parcels in Ordinance 2006-32 (PUD) and DRI. The DRI depicts the location of these parcels, but does not specify the acreage ~~(Exhibit A)~~.

Parcel 43	General Commercial
Parcel 44	Mixed Use
Parcel 45	Mixed Use
Parcel 49	Mixed Use

Ownership

This PUD application is being filed on behalf of Armstrong Ventures LLC with the support of AFI Associates, Inc. the Master Developer for the AFI Affiliated Villages portion of the Villages of Argyle DRI.

Location and Adjacent Uses

The Armstrong Mixed Use Lands are located on the north and south sides of Royal Pines Drive at its intersection with Oakleaf Plantation Parkway. The easterly boundary of the Armstrong Mixed Use Lands is defined by the right of way of Discovery Boulevard, the westerly service road for the First Coast Expressway. Three points of access to Discovery Boulevard (all right in/right out) are proposed under the proposed Armstrong MU_PUD Site Plan. These points of access would be permitted by Clay County, the maintenance entity for Discovery Boulevard. The construction of Royal Pines Drive through the Added Lands has been completed (December 2018), providing major collector access between Oakleaf Plantation Parkway and Old Jennings Road, through the Branan Field Master Plan area. The location of Royal Pines Drive is depicted on the proposed Armstrong MU ~~2018~~ PUD Site Plan for the Armstrong Mixed Use Lands.

Parallel to Discovery Boulevard are overhead power line easements that lie within Parcels 43 and 44. These easements encumber 5 acres of Parcel 43 and 1.0 acre of Parcel 44. Their location on Parcel 44 does not impact development of this parcel whereas its location on Parcel 43 reduces the development area by 5 acres. The companion amendment to the DRI Development Order

modifies the boundary of Parcel 43 and creates three parcels: 43A, 43B, and 43C. The proposed Armstrong MU PUD also creates three parcels out of the original DRI Parcel 43_to restore Parcel 43 to 29 acres.

Adjacent lands to the north and west of the Armstrong Mixed Use Lands lie within the Villages of Argyle DRI. North, across Oakleaf Plantation Parkway, is a commercially developed site with grocery and commercial out parcels. West of the Armstrong MU Lands are developed single family residential subdivisions constructed on the remainder of the 2006 Added Lands. Adjacent lands to the east are vacant and are located on the other side of the 500' + right of way for the First Coast Expressway, Discovery Drive and Challenger Drive. Land to the east of the FCE is designated for Activity Center uses within the Branan Field Master Plan. Adjacent lands to the south are developed rural residential single family lots with a church located on the parcel adjacent to Discovery Drive._ Parcels are approx. 1.2 acres in area and most are developed.

Requested Changes to the PUD Written Statement

Exhibits to the 2006 PUD (ORD 2006-32) are updated as follows:

I.	Current Master Site Plan Map (Map H, 2019)
~~Q.~~	~~Current Clay County Modified Land Use Chart~~
Q.~~R.~~	2019 Clay County Modified Land Use Chart
~~S.~~	~~Current AFI Villages Parcel Acreage Chart~~
R.~~T.~~	~~Proposed~~ AFI Affiliated Villages Parcel Acreage Chart
S. ~~U.~~	Legal Description – Clay County Property
T.	Legal Description – Parcels 43A, 43B, 43C, 44, and 49
U.	Performance Standards – Parcels 43A, 43B, 43C, 44, and 49
V.	PUD Site Plan – Parcels 43A, 43B, 43C, 44, and 49

Paragraph A. of Section II. Land Uses for the Added Land of Ordinance 2006-32 is proposed to be amended as follows:

- *Map H is proposed to be amended under a companion amendment to the DRI Development Order.*
- *Part I. Section E. text referenced in this paragraph in Ord 2006-32 is provided in subparagraph 5. Mixed use of Paragraph B. of Section II; reference is revised to reflect its location.*
- *The types of land uses and acreage amounts are revised to reflect changes to the boundary of Parcel 43 approved in the companion DRI DO amendment and create Parcels 43A, 43B and 43C.*
- *Parcels 44 and 45 are combined to create Parcel 44.*

A. Summary of Land Uses

(entire Paragraph A of section II is provided, as amended)

The proposed land uses and performance standards for the Added Land provide for a mix of uses to create a mixed use community that will meet the future needs of its residents within the Villages of Argyle PUD , serve the needs of those traveling on the First Coast Expressway and provide opportunity for regional services and light industry. Design and Performance Standards for the Added Land will ensure a high level of quality in the project as well as consistency of appearance. No changes are proposed to land uses and performance standards provided for in the existing portion of the Villages of Argyle PUD other than the modifications to the PUD Written Description ~~discussed in Part I., Section E. above~~ provided in subparagraph 5. of Paragraph B. of Section II. below. and those modifications shown in the proposed revised site plan and its accompanying tables and notes.

The following types of land uses and acreage amounts have been planned for the Added Land. For purposes of calculating density, gross acreage shall be used. A description of uses within each land use follows below.

Medium Density Residential	142 acres
High Density Residential	13 acres
Mixed Use • Residential • General Commercial • Light Industrial • Business Park • Preservation	~~87~~ 85 acres
General Commercial	29 acres
Preservation • Wetlands	34 acres
Roads • Right of way	~~17~~ 14.0 acres
Utility Easement • Overhead Powerline	5.0 acres
Total	322+ acres

The parcel acreage amount within the Added Lands is as follows:

Parcel	Acreage	Land Use
43A	24 ~~29~~ acres	General Commercial
43B	5 acres	Overhead Power Line
43C	5 acres	General Commercial
44	66 ~~45~~ acres	Mixed Use
~~45~~	~~15 acres~~	~~Mixed Use~~

46	13 acres	High Density Residential
47	125 acres	Medium Density Residential
48	17 acres	Medium Density Residential
49	~~27~~ 18.9 acres	Mixed Use

Subparagraph 5. of Paragraph B. of Section II. Land Uses for the Added Land of Ordinance 2006-32 is proposed to be amended as follows. The proposed amendments:

- *Delete the requirement for Commerce Center use in the MU designation, consistent with the companion amendment to the DRI Development Order;*
- *Remove corporate offices as a use in MU as this use is permitted under Business as Professional Offices already;*
- *Define the Business Park Uses permitted in the MU designation;*
- *Add ATM use to permitted bank use in Light Industrial, consistent with bank use in Commercial;*
- *Establish conditional uses for the MU designation.*

5. Mixed Use

The Mixed Use classification within the Added Land portion of the Villages of Argyle PUD includes the following types of land uses; Residential, General Commercial, and Light Industrial. In order to ensure a good mix of development occurs in the Added land, no one use shall comprise more than 70% of the development among the collective mixed use parcels (including both the Added Land and the other portions of the Villages of Argyle PUD) with a minimum of three uses required. For example, a mixed use parcel can be developed as 100% Light Industrial, as long as Light Industrial development within all the mixed use parcels does not exceed 70% as a collective average. Business Park, Private Services (PS-5 Zoning District) and General Commercial Uses may be developed within the Mixed Use- Professional Office and Mixed Use- Light Industrial categories.

The following standards are applicable to the Mixed Use classification within the Added Land portion of the Villages of Argyle:

- High Density Residential: Minimum of gross land area: 10%
  Maximum of gross land area: 70%
- Professional Office: Minimum of gross land area: 10%
  Maximum of gross land area: 70%
- Light Industrial: Minimum of gross land area: 10%

Maximum of gross land area: 70%

~~*Commerce Park*~~

~~To take advantage of its desirable location with regard to transportation and enhance the ability to attract job producing tenants, it is intended that a minimum of 30 acres located within Parcel 44 be developed as a Commerce Park. The Commerce Park will be developed under the Mixed Use classification with the following uses: Light Industrial (LI) and Business Park (BP).~~

The following allowable uses apply to the Private Services PS-5 use within the Mixed Use category:

Private Services PS-5

The following uses are permitted:

a. Permitted Uses of the Private Services PS-5 Zoning District, Section 20.3-41.1 of Article III. of the Clay County LDRs, as such may be amended.

The following allowable uses apply to the Professional Office use within the Mixed Use category:

Professional Office

The following uses are allowed:

a. Commercial and Professional Offices
b. Corporate Offices
c. Accessory uses, such as dining, daycare and recreational facilities as well as professional services such as copy centers, shipping offices and computer services.
d. Business Park uses
e. General Commercial uses

The following allowable uses apply to the Light Industrial use within the Mixed Use category:

1. *Light Industrial*

The following uses are allowed:

~~a.~~ Wholesaling, warehousing, storage or distribution establishments (but not batch concrete mixing plants) and other similar uses;
b. Light industries with related offices and showrooms, which manufacture, assemble, process, package, store and distribute small unit products such as optical devices, precision instruments, electronic equipment, research facilities

and laboratories and the like. ~~Corporate offices which accommodate twenty-five or more employees shall be allowed~~;

c. Accessory uses such as dining and recreational facilities as a convenience to the employees and their customers;
d. Light manufacturing, processing, packaging or fabricating;
e. Printing, lithography, publishing or similar establishments;
f. Business or professional offices;
g. Service establishments catering to commerce and industry, including linen supply, laundry and dry cleaning plants, freight movers, communications services, business machine services, restaurants, union halls, employee agencies, sign companies, automobile service stations, major repair garages, truck stops and similar uses;
h. Vocational, technical or trade schools and similar uses;
i. Medical clinics;
j. Freight, bus, trucking, shipping or other transportation terminals, commercial parking lots and garages, express offices and terminal facilities;
k. Radio or telephone and cellular telephone towers;
l. Scrap processing, indoor, clean activity;
m. Bulk storage yards including bulk storage of flammable liquids and acids if storage not entirely within a completely enclosed building or structure it should be visually screened by a 6 foot fence or wall not les than 95% opaque;
n. Building trades contractors with outside storage yards and heavy construction equipment if storage is visually screened by a 6 foot fence or wall not less than 95% opaque;
o. Outdoor storage yards and lots including auto storage yards if storage is completely enclosed by a 6 foot fence or wall not less than 95% opaque;
p. Retail outlets in conjunction with wholesaling establishments if the area designated for retail sales does not exceed 25% of the gross floor area of the building it is a part;
q. Banks, including drive thru tellers and ATMs;
r. Recycling facilities;
s. Retail sales of heavy machinery, farm equipment and building materials;
t. Veterinarians;
u. Retail sales, including the retail sale and service of alcoholic beverages for either off-premises consumption or on-premise consumption, or both; and
v. Hotels and motels
w. Enclosed RV and Boat Storage
x. Business Park uses
y. General Commercial uses.

The following allowable uses apply to the Business Park use within the Mixed Use category:

Business Park

The following uses are allowed:

a. Permitted Uses of the Business Park Zoning District, Section 20.3-30.1 of Article III. of the Clay County LDRs as such may be amended.

The following conditional uses apply to the Mixed Use category, said uses subject to the conditions for same in Section 20-3-5 of Article III of the Clay LDRs:

a. Public Assembly;
b. Seasonal Outdoor Display/Sales;
c. Medical Marijuana Treatment Center Dispensing Facility;
d. Dog Park; and
e. Mobile Businesses.

Section III. Development Standards for the Added Land of Ordinance 2006-32 is proposed to be amended as follows:

Note 4 is added:

4. Minimum Building Setbacks established for Multi-family Residential Medium and High Density for front, rear and side reflect the minimum distance between buildings within a multi-family development. The minimum distance between buildings required under the Florida Building Code shall not be restricted by this PUD.

Paragraph C. of Section IV. Performance Standards of Ordinance 2006-32 is proposed to be amended as follows to establish that parking is allowed but not required on both sides of a Nonresidential Internal Street and to clarify access within the Added Land:

A. **Access and Connectivity**

The Added Land will have a connected system of streets and roadways to permit pedestrian and vehicular movement. The Added Land will also have external access from ~~Branan Field Chaffee Road, a principal arterial road from the Duval County line to SR 21, or a~~ the service road parallel to ~~Branan Field Chaffee Road~~ the First Coast Expressway (Discovery Drive) and from Oakleaf Planation Parkway. Road alignments for the major roads, including Armstrong Way (minor collector) , within the Added Lands are ~~currently~~ shown on the Map H and the Armstrong MU PUD Site Plan . All residential ~~other~~ roadways and non-residential internal streets will be shown on final development plans for each parcel, as that parcel is developed.

To deter excessive block length, a connective system of streets will be used for single family residential development by requiring a maximum block length of 1,000 feet within the development. In the event that this requirement cannot be met because of a design or environmental constraint, the Clay County Director of Public Works and Engineering or his/her designee may ~~provide~~ approve a pedestrian/bicycle connection. ~~upon review and approval~~. Where applicable, cul-de-sac streets shall be connected by a system of pedestrian and/or bike

lanes or common 'green areas' to encourage non-automotive transportation and to preserve natural features within residential communities.

The design of a subdivision shall provide for through streets at least every 1,000 feet along the periphery of the subdivision. As an alternative, developments shall allow for through streets at least every 1,500 feet with a separate pedestrian connection midway between street connections. This through street requirement will be relaxed when the presence of an existing wetlands would prevent placement of the connection, and in that event the connection shall be placed outside the wetland boundary or eliminated.

Residential developments with more than 200 units must have at least two entrances fronting on a principal thoroughfare, unless frontage is less than 1,000 feet, then only one entrance is required and the entrance must be constructed as a two lane boulevard with a median.

Roadway design within the Added Land shall comply with the following table. Minimum pavement widths shall not be exceeded by more than two feet, except where turning radii or other factors justify a wider pavement width. The cross section for the internal street within Parcel 43 shall be constructed as depicted on the Armstrong MU ~~2019~~ PUD Site Plan.

	MINIMUM PAVEMENT WIDTH ~~(feet)~~	ROW WIDTH ~~(feet) MIN~~*	On-Street Parking
Alley (One way Lane)	12'	18'	No, unless outside ROW
Alley (Two way Lane)	18'	24'	No, unless outside ROW
Local Residential	~~20~~ 24'	60' with 3' easements both sides	One Side Only permitted
Local Residential	24'	60' with 3' easements both sides	Both Sides permitted
Nonresidential Internal Street	20'	None	One Side Only permitted
Nonresidential Internal Street	24'	None	Both Sides ~~Required~~ permitted (outside of 24')
Residential Collector	24'	80'	One Side Only permitted
Minor Collector	24'	80'	One Side Only permitted
Major Collector	24'	80'	No

*Right of way widths may be reduced by the following dimensions when utilities, which are typically placed in the right of way, are not present: water (10'), reuse (6').

Development should be coordinated to insure interconnectivity will occur among all portions of the property. To that end, sidewalk and bike lane 'stub outs' should be provided by the

developer of each parcel to allow connectivity with adjacent parcels. Pedestrian paths shall be clearly identified when crossing driveways or intersections through the use of raised humps, crosswalk striping, different pavement patterns, or similar techniques. To promote pedestrian and bicycle interconnectivity, sidewalks with a minimum width of 5 feet must be provided on one side of all collector, neighborhood, and local roads. Adjacent to the northern right of way for Armstrong Way (minor collector) a 30 foot wide linear park shall be provided. Adjacent to the linear park (within the right of way) a 6 foot wide, pedestrian path shall be constructed. Shade trees shall be provided within the linear park on both sides of the path, at a maximum spacing of 50 feet. Within the linear park a minimum of two benches and a gazebo will be constructed. The linear park shall be in lieu of the otherwise required 20 foot right of way buffer and tree planting within the linear park shall count toward applicable street tree requirements. The pedestrian ~~multi-use~~ path shall be provided in addition to on street bike lanes within Armstrong Way (minor collector) and shall serve as the sidewalk otherwise required to be constructed on the north side of Armstrong Way (minor collector). ~~All roads classified as minor collector or above will have a minimum of 4 foot wide bicycle lanes. However, at the developer's discretion, an 8 foot wide, multi-purpose path can be provided where applicable in lieu of separate bike lanes and sidewalks. A minimum 10 foot wide off-street bicycle/ pedestrian path will be added to those parts of the Branan Field Chafee west service road that is adjacent to the Added Land.~~

The provision of the above described pedestrian path adjacent to Armstrong Way (minor collector) will provide a safe pedestrian and bicycle route and, combined with the on street bike lanes, will divert pedestrian and bicycle traffic from the interchange of Oakleaf Parkway and the FCE.

Paragraph E. of Section IV. Performance Standards of Ordinance 2006-32 shall not apply to Parcels 43A, 43B, 43C, 44 and 49; parking standards applicable to development within Parcels 43A, 43B, 43C, 44 and 49 are provided in Paragraph L of Section IV.

Paragraph F. of Section IV. Performance Standards of Ordinance 2006-32 shall not apply to Parcels 43A, 43B, 43C, 44, and 49; signage standards applicable to development within Parcels 43A, 43B, 43C, 44, and 49 are provided in Paragraph L of Section IV.

Paragraph L. of Section IV. Performance Standards of Ordinance 2006-32 is proposed to be amended as follows:

L. Branan Field Land Development Regulations dated August 2005 and identified below shall apply to the Added Land except Parcels 43A, 43B, 43C, 44 and 49.

1. Interpretation flexibility (page 3, "j");
2. Non-residential park requirement (Page 6, "d" and Page 7, table),
3. Nonresidential connectivity (Page 12, "C" as renumbered "D"),
4. Sidewalk requirements (for non-residential and mixed use areas, as well as mulit-family, Pages 15-16, "j"),
5. Bicycle lane requirements (Page 16, "k"),
6. Right of way tree planting requirement (Page 16, "l");

7. Exterior lighting requirements (Page 17, "8"),
8. Curbs required (Page 21, "9"),
9. Storm drainage standards for non-residential and mixed use areas (Page 21, "10");
10. Underground utilities required (Page 22, "11");
11. Sign standards (Pages 22-24, "13");
12. Reclaimed water required (Page 25, "14");
13. Parking standards (Pages 25-27, "15"),
14. Subdivision sign size and height limits (Page 50, "O");
15. Community and Activity Center Standards (pages 74-86, "5"),

The Performance Standards in Exhibit U shall apply to non-residential Parcels 43A, 43B and 43C and Mixed Use Parcels 44 and 49 within the Added Land.

Exhibits List Amended

The Exhibits List of Ordinance 2006-32 is amended as follows:

1. Exhibit Q is revised to provide 2019 land use data (strike and underline and clean version is provided);
2. Exhibits Q and S are deleted as representing a version of the documents that were amended as Exhibits R and T;
3. the legal description for Parcels 43A, 43B, 43C, 44 and 49 is added as Exhibit T; and
4. the performance standards for Parcels 43A, 43B, 43C, 44 and 49 are added as Exhibit U; and
5. the PUD Site Plan for Parcels 43A, 43B, 43C, 44 and 49 is added as Exhibit V.

Exhibit List
Ordinance 2006-32 Revised 2019

A. General Location Map
B. Aerial
C. Added Land Legal Description
D. Deeds
E. Authorization Letters
F. Topography Map
G. Flood Zone Map
H. Proposed Master Site Plan Map
I. Current Master Site Plan Map (Map H, revised 2019)
J. FLUCFCS Map
K. Soils Map
L. Land Use Map
M. Tax Parcel Information
N. Surveys/ Sketches
O. Phasing Table
P. Schedule 2-A
Q. Current Clay County Modified Land Use Chart
R. ~~S.~~ Current AFI Villages Parcel Acreage Chart
~~T. Proposed~~ AFI Affiliated Villages Parcel Acreage Chart
S. ~~U.~~ Legal Description – Clay County Property
T. Legal Description – Parcels 43A, 43B, 43C, 44, and 49
U. Performance Standards – Parcels 43A, 43B, 43C, 44, and 49
V. PUD Site Plan – Parcels 43A, 43B, 43C, 44, and 49

Exhibit I.

Current Master Site Plan Map (Map H, revised 2019)

Villages of Argyle DRI
Map H Amendment
March 2019

- Combine Parcels 44 and 45 (new Parcel 44)
- Delete Commerce Park Use
- Reconfigure Parcel 43; create Parcel 43A, 43B and 43C

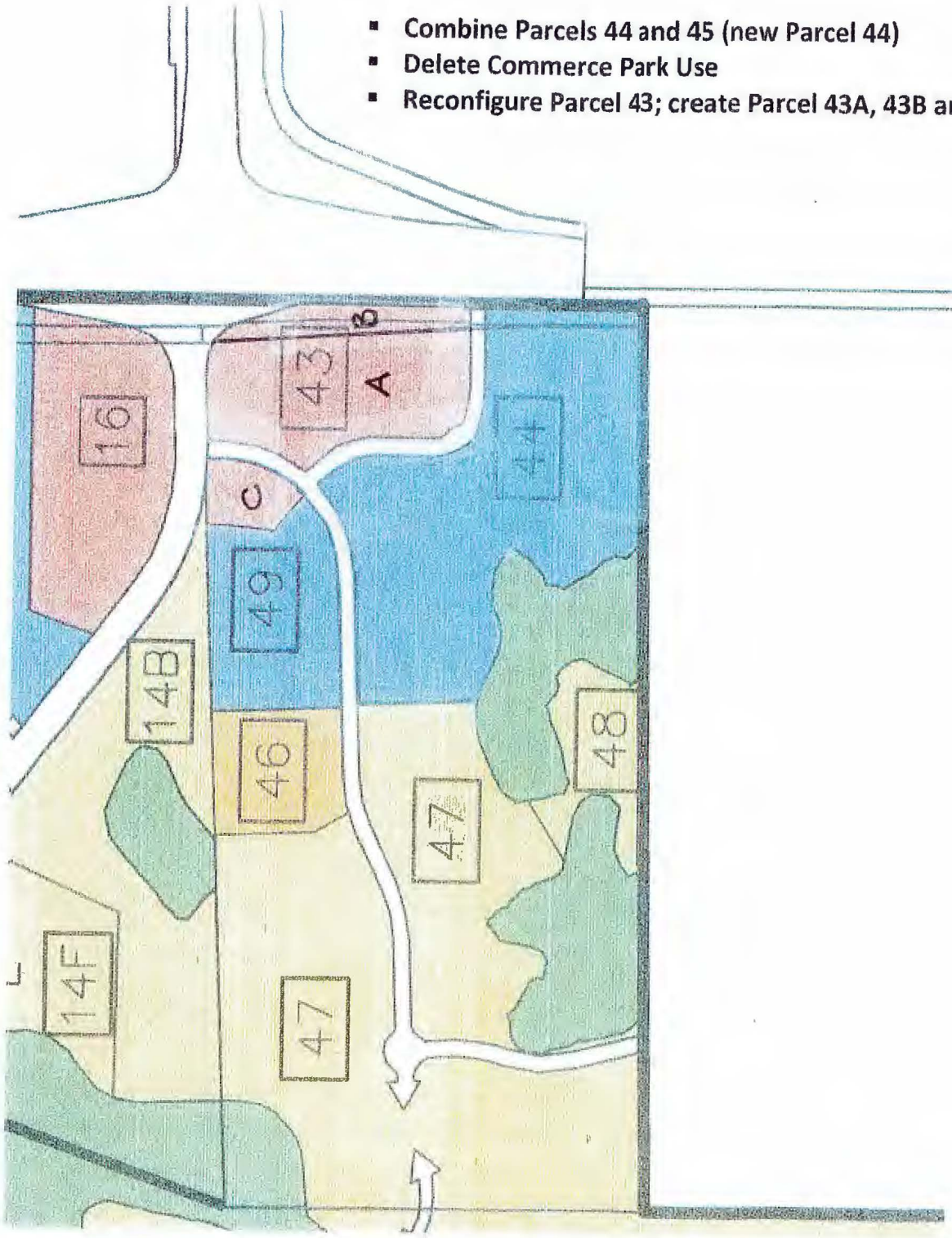


Exhibit T.

Legal Description – Parcels 43A, 43B, 43C, 44, and 49

Legal Description

Villages of Argyle Development of Regional Impact
Parcels 43A, 43B, 43C, 44, and 49

Lots 3 and 4, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59, pages 34 through 38 of the public records of said county.

Exhibit U.

Performance Standards – Parcels 43A, 43B, 43C, 44, and 49

EXHIBIT U

Section IV. Performance Standards

L. Performance Standards

The non –residential (Parcel 43A, 43B, 43C) and Mixed Use (Parcels 44 and 49) parcels within the Added Land will be subject to the following standards.

1. Interpretation flexibility (~~page 3, "j"~~):

~~j.~~ Interpretation Flexibility. The Planning and Zoning Directors may consider and approve deviations from specific LDR requirements including use, building arrangement, street layout, parking location, pedestrian corridor location, landscape buffer width, and tree type. However such approval shall only be granted if a compelling need and an improved outcome are apparent, and if the intent of the regulations is upheld and in fact exceeded, particularly in regard to pedestrian orientation.

2. Non-residential park requirements ~~(Page 6, "d" and Page 7, table)~~

~~d.~~ Nonresidential Park Facilities. ~~Neighborhood parks in non-residential categories shall include areas predominantly with grass or ground cover, with benches, and at least one gazebo structure~~. A 30 foot wide linear park shall be located adjacent to the northern right of way of Armstrong Way (minor collector) The provision of the linear park shall satisfy the obligation for non-residential neighborhood parks within the Added Land. ~~Such plazas may also include small outdoor amphitheaters and stages. Plazas shall be located centrally within shopping streets, office parks and other areas.~~

~~h.~~ Level of Service Standards. The County will adopt and maintain the following recreation levels of service (LOS) for parks within the District:		
Type of Park	Standard	Minimum Size
Neighborhood Park (overall)	500 SF per Single-Family Detached Unit; 150 SF per Multi-Family Unit	
Primary (Neighborhood) Park * –with facilities	Minimum 300 SF per Single-Family Detached Unit; minimum 100 SF per Multi-Family Unit (up to 60,000 SF)	15,000 SF
Pocket (Neighborhood) Parks – (for developments with 100 or more units)		7,500 SF
~~Neighborhood Park - Nonresidential (Plaza or Green)~~	~~200 SF per 1,000 SF Commercial Space~~	~~2,500 SF~~
~~Community Park **~~	~~500 SF per Unit~~	~~20 Acres~~

* Where the development provides a swimming pool, tennis courts or basketball courts, the following alternative standards may apply.
~~** Community park space in excess of APF requirements will count toward neighborhood park LOS requirements~~.

i. When a Swimming Pool (minimum 1,000 sf) is provided, the LOS neighborhood park standard may be reduced by ten times the square foot of pool area. Neighborhood park minimum size may be reduced by this calculation, provided that such minimum park size is not reduced by more than 75%.
ii. When Tennis Courts or Basketball Courts (minimum of two) are provided, the LOS neighborhood park standards may be reduced by 8,750 SF per tennis court and 5,000 SF per basketball court. Neighborhood park minimum size may be reduced by this calculation, provided that such minimum park size is not reduced by more than 75%.

3. Non-residential connectivity (~~Page 12, "C" as renumbered "D"~~)

~~D.~~ ——Nonresidential. Nonresidential development shall be served by internal streets.~~, except where existing (prior to plan adoption) street layout does not allow utilization of internal streets.~~ Such streets do not have required right-of-way, but development must comply with all other applicable County standards, and must provide for location of required utilities within the development. ~~Nonresidential and residential development must provide vehicular and pedestrian connections to adjacent development~~.

4. Sidewalk requirements (for non-residential and mixed use areas, as well as multi-family, (~~Pages 15-16, "j")~~

~~j.~~ Sidewalks. Sidewalks shall be required on both sides of all streets, with pedestrian and bicycle facilities for Armstrong Way (minor collector) constructed as depicted on the Armstrong MU PUD Site Plan. Local streets shall have a minimum sidewalk width of five feet. Arterial and Major Collectors shall have minimum eight foot wide sidewalks and shall be separated from the road with a landscape strip that is at least 15 feet in width. ~~Minor and Residential Collectors shall have a minimum six foot sidewalks.~~ The cross section for the internal street within Parcel 43A shall be constructed as depicted on the Armstrong MU PUD Site Plan. ~~Special sidewalk standards are detailed in the Neighborhood Center, Community Center and Activity Center standards~~.

5. Bicycle lane requirements (~~Page 16, "k")~~

~~k.~~ Bicycle lanes. Armstrong Way will be designed and constructed with ~~All roads classified as Minor Collector or above will have minimum~~ four foot wide dedicated bike lanes. ~~Where in-street bicycle lanes are not provided~~, Aa minimum 6 ~~8~~ foot wide off street ~~bicycle~~ /pedestrian path shall be provided within ~~adjacent to~~ the northern right of way of Armstrong Way (minor collector) immediately adjacent to ~~within~~ a 30 foot wide linear neighborhood park. ~~These standards shall be substituted with an approved alternative pedestrian circulation system that accomplishes the same result in terms of pedestrian and bicycle movement, as set forth in the land development regulations.~~

6. Right of way tree planting requirement ~~(Page 16, "l")~~

~~l.~~ Right-of-way Tree Planting. All roads classified as Minor Collector or above, with the exception of Discovery Drive ~~Branan Field Road~~, will have trees planted in the rights-of-way on both sides of the road at intervals of not more than one tree per 30 lineal feet or less than one tree per 50 lineal feet, the exact distance dependent on local conditions and the approval of the County.

7. Exterior lighting requirements ~~(Page 17, "8")~~

~~8.~~ Exterior Lighting. These standards are intended to ensure that exterior (outdoor) lighting positively enhances the visual impact of a building or project on surrounding properties and uses. To that end, exterior lighting at a building or project shall be designed and installed in a consistent and coordinated fashion to provide safe, convenient and efficient lighting for customers, pedestrians and vehicles, and to avoid the creation of hot spots, blare, obtrusive light, light pollution, light trespass, and visual nuisance. Also, exterior lighting shall accentuate key architectural elements of the building or project, and highlight or otherwise emphasize landscape features. These standards shall apply to all buildings and projects with exterior lighting, except agricultural uses; and single family residential, duplexes, triplexes, and quadruplexes on single lots. These standards will help to reduce light pollution, meaning the adverse effect of manmade lights on the night sky, commonly known as urban sky glow.

a. Definitions.

i. *Footcandle (f.c.)* shall mean a measure of light noted as a unit of luminance amounting to one lumen per square foot.

ii. *Full cutoff fixture* shall mean an outdoor light fixture that, by design of the housing, does not allow any light dispersion or direct glare to shine above a 90 degree horizontal plane from the base of the fixture.

iii. *Luminaire* shall mean a complete lighting unit consisting of the lamp, the fixture and other parts designed to distribute the light.

iv. *Photometric plan* shall mean a schematic that shows predicted maintained lighting levels of all proposed lighting fixtures on a site.

v. *Uniformity Ratio* describes the average level of illumination in relation to the lowest level of illumination for a given area. Example: U. Ratio = 4:1 for the given area, the lowest level of illumination (1) should be no less than 25% or "4 times less" than the average (4) level of illumination.

b. Exterior Lighting Plan. An exterior lighting plan, including a photometric plan (which covers the parcel which is the site of the building or project in question), appropriate pole, fixture, and lamp cut sheets, and descriptions of lenses and appropriate data tables, shall be submitted for review. The exterior lighting plan shall be prepared by a licensed professional, who shall

certify that the exterior lighting plan complies with this article. (The photometric plan shall be prepared in a scale that is easily legible.) The plan shall be submitted at the time of construction plan submittal.

c. Illumination. All exterior lights and illuminated signs shall be designed, located, installed and directed in such a manner as to prevent objectionable light trespass and glare across the property lines and or disability glare at any location on or off the property. The "maintained horizontal luminance recommendation" set by the Illuminating Engineers Society of North America (IESNA) shall be observed. (See "Lighting Table" below)

Lighting Tables

General Parking Lot and Pedestrian Lighting

Levels of Activity	Average Light Level – not to exceed (Footcandles)	Minimum Light Level (Footcandles)	Uniformity Ratio
High	3.6	0.9	4:1
Medium	2.4	0.6	4:1
Low	0.8	0.2	4:1

High – Civic/Recreational Fields, Fast Food Facilities, Gas/Convenience Stores
Medium – Shopping Centers, Office Parks, Hospital Parking, Transportation Parking, Residential Complex Parking
Low – Neighborhood Shopping, Industrial Employee Parking, Storage Parking

d. Footcandle Intensities. Footcandle intensities specified in this article shall be maintained values calculated using a maintenance factor ("m.f.") not lower than 72% of original intensity.

e. Light fixtures; types. All light fixtures, including security lighting, shall be full cut-off fixtures, and shall be incorporated as an integral design element that complements the design of the building or project through style, material or color.

f. Building Lighting. Lighting of or on buildings shall be limited to wall-washer type fixtures or up-lights, which do not produce spill light or glare. A cutoff fixture shall not have more than one percent (1%) of lamp lumens above horizontal. Sag lenses, convex lenses, and drop lenses

shall be prohibited. Lighting at a building or project shall not be comprised in whole or part of any floodlights, except floodlights may be permitted with a non-commercial industrial use, provided the floodlights are shielded to meet cut-off standards.

g. Illumination Levels. Illumination levels at the property line of the building or project shall not be more than 0.5 f.c. at any point when the building or project is located next to any residential use., and shall not be more than 1.0 f.c. when located next to any other use. To avoid glare or spill light from encroaching onto adjacent properties, illumination shall be installed with houseside shields and reflectors, and shall be maintained in such a manner as to confine light rays to the premises of the building or project.

h. Time Controls. Non-residential lighting shall be installed with time controls so that light levels are reduced not later than one hour after the close of operations to the minimum levels needed under the IESNA to ensure safety and security (approximately a 50% reduction).

i. Upgrade or Replacement. When fifty percent (50%) or more of any component (e.g., luminaries, poles) of the exterior lighting system at a building or project is upgraded, changed or replaced (not including regular maintenance), such component for the remainder of the exterior lighting shall be brought into substantial compliance with the requirements of this article.

j. Height. Light fixtures shall not exceed 30 feet in height in parking areas and other parts of the site and along sidewalks and parking lot pedestrian corridors may be 10' to 16' ~~not exceed 12~~ feet in height, unless otherwise required by FDOT.

k. Lighting of Gas Station/Convenience Store Aprons and Canopies. All of the above standards shall apply for gas stations/convenience stores, as well as the following standards:

   a. Lighting levels on gas station/convenience store aprons and under canopies shall be adequate to facilitate the activities taking place in such locations. Lighting of such areas shall not be used to attract attention to the businesses;

b. Areas on the apron away from the gasoline pump islands used for parking or vehicle storage shall be illuminated in accordance with the requirements for parking areas set forth elsewhere in this section. If no gasoline pumps are provided, the entire apron shall be treated as a parking area;

c. Areas around the pump islands and under canopies shall be illuminated in accordance with the Lighting Table; and

d. Light fixtures mounted on canopies shall be recessed so that the lens cover is recessed or flush with the bottom surface (ceiling) of the canopy and /or shielded by the fixture or the edge of the canopy so that light is restrained to no more than 85 degrees from vertical.

l. Temporary Lighting. Temporary (3 months) Holiday lighting during the months of November, December and January shall be exempt from the provisions of this section, provided that such lighting does not create dangerous glare on adjacent streets or properties.

8. Curbs required ~~(Page 21, "9")~~

~~9.~~ Curbs. All streets in the Added Land, including internal streets ~~Traditional Neighborhood, Community Center, Activity center land use and within the Village and neighborhood center zones of the Master Planned Community land uses, shall have a minimum six-inch high curb,~~ shall be permitted to be constructed with Miami curb. ~~Miami curbs are not allowed within these areas.~~

9. Storm drainage standards for non-residential and mixed use areas ~~(Page 21, "10")~~

~~10.~~ Storm Drainage. All stormwater facilities shall be located within or adjacent to parks, common areas or streets except for facilities associated with Parcels 43A, 43B, 43C, 44 and 49; said facilities may be located anywhere within Parcels 43A, 43B, 43C, 44 and 49. Retention facility design shall avoid a system of small, disconnected ponds, and shall foster larger ponds and lakes that provide for scenic vistas. To provide a natural and pleasing appearance, pond edges shall be undulating, and native and drought-resistant landscaping shall be planted at various locations along the water's edge.

10. Underground utilities required (~~Page 22, "11"~~)

~~11.~~ Underground Utilities. All developments shall be required to install all secondary utility service lines (i.e. water, sewer, electric, phone and cable) underground and within a public right-of-way or easement. Existing Primary lines adjacent to Discovery Drive shall not be required to be buffered. ~~Primary lines are not required to be installed underground, but shall be buffered from the right-of-way and from adjacent development by planted or preserved trees, with shade trees planted or preserved at least every 30 feet on center.~~

11. Sign standards (~~Pages 22-24, "13"~~)

~~13.~~ Signs.

a. Shopping Center Signs. Monument signs are allowed.

i. Signs. Monument signs shall be allowed at each entrance into shopping centers. Allowable sign size shall be 50 square feet, exceeding this figure when a calculation of one square foot per 1,000 square feet of building area allows. Sign size shall not exceed 150 square feet, and sign height shall not exceed 8 feet, with architectural features of the sign not to exceed 12 feet in height. Pole and pylon signs are prohibited. Monument signs may be externally illuminated and shall be designed such that all means of support are concealed. Street numbers shall be placed on signs at a minimum letter height of 3 ½" or 10% of sign face height.

ii. Canopy Signs. One canopy or awning sign per occupancy may be permitted subject to the following. The area of copy shall not exceed one square foot per linear foot of canopy, front and sides or a maximum of 75 square feet, front and sides. No canopy sign shall be less than nine feet above the ground immediately below it. Copy may be installed above or on the face of the canopy, provided that the copy area of a sign installed above or on the canopy will be computed on the total of the sign face and the canopy apron. Signs attached to the underside of a canopy shall have a copy area no greater than six square feet.

iii. Projecting Signs. Retail uses in the Community Center and Activity Center and in Neighborhood Centers may also have projecting signs on buildings. Such signs shall not project more than four feet from the wall and shall not be more than three feet high. Such signs shall be mounted on second floor facades, or if there is no second floor, at least ten feet above the sidewalk, located above awnings, canopies, or the like.

b. Freestanding Retail, Mixed Use, Office, and Industrial Signs. Monument signs are allowed. Allowable sign size is 50 square feet, exceeding this figure when a calculation of one square foot per five linear feet of lot frontage allows. Such signs shall be a maximum of 75 square feet if single tenant and a maximum of 100 square feet if multiple tenant and a maximum height of 12 ~~ten~~ feet. Signs shall be located in an area that is between five and 20 feet from the right-of-way. One freestanding sign per parcel is allowed including freestanding with multiple tenants. ~~for the primary street frontage, as indicated by the orientation of the main entrance of the building.~~

c. Office/Industrial Park/Complex Uses. Freestanding monument signs are allowed. Size of signs is calculated at a rate of one square foot per 1,000 square feet of building area, beyond a base of 50 square feet. Maximum sign size is 150 feet and maximum height is 15 feet.

d. Hospital Uses. One double-faced freestanding monument sign is allowed per street frontage and at each entrance into the hospital facility. The primary sign shall not exceed two (2) square feet of sign area for each linear foot of street frontage but shall, in no case, exceed 225 total square feet per side. The primary sign is limited to an overall height of twenty (20) feet above ground level. Additional signs may not exceed 100 square feet per side and an overall height of twelve (12) feet above ground level. Signs shall be a minimum of five feet from any public right-of-way. A maximum of eight interior campus directional signs for the purpose of designating parking areas and emergency room access points may be permitted, provided that such parking area signs shall not exceed 8 feet in height and 18 square feet in area,

and such emergency room access point signs shall not exceed 8 feet in height and 44 square feet in area.

e. Sign Illumination. Any external above-ground light source shall be located and hidden within a planter bed. Light sources located outside the planter bed shall be in a burial fixture. Sign lights shall be focused, directed, and so arranged as to prevent glare or direct illumination or traffic hazard from said lights onto residential districts or onto the abutting roadways. No flashing or pulsating lights shall be permitted on any sign.

f. Wall Signs. Wall signs are allowed for commercial, office, and industrial buildings. Maximum sign area shall be determined by multiplying the occupancy front foot (linear footage) by 1.5 feet. The maximum sign vertical dimension shall not exceed ~~20~~ 30 percent of the building height, not to exceed 10 feet. In the case of multi-use buildings with individual frontages, these standards shall apply to each portion of the building occupied by a use. Total wall sign size may not exceed 325 square feet.

g. Unified Development Signs. As a unified plan of development, in addition to the other permitted signage for shopping centers and freestanding buildings (whether single or multiple tenant) located on Parcel 43 south of Oakleaf Plantation Parkway and east of Royal Pines Drive shall be permitted, in addition to other permitted signage associated with individual tracts, one single or double-faced internally or externally illuminated freestanding monument sign. The sign shall not exceed 175 total square feet per side and is limited to an overall height of twenty (20) feet above ground level. The sign shall be located at the intersection of Armstrong Way and Discovery Drive, within Parcel 43 and may be constructed in a v-shape as long as each sign face generally faces each road at the intersection. Any such sign may identify one or more users located within Parcel 43.

h. Prohibited Signs.
   i. Pole or pylon signs.
   ii. Billboards

iii. Flashing or revolving signs, except for barber poles (allowable only in the supplemental sidewalk zone in shopping streets in the Community and Activity Center and in the Neighborhood Center;

iv. Roof signs;

v. Any sign suspended between poles and illuminated by a series of lights;

vi. Any sign erected on a tree or utility pole, or painted or drawn on a rock or other natural feature;

vii. Any sign suspended between poles which is either a pennant or spinner;

viii. Signs which contain, include, or are illuminated by any flashing, intermittent, or moving light or light except for those giving public service information such as time, date, temperature, weather, or similar information.

12. Reclaimed water required ~~(Page 25, "14")~~

~~14.~~ Reclaimed Water. All developments shall utilize reclaimed water when water reuse lines are located within 500 feet of the subject property line, or as in accordance with CCUA requirements.

13. Parking standards ~~(Page 25-27, "15")~~

~~15.~~ Parking. The following standards shall apply:

a. Minimum Spaces. Uses must meet minimum parking requirements of the Zoning Code, except for the following.

i. Restaurants, nightclubs, bars, or taverns: one space for every 100 square feet

ii. Theaters: 15 spaces for the first 100 seats, plus one space for each additional ~~eight~~ four seats

iii. Medical and dental offices or clinics: one space for every 250 square feet

iv. Research laboratories: one space for every 300 square feet

v. Professional business offices (other than medical or dental offices): one space for every 300 square feet

vi. Business, commercial, or personal service establishments: one space for every 300 square feet

vii. Commercial shopping centers: one space for every 250 square feet

viii. Convenience stores: one space for every 250 square feet.

ix. Regional Entertainment Center: one space per 400 square feet.

c. Maximum Spaces. Uses must not exceed more than 125 percent of required minimum parking, unless such parking is provided in the form of stabilized grass parking.

d. Shared Parking. Minimum parking requirements will be reduced to a percentage that is equivalent to the percentage reduction in single group use. For example, when calculating required parking for a development that is 75% weekday peak uses and 25% evening peak uses, minimum parking requirements for the weekday peak uses would be 75% of the normal required minimum, and minimum parking for the evening peak uses would be 25% of the normal required minimum. Parking areas may not be separated from uses by roads with a higher classification than minor collector, and a clear system of pedestrian corridors and directional signage shall connect parking areas with uses. Eligible uses are described in the following table.

Shared Parking Groups

Weekday Peak Uses	Evening Peak Uses	Weekend Uses
Banks	Restaurants *	Places of worship
Schools	Theaters	Retail and service uses *
Distribution facilities	Bars and nightclubs	
Industrial uses	Lodges and clubs	
Medical clinics and offices		
Professional offices		
Professional services		

*parking reduction may not exceed half of the maximum allowable reduction

e. Restaurant Parking. Restaurants within shopping centers where parking is calculated using shopping center minimum parking requirements may not exceed 35% of the

shopping center space, unless additional parking is required to meet parking needs as calculated for individual uses within such shopping centers. Individual use calculation may utilize shared parking assumptions.

f. Parking for places of worship. Up to 35% of required minimum parking for places of worship may be in the form of stabilized grass parking.

g. Grass parking standards. Where stabilized grass parking is required, an interlocking plastic grid shall be covered with topsoil and grass. Providing that the appearance is that of a grassy area, grass pavers may also be used in the form of concrete interlocking blocks or synthetic fibrous grid systems with open areas designed to allow grass to grow within the void areas. Topsoil shall be a mixture of aggregate, which provides structural stability, and a sand/soil mixture that allows for drainage and provides the soil components required for grass growth.

14. Subdivision sign size and height limits ~~(Page 50, "O")~~

O. Signs. Development and neighborhood signs are limited to monument signs that are less than six feet in height and thirty square feet in size. These signs may be exterior lit.

15. ~~Community and Activity Center Standards (pages 74-86, "5")~~

~~5.~~ Parcel 43A, 43B, 43C, 44, and 49 Design Standards

~~Community and Activity Center Standards.~~ The following design standards shall apply:

a. General. Buildings and parking areas shall be arranged in a way that emphasizes the importance of the pedestrian, while allowing for conveniences associated with the automobile. While the location of the Added Land at an interchange on the First Coast Expressway supports regional and auto-oriented uses, safe pedestrian access between uses shall be emphasized. Shade trees shall be provided adjacent to all pedestrian facilities. ~~Freestanding stores and shopping centers will be arranged along~~

~~pedestrian-oriented "shopping streets" instead of in the middle of parking lots. As an alternative, conventional shopping centers~~ Non-residential development within the Added Land will provide ~~have~~ pedestrian corridors within parking lots when required pursuant to subsection t. below. ~~along with a significant amount of landscaped area.~~

These pedestrian connections ~~designs will~~ encourage walking and also create a much more attractive appearance than a conventional strip shopping center. ~~While individual stores over 100,000 square feet ("big boxes").~~ Each establishment shall provide ~~need not be arranged along internal streets in this manner, they shall have~~ 10 foot wide sidewalks along the entry door façade and ~~in front of them shall have pedestrian corridors that link parking areas to the store,~~ shall have direct pedestrian links to adjacent non-residential uses. Pedestrian access to adjacent to residential uses within the Added Land shall be provided within the rights of way for Royal Pines Drive and Armstrong Way, . ~~shopping areas, and will provide also have significant landscaped areas. component.~~ No individual retail stores over 100,000 square feet ("big boxes") shall be permitted

~~b. "Shopping Street" Standards.~~

~~c. "Park Center"~~

~~d. "Hybrid Alternative"~~

~~e. "Big Boxes" .~~

f. Office and Industrial freestanding buildings. Freestanding office and industrial buildings must provide either a landscape strip that is at least ten feet in width on the front and sides of the building. A minimum five-foot wide sidewalk shall be placed on either side of this landscape strip. As an alternative, the landscape strip may be eliminated from areas facing the parking lot, entrances, and adjacent streets if a minimum ten-foot wide sidewalk is provided with parking lot or street trees within cut-outs or landscape islands spaced no more than 30 feet on center. The spacing of shade trees within the landscape strip may exceed the 30 foot standard no more than 150%, if the Landscape Reviewer finds that wider spacing is needed due to tree

species. Buildings with bays shall provide for landscape islands between bays that will include shade trees.

g. Office and Industrial parks or complexes. Office and industrial buildings shall have a sidewalk and landscaped area between the building and the street that the buildings front on. Street trees shall be located between the sidewalk and the street, planted at a minimum of thirty feet on center. Parking areas shall be provided to the rear of buildings and on the side of the building, set back behind the front façade of the building. Side parking areas shall have a streetwall (wall or hedge of at least 42" in height) continuing the front façade line of surrounding buildings.

h. Convenience Stores and Service Stations.. Driveway openings shall be limited to the maximum needed for safe egress in and out of the property. There shall be no more than ~~20~~ 30 fueling stations (each fueling station serving one vehicle). All pump islands shall be contained under one canopy. Buildings must have pitched roofs. A minimum five-foot wide landscape strip shall be located adjacent to the building, with shrubs of at least four feet in height spaced less than five feet apart, and ground cover. Right-of-way buffers for these uses shall be ten feet in width. Landscaping within the buffer shall conform to Article VI, Section 6.6.

i. Height Limitations. ~~Height limits in residential categories and the Rural Activity Center shall be 45 feet.~~ Within the Added Land ~~Neighborhood, Community and Activity Center land uses,~~ the following height regulations shall apply: Thirty-five feet within 150 feet from residential land use boundary, and 52 feet between 150 and 300 feet from residential land use boundary. Beyond 300 feet from a residential land use boundary, no structure shall protrude through a transitional height plane beginning 35 feet above the buildable area boundary nearest to a boundary of a residential land use and extending inward over the commercial district at an angle of 45 degrees. This standard protects areas within residential land use from the visual intrusion of tall buildings.

j. Architectural and Additional Standards for structures 2 stories or greater.

i. Reduction of building mass shall be achieved by using the following techniques:

A. Variation in the rooflines and form.

~~B. Use of ground level arcades and covered areas.~~

~~C.~~B. Use of protected and recessed entries.

~~D.~~ C. Use of vertical elements (including architectural features such as pilasters,

columns, canopies/porticos, arcades, colonnades, and/or parapets) on or in front of expansive blank walls, to interrupt facades into modules of less than 60 feet.

~~E.~~ D. Use of pronounced wall plane offsets and projections.

~~F.~~ E. Use of focal points and vertical accents.

~~G.~~ F. Inclusion of storefront and other windows on elevations facing streets and pedestrian areas.

~~H.~~ G. Retaining a clear distinction between roof, body and base of a building.

~~I.~~ H. Office and Industrial buildings that are substantially screened by landscaping shall not have to meet Items C, D, E and G ~~i.D, i.E, i.F, and i.H~~ of this subsection.

k. Roofline Pitch. Building r~~R~~ooflines must be pitched or gabled at a minimum 4:12 slope or, if flat, must include parapet walls or partial roofs. HVAC and other rooftop equipment should be screened from view.

l. Exterior Wall Material. Exterior walls shall be constructed of finished materials such as stucco; natural brick or stone; colored, sand blasted, or stained textured masonry; scored concrete masonry units; textured tilt-up concrete panels; wood; or other similar material including synthetic materials similar in appearance and durability to those materials previously named on all sides. Exposed smooth concrete block, corrugated or other metal finishes, untextured tilt-up concrete panels, pre-fabricated steel panels and the like, shall not be permitted. Roofs shall be covered by metal, concrete or clay tile, or architectural shingles.

m. Entryways. At least one building entrance must face the street and be clearly articulated through the use of architectural detailing. ~~This buffer shall be at least ten feet wide, with foundation landscaping in planting beds and a minimum of one parking lot tree every 30 feet.~~ Customer entrances shall be clearly defined and include

at least three of the following features: canopies/porticoes; overhangs; recesses/projections; arcades; raised above-the doorway cornice parapets; peaked roof forms; arches; outdoor patios; display windows; integrated architectural details such as tile work, moldings, planters; and/or landscaped sitting areas.

n. Fenestration. For commercial buildings and for facades on office and industrial buildings that face the street or a parking area, doorways and windows shall be proportioned to reflect pedestrian scale and movement, and to encourage interest at the street level. For multiple commercial uses within a single building, the following standard shall apply. The street level façade of each store shall provide windows between the height of three feet and eight feet above the walkway grade, for no less than 60 percent of the horizontal length of the building façade for each store.

o. Covered Entry Areas. Commercial structures must include awnings, covered walkways, open colonnades, or similar weather protection. Such features shall be applied to the front of the building, and to the sections of the sides of building where direct pedestrian links from adjacent or nearby shopping areas exist.

p. Entrance Lighting. All building entrances, pathways and other pedestrian areas shall be lit to two-foot candles with pedestrian-scale lighting (e.g., wall mounted, sidewalk lamps, bollards, landscape uplighting, etc.).

q. Street lighting. Lighting along pedestrian corridors and sidewalks within commercial developments shall be in the form of decorative streetlights, with a height between 10 and 16 feet.

r.

s. Large-Scale Uses. Large-scale uses like hospitals must be located on either an arterial or major collector roadway.

t. Buffers. Required landscape area within the boundary of each development parcel shall be in accordance with the following table. A master plan for a combination of development parcels is encouraged; such a plan must substantially meet the

requirements in the following table however flexibility with regard to specific dimensions shall be allowed provided the overall master plan landscaping and pedestrian environment is consistent with the table:

Right of way Buffer Minimum Width	**Buffer to Internal Street Minimum Width**	**Perimeter Buffer Minimum Width**	**Pedestrian Corridor Minimum Width**	**Parking Lot /VUA Landscape Percentage**	**Parking Lot Island Minimum 4" Trees**
20'	10'	10'	25'	15%	Yes

The following requirements for improvements within perimeter buffers shall not apply when the adjacent land is jurisdictional wetlands.

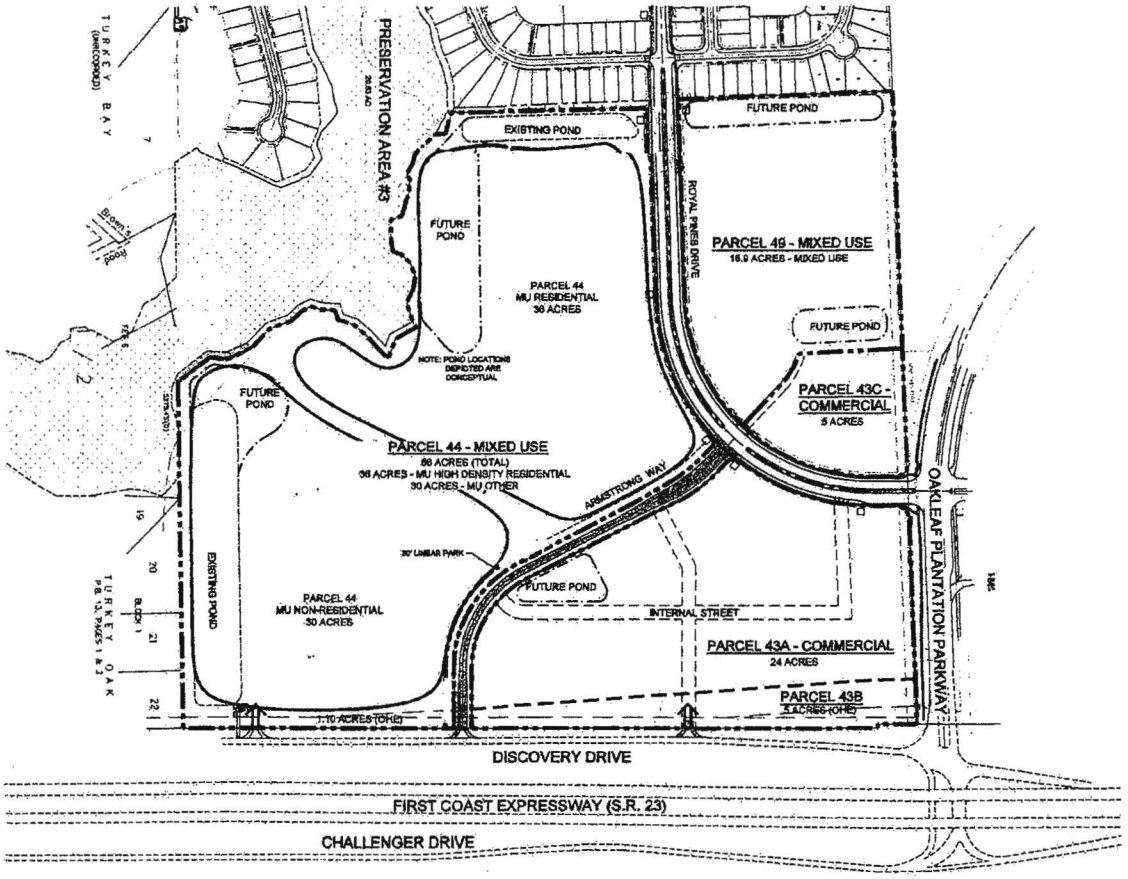
Perimeter buffers to parcels external to the Armstrong MU PUD shall be improved as a Type "B" Buffer as defined in Section 6-8 of Article VI, Tree Protection and Landscape Standards. If, at the time of final site plan approval for development within the Armstrong MU PUD on a parcel or portion of a parcel that abuts the external boundary of the Armstrong MU PUD the required perimeter fence or wall has been provided by the adjacent landowner, the fence or wall otherwise required of the development within the Armstrong MU PUD shall not be required. If at any time the adjacent landowner fails to maintain a perimeter fence that meets the requirements of a "B" Buffer as defined in Section 6-8 of Article VI., the development within the Armstrong MU PUD shall cause a fence or wall meeting said requirements to be installed.

u. Pedestrian Corridors. Pedestrian corridors shall be required within the Added Land when parking lot design results in the distance between parking spaces and storefront sidewalks exceeding 200 feet. Pedestrian corridors should run with at least every other double parking row or every 120 feet, whichever is less. Pedestrian corridors shall be clearly identified when crossing driveways through the use of raised speed humps, crosswalk striping, different pavement patterns, or similar techniques.

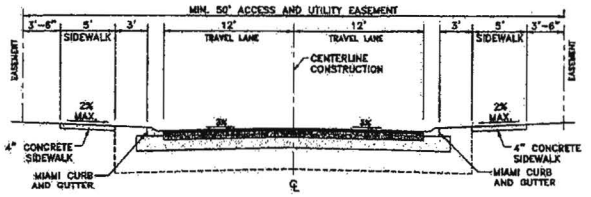
Sidewalks within pedestrian corridors shall be at least five feet in width, with a landscape strip on either side that is at least five feet wide. This landscape strip shall include planted palm trees no more than 15 feet apart, and/or parking lot shade trees no more than 30 feet apart, placed within landscape islands. The spacing of shade trees may exceed the 30 foot standard no more than 150%, if the Landscape Reviewer finds that wider spacing is needed due to tree species.

ARMSTRONG MIXED USE
2019 PUD SITE PLAN

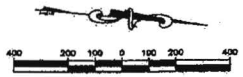
VILLAGES OF ARGYLE DRI
PARCELS 43A, 43B, 43C, 44 and 49



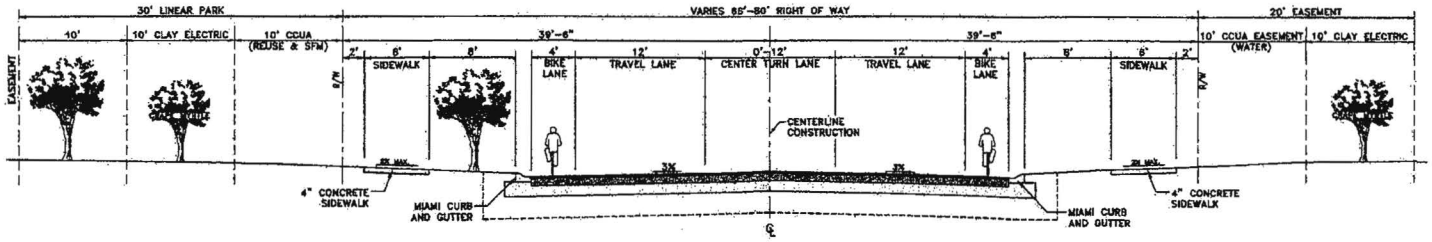
VILLAGES OF ARGYLE DEVELOPMENT OF REGIONAL IMPACT		
PARCEL 43A	24 ACRES	GENERAL COMMERCIAL
PARCEL 43B	5 ACRES	OVERHEAD POWERLINE
PARCEL 43C	5 ACRES	GENERAL COMMERCIAL
PARCEL 44	66 ACRES	MIXED USE
PARCEL 49	18.9 ACRES	MIXED USE



INTERNAL STREET



NOTE: POND LOCATIONS AND THE BOUNDARY OF MULTI-FAMILY USE IN PARCEL 44 ARE CONCEPTUAL.



ARMSTRONG WAY TYPICAL SECTION

80' ROW WITH CENTER TURN LANE SHOWN
66' ROW SECTION WITHOUT CENTER LANE

April 10, 2019

Department of Economic and Development Services
Planning and Zoning Division

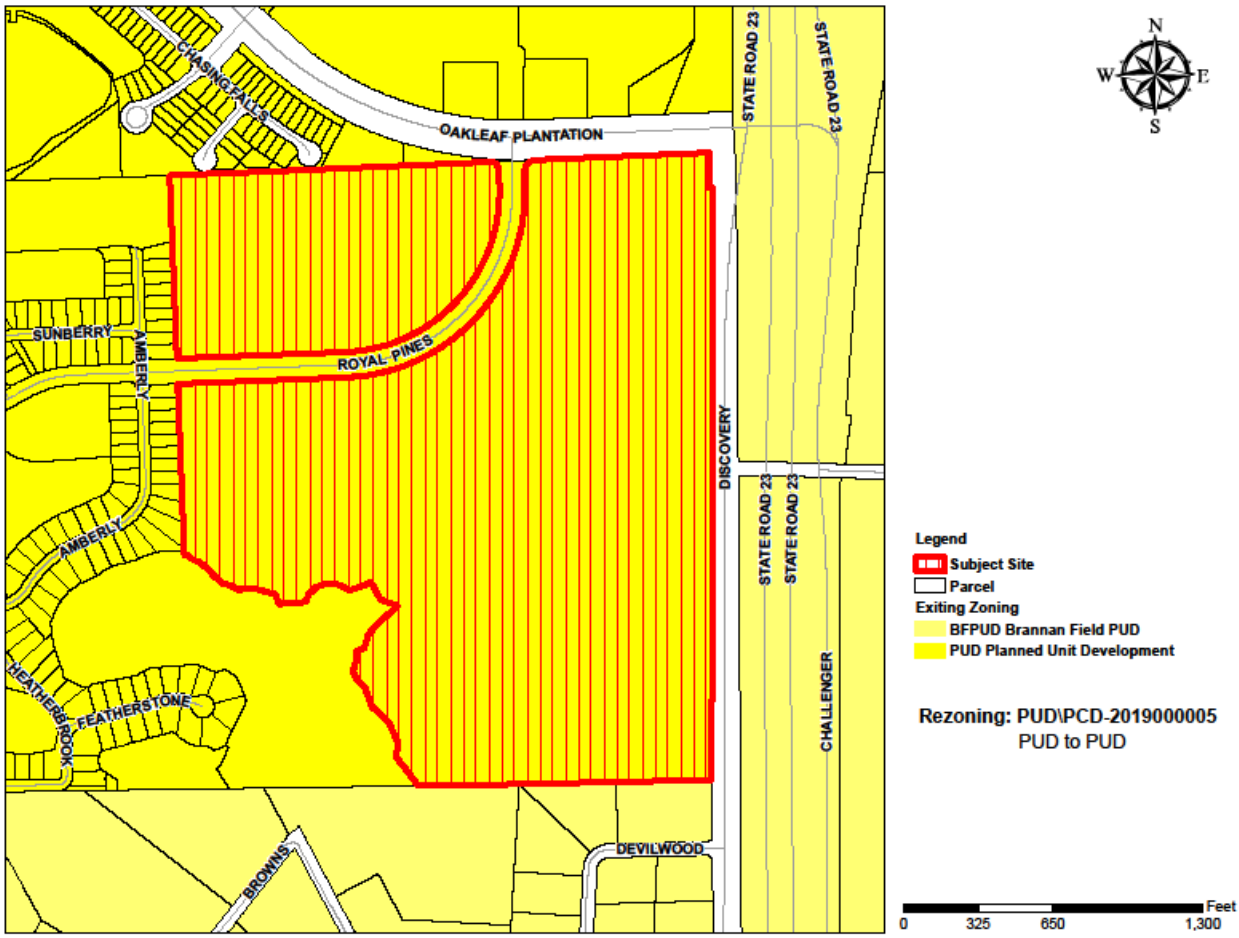
Memorandum

To: Planning Commission
From: Carolyn Morgan, Chief Planner
Date: May 7, 2019
Re: Public Hearing to consider PUD Amendment 19-05, Armstrong Mixed Use
Applicant: Susan Fraser, agent for Roger Arrowsmith, Armstrong Ventures LLC

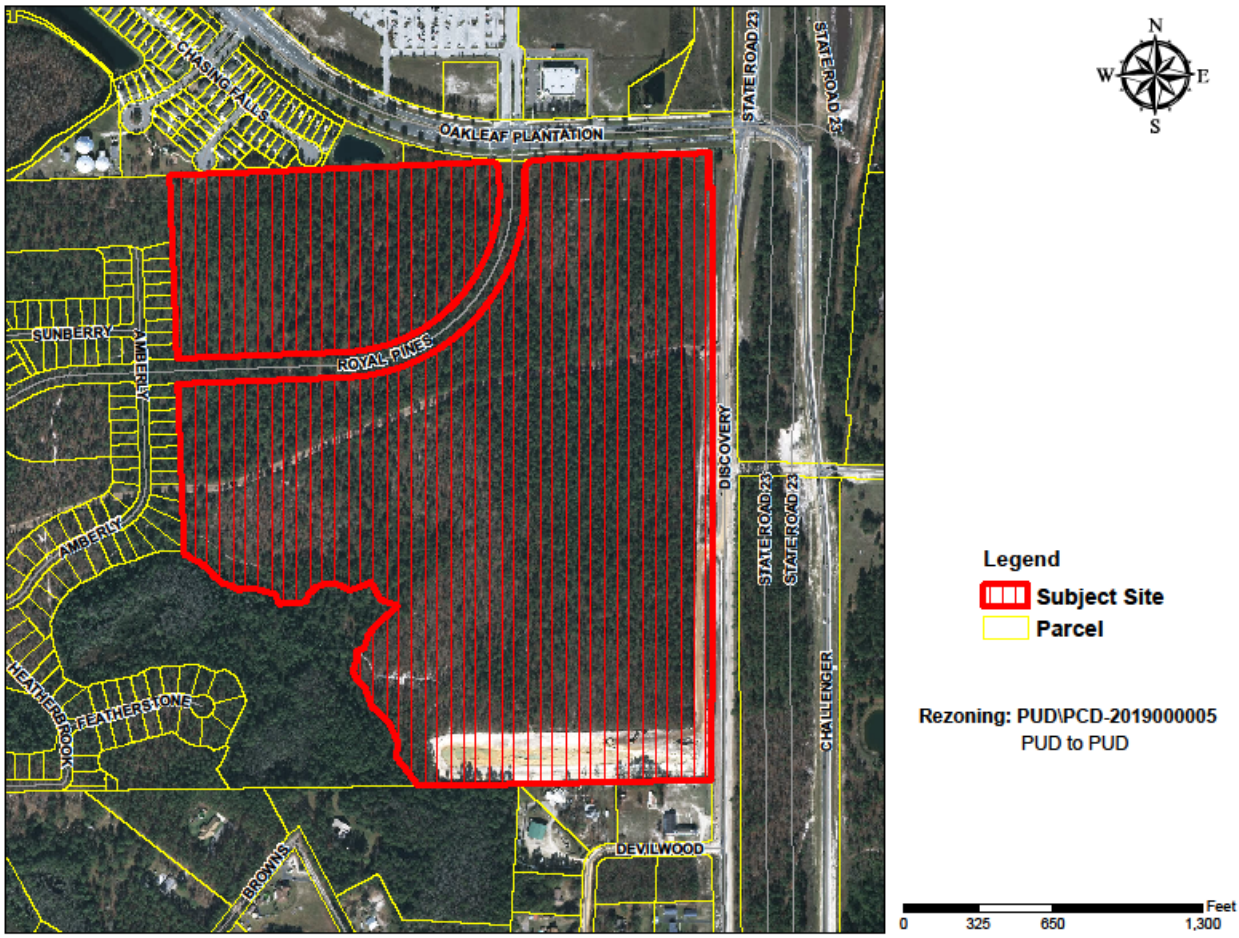
Parcel, Zoning, Land Use, and Other Information

Parcel ID #	18-04-25-007953-000-00
Physical Address:	Oakleaf Plantation Parkway and Royal Pines Drive
Planning District:	Planning District 2, Doctors Inlet
Commission District:	Commission District 2, Mr. Bolla
Existing Zoning District:	PUD (Planned Unit Development District)
Proposed Zoning District:	PUD (Planned Unit Development Development)
Future Land Use Category:	Planned Community
Acreage:	121.4 acres
Planning Commission Date:	May 7, 2019
Board of County Commissioners Date:	May 28, 2019

Surrounding Zoning



AERIAL MAP


CHASING FALLS
OAKLEAF PLANTATION
STATE ROAD 23
STATE ROAD 23
SUNBERRY
AMBERLY
ROYAL PINES
AMBERLY
DISCOVERY
STATE ROAD 23
STATE ROAD 23
CHALLENGER
HEATHERBROOK
FEATHERSTONE
DEVILWOOD
BROWNS
N
W
E
S
Legend
Subject Site
Parcel
Rezoning: PUD\PCD-2019000005
PUD to PUD
Feet
0
325
650
1,300


REZONING
PUBLIC HEARINGS CONCERNING THE REZONING OF
THIS PROPERTY FROM PUD TO PUD
WILL BE HELD ON THE FOLLOWING:
PLANNING COMMISSION
5-7-19
AT 7:00 PM
BOARD OF COUNTY COMMISSIONERS:
5-28-19
AT 4:00 PM
OR AS SOON THEREAFTER AS CAN BE HEARD
MEETINGS WILL BE HELD IN THE
CLAY COUNTY ADMINISTRATION BUILDING, 4TH FLOOR.
FOR MORE INFORMATION, PLEASE CONTACT THE CLAY COUNTY
PLANNING AND ZONING DIVISION AT (904) 278-4705 OR BY
EMAIL AT CLAY.ZONING@CLAYCOUNTYGOV.COM


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REZONING
APPLICATION # PUD-19-05
PUBLIC HEARINGS CONCERNING THE REZONING OF
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Proposed PUD Zoning District

Please refer to applicant’s written statement and site plan for uses and restrictions.

Staff Report and Recommendation

The applicant is requesting a change in zoning PUD (Planned Use Development District) to PUD (Planned Use Development District). The total acreage of the site is 121.4 acres, more or less. The surrounding zonings are as follows:

North:	PUD (Oakleaf Plantation
South:	PUD (Branan Field)
East:	Discovery Drive and State Road 23/First Coast Expressway
West:	PUD (Oakleaf Plantation)

The intent of the Planned Use Development District is to encourage the development of land as planned communities; encourage flexible and creative concepts of site planning; preserve the natural amenities of the land by encouraging scenic and functional open space; accomplish a more desirable environment than would be possible through the strict application of the minimum requirements of this regulation; provide for the efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and provide a stable environment character compatible with surrounding areas.

The property to be amended as the Armstrong Mixed Use PUD is located west of State Road 23, also known as Discovery Drive and First Coast Expressway, in Oakleaf Plantation, at Oakleaf Plantation Boulevard and Royal Pines Drive. This PUD amends a 121.24 acre portion of Oakleaf Plantation PUD within the 322+/- acres known as the "Added Lands" or the "Armstrong Tract." These lands were added to the Villages of Argyle DRI in 2004 and the Oakleaf Plantation PUD was initially amended to provide zoning requirements for the added lands by Ordinance 2006-32.

The PUD amendment is requested in order to provide a generalized site layout for commercial and mixed use development. This PUD addresses Parcels 43, revised to show as a, b, & c, parcel 44, and parcel 49. Original parcel 45 is eliminated and subsumed as revised parcel 44. The PUD modifies the development standards of Ordinance 2006-32 to reference the First Coast Expressway (FCE) and to note the regional nature of the FCE. The PUD adds PS-5 uses, Elderly Care Facilities, eliminates the Commerce Center Park designation, delineates specific uses included in Mixed Use under the description of Professional Offices, eliminates Corporate offices from the allowable uses under light industrial, and adds Enclosed RV and Boat Storage, Business Park Uses, and General Commercial uses to the uses allowed under the Mixed Use Light Industrial category. It also adds conditional uses, including Public Assembly, Seasonal Outdoor Display/Sales, Medical Marijuana, Dog Park and Mobile Businesses. The PUD delineates the revised parcel sizes. Exhibit U revises the Performance standards applicable to the subject parcels.

An existing pond separates the Rural Residential uses along the southern boundary of the property from Parcel 44 Mixed Use. The required perimeter buffer should be based on proposed use relative within the PUD to the abutting zoning district. Within the Armstrong Track, the west side of Parcels 44 and 49, staff recommends a minimum six foot tall buffer. If the Master Developer has required more buffer, the more sufficient shall prevail. Please provide documents.

Recommendation:

Because the "Added Lands within the Oakleaf PUD were added with the caveat the Branan Field standards would apply, staff recommends that the perimeter buffer apply where adjacent to lands external to the "added lands" along the southern and to buffer the residential development along the western boundary of the Armstrong Mixed Use PUD.

Staff has reviewed the application and recommends approval of PUD 19-05 Armstrong Mixed Use with the above recommendation.

SLF Consulting, Inc.

April 11, 2019

Mr. Chad Williams
Zoning Chief
Division of Planning and Zoning
477 Houston Street
Green Cove Springs, FL 32043

Ms. Carolyn Morgan
Chief Planner
Division of Planning and Zoning
477 Houston Street
Green Cove Springs, FL 32043

RE: Revised Applications
Armstrong Mixed Use PUD

Dear Chad:

Enclosed please find two copies and an electronic copy of revised applications for amendment to the Development Order for Villages of Argyle DRI and a companion rezoning request for the Armstrong Mixed Use PUD.

Incorporated into the revised application are changes discussed at two meetings with staff; one in mid-March and the second, last week on April 4. On the CD there is also a compare document identifying changes from the original PUD application on January 31 to this revised application illustrating areas that have changed in blue text.

The PUD Written Statement originally identified revisions to two exhibits to Ordinance 2006-32 (the adoption ordinance for the PUD in 2006):

Exhibit I. Current Master Site Plan Map
Exhibit Q. Proposed AFI Villages Parcel Acreage Chart

In this resubmittal, Exhibit Q. is no longer proposed to be revised.

The PUD Written Statement originally identified three new exhibits to Ordinance 2006-32:

Exhibit T. Legal Description for Parcels 43, 44, 45 and 49
Exhibit U. Performance Standards for Parcels 43, 44, 45 and 49
Exhibit V. PUD Site Plan for parcels 43, 44, 45 and 49

In this resubmittal, the legal description is renamed Legal Description for Parcels 43A, 43B, 43C, 44 and 49 ass the application has been revised to create Parcels 43A, 43B, 43C and eliminate Parcel 45.

In this resubmittal, Exhibits U. and V. are revised to reflect discussion at meetings with staff.

The Development Order Amendment originally submitted included amendment to the AFI Villages Parcel Acreage Chart to clarify the location of the Commerce Center. This amendment is no longer proposed. The Development Order Amendment seeks to create Parcels 43A, 43B, 43C and eliminate Parcel 44 (implemented under an amendment to Map H) and eliminate the Commerce Center designation as repetitive as the Commerce Center uses are allowed under Mixed Use as Business Park, Commercial and Industrial uses.

Enclosed is a revised Written Statement and exhibits (all) for the PUD Application and revised Development Order Amendment Application.

Please do not hesitate to contact me if there are questions related to the resubmittal.

Sincerely,
SLF CONSULTING, INC.

Susan L. Fraser

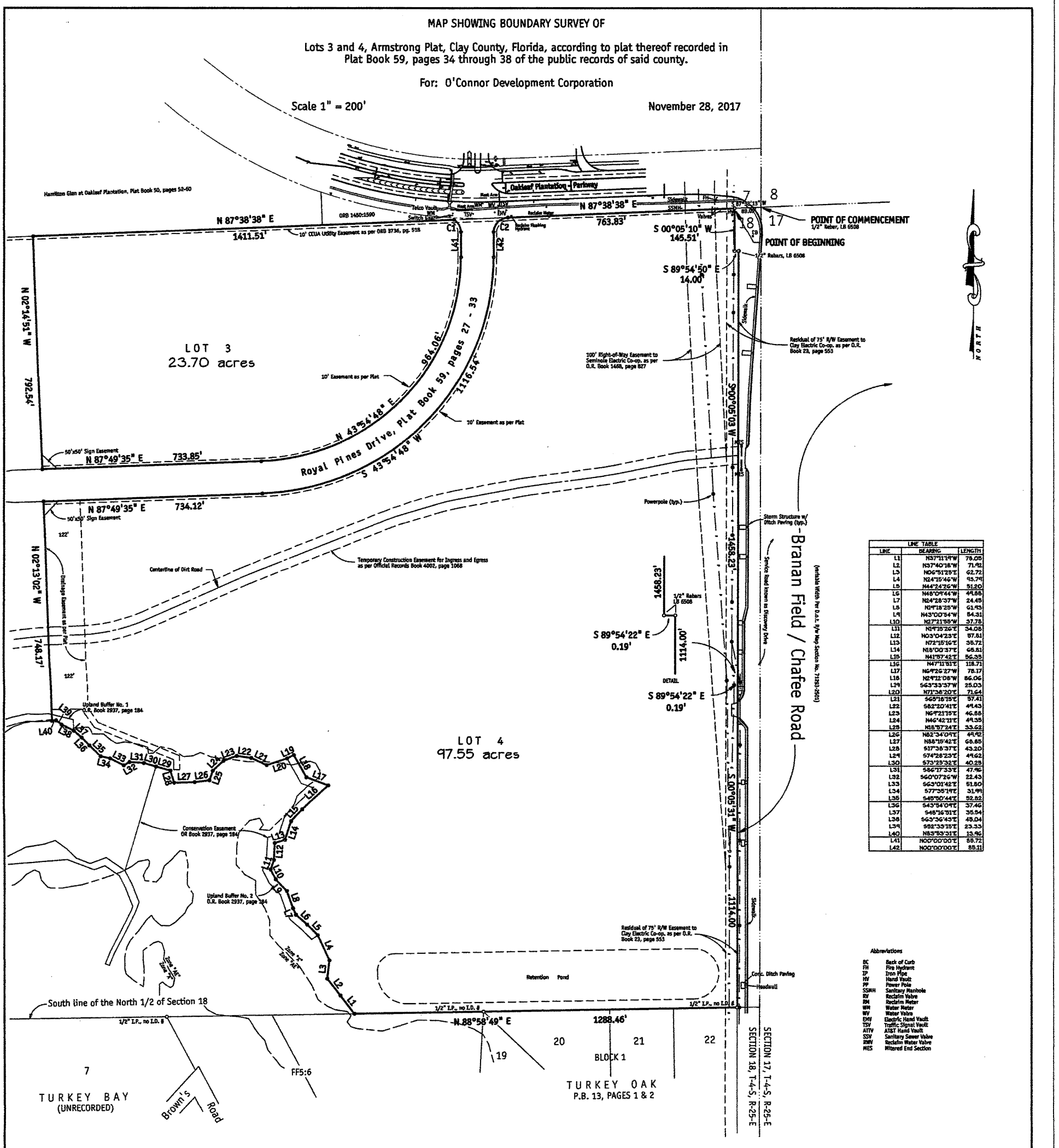
MAP SHOWING BOUNDARY SURVEY OF

Lots 3 and 4, Armstrong Plat, Clay County, Florida, according to plat thereof recorded in Plat Book 59, pages 34 through 38 of the public records of said county.

For: O'Connor Development Corporation

Scale 1" = 200'

November 28, 2017



LINE TABLE		
LINE	BEARING	LENGTH
L1	N37°11'19"W	78.08
L2	N37°40'18"W	71.92
L3	N06°51'25"E	62.72
L4	N24°15'46"W	93.79
L5	N44°24'26"W	51.20
L6	N45°09'44"W	49.88
L7	N24°28'37"W	24.45
L8	N19°18'25"W	61.93
L9	N43°00'54"W	54.31
L10	N27°21'35"W	37.78
L11	N19°15'26"E	34.08
L12	N03°04'23"E	57.61
L13	N72°15'16"E	38.72
L14	N18°00'37"E	65.81
L15	N41°57'42"E	56.35
L16	N47°11'51"E	118.71
L17	N69°26'27"W	78.17
L18	N24°12'08"W	86.06
L19	S63°33'57"W	25.03
L20	N71°38'20"E	71.64
L21	S65°18'15"E	57.41
L22	S82°20'41"E	49.43
L23	N6°21'15"E	46.88
L24	N46°42'11"E	49.35
L25	N18°57'24"E	33.62
L26	N82°34'04"E	49.92
L27	N88°15'42"E	68.85
L28	S17°38'37"E	43.20
L29	S74°28'23"E	49.62
L30	S73°25'32"E	40.25
L31	S86°17'33"E	47.96
L32	S60°07'29"W	22.43
L33	S63°01'42"E	51.80
L34	S77°36'19"E	31.99
L35	S45°30'44"E	52.82
L36	S43°54'09"E	37.46
L37	S48°16'51"E	35.54
L38	S63°36'43"E	45.04
L39	S82°33'15"E	23.33
L40	N83°53'31"E	13.96
L41	N00°00'00"E	88.72
L42	N00°00'00"E	88.31

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	49.73	50.00	N 28°28'45" W	47.68	56°57'30"
C2	76.48	50.00	S 43°49'19" W	69.24	87°38'38"

Abbreviations

BC	Back of Curb
FH	Fire Hydrant
IP	Iron Pipe
HV	Hand Vault
PP	Power Pole
SSMH	Sanitary Manhole
RV	Reclaim Valve
RM	Reclaim Meter
WM	Water Meter
WV	Water Valve
EMV	Electric Hand Vault
TSV	Traffic Signal Vault
ATTV	AT&T Hand Vault
SSV	Sanitary Sewer Valve
RWV	Reclaim Water Valve
MES	Mitered End Section

Note:
I have examined the Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014, and find that this property is situated in Flood Zones "AE" and "X".

GENERAL NOTES

1. Bearings shown hereon are based on the bearing of N 87°38'38" E for the north line of Section 18, Township 4 South, Range 25 East, Clay County, Florida.
2. This survey was based on the record plat known as Armstrong Plat and was not abstracted for restrictions, easements or other matters of record, or matters unrecorded by this surveyor.
3. Underground utilities serving or crossing this property have not been located or shown.
4. Easements shown hereon are for drainage and utilities unless noted otherwise.

LEGEND

- Found 4"x4" Concrete Monument
- Found Iron Pipe (as noted)
- Set 1/2" Iron Pipe (LB 1381)
- —x— Fence
- —P— Powerline/Pole and Anchor
- —T— Telephone Line
- —TV— Cable T/V Line
- AC Concrete Air Conditioner Pad
- ET Concrete Elec. Transformer Pad

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

Harold T. Eiland
Licensee No. LS 2518

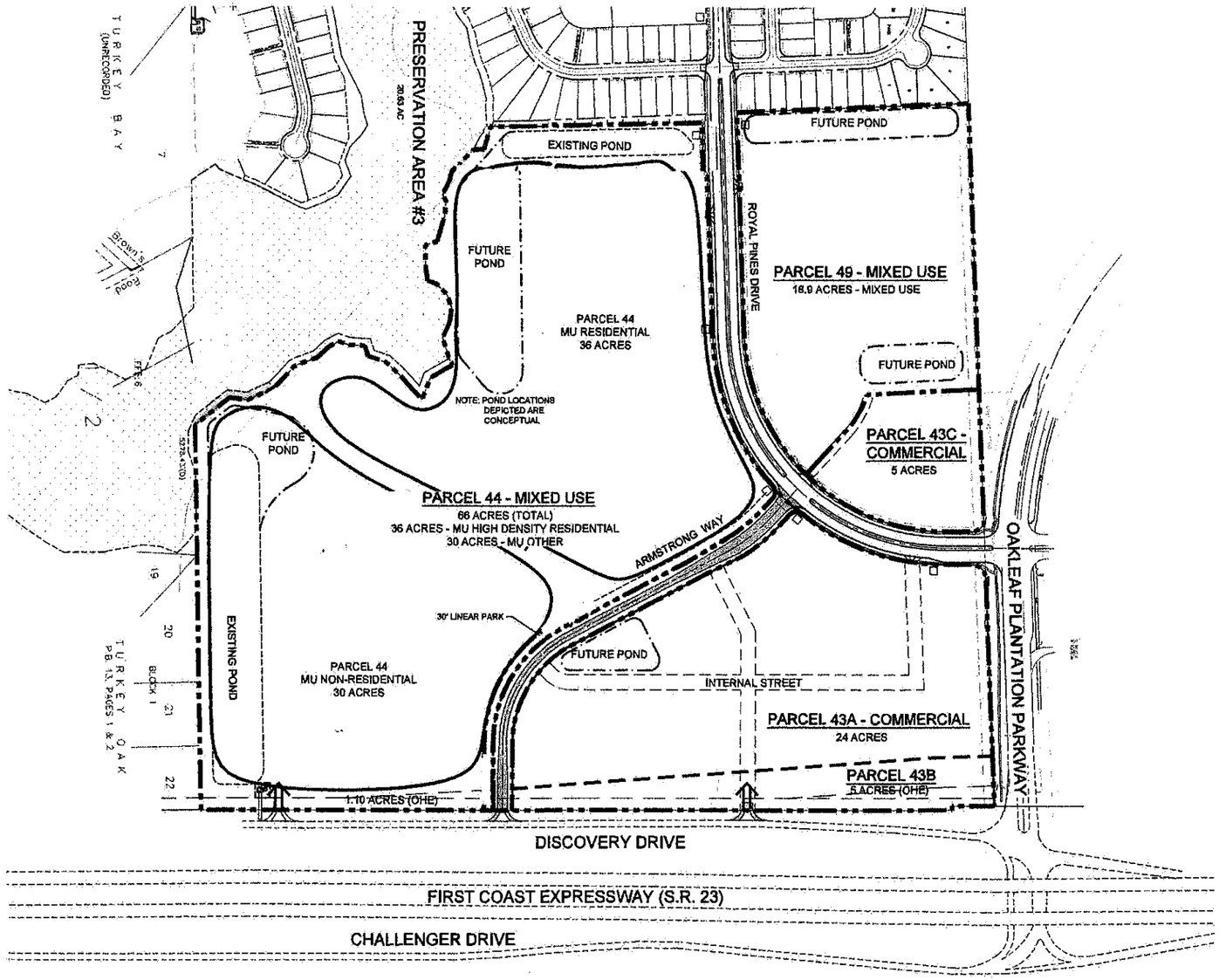
Eiland & Associates, Inc.
Professional Surveyors & Mappers
Certificate of Authorization No. LB 1381
615 Blanding Boulevard
Orange Park, Florida 32065
Telephone 904-272-1000

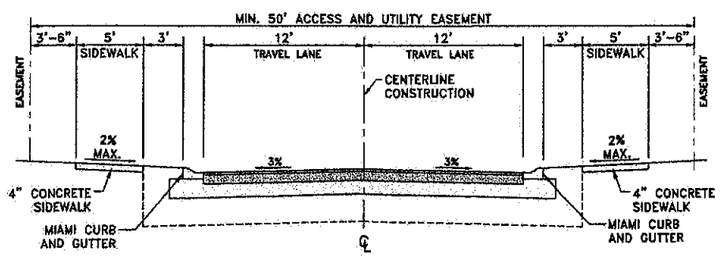
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ARMSTRONG MIXED USE
2019 PUD SITE PLAN

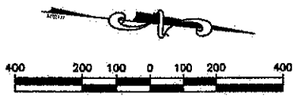
VILLAGES OF ARGYLE DRI
PARCELS 43A, 43B, 43C, 44 and 49

VILLAGES OF ARGYLE DEVELOPMENT OF REGIONAL IMPACT		
PARCEL 43A	24 ACRES	GENERAL COMMERCIAL
PARCEL 43B	5 ACRES	OVERHEAD POWERLINE
PARCEL 43C	5 ACRES	GENERAL COMMERCIAL
PARCEL 44	66 ACRES	MIXED USE
PARCEL 49	18.9 ACRES	MIXED USE

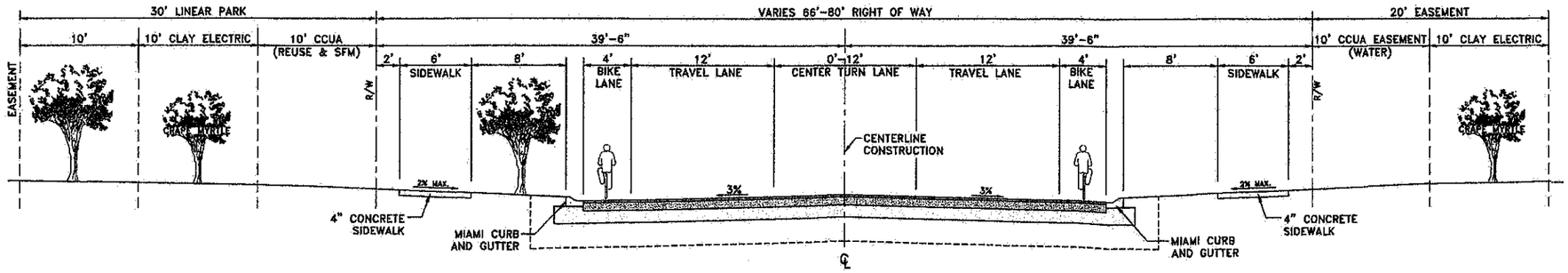




INTERNAL STREET



NOTE: POND LOCATIONS AND THE BOUNDARY OF MULTI-FAMILY USE IN PARCEL 44 ARE CONCEPTUAL.



ARMSTRONG WAY TYPICAL SECTION

80' ROW WITH CENTER TURN LANE SHOWN
66' ROW SECTION WITHOUT CENTER LANE

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: BCC DATE: 5/15/2019

FROM: Nelson Anderson

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The petitioner wishes to a have a portion of this ROW vacated so that a building he owns will no longer be in the ROW. He has arranged for the property owner across the road to deed the county land to maintain the current ROW width. Additionally, this swap centers the road in the ROW, which is currently severely askew.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Petition to Close	Cover Memo	5/23/2019	Petition_to_Close_Public.pdf
	Resolution	Cover Memo	5/23/2019	resolu_granting_petition-1a_Public.pdf
	Deed to County	Cover Memo	5/23/2019	Special_Warranty_Deed___Frost___Clay_County.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Public Works	smith, dale	Approved	5/22/2019 - 9:39 AM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:08 PM	

VACROA 2018000002

1) Complete Name	Austin William McCormack
2) Residence Address	1305 Cunningham Creek Drive Saint Johns, FL 32259
3) Telephone Number	(904) 571-2915
4) Place of Employment	GATE Petroleum Company
5) Date of Birth	05/03/1976
6) Height	5' 7"
7) Race	White
8) Sex	Male
9) Florida Driver's License Number	M265-019-76-163-0

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

TO: The Clay County Board of County Commissioners
C/O Clay County Engineering Department
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043

1. Provide the name, phone number, and address of the petitioner, agent, or other.
Austin W. McCormack, Petitioner
1305 Cunningham Creek Drive
St. Johns, Florida 32259
(904) 571-2915

2. Provide the name, number or location of the road to be closed. Describe by popular name, length, legal description prepared by an attorney or registered surveyor, and a survey map (showing the platted limits, adjacent lands, and actual description of the portion of road to be closed). Use additional sheet(s) if necessary.

See attached sheets.

3. State the reason(s) for closing the road or street. Use additional sheet(s) if necessary.

See attached sheets.

4. Describe the legal, ownership, or other interest the petitioner has in the road or street to be closed. Use additional sheet(s) if necessary.

See attached sheets.

5. List the names and mailing addresses of all owners of land served by the road, street or right-of-way proposed for closing. Use additional sheet(s) if necessary.

See attached sheets.

6. Have all of the adjoining land owners to the road or street been notified of the pending petition?
Yes

7. Have all of the adjoining land owners to the road or street consented to the petition for road closure? If so, attach the notarized consents hereto.

Yes

8. Provide documentation as to when the road or street was opened, dedicated to, or acquired by prescriptive use by Clay County and the public. Use additional sheet(s) if necessary.

The subject section of road and R.O.W. were established and dedicated to the public via the Ridgefield Park, No. 1, plat, dated April 1947 (recorded in Plat Book 4, Page 26).

Petitioner Acknowledgement: I have furnished copies hereof to the County Attorney, Director of Public Works, Director of Zoning, Department of Public Safety, and Director of Engineering. I understand that I am obligated to pay all costs such as, but not limited to application fee, signage, advertising, and recording required by the processing of this road or street closing.

AUSTIN W. McCORMACK, Petitioner

STATE OF FLORIDA

COUNTY OF Duval

Before me the undersigned notary public appeared the Petitioner, Austin McCormack, who after being duly cautioned and sworn, deposed and said that the contents of this petition are true to the best of his knowledge and belief, this 11th day of December, 2018.

√ personally Known

Vickie L. Bulkley
Notary Public

Term of Expiration: 12-11-19

VICKIE L BULKLEY
MY COMMISSION # FF926052
EXPIRES December 11, 2019
(407) 398-0153 FloridaNotaryService.com

Additional Description Sheets

Item 2.

The Applicant is petitioning to close a small portion of the eastern right-of-way along Alderman Road. The closure is proposed to occur within the limits of the roadway containing street addresses from 8128 through 8136 Alderman Road. These parcels are identified by the Clay County Property Appraiser as having the following Property Identification Numbers (PIN's):

31-08-23-004846-000-00
31-08-23-004810-000-00
31-08-23-004809-000-00

Within the limits of the proposed road closure, Alderman Road is an improved unpaved road within a sixty foot (60') wide right-of-way. Simultaneously with the road closure, the Applicant is proposing a right-of-way dedication along the western portion of the Alderman Road right-of-way that will result in no reduction in the sixty-foot (60') right-of-way width for the affected portion of Alderman Road. The simultaneous closure and dedication of the right-of-way parcels will effectively shift the existing Alderman Road right-of-way to the west by approximately 0 to 15 feet.

Attached to this application is a survey map, prepared by Roger Mullins, PLS, depicting the right-of-way closure ("East-Release Lots 18 and 19") and right-of-way dedication ("West-Gain") parcels. This survey map includes the written legal descriptions for the East-Release parcels and the West-Gain parcel.

Item 3.

The Applicant seeks to correct a building encroachment into the right-of-way via this road closure petition. The northwestern corner of the Applicant's accessory structure, consisting of a first-floor garage and second-floor living space, is located approximately six feet (6') into the Alderman Road right-of-way. This accessory structure was constructed in 1967 (based on County records) which is prior to the Applicant's ownership of the property. The proposed right-of-way shift to the west that will be achieved via the simultaneous road closure and right-of-way dedication will result in the Applicant's accessory structure being removed from within the existing Alderman Road right-of-way. Additionally, this right-of-way shift serves a public benefit as it results in the flattening of a pronounced curvature in the right-of-way and better centers the existing unpaved Alderman Road within the right-of-way. Approval of the proposed closure with the simultaneous right-of-way dedication will result in no change to the physical construction or condition of Alderman Road and will not affect the traveling public within this section of right-of-way.

Item 4.

The Applicant is the legal owner of 8130 Alderman Road, which property is located within the limits of the proposed road closure and simultaneous right-of-way dedication.

Item 5.

a) Austin W. and Monica E. McCormack	Property Address:	8130 Alderman Road Melrose, Florida 32666
	Mailing Address:	1305 Cunningham Creek Dr. St. Johns, Florida 32259
b) Mark M. Frost	Property Address:	8136 Alderman Road Melrose, Florida 32666
	Mailing Address:	8136 Alderman Road Melrose, Florida 32666
c) Mark M. and Tommye Frost	Property Address:	Alderman Road Melrose, Florida 32666
	Mailing Address:	8136 Alderman Road Melrose, Florida 32666

right-of-way to the west by approximately 0 to 15 feet.

Attached to this application is a survey map, prepared by Roger Mullins, PLS, depicting the right-of-way closure ("East-Release Lots 18 and 19") and right-of-way dedication ("West-Gain") parcels. This survey map includes the written legal descriptions for the East-Release parcels and the West-Gain parcel.

Item 3.

The Applicant seeks to correct a building encroachment into the right-of-way via this road closure petition. The northwestern corner of the Applicant's accessory structure, consisting of a first-floor garage and second-floor living space, is located approximately six feet (6') into the Alderman Road right-of-way. This accessory structure was constructed in 1967 (based on County records) which is prior to the Applicant's ownership of the property. The proposed right-of-way shift to the west that will be achieved via the simultaneous road closure and right-of-way dedication will result in the Applicant's accessory structure being removed from within the existing Alderman Road right-of-way. Additionally, this right-of-way shift serves a public benefit as it results in the flattening of a pronounced curvature in the right-of-way and better centers the existing unpaved Alderman Road within the right-of-way. Approval of the proposed closure with the simultaneous right-of-way dedication will result in no change to the physical construction or condition of Alderman Road and will not affect the traveling public within this section of right-of-way.

Item 4.

The Applicant is the legal owner of 8130 Alderman Road, which property is located within the limits of the proposed road closure and simultaneous right-of-way dedication.

Item 5.

a) Austin W. and Monica E. McCormack
Property Address: 8130 Alderman Road, Melrose, Florida 32666
Mailing Address: 1305 Cunningham Creek Dr., St. Johns, Florida 32259

b) Mark M. Frost
Property Address: 8136 Alderman Road, Melrose, Florida 32666
Mailing Address: 8136 Alderman Road, Melrose, Florida 32666

c) Mark M. and Tommye Frost
Property Address: Alderman Road, Melrose, Florida 32666
Mailing Address: 8136 Alderman Road, Melrose, Florida 32666

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

Adjoining Land Owner Acknowledgement: I, Mark M. Frost, have been notified of the

petition filed with Clay County, Florida to simultaneously close and dedicate portions of the Alderman Road right-of-way adjacent to my property as described in the Petition attached hereto. Further, I consent to this petition for road closure and simultaneous dedication.

MARK M. FROST

STATE OF FLORIDA

COUNTY OF CLAY

Before me the undersigned notary public appeared the adjoining land owner, Mark M. Frost, who after being duly cautioned and sworn, deposed and said that the contents of this Adjoining Land Owner Acknowledgement are true to the best of his knowledge and belief, this 11 day of December, 2018.

Notary Public Shelley K Gibbs

Term of Expiration: 12-16-20

SHELLEY K GIBBS
MY COMMISSION # GG054737
EXPIRES December 16, 2020

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

Adjoining Land Owner Acknowledgement: I, Tommye M. Frost, have been notified of the petition filed with Clay County, Florida to simultaneously close and dedicate portions of the Alderman Road right-of-way adjacent to my property as described in the Petition attached hereto. Further, I consent to this petition for road closure and simultaneous dedication.

TOMMYE M. FROST

STATE OF FLORIDA

COUNTY OF CLAY

Before me the undersigned notary public appeared the adjoining land owner, Tommye M. Frost, who after being duly cautioned and sworn, deposed and said that the contents of this Adjoining Land Owner Acknowledgement are true to the best of her knowledge and belief, this 11 day of December, 2018.

SHELLEY K GIBBS
MY COMMISSION # GG054737
EXPIRES December 16, 2020

Notary Public Shelley K Gibbs
12-16-20

PETITION TO CLOSE A ROAD OR STREET
CLAY COUNTY, FLORIDA

Co-Petitioner Acknowledgement: I Monica E. McCormack have furnished copies hereof to the County Attorney, Director of Public Works, Director of Zoning, Department of Public Safety, and Director of Engineering. I understand that I am obligated to pay all costs such as, but not limited to application fee, signage, advertising, and recording required by the processing of this road or street closing.

Monica E McCormack
MONICA E. McCORMACK, Co-Petitioner

STATE OF FLORIDA

COUNTY OF DUVAL

Before me the undersigned notary public appeared the Petitioner, Monica E. McCormack, who after being duly cautioned and sworn, deposed and said that the contents of this petition are true to the best of his knowledge and belief, this 11th day of December, 2018.

Vickie L. Bulkley
Notary Public

√personally Known

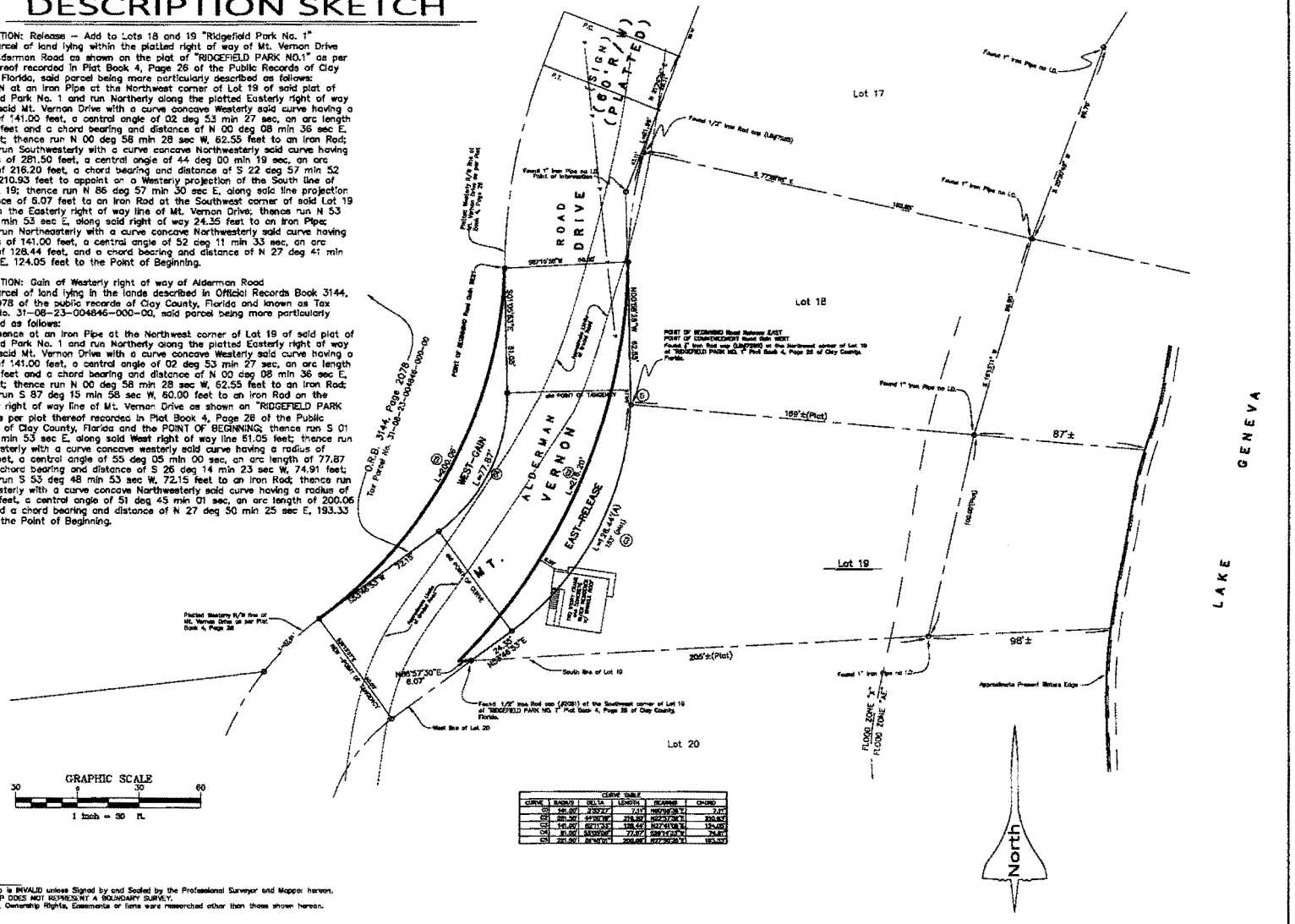
Term of Expiration: 12-11-19

VICKIE L BULKLEY
MY COMMISSION # FF926052
EXPIRES December 11, 2019
(407) 398-0153 FloridaNotaryService.com

DESCRIPTION SKETCH

DESCRIPTION: Release – Add to Lots 18 and 19 "Ridgefield Park No. 1"
A parcel of land lying within the platted right of way of Mt. Vernon Drive a.k.a. Alderman Road as shown on the plat of "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 28 of the Public Records of Clay County, Florida, said parcel being more particularly described as follows:
BEGIN at an Iron Pipe at the Northwest corner of Lot 19 of said plat of Ridgefield Park No. 1 and run Northerly along the platted Easterly right of way line of said Mt. Vernon Drive with a curve concave Westerly said curve having a radius of 141.00 feet, a central angle of 02 deg 53 min 27 sec, an arc length of 7.11 feet and a chord bearing and distance of N 00 deg 08 min 36 sec E, 7.11 feet; thence run N 00 deg 58 min 28 sec W, 62.55 feet to an Iron Rod; thence run Southwesterly with a curve concave Northwesterly said curve having a radius of 281.50 feet, a central angle of 44 deg 00 min 19 sec, an arc length of 216.20 feet, a chord bearing and distance of S 22 deg 57 min 52 sec W, 210.93 feet to appoint on a Westerly projection of the South line of said Lot 19; thence run N 86 deg 57 min 30 sec E, along said line projection a distance of 6.07 feet to an Iron Rod at the Southwest corner of said Lot 19 being on the Easterly right of way line of Mt. Vernon Drive; thence run N 53 deg 46 min 53 sec E, along said right of way 24.36 feet to an Iron Pipe; thence run Northeasterly with a curve concave Northwesterly said curve having a radius of 141.00 feet, a central angle of 52 deg 11 min 33 sec, an arc length of 128.44 feet, and a chord bearing and distance of N 27 deg 41 min 06 sec E, 124.05 feet to the Point of Beginning.

DESCRIPTION: Gain of Westerly right of way of Alderman Road
A parcel of land lying in the lands described in Official Records Book 3144, Page 2078 of the public records of Clay County, Florida and known as Tax Parcel No. 31-08-23-004846-000-00, said parcel being more particularly described as follows:
Commence at an Iron Pipe at the Northwest corner of Lot 19 of said plat of Ridgefield Park No. 1 and run Northerly along the platted Easterly right of way line of said Mt. Vernon Drive with a curve concave Westerly said curve having a radius of 141.00 feet, a central angle of 02 deg 53 min 27 sec, an arc length of 7.11 feet and a chord bearing and distance of N 00 deg 08 min 36 sec E, 7.11 feet; thence run N 00 deg 58 min 28 sec W, 62.55 feet to an Iron Rod; thence run S 87 deg 15 min 58 sec W, 60.00 feet to an Iron Rod on the Westerly right of way line of Mt. Vernon Drive as shown on "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 28 of the Public Records of Clay County, Florida and the POINT OF BEGINNING; thence run S 01 deg 05 min 53 sec E, along said West right of way line 81.05 feet; thence run Southwesterly with a curve concave westerly said curve having a radius of 81.00 feet, a central angle of 55 deg 05 min 00 sec, an arc length of 77.87 feet, a chord bearing and distance of S 26 deg 14 min 23 sec W, 74.91 feet; thence run S 53 deg 48 min 53 sec W, 72.15 feet to an Iron Rod; thence run Northeasterly with a curve concave Northwesterly said curve having a radius of 221.50 feet, a central angle of 51 deg 45 min 01 sec, an arc length of 200.06 feet, and a chord bearing and distance of N 27 deg 50 min 25 sec E, 193.33 feet to the Point of Beginning.



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	141.00'	2°53'27"	7.11'	N00°08'36"E	7.11'
C2	281.50'	44°00'19"	216.20'	S22°57'52"W	210.93'
C3	141.00'	52°11'33"	128.44'	N27°41'06"E	124.05'
C4	81.00'	55°05'00"	77.87'	S26°14'23"W	74.91'
C5	221.50'	51°45'01"	200.06'	N27°50'25"E	193.33'

NOTES:
1. This map is INVALID unless Signed by and Sealed by the Professional Surveyor and Mapper hereon.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. NO Title, Ownership Rights, Easements or liens were researched other than those shown hereon.

SURVEYORS CERTIFICATION TO:
I hereby certify that the map shown hereon is a true and correct representation of the legal description attached or made a part hereof and that this description sketch in no way represents a Boundary Survey, and that it complies with the Florida Administrative Code 5J-17 and the Minimum Technical Standards pursuant to Section 472-027 of the Florida Statutes.

BY : Date Signed: 10-15-18 DATE OF SKETCH: October 15, 2018
Keystone Surveying & Mapping, Inc. LB#6218
Roger L. Mullins Professional Surveyor and Mapper Florida Registration #5564
Bearings refer to the Easterly R/W line of Mt Vernon Drive being N 00°58'28" W, Previous Surveys, Assumed.

ABBREVIATION SCHEDULE

Right of Way	R/W
Official Records Book	ORB
Length	L
Identification Number	ID
Read Measurement	(R)
Actual Measurement	(M)
Plat Measurement	(P)
Acres more or less	+/-

Not to Scale
Iron Corner
Concrete Monument
Power Line
Fence Line
CenterLine
Under ground power

KEYSTONE SURVEYING & MAPPING, Inc.
(352)473-9498 Cell(352)478-1803
keystonesurveying@outlook.com
305 Sylvan Way
Keystone Heights, Florida 32656

Project # E0617-2018 Drawn By: RLM

DESCRIPTION: Release – Add to Lot 18 of Ridgefield Park No. 1"

A parcel of land lying within the platted right of way of Mt. Vernon Drive a.k.a. Alderman Road as shown on the plat of "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 26 of the Public Records of Clay County, Florida, and lying Westerly of an adjacent to Lot 18 of said Ridgefield Park No. 1; said parcel being more particularly described as follows:

BEGIN at an Iron Pipe at the Northwest corner of Lot 19 of said plat of Ridgefield Park No. 1 and run N 85 deg 01 min 17 sec W, along a westerly extension of the South line of said Lot 18 a distance of 10.80 feet; thence run Northerly along a curve concave northwesterly with a central angle of 14 deg 09 min 44 sec, a radius of 281.50 feet, an arc length of 69.58 feet and a chord bearing and distance of N 08 deg 02 min 35 sec E, 69.40 feet to an Iron Rod on the West line of said Lot 19; thence run S 00 deg 58 min 28 sec E, along said West line 62.55 feet; thence run Southerly with a curve concave westerly said curve having a central angle of 02 deg 53 min 27 sec, a radius of 141.00 feet, an arc length of 7.11 feet, and a chord bearing and distance of S 00 deg 08 min 36 sec W, 7.11 feet to the Point of Beginning.

Being 279.2 square feet in area.

DESCRIPTION: Release – Add to Lot 19 of Ridgefield Park No. 1"

A parcel of land lying within the platted right of way of Mt. Vernon Drive a.k.a. Alderman Road as shown on the plat of "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 26 of the Public Records of Clay County, Florida, and lying Westerly of an adjacent to Lot 19 of said Ridgefield Park No. 1; said parcel being more particularly described as follows:

BEGIN at an Iron Pipe at the Northwest corner of Lot 19 of said plat of Ridgefield Park No. 1 and run N 85 deg 01 min 17 sec W, along a westerly extension of the South line of said Lot 18 a distance of 10.80 feet; thence run Southerly with a curve concave Northwesterly said curve having a central angle of 29 deg 50 min 35 sec, a radius of 281.50 feet, an arc length of 146.62 feet, and a chord bearing and distance of S 30 deg 02 min 44 sec W, 144.97 feet to a point on the Westerly projection of the South line of said Lot 19; thence run N 85 deg 57 min 30 sec E, along said projection line a distance of 6.07 feet to the Southwest corner of said Lot 19; thence run N 53 deg 46 min 53 sec E, 24.35 feet to an Iron Rod; thence run Northeasterly with a curve concave northwesterly said curve having a central angle of 52 deg 11 min 33 sec, a radius of 141.00 feet, an arc length of 128.44 feet, and a chord bearing and distance of N 27 deg 41 min 06 sec E, 124.05 feet to the Point of beginning, and to close.

Being 2018.3 square feet in area.

RESOLUTION NO. 2018/2019-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, CLOSING, VACATING AND ABANDONING A PORTION OF A CERTAIN PUBLIC ROAD SHOWN ON THE PLAT OF RIDGEFIELD PARK, NO. 1, RECORDED IN PLAT BOOK 4, PAGE 26, PUBLIC RECORDS OF CLAY COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Recitals

WHEREAS, pursuant to Sections 336.09 and 336.10, Florida Statutes, a petition (the Petition) has been filed with the Board of County Commissioners (the Board) of Clay County, Florida, on behalf of Austin W. McCormack, to close a portions of certain public road shown on the plat of Ridgefield Park, No. 1, recorded in Plat Book 4, page 26, public records of Clay County, Florida, said portion (the Subject Road Section); and,

WHEREAS, by the adoption of Resolution No. 2018/2019-___, and pursuant to Section 336.09, Florida Statutes, the Board scheduled a public hearing (the Public Hearing) on Tuesday May 28, 2019, at 5:00 p.m., or as soon thereafter as could be heard, in the Board's meeting room on the Fourth Floor of the County Administration Building located at 477 Houston Street, Green Cove Springs, Florida, to consider the adoption of a resolution closing, vacating and abandoning the Subject Road Section pursuant to Section 336.10, Florida Statutes; and,

WHEREAS, notice of the Public Hearing was duly published as required under Section 336.09, Florida Statutes, and the Public Hearing was held as provided in the notice; and,

WHEREAS, the Board has determined that the Subject Road Sections is not required for public use, and that closing, vacating and abandoning the Subject Road Section will serve a public purpose; and,

WHEREAS, the Subject Road Section is more particularly described as follows:

Release - Add to Lots 18 and 19 "Ridgefield Park No. 1"
A parcel of land lying within the plotted right of way of Mt. Vernon Drive a.k.a. Alderman Road as shown on the plat of "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 26 of the Public Records of Clay County. Florida, said parcel being more particularly described as follows:
BEGIN at an Iron Pipe at the Northwest comer of Lot 19 of said plat of Ridgefield Park No. 1 and run Northerly along the platted Easterly right of way line of said Mt. Vernon Drive with a curve concave Westerly said curve having a radius of 141.00 feet, a central angle of 02 deg 53 min 27 sec, an arc length of 7.11 feet and a chord bearing and distance of N 00 deg 08 min 36 sec E, 7.11 feet; thence run N 00 deg 58 min 28 sec W, 62.55 feet to an Iron Rod; thence run Southwesterly with a curve concave Northwesterly said curve having a radius of 281.50 feet, a central angle of 44 deg 00 min 19 sec, an arc length of 216.20 feet, a chord bearing and

distance of S 22 deg 57 min 52 sec W, 210.93 feet to appoint on a Westerly projection of the South line of said Lot 19; thence run N 86 deg 57 min 30 sec E, along said line projection a distance of 6.07 feet to an Iron Rod at the Southwest comer of said lot 19 being on the Easterly right of way line of Mt. Vernon Drive; thence run N 53 deg 46 min 53 see E, along said right of way 24.35 feet to an Iron Pipe; thence run Northeasterly with a curve concave Northwesterly said curve having a radius of 141.00 feet, a central angle of 52 deg 11 min 33 sec, an arc length of 128.44 feet, and a chord bearing and distance of N 27 deg 41 min 06 sec, 124.05 feet to the Point of Beginning.

Be It Resolved by the Board of County Commissioners of Clay County:

Section 1. The Recitals set forth hereinabove are adopted as the findings of the Board, and said findings provide the authority and justification for the adoption of this resolution.

Section 2. On behalf of the County and pursuant to its authority under Section 336.10, Florida Statutes, the Board hereby closes, vacates and abandons the Subject Road Section as hereinabove described.

Section 3. This resolution shall take effect immediately upon its adoption, but shall not be deemed effective unless and until the Petitioners shall have caused to be recorded in the public records of the County proof of the publication of the notice of the Public Hearing, a certified copy of hereof, and proof of the publication of a notice in the *Clay Today* within thirty days following the adoption hereof in the form attached hereto as Appendix A.

[The remainder of this page is intentionally blank.]

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida, this 28 day of May, 2019.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Mike Cella
Its Chairman

ATTEST:

_____
Lorin Mock
Acting County Manager and Clerk of the
Board of County Commissioners

Appendix A

[Form of Notice of Adoption of Resolution Closing a Road]

To be advertised ***Thursday, May 30, 2019***
in the *Clay Today:*

NOTICE OF ADOPTION OF RESOLUTION CLOSING A ROAD

The Board of County Commissioners (the Board) of Clay County, Florida, has received a petition (the Petition) filed pursuant to Sections 336.09 and 336.10, Florida Statutes, on behalf of Ralph L. Shaw, Jr, to close portions of a certain public roadways hereinafter described. In accordance with the Petition, the Board held a public hearing on Tuesday, May 14, 2019, and thereafter adopted a resolution pursuant to Section 336.10, Florida Statutes, closing, vacating and abandoning said portion of the public road, said portion being more particularly described as follows:

Release - Add to Lots 18 and 19 "Ridgefield Park No. 1"
A parcel of land lying within the plotted right of way of Mt. Vernon Drive a.k.a. Alderman Road as shown on the plat of "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 26 of the Public Records of Clay County. Florida, said parcel being more particularly described as follows:
BEGIN at an Iron Pipe at the Northwest comer of Lot 19 of said plat of Ridgefield Park No. 1 and run Northerly along the platted Easterly right of way line of said Mt. Vernon Drive with a curve concave Westerly said curve having a radius of 141.00 feet, a central angle of 02 deg 53 min 27 sec, an arc length of 7.11 feet and a chord bearing and distance of N 00 deg 08 min 36 sec E, 7.11 feet; thence run N 00 deg 58 min 28 sec W, 62.55 feet to an Iron Rod; thence run Southwesterly with a curve concave Northwesterly said curve having a radius of 281.50 feet, a central angle of 44 deg 00 min 19 sec, an arc length of 216.20 feet, a chord bearing and distance of S 22 deg 57 min 52 sec W, 210.93 feet to appoint on a Westerly projection of the South line of said Lot 19; thence run N 86 deg 57 min 30 sec E, along said line projection a distance of 6.07 feet to an Iron Rod at the Southwest comer of said lot 19 being on the Easterly right of way line of Mt. Vernon Drive; thence run N 53 deg 46 min 53 see E, along said right of way 24.35 feet to an Iron Pipe; thence run Northeasterly with a curve concave Northwesterly said curve having a radius of 141.00 feet, a central angle of 52 deg 11 min 33 sec, an arc length of 128.44 feet, and a chord bearing and distance of N 27 deg 41 min 06 sec, 124.05 feet to the Point of Beginning.

Board of County Commissioners
Clay County, Florida

----------END----------

Special Instructions to Publisher:

THIS NOTICE MUST BE PUBLISHED WITHIN 30 DAYS AFTER ADOPTION OF THE RESOLUTION REFERRED TO IN THE NOTICE.

Please submit galley proof to the County Engineer's Office (nelson.anderson@claycountygov.com) for approval prior to publication.

Send a copy of the paid Invoice and Proof of Publication to:

County Engineer's Office
P.O. Box 1366
Green Cove Springs, FL 32043

PREPARED BY AND RETURN TO:
Clay County Attorney's Office
P.O. Box 1366
Green Cove Springs, FL 32043

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of the _____ day of May, 2019, by **MARK M. FROST** and **TOMMYE M. FROST**, a married couple whose address is 8136 Alderman Rd, Melrose, FL 32666, the Grantors, to **CLAY COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 1366, Green Cove Springs, Florida 32043, the Grantee.

W I T N E S S E T H:

That the Grantors, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its legal representatives and assigns, all that certain real property situate in Clay County, Florida, as described on Exhibit "A" attached hereto.

Portion of Parcel Identification Number 31-08-23-004846-000-00

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

And Grantors hereby covenant with Grantee that at the time of the delivery of this deed, the property was free from all encumbrances made by Grantors; and that Grantors will warrant and defend the same against the lawful claims of all persons claiming by, through or under Grantors, but against none other.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to the date hereof.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

_____ _____
Name Printed: _____ Mark M. Frost

_____ _____
Name Printed: _____ Tommye M. Frost

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ___ day of May, 2019, by Mark M. Frost, a _____ person, who produced _____ as identification.

_____
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this ___ day of May, 2019, by Tommye M. Frost, a _____ person, who produced _____ as identification.

_____
(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission #_____
My Commission Expires: _____

EXHIBIT "A"

A parcel of land lying in the lands described in Official Records Book 3144, Page 2078 of the public records of Clay County , Florida and known as Tax Parcel No. 31-08-23-004846-000-00, said parcel being more particularly described as follows:

Commence at an Iron Pipe at the Northwest corner of Lot 19 of plat of Ridgefield Park No. 1 (Plat Book 4, Page 26) and run Northerly along the platted Easterly right of way line of Mt. Vernon Drive with a curve concave Westerly said curve having a radius of 141.00 feet, a central angle of 02 deg 53 min 27 sec, an arc length of 7.11 feet and a chord bearing and distance of N 00 deg 08 min 36 sec E, 7.11 feet; thence run N 00 deg 58 min 28 sec W, 62.55 feet to an Iron Rod; thence run S 87 deg 15 min 58 sec W, 60.00 feet to an Iron Rod on the Westerly right of way line of Mt. Vernon Drive as shown on "RIDGEFIELD PARK NO.1" as per plat thereof recorded in Plat Book 4, Page 26 of the Public Records of Clay County, Florida and the POINT OF BEGINNING; thence run S 01 deg 05 min 53 sec E, along said West right of way line 61.05 feet, thence run Southwesterly with a curve concave westerly said curve having a radius of 81.00 feet, a central angle of 55 deg 05 min 00 sec, an arc length of 77.87 feet, a chord bearing and distance of S 26 deg 14 min 23 sec W, 74.91 feet; thence run S 53 deg 48 min 53 sec W, 72.15 feet to an Iron Rod, thence run Northeasterly to a curve concave Northwesterly said curve having a radius of 221.50 feet, central angle of 51 deg 45 min 01 sec, an arc length of 200.06 feet, and a chord bearing and distance of N 27 deg 50 min 25 sec E, 193.33 feet to the Point of Beginning.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: BCC DATE: 5/21/2019

FROM: Nelson Anderson

SUBJECT:

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

A performance bond allowing for the acceptance of the Eagle Landing Phase 6 plat before construction is complete.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Plat Bond	Cover Memo	5/23/2019	Interlocal_Agreement-South_Village-Plat_Bond_for_Eagle_Landing_Phase_6_(003).pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Public Works	smith, dale	Approved	5/22/2019 - 9:37 AM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:11 PM	

Clay County Agreement/Contract No. 2018/2019-___

INTERLOCAL AGREEMENT FOR PERFORMANCE GUARANTEE FOR EAGLE LANDING PHASE 6

WHEREAS, Sections 9-3(1) and 9-3(2) of the Clay County Land Development Code requires the provision of a performance bond and guarantee to the Clay County ("County") before final plat approval for a residential subdivision; and

WHEREAS, South Village Community Development District ("South Village") has entered into a contract with Vallencourt Construction Co., Inc. ("Vallencourt") for the construction of residential subdivision improvements for the project commonly known as Eagle Landing Phase 6 ("Contract"), and seeks approval of the plat for Eagle Landing Phase 6 by the County.

WHEREAS, as a requirement of Paragraph 5.01 of Contract, Clay County is an intended beneficiary of the Payment and Performance Bonds ("Bonds") provided by Vallencourt Construction Co. to the District; and

WHEREAS, the County confirms that by naming the County as Obligee on the Bonds, South Village has met the requirements of Section 9-3(1) and 9-3(2) of the Clay County Land Development Code.

NOW THEREFORE in consideration of the premises and mutual covenants contained herein, and for good and other valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. AUTHORITY; GENERAL RESPONSIBILITIES; CONDITIONS PRECEDENT. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", hereinafter referred to as the Act, and all applicable portions of the Act are made a part hereof and incorporated herein as if set forth at length herein, including, but not limited to the following specific provisions:

(a) All of the privileges and immunities and limitations from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents, or employees of the parties hereto when performing their respective functions within their respective territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extra-territorially under the provisions of this Agreement.

(b) This Agreement does not and shall not be deemed to relieve any of the parties hereto of any of their respective obligations or responsibilities imposed upon them by law except to the extent of the actual and timely performance of those obligations or responsibilities by one or more of the parties to this Agreement, in which case performance provided hereunder may be offered in satisfaction of the obligation or responsibility.

(c) As a condition precedent to its effectiveness, and pursuant to Section 163.01(11), Florida Statutes, this Agreement and any subsequent amendments hereto shall be filed by Clay County with the Clerk of the Circuit Court of the County.

3. OBLIGATIONS OF THE PARTIES.

(a) The Parties agree that Paragraph 5.01 of the Contract provides that Clay County is an intended beneficiary of the Bonds given by Vallencourt to the District and as a result Clay

County has all the rights granted to the District in the Contract to enforce the performance of the Contract in the event of default by Vallencourt, as secured by the Bond.

(b) South Village shall name the County as an Obligee on the performance guarantee associated with the residential subdivision improvements associated with the project generally known as Eagle Landing Phase 6. Attached as Exhibit A are true and correct copies of the Bonds and Riders naming Clay County Board of County Commissioners as an Obligee to the Bonds.

(c) The County shall accept the Bonds and Riders as satisfaction of Section 9-3(1) and 9-3(2) of the Clay County Land Development Code.

(d) This Agreement is not intended to address the requirement of Section 9-3(3) relating to warranty guarantees for the the residential subdivision improvements associated with the project generally known as Eagle Landing Phase 6.

4. **NO WAIVERS**. No waiver by either party hereto at any time of any of the terms, conditions, covenants or agreements of this Agreement, nor noncompliance therewith shall be deemed or taken as a waiver at any time of the same, of any other term, condition, covenant or agreement herein contained, or of the strict and prompt performance thereof by the other party hereto. No option, right, power, remedy or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to each party by this Agreement are cumulative, and no one of them shall be exclusive of any other or exclusive of any remedies provided by law.

5. TERMS BINDING UPON SUCCESSORS. All the terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the allowable successors and assigns of the parties hereto.

6. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of South Village or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

7. **ENFORCEMENT.** Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.

8. **ATTORNEY FEES**. In the event of any action or administrative proceeding between the parties arising under this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs incurred by it in the pursuit of any appellate proceedings, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.

9. **MISCELLANEOUS.**

(a) This Agreement shall be governed by and be construed in accord with the laws of the State of Florida. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Agreement shall be Clay County, Florida.

(b) Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by certified mail, return receipt requested, postage prepaid, or by any reliable and nationally recognized overnight delivery

service, addressed as follows:

To South Village:

South Village Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092

With a copy to:
Hopping Green & Sams, P.A.
123 South Calhoun Street (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Katie Buchanan

To County:

Clay County Manager
Clay County Administration Building
477 Houston Street
Post Office Box 1366
Green Cove Springs, Florida 32043

With copies to:
Clay County Engineering Department
And County Attorney's Office
P. O. Box 1366
Green Cove Springs, Florida 32043

Notice may also be delivered to such other address or party as the party to be served may direct by written notice to the other party. If such notice is sent or delivery is made by registered or certified mail, such notice or delivery shall be deemed as served, made and effective seventy-two (72) hours after posting.

(c) It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and South Village with respect to the subject matter of this Agreement; that there are no verbal agreements, representations, warranties or other

understandings affecting the same.

(d) Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent.

(e) If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein. In no event shall South Village or its assigns have any cause of actions against the officers or employees of the County, or against any elected official of the County based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

(f) This Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.

(g) In the event of any action or administrative proceeding between the parties arising under the terms of this Agreement, the prevailing party will be entitled to an award of reasonable attorney fees and costs, including attorney fees and costs associated with all appeals, incurred by it, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.

(h) All written materials and oral communications between either party shall be deemed public information and shall remain a matter of public record unless otherwise provided or allowed by law.

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

CLAY COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Mike Cella, Its Chairman

Attest:

_____
Lorin Mock, Acting County Manager and Clerk
to the Board of County Commissioners

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a community development district organized pursuant to Chapter 190, Florida Statutes

By: _____
Chris Payton, Its Chairman

Attest:

_____
James Oliver, ~~Assistant~~ Secretary

Exhibit A

Performance Bond and Rider

CFN # 2019013668, OR BK: 4173 PG: 2054, Pages1 / 12, Recorded 3/19/2019 10:34 AM, Doc: BD
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: $103.50
Deputy Clerk RODRIGUEZW

AIA® Document A312™ – 2010

Payment Bond

BOND NO. 30066761

CONTRACTOR:
(Name, legal status and address)
VALLENCOURT CONSTRUCTION CO., INC.
449 Center Street
Green Cove Springs, FL 32043

SURETY:
(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
151 N. Franklin St.
Chicago, IL 60606

OWNER:
(Name, legal status and address)
SOUTH VILLAGE CDD
c/o GOVERNMENTAL MANAGEMENT SERVICES
475 West Town Place, Suite 114 - World Golf Village
St. Augustine, FL 32092

CONSTRUCTION CONTRACT
Date: March 13, 2019

Amount: ONE MILLION NINE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY ONE AND 54/100----------DOLLARS ($1,927,121.54)

Description: *(Name and location)* EAGLE LANDING PHASE 6
Royal Pines Drive

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date: March 13, 2019
(Not earlier than Construction Contract Date)

Amount: ONE MILLION NINE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY ONE AND 54/100----------DOLLARS ($1,927,121.54)

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
VALLENCOURT CONSTRUCTION CO., INC.		WESTERN SURETY COMPANY	
Signature:		Signature:	
Name and Title:	Michael A. Vallencourt Jr. Vice President	Name and Title:	Tom S. Lobrano, IV, Attorney-In-Fact & Florida Resident Agent

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Construction Underwriters, Inc.
4168 Southpoint Parkway, Suite 305
Jacksonville, FL 32216
(904) 296-3331

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
n/a

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

THIS BOND HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 OR SECTION 713.23 AND 713.245 FLORIDA STATUTES, WHICHEVER IS APPLICABLE, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom S Lobrano III, Tom S Lobrano IV, Mark C Fore, Geoffrey M Munn, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

RIDER

TO BE ATTACHED TO AND FORM A PART OF BOND NUMBER: 30066761

PRINCIPAL:	VALLENCOURT CONSTRUCTION CO., INC. 449 Center Street Green Cove Springs, FL 32043
SURETY:	WESTERN SURETY COMPANY 151 N. Franklin Street Chicago, IL 60606
OBLIGEE:	SOUTH VILLAGE CDD c/o GOVERNMENTAL MANAGEMENT SERVICES 475 West Town Place, Suite 114 – World Golf Village St. Augustine, FL 32092
PENALTY:	ONE MILLION NINE HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED TWENTY ONE AND 54/100-------DOLLARS ($1,927,121.54)
EFFECTIVE:	March 13, 2019
CONTRACT DATE:	March 13, 2019
COVERING:	EAGLE LANDING PHASE 6 Royal Pines Drive

By this Rider, CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, P.O. Box 1366, Green Cove Springs, FL 32043 is hereby added to the referenced Bond as an Obligee, and the Principal and Surety are bound unto SOUTH VILLAGE CDD c/o GOVERNMENTAL MANAGEMENT SERVICES, 475 West Town Place, Suite 114 – World Golf Village, St. Augustine, FL 32092 and CLAY COUNTY BOARD OF COUNTY COMMISSIONERS, P.O. Box 1366, Green Cove Springs, FL 32043 as Obligees, as their respective interests may appear, under the terms and conditions of said Bond.

PROVIDED, however, that Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms and conditions of said Contract; and

PROVIDED, further, that Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated.

IN WITNESS WHEREOF, the said Principal and Surety have caused this Rider to be signed by their respective duly authorized officers and their Corporate Seals affixed hereunto this 5th day of April, 2019.

PRINCIPAL: VALLENCOURT CONSTRUCTION CO., INC.

Witness: Jessica Smith

By: _____

SURETY: WESTERN SURETY COMPANY

Witness: _____
Barbara McClelland

By: _____
Tom S. Lobrano, IV, Attorney-In-Fact

OBLIGEE: SOUTH VILLAGE CDD

Witness: Marilyn D Ayers

By: _____
Chris Peyton

OBLIGEE: CLAY COUNTY BOARD OF COUNTY COMMISSIONERS

Witness: _____

By: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom S Lobrano III, Tom S Lobrano IV, Mark C Fore, Geoffrey M Munn, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of April, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/22/2019

FROM: Chad A. Williams, Zoning Chief

SUBJECT: Acceptance of Final Plat for Recording

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

The applicant is requesting acceptance of the final plat for Oakland Hills at Eagle Landing. The plat consists of 77 single family residential units and is located within the Oakleaf area of Clay County.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Final Plat_Public	Cover Memo	5/24/2019	Final.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Plots	smith, dale	Approved	5/22/2019 - 9:40 AM	
County Manager	Mock, Lorin	Approved	5/23/2019 - 3:37 PM	

Oakland Hills at Eagle Landing

A Replat of Lot 1. Westbank Plat. according to plat thereof recorded in Plat Book 59. pages 65-69
Section 18. Township 4 South. Range 25 East. Clay County. Florida.

LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 AC. ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE

SHEET 1 OF 8 SHEETS

TYPE I SUBDIVISION. "BF-PUD" ZONE

CAPTION

A replat of Lot 1. Westbank Plat. Clay County. Florida. according to plat thereof recorded in Plat Book 59. pages 65 through 69 of the public records of said county. said replat of Lot 1 being more particularly described as follows:

Begin at the southwest corner of said Section 18; thence on the south line thereof. South 89 degrees 52 minutes 53 seconds East. 1.02 feet to the westerly line of Tynes Boulevard. according to plat thereof recorded in Plat Book 59 pages 39 through 43 of the public records of sad county; thence on said westerly line. run the following 7 courses: 1) North 44 degrees 59 minutes 22 seconds East. 806.19 feet; 2) northeasterly along the arc of a curve concave northwest and having a radius of 410.00 feet. an arc distance of 313.82 feet. said arc being subtended by a chord bearing and distance of North 23 degrees 03 minutes 43 seconds East. 306.22 feet; 3) North 01 degrees 08 minutes 04 seconds East. 824.50 feet; 4) northerly along the arc of a curve concave east and having a radius of 790.00 feet. an arc distance of 458.59 feet. said arc being subtended by a chord bearing and distance of North 17 degrees 45 minutes 52 seconds East. 452.18 feet; 5) northerly along the arc of a curve concave west and having a radius of 710.00 feet. an arc distance of 438.43 feet. said arc being subtended by a chord bearing and distance of North 16 degrees 42 minutes 14 seconds East. 431.50 feet; 6) North 00 degrees 59 minutes 11 seconds West. 129.73 feet; 7) northerly along the arc of a curve concave west and having a radius of 460.00 feet. an arc distance of 21.71 feet to the north line of said South 1/2 of Section 18. said arc being subtended by a chord bearing and distance of North 02 degrees 20 minutes 18 seconds West. 21.71 feet; thence on said north line. South 88 degrees 58 minutes 49 seconds West. 972.65 feet to the west line of said Section 18; thence on said west line. South 00 degrees 08 minutes 16 seconds East. 2.654.25 feet to the point of beginning.

MORTGAGEE'S JOINDER

Drees Homes of Florida, Inc., a Florida corportaion, owner and holder of that particular Mortgage and curity Agreement recorded in Official Records Book 4157, page 1074 of the public records of Clay County, Florida, hereby consents to this plat and joins in its dedication.

Drees Homes of Florida. Inc.. a Florida corporation

_____ Witness

_____ Print

_____ Witness

_____ Print

By: _____
David G. Drees, CEO

STATE OF FLORIDA. COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me this__day of _____ 2019, by David G. Drees, as CEO of Drees Homes of Florida, Inc., a Florida corporation. David Drees is personally known to me or has presented his _____ as identification.

_____
Notary Public, State of Florida

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a correct representation of the lands surveyed. platted and described hereon. that Permanent Reference Monuments have been placed as shown on said plat in accordance with Chapter 177. Florida Statutes. as amended. and that Permanent Control Points will be set as shown in accordance with said laws. that said survey was made under my responsible direction and supervision and that the survey data shown on said plat complies with all the requirements of said chapter.

Signed this ___ day of _____ 2019.

_____
Harold T. Eiland
Florida Certificate No. 2518
Eiland + Associates. Inc.. LB 1381
615 Blanding Boulevard
Orange Park Florida 272.1000

ADOPTION AND DEDICATION

This to certify that WS WB Holdings, L.L.C., a Virginia limited liability company, hereinafter "Dedicator", is the lawful owner of the lands described in the caption hereon known as Oakland Hills at Eagle Landing, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. Spyglass Hill Lane, Oakland Hills Avenue and Eagle Rock Road are hereby irrevocably dedicated to Clay County, its successors and assigns. All drainage easements and the drainage easements through and over the lakes and filtration systems shown on this plat are hereby irrevocably dedicated to Clay County, its successor and assigns, and are subject to the following covenants which shall run with the land.

The drainage easements hereby dedicated shall permit Clay County, its successors and assigns, to discharge into said lakes and filtration systems which these easements traverse, all water which may fall or come upon all trails, courts, lands and streets, together with all soil, nutrients, chemicals and all other substances which may flow or pass from said trails, courts, lanes and streets, from adjacent land or from any other source of Public Waters into or through said lakes and filtration systems, without any liability whatsoever on the part of Clay County, its successors and assigns for any damage, injuries or losses to persons or property resulting from the acceptance or use of these drainage easements by Clay County, its successors and assigns.

Clay County, its successors and assigns shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the Dedicator or any other person within the area of the lands hereby platted, or of the lakes and filtration systems shown on this plat, but shall have the right to modify the existence of the lakes and filtration systems and that which retains it to effect adequate drainage, including but not limited to, the right to remove any water level control structures or any part thereof. The Dedicator, as owner of the lands described and captioned hereon, shall indemnify Clay County and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of an occurrence in, upon, at or from the lakes and filtration systems described above, or any part thereof, occasioned wholly or in part by any act or omission of the Dedicator, its agents, contractors, employees, servants, licensees or concessionaires with Oakland Hillsat Eagle Landing. This indemnification shall run with the land and the assigns of the Dedicator and shall be subject to it.

None of the foregoing shall prohibit Clay County, from establishing a municipal service taxing unit, municipal service benefit unit, stormwater utility, transportion utility, or any other special assessment/fee system within any subdivision for the furnishing of roads, streets, drainage, or other benefits. Nor shall any of the foregoing prohibit the acceptance for maintenance of roads or common facilities by the Clay County Commission if after any filing of any plat, the facilities to be accepted by the Board for maintenance are upgraded to County acceptance standards by contribution of the local developer or homeowners or by establishment of a municipal service benefit district.

Tracts "A" and "B" (Retention Ponds), Tract "C" (Primary Park), Tracts "D" and "O" (Pocket Parks), Tracts "G", "H", "J", "K", "L", "M", "N", "P", "Q" and "R" (Open Spaces) and Tract "I" (Signage) are hereby retained by the dedicator, provided however, that dedicator reserves the right to convey title to said tracts to an entity, including without limitation, a property owners association, or other such entity that will assume all obligation for maintenance thereof.

IN WITNESS WHEREOF, WS WB Holdings, L.L.C., a Virginia limited liability company, has caused these presents to be executed on behalf of the company on the date shown below.

WS WB Holdings, L.L.C., a Virginia limited liability company
by WB Investment Company, L.L.C., a Virginia limited liability company, its sole Member,
by EWP Entity Management Corporation, a Virginia corporation, its Manager

_____ Witness

_____ Print

_____ Witness

_____ Print

By: _____
Roger Arrowsmith
Senior Vice President

STATE OF FLORIDA. COUNTY OF CLAY

The foregoing instrument was personally acknowledged before me this__day of _____ 2019, by Roger Arrowsmith as senior vice president of EWP Entity Management Corporation, Manager of WB Investment Company, L.L.C., Sole Member of WS WB Holdings, L.L.C.. who is personally known to me or has presented his _____ as identification.

_____
Notary Public, State of Florida

DEPARTMENT OF ECONOMIC AND DEVELOPMENT SERVICES APPROVAL

Approved this ___ day of _____, 2019.

_____
Director

Oakland Hills at Eagle Landing

A Replat of Lot 1, Westbank Plat, according to plat thereof recorded in Plat Book 59, pages 65-69
Section 18, Township 4 South, Range 25 East, Clay County, Florida.

LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE
SHEET 2 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE

GENERAL NOTES

1. Bearings shown hereon are based on the record bearing of S 88°57'49" W for north line of the south 1/2 of Section 18.

2. Notice: This plat, as recorded in its graphic form is the official depiction of the lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form.

3. There may be additional restrictions that are not recorded on this plat that may be found in the public records of Clay County, Florida.

4. Property described hereon lies within Flood Zones "X", according to Federal Emergency Management Agency Flood Insurance Rate Map dated March 17, 2014.

5. Permanent Control Points shown thus: ●

6. Permanent Reference Monuments: 4"x4" Concrete Monument shown thus: · 1/2" I.P., LB 1381 shown thus: O

7. Those easements shown as CEC are hereby irrevocably dedicated to Clay Electric Cooperative, Inc.

8. Those easements shown as CCUA are hereby irrevocably dedicated to Clay County Utility Authority.

9. Tabulated Curve Data shown thus: C1 Tabulated Line Data shown thus: L1

10. All platted utility easements shall also be easements for the construction, installation, maintenance and operation of cable television services; provided, however, no such construction, installation, maintenance or operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.

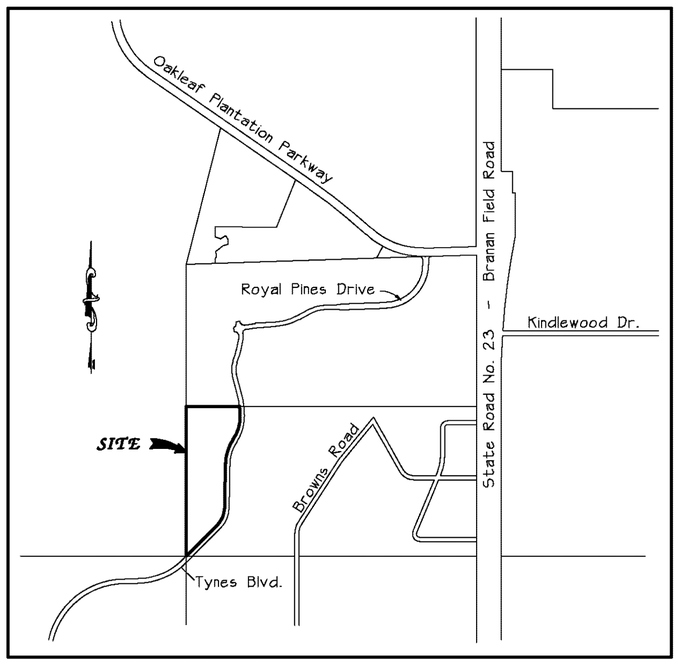
LEGEND

O	Denotes PRM, 1/2" Iron Pipe, LB 1381
●	Denotes PCP, Nail + Disk, LB 1381
·	Denotes 4"x4" Concrete Monument, no I.D. number
CEC	Denotes Clay Electric Cooperative
CCUA	Denotes Clay County Utility Authority
C1	Denotes Curve Number
℄	Denotes Centerline
PC	Denotes Point of Curvature
PI	Denotes Point of Intersection
PT	Denotes Point of Tangency
POC	Denotes Point on Curve
PRC	Denotes Point of Reverse Curve
PCC	Denotes Point of Compound Curve
RP	Denotes Radius Point

BOARD OF COUNTY COMMISSIONERS' APPROVAL

Examined and approved this __ day of _____ , 2019, by the Board of County Commissioners, Clay County, Florida.

_____ _____
Clerk of the Board Chairman of the Board



VICINITY MAP
Not to Scale

COUNTY ENGINEER APPROVAL

Approved this ___ day of _____, 2019.

_____
County Engineer

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he has been retained by Clay County to review this plat on behalf of Clay County, Florida, in accordance with the requirements of Section 177.081(1), Florida Statutes (1998), and has determined that said plat conforms with the requirements of Chapter 177, Florida Statutes. The undersigned did not prepare this plat.

This certificate is made as of the ____ day of _____ 2019.

_____
John M. McLaren
Florida Registration No 5979
6431 Connie Jean Road

CLERK'S CERTIFICATE

I certify that this plat was filed for recording on this ___ day of _____, 2019, in Plat Book__, Pages __ through __ of the public records of Clay County, Florida.

_____
Clerk of the Circuit Court

Eiland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida 32073

Oakland Hills at Eagle Landing

A Replat of Lot 1, Westbank Plat, according to plat thereof recorded in Plat Book 59, pages 65-69
Section 18, Township 4 South, Range 25 East, Clay County, Florida.

LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

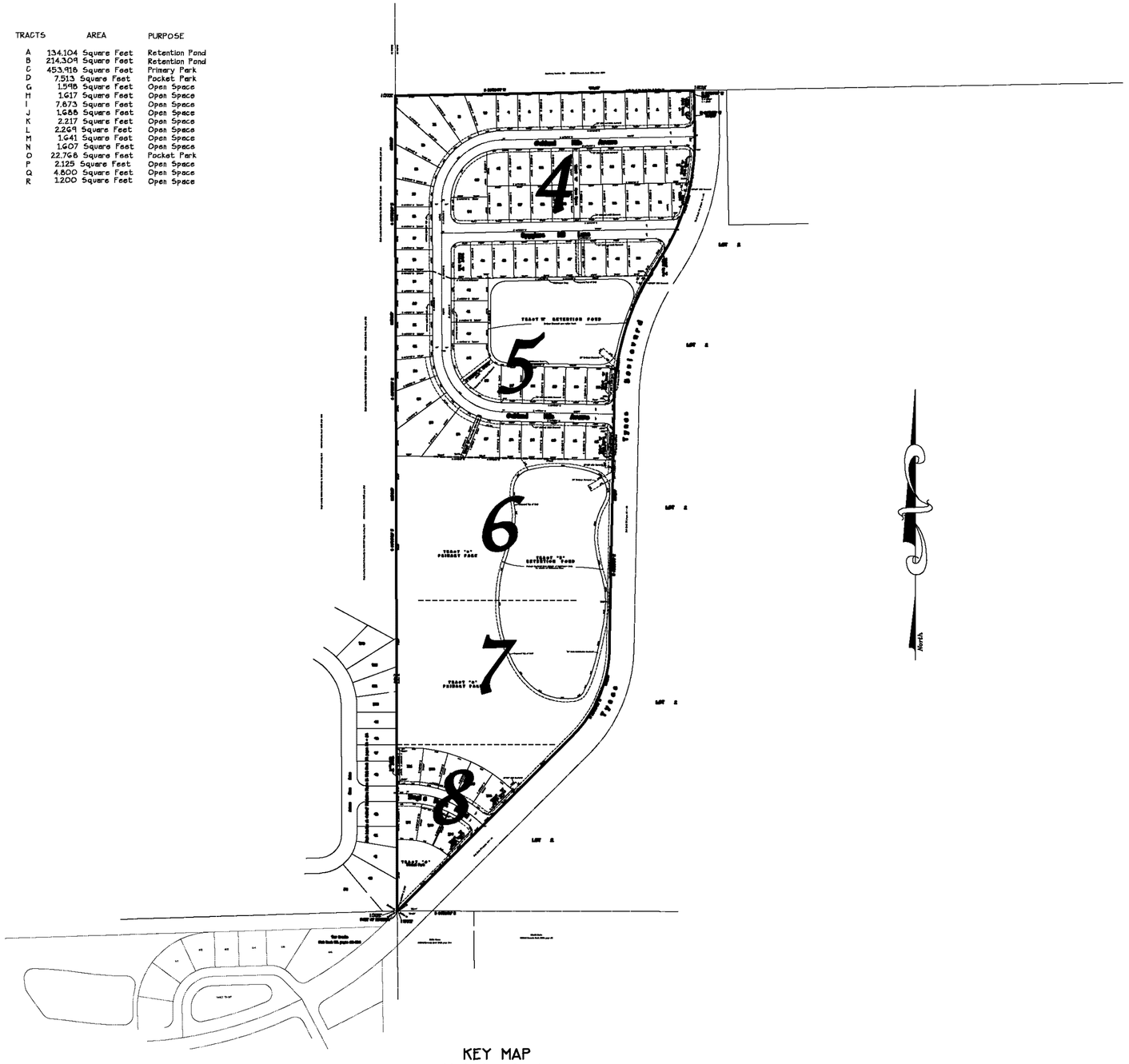
PLAT BOOK PAGE

SHEET 3 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE

LOT	AREA
1	8,380 Square Feet
2	8,400 Square Feet
3	8,400 Square Feet
4	8,400 Square Feet
5	8,400 Square Feet
6	8,400 Square Feet
7	8,400 Square Feet
8	8,400 Square Feet
9	8,400 Square Feet
10	10,277 Square Feet
11	13,590 Square Feet
12	18,519 Square Feet
13	15,331 Square Feet
14	12,217 Square Feet
15	9,606 Square Feet
16	8,400 Square Feet
17	8,400 Square Feet
18	8,400 Square Feet
19	8,400 Square Feet
20	8,400 Square Feet
21	8,400 Square Feet
22	8,821 Square Feet
23	10,572 Square Feet
24	14,819 Square Feet
25	21,957 Square Feet
26	14,889 Square Feet
27	10,809 Square Feet
28	8,400 Square Feet
29	8,400 Square Feet
30	8,400 Square Feet
31	8,400 Square Feet
32	8,398 Square Feet
33	8,516 Square Feet
34	8,400 Square Feet
35	8,400 Square Feet
36	8,400 Square Feet
37	8,400 Square Feet
38	11,269 Square Feet
39	11,288 Square Feet
40	8,400 Square Feet
41	8,400 Square Feet
42	8,638 Square Feet
43	8,400 Square Feet
44	8,400 Square Feet
45	8,400 Square Feet
46	8,400 Square Feet
47	9,600 Square Feet
48	9,600 Square Feet
49	8,400 Square Feet
50	10,808 Square Feet
51	9,000 Square Feet
52	9,000 Square Feet
53	9,000 Square Feet
54	9,000 Square Feet
55	9,000 Square Feet
56	8,400 Square Feet
57	8,400 Square Feet
58	8,400 Square Feet
59	10,045 Square Feet
60	12,537 Square Feet
61	8,276 Square Feet
62	8,400 Square Feet
63	8,400 Square Feet
64	8,400 Square Feet
65	8,400 Square Feet
66	8,400 Square Feet
67	8,400 Square Feet
68	8,400 Square Feet
69	9,220 Square Feet
129	9,139 Square Feet
130	8,779 Square Feet
131	8,712 Square Feet
132	8,537 Square Feet
133	8,511 Square Feet
134	8,511 Square Feet
135	8,511 Square Feet
136	8,447 Square Feet

TRACTS	AREA	PURPOSE
A	134,104 Square Feet	Retention Pond
B	214,309 Square Feet	Retention Pond
C	453,918 Square Feet	Primary Park
D	7,513 Square Feet	Pocket Park
G	1,598 Square Feet	Open Space
H	1,617 Square Feet	Open Space
I	7,873 Square Feet	Open Space
J	1,688 Square Feet	Open Space
K	2,217 Square Feet	Open Space
L	2,259 Square Feet	Open Space
M	1,641 Square Feet	Open Space
N	1,607 Square Feet	Open Space
O	22,768 Square Feet	Pocket Park
P	2,125 Square Feet	Open Space
Q	4,800 Square Feet	Open Space
R	1,200 Square Feet	Open Space



KEY MAP
Not to Scale

GENERAL NOTES

1) Permanent Control Points shown thus: ●
2) Permanent Reference Monument, 4"x4" Conc. Mon. ·
   Permanent Reference Monument, 1/2" I.P., LB1381 ○
3) Tabulated Curve Number shown thus: C1
4) Radial Lot Lines shown thus: (R)
5) Building Restriction Lines shall be as follows:
   minimum front setback = 20'
   minimum rear setback = 10'
   minimum side setback = 5'
   minimum side setback abutting street = 10'
6) Bearings shown hereon are based on N 88°58'49" E for the north line of the South 1/2 of Section 1.
7) All return radii are 30 feet unless noted otherwise.
8) According to the Federal Emergency Management Agency, Flood Insurance Rate Map, dated March 17, 2014, the property shown hereon is situated Flood Zone "X".
9) All platted utility easements shall also be easements for the construction, installation, maintenance and operation of cable television services and broadband internet services; provided, however, no such construction, installation, maintenance or operation of cable television services or broadband internet services shall interfere with the facilities and services of an electric, telephone gas or other public utility. In the event a cable television company or broadband internet company damages the facilities of a public utility, it shall be solely responsible for the damages.
10) CCUA Denotes Clay County Utility Authority.
11) CEC Denotes Clay Electric Cooperative, Inc.
12) Whether depicted on the plat or not, the Dedicator/Owner hereby grants to CEC and CCUA, a ten foot (10') wide perpetual easement for utility services over, under, upon and across all lands lying adjacent to, parallel with, and outside of the areas shown on the plat as drives, places, courts, lanes, or other rights of way.
13) Where a CEC easement crosses an easement or right-of-way granted to CCUA, CEC shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. CCUA shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate CEC's facilities.
14) Where a CCUA easement crosses an easement or right-of-way granted to CEC, CCUA shall have the right to locate its facilities in said joint use easement area, but such use shall be non-exclusive. CEC shall use, occupy, and locate facilities in these joint use areas so as to reasonably accommodate CCUA's facilities.
15) All easements marked CCUA and shown on plat are hereby irrevocably and without reservation dedicated to Clay County Utility Authority "CCUA", its successors and assigns for water and sewer services.
16) All easements marked CEC and shown on plat are hereby irrevocably and without reservation dedicated to Clay Electric Cooperative, Inc. "CEC" for their underground electrical distribution system.
17) P.C. Denotes Point of Curvature
    P.T. Denotes Point of Tangency
    P.C.C. Denotes Point of Compound Curvature
    P.R.C. Denotes Point of Reverse Curvature
    R.P. Denoted Radius Point

Eiland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida 32073

Oakland Hills at Eagle Landing

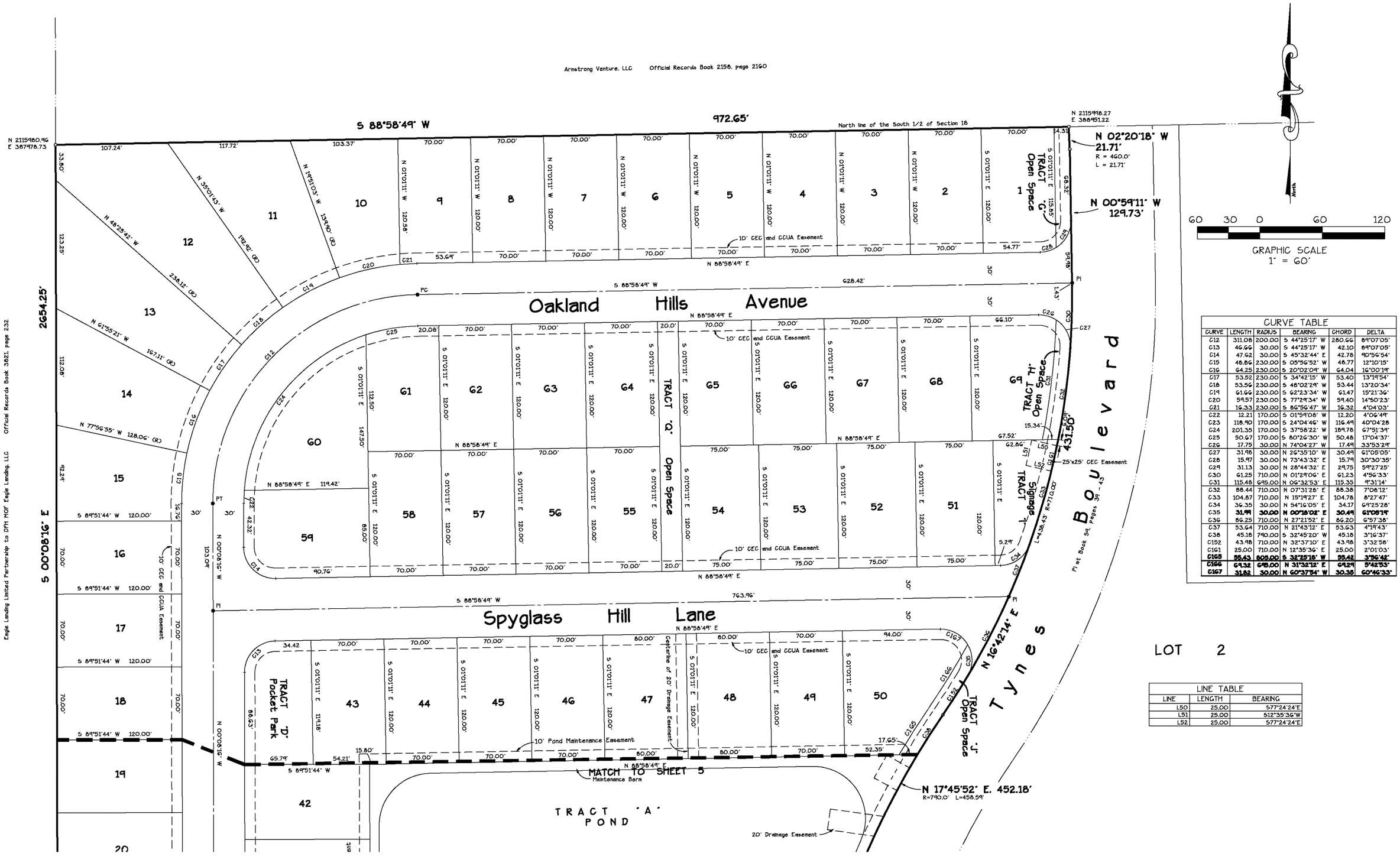
A Replat of Lot 1. Westbank Plat. according to plat thereof recorded in Plat Book 59. pages 65-69
Section 18. Township 4 South. Range 25 East. Clay County. Florida.

LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE

SHEET 4 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE



LOT 2

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C12	311.08	200.00	S 44°25'17" W	280.66	89°07'05"
C13	46.66	30.00	S 44°25'17" W	42.10	89°07'05"
C14	47.62	30.00	S 45°32'44" E	42.78	90°56'54"
C15	48.86	230.00	S 05°56'52" W	48.77	12°10'15"
C16	64.25	230.00	S 20°02'09" W	64.04	16°00'19"
C17	53.52	230.00	S 34°42'15" W	53.40	13°19'54"
C18	53.56	230.00	S 48°02'29" W	53.44	13°20'34"
C19	61.66	230.00	S 62°23'34" W	61.47	15°21'36"
C20	59.57	230.00	S 77°29'34" W	59.40	14°50'23"
C21	16.33	230.00	S 86°56'47" W	16.32	4°04'03"
C22	12.21	170.00	S 01°59'08" W	12.20	4°06'49"
C23	118.90	170.00	S 24°04'46" W	116.49	40°04'28"
C24	201.35	170.00	S 37°58'22" W	189.78	67°51'39"
C25	50.67	170.00	S 80°26'30" W	50.48	17°04'37"
C26	17.75	30.00	N 74°04'27" W	17.49	33°53'29"
C27	31.96	30.00	N 26°35'10" W	30.49	61°05'05"
C28	15.97	30.00	N 73°43'32" E	15.79	30°30'35"
C29	31.13	30.00	N 28°44'32" E	29.75	59°27'25"
C30	61.25	710.00	N 01°29'06" E	61.23	4°56'33"
C31	115.48	695.00	N 06°32'53" E	115.35	9°31'14"
C32	88.44	710.00	N 07°31'28" E	88.38	7°08'12"
C33	104.87	710.00	N 15°19'27" E	104.78	8°27'47"
C34	36.35	30.00	N 54°16'05" E	34.17	69°25'28"
C35	31.99	30.00	N 00°18'02" E	30.49	61°08'19"
C36	86.25	710.00	N 27°21'52" E	86.20	6°57'38"
C37	53.64	710.00	N 21°43'12" E	53.63	4°19'43"
C38	45.18	790.00	S 32°45'20" W	45.18	3°16'37"
C152	43.98	710.00	N 32°37'10" E	43.98	3°32'56"
C161	25.00	710.00	N 12°35'36" E	25.00	2°01'03"
C165	55.43	803.00	S 32°25'16" W	55.42	3°57'48"
C166	64.32	648.00	N 31°32'12" E	64.29	5°41'53"
C167	31.82	30.00	N 60°37'54" W	30.35	60°46'33"

LINE TABLE

LINE	LENGTH	BEARING
L50	25.00	S77°24'24"E
L51	25.00	S12°35'36"W
L52	25.00	S77°24'24"E

The plat lines of the Westbank Plat are coextensive with the plat lines of this replat.

Eiland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida 32073

Oakland Hills at Eagle Landing

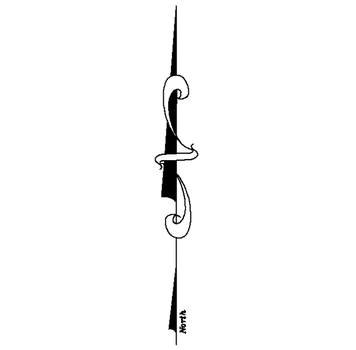
A Replat of Lot 1, Westbank Plat, according to plat thereof recorded in Plat Book 59, pages 65-69
Section 18, Township 4 South, Range 25 East, Clay County, Florida.

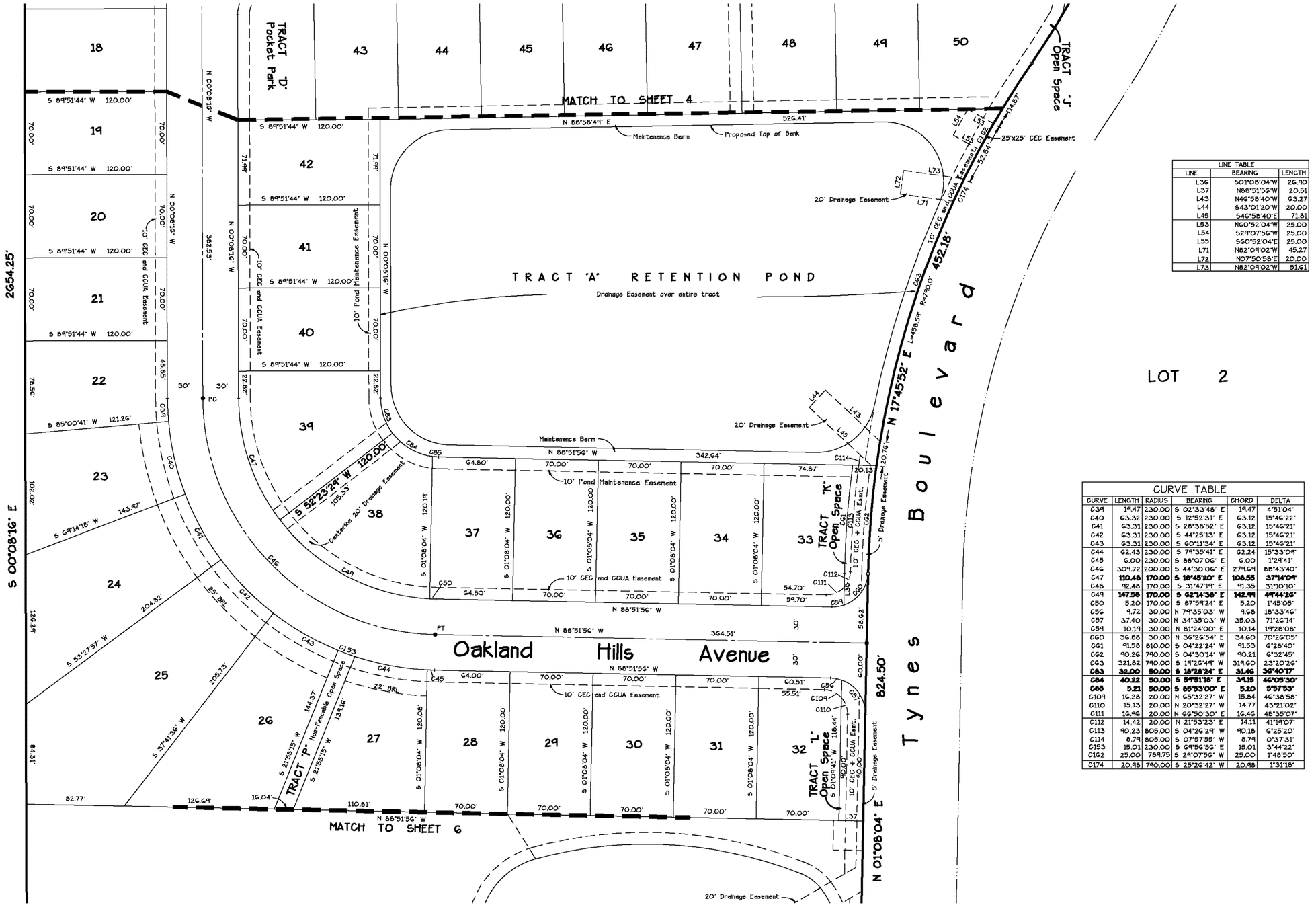
LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE

SHEET 5 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE





LINE TABLE		
LINE	BEARING	LENGTH
L36	S01°08'04"W	26.90
L37	N88°51'56"W	20.51
L43	N46°58'40"W	63.27
L44	S43°01'20"W	20.00
L45	S46°58'40"E	71.81
L53	N60°52'04"W	25.00
L54	S29°07'56"W	25.00
L55	S60°52'04"E	25.00
L71	N82°09'02"W	45.27
L72	N07°50'58"E	20.00
L73	N82°09'02"W	51.61

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C39	19.47	230.00	S 02°33'48" E	19.47	4°51'04"
C40	63.32	230.00	S 12°52'31" E	63.12	15°46'22"
C41	63.31	230.00	S 28°38'52" E	63.12	15°46'21"
C42	63.31	230.00	S 44°25'13" E	63.12	15°46'21"
C43	63.31	230.00	S 60°11'34" E	63.12	15°46'21"
C44	62.43	230.00	S 74°35'41" E	62.24	15°33'09"
C45	6.00	230.00	S 88°07'06" E	6.00	1°29'41"
C46	309.72	200.00	S 44°30'06" E	279.69	88°43'40"
C47	110.48	170.00	S 16°45'20" E	108.55	37°14'09"
C48	92.48	170.00	S 31°47'19" E	91.35	31°10'10"
C49	147.58	170.00	S 62°14'38" E	142.99	49°44'26"
C50	5.20	170.00	S 87°59'24" E	5.20	1°45'05"
C56	9.72	30.00	N 79°35'03" W	9.68	18°33'46"
C57	37.40	30.00	N 34°35'03" W	35.03	71°26'14"
C58	10.14	30.00	N 81°24'00" E	10.14	19°28'08"
C60	36.88	30.00	N 36°26'54" E	34.60	70°26'05"
C61	91.58	810.00	S 04°22'24" W	91.53	6°28'40"
C62	90.26	790.00	S 04°30'14" W	90.21	6°32'45"
C63	321.82	790.00	S 19°26'49" W	319.60	23°20'26"
C83	32.00	50.00	S 18°28'24" E	31.46	36°40'17"
C84	40.22	50.00	S 54°51'16" E	39.15	46°05'30"
C85	5.21	50.00	S 85°53'00" E	5.20	5°57'33"
C109	19.28	20.00	N 65°32'27" W	15.84	46°38'58"
C110	15.13	20.00	N 20°32'27" W	14.77	43°21'02"
C111	16.96	20.00	N 66°50'30" E	16.46	48°35'07"
C112	14.42	20.00	N 21°53'23" E	14.11	41°19'07"
C113	90.23	805.00	S 04°26'29" W	90.18	6°25'20"
C114	8.79	805.00	S 07°57'55" W	8.79	0°37'31"
C153	15.01	230.00	S 69°56'56" E	15.01	3°44'22"
C162	25.00	789.75	S 29°07'56" W	25.00	1°48'50"
C174	20.98	790.00	S 25°26'42" W	20.98	1°31'18"

The plat lines of the Westbank Plat are coextensive with the plat lines of this replat.

Eiland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida 32073

Eagle Landing Limited Partnership to DFM MOF Eagle Landing, LLC Official Records Book 3821, page 232

Oakland Hills at Eagle Landing

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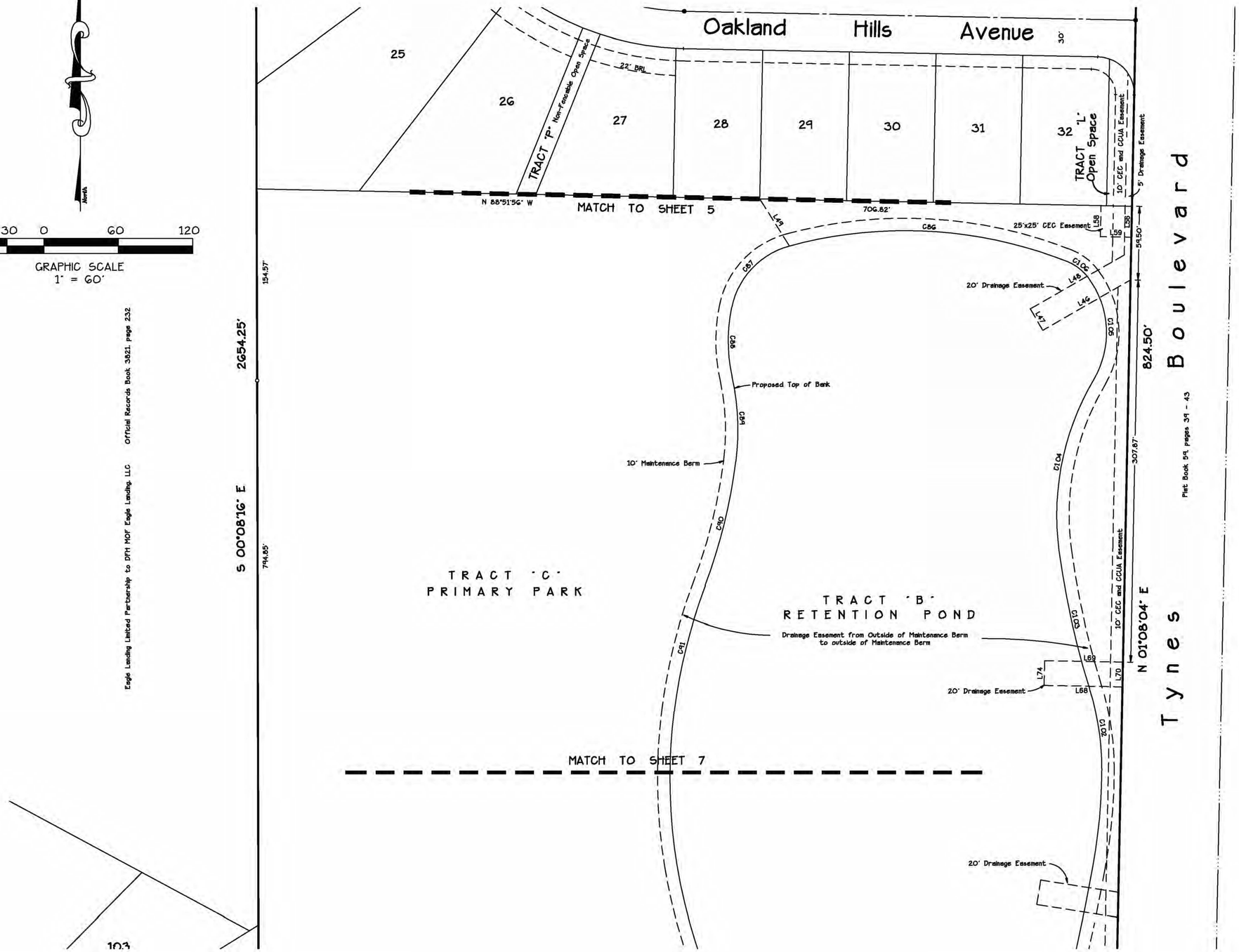
LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE

SHEET 6 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE





LOT 2

LINE TABLE		
LINE	BEARING	LENGTH
L46	S60°06'17"W	81.71
L47	N29°53'43"W	20.00
L48	N60°06'17"E	87.41
L49	S32°07'05"E	44.88
L56	N01°08'04"E	25.00
L57	N88°51'56"W	25.00
L58	S01°08'04"W	25.00
L59	S88°51'56"E	25.00
L68	N88°56'58"W	63.26
L69	N88°56'58"W	63.26
L70	S01°08'04"W	20.00
L74	N01°03'02"E	20.00

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C86	228.26	356.30	N 86°48'58" W	224.38	36°42'25"
C87	71.74	64.92	S 43°10'16" W	68.15	63°19'07"
C88	56.41	135.36	S 00°25'35" E	56.00	23°52'35"
C89	68.28	201.08	N 02°38'15" W	67.95	19°27'16"
C90	103.66	435.69	N 13°54'20" E	103.41	13°37'53"
C91	104.50	442.54	S 13°57'24" W	104.25	13°31'44"
C102	66.40	214.95	N 08°34'15" W	66.14	17°42'01"
C103	114.25	666.89	S 12°30'48" E	114.11	9°48'57"
C104	143.56	215.19	S 11°30'25" W	140.91	38°13'28"
C105	86.97	73.80	N 03°08'27" W	82.02	67°31'13"
C106	22.06	39.95	N 52°43'26" W	21.79	31°38'45"

The plat lines of the Westbank Plat are coextensive with the plat lines of this replat.

Eiland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida 32073

Oakland Hills at Eagle Landing

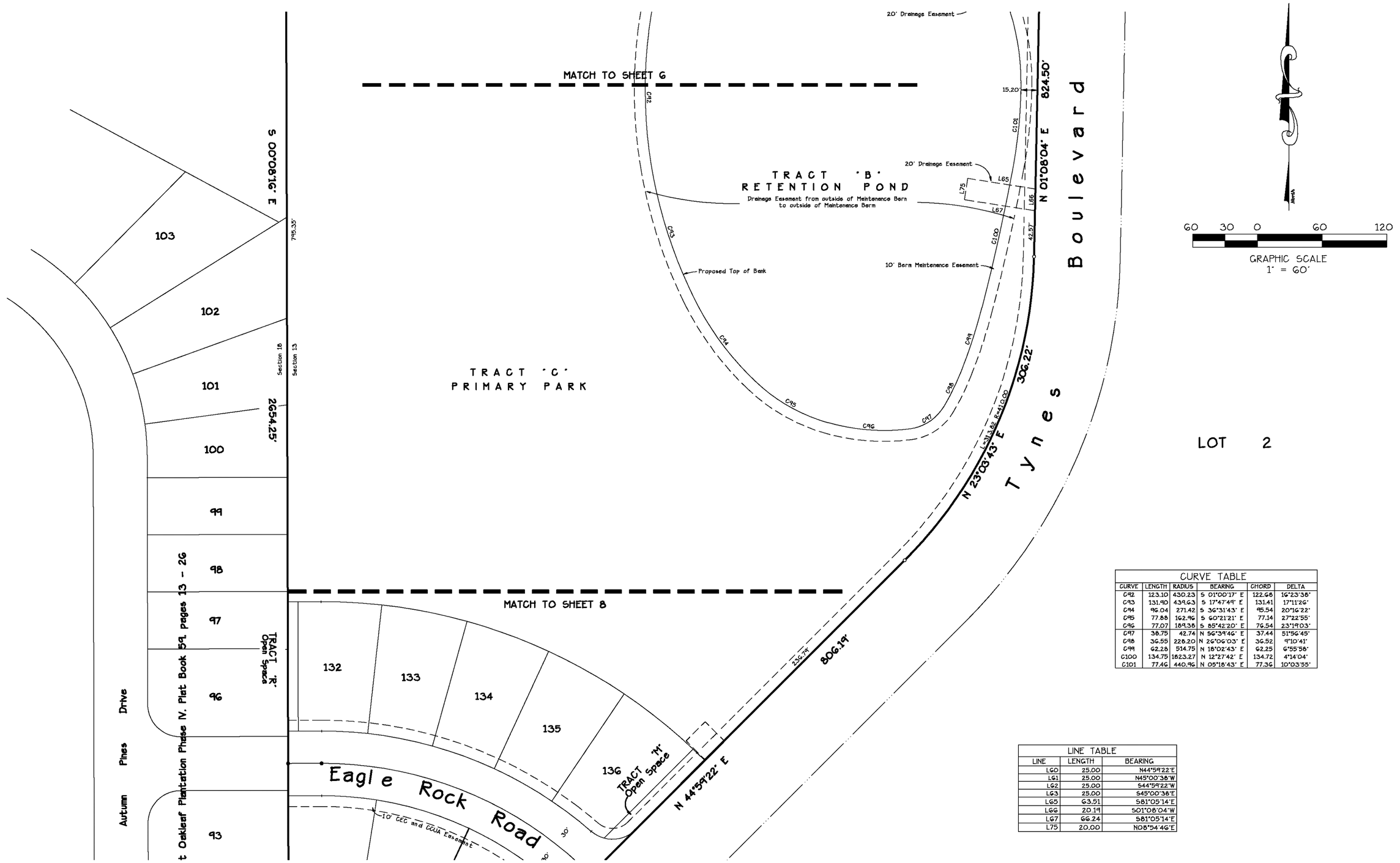
A Replat of Lot 1. Westbank Plat. according to plat thereof recorded in Plat Book 59. pages 65-69
Section 18. Township 4 South. Range 25 East. Clay County. Florida.

LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE

SHEET 7 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE



t Oakleaf Plantation Phase IV. Plat Book 59. pages 13 - 26

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C92	123.10	430.23	S 01°00'17" E	122.68	16°23'38"
C93	131.90	439.63	S 17°47'49" E	131.41	17°11'26"
C94	96.04	271.42	S 36°31'43" E	95.54	20°16'22"
C95	77.88	162.96	S 60°21'21" E	77.14	27°22'55"
C96	77.07	184.36	S 85°42'20" E	76.54	23°19'03"
C97	38.75	42.74	N 56°39'46" E	37.44	51°56'45"
C98	36.55	228.20	N 26°06'03" E	36.52	9°10'41"
C99	62.28	514.75	N 18°02'43" E	62.25	6°55'58"
C100	134.75	1823.27	N 12°27'42" E	134.72	4°14'04"
C101	77.46	440.96	N 05°15'43" E	77.36	10°03'55"

LINE TABLE		
LINE	LENGTH	BEARING
LG0	25.00	N44°59'22"E
LG1	25.00	N45°00'38"W
LG2	25.00	S44°59'22"W
LG3	25.00	S45°00'38"E
LG5	63.51	S81°05'14"E
LG6	20.19	S01°08'04"W
LG7	66.24	S81°05'14"E
L75	20.00	N08°54'46"E

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615 Blanding Boulevard
Orange Park, Florida 32073

Oakland Hills at Eagle Landing

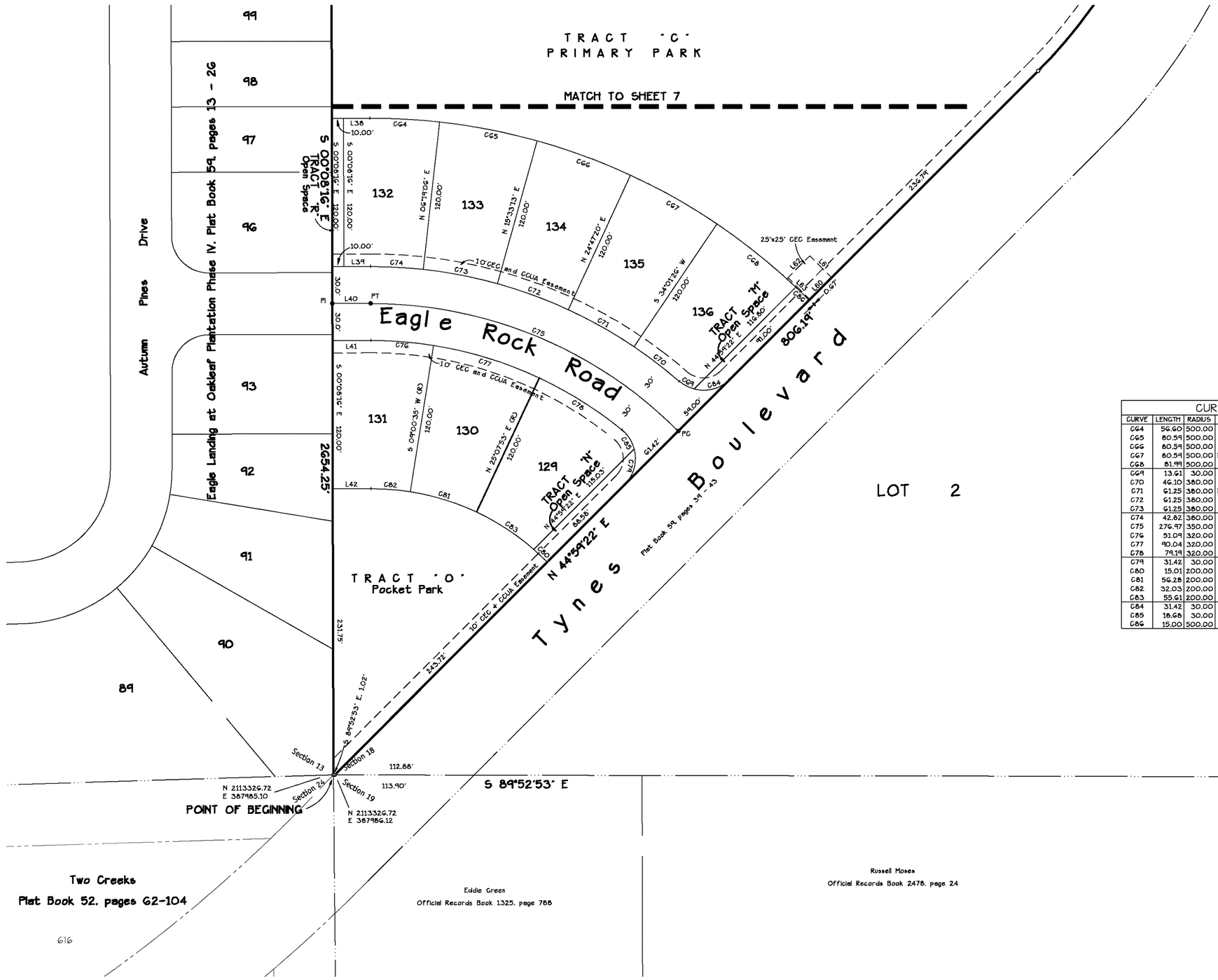
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Section 18, Township 4 South, Range 25 East, Clay County, Florida.

LAND USE	BF-MPC
ZONING	BF-PUD
AREA	40.84 ac ±
No LOTS	77
MIN. LOT SIZE	6000 Sq. Ft.

PLAT BOOK PAGE

SHEET 8 OF 8 SHEETS

TYPE I SUBDIVISION, "BF-PUD" ZONE



LINE TABLE		
LINE	BEARING	LENGTH
L38	S89°51'44"W	20.83
L39	S89°51'44"W	21.09
L40	S89°51'44"W	31.09
L41	S89°51'44"W	31.09
L42	S89°51'44"W	30.99
L60	N44°59'22"E	25.00
L61	N45°00'38"W	25.00
L62	S44°59'22"W	25.00
L63	S45°00'38"E	25.00



60 30 0 60 120

GRAPHIC SCALE
1" = 60'

CURVE TABLE					
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C64	56.60	500.00	N 86°55'28" W	56.57	6°29'07"
C65	80.59	500.00	N 79°03'51" W	80.51	9°14'07"
C66	80.59	500.00	N 69°49'44" W	80.51	9°14'07"
C67	80.59	500.00	N 60°35'37" W	80.50	9°14'07"
C68	81.99	500.00	N 51°16'42" W	81.90	9°23'43"
C69	13.61	30.00	S 62°01'03" E	13.49	25°59'09"
C70	46.10	380.00	N 52°30'01" W	46.08	6°57'05"
C71	61.25	380.00	N 60°35'37" W	61.18	9°14'07"
C72	61.25	380.00	N 69°49'44" W	61.18	9°14'07"
C73	61.25	380.00	N 79°03'51" W	61.18	9°14'07"
C74	42.82	380.00	N 86°54'35" W	42.79	6°27'21"
C75	276.97	350.00	N 67°28'04" W	269.80	45°20'23"
C76	51.09	320.00	N 85°33'51" W	51.03	9°08'50"
C77	90.04	320.00	N 72°55'46" W	89.74	16°07'19"
C78	79.19	320.00	N 57°46'46" W	78.98	14°10'41"
C79	31.42	30.00	N 14°59'22" E	30.00	60°00'00"
C80	15.01	200.00	N 46°18'01" W	15.01	4°18'01"
C81	56.28	200.00	N 72°55'46" W	56.09	16°07'19"
C82	32.03	200.00	N 85°34'44" W	32.00	9°10'36"
C83	55.61	200.00	N 56°54'13" W	55.43	15°55'47"
C84	31.42	30.00	N 74°59'22" E	30.00	60°00'00"
C85	18.68	30.00	N 32°51'02" W	18.38	35°40'47"
C86	15.00	500.00	N 45°43'16" W	15.00	1°43'09"

The plat lines of the Westbank Plat are coextensive with the plat lines of the replat.

Eiland and Associates, Inc.
615 Blanding Boulevard
Orange Park, Florida 32073

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Finance and Audit Committee DATE: 5/13/2019

FROM: Milton Towns, Environmental Services Dept.

SUBJECT: Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Clay County utilizes the non-as valorem Solid Waste Collection Assessment to fund the cost of residential solid waste collection. The assessment is levied against certain residential properties within the Solid Waste and Recovered Materials Collection Services Municipal Service Benefit Unit (MSBU) established by Ordinance No. 2006-53. The Board must approve the assessment rate and adopt the assessment roll annually. This approval follows a public hearing for the Annual Rate Resolution held in August of each year.

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	Collection Assessment Rate FY 19-20	Cover Memo	5/23/2019	Collection_Assessment_Rate_FY19-20_Public.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/22/2019 - 3:26 PM	
County Manager	Mock, Lorin	Approved	5/23/2019 - 8:33 AM	

Curbside Collection Assessment Rate Fiscal Year 2019-20

Recommendation

Staff recommends a rate adjustment for FY20 due to increasing costs

Costs are increasing by roughly 3% per year due to CPI and fuel adjustments

Contract cost represents about 96% of the total budget, TC 2%, Admin 2%

Return to the 2010 & 2011 rate 154.44 current 139.20

Moderate adjustment 1.27 mo 15.24 year

Total SW assessments will be less than the amount paid in 10 of the 13 years since beginning

$4.35/week for waste collection & disposal (G, Recy, YT, & Bulk) $1.45/p-up

Compare	Clay	St Johns	Putnam		Clay	St Johns	Putnam
Total	$226.44	$230.00	$331.00	month	$18.87	$19.17	$27.58

Adjustment is necessary because, for 7 of the 8 years since 2012, we have -

1 Charged homeowners less than the full cost of garbage collection
2 Have essentially been using our savings account to make up the difference
3 Without a rate adjustment, the savings account will be drained next year, 2020

Reserve funds (savings) also used to pay for extra debris cleanup in case of localized events

Best financial practices advocate a fund balance that is 20% of the total annual costs

Should be approximately $2 million for this fund ($10m budget)

Background - how did we get here?

Dec-16 Collection contract was amended - included a 6% cost reduction

Oct-17 Reduced ALL solid waste fees for collection & disposal

Collection assessment lowered to pass on cost reduction to homeowners

2017-19 Over next 3 years used over $1 million of fund balance (savings)

Residential Solid Waste & Recycling Collection Program
(Enterprise Fund 402-3820)

		Collection Assessment[1]		Paid to Contractor		Annual Revenue/Expense		Reserves	
Fiscal Year	Est.[3]	Annual Amount	Monthly Rate	Annual Amount	Monthly Rate	Revenue	Expense	Yearly	Total
06/07[2]		$ 110.00	$ 12.22	$ 97.92	$ 10.88	$ 6,671,772	$ 5,958,888	$ 712,883	$ 712,883
07/08		$ 146.00	$ 12.17	$ 133.32	$ 11.11	$ 8,470,817	$ 8,262,781	$ 208,036	$ 920,919
08/09		$ 150.00	$ 12.50	$ 138.36	$ 11.53	$ 8,917,917	$ 8,480,382	$ 437,535	$ 1,358,454
09/10		$ 154.44	$ 12.87	$ 136.68	$ 11.39	$ 9,196,523	$ 8,453,301	$ 743,222	$ 2,101,676
10/11		$ 154.44	$ 12.87	$ 136.68	$ 11.39	$ 9,177,393	$ 8,670,954	$ 506,439	$ 2,608,115
11/12		$ 139.44	$ 11.62	$ 136.68	$ 11.39	$ 8,364,059	$ 8,864,202	$ (500,142)	$ 2,107,972
12/13		$ 146.40	$ 12.20	$ 138.72	$ 11.56	$ 8,906,676	$ 9,082,256	$ (175,579)	$ 1,932,393
13/14		$ 146.40	$ 12.20	$ 139.92	$ 11.66	$ 8,933,847	$ 9,273,278	$ (339,431)	$ 1,592,962
14/15		$ 146.40	$ 12.20	$ 141.18	$ 11.77	$ 9,004,322	$ 9,262,401	$ (258,079)	$ 1,334,884
15/16		$ 146.40	$ 12.20	$ 134.60	$ 11.22	$ 9,146,482	$ 8,727,812	$ 418,670	$ 1,753,554
16/17[4]		$ 139.20	$ 11.60	$ 134.19	$ 11.18	$ 8,771,684	$ 8,831,740	$ (60,056)	$ 1,693,498
17/18		$ 139.20	$ 11.60	$ 136.23	$ 11.35	$ 9,040,956	$ 9,294,346	$ (253,390)	$ 1,440,108
18/19	Proj.	$ 139.20	$ 11.60	$ 137.97	$ 11.50	$ 9,000,120	$ 9,722,429	$ (722,309)	$ 717,799
19/20	est.	$ 154.44	$ 12.87	$ 138.84	$ 11.57	$ 10,198,623	$ 9,864,803	$ 333,820	$ 1,022,924
20/21	est.	$ 154.44	$ 12.87	$ 141.99	$ 11.83	$ 10,387,610	$ 10,129,470	$ 258,140	$ 1,281,064
19/20	0%	$ 139.20	$ 11.60	$ 138.84	$ 11.57	$ 9,194,206	$ 9,856,864	$ (662,658)	$ 26,446

Note:
[1] Residential Assessment Resolution #06/07-14 provides that the assessment rate not exceed $161.00
[2] Annual assessment rate of $146.66 reduced for nine month period (January - September) at inception
[3] "Est." reflects projected budget amounts
[4] Collection assessment rate reduced to decrease fund balance

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/23/2019

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	BCC Memo Discussion of purchase of parcels of property	Cover Memo	5/23/2019	possible_purchase_of_two_parcels.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/23/2019 - 3:26 PM	
County Manager	Mock, Lorin	Approved	5/23/2019 - 3:35 PM	

County Attorney's Office
Board of County Commissioners
Post Office Box 1366
477 Houston Street, 2nd Fl.
Green Cove Springs, FL
32043-1366

Phone (904) 269-6377
(904) 284-6377
Fax (904) 269-6346
(904) 284-6346

County Attorney
Courtney K. Grimm
Courtney.Grimm@claycountygov.com

Chief Assistant County Attorney
Frances J. Moss
Fran.Moss@claycountygov.com

Assistant County Attorney
Jody L. Brooks
Jody.Brooks@claycountygov.com

Commissioners
Mike Cella
Chairman, District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollins
District 4

Gayward F. Hendry
Vice Chairman, District 5

www.claycountygov.com

May 23, 2019

MEMORANDUM

To: Board of County Commissioners

From: Courtney K. Grimm, County Attorney

Re: Discussion regarding purchase of parcels of property and request to use the alternative notice procedure provided for in Section 2.175 of the Clay County Code for one or more of such parcels that may be specifically identified by the Board

The County's Facilities Operations and Maintenance Department is exploring the purchase of a couple of parcels of property for the County's use. In connection with the Department's review, direction of the Board is requested as to whether to continue its exploration and, if found feasible, to seek to negotiate potential purchase terms.

If the Board's direction is to proceed forward, action is then requested with respect to either or both properties, which shall be specifically identified, to use the alternative procedure provided for by Section 2.175 of the Clay County Code. When the County wishes to purchase real property, Section 125.355, Florida Statutes, provides that there must first be advertised a notice of a public hearing to consider entry into the agreement. The time for notice in the statute is thirty days. However, if the Board votes to follow the provisions of Section 2.175 of the Clay County Code the time for advertised notice for the public hearing to consider entry into the contract for the purchase of the property is reduced from 30 days to 5 days. In order for a motion to utilize the alternative procedure to pass, Section 2.175 requires the vote be approved by a super majority of the quorum of the Board at any regular or special meeting. A quorum of the Board is three members so a supermajority of a quorum would be two members.

CKG/dpr

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Commissioners DATE:

FROM: Purchasing Dept.

SUBJECT: Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Facility Restoration Project. The grant requires a 50% match ($150,000). Additional approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds. The application deadline for this grant is June 1, 2019.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Scope of the project includes repairs to:
Windows, stucco, concrete, steps and columns.
Estimated repair cost = $300,000

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

In FY 19/20 Budget

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description	Type	Upload Date	File Name
🗋	Application_Public	Cover Memo	5/24/2019	application_for_agenda.pdf

Resolution_Public	Cover Memo	5/24/2019	CLAY_COUNTY_RESOLTION.pdf	

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/24/2019 - 9:39 AM	
County Manager	Mock, Lorin	Approved	5/24/2019 - 10:45 AM	

Clay County Board of County Commissioners

Project Title: Clay County Historical Courthouse Facility Restoration Project

A. Organization Information Page 1 of 9

Applicant Information

a. **Organization Name:** Clay County Board of County Commissioners
b. **FEID:** 59-6000553
c. **Phone number:** 904.278.3735
d. **Principal Address:** 477 Houston Street Green Cove Springs, 32043
e. **Mailing Address:** PO Box 1366 Green Cove Springs, 32043
f. **Website:** www.claycountygov.com
g. **Organization Type:** County Government
h. **Organization Category:** Government: Other
i. **County:** Clay
j. **DUNS number:** 0046864030000

1. Designated Project Contact *

First Name

Karen

Last Name

Thomas

Phone

Email

karen.thomas@claycountygov.com

2. Authorized Official *

First Name

Mike

Last Name

Cella

Phone

904.278.3735

Email

Mike.Cella@claycountygov.com

3. Applicant Grant Experience and History

Has the applicant received previous grant assistance within the past five years from any source? *

◉ Yes

○ No

If yes, for each grant specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status. Make sure to include any grants awarded by the Division or other State grants.

#	Previous Grant Year	Previous Grant Number.	Previous Grant Project Name	Previous Granting Entity	Previous Grant Amount	Open/Closed
1	2019	19-BG-21-04-20-01-012	EMPA Base Grant	Div of Emergency Mgmt	$10,580,600	Open
2	2019	19-FG-AF-04-20-01-132	EMPG Grant	DHS/FEMA	$72,562	Open
3	2019	19-ST-07	State Aid to Libraries	Dept of State	$60,000	Open
4	2019	10470	SWEAT Program	Dept of Juvenile Justice	$250,000	Open

4. Proposed Project Team *

#	Name	Project Role Title	% of Time	Email	Phone/Ext.
1	James Householder	Project Manager	20	james.householder@claycountygov.com	904.269.6300.____
2	Karen Thomas	Grant Administrator	80	karen.thomas@claycountygov.com	904.278.3735.____

5. Applicant staffing and hours *

Select the option that best describes your organization.

- (●) Organization is open at least 40 hours per week and has at least one paid staff member in a management position
- ( ) Organization has some paid staff but they are not full-time
- ( ) Organization is open part-time and has volunteer staff

B. Project Information Page 2 of 9

1. Project Type *

Select the project type for which grant funds are requested. If you are unsure of which type to select, please refer to the definition beneath each project type.

◉ Development Projects

Development activities geared at preservation of properties open to the public, including: restoration, rehabilitation, reconstruction, and site-specific planning required for these activities Exception: Activities on religious properties are limited to building exterior envelope, excluding accessibility upgrades, and structural elements of the building.

○ Archaeological Research Projects

Archaeological research projects including: research and field investigations tied to large area surveys or excavation, analysis and publication of findings.

○ Museum Exhibit Projects

Museum exhibit projects for Florida history museums, including: research of exhibit content, exhibit design, fabrication, and installation.

○ Acquisition Projects

Acquisition of a single historic property or archaeological site, or group of such, in which all the resources have the same owner. For archaeological sites, an exception to the single owner provision may be made if the archaeological site extends on land that is contiguous, but owned by different property owners.

2. Project Title and Location Information

The title should reflect the name of the property, site, area, museum, or exhibit, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Smith House Rehabilitation, South Mill Archaeological Excavation, etc.)

Project Title - 250 characters maximum *

Clay County Historical Courthouse Facility Restoration Project

Name of Property (if applicable)

Clay County Historical Courthouse

Street Address (primary location where the proposed project will be carried out) - 250 characters maximum

915 Walnut Street

City (location of the proposed project) - 250 characters maximum *

Green Cove Springs

Primary County (location of the proposed project)

Clay

3. Additional Counties Served

Select any additional counties the project will serve.

- ☑ Alachua
- ☑ Baker
- ☑ Bradford
- ☑ Clay
- ☑ Duval
- ☑ Flagler
- ☑ Nassau
- ☑ St. Johns
- ☑ Volusia

C. Historical Significance Page 3 of 9

1. Historical Designation

Indicate the type of historical designation currently held by the historic resource. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, provide the date that the property, site or district was listed. Should you have questions regarding the National Register status of a property or site, contact the Division's National Register Staff at 1.800.847.7278 or 850.245.6300.

Type of Historical Designation *

- ☑ Individual National Register Listing(s)
- ☑ Individual Local Designation
- ☑ Local Designated District -Contributing Resources

Historical Designation details

#	Property Name	Date Designated
1	Clay County Courthouse	2/3/1975
2	City of Green Cove Springs Historical Triangle which includes the Historical Courthouse	3/1/2006

2. Historical Significance

Explain the historic significance of the property, site, or resource(s) that is the subject of the proposed project - (Maximum characters 1500.)

The Historical Clay County Courthouse is owned and operated by the Clay County Board of County Commissioners and the Clerk of the Court and is located within the City of Green Cove Springs Historical Triangle. Historic Presence is preserved and protected by all parties named herein.

For Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 8ES1234). For Multiple site forms, just separate with a semicolon (;). If no FMSF form exists, applicants may be required to complete one as part of the requirements in a grant award agreement.

8CL00038

For Historic Property, Indicate Year of the Original Construction (enter Year only)

1889

For Historic Property, Date(s) and Description of Major Alterations - (Maximum characters 300.)

A wing was added to the eastside of the building resembling the original architecture in 1928. A one-story wing was added to the west side of the building in 1959. Stucco of the entire original building and east wing took place in 1957.

Indicate Current Use of Historic Property and Proposed Use - (Maximum characters 300)

Teen court trials and classes, Historical Commission Meetings, museum/historical displays, filming and miscellaneous events such as weddings, tours, swearing in ceremonies and other miscellaneous meetings.

For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation - (Maximum characters 300.)

D. Project Specifics Page 4 of 9

1. Scope of Work - (Maximum characters 5000) *

In the space provided below, briefly describe the scope of work for the project for which funding is requested. List the work items that will be completed during the grant period using the funds requested and the required match.

Work will include restoration of exterior walls, repair and replacement of damaged and/or cracked stucco, lathe, and substrate to return the stucco wall and architectural details to an as new condition. The end product will be stucco surface that protects the structure from any penetration of water. Restoration of deteriorated windows work will include the removal and repair of rotten window sills and replacement of window glazing on original window units. The end product will be window units that are sound and free of leaks. Work related to the restoration of deteriorated concrete, steps and columns will include the removal and replacement of cracked concrete on front entrance, grouting of front steps and the restoration of columns on the front and East addition entrances. The end product will be safe and serviceable concrete steps and restored columns. All tasks will be accomplished by a licensed contractor.

2. Tentative Project Timeline (remember this is a 24 month grant period) *

Please specify the start and end month and year below; indicate all major elements of the project for which funding assistance is requested, the anticipated time required to complete each element, and the planned sequence of these activities. Grants, if awarded, will begin July 1 of the year funds are appropriated. **Projects should be completed within 24 months.**

#	Work Item	Starting Date	Ending Date
1	Window(s) repair	7/1/2020	11/30/2020
2	Stucco Repair	12/1/2020	12/31/2020
3	Concrete, steps, column repairs	1/1/2021	3/31/2021
4	Final inspection and closeout report	4/1/2021	4/20/2021

3. Development Projects

Provide the estimated total square footage of the structure (the house or building, for example):

11,667

Provide measurable quantities for each work item listed in the Scope of Work (square footage, linear footage, unit counts, etc.): - (Maximum characters 3500)

For example: square footage of floors to be refinished or walls to be repainted, linear footage of trim to be replaced, etc. If an element is not measureable in square feet, provide quantities (example: replace 15 door knobs):

The facility structure has approximately 1,600 sq ft of windows, 7,700 sq ft of exterior walls (stucco/paint), 154 sq ft of concrete/steps, and 4 cast iron columns.

Will you be hiring or contracting with professional architectural or engineering services to assist with the restoration work?

◉Yes

○No

If no professionals are projected to be hired, explain why. (Maximum characters 500)

E. Budget and Match Page 5 of 9

1. Rural Economic Development Initiative (REDI) Reduction of Match Requirements

Applicants with projects located in counties or communities that have been designated as a rural community in accordance with Section 267.0617, Florida Statutes, may request a may request a reduction of match to 25% of the requested amount. (State agencies, state colleges, and state universities are not eligible for a REDI match reduction, regardless of project location.)

Are you requesting a reduction?

Are you requesting a reduction?

Is my project in a REDI Community?

○ Yes

◉ No

Are you a state agency, state college, or state university?

○ Yes

◉ No

2. Project Budget and Match

Grant Funds and Match *

List your work items and associated estimated expenses and how they will be paid (from match, the grant, or both). Only include expenses that are specifically related to the project. Refer to the program Guidelines for examples of non-allowable expenses (available at Flheritage.com/grants). Expenses may include an actual amount to be paid or the value of an in-kind contribution.

Special Category grants require a 100% (i.e., 1:1) match unless exempted as per the program Guidelines. Organizations applying for projects located within REDI Communities are eligible for the match reduction (to 25% of the grant amount request); exception: applicants that are agencies of state, state colleges and state universities are not eligible for the REDI match reduction.

Round amounts to the nearest dollar. Rows must have a value in Grant Funds, or Cash Match, or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

The amount of grant funds requested in this application will be the total in the "Grant Funds" column. The total amount of the "Cash Match" column must equal or exceed 25% of the total combined match (cash and in-kind).

#	Work Item	Grant Funds	Cash Match	In-Kind Match	Total
1	Stucco repair and paint	$60,000	$60,000	$0	$120,000
2	Window restoration	$70,000	$75,000	$0	$145,000
3	Masonry repairs, steps and column restoration	$20,000	$15,000	$0	$35,000
	Totals:	**$150,000**	**$150,000**	$0	**$300,000**

Grant Funds Requested

$150,000

Total Match Amount

$150,000

Total Project Budget

$300,000

Additional Budget Information/Clarification - (Maximum characters 2500.)

Use this space to provide additional detail or information about the proposal budget as needed. For example, where the relationship between items in the budget and the objectives of the proposed project may not be obvious, provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

3. Completed Project Activities.

#	Activity Description	Date Completed	Cost Value
1	Staff has completed a site assessment of the areas of the facility that need to be restored/repaired as well as reviewed cost estimates and best methods of restoration.	5/1/2019	$450

4. Operating Forecast - (Maximum characters 500.)

Describe source(s) of funding for necessary maintenance, program support, and/or additional expenses warranted to sustain the proposed project after the grant period.

Clay County Building Maintenance staff along with any necessary annual maintenance contracts will be available and provide on going maintenance and up keep of the facility.

F. Property Information Page 6 of 9

1. Property Ownership.

Enter name of the Property Owner and choose the appropriate owner type. If applicant is not the owner of the property, the applicant must secure Property Owner concurrence. The applicant shall provide a letter from the Property Owner that documents that the applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding. This letter shall be uploaded in the Support Materials section of this application.

Does your organization own the property?

- (●) Yes
- ( ) No

Property Owner

Clay County Board of County Commissioners

Type of Ownership

- ( ) Non-Profit Organization
- ( ) Private Individual or For-Profit Entity

Note: Properties owned by private individuals or for-profit entities are not eligible for grant funding with the exception of Acquisition projects and site-specific Archaeological Research projects being undertaken by an eligible applicant organization. For Acquisition projects in which the current owner is a private individual or a for-profit entity, the owner must provide a signed commitment to donate or sell the property to the applicant. Donation or sale must occur during the grant period.

- (●) Governmental Agency

2. Threats or Endangerment - (Maximum characters 1500.)

Discuss the immediate endangerment to the historic property, including existing or potential threats of loss or damage to the property, site, or information, as consequence of issues such as inaction, deterioration, mass movement, impending demolition, or encroaching development Documentation material, such as newspaper articles or public notices, are to be uploaded in the Support Materials section of this application.

Continued deterioration of the facility in general. Water leakage that could create further damage to both the inside and outside of the facility. (minutes are attached describing concerns should necessary repairs are not made)

G. Protection and Impact Page 7 of 9

1. Local Protection

Indicate the level(s) of local protection currently afforded the project historic property or site and upload a copy of the local protection documents in the Support Materials section of this application.

Local Protection Level(s). *

☑ Maintenance Agreement
☑ Other

2. Annual Visitation

What is the estimated or anticipated Annual Visitation for the project property or site?

6,500

What is the basis of these estimates? - (Maximum characters 200.)

Teen Court Annual Visitation (participants, judges, volunteers), Historical Commission Meetings, Fallen Warriors Monument Committee Meetings, Miscellaneous events (weddings, tours, meetings, swearing in ceremonies, filming, Veterans Ceremonies etc.)

3. Anticipated Economic Impact - (Maximum characters 1500.)

Explain the direct economic impact this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known.

Direct impact will be to the Historical City of Green Cove Springs area. Impacts will be seen through the tourism and film industry as well as drawing residential and commercial opportunities to this lovely historical area and the surrounding community. The museum located within the Court House along with the Clay County Fallen Warriors Monument constructed on the outside of the facility is expected to have an indirect economic impact on this location through tourism.

4. Benefit to Minorities and the Disabled - (Maximum characters 1500.)

Describe any direct benefit the project will have on minority groups and/or the disabled. Include any alterations to the site that will make the site more accessible to the public. If project includes media content, describe accessibility methods to be used (e.g. voice over, closed captioning, etc.)

Repair, improvements and maintenance work to existing sidewalks has already taken place and will continue for access to the building facility and the Clay County Fallen Warriors Monument Site. The monument site draws many military members, veterans, and families to explore and visit the monument site and historical courthouse. Annual events such as the Vietnam Veterans Ceremony takes place at this location. These improvements are going to improve safety and allow for better accessibility to the public.

5. Educational Benefits and Public Awareness - (Maximum characters 1500.)

Explain how the proposed project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation.

One of the most important education benefits is the Teen Court Program that is located in the Historical Courthouse. This is historic in that we are the only Teen Court Program in the nation to hold court in our very own courthouse, which also has a rich history of Clay County that is being instilled in the future leaders of our community, state and nation. Additional information about the Teen Court Program can be found on the attached document. The Clay County Fallen Warriors Monument Site provides information related to Clay County fallen warriors and those that have paid the ultimate sacrifice. Through this restoration project, the public will become aware of how the State and County value and support the importance of restoring and maintaining Florida history and historic preservation.

H. Support Materials Page 8 of 9

1. Non-Profit Status

2. Substitute W-9 Form

(available at DFS website https://flvendor.myfloridacfo.com)

3. Documentation of Confirmed Match

Consult the program Guidelines for suitable documentation evidencing match (Flheritage.com/grants)

4. Letters of Support

5. Photographs

6. Representative Image

Upload a single representative image of the property or project that will be used in the application review meeting. For historic properties, this should be an image of the front of the building.

7. Architectural Drawings (for Development Projects only, if available)

8. Appraisal(s) and Purchase Documents (for Acquisition Projects only)

If your appraisal values the property at more than $500,000, submit a second appraisal with the first, together with all required purchase documents, as one file.

9. Archaeological Supporting Documents (for Archaeological Research Projects only)

Curricula vitae for principal investigator and other key personnel.

10. Exhibit Supporting Documents (for Museum Exhibit Projects only)

Include curricula vitae for all key project research and exhibit development personnel, if known. If objects are to be loaned from other institutions/individuals or the exhibit is designed to travel, include letters of confirmation/commitment.

11. Documentation of Threat or Endangerment

12. Local Protection

Provide copies any documents that provide local protection of the project site as identified in question G.1.1.

13. Owner Concurrence Letter

Provide a letter that documents that the applicant has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. Note that, for other than Acquisition or site-specific Archaeological Research projects being undertaken by an eligible applicant, the owner must be a Non-profit Organization or agency of government.

14. Optional Materials

Applicants may attach materials not specifically requested by the Division that support the application.

I. Review and Submit Page 9 of 9

1. Review and Submit *

☐ I hereby certify that I am authorized to submit this application on behalf of Clay County Board of County Commissioners and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Guidelines Certification *

☐ I hereby certify that I have read and understand the guidelines and all application requirements for this grant program as outlined under section , Florida Statutes 267.0617 and 1A-39.001, Florida Administrative Code.

Signature (Enter first and last name) *

CLAY COUNTY RESOLUTION # _____

RESOLUTION APPROVING APPLICATION FOR HISTORIC PRESERVATION GRANT PROGRAM AND GUARANTEE OF MATCHING FUNDS

WHEREAS, in order to apply to the State of Florida, Department of State, Division of Historical Resources for the FY 2020-2021 Historic Preservation Grants Program, the County must prepare and approve a resolution providing matching funds; and

WHEREAS, Clay County will use these funds to make improvements to the Clay County Historic Courthouse; and

WHEREAS, the Board recognizes that the application for this grant requires a commitment to implement the project if funding is awarded and to provide 50% match funding of $150,000.

NOW, THEREFORE, BE IT RESOLVED by the Clay County Board of County Commissioners, that application for the FY 2020-2021 Historic Preservation Grant from the State of Florida, Department of State, Division of Historic Resources is approved and may be submitted.

BE IT FURTHER RESOLVED by the Clay County Board of County Commissioners, that the County will dedicate matching funds in the amount of $150,000 for the Historic Preservation Grant. The matching funds will be available within the Facilities and Maintenance Division Budget under Repairs and Maintenance, will be earmarked, and will be made available upon award of the grant.

This Resolution is approved as of the 28th day of May, 2019.

Attest:

Board of County Commissioners Clay County, Florida:

_____
Lorin L. Mock, Acting County Manager
and Clerk of the Board

_____
Mike Cella, Chairman

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/22/2019

FROM: Courtney K. Grimm

SUBJECT:

AGENDA ITEM TYPE:

ATTACHMENTS:

	Description	Type	Upload Date	File Name
	BCC Memo_Public	Cover Memo	5/24/2019	_BCC_Memo.pdf
	Ordinance_public	Cover Memo	5/24/2019	Ordinance.pdf
	Analysis of Transporation Funding Issues	Cover Memo	5/24/2019	3._Analysis_of_Transportation_Funding_Issues_(1).pdf
	Table of Road Impact Fees Rates_Public	Cover Memo	5/24/2019	Table_of_Road_Impact_Fees_Rates.pdf

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Radomski, Samantha	Approved	5/23/2019 - 4:26 PM	Item Pushed to Agenda

County Attorney's Office
Board of County Commissioners
Post Office Box 1366
477 Houston Street, 2nd Fl.
Green Cove Springs, FL
32043-1366

Phone (904) 269-6377
(904) 284-6377
Fax (904) 269-6346
(904) 284-6346

County Attorney
Courtney K. Grimm
Courtney.Grimm@claycountygov.com

Chief Assistant County Attorney
Frances J. Moss
Fran.Moss@claycountygov.com

Assistant County Attorney
Jody L. Brooks
Jody.Brooks@claycountygov.com

Commissioners
Mike Cella
Chairman, District 1

Wayne Bolla
District 2

Diane Hutchings
District 3

Gavin Rollins
District 4

Gayward F. Hendry
Vice Chairman, District 5

www.claycountygov.com

May 23, 2019

MEMORANDUM

To: Board of County Commissioners

From: Courtney K. Grimm, County Attorney

Re: 5:00 p.m. Final Public Hearing on an amendment to Clay County Ordinance 2017-30, as amended, (the Amended Road Impact Fee Ordinance) to adopt a modified impact fee study and to increase the transportation impact fee rates

Presented for the Board's review is an amendment to the Clay County Amended Road Impact Fee Ordinance. The changes in the Ordinance provisions are shown in strike through and underline. Generally, the changes reflect a change in the impact fee rate from a volume to capacity (v/c) ratio of 1.0 to a v/c ratio of .65 resulting in increased impact fees due on development. The changes also reflect the elimination of transportation concurrency. In addition, the current Impact Fee Study has been modified to reflect the calculations for a v/c ratio of .65. The modifications to the Study are not the result of any updates or revisions of the data which supports the original impact fee rates, but are the result of a mathematical application of a lower v/c percentage.

Specifically, the material changes are as follows (sections with clerical or ministerial changes are not listed):

Section 1. Definitions.

The changes to the definitions listed are for the purpose of making them consistent throughout the land development code, and to reflect the elimination of transportation concurrency.

Section 3. Impact Fee Study.

This amendment serves to adopt the Modified Impact Fee Study as the basis for the imposition of the increased impact fees. The Modified Impact Fee Study will be included in Appendix A to the Ordinance. The pages of the Impact Fee Study which are being modified in this Ordinance are attached to this memorandum.

Section 4. Imposition of the impact fee.

This amendment imposes the increased impact fees resulting from the application of the v/c ratio of .65 on new Road Impact Construction in the County and also adopts the Road Impact Fee Rate Schedules included in Appendix C to the Ordinance.

Section 6. Economic Development Mitigation Program.

The amendment to the Economic Development Mitigation Program retains the 100% subsidy of impact fee obligations arising out of QTI business construction but reduces the wage requirement for economic development mitigation agreements with QTI employers from 115 percent of the Clay County average wage to 101 percent. At the time the original impact fee ordinance was adopted, this provision mirrored the County's minimum wage requirement for QTI employers seeking economic development grants from the County. Since that time, the average wage requirement for the County's economic development grants has been reduced to 101 percent. This amendment is added for consistency with the County's economic development program.

Second, and as a result of the Board's comments at its last meeting, the Ordinance has been amended to add a provision which authorizes a reduction of impact fees due on non-residential construction by the difference between the current impact fee obligation with a v/c of 1.0 and an impact fee obligation with a v/c of .65.

Section 9. Development Contribution Credit.

These amendments relate to the credit against impact fee assessment available to developers who construct impact fee eligible roads. Impact fee eligible roads are those roads on the County Road System. These roads are the roads for which levels of service and capacity are monitored.

Subsection F. clears up confusion regarding when credit could be accessed for a project involving both the dedication of right of way and construction of a road. Credit will be available after dedication of right of way and then after completion of construction. For projects involving both the dedication of right of way and construction of a road, an option is provided to allow the developer to access the credit for construction of the road after the right of way is donated and prior to construction by posting a bond in the amount representing the difference between the Road Impact Fee obligation and the value of the donated land.

Subsection J.(10) is added to reflect that the Fair Share Program will sunset if transportation concurrency is eliminated. Fair Share Agreements entered into prior to sunset will remain in full force and effect should any payments made need to be processed for impact fee credit. In the alternative, the developer may terminate a Fair Share Agreement and opt simply to pay impact fees for its project.

Subsection K. relates to impact fee credit for Developments of Regional Impact (DRIs). All current DRIs in the County will continue to receive credit for completed transportation mitigation construction. As a result of the changes in Florida law governing the approval of DRIs, most future DRIs will be treated the same as any other development in the County

regarding the assessment of impact fees on development, and credit for construction of impact fee eligible roads. Some DRIs if large enough will still have to be approved by the State and not the County. In this rare situation, any transportation mitigation required would receive impact fee credit.

Section 10. Effective Date.

As has been discussed, if the Board raises the impact fees and at the same time directs the elimination of transportation concurrency, an amendment to the County's comprehensive plan becomes necessary. This amendment provides for an effective date for the increased impact fees to occur after the ninety day notice requirement for the imposition of increased impact fees, and also to coincide with the effective date of the comprehensive plan amendment following the expiration of any time for challenge.

We would be happy to answer any questions the Board may have.

CKG/dpr
Attachment

Calculated Roadway Impact Fee Schedule

Detailed impact fee calculations for each land use are included in Appendix D, which includes the major land use categories and the impact fees for the individual land uses contained in each of the major categories. For each land use, Appendix D illustrates the following:

- Demand component variables (trip rate, trip length, and percent of new trips);
- Total impact fee cost;
- Annual capital improvement credit;
- Present value of the capital improvement credit;
- Net roadway impact fee;
- Current adopted Clay County roadway impact fee;
- Percent difference between the calculated impact fee and the current adopted impact fee.

It should be noted that the net impact fee illustrated in Appendix D is not necessarily a recommended fee, but instead represents the technically calculated ~~maximum~~ impact fee per unit of land use that could be charged in Clay County. The Board of County Commissioners have the option to make the policy decisions to discount the calculated fees.

For clarification purposes, it may be useful to walk through the calculation of an impact fee for one of the land use categories. In the following example, the net impact fee is calculated for the single-family residential detached land use category (ITE LUC 210) using information from the impact fee schedule included in Appendix D, Table D-1. For each land use category, the following equations are utilized to calculate the net impact fee:

Net Impact Fee = Total Impact Cost – Capital Improvement Credit

Where:

Total Impact Cost = ([Trip Rate × Assessable Trip Length × % New Trips] / 2) × (County Roadway Adjustment Factor) × (Cost per Vehicle-Mile of Capacity)

Capital Improvement Credit = Present Value (Annual Capital Improvement Credit), given 3.5% interest rate & a 25-year facility life

Annual Capital Improvement Credit = ([Trip Rate × Total Trip Length × % New Trips] / 2) × (Effective Days per Year × $/Gallon to Capital) / Fuel Efficiency

Roadway Impact Fee Calculation

A. Using these inputs, a net impact fee with a v/c ratio of 1.0 (Appendix D, Table D-1) can be calculated for the single-family residential detached (2,000 sf) land use category as follows:

Total Impact Cost = ([7.81 * 6.62 * 1.0] /2) * (0.39) * ($3,769,000/9,000) = **$4,222**

Annual Sales/Fuel Tax Credit = ([7.81 * 7.12 * 1.0] /2) * 365 * ($0.072 /18.73) = $39

Sales/Fuel Tax Credit = $39 * 16.4815 = $643

Annual Bond Credit = ([7.81 * 7.12 * 1.0] /2) * 365 * ($0.114 /18.73) = $62

Bond Credit = $62 * 1.8997 = $118

Total Credit = $643 + $118 = **$761**

Net Impact Fee = $4,222 – $761 = **$3,461**

A Roadway Impact Fee Comparison of this calculated fee schedule with the 2008 adopted fee by land use is presented in Table 6 for select land uses and comparisons with other counties.

B. Net impact fees with a v/c ratio of less than 1.0 may be calculated by reducing the Average Capacity Added per Lane Mile (9,000) by the applicable percentage required. For example, a net impact fee for a v/c ratio of .65 for the single-family residential detached (2,000 sf) land use category is as follows:

Total Impact Cost = ([7.81 * 6.62 * 1.0] /2) * (0.39) * ($3,769,000/9,000 * ***.65***) = **$6,496**

Annual Sales/Fuel Tax Credit = ([7.81 * 7.12 * 1.0] /2) * 365 * ($0.072 /18.73) = $39

Sales/Fuel Tax Credit = $39 * 16.4815 = $643

Annual Bond Credit = ([7.81 * 7.12 * 1.0] /2) * 365 * ($0.114 /18.73) = $62

Bond Credit = $62 * 1.8997 = $118

Total Credit = $643 + $118 = **$761**

Net Impact Fee = $4,222 – $761 = **$5,735**

See Appendix D, Table D-2 for the Road Impact Fee Rate Schedule by land use for the v/c ratio of .65.

~~*Roadway Impact Fee Comparison*~~

~~A comparison of calculated fee schedule to the current adopted fee by land use is presented in Table 6 for select land uses~~.

CALCULATED ROADWAY IMPACT FEE SCHEDULE - SUMMARY

Table D-2 V/C RATIO .65

0.65

	Sales/Fuel Tax	Debt					
$ per Gallon to Capital:	$0.072	0.114	Unit Cost per Lane Mile:	$3,769,000			
Facility Life (Years):	25	2	Average VMC per Lane Mile:	5,850		Cost per VMC:	$644.27
Interest Rate:	3.50%		Fuel Efficiency:	18.73 mpg		County Adjustment Factor:	39.0%
			Effective Days per Year:	365			

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Total Impact Cost	Annual Cap. Imp. Credit	Cap. Imp. Credit	Annual Debt Credit	Debt Service Credit	Total Credit[2]	Net Impact Fee	Current Impact Fee (District 2)	% Change
	RESIDENTIAL:																		
210	Single Family (Detached); less than 1,500 sf and very low income	du	2.75	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	3.55	$2,287	$14	$231	$22	$42	$273	**$2,014**	$4,341	-54%
	Single Family (Detached); less than 1,500 sf and low income	du	4.13	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	5.33	$3,435	$21	$346	$33	$63	$409	**$3,026**	$4,341	-30%
	Single Family (Detached); less than 1,500 sf	du	6.23	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	8.04	$5,181	$31	$511	$49	$93	$604	**$4,577**	$4,341	5%
	Single Family (Detached); 1,500 to 2,499 sf	du	7.81	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	10.08	$6,496	$39	$643	$62	$118	$761	**$5,735**	$4,341	32%
	Single Family (Detached); 2,500 sf or larger	du	8.82	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	11.39	$7,336	$44	$725	$70	$133	$858	**$6,478**	$4,341	49%
220	Multi-Family (Apartment)	du	6.60	Blend ITE 9th & FL Studies	5.10	5.60	FL Studies (LUC 220/230)	100%	n/a	6.56	$4,229	$26	$429	$41	$78	$507	**$3,722**	$3,048	22%
230	Residential Condominium/Townhouse	du	5.76	Blend ITE 9th & FL Studies	5.10	5.60	FL Studies (LUC 220/230)	100%	n/a	5.73	$3,691	$23	$379	$36	$68	$447	**$3,244**	$3,048	6%
240	Mobile Home Park	du	4.17	FL Studies	4.60	5.10	FL Studies	100%	n/a	3.74	$2,410	$15	$247	$24	$46	$293	**$2,117**	$2,658	-20%
253	Assisted Living/Congregate Care Facility	du	2.25	Blend ITE 9th & FL Studies	3.08	3.58	FL Studies	72%	FL Studies	0.97	$627	$4	$66	$6	$11	$77	**$550**	-	-
260	Recreational Home/Vehicle	du	3.16	ITE 9th Edition	6.62	7.12	Same as LUC 210	100%	n/a	4.08	$2,628	$16	$264	$25	$47	$311	**$2,317**	$1,433	62%
	LODGING:																		
310	Hotel	room	6.30	Blend ITE 9th & FL Studies	6.26	6.76	FL Studies	66%	FL Studies	5.08	$3,270	$20	$330	$31	$59	$389	**$2,881**	$1,878	53%
320	Motel	room	5.63	ITE 9th Edition	4.34	4.84	FL Studies	77%	FL Studies	3.67	$2,364	$15	$247	$23	$44	$291	**$2,073**	$1,878	10%
	RECREATION:																		
420	Marina	berth	2.96	ITE 9th Edition	6.62	7.12	Same as LUC 210	90%	FL Studies (Pinellas County)	3.44	$2,216	$13	$214	$21	$40	$254	**$1,962**	$2,505	-22%
	INSTITUTIONS:																		
530	Private School	1,000 sf	12.89	ITE 9th Edition	4.30	4.80	FL Studies (Pinellas County)	90%	FL Studies (Pinellas County)	9.73	$6,267	$39	$643	$62	$118	$761	**$5,506**	$1,500	267%
550	University	student	1.50	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	FL Studies (Pinellas County)	1.74	$1,123	$7	$115	$11	$21	$136	**$987**	-	-
560	Place of Worship	1,000 sf	9.11	ITE 9th Edition	3.90	4.40	FL Studies (Pinellas County)	90%	FL Studies (Pinellas County)	6.24	$4,017	$25	$412	$40	$76	$488	**$3,529**	$2,339	51%
610	Hospital	1,000 sf	13.22	ITE 9th Edition	6.62	7.12	Same as LUC 210	77%	FL Studies (Pinellas County)	13.14	$8,466	$51	$841	$81	$154	$995	**$7,471**	$3,595	108%
620	Nursing Home	1,000 sf	7.60	ITE 9th Edition	2.59	3.09	FL Studies	89%	FL Studies	3.42	$2,201	$15	$247	$23	$44	$291	**$1,910**	$3,825	-50%
	OFFICE:																		
710	General Office[3]	1,000 sf	8.54	ITE 9th Edition	5.15	5.65	FL Studies	92%	FL Studies	7.89	$5,083	$31	$511	$49	$93	$604	**$4,479**	$2,824	59%
760	Research & Development Center	1,000 sf	8.11	ITE 9th Edition	5.38	5.88	Same as LUC 770 (Appendix A)	89%	Same as LUC 770 (Appendix A)	7.57	$4,879	$30	$494	$47	$89	$583	**$4,296**	$2,427	77%
	RETAIL:																		
816	Hardware/Paint Store	1,000 sf	51.29	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	10.47	$6,748	$48	$791	$76	$144	$935	**$5,813**	$4,417	32%
817	Nursery (Garden Center)	1,000 sf	68.10	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	13.91	$8,959	$63	$1,038	$100	$190	$1,228	**$7,731**	$2,589	199%
818	Nursery (Wholesale)	1,000 sf	39.00	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	7.96	$5,131	$36	$593	$57	$108	$701	**$4,430**	$2,799	58%
820	Retail[3]	1,000 sfgla	36.27	ITE 9th equation	2.87	3.37	TL Regression	76%	FL Curve	15.43	$9,939	$65	$1,071	$103	$196	$1,267	**$8,672**	$3,698	135%

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Total Impact Cost	Annual Cap. Imp. Credit	Cap. Imp. Credit	Annual Debt Credit	Debt Service Credit	Total Credit[2]	Net Impact Fee	Current Impact Fee (District 2)	% Change
848	Tire Store	1,000 sf	24.87	ITE 9th Edition	3.62	4.12	Same as LUC 942 (Appendix A)	72%	Same as LUC 942 (Appendix A)	12.64	$8,144	$52	$857	$82	$156	$1,013	**$7,131**	$2,682	166%
857	Discount Club	1,000 sf	41.80	ITE 9th Edition	2.40	2.90	Same as LUC 820 (50k-200k sq ft)	67%	Same as LUC 820 (50k-200k sq ft)	13.11	$8,444	$57	$939	$90	$171	$1,110	**$7,334**	$9,599	-24%
863	Electronics Superstore	1,000 sf	45.04	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	9.20	$5,926	$42	$692	$66	$125	$817	**$5,109**	$10,343	-51%
880/881	Pharmacy with or without Drive-Thru	1,000 sf	95.96	Blend ITE 9th & FL Studies	2.08	2.58	FL Studies	32%	FL Studies	12.45	$8,024	$56	$923	$88	$167	$1,090	**$6,934**	$6,327	10%
890	Furniture Store	1,000 sf	5.06	ITE 9th Edition	6.09	6.59	FL Studies	54%	FL Studies	3.24	$2,091	$13	$214	$20	$38	$252	**$1,839**	$1,452	27%
947	Car Wash, Self-Service	bay	43.94	Blend ITE 9th & FL Studies	2.18	2.68	FL Studies	68%	FL Studies	12.70	$8,183	$56	$923	$89	$169	$1,092	**$7,091**	-	-
	INDUSTRIAL:																		
140	Manufacturing	1,000 sf	3.82	ITE 9th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	3.53	$2,274	$14	$231	$22	$42	$273	**$2,001**	$1,839	9%
150	Warehouse	1,000 sf	3.56	ITE 9th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	3.29	$2,119	$13	$214	$21	$40	$254	**$1,865**	$2,387	-22%
151	Mini-Warehouse	1,000 sf	2.08	Blend ITE 9th & FL Studies	3.10	3.60	FL Studies (Pinellas County)	92%	Same as LUC 710	1.16	$745	$5	$82	$8	$15	$97	**$648**	$722	-10%

1) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips)*(1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle miles of capacity consumed per unit of development and is multiplied by the cost per vehicle
2) Bed & breakfast rate does not include primary residence. Single family unit must be assessed for the residential portion of the use
3) The trip generation rates recommended for retail use an end-point regression value

CALCULATED ROADWAY IMPACT FEE SCHEDULE - SUMMARY

Table D-1 V/C RATIO 1.00

	Sales/Fuel Tax	Debt					
$ per Gallon to Capital:	$0.072	0.114	Unit Cost per Lane Mile:	$3,769,000			
Facility Life (Years):	25	2	Average VMC per Lane Mile:	9,000		Cost per VMC:	$418.78
Interest Rate:	3.50%		Fuel Efficiency:	18.73 mpg		County Adjustment Factor:	39.0%
			Effective Days per Year:	365			

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Total Impact Cost	Annual Cap. Imp. Credit	Cap. Imp. Credit	Annual Debt Credit	Debt Service Credit	Total Credit[2]	Net Impact Fee	Current Impact Fee (District 2)	% Change
	RESIDENTIAL:																		
210	Single Family (Detached); less than 1,500 sf and very low income	du	2.75	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	3.55	$1,487	$14	$231	$22	$42	$273	**$1,214**	$4,341	-72%
	Single Family (Detached); less than 1,500 sf and low income	du	4.13	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	5.33	$2,233	$21	$346	$33	$63	$409	**$1,824**	$4,341	-58%
	Single Family (Detached); less than 1,500 sf	du	6.23	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	8.04	$3,368	$31	$511	$49	$93	$604	**$2,764**	$4,341	-36%
	Single Family (Detached); 1,500 to 2,499 sf	du	7.81	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	10.08	$4,222	$39	$643	$62	$118	$761	**$3,461**	$4,341	-20%
	Single Family (Detached); 2,500 sf or larger	du	8.82	Appendix A Table A-6	6.62	7.12	FL Studies	100%	n/a	11.39	$4,768	$44	$725	$70	$133	$858	**$3,910**	$4,341	-10%
220	Multi-Family (Apartment)	du	6.60	Blend ITE 9th & FL Studies	5.10	5.60	FL Studies (LUC 220/230)	100%	n/a	6.56	$2,749	$26	$429	$41	$78	$507	**$2,242**	$3,048	-26%
230	Residential Condominium/Townhouse	du	5.76	Blend ITE 9th & FL Studies	5.10	5.60	FL Studies (LUC 220/230)	100%	n/a	5.73	$2,399	$23	$379	$36	$68	$447	**$1,952**	$3,048	-36%
240	Mobile Home Park	du	4.17	FL Studies	4.60	5.10	FL Studies	100%	n/a	3.74	$1,566	$15	$247	$24	$46	$293	**$1,273**	$2,658	-52%
253	Assisted Living/Congregate Care Facility	du	2.25	Blend ITE 9th & FL Studies	3.08	3.58	FL Studies	72%	FL Studies	0.97	$407	$4	$66	$6	$11	$77	**$330**	-	-
260	Recreational Home/Vehicle	du	3.16	ITE 9th Edition	6.62	7.12	Same as LUC 210	100%	n/a	4.08	$1,708	$16	$264	$25	$47	$311	**$1,397**	$1,433	-3%
	LODGING:																		
310	Hotel	room	6.30	Blend ITE 9th & FL Studies	6.26	6.76	FL Studies	66%	FL Studies	5.08	$2,126	$20	$330	$31	$59	$389	**$1,737**	$1,878	-8%
320	Motel	room	5.63	ITE 9th Edition	4.34	4.84	FL Studies	77%	FL Studies	3.67	$1,536	$15	$247	$23	$44	$291	**$1,245**	$1,878	-34%
	RECREATION:																		
420	Marina	berth	2.96	ITE 9th Edition	6.62	7.12	Same as LUC 210	90%	FL Studies (Pinellas County)	3.44	$1,440	$13	$214	$21	$40	$254	**$1,186**	$2,505	-53%
	INSTITUTIONS:																		
530	Private School	1,000 sf	12.89	ITE 9th Edition	4.30	4.80	FL Studies (Pinellas County)	90%	FL Studies (Pinellas County)	9.73	$4,074	$39	$643	$62	$118	$761	**$3,313**	$1,500	121%
550	University	student	1.50	ITE Regression Analysis	6.62	7.12	Same as LUC 210	90%	FL Studies (Pinellas County)	1.74	$730	$7	$115	$11	$21	$136	**$594**	-	-
560	Place of Worship	1,000 sf	9.11	ITE 9th Edition	3.90	4.40	FL Studies (Pinellas County)	90%	FL Studies (Pinellas County)	6.24	$2,611	$25	$412	$40	$76	$488	**$2,123**	$2,339	-9%
610	Hospital	1,000 sf	13.22	ITE 9th Edition	6.62	7.12	Same as LUC 210	77%	FL Studies (Pinellas County)	13.14	$5,503	$51	$841	$81	$154	$995	**$4,508**	$3,595	25%
620	Nursing Home	1,000 sf	7.60	ITE 9th Edition	2.59	3.09	FL Studies	89%	FL Studies	3.42	$1,431	$15	$247	$23	$44	$291	**$1,140**	$3,825	-70%
	OFFICE:																		
710	General Office[3]	1,000 sf	8.54	ITE 9th equation (600k sq ft)	5.15	5.65	FL Studies	92%	FL Studies	7.89	$3,304	$31	$511	$49	$93	$604	**$2,700**	$2,824	-4%
760	Research & Development Center	1,000 sf	8.11	ITE 9th Edition	5.38	5.88	Same as LUC 770 (Appendix A)	89%	Same as LUC 770 (Appendix A)	7.57	$3,171	$30	$494	$47	$89	$583	**$2,588**	$2,427	7%
	RETAIL:																		
816	Hardware/Paint Store	1,000 sf	51.29	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	10.47	$4,386	$48	$791	$76	$144	$935	**$3,451**	$4,417	-22%
817	Nursery (Garden Center)	1,000 sf	68.10	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	13.91	$5,824	$63	$1,038	$100	$190	$1,228	**$4,596**	$2,589	78%
818	Nursery (Wholesale)	1,000 sf	39.00	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	7.96	$3,335	$36	$593	$57	$108	$701	**$2,634**	$2,799	-6%
820	Retail[3]	1,000 sfgla	36.27	ITE 9th equation (600k sq ft)	2.87	3.37	TL Regression	76%	FL Curve	15.43	$6,460	$65	$1,071	$103	$196	$1,267	**$5,193**	$3,698	40%

ITE LUC	Land Use	Unit	Trip Rate	Trip Rate Source	Assessable Trip Length	Total Trip Length	Trip Length Source	Percent New Trips	% New Trips Source	Net VMT[1]	Total Impact Cost	Annual Cap. Imp. Credit	Cap. Imp. Credit	Annual Debt Credit	Debt Service Credit	Total Credit[2]	Net Impact Fee	Current Impact Fee (District 2)	% Change
848	Tire Store	1,000 sf	24.87	ITE 9th Edition	3.62	4.12	Same as LUC 942 (Appendix A)	72%	Same as LUC 942 (Appendix A)	12.64	$5,293	$52	$857	$82	$156	$1,013	**$4,280**	$2,682	60%
857	Discount Club	1,000 sf	41.80	ITE 9th Edition	2.40	2.90	Same as LUC 820 (50k-200k sq ft)	67%	Same as LUC 820 (50k-200k sq ft)	13.11	$5,489	$57	$939	$90	$171	$1,110	**$4,379**	$9,599	-54%
863	Electronics Superstore	1,000 sf	45.04	ITE 9th Edition	1.87	2.37	Same as LUC 820 (<50k sq ft)	56%	Same as LUC 820 (<50k sq ft)	9.20	$3,852	$42	$692	$66	$125	$817	**$3,035**	$10,343	-71%
880/881	Pharmacy with or without Drive-Thru	1,000 sf	95.96	Blend ITE 9th & FL Studies	2.08	2.58	FL Studies	32%	FL Studies	12.45	$5,216	$56	$923	$88	$167	$1,090	**$4,126**	$6,327	-35%
890	Furniture Store	1,000 sf	5.06	ITE 9th Edition	6.09	6.59	FL Studies	54%	FL Studies	3.24	$1,359	$13	$214	$20	$38	$252	**$1,107**	$1,452	-24%
947	Car Wash, Self-Service	bay	43.94	Blend ITE 9th & FL Studies	2.18	2.68	FL Studies	68%	FL Studies	12.70	$5,319	$56	$923	$89	$169	$1,092	**$4,227**	-	-
	INDUSTRIAL:																		
140	Manufacturing	1,000 sf	3.82	ITE 9th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	3.53	$1,478	$14	$231	$22	$42	$273	**$1,205**	$1,839	-35%
150	Warehouse	1,000 sf	3.56	ITE 9th Edition	5.15	5.65	Same as LUC 710	92%	Same as LUC 710	3.29	$1,377	$13	$214	$21	$40	$254	**$1,123**	$2,387	-53%
151	Mini-Warehouse	1,000 sf	2.08	Blend ITE 9th & FL Studies	3.10	3.60	FL Studies (Pinellas County)	92%	Same as LUC 710	1.16	$484	$5	$82	$8	$15	$97	**$387**	$722	-46%

1) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips)*(1-Interstate/Toll Facility Adjustment Factor)/2). This reflects the unit of vehicle miles of capacity consumed per unit of development and is multiplied by the cost per vehicle

2) Bed & breakfast rate does not include primary residence. Single family unit must be assessed for the residential portion of the use

3) The trip generation rates recommended for retail use an end-point regression value

CLAY COUNTY, FLORIDA

SECOND AMENDED
ROAD IMPACT FEE ORDINANCE

ADOPTION MAY 28, 2019

ORDINANCE NO. 2019-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AMENDING CLAY COUNTY ORDINANCE 17-30, AS AMENDED, TO BE KNOWN AS THE CLAY COUNTY SECOND AMENDED ROAD IMPACT FEE ORDINANCE, AS FOLLOWS: AMENDING SECTION 1.01 RELATING TO DEFINITIONS; AMENDING SECTION 1.03 RELATING TO FINDINGS; AMENDING SECTION 1.04 RELATING TO THE ADOPTION OF A MODIFICATION OF THE IMPACT FEE STUDY; AMENDING SECTION 2.01 RELATING TO IMPOSITION OF A SCHEDULE OF INCREASED ROAD IMPACT FEES; AMENDING SECTION 3.01 RELATING TO EXEMPTIONS; AMENDING SECTION 3.03 RELATING TO AN ECONOMIC DEVELOPMENT MITIGATION PROGRAM; AMENDING SECTION 3.05 RELATING TO PAYMENT; AMENDING SECTION 3.06 RELATING TO APPLICABILITY; AMENDING SECTION 3.08 RELATING TO DEVELOPER CONTRIBUTION CREDIT; AMENDING SECTION 3.16 RELATING TO THE EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA:

SECTION 1. The following definitions in Section 1.01. Definitions are amended or deleted as applicable as follows, with changes shown in strike through and underline:

SECTION 1.01. DEFINITIONS.

"Building" shall mean any structure, either temporary or permanent, having a roof impervious to weather and used or built for the ~~support,~~ shelter~~,~~ or enclosure of persons, animals, chattels, or property of any kind. This term shall include trailers, mobile homes, or any vehicles serving in any way the function of a building. This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of a Building Permit.

"Comprehensive Plan" shall mean the Clay County C~~c~~omprehensive P~~p~~lan, as amended, ~~of the County~~ adopted ~~and amended from time to time~~ pursuant to the Local

Government Comprehensive Planning and Land Development Regulation Act, as contained in Part II, Chapter 163, Florida Statutes, or its statutory successor in function.

~~**"Concurrency Management System"** means the procedures and processes utilized by the County to assure that the final development orders and permits are not issued unless the necessary public facilities to support the development are available concurrent with the impacts of development. The requirements of the Concurrency Management System are provided for in the Concurrency Management Ordinance of Clay County, Florida, enacted pursuant to County Ordinance 92-19, as amended, and by Section 163.3180, Florida Statutes, as amended.~~

"County Road System" shall mean ~~all~~ an interconnected system of arterial and collector roads identified by the County in its Comprehensive Plan for which Levels of Service standards are assigned and monitored ~~roads in the~~ in the unincorporated area of the County. ~~which are included in the Major Roadway Network in the County's Concurrency Management System.~~ The County Road System may include any road which is added by future resolution of the Commission. ~~to the Major Roadway Network in the Concurrency Management System.~~ The County Road System does not include any roads within the State Highway System or within a City Street System.

"Impact Fee Coordinator" shall mean the ~~Person appointed by the County Manager to perform such functions as designated under this Ordinance or the designee of such Person.~~Director of the Clay County Economic and Development Services Department or his or her designee.

"Impact Fee Eligible Road(s)" shall mean a public road within the County that is included in the County Road ~~'s Concurrency Management~~ System and the County's

Five Year Transportation Capital Improvement Plan contained in the Capital Improvement Element of the Comprehensive Plan. Impact Fee Eligible Roads may include any road which is added by future resolution to the County Road ~~'s Concurrency Management~~ System and by ordinance to the Five Year Transportation Capital Improvement Plan. Impact Fee Eligible Roads do not include any roads within the State Highway System or within a City Street System.

~~**"Major Roadway Network"** shall mean an interconnected system of arterial and collector roads identified by the County in its Comprehensive Plan and Concurrency Management System for which the Level of Service standards must be maintained. The Major Roadway Network may include any road which is added by future resolution of the Commission.~~

"Minor Arterial Road" shall mean~~s~~ a road included in the County Road ~~oncurrency Management~~ System which due to its significant distance length and volume of traffic carried within the County Road System, provides regional mobility within the County Road System thus serving and benefitting all residents of the County.

"Mobile Home" shall mean any vehicle without independent motive power which is designed for housing accommodations and transportation over the highways on a chassis under carriage, which is an integral part thereof, but does not include travel trailers or recreational units as defined by Section 320.01, Florida Statutes. This definition shall include: (1) any unit which meets the criteria above and is certified by the Department of Safety and Motor Vehicles as meeting requirements of (USAS) A-119.2 as prescribed in Chapter 320, Florida Statutes; and (2) manufactured homes designed to be used as Dwelling Units, as defined in Chapter 553, Florida Statutes, or its

statutory successor in function.~~shall mean a structure transportable in one or more sections, which structure is eight (8) feet or more in width and over thirty-five (35) feet in length, and which structure is built on an integral chassis and designed to be used as a Dwelling Unit when connected to the required utilities. The term Mobile Home includes manufactured homes designed to be used as Dwelling Units, as defined in Chapter 553, Florida Statutes, or its statutory successor in function, and recreational vehicles.~~

"Ordinance" shall mean this Second Amended Road Impact Fee Ordinance.

SECTION 2. Subsection S of Section 1.03. Findings is amended as follows with changes shown in strike through and underline:

SECTION 1.03. FINDINGS

S. This Ordinance amends Clay County Ordinance 2017~~-08~~-30, amended by Clay County Ordinance 2018-14, and~~s~~ codified in Article V of Chapter 16 of the Clay County Code.~~., in its entirety.~~

SECTION 3. Section 1.04. Adoption of Impact Fee Study is amended as follows with changes shown in strike through and underline:

SECTION 1.04. ADOPTION OF IMPACT FEE STUDY. The Commission hereby adopts and incorporates by reference, the study entitled "Clay County Roadway Impact Fee Update Study," dated as of September 5, 2017, and modified as of May 28, 2019 (the "Impact Fee Study"), particularly the assumptions, conclusions and findings in such study as to the allocation of anticipated costs of capital improvements and additions to the County Road System between those costs required to accommodate existing traffic and those costs required to accommodate traffic generated by growth and those assumptions, conclusions and findings in such study as to the determination of anticipated costs of capital improvements and additions to Impact Fee Eligible Roads

required to accommodate growth. The Impact Fee Study sets forth formulae for the calculation of the Road Impact Fees based upon volume to capacity ratios of .65 and 1.0, provides Road Impact Fee Rate Schedules in Table D therein for both ratios based upon the Impact Fee Land Use Categories, is attached as Appendix A, and its terms are expressly incorporated herein.

SECTION 4. Subsection D of Section 2.01. Imposition is amended as follows with changes shown in strike through and underline:

SECTION 2.01. IMPOSITION.

D. The Commission ~~hereby~~ adopts the formulae for the calculation of the Road Impact Fees based upon a volume to capacity ratio of .65 and the ~~schedules of~~ corresponding Road Impact Fee Rate S~~s~~chedule~~,~~ ~~as~~included in the Impact Fee Study, ~~provided in Appendix A, which are hereby incorporated herein~~ and impose~~sd~~ the rates established under the Impact Fee Land Use Categories in the Road Impact Fee Rate Schedule upon all Road Impact Construction occurring within the County ~~at a rate established under the applicable Impact Fee Land Use Category~~. The Road Impact Fee Rate Schedule is attached as Appendix C and incorporated herein.

SECTION 5. Subsection E of Section 3.01. Exemptions is amended as follows with changes shown in strike through and underline:

SECTION 3.01. EXEMPTIONS

E. Government Buildings or Facilities. The County is ultimately responsible for funding all Road Capital Improvement Plan projects for which Impact Fee payments will be collected including any shortfalls. The cumulative number of trips from any~~In the event a~~ County proposed development or Clay County School Board school facility development will be analyzed and included in the modeled capacity available. ~~would~~

~~cause the Level of Service standard on a roadway or link on the Major Roadway Network to fall below the minimum accepted level as determined under the County's Concurrency Management system, then the proposed development and the cumulative number of trips from it will be analyzed and included in the total modeled capacity available~~. Neither the County nor the Clay County School Board will be required to pay Road Impact Fees in order to proceed with their respective proposed development.

SECTION 6. ~~Subsection B of~~ Section 3.03. Economic Development Mitigation Program is amended as follows with changes shown in strike through and underline:

SECTION 3.03. ECONOMIC DEVELOPMENT MITIGATION PROGRAM.

A. Because the imposition of the Road Impact Fees herein may place the County in a non-competitive position with other local governments that have chosen not to impose road impact fees and thus hinder efforts by the County and the community to (1) encourage economic development opportunities within the County; (2) create permanent employment expansion opportunities for the County's citizens; and (3) encourage new or expanded businesses within the County to help reverse the daily commute out of the County, there is hereby created an Economic Development Impact Fee Mitigation Program for certain ~~Qualified Target Industry (QTI)~~ businesses to mitigate any real or perceived disadvantage occurring from the imposition of the Road Impact Fees.

B. The County has two levels of~~o be eligible for an~~ Economic Development Impact Fee Mitigation for businesses. In order to be eligible for Economic Development Impact Fee Mitigation, the Road Impact Construction must (1) ~~be intended to~~ house a Qualified Target Industry Business (QTI Business); or (2) be Non-Residential Road Impact Construction.

(1) QTI Business Mitigation. The QTI Business must occupy the Road Impact Construction and~~, as defined in Section 288.106, Florida Statutes, which will~~ create a minimum of ten new permanent jobs or a ten percent increase in existing employment (whichever is greater) with each job paying (excluding benefits) at least 10115% of the County's then applicable average private sector wage, as determined by Enterprise Florida or its statutory successor. For the purposes of this Section, a permanent job means any filled full-time job position offered by the QTI Business, new to the County and located at the QTI Road Impact Construction, that is reasonably expected to exist for a period of more than one year from the date such position is available to a prospective employee and which position is continuously filled by the Developer except for customary periods to advertise, interview and hire new employees. At a minimum, the permanent jobs described in this subsubsection must be in place no later than one year following Electrical Power Clearance for the QTI Road Impact Construction and maintained for the balance of the five year deferral period, as set forth below. If the Road Impact Construction meets the requirements provided in this subsubsection for mitigation, the Road Impact Construction shall be eligible to receive Economic Development Impact Fee Mitigation equal to 100 percent of the Road Impact Fee.

(2) Non-Residential Road Impact Construction. The Non-Residential Road Impact Construction must be included within the lodging, recreation, institution, office, retail, and industrial Land Use Categories in the Road Impact Fee Rate Schedule attached as Appendix C. If the Road Impact Construction is included within the identified land use categories, the Road Impact Construction shall be eligible to receive Economic Development Impact Fee Mitigation equal to the difference between the Road

Impact Fee due based on a volume to capacity ratio of 1 and that due based on a volume to capacity ratio of .65.

~~B.~~ C. Any ~~QTI b~~Business seeking Economic Development Impact Fee Mitigation shall file an application for mitigation with the Impact Fee Coordinator prior to requesting Electrical Power Clearance for the subject ~~QTI~~ Road Impact Construction, or in the case of occupied spec construction, the application shall be submitted prior to the request for Electrical Power Clearance for the built out spec space. The application shall contain:

(1) a designation of the Road Impact Construction for which the application is being submitted, including a current and complete legal description of the property upon which the business is ~~the QTI Businessis~~ proposed to be located;

(2) the name and address of the Owner of the property upon which the ~~QTI B~~business is proposed to be located;

(3) proof that the Road Impact Construction will house a QTI Business or Non-Residential Road Impact Construction;

(4) for QTI Business mitigation, a notarized affidavit and all necessary supporting evidence affirming that the requirements of subsection B(1) above will be met within one year of the date Electrical Power Clearance is issued; and

(5) other necessary information as determined by the Impact Fee Coordinator; provided that the name of the ~~QTI b~~Business is not required to be disclosed.

~~D. If the Road Impact Construction meets the requirements provided above for mitigation, the Road Impact Construction shall be eligible to receive Economic Development Impact Fee Mitigation equal to 100% of the Road Impact Fee.~~

DE. Any Applicant who submits an Application for Economic Development Impact Fee Mitigation pursuant to this Section and who desires immediate Electrical Power Clearance prior to the execution of an Economic Development Road Impact Fee Mitigation Agreement ("the Mitigation Agreement") shall pay the Road Impact Fees imposed herein at the time of requesting Electrical Power Clearance. Any difference between the amount paid and the amount due, should the Impact Fee Coordinator approve and accept the application, shall be refunded to the Applicant or entity that made the payment.

EF. If the Impact Fee Coordinator finds that the Road Impact Construction meets the requirements provided herein for mitigation, the Impact Fee Coordinator shall prepare an Economic Development Road Impact Fee Mitigation Agreement (the "Mitigation Agreement") which shall contain, but not be limited to, the Clay County Impact Fee Mitigation Application For QTI Businesses and any other documents as requested by the Impact Fee Coordinator. The Mitigation Agreement shall include provisions imposing a lien on the Road Impact Construction in the amount of the Road Impact Fees mitigated pursuant to the agreement for a period of five years; provided, however, that such lien shall be subordinate to any acquisition and development loan incurred by the Owner or the QTI Bbusiness and to all liens for taxes and other governmental liens and assessments.

FG. The County Manager is hereby authorized to execute the Mitigation Agreement on behalf of the County. The Owner and an authorized principal of the QTI bBusiness shall execute the Mitigation Agreement. The Mitigation Agreement shall be accepted by the County in lieu of prompt payment of the Road Impact Fees that would

otherwise be due and payable but for the Mitigation Agreement. The Mitigation Agreement shall provide for, at a minimum, the following, and shall further include such provisions deemed necessary by the County to effectuate the provisions of this Section:

(1) The mitigated Road Impact Fees shall be a lien on the ~~QTI~~ Road Impact Construction for a period of five years from the date Electrical Power Clearance is obtained. The lien may be foreclosed upon in the event of noncompliance with the requirements of the Mitigation Agreement. The lien shall terminate upon the expiration of the five year period if the Mitigation Agreement is not in default, or upon payment of the lien following a sale or transfer of the ~~QTI~~ Road Impact Construction as provided herein. Such termination of the lien shall be evidenced by the recording of a release or satisfaction of lien in the public records of the County. Such release shall be recorded upon payment in full.

~~(2) At a minimum, the permanent jobs described in 3.03B must be in place no later than one year following Electrical Power Clearance for the QTI Road Impact Construction.~~

(2~~3~~) The Mitigation Agreement shall be in default if ~~if the permanent jobs described in 3.03B, once in place, are not maintained for the balance of the five year deferral period; and/or~~ all ad valorem and intangible personal property taxes due from the ~~QTI~~ Road Impact Construction are not timely paid.

(3~~4~~) The Mitigation Agreement providing for the mitigation of Road Impact Fees shall not be transferred, assigned, credited or otherwise conveyed from the Road Impact Construction. The Mitigation Agreement shall run with the land.

(45) In the event the Owner and/or the QTI bBusiness is in default under the Mitigation Agreement, and the default is not cured within 30 days after written notice is provided to the Owner and the QTI bBusiness, the Commission may at its sole option bring a civil action to enforce the Mitigation Agreement or declare that the Mitigation Agreement is in default and that the mitigated Road Impact Fees are immediately due and payable. The Commission shall be entitled to recover all attorney's fees and costs fees and costs, including attorney's fees and costs, incurred by the County in enforcing the Mitigation Agreement plus interest at the then maximum statutory rate for judgments calculated on a calendar day basis until paid. In the event the County initially funded the mitigated Road Impact Fee for the Road QTI Impact Fee Construction from other available County revenues, the deferred Road Impact Fees collected upon a breach of the Mitigation Agreement will be used to repay such County funds.

(56) The Mitigation Agreement shall be binding upon the Owner and/or the QTI B business's successors and assigns.

(67) The Mitigation Agreement shall be recorded in the official records of the County.

HG. All Road Impact Fees deferred at the time Electrical Power Clearance was issued shall become due and payable upon the first occurrence of any sale or transfer of the QTI Road Impact Construction if such sale or transfer occurs within five years of the date of Electrical Power Clearance for the QTI Business Road Impact Construction.

(1) All such mitigated Road Impact Fees shall be immediately paid in full to the County no later than the closing date of the sale or the effective date of the transfer. In the event the County initially funded the mitigated Road Impact Fees for the

~~QTI~~ Road Impact Construction from other available County revenues, the mitigated Road Impact Fees collected upon sale or transfer of the ~~QTI~~ Business Road Impact Construction will be used to repay such County funds.

(2) Repayment shall include any accrued interest. Interest shall be computed at the prevailing prime interest rate established for commercial lenders within the County not to exceed the maximum rate of interest permitted by law.

~~(3)~~H. The mitigated Road Impact Fees shall be forgiven upon the fifth anniversary of the date of Electrical Power Clearance if the Mitigation Agreement is not in default or the ~~QTI~~ Road Impact Construction is not sold or transferred within the referenced five year period.

I. The amount of the Road Impact Fees shall not be increased to replace any revenue lost due to any mitigation approved pursuant to this Section. Any mitigation approved pursuant to this Section shall be funded by other legally available County revenues, other than Road Impact Fees.~~; provided, however, that the funds advanced by the County to pay Road Impact Fees for QTI Road Impact Construction pursuant to this Section are subject to repayment from funds collected upon sale or transfer of said QTI Road Impact Construction prior to the expiration of the five year deferral period or upon a breach of the Mitigation Agreement.~~

SECTION 7. Subsection E of Section 3.05. Payment is deleted with changes shown in strike through:

~~E. Notwithstanding the provisions of Section 3.05B, the payment of the applicable Road Impact Fee for Road Impact Construction shall be reduced by 50 percent if paid during the period December 14, 2017 through June 10, 2018. After June~~

~~10, 2018, the Road Impact Fee payable for Road Impact Construction will be 100% of the applicable Road Impact Fee Rate imposed in Section 2.01 of this Ordinance.~~

SECTION 8. Section 3.06. Applicability is amended as follows with changes shown in strike through and underline:

SECTION 3.06. APPLICABILITY. This Ordinance and the obligations herein for the payment of the Road Impact Fee shall apply to all Road Impact Construction in the unincorporated area that requests Electrical Power Clearance on or after the effective date of the Road Impact Fee rates pursuant to Section 3.16 and the expiration of the ~~90-day~~ notice period provided for in Section 3.14 herein~~. If a complete application for a Building Permit is submitted by December 14, 2017, the expiration date of said 90 day notice period, then no Road Impact Fee shall be due at the time Electrical Power Clearance is requested for the construction of the improvements contemplated therein. In the event said Building Permits are amended after the expiration of the referenced 90 day notice period so that there is an increase in the number of Net New Trips allocated to the improvements subject to the Building Permit, then the improvements shall be considered Road Impact Construction and a Road Impact Fee shall be due and payable when Electrical Power Clearance is requested.~~

SECTION 9. Subsections A., E., F., J., and K. of Section 3.08. Development Contribution Credit are amended as follows with changes shown in strike through and underline:

3.08. DEVELOPMENT CONTRIBUTION CREDIT

A. (4) Any road right of way or land required to be dedicated to the County as a condition of development approval shall be dedicated by plat no later than the time at which Road Impact Fees are required to be paid under this Ordinance. The

portion of the fee represented by a credit for construction shall be deemed paid when the construction is completed and accepted by the County for maintenance or when adequate security for the completion of the construction has been provided.

. . . .

E. If a proposed plan is approved for credit by the Impact Fee Coordinator, the Applicant or Owner and the Commission shall enter into a Credit Agreement which shall provide for the parties' obligations and responsibilities, including, but not limited to:

. . . .

(4) If required, provisions for a payment bond or an irrevocable letter of credit to be posted with the County, in an amount representing the difference between the Road Impact Fee obligation and the amount of ~~the~~ any credit~~.~~ from donated land.

F. A credit for a monetary contribution or a land donation shall be granted at such time as the County is in receipt of the full amount of the monetary contribution and/or the donated land has been conveyed to the County, and ~~the~~a Credit Agreement is approved and executed by both the Commission and the Applicant or Owner. A credit for a land donation in conjunction with construction of an improvement to an Impact Fee Eligible Road shall be available after a Credit Agreement is approved and executed by both the Commission and the Applicant or Owner, and upon dedication and acceptance by the Commission of the donated land, up to the value of the donated land. A credit for the construction of the Impact Fee Eligible Road shall be available once the road is completed, dedicated to, and accepted by the County. In the alternative, following the dedication and acceptance of the donated land for an Impact Fee Eligible Road, the Applicant or Owner may access the credit for the construction of the Impact

Fee Eligible Road early by posting a payment bond or irrevocable letter of credit with the County in an amount representing the difference between the Road Impact Fee obligation and the value of the donated land.~~granted at such time as the Credit Agreement is approved and executed by both the Commission and the Applicant or Owner and a payment bond or irrevocable letter of credit is posted with the County in an amount representing the difference between the Road Impact Fee and the amount of the credit;~~ Pprovided, however, that in the event the Applicant or Owner fails to convey the land to be donated or fails to convey the completed Impact Fee Eligible Road or such property or improvement is not ultimately accepted by the County in accordance with the terms of the Credit Agreement, then the credit shall be revoked and all Road Impact Fees shall immediately become due and payable and collected in any manner authorized by law. The administration of said credits shall be the responsibility of the Impact Fee Coordinator.

. . . .

J. (10) The Fair Share Program shall sunset the later of August 28, 2019, or the effective date of the Ordinance adopting the Comprehensive Plan amendment authorizing the elimination of transportation concurrency in the County (the Ordinance Amendment.) The effective date of the Ordinance Amendment shall be 31 days after adoption of the Ordinance Amendment unless the Ordinance Amendment is challenged pursuant to 163.3187, Florida Statutes. If challenged, the effective date of the Ordinance Amendment shall be the date a final order is issued by the Department of Economic Opportunity or the Administration Commission finding the Ordinance Amendment in compliance. Fair Share Agreements entered into prior to the sunset

date shall remain in full force and effect according to their terms under the provisions of Article XA of the Land Development Code, as amended, as if the sunset provision above, or in Article XA, did not exist, and this Subsection J. shall continue to apply to the administration of Fair Share payment credits against the imposition of impact fees for a Development. In the alternative, any valid Fair Share Agreement in effect at the time of sunset may be terminated at the discretion of the Owner.

K. (1) For any DRI which has an approved Development Order as of the effective date of this Ordinance, which provides for impact fee credit towards the value of any contribution of land, money or improvements specifically identified as transportation mitigation in its Development Order, ~~as required pursuant to Section 163.3180(5), Florida Statutes,~~ the DRI shall receive credit for such transportation mitigation against Road Impact Fees imposed by this Ordinance. The credit shall be available for transfer and use against the imposition of Road Impact Fees assessed against any new development on the real property subject to the DRI development order. A DRI shall not receive credit for any contribution of land, money or improvements specifically identified as transportation mitigation in its Development Order.~~, as required pursuant to Section 163.3180(5), Florida Statutes,~~ if the credit is allocated under a credit agreement to development outside the boundaries of the real property subject to the DRI development order.

. . . .

(3) ~~For a~~Any DRI approved by the County ~~pursuant to Section 380.06, Florida Statutes,~~ after the effective date of this Ordinance, shall be considered Road Impact Construction subject to the terms and conditions of this Ordinance. Any DRI

subject to the State Coordinated Review Process set forth in Section 163.3184, Florida Statutes, which includes a transportation mitigation plan in its approval by the State, shall be entitled to credit in the same manner as a DRI with an approved Development Order under this Ordinance. ~~the County reserves the right to require the DRI's mitigation payment made pursuant to Section 163.3180(5), Florida Statutes, as the same may be amended from time to time, to be allocated all or in part to an Impact Fee Eligible Road. Any mitigation payments by the DRI Developer or its assigns towards any Impact Fee Eligible Road shall be applied as a credit against that development's Road Impact Fee obligation pursuant to Section 3.08. The credit shall be available for transfer and use against the imposition of Road Impact Fees assessed against any new development on the real property subject to the DRI development order. A DRI shall not receive credit for any contribution of land, money or improvements specifically identified as transportation mitigation in its Development Order, as required pursuant to Section 163.3180(5), Florida Statutes, if the credit is allocated under a credit agreement to development outside the boundaries of the real property subject to the DRI development order.~~

~~(a) The County shall allow road improvements constituting part of a regional transportation plan adopted as part of a DRI Development Order pursuant to Section 380.06, Florida Statutes, to be credited against a development Road Impact Fee obligation to the extent required by the provisions of Subsection 380.06(16), Florida Statutes. The County hereby establishes the following procedure in subparagraphs (b) and (d) herein for determining DRI credits against a DRI development Road Impact Fee obligation.~~

~~(b) Upon the submittal of a DRI application containing a regional transportation mitigation proposal, the County, at the expense of the DRI Developer, will revise the road impact fee transportation model to incorporate the proposed land uses and development schedule of the proposed DRI. An alternative transportation model, utilizing professionally accepted modeling methodologies may be submitted by the DRI Developer and utilized if acceptable to the County. The results of the chosen model will be utilized by the County, pursuant to the requirements of Section 380.06(16), Florida Statutes, to determine to what extent the DRI Developer's proposed roadway mitigation program will maintain the adopted level of service standards for the County Road System and meet the transportation needs of the new development. Should the County ascertain that a road improvement proposed as regional transportation mitigation by the DRI Developer would serve to maintain the adopted level of service standards for the County Road System taking into account the development contemplated within the DRI, then such findings shall be reflected in the adopted DRI Development Order and the County will consider an appropriate resolution and/or ordinance to include the proposed road improvement as an Impact Fee Eligible Road. In the event such road improvement becomes an Impact Fee Eligible Road, then the funds expended by the DRI Developer for design, permitting and construction of the proposed road improvement, along with the value of the applicable right of way contributed, will be credited against that development's Road Impact Fee obligation as provided in this Section 3.08.~~

~~(c) Should the County determine that a road improvement proposed by a DRI Developer as regional transportation mitigation does not maintain the adopted~~

~~level of service standards for the County Road System taking into account the development contemplated within the DRI, then the County may, but is not obligated to, direct the project's transportation mitigation payment made pursuant to Section 163.3180(5), Florida Statutes, towards the cost of one or more of the improvements or additions to an Impact Fee Eligible Road. In this event, the amount of any DRI transportation mitigation so directed shall be credited against the project's Road Impact Fee obligation as provided in this Section 3.08. The capital improvements and additions to the Impact Fee Eligible Road to which said payments are directed shall, when constructed, provide a benefit to the development contemplated within the DRI.~~

~~(d) If a DRI application also includes a precedent companion Comprehensive Plan Amendment application, the "same needs" analysis pursuant to Subparagraphs (a) and (b) of Subsection 3.08K(2), will be conducted at the time of consideration of the Comprehensive Plan Amendment Application. The analysis shall include consideration of the DRI Developer's request and the project's location in an area of the County not previously considered for development on the County's Future Land Use Map. The "same needs" analysis will be incorporated in the County's overall determination regarding the expansion of the County's urbanizing area as requested by the DRI Developer.~~

~~(e) As a result of the findings and determinations to be made by the County pursuant to Subparagraphs (a) and (b) of Subsection 3.08K(3) above, in making application for and in implementation of impact fee credits for DRIs, only the provisions of Subsection D, Subsections F, G, H, I and this subsection K of Section 3.08 shall apply to the extent applicable.~~

SECTION 10. Subsection B of Section 3.16. Effective Date is amended as follows with changes shown in strike through and underline:

3.16. EFFECTIVE DATE

B. The obligations herein for the payment of Road Impact Fees shall commence on the later of the 90th day following the date of publication of the notice provided for in Section 3.14 hereof, or the effective date of the Ordinance adopting the Comprehensive Plan amendment (the Ordinance Amendment) authorizing the elimination of transportation concurrency in the County. The effective date of the Ordinance Amendment shall be 31 days after adoption of the Ordinance Amendment unless the Ordinance Amendment is challenged pursuant to 163.3187, Florida Statutes. If challenged, the effective date of the Ordinance Amendment shall be the date a final order is issued by the Department of Economic Opportunity or the Administration Commission finding the Ordinance Amendment in compliance.

SECTION 11. Except as expressly amended herein, the provisions of Clay County Ordinance 2017-30, as amended, shall remain in full force and effect.

SECTION 12. If any portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed so as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Duly adopted by the Board of County Commissioners of Clay County, Florida this 28th day of May, 2019.

BOARD OF COUNTY COMMISSIONERS OF
CLAY COUNTY, FLORIDA

BY:_____
Mike Cella, Chairman

ATTEST:

_____
Lorin L. Mock, Acting County Manager
And Clerk to the Board of County Commissioners

APPENDIX A

IMPACT FEE STUDY DATED SEPTEMBER 5, 2017
AND MODIFIED AS OF MAY 28, 2019

APPENDIX B

[ROAD CONSTRUCTION DISTRICTS]
[not amended by this Ordinance]

APPENDIX C

ROAD IMPACT FEE RATE SCHEDULE
MODIFIED AS OF MAY 28, 2019

ANALYSIS OF TRANSPORTATION FUNDING ISSUES

May 28, 2019

I. IMPACT FEES

In September, 2017, after a number of meetings and workshops, the Clay County Board of County Commissioners voted to adopt the Road Impact Fee Schedule that is currently in effect. The impact fee that was adopted was finalized based on a report by Tindale-Oliver (Report), and was based on a countywide volume to capacity (v/c) ratio of 1.0. A previous draft report provided by Tindale-Oliver (Draft Report) had offered a number of recommendations for the impact fee that were considered by the Board. After careful consideration by the Board, the options were winnowed down to an impact fee that corresponded to a v/c ratio of 0.65 and an impact fee that corresponded to a v/c ratio of 1.0. The Board voted to approve an impact fee that corresponded to a v/c ratio of 1.0.

According to the Report, the County has the option to implement a fee that is based on a v/c ratio that is between the current operational level of service (LOS) of 0.46 and the adopted standard of 1.0, as long as there is a commitment to continue to provide this same LOS in the future. If the Board adopts an increased impact fee based on a v/c ratio of.65, it is anticipated that sufficient revenue will be generated to meet a countywide operational LOS of .65. Exhibit 1 shows what the road impact fee would be based on a v/c ratio of .65, .75, .85, and the County's currently adopted impact fee based on a v/c ratio of 1.0.

Consumption-Based Impact Fee

In the Draft Report of the impact fee recommendations provided to the County by Tindale Oliver, two types of impact fee calculations were presented—consumption-based and needs-based. The Board chose a consumption-based impact fee. According to the Draft Report, a "consumption-based impact fee calculation is a common methodology used by many Florida jurisdictions, which charges new development based upon the burden that the new development activity places on roadways from each land use (demand)." Consumption-based fees provide a conservative estimate of impact fees, allowing the transportation system to grow to an operational v/c ratio of 1.0 based on the County's adopted LOS standards, which will result in a more congested network than Clay County's current operational v/c ratio of 0.46 does.) The Draft Report provided impact fee comparisons corresponding to v/c ratios of .46, .48, and .56. The Draft Report goes on to state that "the County has the option to implement a fee that is based on a v/c ratio that is between the current operational LOS and adopted standard of 1.0 as long as there is a commitment to continue to provide this same LOS in the future." The Report adopted by the Board provides a formula which will allow the County to adjust the rates based upon any proposed v/c ratio.

EXHIBIT 1

Clay County

Summary of Calculated Roadway Impact Fee Rates

ITE LUC	Land Use	Unit	V/C 0.65 Calculated	V/C 0.75 Calculated	V/C 0.85 Calculated	V/C 1.00 Currently Adopted
	RESIDENTIAL:					
210	Single Family (Detached); less than 1,500 sf & Very low income	du	$2,014	$1,709	$1,476	$1,214
	Single Family (Detached); less than 1,500 sf & low income	du	$3,026	$2,568	$2,218	$1,824
	Single Family (Detached); less than 1,500 sf	du	$4,577	$3,887	$3,358	$2,764
	Single Family (Detached); 1,500 to 2,499 sf	du	$5,735	$4,868	$4,206	$3,461
	Single Family (Detached); 2,500 sf or larger	du	$6,478	$5,499	$4,752	$3,910
220	Multi-Family (Apartment)	du	$3,722	$3,158	$2,727	$2,242
230	Residential Condominium/Townhouse	du	$3,244	$2,752	$2,375	$1,952
240	Mobile Home Park	du	$2,117	$1,796	$1,550	$1,273
253	Assisted Living/Congregate Care Facility	du	$550	$466	$402	$330
260	Recreational Home/Vehicle	du	$2,317	$1,967	$1,699	$1,397
	LODGING:					
310	Hotel	room	$2,881	$2,445	$2,112	$1,737
320	Motel	room	$2,073	$1,758	$1,517	$1,245
	INSTITUTIONS:					
530	Private School	1,000 sf	$5,506	$4,671	$4,032	$3,313
550	University	student	$987	$837	$723	$594
560	Place of Worship	1,000 sf	$3,529	$2,994	$2,584	$2,123
610	Hospital	1,000 sf	$7,471	$6,342	$5,479	$4,508
620	Nursing Home	1,000 sf	$1,910	$1,616	$1,392	$1,140
	OFFICE:					
710	Office	1,000 sf	$4,479	$3,802	$3,283	$2,700
760	Research & Development Center	1,000 sf	$4,296	$3,645	$3,148	$2,588
	RETAIL:					
420	Marina	berth	$1,962	$1,666	$1,440	$1,186
816	Hardware/Paint Store	1,000 sf	$5,813	$4,913	$4,225	$3,451
817	Nursery (Garden Center)	1,000 sf	$7,731	$6,537	$5,623	$4,596
818	Nursery (Wholesale)	1,000 sf	$4,430	$3,746	$3,223	$2,634
820	Retail	1,000 sfgla	$8,672	$7,347	$6,334	$5,193
848	Tire Store	1,000 sf	$7,131	$6,045	$5,215	$4,280
857	Discount Club	1,000 sf	$7,334	$6,208	$5,347	$4,379
863	Electronics Superstore	1,000 sf	$5,109	$4,319	$3,714	$3,035
880/881	Pharmacy with or w/o Drive-Thru	1,000 sf	$6,934	$5,864	$5,046	$4,126
890	Furniture Store	1,000 sf	$1,839	$1,560	$1,347	$1,107
947	Car Wash, Self-Service	bay	$7,091	$6,000	$5,166	$4,227
	INDUSTRIAL:					
140	Manufacturing	1,000 sf	$2,001	$1,698	$1,466	$1,205
150	Warehouse	1,000 sf	$1,865	$1,583	$1,366	$1,123
151	Mini-Warehouse	1,000 sf	$648	$549	$473	$387

Table 1 shows a projection of road impact fees for the 10-year period for v/c ratios of .65, .75, .85 and the existing impact fee with a v/c ratio of 1.0. The projections below are based on the amount collected over the 15-month period when impact fees were collected. Please note that projecting impact fee revenue is difficult, in that it depends on growth, % non-residential, and amount of development that is credited against paying impact fees. This projection could vary greatly depending upon the above-listed factors Table 2 lists the current projects with impact fee credit agreements for which no impact fees will be collected as they build out. This will have an effect on the amount of cash revenue received by the County in impact fees.

Table 1 – 10- Year Projected Impact Fee Revenue

v/c – 0.65	v/c – 0.75	v/c- 0.85	v/c- 1.0 (existing)
$43,881,000	$37,273,000	$32,204,000	$26,500,000

Table 2 – Projects with Impact Fee Credit

Development Name	Amount of Residential Development
Crossings DRI	Essentially Built-Out(1)
Fleming Island DRI	Essentially Built-Out(1)
Argyle Forest DRI	Essentially Built-Out(1)
Wilford Preserve	471 dwelling units
Saratoga Springs DRI	4256 dwelling units
Governors Park DRI	6000 dwelling units
Reinhold CR 218 Extension	Eq. 2000 dwelling units

(1) – any remaining development may have impact fee credits

Subsidy of Non-Residential Rates

Road impact fees are a fee, not a tax. Therefore, if the Board raises the impact fee, the increase in fees must apply to all new development. The Board cannot legally raise impact fees on residential and not raise impact fees on non-residential by the same percentage. However, the Board does have the option to subsidize a percentage of the impact fee for any land use out of the general fund. St. Johns County's impact fee ordinance allows for this type of subsidy.

Section D. of the St. Johns County impact fee ordinance reads as follows:

> "D. Subsidization of non-residential Impact Fees. The amounts provided in Exhibit A-2, as adjusted and indexed, reflect a 40 percent (40%) reduction for non-residential Impact Fees from the maximum that may be assessed in Exhibit "C". The amount reduced shall be subsidized by St. Johns County from applicable available non-ad valorem funds in the general fund."

If the Board chooses to subsidize any rate for non-residential development, it is recommended that language similar to this be adopted in the ordinance. The amount of subsidy and the uses to subsidize will be determined by the Board. It is difficult to estimate the amount of total subsidy would be required over the next 10 years to cover the difference in actual fee versus charged fee. If we use historical data over the last 15 months, our estimated collection of road impacts fees is about $2,650,000 per year, or $26,500,000 for the ten-year period. Of that total for the 15-month period, 15% was collected for non-residential development. Staff believes that this percentage is lower than what we have averaged over the past in non-residential development; we believe a more likely percentage of non-residential development is 22 – 24%, particularly due to the construction of the First Coast Expressway and the anticipated development types. The table below shows the amount of annual subsidy that would be required for each of the proposed v/c ratios, applying a low, medium, and high non-residential percentage. The subsidy assumed in this analysis assumes that the total increase above the non-residential impact fee rates will be subsidized by the County.

Table 3a: Annual Non-Residential Subsidy – 15% Non-Residential

v/c – 0.65	v/c – 0.75	v/c- 0.85
$260,715	$161,595	$85,560

Table 3b: Annual Non-Residential Subsidy – 20% Non-Residential

v/c – 0.65	v/c – 0.75	v/c- 0.85
$347,620	$215,460	$114,080

Table 3c: Annual Non-Residential Subsidy – 25% Non-Residential

v/c – 0.65	v/c – 0.75	v/c- 0.85
$442,575	$316,475	$187,700

QTI Exemptions

Section 3.03 of the County's Impact Fee Ordinance establishes an Economic Development Mitigation Program. This program applies for certain Qualified Target Industry (QTI) businesses to address any economic disadvantage (real or perceived) that may occur as the result of the imposition of an impact fee. The program applies to any QTI business, as defined in Section 288.106, Florida Statutes, which will create ten new permanent jobs or a 10% increase in existing employment, with each job paying at 115% of the County's applicable average private sector wage. Any QTI business that meets the requirements is eligible to receive Economic Development Impact Fee Mitigation equal to 100% of the Road Impact Fee. The impact fee for the QTI business shall be funded by other legally available County revenues.

II. TRANSPORTATION IMPROVEMENT PLAN AND ASSOCIATED COSTS

The basis for the 10-year Transportation Improvement Plan is the Clay County Transportation Infrastructure Funding Study, Final Report, (Study) which was prepared by Reynolds, Smith and Hills in January, 2015. While this Study is four years old, it was determined that the construction costs per mile used in the Study were still valid. However, the right-of-way costs, design costs, and engineering costs used in this Study were adjusted to be consistent with the factors adopted in the County's Impact Fee Ordinance. These are lower than used by RS&H in their Study. Final estimates or improvement costs were then adjusted using the FDOT 10-Year Transportation Costs Reports Inflation Factor of 1.337, which represents about a 3% per year inflation rate through the 10-year period.

Needs List

Table 2.1 of the RS&H Study identifies the County Roadway Needs List for the 10-year period (2025 target year). According to the RS&H Study, the 2035 LRTP Cost Feasible Plan and the draft 2040 LRTP Cost Feasible Plan were consulted to determine a list of projects to be included in the ten year transportation project needs list. RS&H also used the North Florida TPO Transportation Improvement Plan and consulted Clay County planning staff to ensure that a comprehensive list of projects was considered. Additionally, RS&H used the Northeast Regional Planning Model (NERPM), established by the FDOT District 2 Office, to conduct transportation modeling analysis on the list of identified projects. County staff updated the Needs Plan in the Study to reflect funding commitments and additional needed improvements. The changes made to the Needs List in the RS&H Study are as follows:

- Add 0.62 mile segment of C.R. 209 from C.R. 315B to U.S. 17.
- Add 2.88 mile segment of C.R. 209 from Sandridge Rd. to C.R. 315B.

- Change length of Cheswick Oaks Extension from 3.16 miles to 2.16 miles to reflect Wilford Preserve Agreement.
- Modify segment of C.R. 220 from 3.4 miles to 3.04 miles, changing eastern terminus to Henley Road rather than Knight Boxx to reflect FDOT funding.
- Change length of Branan Mill Road improvement (Atlantic Drive) from 1.74 miles to 1.24 miles to reflect FDEO Grant funding.
- Modify C.R. 218 Extension between C.R. 739 and FCX to show new 2-lane construction commitment by land owner, with remaining additional 2 lanes included in the Needs Plan.
- Includes Developer committed improvements in the Needs list but not in total costs.

The project cost estimates were then adjusted to reflect updated costs from the County's Public Works Director when available. Exhibit 2 shows the list of Needs Projects as identified in the RS&H Study and modified by County staff. The total costs of the needs list projects is $421,838,614. This total does not include the costs of those projects that are the responsibility of developers or land owners, which are also identified in Exhibit 2.

Priorities List

Staff then identified a Priorities List of projects from the Needs List. The projects that were identified by staff were taken from the RS&H Study, but were modified to reflect the County's project priorities list that has been transmitted to the TPO. Exhibit 3 shows the Priority List of projects by rank order. This order can be modified by vote of the Board. Total costs of the Priorities List is $220,130,204.

Available Revenue

County staff used the same methodology used in the RS&H Study to identify transportation capacity improvement revenue that is available to the County, but adjusted it to reflect updated factors. The one to five cents fuel tax, also known as the Second Local Option Fuel Tax, is a tax of one cent to five cents on every net gallon of motor fuel sold within a county. This tax is not imposed on diesel fuel sold within a county. It may be authorized by an ordinance adopted by a majority plus one vote of the membership of the governing body or voter approval in a countywide referendum. In 2017, the Board voted to authorize the Second Local Option Gas Tax, effective January 1, 2018.

Clay County voters approved a twenty-year extension of the Local Government Infrastructure Surtax, which is a tax of one percent of taxable retail sales. Proceeds from this tax are generally used to finance, plan, and construct infrastructure; to acquire land for public recreation, and to conserve or protect natural resources. County staff provided a projection of the ten-year total

Exhibit 2 - Needs List - 2030

ID#	Roadway	Segment	Project	Length in miles	Unit Cost(1)	Total costs with Multiplier (2)	CIE Funding
A	Baxley Road	C.R. 220 to S.R. 21	Widen to 4 lanes	0.51	N/A(3)	$8,333,176.00	FY 19/20, 20/21/, 21/22
B	Cheswick Oaks Avenue Extension	Wilford Preserve to Challenger Dr.	Widen/New 4 lanes	3.16	$10,115,256.10	$37,325,850.74	
C	C.R. 224	C.R. 220 to S.R. 21	Widen to 6 lanes	2.6	$6,511,948.98	$22,636,837.04	FY 19/20
D	C.R. 218	U.S. 301 to Pine Tree Ave.	Widen to 4 lanes	11.85	$6,068,661.44	$96,148,534.09	
E	C.R. 218	C.R. 739 to S.R. 21	Widen to 4 lanes	4.6	$6,068,661.44	$37,323,481.59	
F	C.R. 218	S.R. 16 to C.R. 739	Widen to 4 lanes	3.4	$6,068,661.44	$27,586,921.17	
G	C.R. 218 Extension	C.R. 739 to FCX	Widen to 4 lanes	2.3	$6,068,661.44	$18,661,740.79	
I	C.R. 220	C.R. 224 to U.S. 17	Widen to 6 lanes	4	$6,511,948.98	$34,825,903.15	FY 19/20
J	C.R. 220	S.R. 21 to Henley Rd.	Widen to 4 lanes	3.04	$6,068,661.44	$24,665,953.05	
K	C.R. 315	S.R. 16 to C.R. 315B	Widen to 4 lanes	3.4	$6,068,661.44	$27,586,921.17	
L	C.R. 739B	C.R. 739 to C.R. 209	Widen to 4 lanes	3.7	$6,068,661.44	$30,021,061.28	FY 22/23
M	Wells Road	S.R. 21 to Aquarius	Add New 2 lane	0.53	$6,740,448.14	$4,776,348.96	
N	Branan Mill Road (Atlantis Drive)	Old Jennings to Trail Ridge	New 2 lane	1.24	$6,740,448.14	$11,174,854.16	
O	Verbena Parkway (4)	Henley Rd. to NS3	New 2 lane	1	$6,740,448.14	$9,011,979.16	
P	C.R. 209	Sandridge Rd. to C.R. 315B	Widen to 4 lanes	2.88	$6,068,661.44	$23,367,744.99	FY 21/22
Q	C.R. 209	C.R. 315B to U.S. 17	Widen to 4 lanes	0.62	N/A(3)	$8,391,307.00	FY 19/20, 20/21
						$421,838,614.35	
	Developer Funded						
H	C.R. 218 Extension	FCX to C.R. 315	New 4 lanes	2.3	$10,115,256.10	$31,105,424.03	
G	C.R. 218 Extension	C.R. 739 to FCX	New 2 lanes	2.3	$6,740,448.14	$20,727,552.08	FY 20/21, 21/22
R	Green Cove Springs Bypass	U.S. 17 to S.R. 16	New 4 lanes	5.75	$10,115,256.10	$77,763,560.08	
B	Cheswick Oaks Avenue Extension	Wilford Preserve to Challenger Dr.	New 2 lanes	1	$6,740,448.14	$9,011,979.16	

Note - segments in purple not in Priority list

(1) - includes 10% design; 8% engineering; 40% ROW

(2) - FDOT 10-Year Transportation Costs Reports Inflation Factor of 1.337

(3) - Programmed Costs Exceed Standard Estimate

(4) - Lake Asbury APF Road

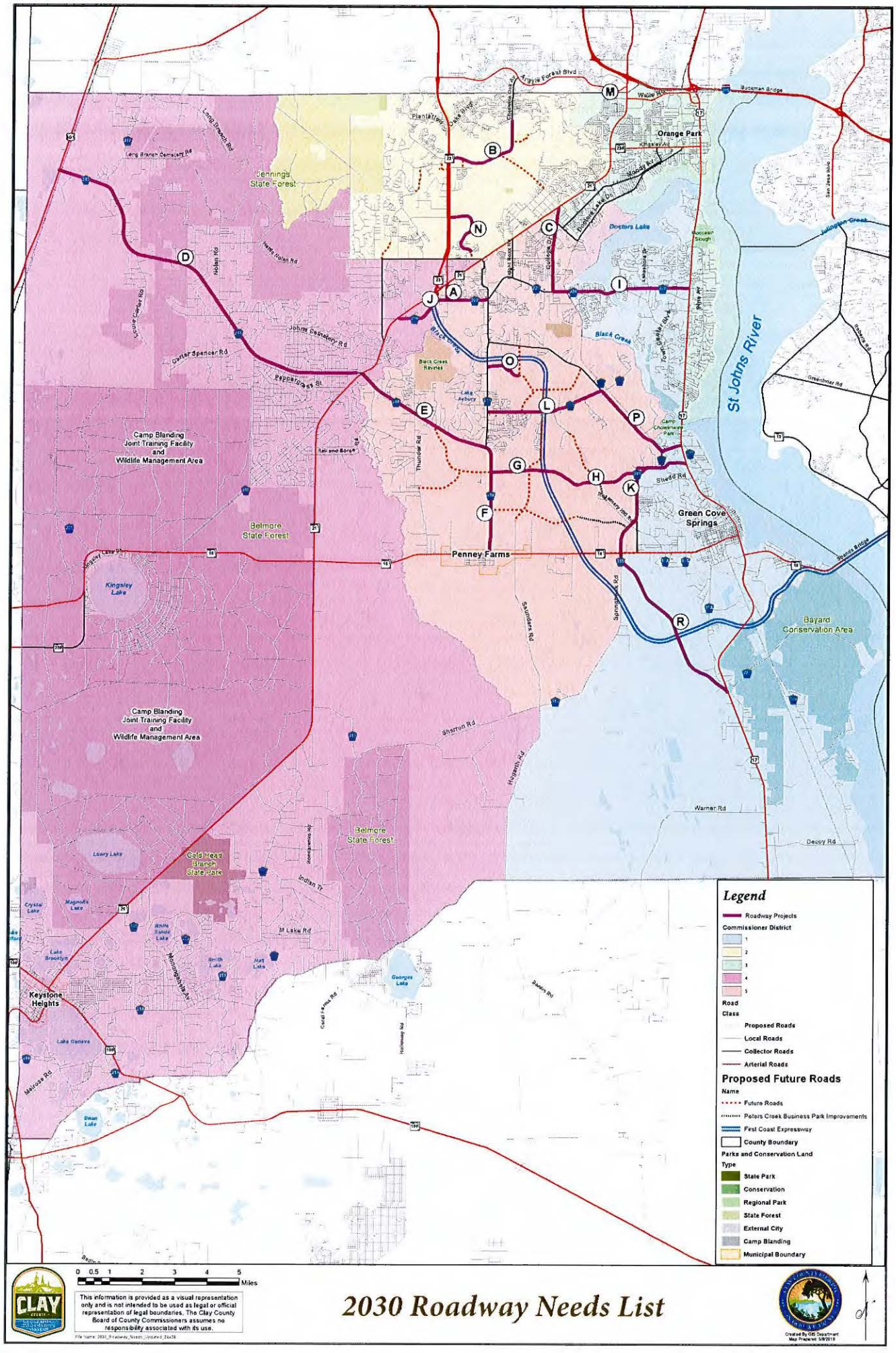
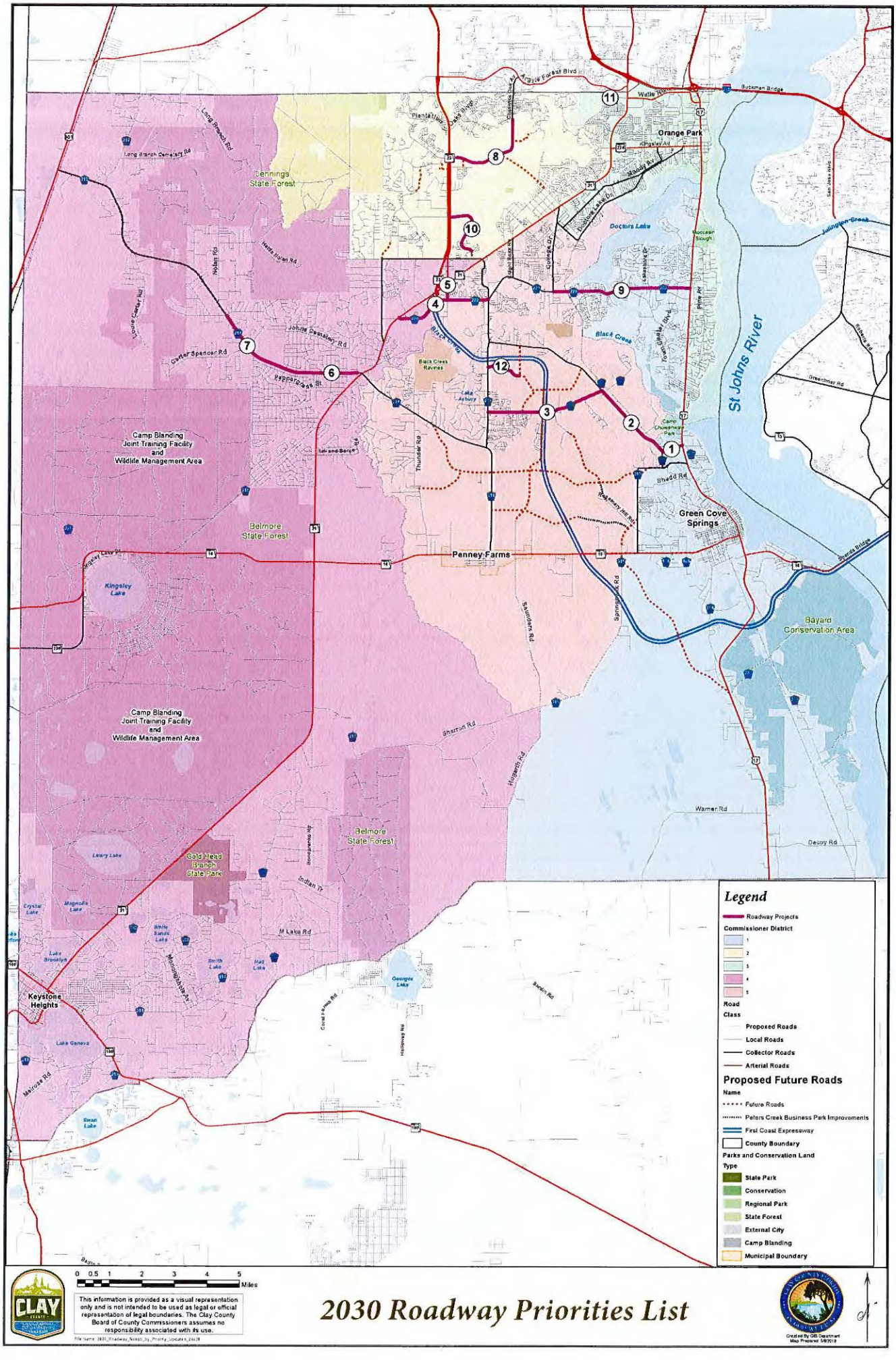

Legend
Roadway Projects
Commissioner District
1
2
3
4
5
Road Class
Proposed Roads
Local Roads
Collector Roads
Arterial Roads
Proposed Future Roads
Name
Future Roads
Peters Creek Business Park Improvements
First Coast Expressway
County Boundary
Parks and Conservation Land
Type
State Park
Conservation
Regional Park
State Forest
External City
Camp Blanding
Municipal Boundary
0 0.5 1 2 3 4 5 Miles
This information is provided as a visual representation only and is not intended to be used as legal or official representation of legal boundaries. The Clay County Board of County Commissioners assumes no responsibility associated with its use.
2030 Roadway Needs List
Orange Park
Green Cove Springs
Penney Farms
Jennings State Forest
Belmore State Forest
Camp Blanding Joint Training Facility and Wildlife Management Area
Doctors Lake
Black Creek
St Johns River
Bayard Conservation Area
Cold Head Branch State Park
Keystone Heights
Lake Geneva
Lake Brooklyn
Kingsley Lake
Loary Lake
Magnolia Lake
Crystal Lake
White Sands Lake
Smith Lake
Hart Lake
Georges Lake
Shaw Lake
Long Branch Cemetery Rd
Long Branch Rd
Louise Carter Rd
Helen Rd
Henry Helen Rd
Johns Cemetery Rd
Carter Spencer Rd
Peppertown St
Thunder Rd
Black Creek Rd
Town Center Blvd
Plantation Oaks Blvd
Argyle Forest Blvd
Wells Rd
Buckman Bridge
Doctors Lake Dr
Kingsley Lake Dr
Shadd Rd
Saunders Rd
Springbrook Rd
Sharron Rd
Hibberth Rd
Warner Rd
Decoy Rd
Indian Trl
M Lake Rd
Cecil Field Rd
Holloway Rd
Sanders Rd
Melrose Rd
Created By GIS Department
Map Prepared: 5/8/2019

Exhibit 3: Priorities List - 2030

ID#	Roadway	Segment	Project	Length in miles	Unit Cost(1)	Total costs with Multiplier (2)	CIE Funding
1	C.R. 209	C.R. 315B to U.S. 17	Widen to 4 lanes	0.62	N/A(3)	$8,391,307.00	FY 19/20, 20/21
2	C.R. 209	Sandridge Rd. to C.R. 315B	Widen to 4 lanes	2.88	$6,068,661.44	$23,367,744.99	FY 21/22
3	C.R. 739B	C.R. 739 to C.R. 209	Widen to 4 lanes	3.7	$6,068,661.44	$30,021,061.28	FY 22/23
4	C.R. 220	S.R. 21 to Henley Rd.	Widen to 4 lanes	3.04	$6,068,661.44	$24,665,953.05	
5	Baxley Road	C.R. 220 to S.R. 21	Widen to 4 lanes	0.51	N/A(3)	$8,333,176.00	FY 19/20, 20/21/, 21/22
6	C.R. 218	Cosmos to Aster/Pine Tree Ave.	Widen to 4 lanes	2.25	$6,068,661.44	$18,256,050.78	FY 18/19
7	C.R. 218	Blue Jay/Mallard Rd. to Cosmos Ave.	Widen to 4 lanes	2.23	$6,068,661.44	$18,093,774.77	
8	Cheswick Oaks Avenue Extension	Savannah Glen Blvd. to Challenger Dr.	New 4 lanes	2.16	$10,115,256.10	$29,212,050.40	
9	C.R. 220	C.R. 224 to U.S. 17	Widen to 6 lanes	4	$6,511,948.98	$34,825,903.15	FY 19/20
10	Branan Mill Road	Old Jennings to Trail Ridge	New 2 lane	1.24	$6,740,448.14	$11,174,854.16	
11	Wells Road	S.R. 21 to Aquarius	Add New 2 lane	0.53	$6,740,448.14	$4,776,348.96	
12	Verbena Parkway (4)	Henley Rd. to NS3	New 2 lane	1	$6,740,448.14	$9,011,979.16	
						$220,130,203.69	
	Developer Funded						
H	C.R. 218 Extension	FCX to C.R. 315	New 4 lanes	2.3	$10,115,256.10	$31,105,424.03	
G	C.R. 218 Extension	C.R. 739 to FCX	New 2 lanes	2.3	$6,740,448.14	$20,727,552.08	FY 20/21, 21/22
R	Green Cove Springs Bypass	U.S. 17 to S.R. 16	New 4 lanes	5.75	$10,115,256.10	$77,763,560.08	
B	Cheswick Oaks Avenue Extension	Wilford Preserve to Challenger Dr.	New 2 lanes	1	$6,740,448.14	$9,011,979.16	

(1) - includes 10% design; 8% engineering; 40% ROW
(2) - FDOT 10-Year Transportation Costs Reports Infl
(3) - Programmed Costs Exceed Standard Estimate
(4) - Lake Asbury APF Road


Legend
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Proposed Roads
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St Johns River
Black Creek
Doctors Lake
Kingsley Lake
Lowry Lake
Gold Head Branch State Park
Keystone Heights
Lake Geneva
Bayard Conservation Area
Created By GIS Department
Map Prepared 5/8/2019

tax that will be collected. It should be noted that County's projections of the surtax are significantly higher than the Study, and these higher projections have been accounted for. In addition, it is assumed that less than 100% of the surtax will be allocated for road capacity enhancement projects. Consistent with the RS&H Study, 10-year projections are shown for 100% of the surtax and 65% of the surtax. For budgetary planning purposes, the 65% total seems more reasonable. Exhibit 4 shows the 10-year projections of revenue available for roadway capacity improvements. Exhibit 5 is the currently adopted Capital Improvements Plan showing the funding amounts and funding year for transportation projects.

III. ELIMINATION OF TRANSPORTATION CONCURRENCY/FAIR SHARE PROGRAM

Subsection 163.3180(1), Florida Statutes, states that sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis. Transportation is no longer a required public facility subject to concurrency requirements. However, Clay County has continued to require development to meet the adopted transportation concurrency requirements of the Land Development Code. Paragraph 163.3180(5)(i), Florida Statutes, states that if a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system. Most local government have elected to adopt a mobility fee in place of transportation concurrency. The language is permissive and not absolute – it *encourages* the local government to adopt an alternative mobility funding system.

A majority of local governments that have adopted mobility fees are urban and have a more robust transit system than does Clay County. In effect, a mobility fee is an impact fee that is used for more than roads. According to Tindale Oliver's Hillsborough County Mobility Fee Study, Hillsborough County "is interested in converting the current roadway-based transportation impact fee to a mobility fee. A mobility fee shares the same basic principles as a road impact fee except that it provides additional flexibility to fund capital infrastructure for transit, bicycle, and pedestrian facilities, in addition to roads, therefore recouping costs associated with new development's impact to the entire transportation system (excluding rail, interstates, and toll facilities)." At this time, most of Clay County does not have the densities to support transit, or walkable communities. As such, our roads impact fee is essentially a mobility fee, because mobility in Clay County is for the most part accommodated by the single-occupant vehicle. As the County continues to develop, a mobility fee may become more practical, but it is not practical at this time.

Exhibit 4 - Projected Revenue

Revenue Source	100% surtax	65% surtax			
		Impact fee v/c - 1.0	Impact fee v/c - .85	Impact fee v/c - .75	Impact fee v/c - .65
Second Local Option Gas Tax	$24,909,924	$24,909,924	$24,909,924	$24,909,924	$24,909,924
Local Government Infrastructure 5urtax	$236,217,714	$153,541,514	$153,541,514	$153,541,514	$153,541,514
Impact Fees	$26,500,000	$26,500,000	$32,204,000	$37,273,000	$43,881,000
Concurrency Fees (Fair Share) (1)	$0.00	$0.00	$0.00	$0.00	$0.00
	$287,627,638	$204,951,438	$210,655,438	$215,724,438	$222,332,438

(1) Unpredictable source of income. Credited against impact fees but certain projects' fair share amounts could exceed impact fees.

Exhibit 5

Exhibit A
Table 1. Clay County Capital Improvements
CLAY COUNTY, FLORIDA
FY 2018-19
CIP Combined
BCC - True Up 02/26/19

		2018-19	2019-20	2020-21	2021-22	2022-23
Section I	**COMPREHENSIVE PLAN CAPITAL IMPROVEMENTS**					
	Traffic Circulation Element					
6076	Challenger Center Roadway	827,543	-	-	-	-
6100	Atlantis Drive (State Funded)	2,065,000	-	-	-	-
6031	CR 218 Widening from Astor to Cosmos	4,500,000	-	-	-	-
6077	CR 218 Safety Improvements	-	-	-	-	-
6083	CR 218 Extension	-	-	2,000,000	7,000,000	-
6085	Cheswick Oaks Avenue Extension	4,337,124	-		-	-
6065	CR 220 (CR209 to Knight Boxx)	3,663,289	-	-	-	-
6064B	Tynes Blvd Ext.	302,052	-	-	-	-
6064	Tynes Blvd Ext. - Non-Bond	3,000,000	-	-	-	-
6094	CR 315C - CR 214 (State Funded)	2,827,500	-	-	-	-
6095	CR224 (College) RR-CR-220 to SR-21 Blanding (RW widening)	451,942	3,558,440	-	-	-
	Intersection Improvement/Minor Capacity	-	500,000	500,000	500,000	500,000
	Baxley Road - CR220 to SR-21 (Blanding Blvd.)	-	384,938	1,451,808	6,496,430	-
	CR 209 - CR 315B to Sandridge (widening & recon ineld bridge)	-	-	-	2,621,124	-
	Sandridge - Henley to CR 209	-	-	-	-	3,193,346
6096	State Road 23 Access/Frontage Roads	198,850	680,727	-	-	-
6097	County Road 209 - US 17 to CR315B	861,969	2,323,042	6,068,265	-	-
	County Road 220 SR-23 to W OF Henley Rd	-	-	-	1,299,600	2,442,000
6098	County Road 220 RRR - Swimming Pen Creek to US 17	403,520	3,177,179	-	-	-
	Total Capital Improvement Plan Improvements	23,438,789	10,624,326	10,020,073	17,917,154	6,135,346
Section II	**NON-PLAN CAPITAL IMPROVEMENTS**					
	Transportation					
6059	Equipment - Transportaton	2,105,491	1,539,473	1,452,000	387,714	1,082,250
6093	Bridge Improvements	500,000	-	-	-	-
6087	Oakleaf Plantation/Deer View Ln Signal	-	-	-	-	-
	Parks and Recreation					
6048	Moody Ave Ball Field/Drainage	-	-	-	-	-
	Fairgrounds Master Plan Improvements	-	-	510,000	-	-
	Family Tree House at Camp Chow	-	60,600	-	-	-
	Kitchen/Dining Hall at Squirrel Run/Camp Chow	-	42,420	-	-	-
	Moccasin Slough (Pavillions)	-	-	-	-	74,880
6058	Parks and Recreation Equipment	55,178	-	-	-	-
6061	Oakleaf Community Park	-	-	-	-	-
6062	Multipurpose Field @ Fleming Island (FIAA)	300,000	-	-	-	-
6063	Fleming Island Baseball Park	2,536,319	-	-	-	-
6068	Omega Park	469,481	-	-	-	-
6088	Keystone Heights Trailhead*	46,000	-	-	-	-
	Environmental					
	Animal Services - Building	-	-	714,000	4,789,500	2,236,000
6051	Equipment - Animal Services	364,498	-	-	-	-
	Public Safety					
6049	Sheriff Multipurpose	111,061	303,000	408,000	4,532,000	-
	Burn Building	-	-	-	-	135,200
	Gun Range	-	-	816,000	4,532,000	4,201,600
6054	800 MHz	4,572,105	-	-	-	-
6055	Station 11 Replacment	250,000	-	-	-	-
6089	Fire Station 20 - GCS	300,000	3,030,000	-	-	-
	Fire Station 15	-	-	-	309,000	3,120,000
	Fire Station 17	-	-	-	-	312,000
6057	Equipment - Public Safety	4,333,331	1,704,925	1,077,148	1,494,976	2,864,527
6078	Sheriff Capital Equipment & Vehicles	1,548,638	1,212,000	1,326,000	1,545,000	1,560,000
6084	SRO Capital Equipment & Vehicles	-	-	-	-	-

2 13 2019 12 13 PM

The County began requiring fair share contributions to meet concurrency on October 1, 2004. The total fair share collected to date is $9,490,560.83 over the 14 ½ year period. The average annual fair share collected totals $654,521.44. As can be seen, the annual fair share over the period during which fair share is charged is substantially less than projected annual impact fee revenue and, if projected forward, is expected to continue to be less than impact fees. However, it should be noted that the Board recently changed the impact area from one mile to three miles. As a result, there are some projects that, depending on location, will pay more in concurrency fair share payments than impact fees if transportation concurrency is retained. For example, staff estimates that the highest potential fair share payment for a residential project is $9600 - $9800 per unit, which is almost three times greater than the current impact fee. In any event, fair share payments credit against impact fee obligations for a development on a dollar for dollar basis.

Comprehensive Plan Amendment

The State of Florida recommends that local governments develop financial feasibility plans to fund necessary infrastructure caused by growth. Staff believes that the County should only repeal transportation concurrency if there are sufficient revenue sources to provide for a financially feasible plan to fund necessary road improvements. It is likely that the State would object to a simple repeal of concurrency without a funding plan proposed to address that repeal. An increase in the impact fee would represent an effort by the County to adequately fund necessary road improvements and fill any possible void of funding resulting from the repeal of fair share.

In order to repeal transportation concurrency, the County will need to amend the Comprehensive Plan, with transmittal of these amendments addressed at the June Planning Commission and Board meetings. Several policies in the Future Land Use Element, particularly those dealing with site specific policy approvals, will be amended to delete reference to transportation concurrency (reference to general concurrency will be retained consistent with State law). Other policies that refer to concurrency will be retained to meet the State requirement that certain public facilities and services are still required to be subject to concurrency. Below is a schedule for the amendment of the Comprehensive Plan to repeal

concurrency, provided the State does not object.

Schedule for Repeal of Concurrency

June 4, 2019	Planning Commission	Transmittal of Comp Plan Amendments
June 25, 2019	Board of County Commissioners	Transmittal of Comp Plan Amendments
July, 2019	FDEO, FDOT, other Agencies	Review of Amendments
Aug. 13, 2019	Board of County Commissioners	Adoption of Comp Plan Amendments
Sept. 13, 2019		Effective Date of Amendments

Land Development Regulations

Article IV of the County's Land Development Code addresses concurrency. Reference to transportation concurrency will need to be deleted from that Article, however concurrency for other required elements and optional elements that are included in the Article will be retained. Staff has proposed changes to Article XA (Fairshare) and to move it into Article IV. If the Board repeals transportation concurrency, Article XA will be removed from the Land Development Code. Existing Fair Share agreements will remain in effect to the extent any developer needs it for the purpose of crediting any fair share payment against the development's impact fee obligation. In addition, Article X of the Land Development Code addresses Developer Agreements and will have to be amended to delete reference to those developer agreements that address transportation concurrency requirements.

Impact Fee/transportation/2019/2019 impact fee white paper-2d redline

Clay County
Summary of Calculated Roadway Impact Fee Rates

ITE LUC	Land Use	Unit	V/C 0.65 Calculated
	RESIDENTIAL:		
210	Single Family (Detached); less than 1,500 sf & Very low income	du	$2,014
	Single Family (Detached); less than 1,500 sf & low income	du	$3,026
	Single Family (Detached); less than 1,500 sf	du	$4,577
	Single Family (Detached); 1,500 to 2,499 sf	du	$5,735
	Single Family (Detached); 2,500 sf or larger	du	$6,478
220	Multi-Family (Apartment)	du	$3,722
230	Residential Condominium/Townhouse	du	$3,244
240	Mobile Home Park	du	$2,117
253	Assisted Living/Congregate Care Facility	du	$550
260	Recreational Home/Vehicle	du	$2,317
	LODGING:		
310	Hotel	room	$2,881
320	Motel	room	$2,073
	INSTITUTIONS:		
530	Private School	1,000 sf	$5,506
550	University	student	$987
560	Place of Worship	1,000 sf	$3,529
610	Hospital	1,000 sf	$7,471
620	Nursing Home	1,000 sf	$1,910
	OFFICE:		
710	Office	1,000 sf	$4,479
760	Research & Development Center	1,000 sf	$4,296
	RETAIL:		
420	Marina	berth	$1,962
816	Hardware/Paint Store	1,000 sf	$5,813
817	Nursery (Garden Center)	1,000 sf	$7,731
818	Nursery (Wholesale)	1,000 sf	$4,430
820	Retail	1,000 sfgla	$8,672
848	Tire Store	1,000 sf	$7,131
857	Discount Club	1,000 sf	$7,334
863	Electronics Superstore	1,000 sf	$5,109
880/881	Pharmacy with or w/o Drive-Thru	1,000 sf	$6,934
890	Furniture Store	1,000 sf	$1,839
947	Car Wash, Self-Service	bay	$7,091
	INDUSTRIAL:		
140	Manufacturing	1,000 sf	$2,001
150	Warehouse	1,000 sf	$1,865
151	Mini-Warehouse	1,000 sf	$648

*If a golf course has more than 46,000 sq ft of structures/retail, it is recommended that it be charged the "per hole" ra

V/C 0.75	V/C 0.85	V/C 1.00
Calculated	Calculated	Currently Adopted
$1,709	$1,476	$1,214
$2,568	$2,218	$1,824
$3,887	$3,358	$2,764
$4,868	$4,206	$3,461
$5,499	$4,752	$3,910
$3,158	$2,727	$2,242
$2,752	$2,375	$1,952
$1,796	$1,550	$1,273
$466	$402	$330
$1,967	$1,699	$1,397
$2,445	$2,112	$1,737
$1,758	$1,517	$1,245
$4,671	$4,032	$3,313
$837	$723	$594
$2,994	$2,584	$2,123
$6,342	$5,479	$4,508
$1,616	$1,392	$1,140
$3,802	$3,283	$2,700
$3,645	$3,148	$2,588
$1,666	$1,440	$1,186
$4,913	$4,225	$3,451
$6,537	$5,623	$4,596
$3,746	$3,223	$2,634
$7,347	$6,334	$5,193
$6,045	$5,215	$4,280
$6,208	$5,347	$4,379
$4,319	$3,714	$3,035
$5,864	$5,046	$4,126
$1,560	$1,347	$1,107
$6,000	$5,166	$4,227
$1,698	$1,466	$1,205
$1,583	$1,366	$1,123
$549	$473	$387

te. If not, charge the retail (<200,000 gsf) rate per 1,000 sf

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 28 4:00 PM

TO: Board of County Commissioners

DATE: 5/21/2019

FROM: Karen Thomas, Administrative & Contractual Services

SUBJECT:
Bid Opening Tabulation for May 14, 2019:
A. Bid #18/19-29, Printing, Mailing and Design Services

Bid Opening Tabulation for May 21, 2019:
A. Bid #18/19-27, Waste Tire Management Services

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Letters of Documentation

ATTACHMENTS:

Description	Type	Upload Date	File Name

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/22/2019 - 2:18 PM	
County Manager	Mock, Lorin	Approved	5/22/2019 - 3:09 PM	

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: **Various Equipment and Amenities for Parks and Playgrounds**

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Custom Canopies Inc.	✓	✓	✓	TBD
2	Dominica Recreation Products	✓	✓	✓	TBD
3	Rosette Equipment Company	✓	✓	✓	TBD
4	Recycled Plastic Factory LLC	✓	✓	✓	TBD
5	Playworx Playsets LLC.	✓	✓	✓	TBD
6	Dynamo Industries	✓	✓	✓	TBD
7	Robertson Industries	✓	✓	✓	TBD
8	RCP Shelters	✓	✓	✓	TBD
9	Miracle Recreation/True North	✓	✓	✓	TBD
10	Nevco Sports LLC	✓	✓	✓	TBD
11	Regal Contractors, Inc.	✓	✓	✓	TBD
12	Wausau Tile Inc.	✓	✓	✓	TBD
13	MuscoSports Lighting LLC	✓	✓	✓	TBD
14	Greenfield Outdoor Fitness, Inc.	✓	✓	✓	TBD
15	Miller Recreation Equipment & Design Inc	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Frisk
(BCC)

Clerk

Department Representative

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: **Various Equipment and Amenities for Parks and Playgrounds**

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Playmore Recreational Products	✓	✓	✓	TBD
2	Top Line Recreation	✓	✓	✓	TBD
3	Rep Services Inc.	✓	✓	.	TBD
4	Southern Recreational Inc.	✓	✓	✓	TBD
5	Bleis Products & Services Inc.	✓	✓	✓	TBD
6	Swartz Associates	✓	✓		TBD
7	Play Spaces Services Inc	✓	✓	✓	TBD
8	Advanced Recreational Concepts				
9					
10					
11					
12					
13					
14					
15					

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

facilities maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Clerk

Department Representative

Clay County
Sports Lighting Bid Sheet

Manufacturer:	Musco Sports Lighting, LLC
Address:	100 1st Ave West, PO Box 808
City, State, Zip Code:	Oskaloosa, IA 52577
Contact:	Ryan Tighe
Phone:	800-825-6030
Fax:	641-673-1996
Email:	musco.contracts@musco.com
Federal ID#:	42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

A. Light-Structure System with Total Light Control – TLC for LED™ & SportsCluster System with Total Light Control – TLC for LED™

Light-Structure System with Total Light Control – TLC for LED™

The Light-Structure System with TLC for LED™ includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster System with Total Light Control – TLC for LED™

SportsCluster System with TLC for LED™ includes electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster System® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	**$153,700**	**$106,100**	50 FC	**$234,100**	**$156,100**
360' x 160'	70'	30 FC	**$187,300**	**$118,400**	50 FC	**$266,700**	**$168,600**
360' x 160'	100'	30 FC	**$219,100**	**$118,700**	50 FC	**$319,500**	**$169,100**
360' x 160'	120'	30 FC	**$237,800**	**$130,700**	50 FC	**$331,800**	**$187,300**

SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30’	30 FC	**$166,000**	**$90,600**	50 FC	**$211,800**	**$131,700**
330x200	50’	30 FC	**$166,000**	**$90,600**	50 FC	**$224,400**	**$143,800**
360x210	30’	30 FC	**$166,000**	**$90,600**	50 FC	**$224,400**	**$143,800**
360x210	50’	30 FC	**$177,700**	**$106,100**	50 FC	**$257,100**	**$164,500**
360x225	30’	30 FC	**$178,600**	**$105,800**	50 FC	**$237,000**	**$155,800**
360x225	50’	30 FC	**$179,500**	**$106,100**	50 FC	**$271,500**	**$170,200**

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level (Inf/Out)	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
60’ Base Path	200’	30/20	**$107,400**	**$70,300**	50/30	**$119,200**	**$78,800**
60’ Base Path	225’	30/20	**$122,100**	**$80,500**	50/30	**$134,000**	**$92,100**
60’ Base Path	250'	30/20	**$127,200**	**$80,500**	50/30	**$149,900**	**$103,000**
60’ Base Path	300’	30/20	**$173,300**	**$119,800**	50/30	**$205,500**	**$134,300**
60’ Base Path	320'	30/20	**$177,800**	**$124,300**	50/30	**$226,800**	**$146,300**
90' Base Path	300'	50/30	**$235,900**	**$147,400**	70/50	**$325,300**	**$208,500**
90' Base Path	325'	50/30	**$259,600**	**$159,500**	70/50	**$352,300**	**$228,400**
90' Base Path	350'	50/30	**$273,100**	**$172,500**	70/50	**$403,800**	**$252,600**
90’ Base Path	320/360/320	50/30	**$261,200**	**$160,800**	70/50	**$413,600**	**$255,300**
90’ Base Path	330/400/330	50/30	**$366,200**	**$212,600**	70/50	**$464,600**	**$281,000**

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	**$69,500**	**$49,400**
3	50 FC	**$81,500**	**$52,600**
4	50 FC	**$81,500**	**$52,600**
6	50 FC	**$162,400**	**$102,300**

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	**$61,100**	**$44,300**

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	**$25,500**

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320’ x 200’	1 FC	**$28,600**	**$0.45/sq ft**

1. This pricing is based on using Musco’s typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.

2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.

3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.

4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

B. Light-Structure System with Green Generation Lighting® metal halide technology or SportsCluster System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360’ x 160’ Football @ 30FC (50’ SETBACK)

$153,700 X 15% = $23,055

$153,700 - $23,055

Metal Halide Technology Pricing = $130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the “Musco Constant 10™” document.

C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	**$3,500**	per fixture
Control-Link Retrofit Unit (material only)	**$8,500**	per unit
Control-Link Unit - Multiple Services (material only)	**$6,700**	per unit
Osprey Nest Platforms	**$3,000**	each
LED Security Fixture (mount on Musco pole)	**$1,850**	per fixture
LED Pathway Lighting (8' pole with LED fixture)	**$2,300**	per pole
LED Area Lighting (15' pole with LED fixture)	**$2,250**	per pole
LED Roadway Lighting (30' pole with LED fixture)	**$2,550**	per pole
LED Bollard Lighting (42" pole with LED fixture)	**$800**	per pole
LED Controls - Multi-Watt™ Dimming	**$100**	per fixture

Section II: Adders/Deducts

A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.

B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.

C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

Section III: Labor Costs

A. Pole Installation **(price per pole)**

Pole Height	LS 2017 FBC 130 mph Price
40’	**$4,150**
50’	**$4,300**
60’	**$4,600**
70’	**$5,300**
80’	**$6,450**
90’	**$9,500**
100’	**$11,550**
110’	**$17,550**

B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.

C.	Removal of Existing Concrete Poles	**$4,600 per pole**
D.	Removal of Existing Wooden Poles	**$1,750 per pole**
E.	Straighten Concrete Pole	**$5,000 per pole**
F.	Patching Concrete Poles	**$4,000 per pole**
G.	Installation of Fixtures on Existing Poles	**$6,000 per pole**
H.	Installation of Control Link Retrofit	**$2,100 per unit**
I.	Retrofit existing Gymnasium with LED	**$750 per fixture**
J.	Site Inspection – Evaluation of existing lighting system	**$2,500 per project**

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	**$12,650 each**
Option B – 400 Amp Service (Section IV, A, 1)	**$21,300 each**
Option C – 600 Amp Service (Section IV, A, 1)	**$25,900 each**
Option D – 800 Amp Service (Section IV, A, 1)	**$28,750 each**

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	**$100 each**
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	**$110 each**

2. Wiring from Contactors to Poles

a. 2” PVC with (4) #1 THWN conductors	**$30 per foot**
b. 2 ½” PVC with (4) 3/0	**$40 per foot**
c. 4” PVC with (4) 500mcm	**$75 per foot**
d. (2) 4” PVC with (4) 300mcm	**$98 per foot**

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500’ the per foot pricing will apply.

a	10	$5,400	**$5.75 per foot**
b	8	$5,980	**$8.65 per foot**
c	6	$6,210	**$11.50 per foot**

4. Pull Boxes

a. Brooks 38T pull box with 8” x 8” x 6” PVC box Inside	**$600 each**
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	**$150 each**

C. Installation of Contactor Cabinets

a. 48” Cabinet	**$5,750 each**
b. 72” Cabinet	**$8,650 each**

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	**$1,200 each**
2. Surge Arrestor – protection on line side of panel	**$9,900 each**

E. Pole Grounding

1. Provide and install ground rods for poles 70’ and below	**$900 per pole**
2. Provide and install ground rods for poles 80’ and above	**$1,450 per pole**

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	**$6,600 each**
	2. Adder for 400 amp service	**$9,950 each**
	3. Adder for 600 amp service	**$15,900 each**
	4. Adder for 800 amp service	**$26,450 each**
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	**$1,350 per project**
	2. Foundation and pole plans based on geotech report	**$3,300 per project**
C.	Geotech report	**$9,950 per project**
D.	Bonding (over $200,000)	**$2,000 per $100,000**
E.	Site survey	**$3,300 per project**
F.	Project management	**$6,000 per project**

Section VI: Yearly Adjustments

A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.

B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.

C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

Sports Lighting - Base Bid Lighting Equipment

Part 1 - General

A. The project goals are as follows:
   i. Guaranteed Light Levels: Selection of the appropriate light levels impact the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.
   ii. Environmental Light Control: Provide precise control of light with engineered optic systems using proven spill and glare reduction methods. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances, offsite spill and glare. If required, lighting manufacturer will meet Dark Skies requirements.
   iii. Life Cycle Costs: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect luminaire outages over a 25 year life cycle.
   iv. Control and Monitoring: To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages over the 25 years life cycle. All communication and monitoring costs for the 25 year period shall be included in the pricing.

B. Sports Lighting Performance
   i. The performance shall be in accordance with IES RP-6-15, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.
   ii. Uniformity Ratio: The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:
      1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the lamp and shall be maintained for the warranty life.

Football – Standard 4-pole layout, with poles located at the 15-yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
360’ x 160’	50’	30 fc	50 fc	2.0:1	30’ x 30’	72
360’ x 160’	70’	30 fc	50 fc	2.0:1	30’ x 30’	72
360’ x 160’	100’	30 fc	50 fc	2.0:1	30’ x 30’	72
360’ x 160’	120’	30 fc	50 fc	2.0:1	30’ x 30’	72

Soccer – Standard 4-pole layout, with poles located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.40)) from the centerline, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of (Field Length/2 – ((Field Width/2 + Setback) x 0.28) from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
330x200	30’	30 fc	50 fc	2.0:1	30’ x 30’	77
330x200	50’	30 fc	50 fc	2.0:1	30’ x 30’	77
360x210	30’	30 fc	50 fc	2.0:1	30’ x 30’	84
360x210	50’	30 fc	50 fc	2.0:1	30’ x 30’	84
360x225	30’	30 fc	50 fc	2.0:1	30’ x 30’	96
360x225	50’	30 fc	50 fc	2.0:1	30’ x 30’	96

Baseball (90’ Base path) – Standard A-pole locations are 50’ down line and 55’ off for a 90’ base path. Standard B-pole locations are 5’ beyond the outfield radius and 10’ off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + (Base path* 0.5))/2) and 40’ off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5’ beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design. Standard D-pole locations are 5’ beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Softball (60’ Base path) – Standard A-pole locations are 35’ down line and 40’ off for a 60’ base path. Standard B-pole locations are 5’ beyond the outfield radius and 10’ off the foul line for a 4-pole design and are at a distance down the line of ((Foul Line + (Base path*0.5)/2) and 40’ off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5’ beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8–pole design.

Field Type	Field Size	Target Light Level (Inf/Out)	Target Light Level (Inf/Out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (Infield / Outfield)
60’ Base Path	200’	30/20 fc	50/30 fc	2.0:1	2.5:1	20’ x 20’	25/73
60’ Base Path	225’	30/20 fc	50/30 fc	2.0:1	2.5:1	20’ x 20’	25/96
60’ Base Path	250'	30/20 fc	50/30 fc	2.0:1	2.5:1	20’ x 20’	25/119
60’ Base Path	300’	30/20 fc	50/30 fc	2.0:1	2.5:1	20’ x 20’	25/181
60’ Base Path	320'	30/20 fc	50/30 fc	2.0:1	2.5:1	20’ x 20’	25/209
90' Base Path	300'	50/30 fc	70/50 fc	2.0:1	2.5:1	30’ x 30’	25/73
90' Base Path	325'	50/30 fc	70/50 fc	2.0:1	2.5:1	30’ x 30’	25/90
90' Base Path	350'	50/30 fc	70/50 fc	2.0:1	2.5:1	30’ x 30’	25/106
90' Base Path	320/360/320	50/30 fc	70/50 fc	2.0:1	2.5:1	30’ x 30’	25/100
90' Base Path	330/400/330	50/30 fc	70/50 fc	2.0:1	2.5:1	30’ x 30’	25/121

Tennis – Standard pole locations are 6’ beyond the serving line and 3’ outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

Basketball - Outdoor - Standard pole locations are 6’ beyond the end line and 6’ beyond the sideline of the outer court.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1

Basketball - Indoor - Lighting shall be provided utilizing LED luminaires

# Courts	Target Light Level	Uniformity
94’ x 50’	80 fc	2.0:1

Parking Lots - Lighting shall be provided utilizing LED luminaires*

Parking lot	Total Square Feet	Target Average Light Level	Uniformity
320’ x 200’	64,000	1 fc	N/A

*Pricing for alternate size parking lots may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

C. Point by Point Analysis

i. Measurements of light shall be demonstrated on computer generated model that consists of a grid of specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing each field.

ii. Light Level and Uniformity Ratio shall be calculated and shown on the computer generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

Computer Models - Test Stations

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30’ x 30’
Soccer	Entire Field	30’ x 30’
Baseball	Entire Field	30’ x 30’
Softball	Entire Field	20’ x 20’
Tennis Courts 1 – 6	Entire Court	20’ x 20’
Basketball Courts 2	Entire Court	20’ x 20’
Basketball – indoor	Entire Court	10’ x 10’
Parking Lot	Entire area (320’x200’)	4’ x 4’

D. Spill/Glare Equipment

i. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but no limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.

ii. Glare Control: Maximum candela measured at 5’ above grade at a distance of 100’ should be better than that of a comparable HID design. These values are defined for typical sports fields listed below.*

Typical Field Type	Maximum Candela at 100’
Baseball	<7,000 candela
Softball	<7,000 candela
Football	<7,000 candela
Soccer	<7,000 candela
Tennis	<7,000 candela

*If the design of the project requires the pole setback to be greater than 70’ from the edge of the field, the candela value at 100’ may exceed the value stated in the above chart.

Part 2 – Product

A. Sports Lighting System Construction

i. System Description – Light-Structure System™ shall consist of the following:
   a. Galvanized steel poles and cross-arm assembly. No direct burial steel or inverted base steel poles allowed.
      1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory.
   b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
   c. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.
   d. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10’ above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
   e. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (common mode) as recommended by IEEE C62.41.2_2002.
   f. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
   g. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
   h. Control cabinet to provide remote on-off control and monitoring of the lighting system.
   i. Manufacturer must supply a signed warranty covering the entire system (Light-Structure System™) for 25 years from the date of shipment.

ii. System Description – SportsCluster® System (existing structures) shall consist for the following:
   a. Galvanized cross-arm assembly for attachment to existing structures
      1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory
   b. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.

c. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10’ above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
d. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
e. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
f. Control cabinet to provide remote on-off control and monitoring of the lighting system.
g. Product assurance and warranty program is contingent upon site inspection and compatibility with existing structures.
h. Manufacturer must supply a signed warranty covering the entire system (SportsCluster® System) for 10 years from the date of shipment.

iii. Manufacturing Requirements
a. All components shall be designed and manufactured as a system. All luminaires, wire harness, drivers and other enclosures shall be factory assembled, aimed, wired and tested.

iv. Durability
a. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.

v. Lightning Protection
a. Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacture shall integrate the required grounding electrode into the structure. System shall be UL listed.
b. If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8” in diameter and 8’ in length, with a minimum of 10’ embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than a 75 feet mounting height.

vi. Safety
a. All safety components shall be UL listed for the appropriate application.

vii. Electric Power Requirements for sports lighting equipment
a. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

viii. Building Code
   a. The base bid of the lighting system must comply with Florida Building Code Edition 2017, Exposure C, Standard Variation with a wind speed of 130 mph.

ix. Structural Design
   a. The stress analysis and safety factor of the poles shall conform to AASHTO 2013 (LTS-6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

x. Soil Conditions
   a. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2017 FBC, Table 1806.2. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:
      1. Engineered foundation embedment design by a registered engineer in the State of Florida
      2. Additional materials and/or services required to achieve alternate foundation
      3. Geotechnical report

xi. Foundation Drawings
   a. Project specific foundation drawings stamped by a registered engineer in the State of Florida. The drawings shall be available to the owner at the time of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

B. Control and Monitoring

i. Instant On/Off Capabilities
   a. System shall provide for instant on/off of luminaires.

ii. Lighting contactor cabinet(s)
   a. Constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design.
   b. Manual off-on-auto selector switches shall be provided

iii. Optional Dimming
   a. System shall provide for "High, Medium, Low" or "High/Low" dimming.
   b. System shall include key activated switches to allow for automated dimming control or manual override.

iv. Remote Lighting Control System
   a. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, fax or email up to 10 years in advance.
   b. Manufacturer shall provide and maintain two-way TCP/IP communication link.
   c. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

d. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as a full scheduling capabilities for all fields to only having permission to execute “early off” commands by phone. Scheduling tool shall be capable of setting curfew limits.
e. Controller shall accept and store 7 day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.

v. Remote Monitoring System
a. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled.
b. The controller shall determine switch position (manual or auto) and contactor status (open or closed).

vi. Management Tools
a. Manufacturer shall provide a web based database and dashboard tool of actual field usage and provide reports by facility and user group.
    1. Dashboard shall also show current status of luminaire outages, control operation an service
    2. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
b. Hours of Usage
    1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
        a. Cumulative hours shall be tracked to show the total hours used by the facility.
        b. Report hours saved by using early off and push buttons by users.
c. Communication Cost
    1. Manufacturer shall include communication cost for the operating of the control and monitoring system for a period of 25 years.

vii. Warranty
a. 25 Year Warranty (Light-Structure System™)
    1. Manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment.
    2. Warranty shall guarantee specified target light levels.
    3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.
    4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
b. 10 Year Warranty (SportsCluster® System)
    1. Manufacturer shall supply a signed warranty covering the entire system of 10 years from the date of shipment.
    2. Warranty shall guarantee specified target light levels.
    3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term
    4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
    5. Constant 10™ warranty is contingent upon a site inspection

c. Maintenance
    1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of equipment shipment).
    2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.
    3. Owner agrees to check fuses in the event of a luminaire outage.

d. Exclusions
    1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).
    2. It is the customer's responsibility to check and change fusing.

e. Manufacturer shall have in place, the personnel, procedures and processes to implement and execute the warranty as detailed in this section of the specification

viii. Inspection and Verification

a. The lighting manufacturer shall guarantee illumination light levels for the life of the warranty.
    1. Field measurements shall be done per IESNA RP-6-15 recommendations.
    2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

Part 3 – Installation (pole construction, pole removal and relight)

A. Pole Installation
    i. Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electric enclosures to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. Removal of existing poles or structures
    i. Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Any pre-engineered concrete base will be cut – foundations will not be removed but cut and jack hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. Installation of fixtures on existing poles
    i. Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. Owner and Bidder responsibilities
    i. Owner's responsibilities
        a. Provide total access to the site and poles location for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
        b. Remove any trees, limbs, shrubs, etc. for total access to poles locations.
        c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
        d. Removal, replacement, and repair of all fencing necessary for construction.
        e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
        f. Provide area on site for disposal of spoils from foundation excavation.
        g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not responsible for repairs to unmarked utilities.
        h. Pay for any power company fees and requirements, if necessary.
        i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.) Standard soils are defined as Class 5 soils in the 2017 Edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
        j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any all fees associated with the water access and usage.
        k. Pay for any and all permitting fees.

ii. Bidder's responsibilities

a. Provide required poles, fixtures, foundations and associated designs.
b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida
c. Provide layout of poles locations and aiming diagram
d. Provide light test upon completion of works, once owner supplied electrical system is energized.
e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
f. Provide bonding per the State of Florida requirements.
g. Provide equipment and materials to off load equipment at job site per scheduled delivery.
h. Provide storage containers for material, including electrical enclosures
i. Provide adequate trash containers for cardboard waste and packing debris.
j. Provide adequate security to protect delivered products from theft, vandalism and damage during installation.
k. Obtain any and all required permits. Costs to be paid by Owner.
l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
m. Provide materials and equipment to install Musco's Light-Structure System™ foundations as specified on layout.
n. Remove augured spoils to owner designated location at job site.
o. Provide materials and equipment to assemble and install Musco's TLC for LED™ fixtures and terminate all necessary wiring.
p. Provide equipment and materials to assemble and erect Musco's Light-Structure System™ poles.

Part 4 – Electrical Supply labor/equipment

A. Electrical Services

i. All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at burial depth of 36” with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options.

a. Option A

1. 200 amp three phase meter can
2. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers
3. Service feeders. (4) 3/0 conductors in a 2 1/2” raceway. 150’
4. Build service rack out of 2” galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72” high, 36” wide and 12” deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
5. Pull necessary permits

b. Option B

1. 400 amp three phase meter can
2. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers
3. Service feeders. (4) 500 mcm conductors in a 4” raceway. 150’
4. Build service rack out of 2” galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72” high, 36” wide and 12” deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
5. Pull necessary permits

c. Option C

1. 600 amp three phase meter can
2. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers
3. Service feeders. (2) 4” raceways with (4) 300 MCM conductors in a 4” raceway. 150’
4. Build service rack out of 3” galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72” high, 36” wide and 12” deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
5. Pull necessary permits

d. Option C
    1. 800 amp three phase CT enclosure
    2. 800 amp three phase CT meter can
    3. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers
    4. Service feeders (2) 4” raceways with (4) 500 mcm conductors in each raceway. 150’
    5. Build service rack out of 3” galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contractor cabinet sized at 72” high, 36” wide and 12” deep. The lighting contactor cabinet will be provided by the sports lighting manufacturer and installed.
    6. Grounding per NEC and local building codes
    7. Pull necessary permits

ii. Conduit, pull boxes and conductors
    a. Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in PVC schedule 40 pipe at a burial depth of 36” with twin conductors.

iii. Lightning protection
    a. Surge Arrestors: UL labeled and rated for 277/480 V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote electrical enclosure and/or on line side of main electrical panel.

BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES
May 28, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes

2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business

   The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), Fl Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.

4. Finance & Audit Committee Business

   Approval of the Finance & Audit Committee Minutes of May 21, 2019.

5. Tourist Development Council Committee Business

   Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.

PLANNING AND ZONING

6. Final Public Hearing to consider Adoption of DRI 2019-02 to revise DRI termination, expiration and phasing schedule dates, remove Commerce Center designation, and amend parcel boundaries. (P.C. voted 7-0 to approve).

   Public Hearing to consider Adoption of DRI 19-02 amending the Villages of Argyle DRI/DO Map H to amend the DRI termination date and expiration date and phasing schedule consistent with the extensions allowed under state law; amending the Map H to eliminate the Commerce Center designation, amending Map H to adjust the boundaries of parcels 43 and 49, combine parcels 44 and 45 into new parcel 44, and to divide parcel 43 into parcels 43A, 43B and 43C. Located in Planning District 2, Commission District 2, Mr. Bolla.

Carolyn Morgan, Chief Planner, presented the item to the Board for consideration.

Staff recommended approval.

John O'Connor, 1590 Island Lane, Suite 28, Fleming Island, addressed the Board and stated that he was available for questions.

Chairman Cella opened the public hearing and receiving no request to speak closed the public hearing.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Rollins, and carried 4-0, to approve the adoption of DRI Amendment 2019-02 as presented.

7. Final Public Hearing to consider adoption of PUD 19-05, Armstrong Mixed Use, located at Oakleaf Plantation Parkway and Royal Pines Drive on 121.24 acres (P.C. voted 7-0 to approve).

   Public Hearing to consider adoption of PUD 19-05 Armstrong Mixed Use, located at Oakleaf Plantation Boulevard and Royal Pines Drive on 121.24 acres, in Planning District 2, and Commission District 2, Mr. Bolla.

Carolyn Morgan, Chief Planner, presented the item to the Board for consideration.

Staff recommended approval.

John O'Connor, 1590 Island Lane, Suite 28, Fleming Island, addressed the Board and stated that he was available for questions.

Chairman Cella opened the public hearing.

Susan Fraser, SLF Consulting, Inc., 3517 Park Street, Jacksonville, Agent for Armstrong Ventures, LLC, addressed the Board and stated that she was available for questions.

Chairman Cella closed the public hearing.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 4-0, to approve the adoption of PUD-19-05 as presented.

NEW BUSINESS

8. Alderman Road ROW Closure and Gain

Dale Smith, Public Works Director, presented the item to the Board for consideration. During his presentation, Mr. Smith informed the Board that the Resolution presented in their agenda packets needed a correction. He explained that on Page 1, paragraph 5 of the document, that verbiage needed to be modified prior to the Chairman's signature if the Board approved the item. Mr. Smith explained the correction to the Board.

During discussions, County Attorney Grimm reported that the acceptance of the deed for the parcel across the street would also need to be approved at this time along with the Resolution.

Commissioner Rollins moved and seconded by Commissioner Hutchings to approve the deed with the changes as presented and for the acceptance of the additional parcel as stated.

Chairman Cella opened the public hearing and receiving no request to speak closed the public hearing.

Commissioner Rollins restated the motion with a second from Commissioner Hutchings. Motion carried 4-0.

At this point in the meeting, Commissioner Hutchings left the meeting at 5:39 P.M.

9. Plat Bond for Eagle Landling Phase 6 (AKA Oakland Hills)

Dale Smith, Director of Public Works, presented the item to the Board for consideration.

Mr. Smith requested approval of the plat and for permission to enter into the Interlocal Agreement for Eagle Landing Phase 6.

With no discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 5-0, to accept the plat and to enter into the Interlocal Agreement for Eagle Landing Phase 6 as presented.

10. Acceptance of Final Plat For Recording Oakland Hills at Eagle Landing
    Acceptance of Final Plat for Recording

Dale Smith, Public Works Director, presented the item to the Board for consideration.

During discussions, County Attorney Grimm also addressed the Board.

With no further discussion, Commissioner Bolla moved, seconded by Commissioner Hutchings, and carried 5-0, to accept the Final Plat for recording for Oakland Hills at Eagle Landing.

11. Solid Waste Collection Assessment Rate
    Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

Milton Towns, Environmental Services, requested approval of the Curbside Collection Assessment Rate for FY 19/20. Mr. Towns reported that a rate adjustment was needed based upon an increase in costs by roughly 3% per year due to CPI and fuel adjustments and added that Contract cost represents about 96% of the total budget. During his presentation, Mr. Towns proposed that the Board return to the rate that was previously charged in 2010 and 2011 of $154.44 per residential unit, which would be an increase in $1.27 per month with no increase in the Disposal Assessment Rate. Mr. Towns added that the total Assessment for both the Collection and Disposal Assessments would be $226.44.

During Board discussion, Chairman Cella stated that he would like to make sure staff remains diligent with Advanced Disposal to ensure that the citizens of Clay County continue to get the services that they are paying for.

Following discussions, Commissioner Hutchings moved, seconded by Vice Chairman Hendry, and carried 4 to 1 with Commissioner Rollins dissenting, to approve the increase in the Solid Waste Collection Assessment as presented.

12. Discussion regarding purchase of two parcels of real property and request to use the alternative notice procedure provided for in Section 2.175 of the Clay County Code for the purchase of one or both of the parcels

Acting County Manager Mock reported that the County's Facilities Operations and Maintenance Department was exploring the purchase of a couple of parcels of property for the County's use and requested Board direction as to whether or not to continue its exploration and if found feasible to seek to negotiate potential purchase terms. Mr. Mock added that one location would be for a proposed fire station site and the other would be

for facility/parking expansion adjacent to the Administration Building. Mr. Mock reported that the purchase of one parcel would be by an alternative procedure provided for by Section 2.175 of the Clay County Code and that the other parcel would be by a more traditional purchase & procurement procedure.

Following Board discussion, Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 5-0, to have staff pursue the purchase of the two parcels of real property and to use the alternative notice procedure as requested during comments by Mr. Mock.

13. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Facility Restoration Project

    Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Facility Restoration Project. The grant requires a 50% match ($150,000). Additional approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds. The application deadline for this grant is June 1, 2019.

James Householder, Director of Facilities, presented the item to the Board for consideration.

Mr. Household requested approval to apply for the grant and for the approval of the accompanying Resolution.

Following Board discussion, Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to have staff apply for a Department of State Historic Preservation Grant as presented along with approval of the accompanying Resolution approving submittal of the grant application and confirming dedication of the matching funds.

At this point in the meeting, Chairman Cella updated the Board on the status of the negotiations with the new County Manager. The Chairman informed everyone that he had a meeting with Mr. Wanamaker earlier in the day and that he was moving forward with presenting him with a proposed contract on Thursday. Mr. Cella added that the Board would consider and vote on the contract on June 11, 2019 with a start date of employment on June 18, 2019.

COUNTY MANAGER/CLERK OF THE BOARD

Acting County Manager Mock announced that a Best of Clay Award for the Kids Fun Place at Ronnie Van Zant Park was awarded by Clay Today. Kudos to the Parks Department.

Mr. Mock informed the Board that back February of this year the Board provided permission to the staff to apply for a Dollar General Early Literacy Grant for $3,000. Mr.

Mock reported that the County received a check in the amount of $2,000 and in order to process the check the Board must officially receive the Grant along with the check.

Commissioner Hutchings moved, seconded by Commissioner Rollins, and carried 5-0, to have the Board officially receive the Grant and the check, which would then allow staff to use the funding as outlined within the Grant guidelines.

COUNTY ATTORNEY

The County Attorney had no items for discussion.

TIME CERTAINS

14. 5:00 P.M. or as soon thereafter as can be heard - Final Public Hearing on the adoption of an Ordinance adopting a modified impact fee study and increasing transportation impact fees

After months of discussion, Ed Lehman, Director of Planning & Zoning, provided the Board with an amendment to the Clay County Amended Road Impact Fee Ordinance for consideration. Mr. Lehman reported that the changes reflect a change in the impact fee rate from a volume to capacity (v/c) ration of 1.0 to a v/c ratio of .65 resulting in increased impact fees due on development and added that the current Impact Fee Study had been modified to reflect the calculations for a v/c ratio of .65. Mr. Lehman reported that the lower v/c ratio of 0.65 was based solely upon the Tindale Oliver Impact Fee Study methodology which has been verified by Tindale Oliver.

Board discussion followed with questions to staff.

During discussions, County Attorney Grimm reported that with regard to documents that were attached to the agenda, modifications were needed due to a mathematical error and would be revised accordingly.

Chairman Cella opened the public hearing.

Allen Skinner, 4469 Ortega Forrest Dr., Jacksonville, land owner in the Lake Asbury Master Plan area, addressed the Board.

George Egan, 1845 Towncenter Blvd, Fleming Island, addressed the Board.

Jessie Spradley, Northeast Florida Builders Association, 6747 Southpoint Parkway, Jacksonville, addressed the Board.

Chairman Cella closed the public hearing.

At this point in the meeting, Vice Chairman Hendry left the meeting at 5:17 P.M.

Following Board discussion, Commissioner Bolla made the motion to adopt the ordinance as presented with the exception of the automatic provision to remove the

Impact Fee on commercial properties as stated in the St. Johns County Ordinance. He further made the motion to accept the modified study by Tindell Oliver as discussed and to direct the sunset of the Concurrency and Fair Share program.

Commissioner Hutchings seconded the motion.

Motion carried 3 to 1 with Commissioner Rollins dissenting.

LETTERS OF DOCUMENTATION

Chairman Cella acknowledged the Letters of Documentation.

15. Bid Opening Tabulations

Bid Opening Tabulation for May 14, 2019:

A. Bid #18/19-29, Printing, Mailing and Design Services

Bid Opening Tabulation for May 21, 2019:

A. Bid #18/19-27, Waste Tire Management Services

PUBLIC COMMENTS

No public comments were received.

COMMISSIONERS' COMMENTS

Commissioner Bolla reported that he attended the Concert on the Green this past weekend which was a success and made comments about the location of next year's event.

Commissioner Bolla posed questioning to Acting County Manager Mock regarding the Jacksonville Transportation Authority/bus route.

Commissioner Bolla asked that discussion of Blueways, Bikeways, and Trail Ways be addressed at the upcoming Infrastructure and Development Committee.

Commissioner Rollins asked Interim County Manager Mock if staff could coordinate with the St. Johns River Water Management District to have a representative appear before the Board to provide an update on the status of the Black Creek Water Resource Project.

Commissioner Rollins reported that the bump on the bridge along SR 21 was not permanent and would be fixed upon completion of the project.

Chairman Cella stated that he would like to see the Board agenda be rearranged to push the Planning & Zoning items toward the end of the meeting.

The meeting adjourned at 5:45 P.M.

Attest:

_____	_____
Clerk of the Board	Chairman or Vice-Chairman

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

RFP NO. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.

Issued By:
Clay County Board of County Commissioners
Purchasing Department

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room "B", Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids. **THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT:** www.claycountygov.com **BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.**

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder 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 bidder list.

----------END OF NOTICE----------

BID ADVERTISEMENTS SCHEDULE

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

(CLAY TODAY) For publication on: **February 14, 2019**

(CLAY COUNTY WEBSITE) For: **February 14, 2019**

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish

Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

   Proposals submitted in person or by courier services will be received at:
   Clay County Administrative Building
   Fourth Floor, Reception Area
   477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS"** shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.

   A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
   B. Proposals WILL NOT be accepted in person after the time and date specified.
   C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
   D. No postal mail will be accepted.

3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.

4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.

6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.

7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.

8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.

10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.

11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.

14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".

15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.

18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

    No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

    a. Commercial General Liability

1. General Aggregate	$1,000,000
2. Products and Completed Operations Aggregate	$1,000,000
3. Personal and Advertising Injury	$1,000,000
4. Each Occurrence	$1,000,000
5. Fire Damage (any one fire)	$ 50,000
6. Medical Expense (any one person)	$ 5,000

    b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	$1,000,000

    c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	$ 100,000
b. Disease-Policy	$ 500,000
c. Disease-Each Employee	$ 100,000

    d. Professional Liability

1. When required by Contract-per occurrence	$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of $200,000^{.00}$ or less. Prior to commencement of a project exceeding $200,000^{.00}$, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.

23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.

24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: http://dos.myflorida.com/sunbiz

25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

    The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

    a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.

    b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than $250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

    Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder:_____

Address:_____

City, State and Zip:_____

Phone:_____ Email:_____

Contact Name(s):_____

_____
Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer:_____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name:_____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name:_____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name:_____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed? _____ Yes _____ No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

_____

_____

_____

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

_____

_____

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

_____

_____

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ Yes _____ No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project:_____

_____

_____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: $_____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

_____

_____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

(1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

(2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:[1] _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

_____

(Seal) _____

By: _____

_____

Its _____

[1] "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

"NO BID" Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

____ Specifications are too restrictive (please explain below or attach separately)

____ Unable to meet specifications

____ Specifications were unclear (please explain below or attach separately)

____ Insufficient time to respond

____ We do not offer this product or service

____ Our schedule would not permit us to perform at this time

____ Unable to meet bond requirements

____ Other (please explain below or attach separately)

Remarks:

_____

_____

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

a. Section 336.44, Florida Statues (2001).
b. Applicable Provisions of Clay County Code.
c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

a. The number assigned to the particular bid solicitation.
b. The title of the bid exactly as it appeared in the published solicitation.
c. The date of the bid opening.

(D) **Bid Receipt Procedure**: The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement**:

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	$1,000,000
2.	Products and Completed Operations Aggregate	$1,000,000
3.	Personal and Advertising Injury	$1,000,000
4.	Each Occurrence	$1,000,000
5.	Fire Damage (any one fire)	$ 50,000
6.	Medical Expense (any one person)	$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverage as required by Florida law $1,000,000

c. Workers Compensation/Employers Liability

1. Workers Compensation		statutory limits
2. Employers Liability		
	a. Each Accident	$ 100,000
	b. Disease-Policy	$ 500,000
	c. Disease-Each Employee	$ 100,000

d. Professional Liability

1. When required by contract-per occurrence	$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) <u>Bid Awards and Protests:</u>

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

> FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address[1]]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address[2]] BY [insert suitable directions[3]]. NO OTHER NOTICE WILL BE POSTED.

[1] As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids

[2] As of the date on which this Purchasing Policy was adopted, the County's homepage address was: http://www.claycountygov.com/.

[3] As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.

3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.

4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.

5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.

6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

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) _____

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.

Requester's name and address (optional)

6 City, state, and ZIP code

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

		–							

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** ▶ | **Date** ▶

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FINANCE AND AUDIT COMMITTEE
MEETING MINUTES
May 21, 2019
Administration Building,
4th Floor, BCC Meeting Room, 477 Houston Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

   Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

   Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of $233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

   Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing.Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

   Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

   James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of $300,000.00 and that the required 50% County match of $150,000.00 is to be in the FY 19/20 County Budget.

   After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program

   Discussion regarding the following Agreements related to the SWEAT

Program:

1. Program Director Services - Curtis Enterprises, LLC
2. Mentoring and Tutoring Services - Bright Minds Youth Development, Inc. (K. Thomas)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda, with the additional approval to waive the Purchasing Policy and extend the Program Director Services and Mentoring and Tutoring Services Agreements.

7. Tourist Development Council Event Marketing Grant Awards

   Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of $2,200.00 and Clay County Veterans Event in the amount of $1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

   After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

8. Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU)

   Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

   After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

9. Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU)

   Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the

undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

After discussion, Commissioner Wayne Bolla moved, seconded by Commissioner Gayward Hendry, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

10. FY 19/20 Nonprofit Grant Applicants - Session 1 of 2

Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:

A. Clay County Community Band, Inc. (not presenting)
B. First Coast Highlanders, Inc. (not presenting)

General Fund:

C. Challenge Enterprises of North Florida, Inc.
D. Episcopal Children's Services, Inc.
E. Kids First of Florida, Inc.
F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:

G. Clay Behavioral Health Center, Inc.

Presentations were heard by Nonprofit Grant Applicants on the agenda.

Acting County Manager Mock explained the process in which agency funding is determined during the budget process.

James Householder, Director of Facilities & Maintenance, responded to Vice Chairman Bolla's inquiry pertaining to Veteran parking spaces at the Administration Building.

There being no further business, the meeting was adjourned at 4:32 P.M.

Attest:

_____ _____

Committee Chairman Recording Secretary

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/13/2019

FROM: Milton Towns, Environmental Services Dept.

SUBJECT: Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessement Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:

Clay County utilizes the non-as valorem Solid Waste Collection Assessment to fund the cost of residential solid waste collection. The assessment is levied against certain residential properties within the Solid Waste and Recovered Materials Collection Services Municipal Service Benefit Unit (MSBU) established by Ordinance No. 2006-53. The Board must approve the assessment rate and adopt the assessment roll annually. This approval follows a public hearing for the Annual Rate Resolution held in August of each year.

ATTACHMENTS:

Description
Collection Assessment Rate FY 19-20

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Budget Office	Goodermote, Angela	Approved	5/14/2019 - 10:30 AM	
County Manager	Mock, Lorin	Approved	5/14/2019 - 3:01 PM	

Curbside Collection Assessment Rate Fiscal Year 2019-20

Recommendation

Staff recommends a rate adjustment for FY20 due to increasing costs

Costs are increasing by roughly 3% per year due to CPI and fuel adjustments

Contract cost represents about 96% of the total budget, TC 2%, Admin 2%

Return to the 2010 & 2011 rate 154.44 current 139.20

Moderate adjustment 1.27 mo 15.24 year

Total SW assessments will be less than the amount paid in 10 of the 13 years since beginning

$4.35/week for waste collection & disposal (G, Recy, YT, & Bulk) $1.45/p-up

Compare	Clay	St Johns	Putnam		Clay	St Johns	Putnam
Total	$226.44	$230.00	$331.00	month	$18.87	$19.17	$27.58

Adjustment is necessary because, for 7 of the 8 years since 2012, we have -

1 Charged homeowners less than the full cost of garbage collection
2 Have essentially been using our savings account to make up the difference
3 Without a rate adjustment, the savings account will be drained next year, 2020

Reserve funds (savings) also used to pay for extra debris cleanup in case of localized events

Best financial practices advocate a fund balance that is 20% of the total annual costs

Should be approximately $2 million for this fund ($10m budget)

Background - how did we get here?

Dec-16 Collection contract was amended - included a 6% cost reduction

Oct-17 Reduced ALL solid waste fees for collection & disposal

Collection assessment lowered to pass on cost reduction to homeowners

2017-19 Over next 3 years used over $1 million of fund balance (savings)

Residential Solid Waste & Recycling Collection Program
(Enterprise Fund 402-3820)

		Collection Assessment[1]		Paid to Contractor		Annual Revenue/Expense		Reserves	
Fiscal Year	Est.[3]	Annual Amount	Monthly Rate	Annual Amount	Monthly Rate	Revenue	Expense	Yearly	Total
06/07[2]		$ 110.00	$ 12.22	$ 97.92	$ 10.88	$ 6,671,772	$ 5,958,888	$ 712,883	$ 712,883
07/08		$ 146.00	$ 12.17	$ 133.32	$ 11.11	$ 8,470,817	$ 8,262,781	$ 208,036	$ 920,919
08/09		$ 150.00	$ 12.50	$ 138.36	$ 11.53	$ 8,917,917	$ 8,480,382	$ 437,535	$ 1,358,454
09/10		$ 154.44	$ 12.87	$ 136.68	$ 11.39	$ 9,196,523	$ 8,453,301	$ 743,222	$ 2,101,676
10/11		$ 154.44	$ 12.87	$ 136.68	$ 11.39	$ 9,177,393	$ 8,670,954	$ 506,439	$ 2,608,115
11/12		$ 139.44	$ 11.62	$ 136.68	$ 11.39	$ 8,364,059	$ 8,864,202	$ (500,142)	$ 2,107,972
12/13		$ 146.40	$ 12.20	$ 138.72	$ 11.56	$ 8,906,676	$ 9,082,256	$ (175,579)	$ 1,932,393
13/14		$ 146.40	$ 12.20	$ 139.92	$ 11.66	$ 8,933,847	$ 9,273,278	$ (339,431)	$ 1,592,962
14/15		$ 146.40	$ 12.20	$ 141.18	$ 11.77	$ 9,004,322	$ 9,262,401	$ (258,079)	$ 1,334,884
15/16		$ 146.40	$ 12.20	$ 134.60	$ 11.22	$ 9,146,482	$ 8,727,812	$ 418,670	$ 1,753,554
16/17[4]		$ 139.20	$ 11.60	$ 134.19	$ 11.18	$ 8,771,684	$ 8,831,740	$ (60,056)	$ 1,693,498
17/18		$ 139.20	$ 11.60	$ 136.23	$ 11.35	$ 9,040,956	$ 9,294,346	$ (253,390)	$ 1,440,108
18/19	Proj.	$ 139.20	$ 11.60	$ 137.97	$ 11.50	$ 9,000,120	$ 9,722,429	$ (722,309)	$ 717,799
19/20	est.	$ 154.44	$ 12.87	$ 138.84	$ 11.57	$ 10,198,623	$ 9,864,803	$ 333,820	$ 1,022,924
20/21	est.	$ 154.44	$ 12.87	$ 141.99	$ 11.83	$ 10,387,610	$ 10,129,470	$ 258,140	$ 1,281,064
19/20	0%	$ 139.20	$ 11.60	$ 138.84	$ 11.57	$ 9,194,206	$ 9,856,864	$ (662,658)	$ 26,446

Note:
[1] Residential Assessment Resolution #06/07-14 provides that the assessment rate not exceed $161.00
[2] Annual assessment rate of $146.66 reduced for nine month period (January - September) at inception
[3] "Est." reflects projected budget amounts
[4] Collection assessment rate reduced to decrease fund balance

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/16/2019

FROM: Karen Thomas, Administrative & Contractual Services

SUBJECT: Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of $233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Bid provides replacement of three hazardous waste storage buildings to store residential household hazardous wastes until it is ready for shipment.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: Solid Waste Fund / Environmental Services / Buildings
Account # 401-3802-562000 Amount - $233,900.00

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description
🗋	Memo Bid Info_Public

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/16/2019 - 2:24 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 3:29 PM	

BID 18/19-17 Household Hazardous Waste Buildings- Clay County
SOV

Quantity		Price Price for Building and Delivery	
1	$	84,100	
2	$	82,700	
3	$	67,100	
	$	233,900	* Total if all (3) buildings are purchased at once per bid requirements.

MCC Development

- **BID #18/19-17, Household Hazardous Waste Buildings Specifications (Hazmat Storage Buildings)**

- Manufacture and deliver buildings only
- Buildings will meet EPA, NFPA 30 and OSHA standards for storage of household hazardous wastes
- Building Size Exterior (maximum) – 24' x 10' x 10'
- Roof will slope front (door side) to back and away from permanent building
- All welded heavy gauge steel construction
    - Exterior walls – 12 gauge minimum
    - Interior walls – 20 gauge minimum
    - Floor grates – 10 gauge minimum
    - Sump containment area – 10 gauge minimum
- Tie down pads at four (4) corners compliant. County/Installer to determine proper anchoring requirements of State of Florida Building Codes and Wind Codes for Eastern Clay County.
- Forklift pockets for lifting and moving building
- Exterior Coating
    - Walls and roof painted the color selected by the County
    - Weather and chemical resistant coating, including on underside of building
- Four (4) hour fire rating
- Separation walls dividing each unit, including sump floor
- Lockable roll up doors for each room (6'8" minimum height)
- Low profile door threshold (10 gauge steel), each door.
- Secondary Containment sump in floor – 750 gallon minimum
- Galvanized steel grate flooring with removable sump access grate
- Explosion proof exhaust fan in each room
- Explosion proof light(s) in each room
- Automatic Fire Suppression System for each room
    - Chemical fire suppression for five of six rooms (standard ABC dry chemical)
    - Water suppression in oxidizer room (1/3 sized room, East side of Building 3)
- Power connection locations
    - Building #1 – mount box at corner of unit on the East side at the South end
    - Building #2 – mount box at center of unit on the South end
    - Building #3 – mount box at center of unit on the West end
- Interior Coating
- Walls and shelving will be anti-corrosive resin coated to protect against chemical corrosion
- Walls and shelves painted bright white in color

- **BID #18/19-17, Household Hazardous Waste Buildings Specifications (Hazmat Storage Buildings) Con't**

- Adjustable and removable shelving for each room
    - Mounting brackets, shelves and hardware shall be of the same design and size for universal fit within all three buildings
    - Mounting hardware and shelving shall be installed on the rear and side walls of each room (3 walls)
- Brackets will allow shelves to be mounted at 16" above floor, 16" below ceiling and at any height in between with adjustment intervals of no larger than 2"
- Shelves will have a minimum depth of 18"
- Shelving will extend end to end (corner to corner) on each wall
- Install four (4) vertical shelves each wall
    - Shelves will be of a solid surface and will have a leak proof containment lip (1.5" minimum) on all four sides to contain spilled liquids
    - Corrosion resistant, fitted shelf liners will be supplied for each shelf

- **Buildings #1 & #2 [East (back) side of HHW building]**

- Each Building will be divided into two (2) rooms of equal size with the Door opening in center of each room
- 6' wide roll up door for each room
- Tag board holders (10 ¾" x 10 ¾") adjacent to each door

- **Building #3 [South (right) side of HHW building]**

- Divided into two (2) rooms of unequal size
- East side (left side when facing front) shall be 1/3 of total size (oxidizer room)
- West side (right side when facing front) shall be 2/3 of total size
- Door opening in center of each room
- 5' wide roll up door – East room (1/3)
- 6' wide roll up door – West room (2/3)
- Tag board holders (10 ¾" x 10 ¾") adjacent to each door

- Warranty
    - Structure and systems – 10 year minimum
    - Chemical resistant coatings and paint – 3 year minimum

MCC DEVELOPMENT, INC.

Bid No. 18/19-17, Household Hazardous Waste Buildings

Total Price of Three Buildings per specifications pages 15-18: $ 233,900.00

Total Cost Written in Words: Two Hundred Thirty Three Thousand Nine Hundred Dollars and Zero Cents

(Bid based on above total) Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: MCC Development, Inc.

ADDRESS: 410 Horse Knob Drive
Marshall, NC 28753

TELEPHONE: 609 444 6977

FAX #: 828 649 1436

E-MAIL: Joseph.Loparo@Mccdevelopment.com

Name of Person submitting Bid: Joseph Loparo

Title: Chief operating officer

Signature:

Date: 4/19/2019

Area Representative Contact Information: Steven Jackson
14686 Sutherland Ave. Naples, FL 34119
407.506.2282

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 4/15/19 Acknowledged by:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Original

SAFETY STORAGE® INC.
855 N. 5th Street, Charleston, IL 61920
Ph: (800) 727-2067 FAX: (217) 345-4428
http://www.safetystorage.com

April 22, 2019

Clay County Adminitrative Building
Fourth Floor, Reception Area
477 Houston Street
Green Cove Springs, FL 32043

Ref: BID NO. 18/19-17, Household Hazardous Waste Buildings TR# 13739 A-B

Safety Storage, Inc., on behalf of its representative Steve Lauber is pleased to submit the following quotation for the manufacture of Two (2) Factory Mutual (FM) Approved Model 2410FR4 Safety Storage Building equipped with the items you requested. The specifications for this building are attached for your review. The following quotation will be honored for a period of sixty (60) days from the date of this quote.

Item A: Two (2) Model 2410FR4 Safety Storage Building.....*$184,670.00

Qty	Quote Ref	Description
1	2410FR4	24L x 10W x 9H "4FR" Series Storage Building
1	OVHT	120" Overall Height
240	TRITEM93	10 GA HRS Sump Floor Upgrade (Per Square Ft) - Sump Wall not included
1	TRITEM1979	Upgrade Roof Only to 150 MPH Wind Load, Model 2410
19	TRITEM545	Upgrade Skin to 14Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
21	TRITEM552	Upgrade Skins to 20Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
-1	DR60	Door, Double, 60"W x 80"H, 3HR Fire-Rated
2	TRITEM1980	Rollup Door, 72"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
2	TRITEM1978	Custom Threshold, Painted 12Ga HRS (Shipped loose and installed on site by others)
1	PW4FR3	Partition Wall, 4Hr Fire-Rated (With Sump Separator), 10'W Building
1	HDB3	Hold-Down Bracket, 3-Hole, Upgrade from Standard (4 Brackets)
1	DC4	Dry Chemical Fire Suppression System (Rated for Class A, B and C fires)
46	SH22	Shelving with Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
138	SH22A	Shelving W/O Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
2	SIGN7	Sign, "CONFINED ENTRY"

2	MVL	Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)
2	FS2	Fan Switch, Snap-Type, Upgrade to Explosion-Proof Switch (Class I, Division 1 Groups C&D)
2	LED2	Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)
2	LS2	Upgrade Light Switch to Explosion Proof (Class I, Division 1 Groups C&D)
1	ELAE	Emergency Local Alarm System, Explosion-Proof Switch (Class I, Division 1 Groups C&D) Non Explosion-Proof Alarm
1	ELAA	Additional Emergency Local Alarm Switch (Class I, Division 1 Groups C&D)
1	LC1	Load Center, Single Phase (Nema 3R)
1	CCP	Custom Color (Excludes Safety Colors)
1	TTU2	Two-Tone Finish
1092	MAX INT/EXT	Special Coating - Maxshell (Interior & Exterior)
240	CTU	Coal Tar Undercoat (Per Sq. Ft)
240	FRC	Florida Roof Coat, Required in Hurricane Zone (Per Sq. Ft)
2	TRITEM1071 FLSS	Upgrade Roll up Door to be installed in factory (Additional freight charges may apply) Florida State Seal

Item B: One (1) Model 2410FR4 Safety Storage Building.....*$92,627.00

Qty	Quote Ref	Description
1	2410FR4	24L x 10W x 9H "4FR" Series Storage Building
1	OVHT	120" Overall Height
240	TRITEM93	10 GA HRS Sump Floor Upgrade (Per Square Ft) - Sump Wall not included
1	TRITEM1979	Upgrade Roof Only to 150 MPH Wind Load, Model 2410
19	TRITEM545	Upgrade Skin to 14Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
21	TRITEM552	Upgrade Skins to 20Ga Galvannealed, 120" Overall Building Height maximum (Per Skin)
-1	DR60	Door, Double, 60"W x 80"H, 3HR Fire-Rated
1	TRITEM1980	Rollup Door, 72"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
1	TRITEM1981	Rollup Door, 60"W X 80"H Fire-Rated, Non-Insulated, Chain Operated, Windstorm Door FL Approved (Shipped loose and installed and tested on site by others)
2	TRITEM1978	Custom Threshold, Painted 10Ga HRS (Shipped loose and installed on site by others)
1	PW4FR3	Partition Wall, 4Hr Fire-Rated (With Sump Separator), 10'W Building
1	HDB3	Hold-Down Bracket, 3-Hole, Upgrade from Standard (4 Brackets)
1	DC2	Dry Chemical Fire Suppression System (Rated for Class A, B and C fires)
1	WS1	Water Sprinkler Subassembly, One (1) Sprinkler Head
46	SH22	Shelving with Standards, Stainless Steel (Adjustable, 22"D) (Per Linear Ft.)
138	SH22A	Shelving W/O Standards, Stainless Steel (Adjustable, 22"D) (Per Linear

		Ft.)
2	SIGN7	Sign, "CONFINED ENTRY"
2	MVL	Exhaust Ventilation, Exterior Low Mount (Explosion Proof) (Class I, Division 1 Groups C&D) with Snap-Type Switch (Non Explosion-Proof)
2	FS2	Fan Switch, Snap-Type, Upgrade to Explosion-Proof Switch (Class I, Division 1 Groups C&D)
1	HS	Heat Sensor - Exhaust Shutdown (Explosion-Proof) (Class I, Division 1 Groups C&D)
2	LED2	Interior LED Low Profile Lighting Fixture, 20W (Class I, Division 2 Groups A-D) with Exterior Light Switch (Non Explosion-Proof)
2	LS2	Upgrade Light Switch to Explosion Proof (Class I, Division 1 Groups C&D)
1	ELAE	Emergency Local Alarm System, Explosion-Proof Switch (Class I, Division 1 Groups C&D) Non Explosion-Proof Alarm
1	ELAA	Additional Emergency Local Alarm Switch (Class I, Division 1 Groups C&D)
1	LC1	Load Center, Single Phase (Nema 3R)
1	CCP	Custom Color (Excludes Safety Colors)
1	TTU2	Two-Tone Finish
1092	MAX INT/EXT	Special Coating - Maxshell (Interior & Exterior)
240	CTU	Coal Tar Undercoat (Per Sq. Ft)
240	FRC	Florida Roof Coat, Required in Hurricane Zone (Per Sq. Ft)
2	TRITEM1071 FLSS	Upgrade Roll up Door to be installed in factory (Additional freight charges may apply) Florida State Seal

Total Purchase Price (3) Buildings	$277,297.00
Estimated Freight	$13,630.50
Total Purchase Price	**$290,927.50**

Building configuration notes:

ITEM A BUILDINGS

1.) H3 Occupancy for storage only of flammable liquids (1A Flammables not allowed)

2.) Class I Div 2 min. Interior/ General Purpose Exterior

3.) Building will meet wind load requirements

4.) Door threshold height to be approved by end user before production

5.) Ducting, if required, to be supplied and installed on site by others

6.) Backup power to be supplied and installed on site by others

7.) Due to the ventilation requirements in hazardous material areas, Safety Storage cannot guarantee humidity control/condensation build up. Pre-conditioned air, if required, must be supplied and installed on site by others.

8.) Egress door may be required by the LAHJ and must be supplied and installed on site by others. SSI can supply at an additional cost

9.) Shelving will have 1.5" lip

Exceptions:

1.) Any additional requirements, not specifically identified in this quote, will be the sole responsibility of the end user

Bid No. 18/19-17, Household Hazardous Waste Buildings

Total Price of Three Buildings per specifications pages 15-18: $ 290,927.50

Total Cost Written in Words: Two Hundred Ninty Thousand Nine Hundred Twenty Seven dollars and Fifty Cents

(Bid based on above total) Bids require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Safety Storage Inc.

ADDRESS: 855 North 5th Street

Charleston, IL 61920

TELEPHONE: 888-345-4470

FAX #: 217-345-4428

E-MAIL: KARAS@SAFETYSTORAGE.COM

Name of Person submitting Bid: KARA PEARCY

Title: PROJECT MANAGER

Signature: Kara Pearcy

Date: 4/22/19

Area Representative Contact Information: STEVE LAUBER

877-265-8820

ADDENDA ACKNOWLEDGMENT:
Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 4/17/19 Acknowledged by: KARA PEARCY

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

BID #18/19-17, Household Hazardous Waste Buildings

SCOPE OF SERVICES

(As provided by Environmental Services Department)

Clay County is located in Northeast Florida just south of Jacksonville. The County's household hazardous waste program is operated by the Department of Environmental Services. The County utilizes three (3) Hazardous Waste Storage Buildings to store residential household hazardous wastes until it is ready for shipment. These storage buildings are integrated into the main building. The intent of this Bid is to procure new hazmat storage buildings to replace the existing buildings.

Contractor's Responsibility:

The Contractor will manufacture and deliver three (3) new portable hazardous materials storage buildings that adhere to the specifications provided by the County. The County will be responsible for installation of the buildings and power connection. The portable buildings must fit in the existing footprint and must align with openings in the permanent household hazardous waste (HHW) building. It shall be the responsibility of the Contractor to ensure that the new storage buildings will properly fit in the area provided. ***It is strongly recommended that the Contractor visit the site and confirm all measurements.***

All systems (doors, lights, exhaust fans, fire safety equipment, shelves, etc.) shall be properly tested prior to delivery to the County.

The Contractor will deliver the units to the County's site at 3545 Rosemary Hill Road, Green Cove Springs, FL 32043. No less than 15 days prior to delivery, the Contractor shall: (1) notify the County of the scheduled delivery date, (2) provide the gross weight of each building, and (3) deliver a schematic of each building that includes the lifting points for unloading and moving.

The existing buildings will be removed by the County's landfill maintenance Contractor.

Specifications (Hazmat Storage Buildings)

- Three (3) New Portable Hazardous Materials Storage Buildings
- Manufacture and deliver buildings only
- Must meet EPA, NFPA 30 and OSHA standards for storage of household hazardous wastes
- Buildings must fit into existing footprint and must align with building openings
    - Proper alignment includes floor height level with permanent building and door openings between building support girders. (Height of floor is 10.5" from concrete pad)
- Building Size (length x width x height) shall be equal to or larger than current units
    - Exterior (maximum) – 24' x 10' x 10'
    - Existing units size (exterior) – 22'5" x 8'6" x 8'

    - Current building measurements are for reference only. Contractor is responsible for new buildings proper fit.
- Roof must slope front (door side) to back and away from permanent building
- All welded heavy gauge steel construction
    - Exterior walls – 12 gauge minimum
    - Interior walls – 20 gauge minimum
    - Floor grates – 10 gauge minimum
    - Sump containment area – 10 gauge minimum
- Tie down pads at four (4) corners compliant with anchoring requirements of State of Florida Building Codes and Wind Codes for Eastern Clay County.
- Forklift pockets for lifting and moving building
- Exterior Coating
    - Walls and roof painted the color selected by the County
        - Contractor will provide County with color options
    - Weather and chemical resistant coating, including on underside of building
    - Provide touch up paint of same color (one half gallon minimum)
- Four (4) hour fire rating
- Separation walls dividing each unit, including sump floor
- Lockable roll up doors for each room (6'8" minimum height)
- Low profile door threshold (10 gauge steel), each door. Must extend to connect flush with floor of permanent building. (current threshold extends 2.5")
- Secondary Containment sump in floor – 750 gallon minimum
- Galvanized steel grate flooring with removable sump access grate
- Explosion proof exhaust fan in each room
- Explosion proof light(s) in each room
- Automatic Fire Suppression System for each room
    - Chemical fire suppression for five of six rooms (standard ABC dry chemical)
    - Water suppression in oxidizer room (1/3 sized room, East side of Building 3)
- Power connection locations
    - Building #1 – mount box at corner of unit on the East side at the South end
    - Building #2 – mount box at center of unit on the South end
    - Building #3 – mount box at center of unit on the West end
- Interior Coating
    - Walls and shelving will be anti-corrosive resin coated to protect against chemical corrosion

- Walls and shelves painted bright white in color

- Adjustable and removable shelving for each room
  - Mounting brackets, shelves and hardware shall be of the same design and size for universal fit within all three buildings
  - Mounting hardware and shelving shall be installed on the rear and side walls of each room (3 walls)
    - Brackets must allow shelves to be mounted at 16" above floor, 16" below ceiling and at any height in between with adjustment intervals of no larger than 2"
    - Shelves will have a minimum depth of 18"
    - Shelving will extend end to end (corner to corner) on each wall
    - Must install four (4) vertical shelves each wall
  - Shelves will be of a solid surface and will have a leak proof containment lip (1.5" minimum) on all four sides to contain spilled liquids
  - Corrosion resistant, fitted shelf liners will be supplied for each shelf
- **Buildings #1 & #2 [East (back) side of HHW building]**
  - Each Building will be divided into two (2) rooms of equal size
  - Door opening in center of each room
    - 6' wide roll up door for each room
    - Tag board holders (10 ¾" x 10 ¾") adjacent to each door
- **Building #3 [South (right) side of HHW building]**
  - Divided into two (2) rooms of unequal size
    - East side (left side when facing front) shall be 1/3 of total size (oxidizer room)
    - West side (right side when facing front) shall be 2/3 of total size
  - Door opening in center of each room
    - 5' wide roll up door – East room (1/3)
    - 6' wide roll up door – West room (2/3)
    - Tag board holders (10 ¾" x 10 ¾") adjacent to each door

- Contractor's Warranty
  - Structure and systems – 10 year minimum
  - Chemical resistant coatings and paint – 3 year minimum

Bidders may be requested to provide a schedule of values at time of bid review.

Bid Invitations Sent to the Following Companies for: Bid #18/19-17, Household Hazardous Waste Buildings

U. S. Chemical Storage
Chem-Stor
ECP Environmental Compliance Products
Safety Storage, Inc.
Freedom Steel Buildings
D J Haycook Construction Co.
MCC Development, Inc.
Handi House of Orange Park
LD Buildings
HC Buildings
Southern Structures, Inc.
Cooks Portable Warehouses
Keen's Buildings
Thomas May Construction Company
Core Construction Company
Construction Journal
Construct Connect
Dodge Data & Analytics
Mid State Builders Exchange, Inc.
Prime Vendor, Inc
NAPC Data Specialist
Conner Services, LLC
DDI Southeast
Dodge Data & Analytics
Ideal Sales

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/10/2019

FROM: Administrative and Contractual Services

SUBJECT: Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
This will assist Clay County Veterans Services with tracking veteran's claims and assist veterans and eligible dependents in accessing all benefits to which they are entitled.

Is Funding Required (Yes/No):
No

If Yes, Was the item budgeted (Yes\No\N/A):
No

Funding Source: Not Applicable

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

Planning Requirements:
Public Hearing Required (Yes\No):
No

Hearing Type:

Initiated By:

Not Applicable

ATTACHMENTS:

	Description
🗋	FDVA Memorandum of Agreement_Public

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/15/2019 - 1:15 PM	
County Manager	Mock, Lorin	Approved	5/15/2019 - 2:38 PM	

CLAY COUNTY
AGREEMENT/CONTRACT #_____

Memorandum of Agreement
between
Florida Department of Veterans' Affairs
and
Clay County
on behalf of the
County Veteran's Service Officer

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Memorandum of Agreement Between
Florida Department of Veterans' Affairs (FDVA)
and Clay County Veteran's Service Office

1. Purpose

In order to create greater efficiencies through cooperation as contemplated by Section 163.01, Florida Statutes, this Memorandum of Agreement (herein referred to as "MOA") establishes and formalizes the interlocal relationship between the State of Florida Department of Veterans' Affairs (herein referred to as "FDVA") and Clay County, a political subdivision of the State of Florida, on behalf of the County Veteran's Service Officer (herein referred to as "the County") under Section 292.11, Florida Statutes, as an authorized user of FDVA's VetraSpec technology acquired through its contract with DataSpec, Inc., Contract No. FDVA-ITN-15-004N, to manage veterans' case files and records in furtherance of FDVA's mission to advocate with purpose and passion for Florida veterans and link them to superior services, benefits and support. In this MOA, FDVA and the County will collectively be known as "the Parties."

2. Background

VetraSpec is a secure, web-based application that FDVA has purchased and implemented as a solution to track veterans' claims, and assist veterans and eligible dependents in accessing all benefits to which they may be entitled.

FDVA makes this application available for authorized users of FDVA and Florida County Veteran Service Officers (herein referred to as "CVSOs") that have paid, directly to DataSpec, Inc., for the licenses to receive services. Qualifying CVSOs become authorized users through the execution of this MOA and in compliance with the terms and conditions of this agreement.

FDVA, in its sole discretion, shall determine if a person qualifies as an authorized user of the FDVA VetraSpec application (herein referred to as "VetraSpec").

3. Scope

The Parties to this MOA agree to be bound by its terms and conditions governing access to VetraSpec by authorized users. Authorized users of VetraSpec shall be responsible for the confidentiality of veteran records and shall not access records of veterans for whom the authorized user does not have specific, written authorization to access on behalf of the veteran.

This MOA applies to all FDVA's VetraSpec authorized users that may include CVSOs; system administrators; and system users.

No person shall have access to VetraSpec without first being approved by FDVA, in writing, as an authorized user.

Authorized users shall operate, at all times, in compliance with the terms and conditions of this MOA and at the express direction of the FDVA.

4. Roles and Responsibilities

4.1 FDVA shall:

4.1.1 Approve qualifying persons as authorized users and coordinate access to VetraSpec for intended use under this MOA.

4.1.2 Monitor usage of VetraSpec by authorized users through compliance checks and quality assurance measures, including conducting audits of authorized user VetraSpec credentials and written authorizations from veterans allowing authorized users to access veteran records.

4.1.3 Ensure all authorized users receive training by DataSpec, Inc., for use of VetraSpec prior to gaining rights and credentials to access and work within the application, and partake in additional training should VetraSpec upgrades so require.

4.1.4 Freely cooperate with authorities legally empowered to investigate, audit, or otherwise review the procedures, data and conduct including the operation and its authorized users under the licensed database held by FDVA.

4.1.5 Report any violation of intended use of accessing VetraSpec under the licensed FDVA database. All violations shall be promptly reported to FDVA and DataSpec, Inc.

4.1.6 Revoke authorized user access to the FDVA VetraSpec database for those whom, in the sole discretion of FDVA, have been deemed to have violated the intended use of the application.

4.1.7 All electronic discharges that are in the possession of FDVA will be maintained in VetraSpec under the "FDVA" office code.

4.2 County shall:

4.2.1 Pay the annual fee per user in the amount of $399.00, or subsequently-assessed current rate, to DataSpec, Inc. All payments are billed annually on anniversary of signing up for the system and are due and payable to DataSpec, Inc., in accordance with Chapter 218, Part VII, Florida Statutes.

4.2.2 Provide the resources necessary, including computer hardware, software, and personnel support, to effectively operate VetraSpec by each authorized user.

4.2.3 Allow only accredited County Veteran' Service Officers ("CVSOs") under Section 292.11, Florida Statutes, representing or assisting veterans and eligible dependents within the authorized user's office, to access and use VetraSpec. For purposes of this MOA, "authorized user" means any person appointed or designated by FDVA, in writing, to act on behalf of, or in place of a veteran or veteran's eligible dependent.

4.2.4 Access or view only files within the County as authorized by the veteran or eligible dependent, or as required and essential to assisting the veteran or eligible dependent in accessing benefits to which they may be entitled.

4.2.5 Cooperate fully in the mandate that: if a veteran or eligible dependent chooses representation outside his or her home county, the home county office will not access or view that veteran's file unless subsequently authorized to do so, in writing, by the veteran or veteran's eligible dependent which authority can only be granted when the power granted supersedes and replaces the earlier authorization.

4.2.6 Ensure that all inquiries and use of veterans' records are "For Official Use Only." To verify that all access to VetraSpec is "For Official Use Only," authorized users must comply with the following requirements:

(a) Have and keep on file written authorization for release of information, including written appointment of authorized agent, if applicable, executed by the veteran or eligible dependent for whom information is being accessed.

(b) Ensure that all work and inquiries pertaining to a veteran's file shall be limited to, and shall not exceed, the scope of the specific purpose in assisting the veteran and eligible dependent.

(c) Access records of discharges from the US Armed Forces in the possession of FDVA that are not part of an active claim, provided that the authorized user accessing the discharge record has authorization in accordance with section 4.2.6(a).

(d) Ensure that all discharge records in the possession of FDVA will not be viewed outside the scope of official business.

(e) Obtain and review a copy of the release of a discharge to verify that a veteran has authorized access to the record, or if the veteran is deceased, that a qualified official has signed on behalf of the veteran or dependent.

4.2.7 Abide by the existing policies and instructions, as listed in Appendix A to this MOA, for supporting the transmission, use, release, or storage of veterans' and dependents' information.

4.2.8 The Parties acknowledge that VetraSpec facilitates access to data that is protected by State and Federal law. Therefore, strict adherence to the terms and conditions of this MOA are of paramount importance for both Parties to achieve legal compliance. Recognizing that all information in the VetraSpec database is subject to the public records laws of the State of Florida, protecting the privacy of veterans and dependents is imperative. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida and Federal law. CVSOs shall not use or disclose any information received from VetraSpec under this MOA that is identified as confidential or exempt from public disclosure in accordance

with Chapter 119 and Section 282.318, Florida Statutes, and HIPAA Privacy and Security Rules. Disclosure is restricted to authorized intended uses to assist the veteran or eligible dependent. No information may be disclosed outside these limits without written consent from the veteran and eligible dependents.

Any person who willfully and knowingly violates any of the provisions of this section may be charged with noncriminal infractions up to a third degree felonies as provided in Section 119.10, Florida Statutes, and subject to penalties found in Chapter 775, Florida Statutes. In addition, any person who knowingly discloses any information in violation of HIPAA may be subject to criminal sanctions and civil liability. The duty of each CVSO, to maintain confidentiality of information under this section, continues and survives beyond the term of this MOA or separation from employment by the County.

4.2.9 Information from veterans' files will only be used to assist veterans and eligible dependents. At no time will any CVSO use information for any other purposes including but not limited to:

- Recruitment for membership to organizations, including veterans' organizations.
- Solicitation for firms, whether "for profit" or "not for profit" organizations, seeking to do business with veterans.
- Listing of names for inclusion or inscription on monuments or memorials.

4.2.10 All requests for customization of access to VetraSpec or its reporting or other capabilities shall be submitted to FDVA, in writing, for consideration. FDVA will determine if such customization is beneficial to the State, and if approved, FDVA will submit the request to DataSpec, Inc.

5. Terms of the Agreement and Period of Effectiveness

This MOA will be effective on the date last signed below by the Parties, and will be reviewed annually by the signatories or successors. This MOA shall remain in effect until it is modified or terminated by the Parties. Minor modifications may be made when mutually agreed upon by written addendum, signed by FDVA and the County. Either party, upon 90 days' advance written notice, may terminate this MOA. FDVA may terminate immediately, if, in FDVA's sole discretion, it determines that the County has failed to comply with the terms and conditions of this MOA.

6. FDVA Point of Contact

Alene Tarter
FDVA Director, Benefits and Assistance
727-319-7421
tartere@fdva.state.fl.us

Clay County Point of Contact

Name: Kimberley Glover
Title: Veteran's Services Officer
Phone: 904-269-6326
E-mail: Kimberley.Glover@claycountygov.com

7. Execution of Agreement

The Parties have taken all actions necessary and secured all levels of approval to enter into this MOA. Each signatory has legal authority to bind the public entity it represents and hereby signs to memorialize accord with all terms and conditions.

Clay County
A political subdivision of the State of Florida

By: Mike Cella, Chairman
(printed name)

Signature:_____

Date: _____

ATTEST:

By: Lorin L. Mock, Acting County Manager and

Clerk to the Board (printed name)

By: _____
(Signature)

Date: _____

Reviewed as to form and legal sufficiency:

_____

Florida Department of Veterans' Affairs

Colonel Alfred D. Carter, US Army Ret.
Deputy Executive Director

Signature:_____

Date: _____

Reviewed as to form and legal sufficiency:

_____

APPENDIX A

Authority and Reference

5 U.S.C. 552, Freedom of Information Act
38 U.S.C. 5902, Recognition of Representatives of Organizations
45 Code of Federal Regulations, HIPAA Privacy
Privacy Act of 1974 as amended by 5 U.S.C. 552a
Section 1106 (A), Social Security Act
Florida Administrative Code, Chapter 55A-3.009, Accreditation to the United States Department of Veterans Affairs
Florida Statutes 119.10, Public Records
Florida Statutes 292.11, County and City Veteran Service Officer
Florida Statutes 775, General Penalties

Acronyms

HIPAA	Health Insurance Portability and Accountability Act
MOA	Memorandum of Agreement
FDVA	Florida Department of Veterans Affairs
POC	Point of Contact
US	United States
CVSO	County Veteran Service Officer

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/1/2019

FROM: Karen Thomas, Administrative & Contractual Services

SUBJECT:
Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing.Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Bid provides playground equipment, amenities and lighting for all parks in Clay County as needed and other entities wishing to utilize this RFP. Pricing will be utilized for repairing, adding additional equipment, and new park projects.

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: General Fund / Parks & Recreation / Repairs and Maintenance
Account # 001-3201-546100 Amount - Varies by project

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

Description

RFP #18_19-2, Various Equipment and Amenities for Parks and Playgrounds

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/16/2019 - 2:12 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 3:28 PM	

SURFACING							
Distributor	**Manufacturer**	**Surfacing**	**Discount Allowed from MRSP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website
	Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website

	Tennis Unlimited	Tennis Court Sufacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
Miracle Recreation/True North (407) 883-8463	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recylced Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**

Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes

Rep Services, Inc (407) 831-9658 nathan@repservices.com	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Fibar	Wear Mats, Acces Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structues, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catolog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catolog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catolog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catolog

	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catolog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	USA Shade	Shade Canopies	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS							
Distributor	**Manufacturer**	**Site Amenities & Furnishings**	**Discount Allowed from MRSP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162 robd@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES							
Distributor	**Manufacturer**	**Playground Equipment & Structures**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.jensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Dominica Recreation Products (800) 432-0162 robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equpment	18%	20%	Yes	No	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equpment	5%	32%	Yes	No	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**

Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Playcraft Systems	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equiment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION

Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Playspace Services (321) 775-0600 info@playspaceservices.com	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT							
Distributor	**Manufacturer**	**Sports & Fitness Equipment**	**Discount Allowed from MRSP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilties,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilties,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equiment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilties,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
	Manufacturer	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilties,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	**Manufacturer**	**Product**	**Discount Allowed from MSRP**	**Installation Discount**	**Catalog Provided**	**Current MSRP List Supplied**	**Warranty**
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

Bid Invitations Sent to the Following Companies for:
RFP #18/19-2, Various Equipment And Amenities For Parks And Playgrounds

Miracle Recreation – True North
Musco
Playmore Recreation Products
REP Services
Advanced Recreational Concepts
Southern Recreation, Inc.
J. Durgan Associates, Inc.
Victor Stanley, Inc.
Robertson Recreational Surfaces
Recycled Plastic Factory, LLC
Greenfields Outdoor Fitness, Inc.
Gulf Coast Sports, LLC
Bliss Products
Apollo Sunguard Systems, Inc.
Miller Recreation Equipment & Design, Inc.
Dominica Recreation Products/Game Time
Site Horizons
M. Gay Constructors, Inc.
Advanced Eco Designs
Florida Playstructures, Inc.
Seating Constructors UDS, Inc.
Shell Scape of Florida, LLC
ParknPool Corporation
Prosales
Hunter Knepshield Company
Team C Sports
Gary Yeomans Ford
Kompan, Inc.
BASCA, Inc.
Qualite Sports Lighting
Bill Fritz Sports Corporation
American Park & Recreation
Top Line Recreation
Atlantic Coast Recreation
Gopher Sports
Foreverlawn Palm Beach
Sail Shade Structures
Park Warehouse
Custom Canopies, Inc.
Dynamo Playgrounds
Prescision Playgrounds
Playworx Playsets, LLC
Rosette Equipment Company
Prime Vendor, Inc.
Regal Contractors, Inc.
No Fault Sport Group
Korkat Playgrounds & Site Amenities
Construction Journal
Wausau Tile, Inc.
Project Innovations, Inc.
Coast to Coast Recreation, LLC
Vortex
RCP Shelters, Inc.
Sail Shade Structures
Swartz Associates, Inc.
Nevco
Medley Sports Construction

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Committee DATE:

FROM: Purchasing Dept.

SUBJECT: Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Matching funds will be paid pending approval of the FY19/20 budget.

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/15/2019 - 1:14 PM	
County Manager	Mock, Lorin	Approved	5/15/2019 - 2:38 PM	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Committee DATE:

FROM: Purchasing Dept.

SUBJECT:
Discussion regarding the following Agreements related to the SWEAT Program:
1. Program Director Services - Curtis Enterprises, LLC
2. Mentoring and Tutoring Services - Bright Minds Youth Development, Inc. (K. Thomas)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
When the program was initially started the Board approved waiving the Purchasing Policy related to selecting William F. Curtis/Curtis Enterprises, LLC as the Program Director based on his experience with the Department of Juvenile Justices System.

A Request for Proposals was issued in FY 16/17 for Mentoring and Tutoring Services in which only 2 proposals were received. The proposal from K16 Ready Society, Inc. far exceeded the Program budget and was being offered by an out of State company. Bright Minds Youth Development, Inc. was award the bid and issued an Agreement.

Is Funding Required (Yes/No):	If Yes, Was the item budgeted (Yes\No\N/A):
Yes	**Yes**

Funding Source: Grant Funding

Sole Source (Yes\No):	Advanced Payment (Yes\No):
No	**No**

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Administrative and Contractural Services	Thomas, Karen	Approved	5/15/2019 - 1:13 PM	
County Manager	Mock, Lorin	Approved	5/15/2019 - 2:38 PM	

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Board of County Commissioners DATE: 5/17/2019

FROM: Teresa Capo

SUBJECT:
Approval of TDC Marketing Grant Applications for Ham Jam 2019 in the amount of $2,200.00 and Clay County Veterans Event in the amount of $1,000.00. Funding Source 109-1910-548005 (Tourism Development Fund - Tourism & Film Development - Reimbursement Grants) (K. Morgan)

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
The Tourism Department Staff received two TDC Event Marketing Grant Applications. Using the Board approved scoring metrics for all TDC Event Marketing Grant awards, the Tourism Department Staff scored both applications in order to supply a recommendation at their May 15, 2019 TDC meeting.

At that meeting, the TDC awarded the following:

- Ham Jam 2019 - $2,200
- Clay County Veterans Event - $1,000

Is Funding Required (Yes/No):	If Yes, Was the item budgeted (Yes\No\N/A):
Yes	**Yes**

Funding Source: Tourism Development Fund - Tourism & Film Development - Reimbursement Grants
Account # 109-1910-548005 Amount - $2,200.00 Ham Jam 2019
Account # 109-1910-548005 Amount - $1,000.00 Clay County Veterans Event

Sole Source (Yes\No):	Advanced Payment (Yes\No):
No	**No**

ATTACHMENTS:

Description
- CC Vet Application_Public
- Ham Jam Application_Public

REVIEWERS:

Department	Reviewer	Action	Date	Comments
Finance	Goodermote, Angela	Approved	5/17/2019 - 11:52 AM	Item Pushed to Agenda

Kimberly Morgan

From: webform@claycountygov.com
Sent: Thursday, May 09, 2019 3:32 PM
To: Kimberly Morgan
Subject: Clay County, FL: 2018/19 TDC Grant Application

A new entry to a form/survey has been submitted.

Form Name:	2018/19 Clay County TDC Grant Application
Date & Time:	05/09/2019 3:31 PM
Response #:	18
Submitter ID:	20167
IP address:	172.24.96.110
Time to complete:	10 min. , 33 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2018/19

(October 1, 2018 through September 30, 2019)

1. **General Organization Information**

Name of Organization	Clay County Veterans Services Department
Event Name	3rd Annual Veterans Appreciation Day Event
Address	PO Box 1366
City	Green Cove Springs
State	Florida
Postal Code	32043
Phone	(904) 278-3735
Website	claycountygov.com
Contact Name	Kimberley Glover
Contact Email Address	karen.thomas@claycountygov.com
Contact Phone	(904) 278-373S
Contact Cell Phone	(904) 540-3389

2. **Requesting Organization's Net Reported Assets in 2017**

Upload Document	last yr budget TDC.pdf

3. **Event Information**

Event Name	3rd Annual Veterans Appreciation Day Event
Date(s) of Event	09/28/2019
Time(s) of Event	9:00-3:00
Location of Event	Moosehaven
Website	www.claycountygov.com

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. **2018/19 Event Funding**

Event Budget (both revenue and expenditures)	draft budget.pdf
Sponsorship Plan/Commitments	Sponsor list TDC.xlsx

What alternative source of funding will you seek if your request is not eligible for funding?
Seek additional sponsorships.

7. **2018/19 Event Marketing Plan**

Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.	Advertising Plan.pdf

Visitor Survey

Thank you,
Clay County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

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FUND - 001 - GENERAL FUND
DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-550-553-1601-050-1601 - VETERANS SERVICE OFFICER									
512000 REGULAR SALARIES					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				48,226.00			POSTED FROM BUDGET SYSTEM	
10/10/17	19-1		20180030			331.00		P/R ACCRUAL FY 17	
10/10/17	19-1		20180028			-331.00		P/R ACCRUAL FY17	
10/10/17	19-1		20180029			331.00		REVERSAL OF JE20180028	
10/20/17	22-1					2,402.88		PAYROLL CHARGES	
11/02/17	22-2					1,615.38		PAYROLL CHARGES	
11/03/17	19-2		20180131			-37.50		OPT OUT PPE 10/17/17	
11/03/17	19-2		20180138			-37.50		OPT-OUT PPE 10/03/17	
11/16/17	22-2					1,615.38		PAYROLL CHARGES	
12/01/17	22-2					1,615.39		PAYROLL CHARGES	
12/14/17	22-3					1,999.99		PAYROLL CHARGES	
12/28/17	22-3					1,807.69		PAYROLL CHARGES	
01/11/18	22-4					1,807.69		PAYROLL CHARGES	
01/25/18	22-4					1,807.69		PAYROLL CHARGES	
02/08/18	22-5					1,807.69		PAYROLL CHARGES	
02/22/18	22-5					1,807.69		PAYROLL CHARGES	
03/08/18	22-6					1,807.69		PAYROLL CHARGES	
03/22/18	22-6					1,807.69		PAYROLL CHARGES	
04/05/18	22-7					1,807.69		PAYROLL CHARGES	
04/19/18	22-7					1,807.69		PAYROLL CHARGES	
05/03/18	22-8					1,807.69		PAYROLL CHARGES	
05/17/18	22-8					1,807.69		PAYROLL CHARGES	
06/01/18	22-8					1,807.69		PAYROLL CHARGES	
06/14/18	22-9					1,807.69		PAYROLL CHARGES	
06/28/18	22-9					1,807.69		PAYROLL CHARGES	
07/12/18	22-10					1,807.69		PAYROLL CHARGES	
07/26/18	22-10					1,807.69		PAYROLL CHARGES	
08/09/18	22-11					1,807.69		PAYROLL CHARGES	
08/23/18	22-11					1,807.69		PAYROLL CHARGES	
09/07/18	22-12					1,807.69		PAYROLL CHARGES	
09/20/18	22-12					1,807.69		PAYROLL CHARGES	
10/05/18	22-13					1,807.69		PAYROLL CHARGES	
10/09/18	19-13		20181655			-361.00		REVERSE P/R ACCRUAL	
TOTAL REGULAR SALARIES					48,226.00	47,105.51	.00		1,120.49

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FUND - 001 - GENERAL FUND
DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
522000 RETIREMENT CONTRIBUTIONS (cont'd)									
522000 RETIREMENT CONTRIBUTIONS					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				3,850.00			POSTED FROM BUDGET SYSTEM	
10/10/17	19-1		20180030			26.00		P/R ACCRUAL FY 17	
10/10/17	19-1		20180028			-26.00		P/R ACCRUAL FY17	
10/10/17	19-1		20180029			26.00		REVERSAL OF JE20180028	
10/20/17	22-1					187.34		PAYROLL CHARGES-FRINGE	
11/02/17	22-2					127.94		PAYROLL CHARGES-FRINGE	
11/16/17	22-2					127.94		PAYROLL CHARGES-FRINGE	
12/01/17	22-2					127.94		PAYROLL CHARGES-FRINGE	
12/14/17	22-3					158.40		PAYROLL CHARGES-FRINGE	
12/28/17	22-3					143.17		PAYROLL CHARGES-FRINGE	
01/11/18	22-4					143.17		PAYROLL CHARGES-FRINGE	
01/25/18	22-4					143.17		PAYROLL CHARGES-FRINGE	
02/08/18	22-5					143.17		PAYROLL CHARGES-FRINGE	
02/22/18	22-5					143.17		PAYROLL CHARGES-FRINGE	
03/08/18	22-6					143.17		PAYROLL CHARGES-FRINGE	
03/22/18	22-6					143.17		PAYROLL CHARGES-FRINGE	
04/05/18	22-7					143.17		PAYROLL CHARGES-FRINGE	
04/19/18	22-7					143.17		PAYROLL CHARGES-FRINGE	
05/03/18	22-8					143.17		PAYROLL CHARGES-FRINGE	
05/17/18	22-8					143.17		PAYROLL CHARGES-FRINGE	
06/01/18	22-8					143.17		PAYROLL CHARGES-FRINGE	
06/14/18	22-9					143.17		PAYROLL CHARGES-FRINGE	
06/28/18	22-9					149.32		PAYROLL CHARGES-FRINGE	
07/12/18	22-10					149.32		PAYROLL CHARGES-FRINGE	
07/26/18	22-10					149.32		PAYROLL CHARGES-FRINGE	
08/09/18	22-11					149.32		PAYROLL CHARGES-FRINGE	
08/23/18	22-11					149.32		PAYROLL CHARGES-FRINGE	
09/07/18	22-12					149.32		PAYROLL CHARGES-FRINGE	
09/20/18	22-12					149.32		PAYROLL CHARGES-FRINGE	
10/05/18	22-13					149.32		PAYROLL CHARGES-FRINGE	
10/09/18	19-13		20181655			-30.00		REVERSE P/R ACCRUAL	
TOTAL RETIREMENT CONTRIBUTIONS					3,850.00	3,781.33	.00		68.67
523000 HEALTH INSURANCE					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				17,828.00			POSTED FROM BUDGET SYSTEM	
11/02/17	22-2					37.50		PAYROLL CHARGES	
11/03/17	19-2		20180131			37.50		OPT OUT PPE 10/17/17	

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DIVISION - 1601 - VETERANS SERVICE OFFICER

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
523100 LIFE INSURANCE (cont'd)									
03/22/18	22-6					2.16		PAYROLL CHARGES-FRINGE	
04/05/18	22-7					2.16		PAYROLL CHARGES-FRINGE	
04/19/18	22-7					2.16		PAYROLL CHARGES-FRINGE	
05/03/18	22-8					2.16		PAYROLL CHARGES-FRINGE	
05/17/18	22-8					2.16		PAYROLL CHARGES-FRINGE	
06/01/18	22-8					2.16		PAYROLL CHARGES-FRINGE	
06/14/18	22-9					2.16		PAYROLL CHARGES-FRINGE	
06/28/18	22-9					2.16		PAYROLL CHARGES-FRINGE	
07/12/18	22-10					2.16		PAYROLL CHARGES-FRINGE	
08/09/18	22-11					2.16		PAYROLL CHARGES-FRINGE	
08/23/18	22-11					2.16		PAYROLL CHARGES-FRINGE	
09/07/18	22-12					2.16		PAYROLL CHARGES-FRINGE	
09/20/18	22-12					2.16		PAYROLL CHARGES-FRINGE	
10/05/18	22-13					2.16		PAYROLL CHARGES-FRINGE	
TOTAL	LIFE INSURANCE				52.00	51.84	.00		.16
523200	DENTAL INSURANCE				.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				194.00			POSTED FROM BUDGET SYSTEM	
10/20/17	22-1					7.52		PAYROLL CHARGES-FRINGE	
11/02/17	22-2					7.52		PAYROLL CHARGES-FRINGE	
11/16/17	22-2					7.52		PAYROLL CHARGES-FRINGE	
12/01/17	22-2					7.52		PAYROLL CHARGES-FRINGE	
12/14/17	22-3					7.52		PAYROLL CHARGES-FRINGE	
12/28/17	22-3					7.97		PAYROLL CHARGES-FRINGE	
01/11/18	22-4					7.97		PAYROLL CHARGES-FRINGE	
02/08/18	22-5					7.97		PAYROLL CHARGES-FRINGE	
02/22/18	22-5					7.97		PAYROLL CHARGES-FRINGE	
03/08/18	22-6					7.97		PAYROLL CHARGES-FRINGE	
03/22/18	22-6					7.97		PAYROLL CHARGES-FRINGE	
04/05/18	22-7					7.97		PAYROLL CHARGES-FRINGE	
04/19/18	22-7					7.97		PAYROLL CHARGES-FRINGE	
05/03/18	22-8					7.97		PAYROLL CHARGES-FRINGE	
05/17/18	22-8					7.97		PAYROLL CHARGES-FRINGE	
06/01/18	22-8					7.97		PAYROLL CHARGES-FRINGE	
06/14/18	22-9					7.97		PAYROLL CHARGES-FRINGE	
06/28/18	22-9					7.97		PAYROLL CHARGES-FRINGE	
07/12/18	22-10					7.97		PAYROLL CHARGES-FRINGE	
08/09/18	22-11					7.97		PAYROLL CHARGES-FRINGE	

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ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
541100 TELEPHONE/COMMUNICATIONS (cont'd)									
08/03/18	21-11		324337	904949 AT&T MOBILITY NA		53.84	.00	ATT CELL PHONES	
09/07/18	21-12		325225	904949 AT&T MOBILITY NA		53.84	.00		
10/17/18	25-13		180281		108.00			FROM OFFICE SUPPLIES	
10/18/18	21-13		326584	904949 AT&T MOBILITY NA		53.84	.00	WIRELESS CHARGES	
TOTAL	TELEPHONE/COMMUNICATIONS				708.00	638.97	.00		69.03
541200 POSTAGE AND FREIGHT					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				700.00			POSTED FROM BUDGET SYSTEM	
11/03/17	19-2		20180134			4.29		POSTAGE EXP OCT 1-27/17	
11/21/17	25-2		180039		-300.00			TO TELECOMMUNICATIONS	
12/05/17	19-3		20180266			20.32		DIST POSTAGE EXP EACH DEP	
01/04/18	19-4		20180406			33.48		POSTAGE 12/1-12/3117	
01/16/18	19-4		20180459			9.21		POST EXP 1/1-11/18	
02/07/18	19-5		20180584			1.41		DISTRIBUTE EXP 1-12-2-18	
02/21/18	19-5		20180644			2.35		DIST POSTAGE EXPENSE	
03/07/18	19-6		20180708			12.84		POSTAGE EXP 2/16-3/5/18	
04/03/18	19-7		20180852			4.50		DIST POSTAGE 3/19-1/18	
04/17/18	19-7		20180916			15.79		DIST POSTAGE EACH DEPT	
05/01/18	19-7		20180976			9.78		DISTRIB POST 4/16-29/18	
05/17/18	19-8		20181051			10.21		DIST POSTAGE 4/30-5-13/18	
06/06/18	19-9		20181135			32.23		VET SVC	
06/20/18	19-9		20181186			4.70		VET SVC	
07/03/18	19-10		20181242			10.67		VET SVC	
07/18/18	19-10		20181307			6.58		VET SVC	
08/08/18	19-11		20181388			31.25		VET SVC	
08/24/18	19-11		20181472			19.47		VET SVC	
09/06/18	19-12		20181525			15.03		VET SVC	
09/21/18	19-12		20181590			5.17		VET SVC	
10/04/18	19-13		20181646			48.63		DIST POST EXP 9/17-30/18	
TOTAL	POSTAGE AND FREIGHT				400.00	297.91	.00		102.09
543000 UTILITY SERVICES					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	UTILITY SERVICES				.00	.00	.00		.00
546100 REPAIRS AND MAINTENANCE					.00	.00	.00	BEGINNING BALANCE	

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548200 VETERANS DAY EVENT (cont'd)									
02/15/18	19-5		20180625			-50.00		HUNTER DOUGLAS/VA VENDOR	
02/23/18	19-5		20180655			-50.00		CAMP CHOW/VA	
02/23/18	19-5		20180655			-3,000.00		CAMP CHOW/VA	
02/23/18	19-5		20180655			-250.00		CAMP CHOW/VA	
03/02/18	19-6		20180702			-50.00		CHOW, VA, COPIES, RECORD	
03/07/18	19-6		20180721			-50.00		VA DAY	
03/07/18	19-6		20180721			-50.00		VA DAY	
03/07/18	19-6		20180721			-3,000.00		VA DAY	
03/07/18	19-6		20180721			-300.00		VA DAY	
03/09/18	19-6		20180742			-2,000.00		CHOW, VA, RENT, REC FEE	
03/12/18	19-6		20180750			-250.00		CAMP CHOW & VA	
03/12/18	19-6		20180750			-50.00		CAMP CHOW & VA	
03/15/18	19-6		20180766			-100.00		CAMP CHOW/VA	
03/15/18	19-6		20180766			-100.00		CAMP CHOW/VA	
03/15/18	17-6	20182085-01		905376	TRUGREEN		475.00	INSECT AND LAWN TREATMENT	
03/15/18	17-6	20182086-01		905949	SPEEDPRO IMAGING		465.57	RETRACTABLE BANNER STANDS	
03/21/18	17-6	20182138-01		904732	CLAY TODAY/CLAY		270.00	ADVERTISEMENT FOR MONTHLY	
03/23/18	19-6		20180808			-100.00		CHOW, VA, & RETIREE	
03/23/18	17-6	20182184-01		906267	FL TIMES UNION M		1,180.00	ADVERTISEMENT ON BASE 2 W	
03/26/18	19-6		20180809			-50.00		CHOW, VA, RENTALS	
03/26/18	19-6		20180809			-250.00		CHOW, VA, RENTALS	
03/27/18	19-6		20180821			-500.00		CHOW,VA,RENT,CC JURY DUTY	
03/28/18	17-6	20182221-01		906265	GOLF CAR SERVICE		200.00	4 GOLF CARTS FOR THE 2ND	
03/28/18	17-6	20182222-01		905832	EVANS MEDIA SOUR		3,500.00	ENTERTAINMENT AND ASSISTA	
03/28/18	17-6	20182223-01		906232	SPACE WALK OF JA		1,065.00	KIDS ZONE ITEMS FOR 2 ANN	
03/28/18	17-6	20182224-01		906273	GEORGE L ASPINAL		600.00	PERFORMANCE DURING THE 2N	
03/29/18	17-6	20182237-01		905949	SPEEDPRO IMAGING		1,311.97	BANNERS & SIGNS AND RETRA	
04/02/18	17-6	20182258-01		100501	BRADFORD COUNTY		500.00	ADVERTISEMENT FOR 2ND ANN	
04/03/18	21-7	20182085-01	320888	905376	TRUGREEN	75.00	-75.00	INSECT AND LAWN TREATMENT	
04/03/18	21-7	20182085-01	320888	905376	TRUGREEN	175.00	-175.00	INSECT AND LAWN TREATMENT	
04/03/18	21-7	20182086-01	320920	905949	SPEEDPRO IMAGING	465.57	-465.57	RETRACTABLE BANNER STANDS	
04/03/18	21-7	20182138-01	320861	904732	CLAY TODAY/CLAY	270.00	-270.00	ADVERTISEMENT FOR MONTHLY	
04/03/18	21-7	20182221-01	320947	906265	GOLF CAR SERVICE	200.00	-200.00	4 GOLF CARTS FOR THE 2ND	
04/03/18	21-7	20182222-01	320916	905832	EVANS MEDIA SOUR	3,500.00	-3,500.00	ENTERTAINMENT AND ASSISTA	
04/03/18	21-7	20182223-01	320944	906232	SPACE WALK OF JA	1,065.00	-1,065.00	KIDS ZONE ITEMS FOR 2 ANN	
04/03/18	21-7	20182224-01	320950	906273	GEORGE L ASPINAL	600.00	-600.00	PERFORMANCE DURING THE 2N	
04/04/18	19-7		20180856			-100.00		RENTALS/VA	
04/04/18	19-7		20180856			-500.00		RENTALS/VA	
04/04/18	17-7	20182282-01		905850	THE MORGAN COMPA		1,420.20	EVENT TOTE BAGS (1000) FO	

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549100 OTHER CURRENT CHARGES (cont'd)									
06/05/18	21-9	20182569-01	322593	905029 CARROT-TOP INDUS		395.68	-395.68	8 X 12" US FLAGS FOR CEME	
TOTAL	OTHER CURRENT CHARGES				1,700.00	1,364.00	.00		336.00
549300 TRAINING & CERTIFICATION					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				400.00			POSTED FROM BUDGET SYSTEM	
12/05/17	21-3		317796	906149 DISABLED AMERICA		70.00	.00	SEMINAR	
06/01/18	21-8		322353	160000 CLAY CO CHAMBER		50.00	.00	INDIVIDUAL TICKET	
06/01/18	21-8		322353	160000 CLAY CO CHAMBER		50.00	.00	INDIVIDUAL TICKET	
06/06/18	21-9		322671	906127 KIMBERLEY GLOVER		160.00	.00	TRAVEL EXPENSE	
TOTAL	TRAINING & CERTIFICATION				400.00	330.00	.00		70.00
551000 OFFICE SUPPLIES					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				500.00			POSTED FROM BUDGET SYSTEM	
11/21/17	25-2		180039		-200.00			TO TELECOMMUNICATIONS	
01/08/18	21-4		318620	605979B OFFICE DEPOT BUS		80.70	.00	OFFICE SUPPLIES	
01/08/18	21-4		318620	605979B OFFICE DEPOT BUS		5.46	.00	OFFICE SUPPLIES	
03/02/18	21-6		319950	605979B OFFICE DEPOT BUS		99.61	.00	OFFICE SUPPLIES	
05/16/18	21-8		322070	605979B OFFICE DEPOT BUS		76.57	.00	PAPER, TAPE ETC	
07/05/18	25-10		180160		300.00			FROM PRINTING & BINDING	
07/06/18	21-10		323334	605979B OFFICE DEPOT BUS		76.97	.00	OFFICE SUPPLIES	
10/17/18	25-13		180281		-108.00			TO TELECOMMUNICATIONS	
TOTAL	OFFICE SUPPLIES				492.00	339.31	.00		152.69
552000 OPERATING SUPPLIES					.00	.00	.00	BEGINNING BALANCE	
10/04/17	11-1				900.00			POSTED FROM BUDGET SYSTEM	
11/17/17	17-2	20180846-02		906142 LYNCH PROMOTIONA			205.00	TABLECLOTH FOR VETERAN SE	
11/21/17	21-2	20180846-02	317411	906142 LYNCH PROMOTIONA		217.58	-205.00	TABLECLOTH FOR VETERAN SE	
12/28/17	21-3		318036	00901641 WINNING CONCEPTS		9.00	.00	NAME BADGES	
03/21/18	17-6	20182146-01		902991 LOGO X PRESS			60.96	TWO CORNERSTONE POLO SHIR	
04/10/18	21-7		321181	159500 CLAY COUNTY AUTO		81.85	.00	TITLE & TAG TRANSFER	
06/01/18	21-8		322449	659015 PRIDE ENTERPRISE		29.00	.00	BUSINESS CARDS	
07/03/18	21-10		323216	00901641 WINNING CONCEPTS		67.14	.00	PURCHASING STAMP	
07/05/18	21-10	20182146-01	323392	902991 LOGO X PRESS		60.96	-60.96	TWO CORNERSTONE POLO SHIR	
08/17/18	21-11		324739	659015 PRIDE ENTERPRISE		29.00	.00	CLAY CO BUSINESS CARD	
TOTAL	OPERATING SUPPLIES				900.00	494.53	.00		405.47

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Estimated Budget for 3nd Annual Veterans Appreciation Day Event:		
Revenue:		Total
County Promotional Budget	5,000.00	
County Budget plus reserves	16,068.00	
Sponsorship Funds	5,055.00	
Committed sponsor/donations (not received)	8,000.00	
TOTAL REVENUES		34,123.00
Expenses (estimates)		
Rental Fee	4,500.00	
Kid Zone	3,500.00	
Entertainment	4,500.00	
Marketing & Advertisment	5,000.00	
Portable Toilets	6,000.00	
Parade of Flags	150.00	
Sight and Sound (tents & sound system)	6,500.00	
Signage/Printed material (estimate)	1,000.00	
Golf Carts	250.00	
Dumpster	300.00	
Security	500.00	
		32,200.00
Current Net Income/Loss:		
Revenues	34,123.00	
Expenses	32,200.00	
Adjusted Account Balance	1,923.00	

Advertising/Marketing Plan:

Florida Times-Union
Clay Today
Bradford Telegraph
Starke Journal
Palatka Daily News
Neighbor to Neighbor
Action News Jax
First Coast News
WOKV Radio
WAY Radio in Green Cove Springs
Officials from the Cecil Field POW/MIA Memorial
Jaxairnews
Mayport
The Public Affairs officer at NAS Jacksonville
The Public Affairs officer at Camp Blanding and the Florida National Guard
Vietnam Veterans of America Florida State Council
Patriot Reader (based in St. Johns County)
Vets4Vets (based in Duval County)
VVA Florida State Council
St. Johns Veterans Council
Surrounding VSO offices (Baker, Bradford, Dual, Nassau, Putnam, St. Johns)
Surrounding Counties Local Paper (Baker, Bradford, Dual, Nassau, Putnam, St. Johns)
Social Media Outlets
Local Events
Local Meetings
Local Partners

From: Kimberly Morgan
To: Samantha Radomski
Subject: FW: Clay County, FL: 2018/19 TDC Grant Application
Date: Monday, May 20, 2019 8:54:14 AM

Ham Jam 2019 Application I re-entered for compliance purposes.

Kimberly Morgan
Director of Tourism & Film Development
Clay County Board of County Commissioners
P.O. Box 1366
477 Houston Street
Green Cove Springs, Florida 32043
Phone: 904-278-3734
Cell: 904-295-5802
www.exploreclay.com
kimberly.morgan@claycountygov.com

From: webform@claycountygov.com [mailto:webform@claycountygov.com]
Sent: Friday, May 17, 2019 4:44 PM
To: Kimberly Morgan <Kimberly.Morgan@claycountygov.com>
Subject: Clay County, FL: 2018/19 TDC Grant Application

A new entry to a form/survey has been submitted.

Form Name:	2018/19 Clay County TDC Grant Application
Date & Time:	05/17/2019 4:44 PM
Response #:	19
Submitter ID:	20178
IP address:	12.199.59.138
Time to complete:	39 min. , 58 sec.

Survey Details

Page 1

Clay County Tourist Development Council Grant Application 2018/19

(October 1, 2018 through September 30, 2019)

1. General Organization Information

Name of Organization	Frist Coast Ham Jam
Event Name	Ham Jam

Address	739 Duart Drive
City	Orange Park
State	Florida
Postal Code	32073
Phone	(904) 276-4746
Website	firstcoasthamjam.com
Contact Name	Ronnie Munsey
Contact Email Address	munsey69@att.net
Contact Phone	(904) 838-5530
Contact Cell Phone	(904) 838-5530

2. Requesting Organization's Net Reported Assets in 2017

Upload Document

3. Event Information

Event Name	First Coast Ham Jam
Date(s) of Event	10/17/19
Time(s) of Event	10:00 am
Location of Event	County Fairgrounds
Website	www.firstcoasthamjam.com
Projected Number of Event Attendees	25000
Local (Clay County) Attendees	16000
Out-of-Town Attendees	9000
Projected Number of Vendors	100
Projected Number of Hotel Room Nights	300

TDC Event Marketing Grant Request

$15,000

What method was used to determine your projected numbers for this event?

Historical data of previous Ham Jam events.

4. Event History

Date of Past Event	11/07/2007
Location of Past Event	Reynolds Park
Number of Attendees	2000
Number of Vendors	90
Estimated Economic Impact	$2,500,000

How did you estimate the economic impact?

Clay County Chamber of Commerce

Hotel Room Nights Generated by this Event	300
How many years has the event existed?	20

What method was used to capture the number of attendees?

Ticket sales

What method was used to capture the number of vendors?

Applications and rental fees from each vendor

What method was used to capture the number of hotel room nights?

In 2007, we didn't have the method of tracking hotels rooms, the hotels corresponded with Ham Jam verbally. However, promotional codes are available now and that is what we will be using to track rooms.

Of the number of attendees, how many were day visitors (tourists/visitors from outside of Clay County, but not staying overnight in hotels)?	8850

5. 2018/19 Event Information

Share 3 Event Objectives (Must be SMART- Specific, Measurable, Achievable, Realistic/Relevant, Time-bound)

submitted seperately

Not acceptable: To create goodwill within our community. OR To boost local awareness of our organization.

Acceptable: Create an event experience that will generate 100 room nights, a 30% increase over last year, by using a digital marketing campaign that will run 1 month prior to our event and will target southeast Georgia, Orlando and Tampa.

6. 2018/19 Event Funding

Event Budget (both revenue and expenditures)	HamJam 2019.pdf
Sponsorship Plan/Commitments	HamJam 2019.pdf

What alternative source of funding will you seek if your request is not eligible for funding?

sponsorships

7. 2018/19 Event Marketing Plan

Include size/length of advertisement, distribution channel(s) used, when advertisement will appear, targeted audiences, etc.	HamJam 2019.pdf

Visitor Survey

Thank you,

Clay County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

2019 Ham Jam

Event Marketing Plan

Advertising

Television

Chnnel 4	50-15 sec spots
Channel 12	50-15 sec spots

Radio

WQIK	200-30 sec spots
WSOS	200-30 sec spots
WYKB	200-30 sec spots

Written Advertisement

Billboards	6 total @ 20'x30'
Flyers	3000 total @ 8 1/2" x 11"
Posters	100 Total @ 30" x 20"

2019 Ham Jam

Projected Revenue:

Sponsorship	$	50,000.00
Vendors	$	15,000.00
Ticket Sales	$	500,000.00
Bev Sales	$	25,000.00
	$	585,000.00

Projected Expenses:

Entertainment:		
Easton Corbin	$	40,000.00
Mark Chestnut	$	20,000.00
Brett Meyers	$	7,500.00
Entertainer Exp	$	5,000.00
Lights, Sound & Stage	$	15,000.00
Security	$	35,000.00
Boy Scouts (Parking, Trash)	$	5,000.00
Advertisement:	$	25,000.00
Radio	$	15,000.00
Television	$	3,000.00
Billboards	$	5,000.00
Adv. Admin. Supplies	$	2,000.00
Catering	$	7,500.00
C.O.G.S. (Beverages)	$	5,000.00
C.O.G.S. (other)	$	1,500.00
Lease	$	5,500.00
Utilities	$	4,500.00
Insurance	$	3,000.00
Misc Supplies	$	1,000.00
	$	205,500.00

Sponsorship Commitments

First Coast Ham Jam

Sponsorship Sample package

Ham Jam Sponsorship Target List

Fields Cadillac	Clay Electric
Hanaina Auto Group	North Florida Well Drilling
Rick Baker R/V	Orange Park Florist
Quality Mobile Homes	Orange Park Furniture
Metro PCS	Vallancourt Const.
Champion Brands	Prestige Builders
ST Vincents	Carlton Const.
OP Medical Center	Vystar Credit Union
WQIK Radio	Farm Credit
Coca Cola	Kileys Tire
Ronnies Wings	Clay county Tire
Reynolds Park	Miller Electric
Go Minis	Pats Nursery
Sam's Club	Community First Bank
Clay County Transmission	W W Gay
Holiday Inn	Sun Pass Florida
Simply Architectural	Custom Graphics
Winn Dixie	John Deer
Unicorn Web	Outhouse Portables
Budweiser	AA propane
State Farm Ins.	Thrasher Horn Center
Safe Touch Security	Partridge Well Drilling
Southern Enclosers	Burkhardt Sales
United Health	Zachs Mowers

DuVal Fields CPA Group, PA
428 Walnut Street
Green Cove Springs, FL 32043
(904) 269-1069
info@duvalfields.com

March 15, 2019

HAM JAM CHARITIES, INC.
739 DUART DRIVE
ORANGE PARK, FL 32073

Dear Client,

Enclosed is the 2017 U.S. Form 990-N, Electronic Notice for Tax-Exempt Organization not Required to File Form 990 or 990-EZ, for HAM JAM CHARITIES, INC. for the tax year ending October 31, 2018.

Your 2017 U.S. Form 990-N, Electronic Notice for Tax-Exempt Organization not Required to File Form 990 or 990-EZ, return will be electronically filed.

We very much appreciate the opportunity to serve you. If you have any questions regarding this return, please do not hesitate to call.

Sincerely,

Stephen J. DuVal, CPA, MBA, CVA, CBM

Form **990-N**

Electronic Notice (e-Postcard) for Tax-Exempt Organization Not Required to File Form 990 or 990-EZ

2017

For Electronic Filing Only
DO NOT MAIL -- e-POSTCARD WILL BE SENT FOR YOU

Small tax-exempt organization with gross receipts of $50,000 or less is required to use this form per enactment of the Pension Protection Act of 2006 (PPA)

For calendar year 2017, or tax year beginning Nov 1 , 2017, ending Oct 31 , 2018

Part I – Identifying Information

Name of Organization . . . . . HAM JAM CHARITIES, INC.
Address . . . . . 739 DUART DRIVE
Room/Suite . . . . .
City . . . . . ORANGE PARK
State . . . . . FL
ZIP Code 32073

Employer Identification Number . . 54-2080372

Part II – Required Information

A [X] Check this box to verify that organization's annual receipts are normally $50,000 or less
Note: Not eligible to file Form 990-N if gross receipts are more than $50,000

B Other Names Organization is Doing Business As

C Website: . . .

D Principal Officer of the Organization . . . . . RONNIE MUNSEY
Person . . . . [X] Business . . . . ▶ [ ]
Address . . . . . 739 DUART DRIVE
City . . . . . ORANGE PARK State . FL ZIP Code . . 32073
Foreign Country . . . .

E [ ] Check this box if organization is going out of business

Form 990-N, also known as the e-Postcard, must be filed electronically with the Internal Revenue Service. There will be no paper form accepted by the Internal Revenue Service.

Do Not mail this form to the Internal Revenue Service.

TEEA6001.SCR 04/30/15

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

Ham Jam Charities Inc.
739 Duart Dr.
Orange Park FL, 32073

We are proud to announce that the First Coast Ham Jam Festival will be at our new home in beautiful Green Cove Springs, at the Clay county Fair Grounds on October 17th, 18th, 19th, and 20th, 2019. We thank Kimberly Morgan and The Board of County Commissioners for making it happen.

We are also proud to announce that the cooking contest rules will still apply with some modifications. This year we are offering four categories, pork shoulder or Boston Butt, {either or}, Pork, Ribs, Brisket and Chicken. Cook teams must enter all four categories to be eligible for the grand championship. We are expecting teams from all over the southeast to compete for trophies and prize money in Florida's Official BBQ Cooking contest.

This year we will triple the vendors and exhibits, and Ham Jam coordinators are working to make this the best event ever.

With over 40,000 expected to attend this year it will be overwhelming.

As always, all charities and non-profit organizations are welcome to come in and participate at no charge.

What an excellent marketing opportunity for sponsors.

1. **Making a presence in the community.**
2. **Region wide product exposure.**
3. **Multi-audience focus.**
4. **Name association with a well established family event.**
5. **Unlimited promotional opportunities.**
6. **Customer relation's opportunities.**
7. **Continuous expansion and improvement.**

Visit our web Site at first coast ham jam . com

We look forward to seeing you at the 2019 First Coast Ham Jam.

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Hanania Auto Group
From: Ronnie Munsey
Subject: Sponsor and advertising Package's for The First Coast Ham Jam Festival.
October 17th, 18th, 19th,and 20th, 2019.

As A Sponsor of The First Coast Ham Jam Festival your company will receive the following.

- **Exclusivity for 2020.**
- **First right of refusal for 2020.**
- **1 03'x 25' Banner above the stage.**
- **Banner Rights and live PA announcements on site throughout the events.**
- **MENTIONS IN All Advertising on radio stations WQIK 99.1, and WYKB FM Jax Country 105.3 three weeks prior to the event.**
- **Logo on Six Billboards throughout Duval, Clay, and St John's Counties.**
- **Headlining on The Sponsor Board.**
- **Headlining in all newspaper print.**
- **20 General Admission Tickets ALL FOUR DAYS**
- **4 'Meet & Greet' passes for each concert.**
- **On site display.**
- **10 Parking Passes for each day.**
- **Admission for 10 guest to the VIP party friday October 18th, Dinner and cocktails included.**

Total Value:	**$50,000.00**
Total Investment:	**$25,000.00**

Approved by: _____

Ham Jam Coordinator: _____

739 Duart Drive • Orange Park, FL 32073 • Tel (904) 276-4746 Cell (904) 838-5530 Fax (904) 276-7267 • www.FloridaHamJam.com
Ham Jam Charities, Inc. Fed ID 54-2080372

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

Ham Jam's, Twenty First Anniversary

To: Our Valued Sponsor
From: Ronnie Munsey
Subject: Sponsorship and Advertising Package for the Twenty First annual First Coast Ham Jam Festival, October 17th, 18th, 19th, and 20th 2019.
As a sponsor your company will receive the following:

- **Banner Rights and live PA announcements on site throughout the event.{4 days} (Sponsor provides banner)**
- **2 Two VIP Invitations Includes, two cocktails per person and Dinner with VIP seating for the concert Friday October 18th entertainment TBA.**

Total Value:	**$1,500.00**
Total Investment:	**$500.00**

Approved by: _____

Ham Jam Coordinator: _____

739 Duart Drive • Orange Park, FL 32073 • Tel (904) 276-4746 Cell (904) 838-5530 Fax (904) 276-7267 • www.FloridaHamJam.com
Ham Jam Charities, Inc. Fed ID 54-2080372

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

HAM JAM'S TWENTY FIRST ANNIVERSARY

TO: OUR VALUED SPONSOR

FROM: TRESA CALFEE

SUBJECT: SPONSORSHIP AND ADVERTISING PACKAGE FOR THE FIRST COAST HAM JAM FESTIVAL OCTOBER 17TH, 18TH, 19TH, AND 20TH, 2019

AS A SPONSOR YOUR COMPANY WILL RECEIVE THE FOLLOWING

- BANNER RIGHTS AND LIVE PA ANNOUNCEMENTS THROUGH OUT THE FOUR DAY FESTIVAL SPONSOR PROVIDES BANNER
- TWO VIP INVITATIONS INCLUDES, TWO COCKTAILS PER PERSON AND DINNER, WITH VIP SEATING FOR THE CONCERT FRIDAY OCTOBER 18TH, ENTERTAINMENT TBA.
- FOUR GENERAL ADMISSION TICKETS INCLUDES RIDES AND CONCERT.
- TWO VIP PARKING PASSES

TOTAL VALUE: $ 2000.00

TOTAL INVESTMENT $1000.00

739 DUART DRIVE • ORANGE PARK, FL 32073 • TEL (904) 276-4746 CELL (904) 838-5530 FAX (904) 276-7267 • WWW.FLORIDAHAMJAM.COM
HAM JAM CHARITIES, INC. FED ID 54-2080372

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our valued sponsor
From: Ronnie Munsey
Subject: sponsorship and advertising package for the Twenty First annual First Coast Ham Jam October 17th, 18th, 19th, and 20th, 2019.

As a Sponsor of the First Coast Ham Jam Festival your company will receive the following:

- **Banner Rights and live PA announcements on site throughout the 4 day event. (Sponsor provides banners)**
- **Inclusion on sponsor board**
- **Two VIP Invitations includes, two cocktails per person and dinner with VIP seating for the concert Friday October 18th entertainment TBA.**
- **Four General Admission Tickets.**
- **On site display (booth).**

Total Value:	**$3,500.00**
Total Investment:	**$2,000.00**

Approved by: _____

Ham Jam Coordinator: _____

739 Duart Drive • Orange Park, FL 32073 • Tel (904) 276-4746 Cell (904) 838-5530 Fax (904) 276-7267 • www.FloridaHamJam.com
Ham Jam Charities, Inc. Fed ID 54-2080372

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our Valued Sponsor
From: Ronnie Munsey
Subject: Sponsorship and Advertising Package for the Twenty First Annual First Coast Ham Jam Festival: October 17th, 18th, 19th, and 20th, 2019.

As a sponsor of The First Coast Ham Jam Festival your company will receive the following:

- **Banner Rights and live PA announcements on site throughout the event. (Sponsor provides banners)**
- **Mentions on Radio stations WQIK, and WYKB – FM.**
- **Inclusion on The Sponsor Board.**
- **Inclusion in all newspaper print. Includes Logo**
- **4 General Admission Tickets with VIP seating for the concert Friday October 18th Entertainment TBA**
- **On site display (booth).**
- **2 VIP Parking Passes**
- **Admission for 4 guest at the VIP party Friday October 18th,**

Total Value:	**$6,000.00**
Total Investment	**$2,500.00**

Approved by: _____

Ham Jam Coordinator: _____

739 Duart Drive • Orange Park, FL 32073 • Tel (904) 276-4746 Cell (904) 838-5530 Fax (904) 276-7267 • www.FloridaHamJam.com
Ham Jam Charities, Inc. Fed ID 54-2080372

Ham Jam

FLORIDA'S OFFICIAL BBQ COOKING CONTEST

To: Our valued sponsor
From: Ronnie Munsey
Subject: Sponsorship and Advertising Package for the Twenty-first Annual First Coast Ham Jam Festival October 17th, 18th, 19th, and 20th, 2019.

As a sponsor of The First Coast Ham Jam Festival your company will receive the following.

- **Exclusivity for 2019**
- **Banner Rights and live PA announcements on site throughout the event**
- **Mentions on radio stations WQIK 99.1, WYKB – FM JAX Country 105.3 two weeks prior.**
- **Inclusion on the Sponsor Board.**
- **Inclusion in all newspaper print. Includes logo**
- **10 General Admission Tickets. Friday and Saturday Oct.18th, and 19th,**
- **On site display (booth).**
- **Two 'meet & Greet passes each day entertainers TBA.**
- **4 VIP parking passes.**
- **Admission for 4 guests at the VIP party Friday October 18th, 2019.**

Total Value:	**$20,000.00**
Total Investment	**$5,000.00**

Approved by: _____

Ham Jam Coordinator: _____

739 Duart Drive • Orange Park, FL 32073 • Tel (904) 276-4746 Cell (904) 838-5530 Fax (904) 276-7267 • www.FloridaHamJam.com
Ham Jam Charities, Inc. Fed ID 54-2080372

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/17/2019

FROM: Courtney K. Grimm

SUBJECT:
Approval of the Interlocal Agreement for Reimbursement of Property Appraiser (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M)

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description
🗋	Property_Appraiser_Agt_Stormwater_MSBU_2019_Public

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2019 - 4:19 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 4:23 PM	

Clay County Agreement/Contract No. 2018/2019-____

INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF PROPERTY APPRAISER (STORMWATER MAINTENANCE MSBU)

This Interlocal Agreement for Reimbursement of Property Appraiser (the "Agreement") is made and entered into as of _____, 2019, by Clay County, a political subdivision of the State of Florida (the "County"), and Roger A. Suggs, in his official capacity as Property Appraiser of Clay County, Florida (the "Property Appraiser").

Now therefore, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the ten dollars ($10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

Section 1.01. Findings, Recitals and Acknowledgments. It is hereby ascertained, determined and declared by the County that:

(a) the County is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the County to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in Section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the non-payment provisions of the ad valorem tax laws (the "Uniform Method");

(b) the Uniform Method, with its enforcement provisions including the use of tax sale certificates and tax deeds to collect delinquent annual payments, is less expensive and more equitable to the delinquent landowner than the traditional lien and foreclosure methodology;

(c) the Uniform Method will provide for more efficient collection by virtue of the assessment being on the tax notice issued by the Tax Collector and will produce positive economic benefits to the affected landowners and the County;

(d) the Uniform Method will promote local government accountability;

(e) this Agreement is intended to conform with the requirements of Section 197.3632, Florida Statutes, that the County and the Property Appraiser enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method, such administrative and actual costs including, but not being limited to those costs associated with personnel, forms, supplies, data processing, computer equipment and programming;

(f) the duties of the Property Appraiser under Section 197.3632, Florida Statutes, are ministerial; and,

(g) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem assessments to be imposed and levied by the County for stormwater maintenance within the unincorporated area of Clay County, said area being more particularly described in Resolution No. 18/19-20 adopted by the Board of County Commissioners of the County on December 11, 2018.

Section 1.02. Incorporation. The findings, recitals and acknowledgments contained herein are true, correct and incorporated into this Agreement.

ARTICLE II

Section 2.01. Purpose. The purpose of this Agreement is for the County and the Property Appraiser to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Property Appraiser for all necessary administrative costs incurred by the Property Appraiser in such activity as provided in said statute.

ARTICLE III

Section 3.01. Compliance With Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any applicable rules, including Rule 12D-18, Florida Administrative Code, duly promulgated by the Florida Department of Revenue.

ARTICLE IV

Section 4.01. Duties and Responsibilities of the County. The County shall:

(a) be solely responsible for imposing and levying valid non-ad valorem assessments;

(b) reimburse the Property Appraiser for the necessary administrative costs incurred by the Property Appraiser in performing his duties under this Agreement. Said costs are more particularly provided for in Rule 12D-18.004(2), Florida Administrative Code, and Section 197.3632, Florida Statutes.

(c) to the extent not prohibited by law, hold the Property Appraiser harmless from any liability he may incur arising out of any court action brought against him by any third party challenging the validity of the non-ad valorem assessments levied by the County, including but not limited to attorneys fees and costs incurred by the Property Appraiser in the defense thereof;

provided, the Property Appraiser must first notify the County Attorney promptly upon receipt of a summons and complaint or any other process served on him in said action, simultaneously providing a copy thereof to the County Attorney, and the County reserves the right to provide competent counsel at its expense to represent the Property Appraiser in such action, and to directly pay all reasonable costs and expenses associated therewith. If the County exercises such right and performs in accordance therewith, the Property Appraiser may nevertheless retain his own counsel to represent him in the action, but all expenses associated therewith, including fees and costs, shall be borne solely by him, and the hold harmless provisions hereof for any liability and for such fees and costs shall not apply. Moreover, the hold harmless provisions hereof shall not apply in the event either (1) the Property Appraiser does not reasonably cooperate with and assist the County in defending the suit challenging the validity of the assessment, or (2) the Property Appraiser brings an action directly against the County pertaining to the assessment.

(d) make all reimbursement or payment to the Property Appraiser hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function.

(e) designate and authorize a person, other than the Property Appraiser, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem assessment roll, and if necessary, file with the Property Appraiser an appropriate certificate of correction.

Section 4.02. Duties and Responsibilities of the Property Appraiser. The Property Appraiser shall:

(a) annually by June 1 provide to the County at least the following information by compatible electronic medium: (1) the legal description of the property affected by the levy, (2) the names and addresses of the owners of such property, (3) the property identification number of each parcel in a manner that conforms to the format of the ad valorem tax roll submitted to the Department of Revenue.

(b) although the Property Appraiser is not required by law to submit information other than items (1), (2), and (3) in paragraph (a) of this Section, furnish to the County other information as is found on the ad valorem roll submitted to the Department of Revenue as requested by the County 60 days prior to each June 1; and,

(c) provide to the County a written itemized statement of any necessary administrative costs incurred by the Property Appraiser for which reimbursement is sought, and allow the County to audit back up material supporting the same; provided, the Property Appraiser in his discretion may elect not to seek reimbursement for any of the duties provided herein.

ARTICLE V

Section 5.01. Term. The term of this Agreement shall commence upon the date first above written and shall run through the end of the collection period for the non-ad valorem assessments levied for the upcoming fiscal year. This Agreement shall be automatically renewed thereafter, for successive one year periods, to run through the end of each collection period for assessments imposed in subsequent years. However, the County shall inform the Property Appraiser and the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement. Either the County or the Property Appraiser may terminate this Agreement upon thirty days' written notice to the other.

ARTICLE VI

Section 6.01. Compensation and Reimbursement. In consideration of the performance of the various duties and tasks of the Property Appraiser provided under Section 4.02 hereof, the Property Appraiser shall be entitled to compensation for administrative costs for which an itemized statement is submitted as provided under Section 4.02(c) hereof.

IN WITNESS WHEREOF, the County and the Property Appraiser have executed and delivered this Agreement as the date first above written.

County:

Clay County, a political subdivision of the State of Florida

By: _____
Mike Cella, Its Chairman

Attest:

_____
Lorin L. Mock Acting County Manager and
Clerk of the Board of County Commissioners

Property Appraiser:

_____

Roger A. Suggs in his official capacity as
Property Appraiser of Clay County, Florida

Ordinances/stormwater msbu/2018-creation/propertyappraiser agt

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance and Audit Committee DATE: 5/17/2019

FROM: Courtney K. Grimm

SUBJECT:
Approval of the Interlocal Agreement for Reimbursement of Tax Collector (Stormwater Maintenance MSBU). The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute. Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M) (C. Grimm)

AGENDA ITEM TYPE:

Is Funding Required (Yes/No):
Yes

If Yes, Was the item budgeted (Yes\No\N/A):
Yes

Funding Source: 101-3701-546100 (Transportation Trust Fund / Streets & Drainage / R&M)

Sole Source (Yes\No):
No

Advanced Payment (Yes\No):
No

ATTACHMENTS:

	Description
🗋	Interlocal Agreement for Reimbursement of Tax Collector_Public

REVIEWERS:

Department	Reviewer	Action	Date	Comments
County Attorney	Grimm, Courtney K.	Approved	5/17/2019 - 4:20 PM	
County Manager	Slaybaugh, Jaclyn	Approved	5/17/2019 - 4:23 PM	

Clay County Agreement/Contract No. 2018/2019-____

INTERLOCAL AGREEMENT FOR REIMBURSEMENT OF TAX COLLECTOR (STORMWATER MAINTENANCE MSBU)

This Interlocal Agreement for Reimbursement of Tax Collector (the "Agreement") is made and entered into as of_____, 2019, by and between Clay County, a political subdivision of the State of Florida (the "County"), and Jimmy Weeks, in his official capacity as Tax Collector of Clay County, Florida (the "Tax Collector").

Now therefore, in consideration of the mutual promises, covenants, representations, and agreements contained herein, together with the sum of ten dollars ($10.00) and other good and valuable consideration exchanged between the parties, the parties to this Agreement do undertake, promise and agree for themselves, and their successors as follows:

ARTICLE I

Section 1.01. Findings, Recitals, and Acknowledgments. It is hereby ascertained, determined and declared by the parties that:

(a) the County is authorized to impose non-ad valorem assessments and by appropriate resolution has expressed its intent to use the uniform method of levy, collection and enforcement of non-ad valorem assessments as provided in Section 197.3632, Florida Statutes, under which assessments are included on an assessment roll and certified, in a compatible electronic medium tied to the property identification number, by the County to the Tax Collector for merging with the ad valorem tax roll, for collection by utilizing the tax notice provisions described in Section 197.3635, Florida Statutes, and for sale of tax certificates and tax deeds under the non-payment provisions of the ad valorem tax laws (the "Uniform Method");

(b) the Uniform Method, with its enforcement provisions including the use of tax sale certificates and tax deeds to collect delinquent annual payments, is less expensive and more equitable to the delinquent landowner than the traditional lien and foreclosure methodology;

(c) the Uniform Method will provide for more efficient collection by virtue of the assessment being on the tax notice issued by the Tax Collector and will produce positive economic benefits to the affected landowners and the County;

(d) the Uniform Method will promote local government accountability;

(e) this Agreement is intended to conform with the requirements of Section 197.3632, Florida Statutes, that the County and the Tax Collector enter into a written agreement providing for reimbursement of necessary administrative and actual costs incurred as a result of the use of the Uniform Method, such administrative and actual costs including, but not being limited to those costs associated with personnel, forms, supplies, data processing, computer equipment and programming;

(f) the duties of the Tax Collector under Section 197.3632, Florida Statutes, are ministerial;

(g) this Agreement is entered into in order to allow for the use of the Uniform Method relative to non-ad valorem assessments to be imposed and levied by the County for stormwater maintenance within the unincorporated area of Clay County, said area being more particularly described in Resolution No. 18/19-20 adopted by the Board of County Commissioners of the County on December 11, 2018; and

(h) Section 197.3632(7), Florida Statutes, provides that the County shall bear all costs associated with any separate notice mailed thereunder in the event the Tax Collector is unable to merge a non-ad valorem assessment roll with the ad valorem tax roll to produce a combined notice under Section 197.3635, Florida Statutes.

Section 1.02. Incorporation. The findings, recitals and acknowledgments contained herein are true, correct and incorporated into this Agreement.

ARTICLE II

Section 2.01. Purpose. The purpose of this Agreement is for the County and the Tax Collector to establish and agree upon the undertaking of their mutual responsibilities pursuant to Section 197.3632, Florida Statutes, in order for the County to implement the Uniform Method for the notice, levy, collection, and enforcement of certain non-ad valorem assessments herein described; and to provide for reimbursement and payment by the County to the Tax Collector for all necessary administrative and collection costs incurred by the Tax Collector in such activity as provided in said statute.

ARTICLE III

Section 3.01. Compliance With Laws and Regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any applicable rules, including Rule 12D-18, Florida Administrative Code, duly promulgated by the Florida Department of Revenue.

ARTICLE IV

Section 4.01. Duties and Responsibilities of the County. The County shall:

(a) be solely responsible for imposing and levying valid non-ad valorem assessments;

(b) cooperate with the Tax Collector to implement the Uniform Method of notice, levy, collection and enforcement of the subject non-ad valorem assessment roll, pursuant to, and consistent with, all the provisions of Chapter 197 and, specifically, Sections 197.3632 and 197.3635, Florida Statutes, as amended;

(c) reimburse the Tax Collector for the necessary administrative costs incurred by the Tax Collector in performing the duties under this Agreement. Said costs include those provided for in Rule 12D-18.004(2), Florida Administrative Code, and in Section 197.3632(8)(c), Florida Statutes.

(d) to the extent not prohibited by law, hold the Tax Collector harmless from any liability he may incur arising out of any court action brought against him by any third party challenging the validity of the non-ad valorem assessments levied by the County, including but not limited to attorneys fees and costs incurred by the Tax Collector in the defense thereof; provided, the Tax Collector must first notify the County Attorney promptly upon receipt of a summons and complaint or any other process served on him in said action, simultaneously providing a copy thereof to the County Attorney, and the County reserves the right to provide competent counsel at its expense to represent the Tax Collector in such action, and to directly pay all reasonable costs and expenses associated therewith. If the County exercises such right and performs in accordance therewith, the Tax Collector may nevertheless retain his own counsel to represent him in the action, but all expenses associated therewith, including fees and costs, shall be borne solely by him, and the hold harmless provisions hereof for any liability and for such fees and costs shall not apply. Moreover, the hold harmless provisions hereof shall not apply in the event either (1) the Tax Collector does not reasonably cooperate with and assist the County in defending the suit challenging the validity of the assessment, or (2) the Tax Collector brings an action directly against the County pertaining to the assessment.

(e) make all reimbursement or payment to the Tax Collector hereunder in accordance with the Florida Prompt Payment Act, Chapter 278, Part VII, Florida Statutes, or its successor in function;

(f) designate and authorize a person, other than the Tax Collector, to receive and process any request for changes, modifications or corrections to the subject non-ad valorem assessment roll, and if necessary, file with the Tax Collector an appropriate certificate of correction;

(g) pursuant to Section 197.3632(7), Florida Statutes, pay for or alternatively reimburse the Tax Collector for any separate tax notices if the Tax Collector cannot merge the non-ad valorem assessment roll certified by the County; and

(h) cause the Chairperson of the Board of County Commissioners of the County, or his or her designee, to certify, by September 15 of each year to the Tax Collector the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, in a manner that conforms to the format of the ad valorem tax roll submitted by the Property Appraiser to the Florida Department of Revenue.

Section 4.02. Duties and Responsibilities of the Tax Collector. The Tax Collector shall:

(a) merge all rolls, prepare a collection roll and prepare a combined notice for both the ad valorem and non-ad valorem assessments in accordance with Chapter 197, Florida

Statutes, any applicable rules promulgated by the Florida Department of Revenue and in accordance with any specific ordinances and resolutions adopted by the County, so long as said ordinances and resolutions shall themselves not be inconsistent with or contrary to the provisions of Chapter 197, and, specifically, Sections 197.3632 and 197.3635, Florida Statutes;

(b) collect the non-ad valorem assessments of the County pursuant to the non-ad valorem assessment roll as certified no later than September 15 of each year to the Tax Collector; provided, such non-ad valorem assessment roll is on compatible electronic medium tied to the property identification number for each parcel and in the format used by the Property Appraiser for the ad valorem roll submitted to the Florida Department of Revenue and such non-ad valorem roll is free of errors and omissions;

(c) provide the County with a written itemized statement of any necessary administrative costs incurred by the Tax Collector for which reimbursement is sought, and allow the County to audit back-up material supporting the same; provided, the Tax Collector in his discretion may elect not to seek reimbursement for any of the duties provided herein;

(d) if he discovers any errors or omissions on any roll, request the County to file a corrected roll or the correction of the amount of any assessment by filing with the Tax Collector a certificate of correction, with a copy to the Property Appraiser and the Florida Department of Revenue, pursuant to the applicable rules promulgated by the Florida Department of Revenue; and

(e) upon determining that a separate mailing is required pursuant to Section 197.3632(7), Florida Statutes, mail, or require the County to mail, a separate notice of the particular non-ad valorem assessment.

ARTICLE V

Section 5.01. Term. The term of this Agreement shall commence upon the date first above written and shall run through the end of the collection period for the non-ad valorem assessments levied for the upcoming fiscal year. This Agreement shall be automatically renewed thereafter, for successive one year periods, to run through the end of each collection period for assessments imposed in subsequent years. However, the County shall inform the Property Appraiser and the Tax Collector and the Florida Department of Revenue by January 10 in any calendar year the County intends to discontinue using the Uniform Method of collecting the non-ad valorem assessments referred to in this Agreement. Either the County or the Tax Collector may terminate this Agreement upon thirty days' written notice to the other.

ARTICLE VI

Section 6.01. Compensation and Reimbursement. In consideration of the performance of the various duties and tasks of the Tax Collector provided under Section 4.02 hereof, the Tax Collector shall be entitled to compensation and reimbursement as follows:

(a) for collecting the non-ad valorem assessments, the Tax Collector shall be compensated in accordance with Sections 197.3632(8)(c) and 192.091(2)(b)2, Florida Statutes, and is entitled to deduct the compensation to which he is entitled hereunder at the time of distribution of collections; and

(b) for performing the various duties required of him under Section 4.02 hereof other than collecting and disbursing the non-ad valorem assessments, pursuant to Section 197.3632(2), Florida Statutes, the Tax Collector shall be reimbursed by the County for actual costs incurred by him thereby and for which an itemized statement is submitted as provided under Section 4.02(c) hereof.

IN WITNESS WHEREOF, the County and the Tax Collector have executed and delivered this Agreement as of the date first above written.

County:

Clay County, a political subdivision of the State of Florida

By: _____
Mike Cella, Its Chairman

Attest:

_____
Lorin L. Mock Acting County Manager and
Clerk of the Board of County Commissioners

Tax Collector:

_____

Jimmy Weeks in his official capacity as
Tax Collector of Clay County, Florida

Ordinances/stormwater msbu/2018-creation/taxcollector agt

Agenda Item
Clay County Board of County Commissioners

Clay County Administration Building
Tuesday, May 21 3:00 PM

TO: Finance & Audit Committee DATE: 5/13/2019

FROM: Angela Goodermote

SUBJECT:
Presentations of the FY 19/20 Nonprofit Agency Grant Applicants for budget funding for the upcoming fiscal year. (D. Sileo)

Florida Art License Plate Fund:
- A. Clay County Community Band, Inc. (not presenting)
- B. First Coast Highlanders, Inc. (not presenting)

General Fund:
- C. Challenge Enterprises of North Florida, Inc.
- D. Episcopal Children's Services, Inc.
- E. Kids First of Florida, Inc.
- F. Quigley House, Inc.

County Alcohol & Drug Abuse Fund:
- G. Clay Behavioral Health Center, Inc.

AGENDA ITEM TYPE:

BACKGROUND INFORMATION:
Presentations from the nonprofit agency grant applicants allow the Board of County Commissioners the opportunity to ask questions from each applicant.

Is Funding Required (Yes/No):	If Yes, Was the item budgeted (Yes\No\N/A):
No	**No**

Funding sources and amounts to be determined within the approval of the FY 19/20 Clay County Budget.

Sole Source (Yes\No):	Advanced Payment (Yes\No):
No	**No**

ATTACHMENTS:

Description

- 19-20_Grant_Application_Challenge_Enterprises_Public
- 19-20_Grant_Application_Clay_Behavioral_Health_Ctr_Public
- 19-20_Grant_Application_Clay_Co_Comm_Band_Public
- 19-20_Grant_Application_ECS_Public
- 19-20_Grant_Application_First_Coast_Highlanders_Complete_Public
- 19-20_Grant_Application_Kids_First_of_Florida_Public
- 19-20_Grant_Application_Quigley_House_Public
- FY19-20 Nonprofit Historical Analysis_Public

REVIEWERS:

Department Reviewer	Action	Date	Comments
Goodermote, Angela	Approved	5/14/2019 - 11:51 AM	

Budget Office			
County Manager	Mock, Lorin	Approved	5/14/2019 - 3:01 PM

Clay County Nonprofit Agency Funding Program
FY 2019-2020
Applications

Agency Name	Funding Source	Service Provided to Citizens	FY 15/16	FY 16/17	FY 17/18	Approved FY 18/19	Requested FY 19/20	Increase (Decrease) in *REQUESTED*	% Increase / (Decrease)
Challenge Enterprises of N FL, Inc	General Fund	Grants in Aid	61,200	61,200	61,200	61,200	61,200	-	0%
Episcopal Children's Services	General Fund	Grants in Aid	108,000	108,000	108,000	108,000	112,000	4,000	4%
Kids First of Florida, Inc	General Fund	Grants in Aid	45,000	45,000	45,000	45,000	45,000	-	0%
Quigley House, Inc	General Fund	Grants in Aid	51,412	51,412	51,412	51,412	70,170	18,758	36%
The Way Free Medical Clinic, Inc	General Fund	Health	15,000	15,000	15,000	15,000	25,000	10,000	67%
BASCA, Inc	General Fund	Grants in Aid	-	-	-	10,000	50,000	40,000	400%
Children's Home Society of FL (CPS)	General Fund	Grants in Aid	-	-	-	-	60,384	60,384	100%
JC Penney Memorial Scenic Highway	General Fund	Grants in Aid	-	-	-	-	40,000	40,000	100%
Town of Penney Farms	General Fund	Grants in Aid	-	-	-	-	40,000	40,000	100%
	GENERAL FUND AID TO NONPROFIT ORGS		**280,612**	**280,612**	**280,612**	**290,612**	**503,754**	**213,142**	
Clay Behavioral Health Center	County Alcohol & Drug Abuse Fund	Mental Health	10,000	5,000	5,000	4,000	4,000	-	0%
*General Fund **Transfer** to 105-County Alcohol & Drug Abuse Fund*	***General Fund Transfer***	Mental Health	340,000	345,000	345,000	346,000	396,000	50,000	14%
	COUNTY ALCOHOL & DRUG ABUSE FUND		**350,000**	**350,000**	**350,000**	**350,000**	**400,000**	**50,000**	
Clay County Community Band, Inc	Florida Art License Plate Fund	Culture / Recreation	1,412	1,000	1,000	1,000	1,600	600	60%
First Coast Highlanders, Inc (FKA Clay County Sheriff's Office Pipes & Drums, Inc)	Florida Art License Plate Fund	Culture / Recreation	1,063	1,000	1,000	1,000	2,000	1,000	100%
	FLORIDA ART LICENSE PLATE FUND		**2,475**	**2,000**	**2,000**	**2,000**	**3,600**	**1,600**	
	OVERALL AID TO OTHER AGENCIES / NONPROFIT GRANTS		***633,087***	***632,612***	***632,612***	***642,612***	***907,354***	***264,742***	***-***

as of 5/16/2019

Clay Couuty Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name: Clay County Community Band		
Physical Address: 2750 Moody Ave Orange Park FL. 32073		
Mailing Address: 602 Lorn Ct.	**City/State:** O. P. FL	**Zip:** 32073
Phone: (904)891-2053	**Fax:** (904)779-1202	
Website: www.claycountyband.com	**Federal Tax ID#:** 59-3755221	
Executive Director: Jim Layton		
Primary Contact: Burk Shields	**Title:** Grant Comm. Chair	
Email: trainut@bellsouth.net (904)477-0395		
Amount Requested: $1600.00	**Amount Awarded** (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	
Goals:	1. Please see attached page A1
	2.
	3.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

*30 years of providing musical entertainment and cultural enlightenment via Concert Band and Swing Band performances for Municipal and Civic activities and fund raising performances for other Public Services organizations.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	Affiliation
Jim Layton	President
Burk Shields	Vice President
Kathy Robertson	Treasurer
Bobby Rahn	Secretary
Billy Bullock	At Large

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

Support of a continuing program of live, in person musical performances utilizing local, non professional volunteer musicians in a harmonious social context at the request of private and Civic organizations in NE Florida and the surrounding area.

2. Describe the grant's target population and benefits received from the citizens of the County.

As the OFFICIAL BAND OF CLAY COUNTY our primary target audience is the entire population of Clay County and as much of the population of the surrounding area as possible

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Our By-Laws state that all expenditures of less that $250.00 may be voted on and approved by a majority vote of the 5 member Board. Any expenditure in excess of $250.00 or for durable goods are discussed by the full Band and then voted on to approve or disapprove in accordance with our By-Laws.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
D. N. A.	

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

Historically we have used feedback from our audiences, repeated requests from our prior clients and audience participation in our events which have proven to be the most accurate indications as to our benefit to the community and our effectiveness in accomplishing our goals. Most recently we have received feedback regarding our willingness to perform at low key but needy events instead of focusing purely on "high visibility" events. We are very proud of that accomplishment

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019:
   Total projected revenue for Fiscal Year 2019-2020:

Because all of our work is done on a volunteer basis we traditionally do not work from a fixed budget. We work with what we have in the bank and what we get during the season in donations and Grant funding.

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government		$1000.00		$1000.00	
Other Cities or Counties					
State Funding					
Federal Funding					
Foundations					
Program-Generated Revenue					
Program-Specific Revenue					
Total Revenue:		$5064.00		$4000.00	

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Personnel Sub-total:				
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)				
Telephone				
Postage & Shipping				
Printing & Publication				
Equipment Rental & Maintenance				
Travel				
Professional Development				
Office Supplies				
Computers & Equipment				
Other				
Operation Expenses Sub-total:				
Total Expenses				

3. Is County funding a mandated requirement? YES ☐ NO ☑
If yes, please explain requirement:

4. Schedule of Positions:
% of Budget Allocated to Administration:

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
We do not have any paid staff		$	$	$	%
We are all volunteers		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Funds will be expended for musical arrangements, upgrades, repairs and maintenance of Band owned equipment and purchase of musical instruments and supplies as needed.

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up frout nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

Administration 0 Programming 100%

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application ***no later than* 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below aeknowlcdges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

Jim Layton

(Type Name)

Jim Layton

(Signature)

3/10/2019

(Date)

Board Chair

Burk Shields

(Type Name)

B. Shields

(Signature)

3/9/2019

(Date)

Attachment Page 1-A

As the Official Band of Clay County, the Clay County Community Band serves three primary functions. First, to provide an opportunity for non-professional volunteer musicians from within the community to participate in a concert band, making a unique cultural contribution to the life of the community.

Second, as a mentoring organization for Middle School and High School musicians which they get educational credit for.

Third, as a not for profit organization, to foster a spirit of camaraderie among the wind and percussion instrument players in the community, to bring a needed complement to the area of amateur arts in the community and to provide a musical experience not provided by any other musical organizations.
This mission is accomplished by giving concerts both for entertainment and to assist various civic groups in their fund raising activities.

Our concerts will occasionally include vocal and Jazz instrumental solo and groups. We play music from a wide range of musical genre including marches, folk tunes, musicals, contemporary pop, classical, swing and jazz.

Clay County Community Band

Clay County Board of County Commissioners
Grant Request for FY 2019/2020

Copy 4

RECEIVED
PURCHASING DIVISION

2019 MAR 11 AM 10:44

CLAY COUNTY BOARD OF COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: Clay Co. Community Band

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020



A. Applicant Information:

Applicant Name: **First Coast Highlanders, Inc.**		
Physical Address: **1905 Park Avenue, Orange Park, Florida**		
Mailing Address: **9703 NW 29th Street**	**City/State:** **Starke, Florida**	**Zip:** **32091**
Phone: **(904) 368-8177**	**Fax:** **(904) 368-8177**	
Website: **www.firstcoasthighlanders.com**		**Federal Tax ID#:** **80-0624860**
Executive Director: **Gayward Hendry**		
Primary Contact: **Arthur Tenney**	**Title:** **Business Manager**	
Email: **Piper10y@aol.com**		
Amount Requested: **$2,000**	**Amount Awarded** (Budget Office use only)**:**	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	First Coast Highlanders, Inc. shall strive for excellence in musical performance and ceremonial drill, to increase knowledge of Celtic heritage and culture in the community through performance of traditional Celtic music and the display of traditional dress.
Goals:	1. To teach, promote and foster quality playing of highland bagpipes and drums
	2. To strive for excellence in musical performance and ceremonial drill
	3.To provide free concerts to schools, veteran organizations, and other charitable organizations.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County fund

The First Coast Highlanders is a performance and entertainment band, a teaching organization and a cultural group. We are a community band and promote culture through music.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	**Affiliation**
Evan Brown	President
Scott Young	Vice President
Will Wheeler	Treasurer
Danise Young	Secretary
Greg McClelland	Member at Large
Arthur Tenney	Band Manager
Gayward Hendry	Executive Director

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The funding from this arts grant will be used to purchase needed equipment and uniforms as well as maintaining and repairing older equipment and uniforms. We currently have sixt students. We also have several people who showed interest in learning pipes or drums at the NE Florida Scottish Games.

2. Describe the grant's target population and benefits received from the citizens of the County.

Our target is anyone interested in learning the great highland bagpipe or highland drum as well as learning Celtic culture. We teach anyone in Clay and surrounding counties without discrimination

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Arthur Tenney is responsible for implementing the grant. He has over 45 years in the finance field and has been involved with other musical organizations and responsible for grant programs in several of those organizations.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

Our mission is ongoing 100% of the time. We accomplish our mission and goals at every performance. The First Coast Highlanders is a successful organization. We receive many repeat requests to perform at many Clay County functions. Last year we completed 32 performances in and around Clay County. Some of the organizations we performed for included the Special Olympics opening, Children's Miracle Network, Clay County Fair, The Allegro, police events, various veteran's and military group events, and other non-profit groups. In addition, we have performed in several schools.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: $16,300
   Total projected revenue for Fiscal Year 2019-2020: $19,200

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Donations	$8,737.19	$5,350.00		$6,200	
Performance Fees	$5,950.00	$6,396.00		$7,000	
Merchandise Sales	$1,432.78	$1,287.00		$3,000	
Grants	$1,000.00	$2,400.00		$2,500	
Other	0	0		$ 500	
Program-Generated Revenue	0	0		0	
Program-Specific Revenue	0	0		0	
Fundraising	0	0		0	
Total Revenue:	$17,119.87	$15,483.00		$19,2000	

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages				
Fringe Benefits				
Personnel Sub-total:				
Operating Expenses				
Insurance, Fees and Taxes	$1,200	0	0	0
Purchase of sales merchandise	$2,300	0	0	0
Postage & Shipping	$ 100	0	0	0
Printing & Publication	$3,500	0	0	0
Uniforms	$5,000	0	0	0
Travel	$ 200	0	0	0
Scholarships	$2,500	0	0	0
Office Supplies	$ 800	0	0	0
Equipment	$1,000	0	0	00
Other, Good and Welfare	$2,600	0	0	0
Operation Expenses Sub-total:	$19,200	0	0	0
Total Expenses	$19,200	0	0	0

3. Is County funding a mandated requirement? YES NO X

If yes, please explain requirement:

4. Schedule of Positions:
% of Budget Allocated to Administration: **0%**

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%
		$	$	$	%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

The funding from this arts grant will be used to purchase needed equipment and uniforms as well as maintaining and repairing equipment and uniforms

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
None

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990) E Postcard**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

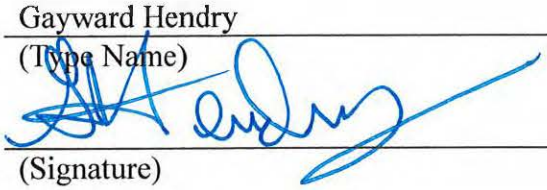
3. Submit seven (7) copies of your completed application ***no later than* 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

Gayward Hendry
(Type Name)



(Signature)

March 7, 2019
(Date)

Board Chair

Evan Brown
(Type Name)

Evan Brown
(Signature)

March 7, 2019
(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name: **Challenge Enterprises of North Florida, Inc.**		
Physical Address: **3530 Enterprises Way**		
Mailing Address:	**City/State:** **Green Cove Springs, FL**	**Zip:** **32043**
Phone: **904 284-9859**	**Fax:** **904 284-9497**	
Website: **challengeenterprises.org**		**Federal Tax ID#:** **59-1478621**
Executive Director: **Nancy C. Keating**		
Primary Contact: **Katie Vineyard**	**Title:** **Chief Operations Officer**	
Email: **katiev@challengeenterprises.org**		
Amount Requested: **$61,200**	**Amount Awarded** (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To promote the Power of People and Possibilities for individuals living with disabilities.
Goals:	1. Secure employment for people with disabilities earning Florida minimum wage or better
	2. Increase the number of residents in group homes for adults with intellectual and developmental disabilities.
	3. Collaborate with local, state and national agencies to advocate for transportation for job training, placement, employment and affordable housing and meaningful volunteer opportunities.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Challenge Enterprises of North Florida, Inc. is a nonprofit agency organized in Clay County in 1972 and has consistently assisted citizens with disabilities for more than 46 years. A variety of programs and services are offered to individuals with intellectual and developmental disabilities. Over the decades, the mission expanded to include persons with varying disabilities; visually impaired, hearing impaired, physically impaired, emotionally challenged, brain injury, disabled veterans and wounded warriors. Challenge Enterprises offers a choice of meaningful programs, services and employment to assist individuals achieve their personal goals and gain financial independence.

*Life Skills Developmental Training began in March 1974 and continues today in a warehouse at the Harbor Road Industrial Park in Green Cove Springs. Adults with severe to moderate intellectual and developmental disabilities engage in activities of daily living, academics, computer skills, work opportunities and recreation skills. This project is funded in

part by the State Agency for Persons with Disabilities. County support for this service enables the most vulnerable citizens to access services with trained personnel to keep them safe, healthy and engaged in meaningful activities.
*Residential Services began in June, 1982 providing small group homes for adults seeking community living. Today, the agency operates three small group homes for seven senior men and three women. A few of the first group home residents' moved successfully into homeownership more than 12 years ago and are taxpayers in Clay County. Agency staff provides coverage in the individual's homes to assist them with meal preparation, medication administration, financial guidance and personal care. A few of the homeowners that are in their senior years now require additional supports to ensure their health and safety to avoid nursing home settings.
*Work Opportunities: Challenge Enterprises utilizes a Social Entrepreneurial approach to assist individuals with a variety of disabilities become successful workers, taxpayers, contributors and homeowners. Challenge Enterprises has secured small work contracts providing job training and paid employment since 1974. This successful approach has provided many individuals with significant disabilities and wounded warrior's long-term employment in a variety of business lines. In March 2019, Challenge Enterprises employs 201 individuals with severe disabilities on 11 Federal Government contracts (DOD, USMC, GSA, IRS, DOL, HUD, DeCA, DLA, USGS) and at a number of commercial contracts. These include the Penney Farm Retirement Community, Clay Behavioral Health Centers, Supervisor of Elections and The Way Free Clinic providing custodial and or grounds maintenance services. Job training and employment opportunities are provided at the warehouse serving commercial customers: Armor Holdings, Landsberg, Global Consumer Innovations, LLC Deluge Sandless Sandbags and other businesses for short term contract fulfillment services.
*Shred for Good division of Challenge Enterprises is a secure document destruction service with AAA Certification awarded by the National Association of Information Destruction. This level of security has earned Shred for Good customers from prominent federal, state, county and local governments. Shred for Good serves almost 200 commercial operations including hospitals, medical offices, law firms, accountants, and commercial businesses.
*County Commodities Distribution is a Clay County Agreement that enables Challenge Enterprises trainees to engage in receiving, material handling, sorting, packaging, and distribution at the warehouse in Green Cove Springs. Commodities are now ordered, purchased and tracked for delivery on a monthly schedule to six locations in Clay County for income eligible individuals to receive additional groceries. All equipment including trucks, pallet jacks, fork lift, dry, refrigerated, frozen storage unit are available at the Challenge Enterprises warehouse. This is labor intense and provides work for a number of the adults each month. The County Commodities Agreement is a separate agreement not included in this request for funding.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	**Affiliation**
Denise Adams	Retired, Education Administrator
Edward Kelly, Esq	Rogers, Towers, Bailey, Jones & Gay, PA
Tim Simpson	Kindred Hospital Regional Administrator
Tina L. Crowder	First Citizens Bank
Bryan Campbell	Duval County Medical Society
Bill Powers	Business Owner/Florida Powertrain and Hydraulics
Iris King	Wells Fargo Education and Training
Martin S. Kosiek	Retired, United States Navy Captain

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The County grant will support a portion of the benefits for staff at the adult Life Skills Development center and the Residential program, utilities and communication systems. The staff supervise, train and care for men and women with intellectual and developmental disabilities in activities of daily living, self-help, prevocational training, employment and recreational skills.

Financial support from the County is very important to maintain skilled, ethical, and compassionate personnel.

2. Describe the grant's target population and benefits received from the citizens of the County.

The population Challenge Enterprises serves, for this grant, is individuals with varying intellectual and developmental disabilities ages 18 years through senior years. Prior to 1972, there were no organizations in Clay County providing services and families were traveling to different areas in Jacksonville for specific medical services, therapies, and programs. Since 1974, Challenge Enterprises' adults with developmental disabilities are participating in ongoing training, employment and healthy living programs in Green Cove Springs and Orange Park. Challenge Enterprises responded to the needs of Clay County families when adults returned to the community after decades in State Sunland centers. Challenge Enterprises opened its first group home in 1982, the ACT Lodge, in Green Cove Springs. The individuals served in the three small group homes are long term Clay County citizens. Fifty-five percent of the residents had Fathers that gave a life time of service to the US Military. The men and women receive quality care and protection under the supervision of Challenge Enterprises personnel.

The Life Skills Development center for adult training is located at the Harbor Road Industrial Park in Green Cove Springs and 100% enrolled are Clay County citizens. The residential homes/apartments are located in Orange Park, Fleming Island, Green Cove Springs, Middleburg and Lake Asbury. A number of the homes have adaptive equipment and are accessible for health and safety as the residents as they advance in their senior years. The health and safety issues of residents are the agency's primary focus.

Challenge Enterprises partners with the Clay County School Board and eight other job focus agencies to coordinate Project SEARCH and internship program for Clay County students to prepare for successful gainful employment. Job placement and on the job training are essential to secure paid Competitive Integrated Employment. The Workforce Innovation and Opportunity Act that went into effect June 2016, Federal Legislation, requires all Exceptional Education students to engage in job searching upon leaving high school. Challenge Enterprises Employment Specialists are prepared to evaluate, match skills with job openings and provide on-the-job supports. The agency will be actively educating businesses and industry about an untapped resource that will be dependable and grateful for the work.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Challenge Enterprises staff that supervise the programs have earned professional level degrees including Masters and Bachelor Degrees, Certificates equal to Associate Degrees, State Employment and Job Coach Certification and served in the US Military for more than 20 years. All direct care staff at the training centers and residential programs meet and exceed the required educational training for the programs standards and guidelines established by Agency for Persons with Disabilities. The project managers meet and exceed the standards for all AbilityOne federal job programs. One staff member hold a Masters level Certificate in Non Profit Management thanks to the support of the Reinhold Foundation's mission for nonprofit capacity building. Many agency staff attend the professional development seminars offered by Rollins College and sponsored by the Reinhold Foundation.

Before a new employee is hired to provide direct care services to an individual with disability, the new hire is fingerprinted and background screened. On the job training and direct supervision is provided for a minimum of 30 hours before the new employee can provide direct care or training independently with the individuals. This best practice is to ensure the health and safety of all the individuals Challenge Enterprises serves. Volunteers providing support in the training center, in the homes, or on recreational outings are also background screened and under the supervision of staff. Some volunteers require a higher level of screening including fingerprinting and drug testing for authorization to work

independently with an adult(s) in the community for field trips, job seeking, and transportation to an event of their choice or working side by side at the Shred for Good site.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Securing qualified personnel paid and volunteer to engage adults	Ongoing with growth/by September 2020/budget committee authorizations for job postings
Secure part time jobs for 10 adults at Florida Minimum wage or better	May/2020/7 interns in training for jobs, 3 seeking first job
Increase census at two groups homes	Ongoing/ July 2019/ currently interviewing
Secure volunteer activities for adults to gain job skills in Green Cove	Starts/ October 2019/implementation plan development per individual

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

The population Challenge Enterprises serves, for this grant, is individuals with varying intellectual and developmental that have resided in state institutions and some never completed basic educational programs. The evaluation method used to determine the satisfaction by the individuals and their families is an annual Satisfaction Survey. The survey seeks comments on rights, dignity, respect, achieving personal goals and what other services are necessary for them to be accomplishing their personal goals. Challenge Enterprises is a person center agency and each person has their own likes and dislikes that address where they want to be with skills and work annually. Families and friends are recommended to assist each person with their own survey for submission to the Challenge Enterprises receptionist. All responses are reviewed and actions plans established to address any requests or unfavorable comments. Action plan is reviewed and authorized by the executive staff. The surveys are for all training programs funded by the State of Florida Agency for Persons with Disabilities.

The men and women that go to work for Challenge Enterprises receive annual evaluations on their work performance and have the opportunity to transfer or seek employment outside of Challenge Enterprises with Job Coach Support if requested by Vocational Rehabilitation. Collaborating with other nonprofits in Clay County offering employment opportunities to their clientele enriches the citizenry of Clay County and the economic impact with the employees' new spending power. The agency produces a one page annual report identifying the milestones, contracts, earnings for persons with disabilities cumulative from 1988 which is now at $ 33, 600.696. That's the POWER of Work!

The Board of Directors examine the financial reports monthly and direct specific questions to the COO for details on expenditures and revenue streams. Independent audits are conducted annually to determine if the funds are managed and benefiting the mission.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: $8,408,717
   Total projected revenue for Fiscal Year 2019-2020: $8,576,891

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	61,200	61,200	1%	61,200	1%
Other Cities or Counties					
State Funding	1,036,949	1,002,072	11%	1,042,155	11%
Federal Funding					
Foundations					
Program-Generated Revenue					
Program-Specific Revenue	74,898	86,263	1%	89,714	1%
Work contracts, federal & commercial, rental, misc	6,675,784	7,259,182	87%	7,383,822	87%
Total Revenue:	7,848,831	8,408,717	100%	8,576,891	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	4,909,628		4,909,628	
Fringe Benefits	1,749,857	50,250	1,699,607	.02
Personnel Sub-total:	6,659,485	50,250	6,609,235	.0075
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	470,000	8,450	461,550	.01
Telephone	80,000	2,500	77,500	.03
Postage & Shipping	2,000		2,000	
Printing & Publication	150		150	
Equipment Rental & Maintenance	55,000		55,000	
Travel	6,000		6,000	
Professional Development	15,000		15,000	
Office Supplies	16,000		16,000	
Computers & Equipment	60,000		60,000	
Other	799,304		799,304	
Operation Expenses Sub-total:	1,503,454	10,950	1,492,504	.0072
Total Expenses	8,162,939	61,200	8,101,739	.0074

3. Is County funding a mandated requirement? YESX NO
If yes, please explain requirement: The APD funding through Medicaid wavier program does expect a 12.5% local match to ensure the services meet the minimum standard and guidelines under the CMS rules and regulations for Home and Community Based Services.

4. Schedule of Positions:
% of Budget Allocated to Administration: 5%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
CEO	1	111,388	116,957	116,957	0%
COO	1	96,789	101,628	101,628	0%
VP-Business Development	1	72,076	74,239	74,239	0%
VP-Human Resources	1	63,000	64,890	64,890	0%
Building & Fleet Manager	1	57,461	59,185	59,185	0%
Accounting Supervisor	1	50,646	52,672	52,672	0%
Residential Director	1	51,995	50,000	50,000	0%
Programs Manager	1	45,000	46,350	46,350	1%
SDD Sales	1	35,000	35,000	35,000	0%
Residential Supervisor	1	32,960	33,949	33,949	0%
Others & 201 employees (mostly pt) with disabilities	159	$ 3,737,684	$ 4,178,491	$ 4,274,758	2 %

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Clay County funds will be used to support benefits for personnel providing direct care services to the individuals with intellectual and developmental disabilities. Expenditures for mandated health insurance coverage and other eligible benefits will be paid and then submitted for reimbursement. Challenge Enterprises will pay for utilities and supplies at the program to be submitted to the County for reimbursement.

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
100% of the grant will be allocated towards support of direct care personnel and the program essentials of the individuals enrolled in the training and activities.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application ***no later than* 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

Nancy C Keating
(Type Name)


(Signature)

03/11/2019
(Date)

Board Chair

Denise Adams
(Type Name)


(Signature)

03/11/2019
(Date)

CHALLENGE ENTERPRISES
THE POWER OF PEOPLE AND POSSIBILITIES

RECEIVED
PURCHASING DIVISION

2019 MAR 11 PM 2:49

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020



A. Applicant Information:

Applicant Name: **Episcopal Children's Services**		
Physical Address: **8443 Baymeadows Rd., Suite 1**		
Mailing Address: **8443 Baymeadows Rd., Suite 1**	**City/State:** **Jacksonville, FL**	**Zip:** **32256**
Phone: **904-726-1500 ext. 247**	**Fax:** **904-726-1520**	
Website: **ecs4kids.org**		**Federal Tax ID#:** **59-1146765**
Executive Director: **Connie Stophel**		
Primary Contact: **Teresa Matheny**	**Title:** **Chief of Programs and Administration**	
Email: **tmatheny@ecs4kids.org**		
Amount Requested: **$112,000**	**Amount Awarded** (Budget Office use only)**:**	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To Create opportunity so that the children we serve can achieve their full potential.
Goals:	1.To provide School Readiness (subsidized child care) to families that qualify so that they can work or go to school in order to achieve economic self-sufficiency
	2. To ensure that child care programs serving these children are of high quality and able to promote school readiness
	3.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Child Care Resource and Referral (CCR&R) – ECS's Child Care Resource and Referral program provides parents with free information about local child care providers so they can make informed decisions based on their family's specific needs. CCR&R Calls Answered: 36,015 19 Years

***School Readiness** – Our School Readiness program helps lower-income families pay for child care so their parents can work. We also work with child care providers to improve and maintain high-quality programs that promote children's success in school. Children Served: 4,000 19 years

Voluntary Pre-Kindergarten (VPK) – VPK is a free pre-kindergarten program open to all Florida four-year old children. It's offered during the school year and summer at Florida public schools, child care centers and private schools. Children Served: 5,600 ; Providers Participating: 201. 14 Years

Early Head Start – Early Head Start provides high-quality educational, nutritional, health and social services to low-income and at-risk children from birth to age three and their families. Our goal is to provide a strong foundation for children entering Head Start and other Pre-K programs. 19 Years

Head Start – Our Head Start program reaches out to low-income and at-risk children ages three to five and their families. We provide them with comprehensive educational, nutritional, health, and social services, as well as tools and resources to promote their development so they enter kindergarten ready to learn. 19 Years

CoachJax! - Our staff works with directors and teachers to improve the quality of their environment, teaching methods and curriculum, and to promote the Guiding Stars of Duval. This program is in partnership with Jacksonville's Kid's Hope Alliance and provides for continuity of services for all programs hoping to receive Jacksonville's Guiding Stars rating. 13 Years

Early Learning Center at Good Shepard-ECS's Early Learning Center at Good Shepard is our newest center that opened in the fall of October 2014 in the Riverside area of Jacksonville. It offers care for children ages one to five years of age. 4.5 Years

Regional Training Institute – Our Regional Training Institute for Early Childhood Education provides a variety of free or low-cost trainings monthly. Topics for trainings are based on provider, family, and community needs. Training sessions are centered on the eight areas required for a Child Development Associate Credential. 17 years

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	**Affiliation**
Derrick Smith, President	Grand Central Ventures, LLC.
Vicki Adams, Vice President	Vystar Credit Union
Jennifer Holden, Treasurer	UBS Financial Services, Inc.
Kristi Aiello, Secretary	Florida Blue
The Rt. Rev. Samuel Howard	The Episcopal Diocese of Florida
Mark Middlebrook	Wells Fargo

Thabata Batchelor	Wolfson Children's Hospital
Brooke Yencarelli	Accounting Principals & Ajilon
Dr. Heidi Maier	Marion Public Schools
Bob Ohrablo	The Jacksonville Icemen
Fr. Wiley Ammons	The Church of the Redeemer
Malachi Beyah	M &M Maintenance Plus, Inc.

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

The School Readiness (SR) program assists low income parents with the cost of quality child care and is primarily funded by state and federal funds but requires 6% matching funds from local sources. The lack of affordable care puts these parents at risk of unemployment and unable to attend classes that would increase their ability to obtain high wage jobs.

The County grant funds will provide the matching funds required to draw down the state and federal funding used to provide School Readiness, (subsidized child care) to families that work but are still at or below 200% of the federal poverty level. This grant serves an average of over 950 children per month in Clay County. At least 750 of these children's families qualified based on their income and working status while the others may receive a referral from DCF of CareerSource. This is an increase of 50 children per month because of an increase in state funding. However, the increase in funding does require increased match. This is the reason for the increase in our request this year from $108,000 to $112,000.

At more than $8,000 per year per child, the high cost of child care is prohibitively expensive for many working families, often approaching 15-50% of a family's yearly income. The School Readiness program serves families who *want* to work—who are active participants in the Clay County economy. Without this funding many parents could not afford child care and would be forced to stay home with their children—relying on public support as a result. With the loss of so many children from the child care system, many of the 127 local child care programs in the county could not remain in business

2. Describe the grant's target population and benefits received from the citizens of the County.

Our target population is low income working parents and their children. These families have incomes at or below 150% of the Federal Poverty Level at entry into the program and up to 200% thereafter. These are the same families identified in the United Way ALICE report for Clay County which shows that a ALICE family of 4 with one infant and one preschool child would pay $1,052 a month for child care while that family's monthly income if living at the poverty line may only be $2,020.

Our largest source of referrals comes from child care providers that are participating in the SR and by parents currently receiving services. The children and families served by this program are located

throughout the Clay County community. These children are in the urban Orange Park area, as well as the rural areas of Keystone Heights and Green Cove Springs, and in all the other large and small communities of Clay County.

School Readiness creates opportunities for a better life for the entire community but is especially critical because of the impacts to both the child and the family. Each child benefits as early education creates long-lasting academic and social benefits that extend into adulthood. Families can improve their economic well-being as the full costs of quality childcare are out of reach for low-income working parents leaving lower income parents the undesirable choice of whether to pay for child care and keep working or pay the rent and remain housed. The choice is truly that stark because without subsidy a single mother working full-time but earning 200% or less of the Federal Poverty Level spends at least 33% of her income on child care for just one child. With School Readiness that is reduced to 10% on average. This allows parents to provide stable homes and supportive environments for their children, reducing homelessness and food insecurity.

While the benefits to each child and family are significant, the impact extends well beyond the immediate recipients of services, as benefits accrue to:
• The school system as the significant achievement gaps created by poverty can be reduced, or even eliminated with early childhood education
• The economic health of the community, as early education creates economic value
Early education makes economic sense.

Notably, the Federal Reserve Bank of Minneapolis, received national attention for their 2003 publication "Early Childhood Development: Economic Development with a High Public Return", Rolnick and Grunewald, 2003. Their research identified that quality early education offers a 12 percent return on investment, even accounting for inflation, which exceeds the stock market.

The economic argument is further bolstered by the more recently "Preschool and Prosperity" by Timothy Bartik published in 2014, which showcased the sizable benefits to state and local economies, with a $2 to $3 return for every dollar invested. His analysis notes that investment in early education has similar benefits to well-designed business incentives to fuel economic growth.

To maximize effectiveness, Episcopal Children's Services implements these services using a two-generation approach that addresses the needs of the parents concurrently with addressing the needs of the children leading to a stronger community.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

The Family Services staff that qualify families for the School Readiness services this grant supports are fully trained and certified Level II Specialists, a designation earned by completing an exam administered by Florida's Office of Early Learning. Additionally, each Family Services Specialist has undergone formal diversity training to increase cultural sensitivity. A bachelor's degree in a related field is preferred for this position but in some cases experience in the field may be substituted. The Program management staff for this grant has a Bachelor's Degrees in accounting and over 19 years' experience with managing this grant successfully. ECS through its partner and funder, the Early Learning Coalition of North Florida has over 100 volunteers that go into child care programs and read to children as well as put on special programs for them. Many of these volunteers are retired educators with many years of experience working with children.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Twelve-month average number of children served will be equal or greater than economically disadvantaged children 750 served.	September 30, 2020
Contracted School Readiness childcare providers will submit contract indicating which approved curriculum and agreeing to child screening requirements.	July 1, 2018 and ongoing as new providers join the program.
Child screenings are completed annually at initial enrollment and then annually. Referrals are made for additional follow-up as indicated by the screening results	October 1, 2018 and ongoing
Parents receiving School Readiness Services will experience fewer instances of unemployment than parents on the waiting list for services	October 1, 2018 through September 30, 2019

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

We will monitor the utilization of School Readiness services by Clay county clients to ensure that maximum number of children possible are served. Additionally, we will survey parents both receiving and waiting for services to assess the effectiveness of child care assistance on employment. We will track the number of children screened and referred for additional services monthly. Lastly, child care providers will be monitored to ensure they are using an approved curriculum and in instances where they are not, a corrective action plan will be required.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: $62,987,085
   Total projected revenue for Fiscal Year 2019-2020: $63,304,106

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	108,000	108,000	.7%	112,000	.7%
Other Cities or Counties	217,206.00	217,206	1.4%	112,000	1.3%
State Funding	15,361,963	15,361,963	97.9%	221,206	98%
Federal Funding				16,442,456	
Foundations					
Program-Generated Revenue					
Program-Specific Revenue					
Total Revenue:	15,687,184	15,687,184	100%		100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	1,578,251		1,578,251	0.00%
Fringe Benefits	277,996		277,996	0.00%
Personnel Sub-total:	1,856,248		1,856,248	0.00%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	102,676		102,676	0.00%
Telephone	4,808		4,808	0.00%
Utilities	25,020		25,020	
Postage & Shipping	16,373		16373	0.00%
Printing & Publication	11,280		11,280	0.00%
Equipment Rental & Maintenance	38,754		38,754	0.00%
Travel	53,242		53,242	0.00%
Professional Development	53,498		53,498	0.00%
Office Supplies	25,780		25,780	0.00%
Program Supplies	127,819		127,819	0.00%
Dues and Subscriptions	3,115		3,115	0.00%
Direct Child Care Costs (OEL)	13,172,558		13,172,558	0.00%

Local Mileage	36,103		36,103	
Other				0.00%
Match Funds (Direct Child Care Costs)	112,000.00	112,000.00	-	100.00%
Operation Expenses Sub-total:	13,783,026	112,000	13,671,026	.81%
Total Expenses	15,639,274	112,000	15,527,274	.72%

3. Is County funding a mandated requirement? YES NO X
If yes, please explain requirement:

4. Schedule of Positions: **27**
% of Budget Allocated to Administration: **7.65%**

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
Chief Executive Officer	1	187,000	$187,000	$189,592	1.38%
Chief Financial Officer	1	105,964	$110,988	$112,953	1.6%
Fiscal Staff	10	620,343	$543,699	$554,664	2.0%
VP of HR	1	104,021	$108,854	$108,854	0.0%
HR Staff	6	218,893	$284,071	$291,546	2.63%
Director of IT (Manager Promoted to Director)	1	75,000	$76,200	$85,000	11.5%
IT Staff	1	31,200	$31,200	$32,000	2.56%
Executive assistant	1	50,502	$51,310	$53,788	4.8%
Chief of Program Administration	1	116,595	$120,201	$122,000	1.5%
Family Services Specialists	3	98,880	$99,730	$102,721	3.00%
Family Services Manager	1	43,260	$44802	$46,146	3.00%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

Clay County funding will be used solely for matching funds for the School Readiness program. One hundred percent of all county funds will be used to pay for child care direct services. Any administrative or other programmatic expenses will be paid out with state or federal funds. The $112,000 will allow ECS to draw down $1,754,667 in state and federal funding.

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming? 100% of this grant goes to direct services programming with no administrative costs taken out. Overall for all grants and funding, administration costs for ECS are less than 8% and 92% of all funding goes to programming.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application ***no later than*** **4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

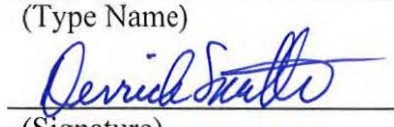
Connie Stophe.
(Type Name)


(Signature)

2/22/2019
(Date)

Board Chair

Derrick Smith
(Type Name)


(Signature)

2/22/2019
(Date)

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019 - 2020

A. Applicant Information:

Applicant Name: **Kids First of Florida, Inc.**		
Physical Address: **1726 Kingsley Ave, Suite 2**		
Mailing Address: **1726 Kingsley Ave, Suite 2**	**City/State:** **Orange Park, FL**	**Zip:** **32073**
Phone: **(904) 278-5644 Ext 2006**	**Fax:** **(904) 278-5658**	
Website: **www.KidsFirstOfFlorida.org**		**Federal Tax ID#:** **43-1992162**
Executive Director: **Irene M. Toto**		
Primary Contact: **Kevin Davidson**	**Title:** **CFO**	
Email: **Kevin.Davidson@Firstinclay.org**		
Amount Requested: **$45,000.00**	**Amount Awarded** (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	To ensure the safety of children through a holistic approach designed to support the health and well being of families.
Goals:	1. To keep at-risk children safe.
	2. To provide services and ongoing outreach and education to the community in an effort to reduce child abuse and neglect.
	3. To finalize at least 50 adoptions in FY 2019 – 2020.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Kids First of Florida (KFF) is the non-profit Community Based Care (CBC) lead agency providing Child Welfare services to Clay County. KFF is one of eighteen Lead Agencies in the state of Florida. KFF was founded in 2003, in response to the Florida Legislature and the Department of Children and Families (DCF) initiative to privatize child welfare services. KFF joined the collective expertise and resources of local organizations to focus on the task of building a child protection system that is firmly rooted in the community. KFF focuses on children and families in Clay County. KFF currently employs approximately seventy staff, at our headquarters located on Kingsley Avenue, in Orange Park.

As the Lead CBC (Community Based Care) Agency for Clay County, KFF manages the provision of the following services to children and families:

- Protective Supervision (Provide supervision of at risk children in Clay County)
- Foster Care (Provide a safe home-like environment for children removed from their own homes)
- Case Management (Provide case manager for each child in care)
- Adoption Case Management (Provide a case manager for each child in adoption placement or in the legal system to be adopted)
  Adoption Subsidy (Provide payments to families who adopt a child)
- Independent Living (Provide ongoing support for former foster children who are between 18 to 23 years old)
- Placement (Locate a safe alternative living environment for children in care)
  Medicaid Assistance (Assist families and children in the foster care system to apply for Medicaid)
  Relative Caregiver /TANF Assistance (Help families and children to apply for assistance from the state)
- Recruitment, Training and Licensing of Foster/Adoptive Parents (Develop community foster and adoptive homes)
  Development of a comprehensive network of service providers and resources (Provide access to physical health, behavioral health and other needed services through a network of community providers)

  All of the above services have been provided since 2004.

KFF continues to develop systems that efficiently and effectively care for vulnerable children and families by focusing on early intervention, assessment and coordinated services in order to assure family stabilization, reunification, and permanency for the children.

Cases are referred to KFF by DCF, as a result of a report of alleged abuse, neglect or abandonment to the Florida abuse hotline. The Child Protective Investigator (CPI) addresses allegations of child abuse, child neglect, abandonment or other special circumstances that affect the health and safety of the children. The CPI interviews all family members, observes family interaction and the conditions of the home to make a preliminary determination of risk to the child(ren).

If the CPI needs access to the 24/7 services of crisis counseling or family preservation, access can be sought through the established referral process with the provider. If it is determined that resources can be provided to the family without jeopardizing the safety of the child, they will be made available.

When it is determined that the child can remain safely at home, in-home services will be provided to the family by KFF on a voluntary basis, when possible or court ordered, if necessary.

Services such as crisis counseling and preservation services, in home and group parenting services, prevention assistance funding, individual, group and family counseling will be offered to the family intending to ameliorate those situations that brought the family to the attention of the agency, including mental health and substance abuse services. The Family Services Counselor monitors the family until it is determined that the family no longer needs services and the case can be closed.

If it is determined that, for the child's safety, it is necessary that removal from the family unit take place, the CPI notifies the KFF Placement Coordinator to seek appropriate shelter care placement. When children are removed from their homes, all efforts are made to ensure that the placements made will allow children to stay connected to their community, near families, friends and schools. Each child who comes

into care has a medical evaluation within 72 hours. This evaluation will include a dental, vision, and hearing screening with a referral for necessary services. Each child in care has a case plan that is developed within 30 days. The case plan is designed to identify and target those areas that put the children at risk and provide effective services to reduce that risk so the child can safely return home. KFF makes needed referrals for the children and parents to assure each of their needs are addressed and parents receive services to assist them in meeting the goals established in their case plan. The FSC has regular contact with family members and service providers to monitor the family's progress and coordinate case management activities. Reports to the court are made in compliance with Florida Statute.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	**Affiliation**
Don Martin	J.P. Morgan Chase
Roy Buncome	Buncome Technologies, Inc.
Mitchell Davis	Law Offices of Joseph F. Pippen, Jr. & Assoc. PL
Alaina Rankin	Regions Bank
Kyle Fresh	WJW Associates, LTD

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

   KFF provides children protective supervision, foster care, case management, independent living, adoptions, licensing of foster homes and child placement services. Additionally KFF provides prevention services to families in Clay County to keep children safe and to prevent the need for more intensive services. KFF utilizes County Funding to help in the provision of the services above.

2. Describe the grant's target population and benefits received from the citizens of the County.

   The target populations are at risk children and families in Clay County.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

   Professional staff at KFF hold degrees from accredited universities and colleges. Many are also certified and/or credentialed in specific areas. Family Service Counselors are certified through the State of Florida.

   Irene Toto, the Chief Executive Officer, holds a Master of Science in Mental Health and is a Licensed Mental Health Counselor. Irene has been working in the non-profit field for 36 years and holds a certification in Non-Profit Management from Rollins College. Irene has been the CEO for KFF since 2005.

Joanne Robertson, the Chief Operating Officer, holds a Master degree in Social Work from Boston University and is a Licensed Clinical Social Worker. Joanne has worked in the non-profit field for over 31 years with a specific concentration in the field of child welfare for approximately 23 years. Joanne has been the COO for KFF since 2017.

Kevin Davidson, the Chief Financial Officer, holds a Bachelor of Science in Accounting and a Master of Business Administration. Kevin has worked in the non-profit social services field for 29 years. Kevin has been with KFF since 2005.

KFF utilizes volunteers in various capacities, primarily around activities and events for children. A number of community groups, churches and service organizations have focused on specific target groups of youth and families to benefit from their volunteer activities.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
Finalize at least 50 adoptions.	Starting July 1, 2019 and finalized by June 30, 2020
To maintain a community based system of care providing foster care, independent living and child welfare services.	Ongoing review of programmatic success indicators via DCF review and monitoring. Meet with DCF, on a quarterly basis, to assess the scorecard and key measurements.

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

KFF is a participant in the State-wide monitoring of ten contract performance measures, three additional critical measures and the Florida State Families Network (FSFN) Data Trends. There are regular on site monitoring of a number of programmatic and fiscal indicators by DCF. There is daily submission of data into the statewide data system which tracks progress on all measures. There is an extensive internal QA program monitored by our QA Manager which tracks statewide indicators as well as internal indicators.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018 - 2019: $9,849,473.00
   Total projected revenue for Fiscal Year 2019 - 2020: $10,280,307.00

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	$45,000.00	$45,000.00	0.46%	$45,000.00	0.44%
Other Cities or Counties	-	-	0.00%	-	0.00%
State Funding	4,284,502.00	4,600,000.00	46.70%	4,800,000.00	46.69%
Federal Funding	4,694,929.00	4,960,000.00	50.36%	5,185,000.00	50.44%
Foundations	2,500.00	4,000.00	0.04%	4,300.00	0.04%
Program-Generated Revenue	184,542.00	205,000.00	2.08%	210,000.00	2.04%
Program-Specific Revenue	-	-	0.00%	-	0.00%
Individual, Church Donations	35,424.00	35,473.00	0.36%	36,007.00	0.35%
Total Revenue:	9,246,897.00	9,849,473.00	100.00%	10,280,307.00	100.00%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	3,182,371.85	45,000.00	3,137,371.85	1.41%
Fringe Benefits	636,474.37	-	636,474.37	0.00%
Personnel Sub-total:	3,818,846.22	45,000.00	3,773,846.22	1.18%
Operating Expenses				
Occupancy	301,500	-	301,500	0.00%
Communications	73,000	-	73,000	0.00%
Postage & Shipping	14,000	-	14,000	0.00%
Printing & Publication	4,000	-	4,000	0.00%
Equipment Rental & Maintenance	8,000	-	8,000	0.00%
Travel	115,000	-	115,000	0.00%
Professional Development / Training	80,000	-	80,000	0.00%
Office Supplies	17,000	-	17,000	0.00%
Computers & Equipment	8,000	-	8,000	0.00%
Prof. Services	26,000	-	26,000	0.00%
Dues & Accreditation	2,000	-	2,000	0.00%

Temporary Employment	3,000	-	3,000	0.00%
Furniture / Equipment	10,000	-	10,000	0.00%
Recruitment	10,000	-	10,000	0.00%
Background Screenings	37,000	-	37,000	0.00%
Professional Services	30,500	-	30,500	0.00%
Vehicles	12,000	-	12,000	0.00%
Insurance	115,000	-	115,000	0.00%
Janitorial / Maintenance	15,000	-	15,000	0.00%
Storage	15,000	-	15,000	0.00%
Contracted Services	375,000	-	375,000	0.00%
Misc / Other Administration	33,000	-	33,000	0.00%
Foster, Group Homes, Adoptive	4,250,000	-	4,250,000	0.00%
Children Mental Health Services	95,051	-	95,051	0.00%
Family Preservation	57,797	-	57,797	0.00%
Family Support	29,059	-	29,059	0.00%
Visitation Reunification Services	30,246	-	30,246	0.00%
Adoption Services	11,308	-	11,308	0.00%
Other Client Services	555,000	-	555,000	0.00%
Prevention Services	40,000	-	40,000	0.00%
Foster Care Training / Pre-service	5,000	-	5,000	0.00%
Life Skills	1,000	-	1,000	0.00%
Safety Mgt Services	5,000	-	5,000	0.00%
Unallowable	30,000	-	30,000	0.00%
In- Kind	20,000	-	20,000	0.00%
Depreciation	20,000	-	20,000	0.00%
Fundraising	6,000	-	6,000	0.00%
Bank Charges	2,000	-	2,000	0.00%
Operating Expenses Sub-total:	6,461,461	-	6,461,461	0.00%
Total Expenses	10,280,307	45,000	10,235,307	0.44%

3. Is County funding a mandated requirement? No
   If yes, please explain requirement:

4. Schedule of Positions: 77
% of Budget Allocated to Administration: 6.0%

Position Titles and/or Employee Name	Full Time Equivalent*	FY 16/17 Actual Salary	FY 17/18 Budgeted Salary	FY 18/19 Proposed Salary	% of Proposed Salary Increase
A/P	1	39,491.71	41,071.38	41,892.81	2%
Receptionist	1	20,800.00	21,632.00	22,064.64	2%
Family Service Counselor Adoptions	1	40,771.52	42,402.38	43,250.43	2%
Family Service Counselor Adoptions	1	43,664.69	45,411.28	46,319.50	2%
Family Service Counselor Adoptions	1	40,771.52	42,402.38	43,250.43	2%
Family Service Counselor Adoptions	1	40,771.52	42,402.38	43,250.43	2%
Family Service Counselor Adoptions Supervisor	1	55,295.88	57,507.72	58,657.87	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor Supervisor	1	48,900.28	50,856.29	51,873.42	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
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Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%

Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	36,050.00	37,492.00	38,241.84	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service / ICPC Counselor	1	44,912.12	46,708.60	47,642.78	2%
Family Service / ICPC Counselor	1	39,338.32	40,911.85	41,730.09	2%
Family Service / ICPC Counselor	1	40,430.94	42,048.18	42,889.14	2%
Family Service / ICPC Counselor	1	40,430.94	42,048.18	42,889.14	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	37,080.00	38,563.20	39,334.46	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	38,110.00	39,634.40	40,427.09	2%
Family Service Counselor	1	39,140.00	40,705.60	41,519.71	2%
Family Service Counselor	1	39,140.00	40,705.60	41,519.71	2%
Program Director	1	54,590.00	56,773.60	57,909.07	2%
Program Director	1	68,711.86	71,460.33	72,889.54	2%
Program Director	1	55,000.00	56,784.00	57,919.68	2%
Records Specialist	1	20,800.00	21,632.00	22,064.64	2%
FSFN Accounting Coordinator	1	42,774.09	44,485.05	45,374.75	2%
Quality Assurance Supervisor	1	43,496.90	45,236.78	46,141.51	2%
Quality Assurance Coordinator	1	39,253.30	40,823.43	41,639.90	2%
Quality Assurance Coordinator	1	35,000.00	36,400.00	37,128.00	2%

Data Analysis	1	64,334.13	66,907.50	68,245.65	2%
Contract Manager	1	35,000.00	36,400.00	37,128.00	2%
Family Team Conference Coordinator	1	47,239.92	49,129.52	50,112.11	2%
Administrative Assistant	1	29,399.30	30,575.27	31,186.78	2%
Transporter Supervisor	1	32,864.00	34,178.56	34,862.13	2%
Administrative Assistant	1	31,904.84	33,181.03	33,844.65	2%
Clerical Support	1	29,800.78	30,992.81	31,612.67	2%
Family Support Worker	1	21,112.00	21,956.48	22,395.61	2%
Family Support Worker	1	32,177.14	33,464.23	34,133.51	2%
Family Support Worker	1	28,581.12	29,724.36	30,318.85	2%
Family Support Worker	1	10,400.00	29,724.36	30,318.85	2%
Placement Coordinator	1	47,476.00	49,375.04	50,362.54	2%
License Counselor	1	42,828.93	44,542.09	45,432.93	2%
License Counselor	1	38,147.00	39,672.88	40,466.34	2%
License Counselor	1	38,147.00	39,672.88	40,466.34	2%
Rev Max Specialist	1	26,650.00	27,716.00	28,270.32	2%
Rev Max Specialist	1	26,650.00	27,716.00	28,270.32	2%
Rev Max Coordinator	1	27,040.00	29,120.00	29,702.40	2%
Rev Max / Clinical Supervisor	1	43,339.25	45,072.82	45,974.28	2%
Independent Living Supervisor	1	52,563.99	54,666.55	55,759.88	2%
Independent Living Counselor	1	37,080.00	38,563.20	39,334.46	2%
Program Support Coordinator	1	41,200.00	42,848.00	43,704.96	2%
FSC Certification Coordinator	1	43,496.90	45,236.78	46,141.51	2%
Family Finder	1	44,577.99	46,361.11	47,288.33	2%
Safety Services Coordinator	1	40,545.35	42,167.16	43,010.51	2%
Safety Services Supervisor	1	48,000.00	49,920.00	50,918.40	2%

Maintenance Worker	0.5	8,190.00	13,520.00	13,790.40	2%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

KFF will utilize county funding to help subsidize the staff salaries for those who are providing children protective supervision, foster care, case management, independent living, adoption, licensing and placement services.

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% of the grant funding goes to support direct program service staff.

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit your completed application ***no later than* 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspeetion by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

Irene M. Toto
(Type Name)

(Signature)

3/8/19
(Date)

Board Chair

Don Martin
(Type Name)

Don Martin
(Signature)

3/8/19
(Date)

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PURCHASING DIVISION

2019 MAR 11 AM 9:08

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: Kids First of Florida

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name: Quigley House, Inc.		
Physical Address: 3373 U.S. Hwy 17 Green Cove Springs, FL 32043		
Mailing Address: P.O. Box 142	**City/State:** Orange Park, FL	**Zip:** 32067-0142
Phone: 904-284-0340 x315	**Fax:** 904-284-7650	
Website: www.quigleyhouse.org		**Federal Tax ID#:** 59-2935027
Executive Director: Anadelle Martinez-Mullen		
Primary Contact: Anadelle Martinez-Mullen	**Title:** Chief Executive Officer	
Email: amartinez@quigleyhouse.org		
Amount Requested: **$70,170**	**Amount Awarded** (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	Our Mission is to provide advocacy and empowerment to victims of domestic violence and sexual assault while providing community education to heighten awareness.
Goals:	1. Our number one priority is victim safety. Emergency shelter, the 24-hour hotline, and other core services are designed to provide safety and meet the immediate, basic needs of victims and their children.
	2. We aim to break the generational cycle of violence through awareness and prevention efforts. Our goal is to challenge the mindset and behaviors that promote violent relationships, make the public aware of our free services, and influence how others respond/report incidents of domestic and/or sexual violence.
	3. Wrap around services such as case management, legal assistance, and economic justice advocacy reduce barriers survivors face when escaping abuse. Our goal is to give survivors the tools to live stable and self-sufficient lives while decreasing future incidents of violence.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

Domestic Violence is a critical issue in Clay County, Florida. One-third of violent crimes in our county are domestic related and while crime is down overall, incidents of domestic violence and sexual assault remain the same. Quigley House is the only certified Domestic Violence and Sexual Assault Center for residents in Clay County. We understand the complex needs that victims of domestic/sexual violence present and are best positioned to meet those needs. Quigley House's mission is to provide advocacy and empowerment to victims of domestic violence and sexual assault while providing community education to heighten awareness.

Quigley House is a trusted partner in North Florida. Our organization has served thousands of victims of domestic violence for nearly 30 years, and victims of sexual assault for 21 years. In 2018, we provided safe shelter to 271 victims and their children and served an additional 1,000 individuals through outreach programs. Pets are welcome too, allowing the entire family to be safe. Quigley House often operates at or near capacity year round with an average stay of 3 ½ weeks. Specially trained staff and volunteers provide advocacy and accompaniment to survivors of sexual assault 24/7 as well. Last year, staff provided 1,264 hours of sexual assault counseling and accompanied survivors in 38 forensic medical exams. All services are free and confidential. At Quigley House, we believe in taking a collective stand to end domestic violence and sexual assault in our community. To that end, we reach tens of thousands of individuals through community education and professional trainings each year.

Quigley House provides the following free services to victims of domestic violence and/or sexual assault:

- ***24 Hour Emergency Shelter***- Domestic violence victims and their families may stay in shelter anywhere from a few days to eight weeks or longer depending on the case. This service has been offered for 30 years.
- ***24-Hour Crisis Hotline***- Staffed by trained advocates who provide crisis intervention, safety planning, and information and referral to primary and/or secondary victims of domestic violence. This service has been offered for 30 years.
- ***Individual and Group Counseling***- In-shelter as well as outreach (in the community) counseling is offered to victims of domestic violence and sexual assault, helping survivors understand the dynamics of power and control. This service has been offered for 30 years.
- ****Advocacy*** - Advocates are responsible for meeting participant's immediate needs- safe shelter, food, clothing, necessities. In addition to meeting basic needs, Advocates offer the emotional support that facilitates healing. Advocates also answer the hotline and engage in safety planning. This service has been offered for 30 years.
- ****Victim Advocacy***- Victim Advocates may be located at the courthouse, shelter, or outreach center. Advocates assist victims of domestic violence and sexual assault in obtaining services from social service agencies, legal and judicial system, medical and educational personnel, as well as from social service agencies. The Victim Advocate provides service management, counseling, advocacy, support, crisis intervention, safety planning, lethality assessment, and follow up services to Quigley House adult clients and their families. Victim Advocates also help survivors secure safe, affordable

housing through the ESG (Emergency Solutions Grant-Rapid Rehousing) program. Advocacy has been offered for 20 years and the ESG program for 5 years.

- ***Sexual Assault Advocacy***- Trained advocates are available, 24 hours a day/365 days a year, to provide on-the-scene advocacy, crisis intervention, and support after a sexual assault report. This service has been offered for 20 years.
- ***Injunction for Protection Project Attorney***- the Attorney provides legal counseling and represents domestic violence victims so they may obtain injunctions for protection against violence from their abusers. This service has been offered for two years.
- ***Economic Justice***- Clients receive access to training and resources in order to address the economic conditions that create barriers to long-term independence and safety of survivors and their children. This service has been offered for two years.
- ****Child Assessment and Counseling***- Each child in shelter receives an assessment to evaluate their needs and the most appropriate support services. Our Child Advocate engages children in healing activities, teaches coping and conflict resolution skills, and helps them create a plan to stay safe upon leaving shelter. The Child Advocate also works in the community to educate others on healthy relationships. The Child Advocacy and Counseling programs have been provided for 24 years.
- ***Primary Prevention Program***- We believe in taking a collective stand as a community to prevent domestic violence before it begins. Primary prevention strategies introduce values and ways of thinking that promote healthy, non-violent relationships. Staff and volunteers work with children in early learning centers through college students. In February 2019, staff visited 11 Clay County Junior High and High Schools for Teen Dating Violence Prevention Awareness. Nearly 1,200 students pledged to maintain healthy relationships free from violence. This program has been provided for 10 years.
- ***Community Education***- Quigley House also delivers professional trainings to law enforcement officers, members of the judicial system, medical personnel and others who come into contact with victims of domestic violence and/or sexual assault. Staff members also participate in events to promote awareness of our services. Quigley House has provided Community Education Services for 30 years.
- ***Case Management***- Each participant works with a Victim Advocate to assess needs, coordinate services, and develop an individualized plan. Participants receive information and referral to the appropriate agencies for housing assistance, WAGES/TANF benefits, job training, etc. Quigley House has provided case management services for 30 years.
- ***Sexual Assault Center*** –Certified by the Florida Council Against Sexual Violence (FCASV), Quigley House's Sexual Assault Center is the only certified provider of sexual assault services in Clay County. A Sexual Assault Counselor is available on-call 24-hours a day, 365-days a year to respond to the health and advocacy needs of victims upon sexual assault. Staff respond to calls in the field, work with local law enforcement, contact the licensed physician and Sexual Assault Nurse

Examiner, stay with the victim throughout the forensic exam, and provide continued support through advocacy and counseling. This service has been offered for 6 years.

- ***Pet Shelter*** – An on-site Pet Shelter Program with a 10-run dog kennel and a 160sft. small animal facility allows victims to bring their pets with them as they seek refuge from abuse. Our program is one of only a few such programs in the State of Florida! This service has been offered for 10 years.

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	**Affiliation**
Kathy Hester	RN, Supervisor of Nursing Orange Park Medical Center, HCA Healthcare
Jerry Coxen, Jr.	Investigations, Public Defenders Office
David Mullennix	Criminal Investigator, Public Defenders Office
Shannah Kosek	Supervisor, Adult & Community Education, Clay County School District
Raynetta Marshall	Engineer, JEA
Wayne McKinney	Chief of Support Services Division, Clay County Sheriff's Office
Lorin Mock	Acting County Manager
Esther Nichols	CPA, The Nichols Group
Janie M. Simpson	Licensed Clinical Social Worker, Retired
Nancy Edelenbos	Retired Nurse
Billi West	Branch Manager, Network Funding Business Owner
Latanya Peterson	Consultant

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

Victim Advocates may be housed at the courthouse, shelter, or outreach center. Victim Advocates meet with and evaluate the needs of clients served by Quigley House and throughout the community. They provide crisis intervention, case management, safety planning, and referrals to other service providers. Understanding that victims may be intimidated by the judicial system and unsure of options available to them, the advocate plays an important role guiding clients through the legal process. Advocates may assist victims with filing injunctions

for protection, accompany them to court proceedings for support, or help them file victim's compensation claims. Quigley House's attorney and Victim Advocates work closely with the Clerk of Courts and the State Attorney's Office. In FY2017-2018, Victim Advocates provided 1,484 advocacy hours.

The **Child Advocacy Program** provides healing activities for children sheltered at Quigley House. The Child Advocate leads individual and group sessions with topics including how to employ strategies to stay safe, conflict resolution, and setting healthy boundaries. The Child Advocate also leads activities for the children while their parent participates in group counseling. Each child receives an assessment to identify their needs and provide referrals if needed. In FY 2017-2018, the Child Advocate provided 207 child assessments.

Sexual Assault Therapy- We hope to expand our therapy services offered by the Sexual Assault Center. We seek to fund a part-time Therapist to reduce trauma and long-term consequences following an assault.

We are truly grateful for Clay County Government's partnership and dedication to the Sexual Assault Center. Since Quigley House began providing forensic medical exams for the county, we have witnessed a growing demand for services. In 2017, the Florida Dept. of Law Enforcement reported 133 incidents of sexual assault and 41 incidents within the context of domestic violence. CCSO reported a rise in both sexual assault and domestic violence reports in 2018. Last year, staff conducted 38 forensic medical exams and provided over 1,200 counseling hours. In an effort to enhance services offered, we added a support group specifically for teen survivors of sexual violence. Quigley House provides the following services for survivors of sexual assault.

Core Services

1. 24/7 hotline services
2. Information and referral
3. Crisis intervention
4. Advocacy and accompaniment services
5. Community awareness
6. System coordination

Enhanced Services

1. Support groups/personal growth groups
2. Therapy
3. Prevention/risk reduction education
4. Medical intervention/forensic evidence collection

2. Describe the grant's target population and benefits received from the citizens of the County.

Quigley House primarily serves Clay County victims of domestic violence and sexual assault. Last year, 95% of clients were Clay County residents. At times, we do provide shelter to victims outside the county when nearby shelters reach capacity or if deemed safer to leave their own community. We always keep a room available for Clay County residents. Quigley House services are available to all individuals without discrimination. In FY2017-2018, we served 81% female and 19% males; 67.4% White, 18.5% African American, 8.2% Hispanic or Latino, .6% Asian American, .2% American Indian, 5% Other.

Additionally, of those we served in 2018, 28% were under the age of 18, 11% were ages 18-24, 59% were ages 25-59, and 2% were older than 60. Approximately half of participants in shelter were children.

Typically, individuals have exhausted all other options when they turn to us for services. Once a person enters shelter, additional needs are usually identified. Victim Advocates are able to help victims in a number of ways that lead to independence and self-sufficiency, for example, securing a job and affordable housing. The needs for safe housing and economic resources to maintain housing are the two most pressing concerns amongst individuals leaving abuse. Offering emergency shelter reduces the number of displaced or homeless families, as domestic violence is the leading cause of homelessness for women. With support from our partner organizations and donors, we are able to provide all basics needs, such as food, clothing, personal items, diapers, and over-the-counter medications. Participants in shelter and outreach also receive vouchers to the Thrift Store for clothing and other household items. We offer transportation to job interviews, medical appointments, and counseling. The Child Advocacy program allows children who have witnessed and felt the stress of domestic violence in their life a chance to heal. When victims and their children are able to live and work without fear and interference from their abuser, the result is a more stable workforce and healthier community.

Studies show that domestic and sexual violence has an enormous economic impact. According to a study by the Center for Disease Control and Prevention, the cost of intimate partner violence exceeds $5.8 billion each year, $4.1 billion of which is for direct medical and mental health services. After homicide, sexual violence is the most costly violent crime in the U.S., costing $151,423 per incident (DeLisi, et al., *The Journal of Forensic Psychiatry & Psychology* Vol. 21, No. 4, August 2010). Sexual violence survivors experience reduced income in adulthood as a result of victimization in adolescence with a lifetime income loss estimated at $241,600. Sexual abuse also interferes with an individual's ability to work. Fifty percent of sexual violence victims had to quit or were forced to leave their jobs following an assault.

Early intervention can mitigate costs and consequences. A 2006 study found that when victims receive advocate-assisted services following assaults, they receive more referrals and services and experience less trauma and psychological distress. Survivors with advocates are 59% more likely to have police reports taken that survivors without advocates, whose reports were only taken 41% of the time. Supportive interventions and therapy help prevent complex, long term health and mental health struggles among survivors.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant.

Victim Advocate

Qualifications: BA in human services field with experience in crisis intervention and working with victims of domestic violence preferred. AA or equivalent considered with at least two years applicable experiences. HS diploma or GED considered with at least four years applicable experience preferably working in a certified domestic violence center. The Victim Advocate receives Core Competency Certification from the

Florida Coalition Against Domestic Violence and Advocacy Core Training from the Florida Council Against Sexual Assault.

Responsibilities include:

- Direct services to shelter and/or adult domestic violence and/or sexual assault clients. Services include case management, crisis intervention, legality assessment, safety planning, advocacy, information and referral, and assistance filing victims' compensation.
- Contact and follow–up with referral providers to ensure that victims' needs are being met.
- Participate in coordinated community response meetings and other related community support meetings to further implement services for victims. Network with referral sources and other service providers as appropriate.
- Assists victims with completing, filing, and obtaining an IFP as well as support, preparation and accompaniment to civil court hearings.
- Provides support, preparation and accompaniment for victims regarding criminal court hearings as well as obtaining services from the State Attorney's Office.
- Preserves integrity and quality of client service programs by maintaining accurate and thorough statistics and records of domestic violence and sexual assault client services and staff activities.
- Participates in community education presentations and/or public relations events promoting Quigley House services and domestic violence education/prevention programs.

Child Advocate

Qualifications: Minimum high school diploma; two years of college preferred. Child Advocate must have experience in working with children. Completion of advocacy training required within three months of hire. Child Advocate must be certification in first aid and C.P.R. Child Advocate receives Core Competency Certification from the Florida Coalition Against Domestic Violence and Advocacy Core Training from the Florida Council Against Sexual Assault.

Responsibilities include:

- Coordinates basic needs assessment, intervention, and supportive counseling services for children.
- Provides guidance and counseling services in a group setting to children in shelter.
- Provides evening activities to children in shelter through educational and recreational activities to include but not limited to, tutoring, birthday parties, and holiday events.
- Maintains contact with child's counselor and parent regarding their behavior, progress, and notes any concerns.

Sexual Assault Therapist

Quigley House seeks to fund a part-time Licensed Therapist. Qualifications include:

- Minimum of a Master's Degree in psychology, social work, or related area. State of Florida License or license eligible: LCSW or LMHC. Clinical experience with emphasis on domestic violence or sexual assault is preferred.
- Knowledgeable about the principles of sound therapeutic practices with survivors of sexual violence, working with the continuum of sexual violence services.

- Evidence of using therapeutic practices including alternative/holistic methods of healing from trauma.
- Completion of ACT (Advocacy Core Training) training from the Florida Coalition Against Sexual Violence
- *Therapy is a Direct Service Standard for certification through the Florida Coalition Against Sexual Violence

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	**Reference - Time/Date/Stage**
Hire Sexual Assault Therapist	Q1
Provide 400 sexual assault counseling hours	Ongoing- total by the end of FY2019-2020
Provide shelter to 260 individuals.	Ongoing- total by the end of FY2019-2020
Provide 1,000 domestic violence counseling hours	Ongoing- total by the end of FY2019-2020
200 children served by Child Advocate	Ongoing- total by the end of FY2019-2020
Assist 120 clients with filing for Victims Compensation	Ongoing- total by the end of FY2019-2020
Provide 1,200 units of Information and Referral to other services, supports, and resources (including legal, medical, and other social services)	Ongoing- total by the end of FY2019-2020
97% of adult victims in shelter more than 72 hours will have a safety and security plan when they leave shelter.	Ongoing
97% of adult survivors leaving emergency shelter will have a case management in place.	Ongoing
20% of adults leaving emergency shelter will receive housing assistance.	Ongoing

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

At Quigley House, our first responsibility is to the victim. We provide the necessary services to guide domestic violence and sexual assault victims through the healing process while respecting each individual's wishes and needs. Successful completion is difficult to measure for some of our services. We measure our success by the successes of our clients. These can include: calling the crisis hotline in the first place (which takes a lot of courage), finding a job, relocating, pursuing legal and criminal charges, or regular attendance at support groups.

Program success is measured through various means. These may include follow-up surveys and questionnaires. Participants are asked to fill out a survey; once the survey is complete the survey is placed in a sealed envelope and placed in the CEO's mailbox.

Participants are asked:

1. If they felt safe and their confidentiality was maintained.
2. If they developed strategies to enhance safety.
3. If they gained knowledge of community resources.

We measure the effectiveness of our Child Advocacy Program through exit surveys. Each resident leaving the shelter completes an exit survey, which includes the following questions:

a. My child seems less angry and less easily upset
b. I have noticed my son(s) or daughter(s) are getting along better with others
c. My child has benefited from counseling
d. The Child Advocate related well to my child
e. I felt comfortable talking about my child

We report monthly activities and progress to our certifying agencies, funders, and the Board of Directors. Each program participant and unit of service is tracked. Staff also track the number of presentations/professional trainings to measure our reach in the community.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: $1,922,963

   Total projected revenue for Fiscal Year 2019-2020: $2,037,791

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	$44,235	$51,412	2.67%	$70,170	3.44%
Local: United Way	$77,345	$74,694	3.88%	$72,500	3.56%
State Funding	$429,245	$499,179	25.96%	$551,412	27.06%
Federal Funding	$609,211	$811,998	42.23%	$903,009	44.31%
Foundations	$115,731	$159,880	8.31%	$112,000	5.5%
Program-Generated Revenue-Fundraising	$61,151	$58,000	3.02%	$60,000	2.94%
Program-Specific Revenue-Alternatives	$22,325	$0	0%	0	0%
Program-Specific Revenue-Public Contributions	$77,294	$70,300	3.66%	$69,700	3.42%

SAC-Victim's Compensation	$3,000	$3,500	.18%	$3,500	.17%
Interest Income	$4,845	$5,000	.26%	$5,500	.27%
Thrift Store	$210,281	$189,000	9.83%	$190,000	9.32%
Total Revenue:	$1,654573	$1,922,963	100%	$2,037,791	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	**(A) Total Amount**	**(B) Amount Requested from Clay County**	**(C) Amount Requested from Other Source(s)**	**% Requested from Clay County**
Personnel				
Salaries & Wages	$1,303,965	$55,123	$1,248,842	4.23%
Fringe Benefits	$182,555	$15,046	$167,509	8.24%
Personnel Sub-total:	$1,486,520	$70,169	$1,146,351	4.72%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	$114,000	$0	$114,000	0%
Telephone (Shelter/Admin only)	$50,000	$0	$50,000	0%
Postage & Shipping	$2,000	$0	$2,000	0%
Printing & Publication	$1,500	$0	$1,500	0%
IT Computers/ Equipment/Maintenance	$59,771	$0	$59,771	0%
Property/Liability Insurance	$42,000	$0	$42,000	0%
Professional Development	$10,000	$0	$10,000	0%
Office Supplies	$15,000	$0	$15,000	0%
Professional Services(Legal/Accounting)	$19,000	$0	$19,000	0%
Education & Prevention, Website	$1,500	$0	$1,500	0%
Direct Client Expenses (Food & Consumables)	$75,000	$0	$75,000	0%
Security/Fire Monitoring	$5,000	$0	$5,000	0%
Sexual Assault Center	$55,000	$0	$55,000	0%
Thrift Store (excluding salaries)	$70,000	$0	$70,000	0%
Dues (subscriptions, licenses, fees)	$8,000	$0	$8,000	0%
Fundraising Expenses	$20,000	$0	$20,000	0%
Other	$3,500	$0	$3,500	0%
Operation Expenses Sub-total:	$551,271	$0	$551,271	0%
Total Expenses	$2,037,791	$0	$1,967,622	3.44%

3. Is County funding a mandated requirement? YES X NO
   If yes, please explain requirement:

In addition to funding these three key positions, many of our Federal grants require us to supply "Matching" funds in order to receive federal funding. The Clay County grant serves as matching funds to fulfill the matching requirement needed to secure federal funds.

4. Schedule of Positions: **35.83 FTE**
% of Budget Allocated to Administration: **16.1%**

Position Titles and/or Employee Name	Full Time Equivalent*	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
CEO	1.0	$111,834	$99,000	$101,970	3.00%
Administrative Assistant	1.0	$ 37,886	$38,688	$39,850	3.00%
Receptionist	1.0	$ 13,842	$25,709	$26,480	3.00%
Director of Shelter Services	1.0	$49,755	$50,000	$51,500	3.00%
Resident Advocates	8.0	$105,787	$174,710	$214,823	22.96%
Victim Advocates	2.0	$41,061	$59,906	$58,675	3.11%
CPI Advocate	1.0	$21,441	$31,200	$32,135	3.00%
Child Advocate	1.0	$23,031	$28,080	$29,900	2.92%
Lead Victim/Resident Advocate	1.0	$41,492	$32,760	$32,760	0%
Community Education Specialist	1.0	$19,615	$29,120	$30,000	3.02%
Maintenance Coordinator	1.0	$20,935	$24,960	$25,700	2.96%
Director of Sexual Assault Services	1.0	$45,943	$50,000	$52,000	4%
Sexual Assault Advocates (1 FT + weekend on call)	1.3	$32,742	$31,200	$32,100	2.88%
Sexual Assault Therapist	1.0	$0	$0	$26,000	0%
Sexual Assault Counselor	1.0	$ 34,665	$34,840	$34,840	0%
Finance Director	1.0	$52,130	$54,080	$53,560	-.96%
IFP Attorney (Injunction for Protection)	1.0	$ 62,143	$68,202	$70,240	2.99%
IFP Paralegal	1.0	$0	$37,440	$37,440	0%
Economic Justice Advocate	1.0	$35,771	$ 36,067	$37,150	3.00%
Finance Assistant	1.0	$ 41,475	$40,560	$39,100	-3.60%
Outreach Advocate	1.0	$ 19,688	$34,320	$35,350	3.00%

Volunteer Coordinator	1.0	$37,692	$29,994	$30,850	2.85%
Development Asst./Grant Compliance Specialist	1.0	$ 20,831	$29,120	$29,950	2.85%
Development Director	1.0	$48,012	$52,000	$53,560	3.00%
Thrift Store Staff	3.5	$ 104,388	$125,274	$129,032	3.00%%
Total	35.83	$ 1,012,158	$1,214,230	$1,303,965	7.39%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

The Clay County Grant provides funding for three very key positions in the organization – the Child Advocate, one of our two Victim Advocates and a part-time Sexual Assault Therapist. The Child Advocate works with children living in shelter and offers structured healing activities and counseling to learn better ways to cope with life than the violent and abusive environment they came from. The Victim Advocate is responsible for providing Quigley House Courthouse-based and Outreach services, including safety planning, crisis intervention and assisting victims of domestic violence and sexual violence in obtaining services from the legal and judicial system as well as social service agencies, and serves as liaison with the judicial system. The Sexual Assault Therapist is responsible for providing professional trauma informed, psycho-educational counseling and/or crisis intervention to individuals and family members who are survivors of domestic violence and/or sexual assault.

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?
76.3% of funding goes to Programming; 23.7% to Administration

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application ***no later than*** **4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

Anadelle M. Martinez-Mullen
(Type Name)

(Signature)

03/11/2019
(Date)

Board Chair

Kathryn Hester
(Type Name)

(Signature)

03/11/2019
(Date)

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2019 MAR 11 PM 2:49

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding request for FY 2019-2020

A. Applicant Information:

Applicant Name: **Clay Behavioral Health Center, Inc. (CBHC)**		
Physical Address: **3292 County Road 220, Middleburg, FL 32068**		
Mailing Address: **3292 County Road 220**	**City/State:** **Middleburg**	**Zip:** **32068**
Phone: **904-291-5561**	**Fax:** **904-291-5575**	
Website: **www.ccbhc.org**		**Federal Tax ID#:** **59-2219317**
Executive Director: **Irene M. Toto, LMHC**		
Primary Contact: **Tina M. Swathwood**	**Title:** **Director of Business Operations**	
Email: **Tina.Swathwood@Firstinclay.org**		
Amount Requested: **$400,000**	**Amount Awarded** (Budget Office use only):	

1. Please provide a brief statement of your organization's mission and goals.

Mission:	Mission Statement: Clay Behavioral Health Center is dedicated to improving the quality of life for Clay County residents by providing affordable mental health and substance abuse services through a comprehensive community-based approach to care. Vision Statement: Building a Healthier Community, One Life at a Time.
Goals:	1. Create and sustain healthy communities that support prevention and wellness in areas where people live, learn, work and play. Streamline services and reduce barriers to services.
	2. Advocate for increased access to behavioral health services, adequate funding and a place in the overall continuum of healthcare services. Maximize agency resources and maintain fiscal responsibility.
	3. Increase community awareness of behavioral health issues.

2. Please provide a brief description of all agency programs and services and indicate the number of years (or months) you have provided each program or service. Please place an asterisk in front of any program or service that is supported by County funds.

ACCESS/EMERGENCY SERVICES

* **Crisis Intervention** – Triage and/or referral for people experiencing mental health and substance abuse problems can be obtained by dialing 904-291-5561 x 5002, 24 hours a day. Walk in intervention is also available Monday-Friday, during regular business hours. (31+ years)
* **Intake/Admission Screening** - Assessment for services and financial assistance to pay for services can be obtained on walk in basis Monday through Friday. The Agency also offers Open Access allowing individuals to walk in without an appointment and be seen by a counselor, based on availability, Monday through Friday 8:00am – 4:00 pm. If a counselor is not available, an appointment will be scheduled for an intake. (31+ years)
* **Mobile Response Team** – CBHC recently became the provider of Mobile Crisis Services to individuals up to age 25 who live in Clay County and are experiencing a mental health crisis. Services available 24/7 365 days a year with a 60-minute response time. CBHC is coordinating crisis response in collaboration with community partners including the Clay County School District and local law enforcement. (in implementation phase)

MEDICAL SERVICES

* **Medication Management** – CBHC provides Psychiatric Evaluations and Medication Management follow-up services for Clay County residents who have mental health or behavioral illnesses that require medication. These services are provided by a staff of licensed Psychiatrists, Physicians, Nurse Practitioners, Registered Nurses, and Certified Medical Assistants. This also includes injections, prior authorizations, and collaboration/coordination with other programs and organizations. For example, case management services, outpatient counseling services, substance abuse services, Clay County schools, Clay County jail system, and other community wide organizations.

  CBHC has several programs to assist clients who are low income or uninsured in obtaining costly psychotropic medications which they can't afford or have access to. The **Indigent Drug Program** (IDP) obtained through our state contract for over 30 years, provides access to over $50,000 annually for discounted psychotropic medications. The **Patient Assistance Program** provides needed medications through drug companies that offer medications to these clients through an application process. Approximately 100 county residents are participating currently. They are receiving over $800,000 annually in psychotropic medications from this particular program. **Americares** is a program which provides donated medications to medical providers. CBHC applied for membership in 2015 when psychotropic medications were added to the available stock. These medications are available to any one of our approximately 1500 active medication management clients that exhibit the need.
* **Health Matters** - SAMHSA grant funded program to provide Integrated Health Care in a behavioral health setting. Our program provides primary care 40 hours per week at our County Road 220 location in Middleburg. Also, through the grant, we provide groups and classes in order to promote health and wellness. Target participation of 101 clients was met for year one as well as 248 for year two. We currently have met and exceeded our third-year goal of 387 participants. The goal is to improve client outcomes based on treating the person as a whole person; integrating mental and physical health while providing support and coping skills, not just treating isolated symptoms. Grant will end September 30, 2019. We will provide transition services to our clients linking them with primary care providers in the community to continue to promote and integrate physical health with their psychological wellbeing. (5 years)

CLINICAL SERVICES

Intensive Family Services

* **In-home Family Counseling and Reunification** – Program provides prevention, intervention, preservation, and treatment services to high risk families involved with the child welfare system. These families have had children removed from the home due to abuse and neglect or are at risk of having their children removed. Services are individualized and may be provided in home or out of home depending on the family's needs. The goal of services is to preserve and/or reunify families. The client is successfully discharged upon completion of their treatment plans goals which are developed with the child, family, and clinician. (12 years)
* **Trauma-Informed Care** – Certified Trauma Professionals available to assist in providing treatment to children and adults in Clay County who are experiencing a traumatic event. Trauma Clinicians participate with DCF, Kids First of Florida and Law Enforcement. Crisis Intervention services available to those experiencing an immediate traumatic even such as but not limited to – death of a parent, death of a child, fire, suicide, etc. The client is successfully discharged upon completion of their trauma informed treatment plans goals which are developed with the child, family, and clinician; utilizing trauma focused cognitive behavioral therapy. (7 years)
* **In-home Parenting Education and Support** - Preventative services for parents who are at risk of losing their children or are requesting more skills to better parent their children in their home utilizing evidenced based practices. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (11 years)
* **Parenting Co-parenting**- Program to assist parents who are not living together but co-parenting their children. Services are provided to each parent individually in an environment that is comfortable to them. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (6 years)
* **Parenting In-jail**- Program provides evidenced based services to a parent who is in jail and in need of parent education, sessions occur at the jail. Active engagement and homework completion for 10 parent education and support session clients will be successfully discharged and receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (6 years)
* **Parenting Group**- Treatment services for parents who have lost custody of their children and are in need of an evidenced based parent education program. Program meets in an office setting. Upon completion and active engagement of entire six parenting groups participants will receive a certificate of completion. Attendance certificate will be given if they showed up for each session and were not actively engaged and showing behavior changes. (22+ years)
* **Therapeutic Visitation**- Court ordered visitation with a master's level clinician. Sessions are driven by the child's willingness to share and process feelings regarding removal or lack of contact with the guardian. Three therapeutic visitations are given and then a letter regarding clinical recommendations are given to the CPI/FSC. (3 years)

Adult Community Based Services

* **Psychosocial Rehabilitation** – Intensive outpatient program for adults with serious and persistent mental illness, focuses on independent living, pre-vocational and coping skills. (30+ years)

* **Life Skills** – Structured education and counseling curriculum to develop coping/emotion regulation, communication and interpersonal skills. Evidence based treatment - utilizing the Dialectical Behavioral Therapy model. (23+ years)
* **Lombard Apartments Supported Housing** – Four apartments able to house eight clients who are receiving case management services and who have an income to support independent living. (22+ years)
* **Vocational Services** – Support in finding, maintaining and keeping competitive employment. Includes job coaching and on-call support to clients and employers. The vocational program has two contracts with the Department of Education (VR) for Supported Employment and Employment Services. (23 years)
* **Drop-in Center** – Consumer-run peer support, providing social and recreational opportunities for clients during non-treatment hours. (27+ years)
* **Adult Crisis Alternative Program (ACAP)** – A short-term community-based alternative to hospitalization for people with mental illness. Designed to serve clients who are in need of respite services to avoid the need for more restrictive and intensive interventions. The service may also be utilized by individuals who have been hospitalized for psychiatric care, and are now ready for a less restrictive setting, but not ready to be discharged home. It is a six-bed adult facility with 24-hour staff. Performance indicators for most recent quarter show that 95% of persons receiving services will not require a higher level of care within 30 days of admission, and 95% of persons served will achieve an increased level of functioning from admission to discharge. (15 years)
* **Unashamed** – Overcoming victimization of sexual abuse. Unashamed is a 12-week program that meets weekly. Information covered will include: effects of victimization; emotions; identifying personal strengths; learning coping skills; understanding ambivalence; managing intrusive thoughts; the psychobiology of trauma; establishing boundaries; and building self-esteem. Participants can obtain individual counseling as a part of the group. (2 year)
* **The Loss/Grief Group** - This is a 10-week group that meets weekly at the Knight Boxx location. This group will serve adult men and women who have experienced a grief or loss issue, such as loss of job, limb, health, loved one, home, divorce, and so forth. The information covered will include the following: dealing with loss; exploring myths about grief; learning about the differences between mourning and grieving; identifying supports; increasing self-care; developing coping skills; and starting the recovery journey. Participants may obtain individual counseling as a part of the group. The group is "open" for two sessions then closes though clients may still be referred and will be seen individually until the new group cycle opens. (2 years)
* **After Life Skills** - is a group targeted for adult clients who have successfully completed the Life Skills program and desire continued interactions to incorporate learned skills to manage interpersonal interactions, regulate their emotions, and tolerate distress. The purpose is to provide client's opportunity to process current events in their own life that have necessitated the use of learned skills and to share successes and barriers to their continued progress. The group is an open group meeting twice monthly. (22+ years)

Children's Community Based Services

* **School-Based Mental Health Clinicians** – Services are provided within schools to students with counseling indicated on their IEP and are referred only by the Clay County district office. These services are designed to assist students with emotional/behavioral issues to increase their functioning and skills, both at home and at school so that they can achieve maximum potential. (25+ years)
* **School-Based Mental Health Clinicians** – Services are provided in two Title I schools. Clinicians are at the school daily to work with students and families both individually and in groups. (25+ years)

* **Student Assistance Program** – Services are provided at every Junior and Senior High. Staff meet with at risk students individually and in groups to reduce risk factors and increase protective factors. Staff engage students using the evidenced based curriculum, Too Good for Drugs. (21 years)
* **Moving Up Program** – One-day program of structured activities geared to increase positive behaviors, socialization and provide improved confidence to students who are transitioning into the Junior High School. This program is done in each Junior High School after the school year has ended. (5 years)

Adolescent Substance Abuse Services

* **Outpatient Counseling** – Outpatient Counselors provide individual and group counseling for youth involved with alcohol and/or other drugs. This may include working in conjunction with the Department of Juvenile Justice and other referral sources. Drug testing is included during the individual and group process. (31 years).
* **School-Based Prevention** – Individual and group services provide support and prevention to at-risk students in each Clay County Junior and Senior High school, including Bannerman. Students receive education about choices involving alcohol and other drugs, and to avoid the need for more intensive services. Prevention Specialist's use the Evidence Based Programs Project Success and Too Good for Drugs. These services include an ongoing collaboration with the Clay County School Board and the Clay Action Coalition. (21 years)
* **Drug Testing** – An initial drug test and consultation is available to parents who are concerned about a child's suspected or potential drug use. If requested, recommendations for treatment can be provided. (31 years)
* **Community Action Treatment Team** (CAT) is a team of therapists, case managers, mentors, nurse, and psychiatrist. The team provides intensive services to high risk youth and their families. Wrap around services are focused on keeping children, adolescents, and young adults in their homes, schools and communities. Services are designed to coordinate multiple systems and resources while removing any barriers that may prevent access to care. (2 years)

Adult Substance Abuse Services

* **Outpatient Counseling** – The Traditional Outpatient (8 weeks) and Extensive Outpatient (12 weeks) programs use a solution-focused evidenced based treatment curriculum, Living in Balance, this program can be used either individually or in a group setting for adults who are abusing substances. This is an abstinence-based program whose referral sources can be The Department of Children and Families, Kids First of Florida, Probation (Misdemeanor and Felony), Northeast Florida Safety Council as well as others. The groups are offered in the morning and evening. Consumers who participate are drug tested weekly, attend community support meetings and education is be provided for interested family members and friends. (31 years)
* **Intervention** – Interactive 4-week education program for those at risk of substance abuse. This is abstinence based and includes weekly drug screens and attendance at community support meetings. (31 years)
* **Adult Drug Court Program** – A coordinated effort between the courts, law enforcement, probation and treatment services. The goal of Drug Court is to intervene and break the cycle of substance use, addiction and crime, by offering a diversion from incarceration in certain cases. This program is a year-long abstinence- based program that uses the Evidence Based curriculum, The Matrix. Clients participating in the Drug Court program also can be referred for Psychiatric services and various other groups within the agency, (Anger Management, DBT, Depression and Anxiety group among others). Adult Drug Court clients must complete Moral Reconation Therapy. Gender specific groups meet weekly. Group members attend community support groups and are seen in court in the beginning weekly and then as they progress, at lesser intervals. (14 years)

* **Veterans Drug Court Program** – A coordinated effort between the courts, law enforcement, Veterans Administration and treatment services. The goal of Veterans' Drug Court is to intervene and break the cycle of substance use, addiction or mental health, by offering a diversion from incarceration in certain cases. This program is a year-long abstinence- based program that uses the Evidence Based curriculum. The Matrix. Clients participating in the Drug Court program also can be referred for Psychiatric services and various other groups within the agency, (Anger Management, DBT, Depression and Anxiety group among others). Group members attend community support groups and are seen in court in the beginning weekly and then as they progress, at lesser intervals. (4 years)
* **HIV Education** – Consumers are provided community-based education for HIV/AIDS. Substance Abuse clients are required to complete a one-hour course before the end of their treatment. HIV testing is available if requested. (16+ years)
* **Marchman Court**- Family members and friends can petition the court to intervene in a family members substance use/abuse. The court system can order an evaluation and treatment if needed. CBHC assess the client and makes a recommendation to the court. The court can then order the client to complete the recommended treatment. (ongoing)
* **Dual Diagnosis/Co-Occurring Services** – This 12-week group is designed specifically for individuals with co-occurring substance abuse and mental health disorders. This program uses a solution-focused evidenced based treatment curriculum, Living in Balance. This can be used either individually or in a group setting for adults who are abusing substances and have a mental health diagnosis who need monitoring or treatment. This is an abstinence -based program that requires weekly drug screens and attendance at community support meetings. (16+ years)

Outpatient Mental Health Services

* **Outpatient Counseling** – Outpatient Mental Health Counselors use Cognitive Behavior Therapy as well as other brief solution-focused treatment to provide individual and group counseling for children, adolescents and adults. Groups include Adult and Adolescent Anger Management, Depression/Anxiety, Social Skills for Elementary, Junior High and Services provided at our locations in Middleburg, Keystone Heights and Green Cove Springs. Mental Health counseling services are provided in the Clay County Schools for children who have counseling on their Individual Education Plan (IEP) (36 years)
* **Outreach** – CBHC provides a counselor one day per week at PACE Center for Girls. Students are seen individually and, in the Teens, United group which provides social skills for teenage girls. (3 year)
* **Outreach** – In an effort to address higher than average suicide rates, CBHC and the Department of Health - Clay County formed a collaboration to provide a Mental Health counselor at the Bear Run - Teen Clinic. Resource and referral information is provided to interested teens. (1 year)
* **Parenting Program** – Counseling and education program designed to help parents learn and apply principles of positive parenting. Parenting, communication, and nurturing skills may be delivered either in a group or individual format depending on the needs of the family. (21+ years)

Helping Everyone's Life Matter

* **HELM Program** – Services provided to individuals ages 15-36 who are experiencing their first episode of psychosis. Using the evidence based NAVIGATE model, the program is recovery based and provides Individual skills training along with family education and support. (3 years)

CASE MANAGEMENT SERVICES

* **Adult Case Management** – Case Managers provide advocacy, link with resources and monitor progress of adults with serious and persistent mental illness who have a history of hospitalizations. Services are designed to assist these individuals with remaining successfully in the community. (32+ years)

* **Children's Case Management** – Staff develops linkages for families in need of multiple services; client advocacy, monitoring and liaison among schools, agencies and families. Services are designed to assist youth in remaining in the least restrictive setting while receiving services and treatment for their behavioral health issues. Clients will be successfully discharged from CCM when stable for four months as reported by teachers, parents, and clinicians (32+ years)
* **Family Intervention Specialist**-Staff develops linkages and assessments for parents and adolescents in need of substance abuse interventions. Staff completed Mental Health and Substance Abuse assessments and recommends level of treatment individualized for each person. Discharge will occur when parents/adolescents have engaged in substance abuse services for a minimum of half the recommended treatment duration and show no need for outside supports. (12 years)
* **Substance Abuse Case Management** – The Case Manager can provide advocacy, link with resources and monitor progress of adults with substance abuse issues. Services are designed to follow up with individuals who are not attending substance abuse services, need additional drug screening or need to be linked to additional services designed to help these individuals with remaining successfully in the community. The Case Manager is available each week during Dependency Court. (22+ years)

3. Board Member Listing - Please provide a list of your agency's board members and their affiliation.

Board Member	**Affiliation**
William J. Simmons, Ph.D. 1828 North Glen Circle Middleburg, FL 32068	Board Chair Retired Provost of St. John's River Community College, Orange Park Campus
Nancy Sweatland 1000 Pinewood Court Apt 206 Green Cove Springs, FL 32043	Board Vice-Chair Client Advocate
Daniel Becton, Ph.D. 2408 Golden Bell Lane Fleming Island, FL 32003	Board Member Retired School Board
Mike Elia 2671 Countryside Drive Fleming Island, FL 32003	Board Member Principal of Clay County School
Maude B. Jackson 2774 Burroughs Road Middleburg, FL 32068	Board Member Retired School Teacher
Kent Rutherford 205 N. Bartram Trail Jacksonville, FL 32259-8816	Board Member Retired Florida Air Guard
Janet S. Fox 1476 Scarlett Way Fleming Island, Florida 32003	Board Member Retired LMHC
Rindetta D. Stewart 5315 Razorback Court Middleburg, FL 32068	Board Member Retired Educator
Nate Woodrum 2352 College Street Apt B Jacksonville, FL 32204	Board Member Adams & Harper, P.A. Orange Park, FL 32073

B. Grant Purpose

1. Describe the services to be provided by County grant funds.

County Grant funding is allocated across many programs and services. Funding received from the County grants is used as match funding required by our contract to leverage other state and federal dollars. The funding provided by the County grant assists CBHC in meeting this match requirement which allows an additional two million dollars in funding to be utilized to provide services to Clay County residents.

2. Describe the grant's target population and benefits received from the citizens of the County.

CBHC serves residents of Clay County. Our priority target population is legislatively mandated and is outlined in our contract as follows:

- Adults with Severe and Persistent Mental Illness
- Adults with Serious and Acute Episodes of Mental Illness
- Adults with Mental Health Problems
- Families involved with the Child Welfare system.
- Children who are Seriously Emotionally Disturbed
- Children who are Emotionally Disturbed
- Children who are At Risk of Emotional Disturbance
- Adults with Substance Abuse Problems
- Children with Substance Abuse Problems

Clients may be self-referred or referred by family, the court system, local health care providers, hospitals, community agencies, teachers, social workers and other school employees, local churches and law enforcement, among others.

CBHC services are available to all residents of Clay County and clients served come from all areas of the County. Demographics of clients served closely resemble overall demographics of the County. Green Cove Springs, Middleburg and Orange Park are most represented in the number of residents served, and the number of clients from Keystone Heights is growing. CBHC works in collaboration with local schools, area churches and other agencies to coordinate care to the residents in the Keystone Heights area. CBHC continues to operate Neighborhood Resource Centers in Keystone Heights and Green Cove Springs, which allows community residents to access needed referrals and resources. The space is also available for community partners to use for community events. DCF and the Florida Department of Health are among the groups using the resource Centers to offer services to community members. CBHC has recently opened an additional location in Orange Park to provide outpatient substance abuse services including medication assisted treatment.

The most recent County Health Improvement Plan conducted by the Health Planning Council of Northeast Florida and the Florida Department of Health identified Mental Health, Healthcare Access and Healthy Behaviors and Prevention as priority issues. There is a need for community residents to have access to affordable effective behavioral health services. CBHC continues to provide that access to the degree possible with existing funding, although it is recognized that demand often exceeds capacity. A work group of Community stakeholders including CBHC regularly meet to review the action plans and update progress towards goals.

Research indicates 1 in 5 individuals experience a diagnosable mental illness in any given year. It is important to acknowledge that behavioral health is as important to overall functioning as physical health.

Research also shows that behavioral health treatment works. The best treatments for mental illnesses today are highly effective; between 70% and 90% of individuals have significant reduction of symptoms and improved quality of life with a combination of pharmacological and psychosocial treatments and supports. Recovery is possible, and prevention and intervention programs are effective and can prevent the need for more intensive services.

Clay Behavioral Health Center, Inc. (CBHC) is the nonprofit agency providing mental health and substance abuse services to the residents of Clay County. CBHC has been a community partner to Clay County since 1982. CBHC provides treatment services to children, adults and families in the community who struggle with mental illness and substance abuse. These priority clients are able to access quality services that allow them to function successfully in the community. CBHC provides outreach and prevention services designed to identify problems and allow access to early intervention.

Services are provided on a sliding fee scale based on income. 94% of all persons served by CBHC are indigent, at or below the poverty level.

In FY 2017-2018 Clay Behavioral Health Center provided services to 5,679 Clay County residents, 4,052 adults and 1,627 children. CBHC continues to advocate for ongoing state funding to maintain the Crisis Alternative Program and expand services provided to those County residents experiencing a mental health or substance abuse crisis.

CBHC maintains a relationship with local law enforcement and provides trainings to CCSO and police department professionals. Trauma Certified therapists from CBHC are routinely contacted to assist DCF and law enforcement with removals due to child abuse and other traumatic events involving children.

The impact of untreated mental illness on health and productivity in the United States has been long underestimated, and recent data from studies conducted by the World Health Organization, among others, reveals that mental illness accounts for over 15% of the disease burden in the United States. This is more than the disease burden caused by all cancers. Mental Disorders are the leading cause of disability in the United States.

Individuals with serious mental illness face an increased risk of having chronic medical conditions. Adults with serious mental illness die 25 years younger than other Americans, largely due to treatable medical conditions.

In 2015 CBHC was awarded a grant from the Substance Abuse and Mental Health Services Administration for the integration of primary care and behavioral health services. This has allowed increased access to healthcare for underserved and high-risk populations and is an additional resource for Clay County residents which aligns with the needs identified in the Health Improvement Plan.

CBHC continues to collaborate with local health care providers and to provide outreach for behavioral health services to physical health care locations. CBHC works closely with the Way Free Clinic and provides onsite counseling to high risk individuals. All efforts are targeted to reach priority populations and to maximize resources. We maintain ongoing collaborations with Orange Park Medical Center, Palms Medical Group, Azalea Health, St Vincent's Clay, Baptist Medical Center and the Clay County Department of Health.

CBHC continues to emphasize the need to improve the integration of appropriate substance use/misuse prevention messaging, screening and assessment into routine medical care, especially for youth. CBHC works closely with and is a partner of the Clay Action Coalition. The Coalition is a group of community stakeholders working to implement county wide strategies to combat underage drinking and address other issues facing our youth. Underage drinking costs Florida $3.7 billion or an estimated $2,383 for each youth. CBHC has increased services to at- risk students in Clay County schools, and currently has Prevention Specialists located in junior and senior high schools throughout the county. Additionally, qualified counselors provide onsite services to EBD students in Clay County schools, and CBHC has expanded services to provide counseling at three Title I schools in the County.

Suicide is listed as one of the top ten leading causes of death in the county. Having a 24- hour crisis line available and providing walk in access and crisis intervention services at our Main Center allows CBHC to provide outreach to county residents who may be experiencing a crisis. CBHC continues to have staff trained in Suicide Risk Assessment techniques and Mental Health First Aid, allowing them to become more proficient in assessing at risk individuals. CBHC also offers the Mental Health First Aid training to interested community members at no charge. CBHC's Resource Centers provide outreach access and follow up to parts of the county identified as high use areas.

CBHC was recently awarded the contract to provide a Mobile Response Team (MRT) to Clay County residents. The MRT is a mobile crisis team that is available for individuals up to age 25. who are experiencing a mental health crisis. The MRT is accessible 24/7 365 days a year and provides onsite crisis response within 60 minutes of a call for assistance anywhere within Clay County.

The Florida Department of Children and Families utilizes a Managing Entity (ME) model to contract for Mental Health and Substance Abuse Services in the state. In the North-East Florida Region, the ME is Lutheran Services of Florida. (LSF) CBHC maintains compliance with all contractual requirements of LSF and routinely meets or exceeds performance measures. Clients in crisis continue to be seen immediately, and CBHC utilizes an Open Access Model, which reduces wait times for individuals seeking services and allows same day service. For FY 18/19 the anticipated, uncompensated care total is over 400,000.

Additional statistics from the Department of Children & Families indicate the following:

Despite being the third most populated state, Florida's per capita funding for mental health and substance abuse services remains near the bottom of the funding scale in the nation.

- Nearly two thirds of Florida's inmates report significant alcohol and drug problems.
- 70% of youth in Juvenile Justice Systems have at least one mental health disorder with at least 20% experiencing significant functional impairment from a serious mental illness.
- It is estimated that between 50% to 85% of all cases of child abuse and/or neglect involve mental health or substance abuse.
- An estimated 50% of abused or neglected children in the child welfare system have a mental health problem.
- A significant percentage of men (25 - 50 %) who commit acts of domestic violence also have substance abuse problems.

3. Describe the qualifications of key staff and volunteers that will be responsible for implementing the grant. Agency CEO Irene M. Toto has over 36 years of experience with non-profit agencies. She holds a Masters Degree, a Certificate in Non Profit Management from Rollins College and is a Licensed Mental Health Counselor. She has been with CBHC since 1994. Irene oversees the Senior Management Team of CBHC, which includes Tina Swathwood, Director of Business Operations (20 years with CBHC) and Elizabeth Franco, Director of Clinical Operations. (20 years with CBHC).

   CBHC currently employs 136 regular employees (120 full-time, 16 part-time, including 6 peer specialists) and 7 PT contract employees. The agency also has 8 interns. There are currently 8 full time vacancies. New employees, interns and volunteers must satisfactorily complete a level 2 background screening which includes FBI/FDLE fingerprinting, local county screening and a pre-employment drug screening. Level 2 background rechecks are completed with every five years of employment.

   CBHC has a large number of professional, educated, experienced and dedicated staff. 20% of employees are licensed in the State of Florida (MD, PSY, ARNP, RN, CMA, CNA, LMHC, LMFT, LCSW, CAP). Professional licensure is verified at time of initial hire and then on an annual basis.

   76% or 103 employees have earned advanced college degrees, 36% with Bachelor's degrees; 37% with Master's degrees and 3% with higher level academic degrees. All clinical positions require a minimum of one year's related work experience with a majority of employees coming to the agency with at least three to five years' experience.

   70% of positions provide direct service to clients; 22% are in program support positions; and 8% are in senior management; mid-management or supervisory positions.

   25% of employees have been with CBHC less than three years. 41% of employees have been with the agency at least three years; 16% have been with the agency five or more years; 9% have been with the agency ten or more years; 9% have been with the agency over fifteen years.

C. Accountability

1. Provide a timetable for accomplishing milestones, major activities, and main grant targets for the services to be provided by County grant funds. Please reference specific dates, months, stages, etc.

Milestone, Major Activity, Target	Reference - Time/Date/Stage
To sustain a comprehensive community-based system of care, to meet the identified needs of the community. Expand existing resources and secure additional sources of funding to meet the growing demand for services. CBHC continues to develop services and expand programs in response to community needs.	Added 1st episode psychosis services to eligible children and young adults – latest funding secured in July 2017. Awarded contract through RFP for Community Action Team in October 2017 - intensive wrap around services provided to high risk youth and families in the community. CBHC added care coordinator position in 2017 to provide outreach to local hospitals and crisis stabilization units. Participating in pilot project with Clay County DOH to provide outreach to teens in the area of suicide prevention. Annual and ongoing

	review of achievement of fiscal and programmatic benchmarks.
Secure recurring legislative funding through the Department of Children and Families for the Community Crisis Alternative Program	Submitted legislative funding request to secure recurring funding for the Community Crisis Program and for additional substance abuse services for high risk individuals in the community including parents involved with the child welfare system. Request submitted in November 2017, continued funding approved pending Governors approval.
CBHC submitted an additional legislative funding request for funding to address the growing opioid crisis in Clay County. Collaborative partners are St. Vincent's Clay and Gateway Community Services	Request submitted in December 2017 – funding approved pending Governors approval
Activities and services for PBHCI (Primary and Behavioral Health Care Integration) grant federal funding through SAMHSA in partnership with community providers.	Continue to offer primary care services to individuals with Mental Health and Substance Abuse Disorders – plan to apply for new grant funding at end of current cycle. Current grant runs through 2019, CBHC will submit new grant request for additional 3 years of funding.
Maintain CARF accreditation – through reaccreditation process	Re -accreditation achieved in June 2017. Agency received maximum 3 year accreditation with commendations.

2. Please describe the method(s) you will use to evaluate whether your clients, participants or the citizenry have benefited from services.

CBHC has maintained accreditation through the Commission on Accreditation of Rehabilitation Facilities (CARF) since 1996, with the most recent re-accreditation in 2017. Accreditation from CARF indicates that programs and services substantially meet internationally recognized standards. CARF accreditation also means that an organization has made a commitment to continually enhance the quality of its services and programs. CBHC utilizes a Quality Improvement Program that establishes goals and measures progress towards meeting those goals. Assessments are completed on each client served upon admission, at regular intervals during treatment and at discharge. CBHC is required to meet specific contractual performance measures as defined by the regional managing entity, Lutheran Services of Florida (LSF). Outcomes are reported on a monthly basis and are monitored regularly by the state. Each person served is expected to participate fully in prescribed treatment and must follow the steps outlined in an individual treatment or service plan. Clients are surveyed at discharge and at a period of time after discharge to gauge satisfaction with and effectiveness of treatment. Pre and post tests are utilized in many of the programs offered by CBHC to determine levels of functioning before and after treatment interventions. Standardized functional assessments are also completed at regular intervals during treatment to determine progress. Confidential client surveys are completed and turned into LSF monthly. Currently CBHC has an overall satisfaction rating of 93% for Adult Services and 95% for Children's Services.

D. Applicant Budget

1. Total budgeted agency revenue for Fiscal Year 2018-2019: $7,906,100
   Total projected revenue for Fiscal Year 2019-2020: $7,766,000

2. Applicant Budget Detail:

Revenue	FY 17/18 Actual	FY 18/19 Est. Actual	% of Actuals	FY 19/20 Proposed	% of Proposed Budget
Clay County Government	$596,205	$630,000	8%	$680,000	9%
Other Cities or Counties	$0	$0	0%	$0	0%
State Funding	$299,887	$810,000	10%	$510,000	7%
Federal Funding	$2,861,204	$3,125,500	39%	$3,140,500	39%
Foundations	$0	$0	0%	$0	0%
Program-Generated Revenue	$2,399,061	$2,550,600	32%	$2,625,500	34%
Program-Specific Revenue	$436,626	$450,000	6%	$460,000	6%
Other	$328,604	$340,000	5%	$350,000	5%
Total Revenue:	$6,921,587	$7,906,100	100%	$7,766,000	100%

Expenses (Note: B + C=A) FY 19/20 Proposed	(A) Total Amount	(B) Amount Requested from Clay County	(C) Amount Requested from Other Source(s)	% Requested from Clay County
Personnel				
Salaries & Wages	$4,822,283	$350,000	$4,472,283	7%
Fringe Benefits	$1,060,902	$50,000	$1,010,902	5%
Personnel Sub-total:	$5,883,185	$400,000	$5,483,185	7%
Operating Expenses				
Occupancy (Rent/Lease/Mortgage)	$240,000	$0	$240,000	0%
Telephone	$35,000	$0	$35,000	0%
Postage & Shipping	$4,000	$0	$4,000	0%
Printing & Publication	$7,000	$0	$7,000	0%
Equipment Rental & Maintenance	$64,000	$0	$64,000	0%
Travel	$115,000	$0	$115,000	0%
Professional Development	$25,000	$0	$25,000	0%
Office Supplies	$40,000	$0	$40,000	0%
Computers & Equipment	$46,000	$0	$46,000	0%
Other	$1,306,815	$0	$1,306,815	0%
Operation Expenses Sub-total:	$1,882,815	$0	$1,882,815	0%
Total Expenses	$7,766,000	$400,000	$7,366,000	5%

3. Is County funding a mandated requirement? YES
If yes, please explain requirement: Pursuant to Section 394.76(9)(a), Florida Statutes

4. Schedule of Positions: **129.25**
% of Budget Allocated to Administration: **8%**

Job Title	Full Time Equivalent	FY 17/18 Actual Salary	FY 18/19 Estimated Salary	FY 19/20 Proposed Salary	% of Proposed Salary Increase
ACAP Coordinator	1.00	$33,959.64	$35,009.94	$36,060.24	3%
Access Clinician	1.00	$38,800.00	$40,000.00	$41,200.00	3%
Access ES Manager	1.00	$48,500.00	$50,000.00	$51,500.00	3%
Access/ES Specialist	1.00	$30,719.77	$31,669.87	$32,619.97	3%
Accounting Assistant	1.00	$31,428.00	$32,400.00	$33,372.00	3%
Accounts Rec Billing Spec	1.00	$27,290.86	$28,134.91	$28,978.96	3%
Administrative Assistant	1.00	$30,629.99	$31,577.31	$32,524.63	3%
Administrative Assistant	1.00	$22,504.15	$23,200.15	$23,896.15	3%
Administrative Assistant	1.00	$32,977.07	$33,996.98	$35,016.89	3%
Adult Case Manager	1.00	$34,712.21	$35,785.78	$36,859.35	3%
Adult Case Manager	1.00	$30,763.15	$31,714.59	$32,666.03	3%
Adult Case Manager	1.00	$26,974.10	$27,808.35	$28,642.60	3%
Adult Case Manager	1.00	$36,401.34	$37,527.15	$38,652.96	3%
Adult Community Services Clinician	1.00	$36,974.79	$38,118.34	$39,261.89	3%
Care Coordinator	1.00	$41,710.00	$43,000.00	$44,290.00	3%
Care Coordinator	1.00	$32,980.00	$34,000.00	$35,020.00	3%
CAT Case Manager	1.00	$31,040.00	$32,000.00	$32,960.00	3%
CAT Case Manager	1.00	$33,473.59	$34,508.86	$35,544.13	3%
CAT Clinician	1.00	$33,950.00	$35,000.00	$36,050.00	3%
CAT Clinician	1.00	$33,950.00	$35,000.00	$36,050.00	3%
CAT Clinician	1.00	$40,740.00	$42,000.00	$43,260.00	3%
CAT Therapeutic Mentor	1.00	$22,193.60	$22,880.00	$23,566.40	3%
CAT Therapeutic Mentor	1.00	$26,190.00	$27,000.00	$27,810.00	3%
CAT Therapeutic Mentor	1.00	$26,190.00	$27,000.00	$27,810.00	3%
CATT Program Coordinator	1.00	$37,830.00	$39,000.00	$40,170.00	3%
CATT Registered Nurse	1.00	$25,220.00	$26,000.00	$26,780.00	3%
CCPT Substance Abuse Clinician	1.00	$34,920.00	$36,000.00	$37,080.00	3%
Certified Medical Assistant	1.00	$27,259.79	$28,102.88	$28,945.97	3%
Certified Medical Assistant	1.00	$24,695.42	$25,459.20	$26,222.98	3%
Certified Medical Assistant	1.00	$26,228.80	$27,040.00	$27,851.20	3%
Certified Medical Assistant	1.00	$22,637.47	$23,337.60	$24,037.73	3%
Children's Case Manager	1.00	$25,220.00	$26,000.00	$26,780.00	3%
Children's Case Manager	1.00	$26,756.00	$27,583.50	$28,411.01	3%
Clerical Support Specialist	1.00	$27,237.60	$28,080.00	$28,922.40	3%
Clinical Director	1.00	$74,278.45	$76,575.72	$78,872.99	3%
Clinical Mgr Adult Comm Svc	1.00	$56,513.73	$58,261.58	$60,009.43	3%

Clinical MGR O/P MH Svcs	1.00	$48,500.00	$50,000.00	$51,500.00	3%
Clinical MGR O/P MH Svcs	1.00	$56,177.30	$57,914.74	$59,652.18	3%
Data Analyst	1.00	$43,533.76	$44,880.16	$46,226.56	3%
Director of Business Operations	1.00	$74,817.90	$77,131.86	$79,445.82	3%
Diversion Specialist	1.00	$26,228.80	$27,040.00	$27,851.20	3%
Diversion Specialist	1.00	$26,228.80	$27,040.00	$27,851.20	3%
Diversion Specialist	1.00	$26,228.80	$27,040.00	$27,851.20	3%
Diversion Specialist	0.25	$6,557.20	$6,760.00	$6,962.80	3%
Diversion Specialist	0.25	$6,557.20	$6,760.00	$6,962.80	3%
Doctor of Medicine	1.00	$168,780.00	$174,000.00	$179,220.00	3%
Drop In Center Assistant	0.25	$4,539.60	$4,680.00	$4,820.40	3%
Drop In Center Assistant	0.25	$4,503.08	$4,642.35	$4,781.62	3%
Drop In Center Assistant	0.25	$4,292.39	$4,425.15	$4,557.90	3%
Drug Court Clinician	1.00	$31,166.27	$32,130.18	$33,094.09	3%
Drug Screen Specialist	1.00	$21,404.72	$22,066.72	$22,728.72	3%
Eligibility Specialist	1.00	$26,228.80	$27,040.00	$27,851.20	3%
Emergency Services Specialist	1.00	$35,184.52	$36,272.70	$37,360.88	3%
Family Intensive Svcs Special	1.00	$36,860.00	$38,000.00	$39,140.00	3%
Family Intervention Specialist	1.00	$33,950.00	$35,000.00	$36,050.00	3%
Family Intervention Specialist	1.00	$33,950.00	$35,000.00	$36,050.00	3%
Family Preservation Clinician	1.00	$33,712.28	$34,754.93	$35,797.58	3%
Family Preservation Clinician	1.00	$33,950.00	$35,000.00	$36,050.00	3%
Family Preservation Specialist	1.00	$34,467.26	$35,533.26	$36,599.26	3%
Fiscal Relations Specialist	1.00	$28,823.84	$29,715.30	$30,606.76	3%
Fiscal Relations Supervisor	1.00	$40,612.87	$41,868.94	$43,125.01	3%
Front Desk Assistant	1.00	$20,176.00	$20,800.00	$21,424.00	3%
Front Desk Assistant	1.00	$21,352.86	$22,013.26	$22,673.66	3%
Front Desk Assistant	1.00	$20,176.00	$20,800.00	$21,424.00	3%
Front Desk Assistant	1.00	$20,176.00	$20,800.00	$21,424.00	3%
Front Desk Assistant	1.00	$21,404.72	$22,066.72	$22,728.72	3%
Front Desk Assistant	1.00	$21,404.72	$22,066.72	$22,728.72	3%
Front Desk Coordinator	1.00	$23,545.19	$24,273.39	$25,001.59	3%
Front Desk Coordinator	1.00	$24,211.20	$24,960.00	$25,708.80	3%
HELM Case Manager	1.00	$29,100.00	$30,000.00	$30,900.00	3%
HELM Clinician	1.00	$32,980.00	$34,000.00	$35,020.00	3%
HELM Clinician	1.00	$35,967.76	$37,080.16	$38,192.56	3%
HELM Peer Support Specialist	1.00	$22,193.60	$22,880.00	$23,566.40	3%
IFS - Support Services Specialist	1.00	$26,190.00	$27,000.00	$27,810.00	3%
IFS Coordinator	1.00	$41,212.91	$42,487.54	$43,762.17	3%
Information Mgmt Evaluator	0.50	$25,661.35	$26,455.00	$27,248.65	3%
Intensive Services Manager	1.00	$53,350.00	$55,000.00	$56,650.00	3%
Lead Nurse Care Coordinator	1.00	$53,511.80	$55,166.80	$56,821.80	3%
Maintenance Support Specialist	0.50	$27,289.24	$28,133.23	$28,977.23	3%
Manager Grants & Projects	1.00	$51,410.00	$53,000.00	$54,590.00	3%
Medical Records Assistant	1.00	$21,285.68	$21,944.00	$22,602.32	3%
Medical Records Assistant	1.00	$20,176.00	$20,800.00	$21,424.00	3%
Medical Records Assistant	1.00	$21,404.72	$22,066.72	$22,728.72	3%

Medical Records Assistant	1.00	$20,176.00	$20,800.00	$21,424.00	3%
Medical Records Coordinator	1.00	$26,753.38	$27,580.80	$28,408.22	3%
Medical Records Supervisor	1.00	$48,856.44	$50,367.46	$51,878.48	3%
Medication Mgmt Nurse	1.00	$49,230.86	$50,753.46	$52,276.06	3%
Medication Mgmt Nurse	1.00	$50,419.82	$51,979.20	$53,538.58	3%
Mobile Response Team Clinician	1.00	$48,500.00	$50,000.00	$51,500.00	3%
Outpatient Clinician	1.00	$33,959.64	$35,009.94	$36,060.24	3%
Outpatient Clinician	0.50	$19,335.17	$19,933.16	$20,531.15	3%
Outpatient Clinician	1.00	$32,970.30	$33,990.00	$35,009.70	3%
Outpatient Clinician	0.50	$25,220.00	$26,000.00	$26,780.00	3%
Outpatient Clinician	0.50	$16,979.31	$17,504.45	$18,029.58	3%
Outpatient Clinician	1.00	$33,045.47	$34,067.49	$35,089.51	3%
Outpatient Clinician	1.00	$32,980.00	$34,000.00	$35,020.00	3%
Outpatient Clinician	1.00	$33,918.48	$34,967.50	$36,016.53	3%
Outpatient Mental Health Coordinator	1.00	$35,909.50	$37,020.10	$38,130.70	3%
Outpatient Services Specialist	1.00	$21,608.50	$22,276.80	$22,945.10	3%
Peer Support Specialist	0.50	$11,298.56	$11,648.00	$11,997.44	3%
Peer Support Specialist	1.00	$26,228.80	$27,040.00	$27,851.20	3%
Peer Support Specialist	1.00	$25,220.00	$26,000.00	$26,780.00	3%
PSR Coordinator	1.00	$33,955.20	$35,005.36	$36,055.52	3%
PSR Specialist I	1.00	$26,753.38	$27,580.80	$28,408.22	3%
Psychiatric ARNP	1.00	$116,400.00	$120,000.00	$123,600.00	3%
Psychiatric ARNP	1.00	$114,896.50	$118,450.00	$122,003.50	3%
Psychosocial Rehabilitation Clinician	1.00	$32,210.98	$33,207.20	$34,203.42	3%
Psychosocial Rehabilitation Clinician	1.00	$32,987.76	$34,008.00	$35,028.24	3%
QI/Training Manager	1.00	$49,955.00	$51,500.00	$53,045.00	3%
Resource & Referral Clinician Coordinator	1.00	$41,759.47	$43,051.00	$44,342.53	3%
Saint Vincent's Clinician	1.00	$38,800.00	$40,000.00	$41,200.00	3%
SAP Coordinator	1.00	$36,533.49	$37,663.39	$38,793.29	3%
SAP Specialist	1.00	$23,745.60	$24,480.00	$25,214.40	3%
SAP Specialist	1.00	$23,280.00	$24,000.00	$24,720.00	3%
SAP Specialist	1.00	$23,745.60	$24,480.00	$25,214.40	3%
School Based Intervention/Prevention Specialist	1.00	$26,201.93	$27,012.30	$27,822.67	3%
School Based Intervention/Prevention Specialist	1.00	$25,212.27	$25,992.03	$26,771.79	3%
School Based Intervention/Prevention Specialist	1.00	$26,755.97	$27,583.47	$28,410.97	3%
School Based Intervention/Prevention Specialist	1.00	$24,697.75	$25,461.60	$26,225.45	3%
School Based Intervention/Prevention Specialist	1.00	$26,201.93	$27,012.30	$27,822.67	3%
School Based Intervention/Prevention Specialist	1.00	$24,240.30	$24,990.00	$25,739.70	3%
School Based Intervention/Prevention Specialist	1.00	$29,328.84	$30,235.92	$31,143.00	3%

School Based Outpatient Clinician	1.00	$30,872.31	$31,827.12	$32,781.93	3%
SOAR Specialist	1.00	$30,872.31	$31,827.12	$32,781.93	3%
Substance Abuse Clinician	1.00	$35,967.76	$37,080.16	$38,192.56	3%
Substance Abuse Clinician	1.00	$33,959.64	$35,009.94	$36,060.24	3%
Substance Abuse Coordinator	1.00	$42,162.19	$43,466.18	$44,770.16	3%
Substance Abuse Specialist	1.00	$32,010.00	$33,000.00	$33,990.00	3%
Support Assistant	1.00	$26,753.38	$27,580.80	$28,408.22	3%
Supported Employment Spec	1.00	$27,901.05	$28,763.97	$29,626.89	3%
Supported Employment Spec	1.00	$31,040.00	$32,000.00	$32,960.00	3%
Targeted Case Manager/Forensic Specialist	1.00	$32,980.00	$34,000.00	$35,020.00	3%
Training Specialist	1.00	$24,211.20	$24,960.00	$25,708.80	3%
Trauma Treatment Clinician	1.00	$34,629.00	$35,700.00	$36,771.00	3%
Trauma Treatment Clinician	1.00	$33,950.00	$35,000.00	$36,050.00	3%
VA Court Clinician	1.00	$38,508.32	$39,699.30	$40,890.28	3%

* Full time staff will be noted as 1.00; half time as 0.50; quarter time as 0.25, etc.

E. Budget Narrative

1. From your Grant Budget, please describe how you will expend County grant funds:

All County nonprofit grant funds are used to support the availability of qualified professional staff to provide needed services for Clay County children, adults and families. 76% of our total agency budget is allocated to these line items, as our product is the staff who deliver outreach, education, prevention, intervention, emergency response, treatment and follow up services. As the needs increase, our capacity must be expanded to meet these demands. The County funding contributes to this growth.

***Note*: If your agency is granted funds, this information may be included in your contract with the County. Funds will be paid on a reimbursement basis only, and no monies will be distributed up front nor for uses other than requested above.**

2. What percentage of grant funding goes to Administration and what percentage goes directly to Programming?

100% to program funding, 0% to administration

F. Other

1. Along with submission of the funding request, the following supporting documents shall be furnished:

- **IRS tax-exempt letter confirming 501(c)(3) nonprofit status**
- **most recent Solicitation License; if exempt, submit exemption letter**
- **Certificate of Liability Insurance**
- **most recent IRS income tax return (Form 990)**

2. If funding is approved by the County, applicant acknowledges that it may be requested by the County to provide documentation of expenditures, and an annual audit of all grant funds, financial statements, mid-year program report, or any other additional documentation or supporting documents requested. Failure to comply with any such request may jeopardize future funding from the County.

3. Submit seven (7) copies of your completed application ***no later than* 4:00 PM Monday, March 11, 2019** to:

Clay County Board of County Commissioners
Attn: Budget Office
PO Box 1366
477 Houston Street, 4th Floor
Green Cove Springs, FL 32043

Signing below acknowledges that this funding application has been completed accurately. All information submitted with this application will become a matter of public record, and open to inspection by any citizen of the State of Florida subject to Chapter 119, Florida Statues.

Executive Director

Irene M. Toto, CEO
(Type Name)

(Signature)

3/11/19
(Date)

Board Chair

William Simmons, Ph.D.
(Type Name)

(Signature)

3-8-2019
(Date)

Application is due no later than 4:00 pm Monday, March 11, 2019

Clay County Board of County Commissioners
Nonprofit Agency Grant Application
Funding Request for FY 2019-2020

Clay Behavioral Health Center, Inc.

RECEIVED
PURCHASING DIVISION
2019 MAR 11 PM 3:22
CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street
PO Box 1366
Green Cove Springs, FL 32043

Receipt for Bid #: _____

Company Name: _____

_____

_____

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:	Date of Removal:
5/29/19	6/3/19
Time of Posting:	Time of Removal:
8:45 a.m.	8:47 a.m.
Initials:	Initials:
D F	D F

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Litsy Pittser, Procurement
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAID COMPANY AND APPROVE THE FISCAL YEAR EXPENDITURE NOT TO EXCEED TWO HUNDERD AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($ 250,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-Traffic Calming Devices
RESO-Traffic Calming Devices
Exhibit A-Tabulation and Bid Forms Received
Exhibit B-ITB-2023-11-002 Village-Wide Traffic Calming Devices
Exhibit B1-Eligible Segments & Recommendations
Exhibit C1-V&G Final Bid Package
Exhibit C2-H&R Paving Final Bid Package
Exhibit D-Recommendation

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Rick Marano, Village Manager

Re: Village-Wide Traffic Calming Installation Devices ITB# 2023-11-002

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAID COMPANY AND APPROVE THE FISCAL YEAR EXPENDITURE NOT TO EXCEED TWO HUNDERD AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($ 250,000.00); AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

To abide by the traffic study conducted to lower the speeds throughout the Village and to protect its citizens of high-speed vehicle traffic. The Village is seeking experienced contractors to be able to construct permanent humps, remove/relocate temporary humps, add signage where needed and bollards if necessary. The Village on an annual basis assigns a budget for “Traffic Calming”. This fiscal year budget is $ 250,000.00 and cannot be exceeded. Location of streets will be dictated by the Public Service Department based on the traffic study obtained and the requests from residents of Palmetto Bay.

RECOMMENDATION:

Administration recommends the approval for the selection of V & G Construction Solutions, Corp. and enter into a contract with said Company to comply with the needs of the residents to keep safe from vehicle traffic.

FISCAL IMPACT:

The 2022-2023 fiscal budget assigned $ 250,000.00

Attachments:

A. Tabulation and Bid Forms Received
B. ITB# 2023-11-002 Village-Wide Traffic Calming Installation Devices
B-1 Eligible Segments and Recommendations (FY 2022-2023)
C. Bids Received
    1. V & G Construction Solutions Corp.
    2. H & R Paving, Inc.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING V & G CONSTRUCTION SOLUTIONS, CORP. FOR THE INSTALLATION OF TRAFFIC CALMING DEVICES THROUGHOUT THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH SAID COMPANY AND APPROVE THE FISCAL YEAR EXPENDITURE NOT TO EXCEED TWO HUNDERD AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($ 250,000.00); AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, in order to maintain safe vehicular traffic through the Village streets and abiding by the traffic study conducted by Marlin Engineering, Inc. and the requests for calming devices to be installed by concerned residents , and

WHEREAS, the Village published an Invitation to Bid (ITB) # 2023-11-002 " Village-Wide Traffic Calming Installation Devices" on December 1st, 2022, and

WHEREAS, the Village received a total of (2) bids on December 19th, 2022; and

WHEREAS, V & G Construction Solutions, Corp. was the lowest, most responsive responsible bidder; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to execute a contract with V & G Construction Solutions, Corp., for three (3) years with a mutual option to extend annually, not to exceed five (5) consecutive years and contract amount shall be based on each year's fiscal appropriation approval.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 9th day of January 2023.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

H & R Paving, Inc.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects per project per task. After award, the Village reserves the right to modify quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
1	Mobilization	1	LS	17,500.00 (A)	17,500.00 (A)
2	Maintenance of Traffic	1	LS	17,500.00 (A)	17,500.00 (A)
3	Removal/Relocate Existing Temporary Hump	1	EA	750.00	750.00
4	Install New Speed Hump	1	EA	7,550.00	7550.00
5	Speed Hump Approach Signage	1	EA	900.00	900.00
6	Striping	1	EA	1,280.00	1280.00
7	Install Bollards w/ 8" Butyl Pad	1	EA	850.00	850.00
8	Asphalt Repairs	1	SF	25.00	25.00

- **When submitting the bid package, please but "Bid Form" on top.**

Continued Next Page

Village of Palmetto Bay

Tabulation -- ITB# 2023-11-002
Village-Wide Traffic Calming Installation
Bid Open Date: December 19th, 2022 at 3:00pm

			V & G Construction Solutions Corp.	H & R Paving, Inc.
Bid Item Desciption	*Estimated Quantity*	*Unit*	*Unit Price*	*Unit Price*
Mobilization	1	LS	$ 1,500.00	$ 12,500.00
Maintenance of Traffic	1	LS	$ 1,100.00	$ 12,500.00
Removal/Relocate Existing Temporary Hump	1	EA	$ 1,705.00	$ 750.00
Install New Speed Hump	1	EA	$ 5,200.00	$ 7,550.00
Speed Hump Approach Signage	1	EA	$ 650.00	$ 900.00
Striping	1	EA	$ 4,000.00	$ 1,280.00
Install Bollards w/ 8" Butyl Pad	1	EA	$ 350.00	$ 850.00
Asphalt Repairs	1	SF	$ 7.00	$ 25.00

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: December 1, 2022

Publication(s): Daily Business Review

V & C Construction Solutions

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects per project per task. After award, the Village reserves the right to modify quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
1	Mobilization	1	LS	$1,500.00	$1,500.00
2	Maintenance of Traffic	1	LS	$1,100.00	$1,100.00
3	Removal/Relocate Existing Temporary Hump	1	EA	$1,705.00	$1,705.00
4	Install New Speed Hump	1	EA	$5,200.00	$5,200.00
5	Speed Hump Approach Signage	1	EA	$650.00	$650.00
6 *	Striping	1	EA	$4,000.00	$4,000.00
7	Install Bollards w/ 8" Butyl Pad	1	EA	$350.00	$350.00
8	Asphalt Repairs	1	SF	$7.00	$7.00

- **When submitting the bid package, please but "Bid Form" on top.**

* INCLUDES TEMPORARY STRIPING (PAINT) & THERMOPLASTIC

Continued Next Page

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

VILLAGE-WIDE TRAFFIC CALMING INSTALLATION DEVICES

ITB NO.:

2023-11-002

DUE DATE:

Monday, December 19TH 2022 **on or before 3:00 p.m. EST**
Municipal Building

ISSUED: Thursday, December 1st 2022

CONTACT PERSONS:

Director of Public Services
Dio Torres
Village of Palmetto Bay
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office – Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
No. 2023-11-002

VILLAGEWIDE TRAFFIC CALMING INSTALLATION DEVICES

The Village of Palmetto Bay, Florida is soliciting bids to install speed humps in designated areas based on the Village's traffic study that was conducted. All contractors shall need to abide by the regulations set forth by the Florida Department of Transportation. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Monday the 19th day of December, 2022** (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

Bid documents may be obtained on or after **Thursday, December 1st, 2022**. The bid documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's under the tab "Business". If you cannot locate or download the documents, please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
Village-Wide Traffic Calming Installation Devices (the "Project")

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To abide by the traffic study conducted to lower the speeds throughout the Village and to protect its citizens of high-speed vehicle traffic. The Village is seeking experienced contractors to be able to construct permanent humps, remove/relocate temporary humps, add signage where needed and bollards if necessary. The Village on an annual basis assigns a budget for "Traffic Calming". This fiscal year budget is $ 250,000.00 and cannot be exceeded. Location of streets will be dictated by the Public Service Department based on the traffic study obtained and the requests from residents of Palmetto Bay. A 5% bid bond is needed to accompany the bid.

The term of this Invitation to Bid (ITB) is three years (3) with an option to renew for two (2) years based on the sole decision of the Village in agreement with the contractor. The cost for this program will be determined on an annual basis and approved by Village Council.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Bids

3.00 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the Invitation to Bid (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Company acknowledges agreement with and acceptance of all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Bid the Owner determines is in the best interests of the Village.

3.01 Errors and Omissions in ITB

Companies are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the Bidder's review of the Bidding Documents. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

Examination of Site

3.01.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and have undertaken the responsibility to determine, within the scope of Bidder's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Bidder's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that Bidder is not responsible for the design of the Project; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examine the Project Site to its full satisfaction, including any existing work or improvements in place, and have determined that the same are fit and proper to receive the Work in their present condition and Bidder waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by Owner and Engineer; (d) familiarize himself with federal, state and local laws,

ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) study and carefully correlate Bidder's observations with the Contract Documents; and (f) at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Bid, each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.01.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

3.01.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Conditions Drawings.

3.01.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of the Contract Documents and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.02 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings within seventy-two (72) hours

of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims associated therewith on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation. Replies will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents.

Inquires must be received by, Tuesday, December 13th, 2022, no later than 3:00pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the ITB. Notwithstanding this provision, the company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. Each respondent should acknowledge receipt of any addenda by indicating same in their bid submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

3.04 Proposal Withdrawal and Opening

A Company may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. All bids will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the bid.

3.05 Revision of Bids

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bids, or bid procedure;
- Reject any or all submittals;
- Reissue an Invitation to Bid; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Company to observe any provision of this ITB.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential vendor, service provider, bidder, lobbyist, or company and the Procurement Specialist named herein regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this ITB.

Companies are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company's own risk.

3.10 Certification

The signer of this Invitation to Bid (ITB) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Veterans Preference

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 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.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon Village's notification of award, the Company shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Company liability insurance - $1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Service Office, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.16 Submittal of One Bid Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-bid or from quoting prices to other companies submitting bids.

3.17 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Company. This page shall then be attached to these documents and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Company to comply with the particular term and/or condition of the bid to which the Company took exception. Failure to comply may be cause for rejection of the bid.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

3.21 Liquidated Damages
Provisions for liquidated damages are set forth in the Contract.

3.22 Litigation
All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.23 Sub-contractors
If any Company submitting a bid intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder and the Bid Security of that Bidder shall be forfeited. Any Subcontractor, other person or organization so listed and to whom Owner or Engineer

does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable to Owner and Engineer. Failure to provide the "List of Subcontractors" shall result in the Bid being deemed non-responsive.

In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

3.24 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this bid and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.25 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and highest grade workmanship.

3.25.1 Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Project Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Project Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered

by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05, 6.05.A and 6.05.B of the General Conditions which may be supplemented in the Supplementary Conditions.

3.26 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.27 Force Majeure

The performance of any act by the Village or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

3.28 Work Delays

Should the Company be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Company. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

3.29 Bid Guaranty

Bid must be accompanied by a bid guaranty in the form of a certified bank check (payable to the Village of Palmetto Bay) or a Bid Bond (form attached) in the amount of not less than five percent (5%) of the total amount of the bid, issued by a properly licensed surety company. For contracts not exceeding $50,000.00 a bid guaranty is not required.

The Bid Guaranty of the Successful Company will be retained until such company has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful company fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Intent to Award, Village may annul the Notice of Intent to Award and the Bid Security of that Bidder shall be forfeited. The Bid Security of any Bidder whom Village believes to have a reasonable chance of receiving the award may be retained by Village until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Village to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid Security of other Bidders will be returned immediately after Contract execution.

3.30 PERFORMANCE AND MAINTENANCE BONDS

Within ten (10) days of the award of contract, the Contractor shall provide the following surety bonds, each in the amount of one hundred percent (100%) of the contract price, and issued by a properly licensed surety company, listed in the current issue of the Federal Register published by the Department of the Treasury, acceptable to the Village of Palmetto Bay. The bonds should provide that the surety's liability will be co-extensive with the Contractor's liability, and should contain a provision that the surety waives notice of changes to the contract, including, but not limited to, changes in the times for performance. For contracts not exceeding $50,000.00 a performance and maintenance bonds are not required.

a. A Performance and One-Year Warranty Bond covering the faithful performance of the contract and a one-year warranty on labor from the date of final acceptance of the work.

b. A Labor Payment Bond

3.31 VETERAN'S PREFERENCE FOR SMALL BUSINESS

In order to obtain an additional 10 pts during the examination process, a Veteran-Owned Small Businesses Preference Form" shall be submitted with the bid, along with all documentation required by the form, and statutory requirements and documentation must be met by the bid due date.

(End of Section)

SECTION 4.0: Scope of Services

(Speed Humps Standards)

1. Speed humps will be used only on streets with no more than two travel lanes. Speed humps will be placed at distances that are approximately 350 feet from any intersection and at property lines.

2. Speed humps will only be considered for use on streets with grades of eight percent (8%) or less approaching the hump.

3. Speed humps will not be placed within severe sharp horizontal or vertical curves that might result in substantial lateral or vertical forces on a vehicle traveling over the hump. Humps will be avoided within horizontal curves of less than 300 feet centerline radius and on vertical curves with less than the minimum safe stopping distance. If possible, humps will be located on tangent rather than curve sections.

4. Speed humps will generally be installed only where the minimum safe stopping sight distance can be provided, as defined by the American Association of State Highway and Transportation Officials in "A Policy on Geometric Design of Highways and Streets".

5. Speed humps will be installed only on streets where the posted speed limit is 35 mph or less.

(Construction Standards)

1. The speed hump shall be twenty-four (24) feet in length for the width of the roadway (typically twenty-four (24) feet), with the following characteristics:

   a. Height of three (3) inches
   b. Twelve (12) foot flap top
   c. Six (6) foot transitions on both the near and far sides
   d. Eighteen (18) inch transitions on both curb sides

2. Key cut twenty-four (24) inches on both the near and far sides with twelve (12) inches next to speed hump and twelve (12) inches underneath, for a depth of one and a half (1 ½) inches.

3. Key cut twelve (12) inches on both curb side edges, underneath the speed hump, for a depth of one and a half (1 ½) inches.

4. Pavement marking shall be in accordance with the (Manual on Uniform Traffic Control Devices (MUTCD) Figure 3-B-30 Option "A").

   a. For each direction of travel, install two (2) Chevrons, one (1) foot white pavement marking, spaced one (1) foot apart for a length of six (6) feet centered on the travel lane, placed on the transition only.

   b. Six (6) inch white thermoplastic edge line to be replaced along side of the speed hump, if this edge line previously existed.

   c. Centerline to be replaced, if needed with:

   - Either a six (6) inch single yellow in thermoplastic as a ten (10)/ thirty (30) skip line; or
   - Six (6) inch double yellow solid line in thermoplastic.

(Other Information)

1. All speed humps shall be installed in two (2) lifts of S3 asphalt.

2. Tack coat to be applied prior to laying the S3 asphalt.

3. An approved Maintenance of Traffic Plan shall be established for each speed hump installation and communicated in advance to the Village.

4. Installation shall follow the FDOT Standards Specification for Roads and Bridge Construction 2010.

5. Signs should be located approximately 100 feet before the speed hump to warn drivers.

6. Bollards, if installed, shall have reflective tape to meet or exceed the following:

- Flexible Delineator Post with Base – 36", Yellow, plastic post springs back upright after impact with 3" reflective bands for visibility. Adhere to the pavement with 8" Butyl Pad, sold separately by Uline.

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects per project per task. After award, the Village reserves the right to modify quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Removal/Relocate Existing Temporary Hump	1	EA		
4	Install New Speed Hump	1	EA		
5	Speed Hump Approach Signage	1	EA		
6	Striping	1	EA		
7	Install Bollards w/ 8" Butyl Pad	1	EA		
8	Asphalt Repairs	1	SF		

- **When submitting the bid package, please but "Bid Form" on top.**

Continued Next Page

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.					
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission**.

END OF SECTION

SECTION 5

5.00 Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original, one (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST December 19th, 2022.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section*:**

Introduction letter with contact information
Years in Business
Lead team information
Section 8 (Required Proposal Forms)
Bid Form
5% Bid Bond
Trench Safety Acknowledgement
Addendum Acknowledgement
E-Verify Affidavit
Veterans Preference

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non- responsive.

END OF SECTION

SECTION 6.0: Evaluation and Selection Criteria

6.00 Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the contract is subject to Village Council approval. Other aspects of approval are if the Bidder has the experience, capability, necessary facilities, and financial resources to complete the contract in a satisfactory manner within the required time.

Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their score.

END OF SECTION

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Thursday, December 1st, 2022	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Tuesday, December 13th, 2022	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm
Proposal Submission Date	Monday, December 19th, 2022	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm

7.01 Contract Award

A. Bid Retention and Award

The Village reserves the right to retain all bids for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any bid, to reject any or all bids, to reject or delete one part of the bid and accept the other, except to the extent that bids are qualified by specific limitations.

B. **Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Company to whom award is made (Contractor) shall execute a written contract with the Village after notice of the award has been sent by mail to the address reflected on the bid. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

"Continued on Next Page"

D. Insurance Requirements.
The Company shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.
The Company must have a valid Florida issued business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.
The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.
The contract term commences after the contract has been fully executed and a notice to proceed is generated and delivered to the contractor. The Contract shall be in place for three (3) years with an option to renew for two (2) years with the approval of the Village and concurrence from the contractor.

END OF SECTION

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date:_____

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work:

_____
_____
_____
_____
_____

Length of Contract: _____
Would you enter into a contract with the Company in the future? ____ Yes ____No
Were the services provided acceptable and of quality standards: ____ Yes ____ No
Was the Company responsive to your requests and resourceful with the task? ____ Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted
services? ____ Yes ____ No
If you responded no to any of the above please provide details:

_____
_____
_____
_____

Comments:

_____
_____
_____
_____
_____
_____
_____

Name of Public Entity/Company:

_____

Name of Individual completing this form:

_____

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____
(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. 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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, 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, ore 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.

5. 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____

(print individual's name and title)

for:

_____

(print name of entity submitting sworn statement)

whose business address is:_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, 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.

Continued on next page.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY *I* BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (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 Bidder or Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____

Federal Employer Identification Number (If none, Social Security Number)

_____

Continued on next page

Name of Entity, Individual, Partners or Corporation

_____

Doing Business As (If same as above, leave blank)

_____

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

   Full Legal Name Address Ownership

   _____%

   _____%

   _____%

2. The full legal names and business address of any other individual (other than sub-contractors, 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:

   _____

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We_____ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# **2023-11-002**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date:_____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ____
   b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____

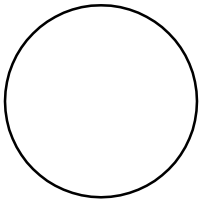
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

CONTINUED ON FOLLOWING PAGE



Signed and sworn to (or affirmed) before me, this the_____day of_____, 20____.

My Commission Expires: _____

_____

Seal Notary Public

NHCS – E-Verify 081815

VETERANS' PREFERENCE CERTIFICATION

Date: _____ Name: _____ Section. If If you seek Veterans' Preference, please "check" the appropriate box, and provide this form and documentation of your status along with your bid/proposal. I certify that I am qualified to claim Veterans' Preference under the category checked below:

(a) A disabled veteran:

_____1. Who has served on active duty in any branch of the United States Armed Forces, has received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public administered by the United States Department of Veterans Affairs; or

_____2. Who is receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

_____(b) The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

_____(c) A wartime veteran as defined in s. 1.01(14), who has served at least 1 day during a wartime period. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____(d) The un-remarried widow or widower of a veteran who died of a service-connected disability.

_____(e) The mother, father, legal guardian, or un-remarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

_____(f) A veteran as defined in s. 1.01(14), F.S. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____(g) A current member of any reserve component of the United States Armed Forces or the Florida National Guard. If so, please attach FDVA form VP2, signed by your immediate military supervisor, to document your status.

Please submit this certification with your proposal/bid. To receive Veterans' Preference this, form and documentation to prove your status must be received with your proposal. Questions regarding this form can be addressed to: LPittser@Palmettobay-fl.gov.

This statement is true to the best of my knowledge and belief.

By_____

Printed Name _____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

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 on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Village-Wide Traffic Calming Installation Devices**
ITB No. 2023-11-002 in accordance with Contract Documents as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contact and return to our office within ten (10) consecutive days for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from _____.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Village-Wide Traffic Calming Installation Devices**
ITB No. 2023-11-002 in accordance with Contract Documents as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20___. Completion date shall be _____, 20___.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

By: _____
Litsy C. Pittser, Procurement Specialist

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of _____ Dollars ($_____), 5% of base bid, according to the provisions and conditions of the bid/specifications package for Village-Wide Traffic Calming Installation Devices (ITB No. 2023-11-002).

Company:
_____

Name:
_____

Signature:
_____

Title/Position:
_____

TO THE VILLAGE OF PALMETTO BAY:

That we, _____ , as Principal, and _____, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of _____Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

Continued on next page

SIGNED, SEALED AND DATED THIS _____ DAY OF_____ ,20___ .

Federal Tax I.D.# _____

CONTRACTOR License I.D.#: _____

Principal _____ Surety _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____(hereinafter called the Principal), and _____(hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of _____with its principal offices in the Village of and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of _____Dollars ($_____), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Village-Wide Traffic Calming Installation Devices

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the

Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said _____, as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____, under its corporate seal, this _____ day of _____, and attested by its _____, A.D., 20___.

ATTEST:

_____

_____ By:
_____(Title)
(Principal)

ATTEST:

_____

_____ By: _____
(Surety) Attorney-in-Fact

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

PERFORMANCE BOND

PROJECT TITLE: Village-Wide Traffic Calming Installation Devices
CONTRACTOR:
CONTRACT NO: 2023-11-002
CONTRACT DATED:

STATE OF §_____
§_____

__
COUNTY OF
§_____

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, _____ _____Of the Village of _____, County of _____, and State of _____, as Principal, and _____, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the _____ day of _____, 20____, for the construction of the **Village-Wide Traffic Calming Installation Devices**, which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if

Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive,

responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____	Witness: _____
Address: _____	Address: _____
Principal	Surety
By: _____	By: _____
Name:_____	
Name:_____ (Print)	
Title: _____	Title:
_____	
Address: _____	Address:
_____	
_____	_____

Continued on next page

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone: _____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: Village-Wide Traffic Calming Installation Devices
CONTRACTOR:
CONTRACT NO: 2023-11-002
CONTRACT DATED:

STATE OF § FLORIDA

COUNTY OF §__MIAMI-DADE

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we _____, of the Village of _____ , County of _____, State of _____, as Principal, and _____, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $_____ for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the **Village-Wide Traffic Calming Installation Devices**, the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and Attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

Continued on next page

DATED on _____, 20_____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____	Witness: _____
Address: _____	Address: _____
Principal	Surety
By: _____	By: _____
Name:_____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

The name and address of the Resident Agent for service of process on Surety is:

Name: _____

Address: _____

Phone:

CONTRACTOR'S Affidavit and Partial Release

Owner: Village of Palmetto Bay
Project: **Village-Wide Traffic Calming Installation Devices**

Invitation to Bid#: 2023-11-002

Date:_____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20___, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.

2. The Contractor for and in consideration of payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner through the above date.

3. The Contractor, by authorization and for the Contractor, further releases and forever Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner, including all change orders thereto, either oral or written and any and all claims demands, and liens of any kind, nature and character whatsoever.

4. All persons, entities, Potential Lienors (subcontractor, sub-subcontractors suppliers, laborers and materialmen) and claimants who furnished material, labor and/or services for the Project have been paid for work completed through the above date.

5. This Affidavit and Partial Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the undersigned expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they

have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract through the above date.

6. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all work performed on the Project through the above date in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____
_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

CONTRACTOR'S Affidavit and Final Release

Owner: Village of Palmetto Bay
Project: **Village-Wide Traffic Calming Installation Devices**

ITB# 2023-11-002

Date:_____

STATE OF FLORIDA,
COUNTY OF DADE:

On this _____ day of _____, 20___, the undersigned affiant personally appeared before me and, after first being duly sworn, deposes and says:

1. The undersigned is the duly authorized representative of _____ doing business in the State of Florida, hereafter called Contractor.

2. The Contractor for and in consideration of final payment to the Contractor in the amount of $_____, and all other previous payments paid by Owner to Contractor, does hereby for and on behalf of Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for Work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises or property owned by Owner.

3. The Contractor, by authorization and for the Contractor, further releases and forever discharges Owner, Engineer and the Project from any and all obligations arising out of the Contractor's Contract with the Owner for Work at the Project, including all change orders thereto, either oral or written, and any and all claims, demands, and liens of any kind, nature and character whatsoever.

4. All work performed under the Contract with Owner on the Project has been fully completed and that all persons, entities, Potential Lienors (subcontractors, sub-subcontractors, suppliers, laborers and materialmen) and other claimants who furnished material, labor and/or services for the Project have been paid in full.

5. This Affidavit and Final Release is made by the Contractor with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Contractor expressly agrees to indemnify and save Owner, Engineer, and the Project harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of any claim by laborers, subcontractors, sub-subcontractors, materialmen, Potential Lienors or other claimants who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the Work performed under the Contract at the Project.

6. The Contractor warrants that in connection with the Work performed on the Project, there are no outstanding contractors' liens affecting the Project, that all amounts due and payable with respect to the Work performed by the Contractor (including Social Security, Unemployment, Insurance, Sales, Use and any other taxes), Union dues, and fringe benefits to employees, if any, have been duly paid to date and/or are included in the application for final payment. The Contractor further warrants that waivers of lien have been obtained from all Contractors, subcontractors, sub-subcontractors, suppliers, laborers and materialmen with respect to all Work performed on the Project in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida.

_____(Seal)
Contractor

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

Owner: Village of Palmetto Bay
Project: **Village-Wide Traffic Calming Installation Devices**

Invitation to Bid#: 2023-11-002

Date: _____

WHEREAS, the Undersigned _____ in consideration of payment in the amount of $_____ which is hereby acknowledged, does waive, release and relinquish its right to claim a lien or liens for work performed and/or materials furnished to the Owner on the Project through the above date. In addition, Undersigned does waive, release and relinquish its right to claim against the Payment Bond of Contractor. This Waiver and Release of Lien Upon Progress Payment is given pursuant to Section 713.20(3) of the Construction Lien law.

The Undersigned expressly agrees to indemnify and save Owner and the Project harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of any claims by any claimant who might claim that they have not been paid for services or material furnished by or through the Undersigned for the Project through the above date.

Company: _____(Seal)

Print: _____

By: _____

Print: _____

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

WAIVER AND FINAL RELEASE OF LIEN

Owner: Village of Palmetto Bay
Project: **Village-Wide Traffic Calming Installation Devices**

Invitation to Bid#: 2023-11-002
Date: _____

The Undersigned _____, for and in consideration of the final payment in the sum of $_____, hereby acknowledges receipt of final payment and all previous payments paid to Undersigned. In consideration of the payments received as set forth above, the undersigned hereby:

1. Represents that all work to be performed by Undersigned for the Project has been fully completed and that all persons, entities, lienors and claimants who furnished material, labor and/or services incident to the completion of said work and through the Undersigned have been paid in full.

2. Does waive, release, remise and relinquish its right to claim, demand, or impose a lien or liens or make any claim against the Payment Bond of the Contractor, for work done or materials and/or services furnished on any of the premises or property owned by the Owner.

3. Warrants that the work performed by the Undersigned on the Project (including the work performed by any person or company working through the Undersigned) is and shall be lien free, and that any person or company hired by the Undersigned does not have, nor shall have, any right to place any contractors' lien or other lien, bond, claim or other encumbrance on the Project or the property of the Owner.

4. States that this Final Release of Lien is made by the Undersigned with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to Owner under said applicable laws, the Undersigned expressly agrees to indemnify and hold the Owner harmless from any and all costs and expenses, including reasonable attorney's fees, arising out of claims by any laborers, subcontractors, sub-subcontractors, materialmen, lienors or other claimants who might claim that they have not been paid for services or material furnished by or through Undersigned in connection with the work performed on the Project.

Continued on next page

Company:_____(Seal)

_____
Print Name

By:_____

_____
Print Name

State of Florida,
County of Dade:

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____. He/she took an oath, and is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

_____
Print Name of Notary Public

END OF SECTION

SECTION 10.0: Exhibits

Contract for: Village-Wide Traffic Calming Installation Devices

Between the Village of Palmetto Bay, Florida and _____

THIS Contract is made and entered into as of the _____day of _____ 20_____, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and_____., (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised an Invitation to Bid ("ITB") on_____; and

WHEREAS, the Company submitted a Proposal dated_____, in response to ITB# 2023-11-002; and

WHEREAS, the Village Council, at a meeting held on _____, accepted the Company to provide Village-Wide traffic calming installation devices, relocation/removal of temporary humps and installing signage where necessary and the Bid Sheet submitted by the Company in response to the ITB (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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1. Exhibits
2. Scope of Work
3. Qualifications
4. Term/Construction Schedule
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24. Company Non-Discrimination
25. Federal and State Tax
26. Public Records
27. Severability
28. E-Verify

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

A. This Contract
B. (i) ITB# 2023-11-002 issued by the Village
C. (ii) Bid Sheet submitted by the Company showing breakdown of costs.

Article 2. Scope of Work

1. The Work is generally described as follows:

To install, remove, replace, sign and stripe speed humps to possibly include bollards where recommended. Based on assigned streets recommended by the traffic calming study and approved requests by the Village residents.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with ITB# 2023-11-002. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village. The Village shall receive copies of all warranties before the start of the Work.

3.The Company represents and warrants to the Village that: (1) it possesses all qualifications, licenses and expertise required for the performance of the Work (2) it is not delinquent in the payment of any sums due the Village: (3) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (4) the Work will be performed in the manner described on ITB# 2023-11-002.

4.The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guaranty the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of the Proposal. In the event that, after awarding the Contract, any dispute arises as a result of any

actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

Article 3. **Qualifications**

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami -Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Project Manager for the Company is_____.

Article 4. **Term/Construction Schedule**

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

(A) The Construction Schedule is the following: After the issuance of the Notice to Proceed, the Company shall preform their work based on the streets assigned under the direction of the Public Service Director throughout the fiscal year 2022-2023.

Article 5. Contract Price

(A) The Contract price shall include all Work necessary for the proper execution and completion of the Project. The Village has an assigned budget of $ 250,000.00 that cannot be exceeded thought the fiscal year 2022-2023.

(B) The Company shall abide on a yearly basis with the established fiscal budget for this program approved by the Village Council and shall not exceed it. The Village has the right to not participate on any given year if funds are not approved by the Village Council.

(C) The schedule for payments shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Public Service Department, 9495 SW 180th Street, Palmetto Bay, Florida 33157. Only work that has been signed off as completed by the Village shall be eligible for payment.

Article 6. Construction Supervision/Reports

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Dio Torres, the Director of Public Service. The Villages' assigned Project Manager is Dio Torres, Director of Public Service.

(B) The Construction Manager for the Company is _____ (name and contact information). The Construction Manager shall supervise and direct the Work using his best skill and attention. The Construction Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

Article 7 Notices

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery or by Federal Express addressed to the Parties at the following address:

Village:	Company:
Nick Marano	Owner/Principal
Village Manager	Title
Village of Palmetto Bay	Company Name
9705 E. Hibiscus Street	Address1
Palmetto Bay, FL 33157	Address2

Article 8 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B.Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

C Liquidated Damages.

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (l0) days of written demand by the Village.

Article 9 Indemnification

A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.

B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 10 Insurance/Bonds

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions of liability--$1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such

deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

(B) Performance and Payment Bonds – must be received before Notice to Proceed is issued.

Article 11 Modification Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 12 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 13 Waiver

The failure of either Party 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 Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 14. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 15 Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 16 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 17 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 18 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 19 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the

Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 20 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 21 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

Article 22 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

Article 23 Immigration Act of 1986

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 24 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 25 Federal and StateTax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing

such materials The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.\

Article 26 Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259- 1234. Further information on Section 119, F.S. can be found https:// www.flsenate.gov/Laws/Statutes/2020/0119.0701.

Article 27 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 28 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information form the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company Name)

_____	_____
Nick Marano, Village Manager	Owner/Principal, Title

Attest:

_____

Missy Arocha

Village Clerk

APPROVED AS
TO FORM

_____

Village Attorney
John C. Dellagloria

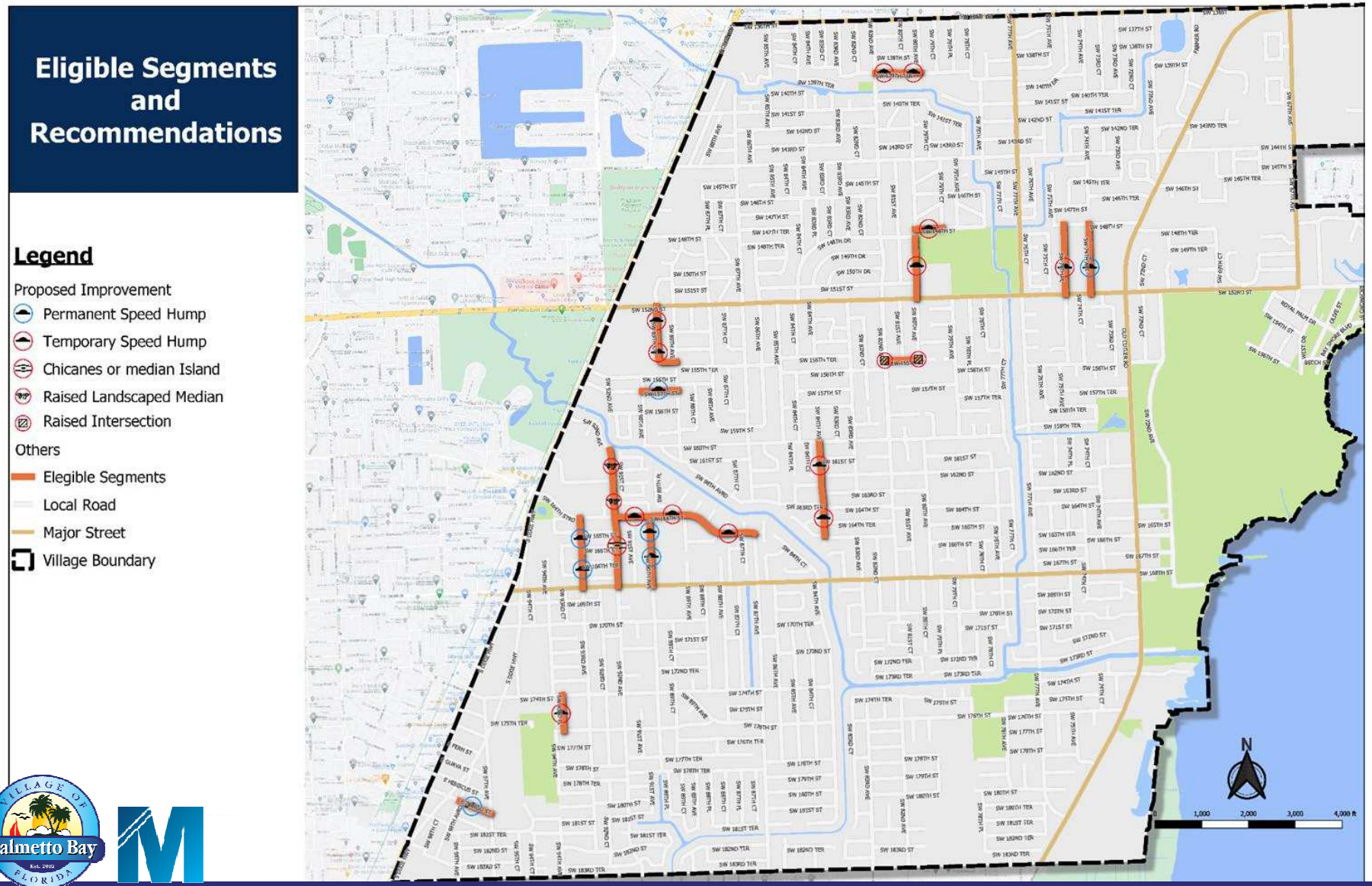
Eligible Segments and Recommendations for Fiscal Year 2022-2023

(.pdf file attachment)

Eligible Segments and Recommendations

Street Name	Segment	Proposed Traffic Calming Devices	Number of Devices
SW 139 Terrace	SW 80 Avenue to SW 82 Avenue	Temporary Speed Hump	2
SW 80 Avenue	SW 152 Street to SW 151 Street	Temporary Speed Hump	1
SW 90 Avenue	SW 164 Street to SW 168 Street	Permanent Speed Hump	2
SW 157 Street	SW 90 Avenue to SW 89 Avenue	Permanent Speed Hump	1
SW 74 Avenue	SW 152 St to SW 148 Street	Permanent Speed Hump	2
Indigo Street	SW 98 Avenue to SW 97 Avenue	Permanent Speed Hump	1
SW 93 Avenue	SW 168 Street to SW 164 Street	Permanent Speed Hump	2
SW 84 Avenue	SW 165 Terrace to SW 160 Street	Temporary Speed Hump	2
SW 74 Place	SW 152 Street to SW 148 Street	Temporary Speed Hump	2
SW 148 Street	SW 80 Avenue to SW 79 Court	Temporary Speed Hump	1
SW 93 Place	SW 176 Street to SW 174 Street	Temporary Speed Hump	1
SW 164 Street	SW 92 Avenue to SW 87 Avenue	Temporary Speed Hump	2
SW 155 Street	SW 82 Avenue to SW 80 Avenue	Raised Intersections	2
SW 92 Avenue	SW 160 Street to SW 164 Street	Landscaped medians	2
SW 92 Avenue	SW 164 Street to SW 168 Street	Chicanes or Median islands	1
SW 89 Court	SW 155 Street to SW 152 Street	Temporary Speed Hump	2

Eligible Segments and Recommendations



4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects per project per task. After award, the Village reserves the right to modify quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
1	Mobilization	1	LS	$1,500.00	$1,500.00
2	Maintenance of Traffic	1	LS	$1,100.00	$1,100.00
3	Removal/Relocate Existing Temporary Hump	1	EA	$1,705.00	$1,705.00
4	Install New Speed Hump	1	EA	$5,200.00	$5,200.00
5	Speed Hump Approach Signage	1	EA	$650.00	$650.00
6 *	Striping	1	EA	$4,000.00	$4,000.00
7	Install Bollards w/ 8" Butyl Pad	1	EA	$350.00	$350.00
8	Asphalt Repairs	1	SF	$7.00	$7.00

- **When submitting the bid package, please but "Bid Form" on top.**

* INCLUDES TEMPORARY STRIPING (PAINT) & THERMOPLASTIC

Continued Next Page

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.					
B.					
C.					

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission.**

* NOT APPLICABLE NO TRENCHING WILL BE PERFORMED

END OF SECTION

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
SIGNS, PAVEMENT MARKING, AND BOLLARDS	GLOBAL STRIPING, LLC	3401 SW 36th CT WEST PARK, FL 33023	954.665.1070

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

GUILLERMO VILLANUEVA being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
V&G CONSTRUCTION SOLUTIONS, CORP. the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this Dec. 19th day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Fausto E. Guerrero
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Notary Public State of Florida
Fausto E Guerrero
My Commission HH 021937
Expires 07/21/2024

FAUSTO E. GUERRERO
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By GUILLERMO VILLANUEVA

For V&G CONSTRUCTION SOLUTIONS, CORP.

Whose business address is: 9183 SW 152 PATH, MIAMI, FL 33196

And (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. 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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, 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, ore 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.

5. 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of miami - dade

On this December 19th day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo E. Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal Fausto E. Guerrero

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Fausto E Guerrero
My Commission HH 021937
Expires 07/21/2024

NOTARY PUBLIC
SEAL OF OFFICE:
Fausto E. Guerrero
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: GUILLERMO VILLANUEVA

(print individual's name and title)

for: V8G CONSTRUCTION SOLUTIONS, CORP.

(print name of entity submitting sworn statement)

whose business address is: 9183 SW 152 PATH, MIAMI, FL 33196

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-2898216

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, 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.

Continued on next page.

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

ACKNOWLEDGMENT

State of Florida

County of miami-dade

On this December 19th day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo E. Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Fausto E Guerrero
My Commission HH 021937
Expires 07/21/2024

NOTARY PUBLIC
SEAL OF OFFICE:

Fausto E. Guerrero

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY *I* BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (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 Bidder or Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, GUILLERMO VILLANUEVA being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

85 – 289 8216

Federal Employer Identification Number (If none, Social Security Number)

V&G CONSTRUCTION SOLUTIONS, CORP.

Continued on next page

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

9183 SW 152 PATH, MIAMI, FL 33196

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

Full Legal Name	Address	Ownership
MARCO GARCIA	9183 SW 152 PATH MIAMI, FL 33196	25 %
GUILLERMO VILLANUEVA	12845 SW 82 PLACE PINECREST FL, 33156	25
EDNA RIVERA		25 %
MARIA GARCIA	9183 SW 152 PATH MIAMI, FL 33196	25 %

2. The full legal names and business address of any other individual (other than sub-contractors, 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:

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

ACKNOWLEDGMENT

State of Florida

County of miami - Dade

On this December 19th day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo E. Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal Fausto E. Guerrero

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Fausto E Guerrero
My Commission HH 021937
Expires 07/21/2024

NOTARY PUBLIC
SEAL OF OFFICE:
Fausto E. Guerrero
(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We V8G CONSTRUCTION SOLUTIONS, CORP. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____, ITB# **2023-11-002**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : GLOBAL STRIPING, LLC
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V8G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

Attest: _____

Print Name: Maria Rojas

Attest: Maria V. Garcia O.

Print Name: MARIA VICTORIA GARCIA OGUEDO

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this December 19th day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared Guillermo E. Villanueva and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Fausto E Guerrero
My Commission HH 021937
Expires 07/21/2024

Continued on next page



NOTARY PUBLIC
SEAL OF OFFICE:

Fausto E. Guerrero

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 12/16/2022 at 4:48 P.M.
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): GUILLERMO VILLANUEVA

Title: VICE PRESIDENT

Company Name: V&G CONSTRUCTION SOLUTIONS, CORP.

Date: 12/16/2022

E-VERIFY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI- DADE

I, GUILLERMO VILLANUEVA (the individual attesting below), being duly authorized byand on behalf of VBG CONSTRUCTION SOLUTIONS, CORP. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ____
   b. NO X
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 16th day of DECEMBER, 2022

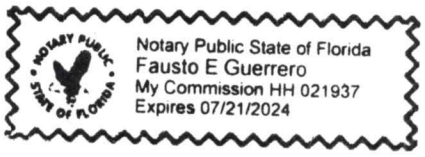
Signature of Affiant

Print or Type Name: GUILLERMO VILLANUEVA

State of Florida

County of miami-dade

CONTINUED ON FOLLOWING PAGE



Signed and sworn to (or affirmed) before me, this the 19th day of December, 2022.

My Commission Expires: HH021937 7/21/24

Notary Public

Seal

NHCS – E-Verify 081815

V&G CONSTRUCTIONS SOLUTIONS, CORP. DOES NOT SEEK VETERANS PREFERENCE

VETERANS' PREFERENCE CERTIFICATION

Date: _____ Name: _____ Section. If
If you seek Veterans' Preference, please "check" the appropriate box, and provide this form and documentation of your status along with your bid/proposal. I certify that I am qualified to claim Veterans' Preference under the category checked below:

(a) A disabled veteran:

_____1. Who has served on active duty in any branch of the United States Armed Forces, has received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public administered by the United States Department of Veterans Affairs; or

_____2. Who is receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

_____(b) The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

_____(c) A wartime veteran as defined in s. 1.01(14), who has served at least 1 day during a wartime period. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____(d) The un-remarried widow or widower of a veteran who died of a service-connected disability.

_____(e) The mother, father, legal guardian, or un-remarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

_____(f) A veteran as defined in s. 1.01(14), F.S. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____(g) A current member of any reserve component of the United States Armed Forces or the Florida National Guard. If so, please attach FDVA form VP2, signed by your immediate military supervisor, to document your status.

Please submit this certification with your proposal/bid. To receive Veterans' Preference this, form and documentation to prove your status must be received with your proposal. Questions regarding this form can be addressed to: LPittser@Palmettobay-fl.gov.

This statement is true to the best of my knowledge and belief.

By_____

Printed Name _____

Executed in 2 Counterparts

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of TWELVE THOUSAND FIVE HUNDRED Dollars ($12,500.00), 5% of base bid, according to the provisions and conditions of the bid/specifications package for Village-Wide Traffic Calming Installation Devices (ITB No. 2023-11-002).

Company:
V&G Construction Solutions, Corp.

Name: GUILLERMO VILLANUEVA

Signature:

Title/Position: VICE PRESIDENT

TO THE VILLAGE OF PALMETTO BAY:

That we, V&G Construction Solutions, Corp., as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as known, hereinafter called Village, in the penal sum of _____ Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

Continued on next page

SIGNED, SEALED AND DATED THIS 19th **DAY OF** December **,20** 22 **.**



Federal Tax I.D.# 85-2898216

CONTRACTOR License I.D.#: CGC 1532398

Principal V&G Construction Solutions, Corp. Surety Western Surety Company

Executed in 2 Counterparts
Bid Bond No. 72516841

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, V&G Construction Solutions, Corp. (hereinafter called the Principal), and Western Surety Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of IL with its principal offices in the Village of and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Percent of Amount Bid---------- Dollars ($----------5%----------), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Village-Wide Traffic Calming Installation Devices
Multiple Locations - Village of Palmetto Bay, Florida

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the

Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said V&G Construction Solutions, Corp., as "Principal" herein has caused these presents to be signed in its name, by its GUILLERMO VILLANUEVA under its corporation seal, and the said Western Surety Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 19th day of December, and attested by its Witnesses, A.D., 20 22.

ATTEST:

_____

_____

_____(Title)

V&G Construction Solutions, Corp.

By: _____

(Principal)

GUILLERMO VILLANUEVA
VICE PRESIDENT

Western Surety Company

ATTEST:

Sophia Golecki

Sophia Golecki

Hieneka Harrington

By: Gloria A. Richards

(Surety) Attorney-in-Fact & FL Lic. Resident Agent

Gloria A. Richards Inquiries: 407-786-7770

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jeffrey W Reich, Susan L Reich, Kim E Niv, Teresa L Durham, Gloria A Richards, Lisa A Roseland, Cheryl A Foley, Robert P O'Linn, Sarah K O'Linn, Emily J Golecki, Individually

of Maitland, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of March, 2021.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 15th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of December .2022

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
VBG CONSTRUCTION SOLUTIONS, CORP.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
9183 SW 152 PATH

Requester's name and address (optional)

City, state, and ZIP code
MIAMI, FL 33196

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
8 5 - 2 8 9 8 2 1 6

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 on page 3.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 12/16/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

ADDENDUM NO. 1

Date: December 13, 2022

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2023-11-002
Village-Wide Traffic Calming Installation Devices

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on December 1st, 2022, and with a bid opening date of December 19th, 2022, with any amendments and/or additions noted below.

Question: Does the Village of Palmetto Bay have an average square foot area for asphalt repairs?

Response: *The local streets are 20' wide, the Village encourages that all Contractors calculate the area based on the measurements stated on the solicitation.*

Thank you,

Litsy C. Pittser
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2023-11-002

Title: Village-Wide Traffic Calming Installation Devices

Name of Contractor VRG CONSTRUCTION SOLUTIONS, CORP.

Date Addendum Received 12/13/2022

Total Pages of Addendum including Acknowledgement 2

Print Name GUILLERMO VILLANUEVA

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: V & G construction Solutions Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Asphalt Pavement and Striping

Length of Contract: one day

Would you enter into a contract with the Company in the future? X Yes ___ No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

If you responded no to any of the above please provide details:

Comments:

Exellent Job, good qualities and professional.

Notary Public State of Florida
Daniel A Quinones
My Commission HH 315382
Expires 9/22/2025

Name of Public Entity/Company:

AC Trench corp CUC 1225798

Name of Individual completing this form:

Ariel Canals / owner.

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: V&G CONSTRUCTION SOLUTIONS CORP

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work:
Covered Bridge Park/ 9,500 sf Furnish and Install Asphalt SP-9.5 0.75-Inch 1 Lift

Length of Contract: 30 days
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

I would highly recommend V&G Construction Solutions Corp to any organization. They have provided the resources and expertise to successfully meet our request on every occasion.

Notary Public State of Florida
Fausto E Guerrero
My Commission HH 021937
Expires 07/21/2024

Name of Public Entity/Company:
M&J CONSULTING GROUP CORP DBA M&J GENERAL CONTRACTORS

Name of Individual completing this form:
CESAR DE LUNA, VP-CGC

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: V&G Construction Solutions, Corp.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Asphalt repairs, sealcoating and striping

Length of Contract: 1 Week

Would you enter into a contract with the Company in the future? ✓ Yes ____ No

Were the services provided acceptable and of quality standards: ✓ Yes ____ No

Was the Company responsive to your requests and resourceful with the task? ✓ Yes ____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ____ No

If you responded no to any of the above please provide details:

Comments:

Highly recommend V&G Construction Solutions, Corp. They provide the resources and expertise to meet the expectations of any project.

Name of Public Entity/Company:
Fairlawns, LLC

Name of Individual completing this form:
Danny Lutzgarten

V&G Construction Solutions, Corp.
9183 SW 152 Path
Miami, Fl 33196

December 19, 2022

Village-Wide Traffic Calming Installation Devices

ITB No.: 2023-11-002

Subject: Introduction Letter

To Whom it may concern,

V&G Construction Solutions, Corp. (V&G) was constituted on September 6th, 2020. Although the company only has two years of experience, two of its partners (resume provided within bid package) combine 20 plus years of experience working on heavy civil projects in the Miami Dade and Broward Counties working for Florida Department of Transportation, Miami Dade County, Broward County, and other local municipalities. The Lead team for this project is Guillermo Villanueva as a Project Manager and Marco Garcia as a Project Superintendent.

Respectfully,

Guillermo Villanueva
Vice President
786-492-9796
gv@vgconsolutions.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILLANUEVA, GUILLERMO EMILIO

V&G CONSTRUCTION SOLUTIONS, CORP
9183 SW 152ND PATH
MIAMI FL 33196

LICENSE NUMBER: CGC1532398

EXPIRATION DATE: AUGUST 31, 2024

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.

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Education:	Master of Engineering – Construction Engineering and Management Texas A&M University, 2005 Bachelor of Science in Civil Engineer - Florida International University, 2002
Professional Registrations:	Professional Engineer, State of Florida No. 86703, General Engineering Contractor Miami-Dade County No. E2000451 and Registered Building Contractor State of Florida No. RB29003853
Professional Qualifications/ Certifications:	Advanced Work Zone Traffic Safety, Quality Control Manager, Storm Water Inspector

Relevant Experience:
Mr. Villanueva has specialized in Construction, Engineering, Inspection, and Project Management of transportation projects, residential projects, and entrepreneurial projects for 17 years. He has worked on a variety of roadway, bridge and heavy civil construction projects in various states. He has successfully worked as an estimator for a heavy civil company in the State of Indiana. His unique attention to detail and professionalism showed comprehensively when he worked as Project Engineer for a full-service construction firm in Tampa, Florida and as a Project Manager & VP of Operations for a local Miami Dade County Engineering contractor. Due to the aforementioned experiences, Mr. Villanueva has embarked in the entrepreneurial journey of starting his own business in the Heavy Civil Construction Industry. And Engineering Design Industry. Mr. Villanueva is experienced with Project Primavera P6, Microsoft Project, SureTrak, Viewpoint, AutoCAD, BlueBeam Revu, and HCSS. He is fluent in English and Spanish. This wide range of experience has taught Mr. Villanueva to work in a team environment or individually and has given him unique insights and knowledge that enable him to be a quick thinker/learner when challenges arise on a project.

05/2018 – Present: Edge Engineering, LLC Vice President. Overseeing company operations.

01/2022 – Present: V&G Construction Solutions, Corp. Vice President. Overseeing preconstruction and project management aspects of the company.

10//2019 – 12/2021: JVA Engineering Contractor, Inc. Roadway Improvements to SW 137th Avenue from SW 200th Street to US1, Miami Dade County Department of Transportation and Public Works – Vice President of Operations and Project Manager. This $13.88 MM project constructs a new roadway along SW 137th Avenue from SW 200th Street to US1. This project consists of construction of new roadway (3.5 miles), milling & resurfacing, sidewalks, curb and gutter, thickened edge, drainage improvements, 96" CMP Culvert, bridge across C102 Canal, installation of sheet piles and tie back system, and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

02/2020 – 12/2021: JVA Engineering Contractor, Inc. Roadway Improvements to North Cruise Blvd Phase 2B, Port of Miami, Miami Dade County – Project Manager. This $6 MM project reconstructs North Cruise Blvd from Terminal C to Terminal A. This project consists of reconstructing and widening, milling & resurfacing, curb and gutter, drainage improvements, overhead sign structures and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

05/2019 – 05/2020: JVA Engineering Contractor, Inc. Roadway Improvements to NW 82nd Avenue from NW 27th Street to NW 33rd Street, City of Doral Department of Public Works – Project Manager. This $1.99 MM project reconstructs NW 82nd Avenue from NW 27th Street to NW 33rd Street. This project consists of reconstructing and widening, milling & resurfacing, sidewalks, curb and gutter, thickened edge, drainage improvements and mast arms. As a project manager, Mr. Villanueva oversees the development and management of the project, liaison with management and field staff, develop and update construction schedule, manage labor, equipment, and project costs, develops and manages change orders, implements company safety policies, develops and manages pay applications/requisitions and ensures project follows company policies.

05/2018 – 03/2019: Eisman and Russo Consulting Engineers Wiles Road from East of Rock Island to West of Riverside Drive, Broward County, Florida for Broward County Public Works and Engineering Division– Project Administrator. This $7.6 MM project widens Wiles Rd from West of Riverside Drive to East of Rock Island Road. This project consists of widening, milling & resurfacing, sidewalks, L walls, gravity walls, drainage improvements and mast arms. As a project administrator, Mr. Villanueva performed contract administration management,

supervised support staff including Office Manager, Compliance Officer, and Secretary, directed and assigned tasks to inspectors, made technical decisions, reviewed monthly project schedules, monitored construction progress to ensure compliance with contract documents, generated DRB hearing position papers, rebuttals and presentation for multiple issues, reviewed change orders and performed Utility/Contractor coordination.

03/2016 – 07/2018: Eisman and Russo Consulting Engineers SR 93 (I-75 Express Segment D) From South of Sheridan Street to North of Griffin Road, Broward County, Florida for FDOT District 4 - Project Administrator. This $85MM project consist of the construction of express lanes (2 northbound and 2 southbound) in the median area of I-75 including demucking all areas to cap rock, 8,700 LF of sound walls, major drainage, pond excavation for new retention basins, new ITS and two (1) Tolling Equipment Site and utilizing the excavated material for embankment on the project. Mr. Villanueva was the Project Administrator and as such he ensured and properly performed contract administration management. He supervised support staff including Office Manager, Compliance Officer and Professional Assistant. He also supervised field inspectors and provided technical assistance. He analyzed and administered the Schedule of Values monthly to assure detailed breakdown and payment of specialty items such as the new Toll facilities, ITS, and HUB building. Mr. Villanueva prepared/processed Supplemental Agreements, Change Orders, Submittals, RFI's, RFC's and DCE Memo implementation. Furthermore, he reviewed Daily Work Reports and managed the complete material acceptance process in FDOT's Material Acceptance and Certification System (MAC).

02/2015 – 03/2016: SEMA Construction, Inc. Veterans Expressway Widening, Hillsborough County, Florida for FDOT District 7 – Project Engineer. Mr. Villanueva was the Project Engineer for this $47 million design-build project He was responsible for managing and preparing Change Orders. He was in charge of reviewing and processing permanent material orders, monthly invoices, and tracked daily production, labor, and equipment. He prepared and submitted monthly pay applications, attended progress meetings owner agencies. Mr. Villanueva worked closely with Superintendents to manage changes in project scope while mitigating challenging issues and attended budget review meetings with company management. He performed project site visits consistently to monitor construction progress. He coordinated and held weekly meetings with subcontractors.

05/2014 – 02/2015: White Construction, Vermillion County, Indiana - Project Estimator. Mr. Villanueva was lead estimator and worked on bid packages for projects in the states of Indiana, Wisconsin, and Illinois. He was responsible for quantity take-offs, reviewing bids submitted by subcontractors and suppliers. Mr. Villanueva worked on a variety of bid packages that included Design-Build & Design-Bid-Build contracts.

07/2012 – 05/2014: EPECO, S.A.S., Santo Domingo, Dominican Republic – General Manager. As the general manger, Mr. Villanueva was responsible for setting and staying within the budget, inventory management, planned and delegated day to day operations, coordinated and monitored sales staff, responsible to encourage and maintain a positive work environment, and performed project site visits to ensure customers were satisfied with equipment and employee performance.

07/2009 – 07/2012: ATTECO, S.A., Santo Domingo, Dominican Republic – Procurement Manager. As the procurement manger, Mr. Villanueva was responsible for researching technical data of equipment before purchasing, creating a database of purchases and suppliers, creating a database of specialty equipment, performed inventory management, and responsible for establishing commercial relationships with local and international suppliers.

11/2007 – 04/2008: SEMA Construction, Orlando, FL – Structures Field Engineer – Widening of I-4. $55MM. This $55 MM project widened the I4 corridor from 2 lanes to 3 lanes, 3 bridges (1 concrete I beams, 1 structural steel I beams, 1 post tensioned I beams), MSE walls, and drainage improvements. As a structures field engineer, Mr. Villanueva performed the following tasks; implemented and maintained all document control, maintained drawings and revisions, scheduled subcontractors and material deliveries in conjunction with superintendents, prepared, reviewed, and submitted all RFI´s, received, organized, and reviewed all submittals and shop drawings, ensured compliance with field personnel for all plans and specifications, prepared and submitted all pay estimates, and tracked daily production (quantity tracking, labor, & equipment).

02/2007 – 11/2007: Superior Construction, Jacksonville, FL – Project Coordinator – Beach Blvd and Kernan Blvd Overpass. $33MM. Project consisted of a new bridge 550 LF long with structural steel girders and post tensioned concrete caps, square concrete piles, MSE walls, box culverts and drainage improvements. As a project coordinator, Mr. Villanueva was responsible for the following duties; implemented and maintained all document control, maintained drawings and revisions; created and maintained all project logs, scheduled subcontractors and material deliveries in conjunction with superintendents, prepared, reviewed, and submitted all RFI´s, issued contracts/purchase orders for subcontractors and suppliers, received, organized, and reviewed all submittals and shop drawings, ensured compliance with field personnel for all plans and specifications, prepared and submitted all pay estimates, tracked daily production (quantity tracking, labor, & equipment), and monitored maintenance of traffic (MOT) requirements daily.

06/2005 – 02/2007: APAC Southeast Inc., Miami, FL – Field Engineer – SR 826 Palmetto Expressway. $86MM – This $86 MM project widened the Palmetto Expressway from South of SW 24 St to North of SW 8 ST. The project consisted of soundwalls, MSE walls, bridge widenings with square concrete piles and drill shafts, flat slab bridges, pedestrian bridge, drainage improvements, box culverts, and bulkheads with sheets piles. As a field engineer, Mr. Villanueva conducted daily safety and quality inspections, tracked daily production (quantity tracking, labor, & equipment), scheduled and procured materials, scheduled and coordinated subcontractors, prepared structures related RFI´s for submittal, prepared 3 week look ahead schedule,

received and reviewed all structures submittals and shop drawings, maintained drawings and revisions and ensured field staff was in compliance with the most current set.

MARCO GARCIA

(786) 482-0866

marcogarcia4@hotmail.com

Talented professional with over 14 years of successful experience within the construction area as Civil Engineer, backed by a productive internship and knowledge of engineering theories, principles, specifications and standards in Project management.

KEY SKILLS

· Demonstrated skills with the ability to oversee all aspects of construction projects from planning to implementation. ·
. Broad experience in allocation of resources for assigned projects.
· Proven ability on supervising onsite personnel and subcontractors.
· Assists in coordinating the performance of work among various trades and professionals involved.
· Knowledge on Interfacing project inspectors, contractors, architects, engineers, and clients.
· Very good understanding of earth movement operations.
· Vigilant in maintaining high standards of workmanship that adhere to original plans and specifications.
· Experience in estimating.

PROFESSIONAL EXPERIENCE

August 2021 to Present.

V&G Construction Solutions Corp. Miami Florida. General Superintendent.
Oversee the day-to-day operations of assigned jobs. Purchase of materials, authorize the payment of subcontractors.

August 2017 to Jul 2021.

Community Asphalt Corp. Miami, Florida. Field Superintendent.
Oversee the day-to-day operations of assigned jobs (Drains, concrete, asphalt, electricity, widening, milling & resurfacing, sidewalks, drainage improvements, mast arms and signalization), from commencement to completion, to ensure that all phases of work are completed in a timely manner and performed with a high standard of quality in the following Projects:

• State Road No 858/ Hallandale Beach Boulevard (from East of SR-7 to West of Lakeshore Drive) (2017-2018) Miami, Florida. $ 8.5 MM.
• State Road No 5 from SR 816 (Oakland Park Blvd) to South of SR 870 (Commercial Blvd) (2018 – 2019) Fort Lauderdale, Florida. $ 3.8 MM.
• State Road No A1A/S Ocean DR from Monroe Street to South of Sheridan Street (Broward County) (2019 – 2020) Miami, Florida. $ 10.1 MM.

• Prospect Road from Commercial Blvd to SR 811 Dixie Hwy (Broward County) (2019 – 2021) Miami, Florida. $ 4.6 MM. Including bike lanes and shoulders.

January 2006 to Feb 2017

Constructora Gadu C.A. ~ Barquisimeto, Venezuela. **Director** Family-owned Construction Engineering firm serving government and commercial clients since 1995. **Field Engineer** Oversee all aspects of construction projects. Develop preliminary project schedules and manage preconstruction activities. Purchase materials in accordance with budgets. Track all Production inclusive of quantities, manpower, equipment, materials, etc. Calculation of earth movement operations. Authorize the payment of subcontractors.

PROYECTS
• Building of 3 Shed (2008). Caracas, Estado Miranda, Venezuela.
• Building of a Sewage Disposal Lagoon (2008). Cabruta, Estado Guárico, Venezuela.
• Building of 5 townhouses (2009). Maracay, Estado Aragua, Venezuela.
• Building of an Elementary School (2013). Guanare, Estado Portuguesa, Venezuela,
• Building of 4 residential buildings with a total of 80 apartments (2013-2015). La Victoria, Estado Aragua,Venezuela.

Inspector Engineer
· Inspection of 18 irrigation lagoons constructions (2010) Barquisimeto, Edo Lara, Venezuela.
· Inspection of 3 hospitals remodeling (2015-2017) Barquisimeto, Edo Lara.

July 1986 to Dec 2006

Non-Commission Officer Venezuelan Air Force

EDUCATION

• 1999-2000 Superior technician in facility maintenance. Technical School of the Venezuelan Air Force
. • 2000-2007 bachelor's degree in civil engineering. "Santiago Mariño" University. Maracay, Venezuela
• 2007 Basic AutoCAD 2D. Maracay Venezuela.
• 2008 Project Managing Software (Lulo). Valencia. Venezuela.
• 2018 Fall Protection in Construction. Florida International University.
• 2019 OSHA 10. Miami Airport & Convention Center.
• 2019 Temporary Traffic Control (TTC) Advanced Course

4.1

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. This Bid Form reflects per project per task. After award, the Village reserves the right to modify quantities subject to the unit price and eliminate line items if necessary. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
1	Mobilization	1	LS	17,500.00 (A)	17,500.00 (A)
2	Maintenance of Traffic	1	LS	17,500.00 (A)	17,500.00 (A)
3	Removal/Relocate Existing Temporary Hump	1	EA	750.00	750.00
4	Install New Speed Hump	1	EA	7550.00	7550.00
5	Speed Hump Approach Signage	1	EA	900.00	900.00
6	Striping	1	EA	1280.00	1280.00
7	Install Bollards w/ 8" Butyl Pad	1	EA	850.00	850.00
8	Asphalt Repairs	1	SF	25.00	25.00

- **When submitting the bid package, please but "Bid Form" on top.**

Continued Next Page

4.02

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

	TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT (QUANTITY)	UNIT COST	EXTENDED COST
A.					
B.		N/A			
C.					

Failure to complete the above shall result in the Bid being declared non-responsive. **This form shall be part of your bid submission.**

END OF SECTION

Invitation to Bid
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

VILLAGE-WIDE TRAFFIC CALMING INSTALLATION DEVICES

ITB NO.:

2023-11-002

DUE DATE:

Monday, December 19TH 2022 **on or before 3:00 p.m. EST**
Municipal Building

ISSUED: Thursday, December 1st 2022

CONTACT PERSONS:

Director of Public Services
Dio Torres
Village of Palmetto Bay
DTorres@palmettobay-fl.gov

Procurement Specialist
Litsy C. Pittser
Village Managers Office – Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
No. 2023-11-002

VILLAGEWIDE TRAFFIC CALMING INSTALLATION DEVICES

The Village of Palmetto Bay, Florida is soliciting bids to install speed humps in designated areas based on the Village's traffic study that was conducted. All contractors shall need to abide by the regulations set forth by the Florida Department of Transportation. The Village will **receive sealed bids no later than 3:00 p.m.** on or before **Monday the 19th day of December, 2022** (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Bids received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist.

To be considered, all interested parties must request copies of the bid documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid title. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid.

Bid documents may be obtained on or after **Thursday, December 1st, 2022**. The bid documents can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's under the tab "Business". If you cannot locate or download the documents, please contact Mrs. Litsy C. Pittser, Procurement Division, lpittser@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in bidding, to disregard all non-conforming, conditional or counter bids and to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY (the "Owner" or the "Village")
Village-Wide Traffic Calming Installation Devices (the "Project")

Including necessary appurtenances and all in accordance with the project specifications.

The nature and scope of this project is:

To abide by the traffic study conducted to lower the speeds throughout the Village and to protect its citizens of high-speed vehicle traffic. The Village is seeking experienced contractors to be able to construct permanent humps, remove/relocate temporary humps, add signage where needed and bollards if necessary. The Village on an annual basis assigns a budget for "Traffic Calming". This fiscal year budget is $ 250,000.00 and cannot be exceeded. Location of streets will be dictated by the Public Service Department based on the traffic study obtained and the requests from residents of Palmetto Bay. A 5% bid bond is needed to accompany the bid.

The term of this Invitation to Bid (ITB) is three years (3) with an option to renew for two (2) years based on the sole decision of the Village in agreement with the contractor. The cost for this program will be determined on an annual basis and approved by Village Council.

END OF SECTION

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of ITB No: 2023-11-002

Title: Village-Wide Traffic Calming Installation Devices

Name of Contractor H&R Paving Inc.

Date Addendum Received 12/13/2022

Total Pages of Addendum including Acknowledgement 2

Print Name Raul Gonzalez

Signature

All other terms and conditions stipulated in the original Village of Palmetto Bay Invitation to Bid shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all bids. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your bid.

ADDENDUM NO. 1

Date: December 13, 2022

To: All Interested Parties

From: Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 2023-11-002
Village-Wide Traffic Calming Installation Devices

This Addendum forms part of the Invitation to Bid (ITB) Package advertised on December 1st, 2022, and with a bid opening date of December 19th, 2022, with any amendments and/or additions noted below.

Question: Does the Village of Palmetto Bay have an average square foot area for asphalt repairs?

Response: *The local streets are 20' wide, the Village encourages that all Contractors calculate the area based on the measurements stated on the solicitation.*

Thank you,

Litsy C. Pittser
Procurement Specialist

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, H&R Paving, Inc. (hereinafter called the Principal), and Berkshire Hathaway Specialty Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Nebraska with its principal offices in the Village of and authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of Five Perent of Amount Bid Dollars ($ 5% of Amount Bid), good and lawful money of the United States of America, to be paid upon demand of the said Village, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village")
Village-Wide Traffic Calming Installation Devices

for said Village, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contact Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the

Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said H&R Paving, Inc., as "Principal" herein has caused these presents to be signed in its name, by its _____ under its corporation seal, and the said Berkshire Hathaway Specialty Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, under its corporate seal, this 13th day of December, and attested by its power of attorney, A.D., 2022.

ATTEST:

Abe Rodriguez
V.P.
(Title)

H&R Paving, Inc.
By: (X)
(Principal)

ATTEST:

As per attached power of attorney

Berkshire Hathaway Specialty Insurance Company
By: _____
(Surety) Attorney-in-Fact
Warren M. Alter

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

30652

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Warren M. Alter, David T. Satine, Jonathan Bursevich, 5979 N.W. 151 Street, Suite 202 of the city of Miami Lakes, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]

GEOFFERY A. DELISIO
Notary Public
Commonwealth of Massachusetts
My Comm. Expires November 29, 2024

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this December 13, 2022.

_____
Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

H&R PAVING INC.

1955 N.W. 110 Avenue
Miami, Fl 33172

12/19/2022

VILLAGE OF PALMETTO BAY

SUBJECT: VILLAGE-WIDE TRAFFIC CALMING INSTALLATION DEVICES

ITB 2023-11-002

H & R PAVING INC.

1955 NW 110 AVE MIAMI FL 33172

RAUL GONZALEZ – PRESIDENT 305-261-3005

ABE@HRPAVING.COM

H & R PAVING UNDERSTANDS THE SCOPE OF WORK AND MAKE A POSITIVE COMMITMENT TO PERFORM THE WORK IN A TIMELY MANNER.

H & R PAVING DECLARES THAT THIS ITB IS MADE WITHOUT COLLUSION WITH ANY OTHER PERSON OR ENTITY SUBMITTING A PROPOSAL TO THIS ITB.

ABE RODRIGUEZ IS AUTHORIZED TO MAKE REPRESENTATIONS FOR H & R PAVING. V.P. 305-261-3005.

H & R PAVING HAS BEEN IN BUSINESS SINCE 1976

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company: H & C Paving Inc.

Date: 12/17/2022

SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

Classification of Work	Sub-contractor Name	Address	Telephone and Fax
Striping	Highway Striping	18851 SW 318St Miami, FL 33170	305-934-8833

REFERENCES

Each proposal must be accompanied by a list of at ***three (3)*** references, which shall include all the information requested below:

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: H&C Paving Inc.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Milling and Paving Streets within the City of Homestead.

Length of Contract: 2 years

Would you enter into a contract with the Company in the future? ✓ Yes ___ No
Were the services provided acceptable and of quality standards: ✓ Yes ___ No
Was the Company responsive to your requests and resourceful with the task? ✓ Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? ✓ Yes ___ No
If you responded no to any of the above please provide details:

Comments:

Name of Public Entity/Company:
City of Homestead

Name of Individual completing this form:
Tracy Moore

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: H&R PAVING INC.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: Milling & Resurfacing

Length of Contract: 660 DAYS

Would you enter into a contract with the Company in the future? X Yes ___ No

Were the services provided acceptable and of quality standards: X Yes ___ No

Was the Company responsive to your requests and resourceful with the task? X Yes ___ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services? X Yes ___ No

If you responded no to any of the above please provide details:

Comments:

The Company Management and the personnel are very professional and the work performed correctly the first time. All the planned tasks were completed in adherence of the proposed schedule.

Name of Public Entity/Company: MIAMI-DADE County. Department of transportation & Public Works.

Name of Individual completing this form: JOAQUIN A. RABASSA

Ernesto O rodriguez

FORM

Solicitation Information: Village-Wide Traffic Calming Installation Devices
Invitation to Bid No. 2023-11-002

Name of Company: H&R PAVING INC.

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the consultant provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work:
Milling and paving of damaged roadway surfaces
Manhole adjustment and striping of roadway pavmet markings.

Length of Contract: 365 Days
Would you enter into a contract with the Company in the future? X Yes ___No
Were the services provided acceptable and of quality standards: X Yes ___ No
Was the Company responsive to your requests and resourceful with the task? X Yes ___ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted
services? X Yes ___ No
If you responded no to any of the above please provide details:

Comments:

H & R Paving has been my contractor for many years now due to their work ethics. H & R allways is ready for any work submitted to them. Most important all the work is performed to the Department specification and has always delivers quality work. I have nothing but good honest words to say about H & R Paving.

Name of Public Entity/Company:
Florida Department of Transpertation

Name of Individual completing this form:
Ernesto O Rodriguez

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: (X) _____

Name (typed): RAUL GONZALEZ

Title: President

Company Name: H&R PAVING INC.

Date: 12/17/2002

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

Raul Gonzalez being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Owner the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: Hard Paving Inc.

Date: 12/12/2022

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of Miami - Dade

On this 17th day of, Dec 20 23 before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Abe Rodriguez
Comm.:HH 204158
Expires: Jan. 11, 2026
Notary Public - State of Florida

Abe Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)

x o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By Raul Gonzalez

For H&R Paving Inc.

Whose business address is: 1955 NW 160 Ave Miami, FL 33172

And (if applicable) its Federal Employer Identification Number (FEIN) is: 591690152

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. 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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. 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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, 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, ore 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.

5. 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 or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: (X) _____

Name (typed): RAUL GONZALEZ

Title: President

Company Name: H&R PAVING INC.

Date: 12/17/2022

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of MIAMI-DADE.

On this 17th day of Dec, 2022 before me, the undersigned Notary Public of the State of Florida personally appeared RAUL GONZALEZ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Comm.:HH 204158
Expires: Jan. 11, 2026
Notary Public - State of Florida

NOTARY PUBLIC
SEAL OF OFFICE: Abe Rodriguez.

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Raul Gonzalez – President

(print individual's name and title)

for: H&R Paving Inc.

(print name of entity submitting sworn statement)

whose business address is: 1955 NW 110 Ave Miami, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is: 591690152

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, 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.

Continued on next page.

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: Hard Paving Inc.

Date: 12/17/2022

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 17th Dec day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Comm.:HH 204158
Expires: Jan. 11, 2026
Notary Public - State of Florida

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)

o Personally known to me, or

o Produced identification:

_____

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(COMPANY / BIDDER DISCLOSURE)

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (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 Bidder or Company, 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 Company or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company 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, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Raul Gonzalez being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

1955 NW 110 Ave Miami, FL 33172

Federal Employer Identification Number (If none, Social Security Number)

591690152

Continued on next page

Name of Entity, Individual, Partners or Corporation

H&R PAVING INC.

Doing Business As (If same as above, leave blank)

1955 NW 110 AVE MIAMI, FL 33172

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

Full Legal Name	Address	Ownership
Raul Gonzalez	1955 NW 110 Ave	50 %
Lucrecia Gonzalez	1955 NW 110 Ave	50 %
		%

2. The full legal names and business address of any other individual (other than sub-contractors, 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:

None

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: H&R Paving Inc.

Date: 12/17/2023

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 17th Dec day of, 2022, before me, the undersigned Notary Public of the State of Florida personally appeared [illegible] and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Comm.:HH 204158
Expires: Jan. 11, 2026
Notary Public - State of Florida

NOTARY PUBLIC
SEAL OF OFFICE: Abe Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We H&R PAVING INC. (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay, ITB# 2023-11-002, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : Highway striping (Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: X

Name (typed): RAUL GONZALEZ.

Title: President

Company Name: H&R PAVING INC.

Date: 12/17/2022

Attest:

Print Name: Abe Rodriguez

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
}
COUNTY OF MIAMI-DADE } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and H&R Paving Inc. or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: (X) _____

Name (typed): Raul Gonzalez

Title: President

Company Name: H&R Paving Inc.

Date: 12/17/2021

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 17th day of, 2021 before me, the undersigned Notary Public of the State of Florida personally appeared Raul Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Abe Rodriguez
Comm.:HH 204158
Expires: Jan. 11, 2026
Notary Public - State of Florida

Continued on next page

NOTARY PUBLIC
SEAL OF OFFICE:

Alle Rodriguez

(Name of Notary Public: Print, Stamp or Type as commissioned.)

x Personally known to me, or

o Produced identification:

(Type of Identification Produced)

o Did take an oath or

o Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

None.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: X _____

Name (typed): Raul Gonzalez.

Title: President.

Company Name: H & R Paving Inc.

Date: 12/17/2022

E-VERIFY AFFIDAVIT

STATE OF FL

COUNTY OF Miami-Dade.

I, Raul Gonzalez (the individual attesting below), being duly authorized byand on behalf of Hard Paving Inc. (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES ____
   b. NO ____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 17th day of Dec., 2021.

Signature of Affiant (X) Raul Gonzalez

Print or Type Name: Raul Gonzalez

State of FL

County of Miami-Dade

CONTINUED ON FOLLOWING PAGE

Abe Rodriguez
Comm.:HH 204158
Expires: Jan. 11, 2026
Notary Public - State of Florida

Signed and sworn to (or affirmed) before me, this the 17th day of Dec., 2025.

My Commission Expires: 2026

Notary Public

Seal

NHCS – E-Verify 081815

VETERANS' PREFERENCE CERTIFICATION

Date: _____ Name: _____ Section. If If you seek Veterans' Preference, please "check" the appropriate box, and provide this form and documentation of your status along with your bid/proposal. I certify that I am qualified to claim Veterans' Preference under the category checked below:

(a) A disabled veteran:

_____1. Who has served on active duty in any branch of the United States Armed Forces, has received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public administered by the United States Department of Veterans Affairs; or

_____2. Who is receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

_____(b) The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

_____(c) A wartime veteran as defined in s. 1.01(14), who has served at least 1 day during a wartime period. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____(d) The un-remarried widow or widower of a veteran who died of a service-connected disability.

_____(e) The mother, father, legal guardian, or un-remarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

_____(f) A veteran as defined in s. 1.01(14), F.S. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

_____(g) A current member of any reserve component of the United States Armed Forces or the Florida National Guard. If so, please attach FDVA form VP2, signed by your immediate military supervisor, to document your status.

Please submit this certification with your proposal/bid. To receive Veterans' Preference this, form and documentation to prove your status must be received with your proposal. Questions regarding this form can be addressed to: LPittser@Palmettobay-fl.gov.

This statement is true to the best of my knowledge and belief.

By_____

Printed Name _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Mr. Nick Marano, Village Mananger

From: Litsy C. Pittser, Procurement Specialist

Date: 12/19/2022

ITB#: ITB# 2023-11-002 **Item/Service:** Village-Wide Traffic Calming Installation Devices

Attach please find the tabulation and score sheets

I. Procurement Comments:

There was a total of (2) bids received. V & G Construction Solutions, Corp. was the lowest most responsive responsible bidder.

II. Recommendation:

a. Which bid is being recommended? V & G Construction Solutions, Corp.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes _X___ No ____(Not Applicable)

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held January 9, 2023.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: January 9, 2023

SUBMITTED BY: Litsy Pittser, Procurement

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO HEAVY EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICE, INC., THROUGH FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA20-EQUI18.0; FOR THE PURCHASE OF A TRAILER MOUNTED BRUSH-CHIPPER MODEL NO. BC1500XL AND TRADE-IN OF THE VILLAGE 'S 2005 BC1400, AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND TWO HUNDERED AND SEVENTY-ONE DOLLARS AND NINETY-FIVE CENTS ($ 78,271.95); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo-Brush Chipper
RESO-Brush Chipper
Exhibit 1-Quote-Trade-In Value
Exhibit 2-PiggyBack-Florida Sheriffs Assoc.

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Nick Marano, Village Manager

Re: Purchase of New Vermeer BC1500 Brush Chipper – Trailer Mounted

---

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO HEAVY EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICE, INC., THROUGH FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA20-EQUI18.0; FOR THE PURCHASE OF A TRAILER MOUNTED BRUSH-CHIPPER MODEL NO. BC1500XL AND TRADE-IN OF THE VILLAGE 'S 2005 BC1400, AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND TWO HUNDERED AND SEVENTY-ONE DOLLARS AND NINETY-FIVE CENTS ($ 78,271.95) AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village own's a 2005 BC1400 brush chipper that has been operational for many years. After 18 years, this piece of equipment is showing its age and is constantly in need of repair. The Village will be ramping up this year with tree trimming initiatives and therefore, require a reliable piece of equipment to uphold that demand. Vermeer Southeast Sales and Service, Inc. has appraised the Village equipment and is willing to give the Village a credit for trade-in in the amount of $ 14,400.00 against a new Vermeer BC 1500 Brush Chipper with trailer.

RECOMMENDATION:

Administration recommends the approval for this purchase with Vermeer Southeast Sales and Service, Inc. and agree with the trade-in leaving the purchase price for $ 78,271.95.

FISCAL IMPACT:

Total Purchase Price	$ 92,671.95
Credit for Trade-In	- 14,400.00
Total Purchase	$ 78,271.95 (Maintenance/Repair Fund)

Attachments:

1. Exhibit (1) Quote and Trade in Value
2. Exhibit (2) Piggy-Back Florida Sheriffs Association FSA20-EQU18.0

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO HEAVY EQUIPMENT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH VERMEER SOUTHEAST SALES AND SERVICE, INC., THROUGH FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA20-EQUI18.0; FOR THE PURCHASE OF A TRAILER MOUNTED BRUSH-CHIPPER MODEL NO. BC1500XL AND TRADE-IN OF THE VILLAGE 'S 2005 BC1400, AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND TWO HUNDERED AND SEVENTY-ONE DOLLARS AND NINETY-FIVE CENTS ($ 78,271.95) AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village currently owns a 2005 BC1400 brush chipper which is showing its age and is constantly in need of repair, and

WHEREAS, the Village obtained a fair price for the trade-in in the amount of Fourteen Thousand Four Hundred Dollars and Zero Cents ($ 14,400.00) to be used as credit on a new 2022 trailer mounted Vermeer brush chipper; and

WHEREAS, to be able to perform the tasks in the future for tree trimming initiative programs, the Village needs to have a brush chipper in working order; and

WHEREAS, Vermeer Southeast Sales and Service, Inc. has provided a competitive price based on the amount extended to the Florida Sheriffs Association, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is hereby authorized to create a Purchase Order in the amount of Seventy-Eight Thousand Two

Hundred and Seventy-One Dollars and Ninety-Five Cents ($78,271.95).

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 9th day of January 2023.

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Vermeer Southeast

Vermeer Southeast Sales & Service, Inc.
7970 NW 64th St
Miami, FL 33166

QUOTE
#221110010

Date: 11/10/22 **Sales Rep:** Roby Gonzalez

Customer Information:

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Delivered to:

Same

Contact Name: Danny Casals
Phone Number: 786-658-7262

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	Vermeer BC1500 Brush Chipper - Trailer Mounted 15" Capacity Drum Style 130HP Tier 4 Final Turbocharged Cummins Diesel Engine High Coolant Temp & Low Oil Pressure Automatic Shutdown Spring Loaded Clutch Live Hydraulics Variable Speed Dual Vertical Feed Rollers Selectable SmartFeed & Ecoidle Telescopic Tongue with Pintle hitch Dual Edge Knife Infeed Table with Lower Feed Stop bar Winch with Manual hydraulic directional controls Pricing per FL Sheriff's Contract FSA20-EQU18.0 Item #19 Title: BRUSH CHIPPER - TRAILER MOUNTED Model: BC1500XL		
1	Bid Price Per FSA contract	$ 88,259.00	$ 88,259.00
1	Add: Estimated Price increase Q1-2023 adjustment		$ 4,412.95
	Optional: 3Yr Parts and Labor Warranty	$ 8,059.00	
		SubTotal	$ 92,671.95
		Tax	
		Total	$ 92,671.95
		Less Down Payment	
		Balance Due	$ 92,671.95

*** Price Valid For Current Contract ***

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

From: Gonzalez, Roby <RobyGonzalez@VermeerSouthEast.com>
Sent: Wednesday, November 16, 2022 3:48 PM
To: Danny Casals <dcasals@palmettobay-fl.gov>
Cc: Adames, Oscar <oscaradames@vermeersoutheast.com>
Subject: [EXT] Re: [EXT] New Vermeer BC1500 Brush Chipper Quote for VILLAGE OF PALMETTO BAY

You don't often get email from robygonzalez@vermeersoutheast.com. Learn why this is important

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.

Hello Danny,

I just received the appraisal on the BC1400 that was in the Miami Shop.

If it is a trade in, we can give the city a credit of $14,400 towards the new unit, this value is good for the next 30 days or 100 additional hours.

2005 BC1400, s/n 2253 (VS5780) w/ 1,059 hours – **$14,400**

Please feel free to contact me directly at **(786) 376-5162** if you have any questions.

Thanks,

Vermeer
EQUIPPED TO DO MORE.

Roby Gonzalez
Equipment Sales Representative
7970 NW 64th St, Miami, FL 33166
O: 786-410-9680 **M:** 786-376-5162
www.vermeersoutheast.com

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract: FSA20-VEL28.0 – Pursuit, Administrative and Other Vehicles
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under "VEH" contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856_vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
    2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
    3. Manufacturer's Annual U.S. Price Book
    4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

Services 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 Vendor, supplier, Sub-Vendor, 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 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.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.
In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with *all* standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens
Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
Bidders must submit their bid electronically using the on the FSA bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor

agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option
The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment
On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program

https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook_639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

Appendix B

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix C

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Appendix D

Sales

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty.	Total PO Amount	Estimated Delivery Date	Admin Fee Based on PO
Grand Totals Linked to the Bottom Row							$ -		$ -
							$ -		$ -
							$ -		$ -

Appendix E

Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.
For the most up to date information on these events, please refer to https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements.

BC1500
BRUSH CHIPPER





CHIPPING PRODUCTIVITY. The SmartFeed system monitors engine rpm and automatically stops and reverses the feed rollers to enhance production. This system also senses feed roller jams and manipulates the material automatically to reduce the need for manual control bar use.



EASILY LIFT HEAVY MATERIAL. An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line can handle logs up to 2000 lb (907.2 kg) and can automatically lift the logs onto the feed table.



OPERATOR SAFETY. Mounted over the feed table, the four-position upper feed control bar enables the operator to stop the feed rollers and select forward/reverse. The patented bottom feed stop bar is strategically located to make it possible for an operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.



TAKE CONTROL. With the optional Tree Commander™ remote control, jobsite productivity is improved by allowing the operator to control brush chipper functions remotely. The remote can be attached to the operator's belt or held in an optional bracket mounted directly to the operator's station of a Vermeer compact utility loader.

ECOIDLE™

ECOIDLE™ ENGINE CONTROL SYSTEM. When the Ecoldle function is selected by the operator, the engine speed automatically lowers to a preset rpm after one or five minutes of inactivity to help reduce fuel consumption when not chipping material. Due to this idling, noise and greenhouse emissions are also reduced.



SMOOTH FEEDING. Vertical feed rollers with helical cleats help hold material firmly to the infeed table, which reduces vibration, shock and structural loading to the rear of the machine.

Vermeer

EQUIPPED TO DO MORE.

VERMEER.COM

BC1500 BRUSH CHIPPER

GENERAL

Length: 179" (454.7 cm)
Height: 104" (264.2 cm)
Width: 86" (218.4 cm)
Weight (without winch): 7490 lb (3397.4 kg)
Weight (with winch): 7800 lbs (3538 kg)

ENGINE OPTION ONE

Make/Model: Cummins QSF3.8L Tier 4 Final
Gross horsepower: 130 hp (97 kW)
Max torque: 360 ft-lb (488.1 Nm)
Fuel type: Diesel
Number of cylinders: 4

ENGINE OPTION TWO (INTERNATIONAL)

Make/Model: John Deere 4045H Tier 3
Gross horsepower: 125 hp (93 kW)
Max torque: 355 ft-lb (481.3 Nm)
Fuel type: Diesel
Number of cylinders: 4

Contact your local Vermeer dealer for engine availability in your region.

FEED SYSTEM

Chipping capacity: 15" (38.1 cm)
Infeed opening height: 18.3" (46.5 cm)
Infeed opening width: 15.8" (40.1 cm)
Feed roller orientation: Vertical
Feed table height: 32" (81.3 cm)
Max feed speed: 125 fpm (38.1 m/min)
Feed roller diameter: 21" (53.3 cm)

CUTTING SYSTEM

Drum speed: 2208 rpm
Drum cutting diameter: 23.8" (60.5 cm)
Drum thickness: .375" (.95 cm)
Knives: 2 knives – .625" x 5" x 8" (1.6 cm x 12.7 cm x 20.3 cm)
Engagement system: Automotive-style clutch

CAPACITIES/ELECTRICAL

Fuel tank: 45 gal (170.3 L)
Max hydraulic flow: 5.5 gpm (20.8 L/min)
DEF tank: 5 gal (18.9 L)
Lights: LED front, rear, side, brake and taillights

CHASSIS/BRAKES

Frame: .25" (6.4 mm) Z channel, 7" (17.8 cm)
Tires: LT 285/75R16 LR E
Axle/Suspension: Torsion

DISCHARGE SYSTEM

Discharge height: 104" (264.2 cm)
Degree of rotation: 270°

OPTIONS

Tree Commander™ remote control
Extended warranty
Special paint
Planned maintenance
Vermeer Confidence Plus® asset protection program
Winch
Hydraulic chute rotate

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Vermeer

EQUIPPED TO DO MORE.

01/18.2k
PN 296431562

Item #19 BRUSH CHIPPER - TRAILER MOUNTED
FSA20-EQU18.0
SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE
Base Bid BC1500XL $88,259.00

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = No additional charge
NA = not applicale to the vehicle

Order Code	Delete Options	Credit
BC700XL	***Downgrade Model*** - specify BC700XL Brush Chipper 7 " Capacity, Kohler EFI Gas Engine	$ (65,825.00)
BC900XL	***Downgrade Model*** - specify BC900XL Brush Chipper 9" Capacity, 35HP Vanguard Gas Engine	$ (53,810.00)
BC1000XL-G	***Downgrade Model*** - specify BC1000XL Brush Chipper 12" Capacity, 3.0LGM Gas Engine	$ (42,242.00)
BC1000XL-74D	***Downgrade Model*** - specify BC1000XL Brush Chipper 12" Capacity, 74 HPDeutz Diesel Engine	$ (34,102.00)
BC1200XL-G	***Downgrade Model*** - specify BC1200XL Brush Chipper 12" Capacity, 135HP PSI 4X Gas Engine	$ (24,160.00)
BC1500	***Downgrade Model*** - specify BC1500XL Brush Chipper 15" Capacity, 165HP PSI 5.7L Gas Engine	$ (17,627.00)
BC1800XLG-165	***Model Upgrade*** - specify BC1800XL Brush chipper 19" Capacity, 165HP PSI 5.7 L Gas Engine	$ (3,353.00)

Specification #19 BRUSH CHIPPER - TRAILER MOUNTED
FSA20-EQU18.0
SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE
Base Bid BC1500XL $88,259.00

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = No additional charge
NA = not applicale to the vehicle

Order Code	Add Options	ADD
BC1800XL-130	***Model Upgrade*** - specify BC1800XL Brush chipper 19" Capacity, 130HP T4F Cummins Deisel Engine	$ 7,854.00
BC1800XL-173	***Model Upgrade*** - specify BC1800XL Brush chipper 19" Capacity, 173HP John Deere Diesel Engine	$ 20,106.00
AX-17	***Model Upgrade*** - specify AX-17 Brush Chipper 17" Capacity, 130HP T4F Cummins Diesel Engine	$ 21,687.00
AX-19	***Model Upgrade*** - specify AX-19 Brush Chipper 19" Capacity, 173HP T4F John Deer Diesel Engine	$ 47,477.00
Winch	***Optional Equipment*** - specify Hydraulic Winch Option	$ 7,040.00
Winch AX-17/19	***Optional Equipment*** - specify Hydraulic Winch Option	$ 8,747.00
Hyd Jack	***Optional Equipment*** - specify Hydraulic Jack	$ 3,213.00
Tree CRC	***Optional Equipment*** - specify Tree Commander Remote Control	5% off list
5% Discount	***Optional Equipment*** - specify Discount Percentage off Manufacturer's Current Published Retail Price for Non-Specified Options and any Optional Models	$ -
New Tag	New state tag (sepcify state, county, city sheriff, etc)	$ -
Trans Tag	Transfer existing registration (must provide tag number)	$ -
Temp Tag	Temporary Tag	NC

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Andrea Candelaria, Community and Economic Development
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COMMUNITY DEVELOPMENT; ACCEPTING AND ADOPTING THE CREATION OF THE COMMUNITY RATING SYSTEM (CRS) PROGRAM FLOODPLAIN MANAGEMENT PLAN (FMP) AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo- Floodplain Management Plan
Reso-Floodplain Management Plan
Attachment A-Final FMP Draft

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Nick Marano, Village Manager

Re: Floodplain Management Plan (FMP) Approval for CRS Program

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COMMUNITY DEVELOPMENT; ADOPTING THE COMMUNITY RATING SYSTEM (CRS) PROGRAM FLOODPLAIN MANAGEMENT PLAN (FMP), ATTACHED AS EXHIBIT "A", AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has prepared a Floodplain Management Plan (FMP) to identify and assess flood hazards, organize the Village's approach to reducing flood risks and vulnerabilities, and support the Village's CRS program. The FMP was prepared under the guidance of the Floodplain Management Planning Committee in accordance with the planning process prescribed by FEMA and the CRS program. This plan identifies activities that can be implemented for flood hazard reduction to protect the health and safety of the people of Palmetto Bay and reduce property damage caused by floods. Based on the risk assessment developed for each of the flood hazards identified above, the Floodplain Management Plan Committee (FMPC) identified goals for reducing the Village's vulnerability to the hazards. Through the creation of the Village's own FMP, the Village is currently able to home in on specific mitigation/resilient strategies or projects to fit the specific flood hazards but will also be able identify long-range capital improvement programs to address structural flooding concerns and attain up to 200 points. The adoption of the plan will complete the planning process and support the Village's efforts to provide increased discounts on flood insurance premiums

RECOMMENDATION:

The Administration recommends that the Mayor and Village Council approve the Floodplain Management Plan (FMP).

FISCAL IMPACT:

None.

Attachments:

A. Village of Palmetto Bay Floodplain Management Plan

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COMMUNITY DEVELOPMENT; ADOPTING THE COMMUNITY RATING SYSTEM (CRS) PROGRAM FLOODPLAIN MANAGEMENT PLAN (FMP), ATTACHED AS EXHIBIT "A", AS PART OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village of Palmetto Bay is a participant in FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) program; and

WHEREAS, the Village of Palmetto Bay is currently rated in the CRS program as a Classification seven (7) which provides for a fifteen percent (15%) reduction in insurance premiums annually for all flood insurance policies; and

WHEREAS, the Village of Palmetto Bay has prepared a Floodplain Management Plan (FMP) to identify and assess flood hazards, organize the Village's approach to reducing flood risks and vulnerabilities, and support the Village's CRS program; and

WHEREAS, the FMP was prepared under the guidance of the Floodplain Management Planning Committee in accordance with the planning process prescribed by FEMA and the CRS program, and

WHEREAS, the adoption of the plan will complete the planning process and support the Village's efforts to provide increased discounts on flood insurance premiums;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. That the Village of Palmetto Bay Floodplain Management Plan, attached as Exhibit "A" is hereby adopted.

Section 2. The Village Manager and staff shall coordinate efforts to upkeep and maintain the FMP program.

Section 3. This Resolution shall become effective upon approval.

PASSED and **ADOPTED** this 9th day of January 2023

Attest:

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

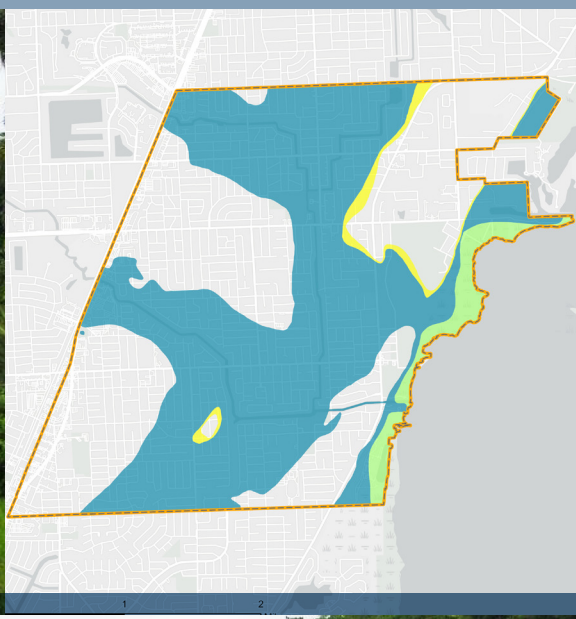
Mayor Karyn Cunningham _____

DRAFT

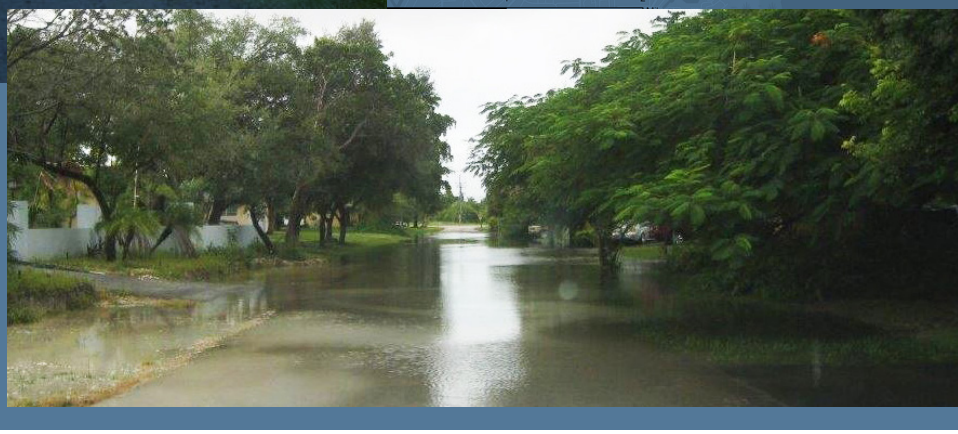
Floodplain Management Plan

Palmetto Bay, FL









THE CORRADINO GROUP

wsp

1002

Executive Summary

The purpose of this Floodplain Management Plan (FMP) is to reduce or eliminate risk to people and property from flood hazards. Every community faces different hazards and has different resources to draw upon in combating problems along with unique interests that influence the solutions to those problems. Because there are many ways to deal with flood hazards and many agencies that can help, there is no one solution for managing or mitigating their effects. Planning is one of the best ways to develop a customized program that will mitigate the impacts of flood hazards while accounting for the unique character of a community.

A well-prepared FMP provides a framework for all interested parties to work together and reach consensus on identifying priority risks and selecting the preferred activities to mitigate those risks. The FMP planning process supports a comprehensive review of all possible activities so that problems are addressed by the most appropriate and efficient solutions. It can also ensure that activities are coordinated with each other and with other local goals and activities, preventing conflicts and reducing the costs of implementing each individual activity.

The Village of Palmetto Bay followed the planning process prescribed by the Federal Emergency Management Agency (FEMA) and the 2017 Community Rating System (CRS) Coordinator's Manual. This plan was developed under the guidance of a Floodplain Management Planning Committee (FMPC) comprised of representatives of Village Departments, local residents, and other stakeholders. The FMPC conducted a risk assessment that identified and profiled flood hazards that pose a risk to the Village, assessed the Village's vulnerability to these hazards, and examined the capabilities in place to mitigate them. The flood hazards profiled in this plan are:

- Coastal/Canal Bank Erosion
- Dam/Levee Failure
- Flood: Coastal and Inland
- Hurricane and Tropical Storm
- Sea Level Rise
- Stormwater/Localized Flooding

This plan identifies activities that can be implemented for flood hazard reduction to protect the health and safety of the people of Palmetto Bay and reduce property damage caused by floods. Based on the risk assessment developed for each of the flood hazards identified above, the FMPC identified goals for reducing the Village's vulnerability to the hazards. The goals are summarized as follows:

- **Goal 1:** Educate the public on flood risk, preparedness, and mitigation to protect public health and safety and help people to protect themselves.
- **Goal 2:** Implement projects that will protect people and existing property, critical facilities, and infrastructure from current and future flood risk.
- **Goal 3:** Protect environmentally sensitive areas and implement green infrastructure and nature-based solutions to preserve and enhance ecosystem services and natural and beneficial floodplain functions.
- **Goal 4:** Build resilience through plans and policies that will protect new development from current and future flood risk and prevent new development from making flood hazards worse.

To meet these goals, this plan recommends 14 mitigation actions, which are summarized in the table that follows. Note: Action number does not indicate an order of priority. Prioritization is discussed in Section 6 Mitigation Strategy.

DRAFT

Action No.	Action	Related to Goal	Address Current Development	Address Future Development	Continued Compliance with NFIP	Mitigation Category
1	Coordinate with SFWMD on structural flood mitigation and flood-related education and outreach.	1	✓			Structural Projects, Public Information
2	Pursue the acquisition and demolition of repetitive loss properties.	2	✓		✓	Property Protection
3	Adopt an increased freeboard requirement.	4		✓	✓	Prevention
4	Expand GIS capabilities and resources to increase flood risk awareness and support further mitigation planning.	1, 4		✓		Prevention
5	Provide targeted and general flood education and outreach to the community in accordance with the Program for Public Information.	1	✓		✓	Public Information
6	Pursue funding to support protection and/or retrofitting of existing septic systems.	2	✓			Property Protection
7	Prohibit the installation of new septic systems within identified high-risk areas.	4		✓		Prevention
8	Coordinate with FDEM and Miami-Dade County to access and distribute more detailed topographic data (2-ft contour intervals) for improved flood risk modeling and planning.	1, 4	✓	✓		Prevention
9	Incorporate flood mitigation into future updates of the Comprehensive Plan.	4		✓		Prevention
10	Work with Miami-Dade County to support the implementation of drainage improvement projects in the C-100 watershed identified in the 2021 Stormwater Management Program Master Plan. There are approximately five projects identified within Palmetto Bay.	2	✓		✓	Structural Projects
11	Work with SFWMD to support implementation of improvements to the S-123 Coastal Structure for improved resiliency.	2	✓			Structural Projects
12	Build a community center that will substitute as a shelter during disasters for residents and neighboring communities.	2	✓			Emergency Services
13	Develop a village-wide hazard mitigation plan broken up by roadway range; Plan 1: SW 136 Street to SW 152nd Street, Plan 2: SW 152nd Street to SW 168th Street, and Plan 3: SW 168th Street to SW 184th Street.	4	✓	✓	✓	Prevention
14	Implement shoreline stabilization at the Thalatta Estate.	3	✓			Natural Resource Protection

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The following table provides the 10-step CRS planning credit activity checklist and the section/page number within this plan that describes the completion of each planning step in more detail.

CRS Planning Credit Activity Checklist

CRS Step	Section/Page
1. Organize to prepare the plan.	
a. Involvement of office responsible for community planning	Section 2.1 / p. 4
b. Planning committee of department staff	Section 2.1 / p. 4
c. Process formally created by the community's governing board	Section 2.1 / p.4 Appendix A / p166-167
2. Involve the public.	
a. Planning process conducted through a planning committee	Section 2.2.1 / p. 5-6 Appendix A / p168-181
b. Public meetings held at the beginning of the planning process	Section 2.2.1 / p. 6 Appendix A / p182-188
c. Public meeting held on draft plan	Section 2.2.1 / p. 6 Appendix A / p182, 189-193
d. Other public information activities to encourage input	Section 2.2.1 / p. 6-9; Appendix A / p194-199
3. Coordinate with other agencies.	
a. Review of existing studies and plans	Section 2.2.1 / p. 11
b. Coordinating with communities and other agencies	Section 2.2.1 / p. 10 Appendix A / p200-202
4. Assess the hazard.	
a. Plan includes an assessment of the flood hazard with:	
(1) A map of known flood hazards	Figure 4.15-4.16 / p62-63 Figure 4.20 / p81 Figure 4.22-4.26 / p86-90 Figure 4.38 / p114 Figure 4.46 / p125
(2) A description of known flood hazards	Section 4.4.3 / p59-61 Section 4.4.4 / p82-84 Section 4.4.5 / p112 Section 4.4.6 / p124
(3) A discussion of past floods	Section 4.4.3 / p65-70 Section 4.4.4 / p93-99 Section 4.4.5 / p115-117 Section 4.4.6 / p126-127
b. Plan includes assessment of less frequent floods	Section 4.4.1 / p45-49 Section 4.4.2 / p50-58
c. Plan includes assessment of areas likely to flood	Section 4.5.2 / p128-129
d. The plan describes other natural hazards	----
5. Assess the problem.	
a. Summary of each hazard identified in the hazard assessment and their community impact	Section 4.3 / p41-43 Section 4.4.3 / p71-78 Section 4.4.4 / p103-111 Section 4.4.5 / p121-123 Section 4.4.6 / p127
b. Description of the impact of the hazards on:	
(1) Life, safety, health, procedures for warning and evacuation	Sections 4.5.4 / p130-131

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CRS Step	Section/Page
(2) Public health including health hazards to floodwaters/mold	Sections 4.5.4 / p129-130
(3) Critical facilities and infrastructure	Section 4.3.3 / p41-43 Section 4.4.3 / p76-78 Section 4.4.4 / p110-111 Section 4.4.5 / p122
(4) The community's economy and tax base	Section 3.5 / p21
(5) Number and type of affected buildings	Section 4.3 / p41-43
c. Review of all damaged buildings/flood insurance claims	Section 4.4.3 / p79-81
d. Areas that provide natural floodplain functions	Section 3.3 / p18-20
e. Development/Redevelopment/Population Trends	Sections 3.9 / p24-29
f. Impact of future flooding conditions outlined in Step 4, item c	Sections 4.5.3 / p129
6. Set goals.	Section 6.2 / p146-148
7. Review possible activities.	
a. Preventive activities	Section 6.3 / p148-149 Appendix B.1.1 / p203-207
b. Floodplain Management Regulatory/current & future conditions	Section 6.3 / p148-149 Appendix B.1.1 / p205-207
c. Property protection activities	Section 6.3 / p148-149 Appendix B.1.2 / p207-210
d. Natural resource protection activities	Section 6.3 / p148-149 Appendix B.1.3 / p211-214
e. Emergency services activities	Section 6.3 / p148-149 Appendix B.1.4 / p214-218
f. Structural projects	Section 6.3 / p148-149 Appendix B.1.5 / p218-220
g. Public information activities	Section 6.3 / p148-149 Appendix B.1.6 / p220-222
8. Draft an action plan.	
a. Actions must be prioritized	Section 6.3.1 / p148-149 Appendix B / p223
(1) Recommendations for activities from two of the six categories	
(2) Recommendations for activities from three of the six categories	
(3) Recommendations for activities from four of the six categories	
(4) Recommendations for activities from five of the six categories	Section 6.4 / p151-152 Appendix B / p203-222
b. Post-disaster mitigation policies and procedures	Sections 5.1.1 / p138-140
c. Action items for mitigation of other hazards	----
9. Adopt the plan.	Section 7 / p159-160
10. Implement, evaluate and revise.	
a. Procedures to monitor and recommend revisions	Section 8.2 / p163-165
b. Same planning committee or successor committee that qualifies under Section 511.a.2 (a) does the evaluation	Section 8.1.3 / p162

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1 Introduction

Section 1 provides a general overview of hazard mitigation and floodplain management and an introduction to the Village of Palmetto Bay Floodplain Management Plan. This section contains the following subsections:

- 1.1 Purpose and Authority
- 1.2 Background
- 1.3 Scope
- 1.4 References
- 1.5 Plan Organization

1.1 Purpose and Authority

As defined by FEMA, "hazard mitigation" means any sustained action taken to reduce or eliminate the long-term risk to life and property from a hazard event. Hazard mitigation planning is the process through which hazards are identified, likely impacts determined, mitigation goals set, and appropriate mitigation strategies determined, prioritized, and implemented. Floodplain management is a community-based effort to prevent or reduce the risk of flooding. The purpose of this plan is to identify, assess and mitigate flood risk to better protect the people and property of the Village of Palmetto Bay from the effects of flood hazards. This plan documents Palmetto Bay's floodplain management planning process and identifies relevant flood hazards and vulnerabilities and strategies the Village will use to decrease vulnerability and increase resiliency and sustainability.

This plan was developed in a joint and cooperative venture by members of a Floodplain Management Planning Committee (FMPC) which included representatives of Village departments as well as local citizens and stakeholders. This plan will ensure Palmetto Bay's continued eligibility for federal disaster assistance including the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and the Flood Mitigation Assistance Program (FMA). This plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S.C. 5165, enacted under Section 104 of the Disaster Mitigation Act of 2000, (DMA 2000) Public Law 106-390 of October 30, 2000, as implemented at CFR 201.6 and 201.7 dated October 2007.

1.2 Background

The Village of Palmetto Bay currently participates in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) and qualifies for a Class 7 Rating. The CRS recognizes and encourages community floodplain management activities that exceed the minimum standards. Under the CRS, flood insurance premium rates are adjusted to reflect the reduced flood risk resulting from community activities that (1) reduce flood losses, (2) facilitate accurate insurance ratings, and (3) promote the awareness of flood insurance.

It is the goal of the FMPC to continue to work to make improvements to this plan so as to better serve the citizens of Palmetto Bay, and to strive to maintain or improve the Class Rating for the Village, so that the highest reduction in flood insurance premium rates can be available for its citizens. Through the Village's participation in the NFIP and Class 7 rating with the CRS, owners of properties in the Village's Special Flood Hazard Area (SFHA) are entitled to a 15% discount on their flood insurance premiums, and non-SFHA policies (Standard X Zone policies) receive a 5% discount. Preferred risk policies receive no discount because they already have premiums lower than other policies.

1.3 Scope

This document comprises a Floodplain Management Plan for the Village of Palmetto Bay. Due to the small geographic scope of Palmetto Bay and the larger regional extent of many hazard events, many of the hazard

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profiles are prepared on a county level. This was done to ensure an accurate estimation of risk for the Village. The subsequent vulnerability assessment and mitigation actions are specific to Palmetto Bay.

1.4 References

The following FEMA guides and reference documents were used to prepare this document:

- FEMA 386-1: Getting Started. September 2002.
- FEMA 386-2: Understanding Your Risks: Identifying Hazards and Estimating Losses. August 2001.
- FEMA 386-3: Developing the Mitigation Plan. April 2003.
- FEMA 386-4: Bringing the Plan to Life. August 2003.
- FEMA 386-5: Using Benefit-Cost Review in Mitigation Planning. May 2007.
- FEMA 386-6: Integrating Historic Property and Cultural Resource Considerations into Hazard Mitigation Planning. May 2005.
- FEMA 386-7: Integrating Manmade Hazards into Mitigation Planning. September 2003.
- FEMA 386-8: Multijurisdictional Mitigation Planning. August 2006.
- FEMA 386-9: Using the Hazard Mitigation Plan to Prepare Successful Mitigation Projects. August 2008.
- FEMA. Local Mitigation Planning Handbook. March 2013.
- FEMA. Local Mitigation Plan Review Guide. October 1, 2011.
- FEMA National Fire Incident Reporting System 5.0: Complete Reference Guide. January, 2008.
- FEMA Hazard Mitigation Assistance Unified Guidance. June 1, 2010.
- FEMA. Integrating Hazard Mitigation into Local Planning: Case Studies and Tools for Community Officials. March 1, 2013.
- FEMA. Mitigation Ideas. A Resource for Reducing Risk to Natural Hazards. January 2013.

Additionally, specific Disaster Mitigation Act requirements are referenced under each section heading, where applicable.

1.5 Plan Organization

The Village of Palmetto Bay Floodplain Management Plan is organized as follows:

- Section 2: Planning Process
- Section 3: Community Profile
- Section 4: Flood Risk Assessment
- Section 5: Capability Assessment
- Section 6: Mitigation Strategy
- Section 7: Plan Adoption
- Section 8: Plan Implementation and Maintenance
- Appendix A: Planning Process Documentation
- Appendix B: Mitigation Strategy
- Appendix C: References

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2 Planning Process

Requirement §201.6(b): An open public involvement process is essential to the development of an effective plan. To develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:
1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia, and other private and nonprofit interests to be involved in the planning process; and
3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

Requirement §201.6(c)(1): The plan shall include the following:
1) Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

This section reviews the process that was followed to develop this plan. It contains the following subsections:

- 2.1 Local Government Participation
- 2.2 The 10-Step Planning Process

This Floodplain Management Plan was developed under the guidance of a Floodplain Management Planning Committee (FMPC). The Committee included representatives of Village Departments as well as local citizens and stakeholders.

Information in this plan will be used to help guide and coordinate mitigation activities and will inform decisions for local land use and development policies in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to the community and residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions. This plan identifies activities that can be undertaken by both the public and the private sectors to reduce safety hazards, health hazards, and property damage caused by floods.

2.1 Local Government Participation

The DMA planning regulations and guidance stress that each local government seeking FEMA approval of their mitigation plan must participate in the planning effort in the following ways:

- Participate in the process as part of the FMPC;
- Detail where within the planning area the risk differs from that facing the entire area;
- Identify potential mitigation actions; and
- Formally adopt the plan.

For the Village of Palmetto Bay FMPC, "participation" included the following:

- Providing facilities for meetings;
- Attending and participating in the FMPC meetings;
- Collecting and providing requested data (as available);
- Managing administrative details;
- Making decisions on plan process and content;
- Identifying mitigation actions for the plan;
- Reviewing and providing comments on plan drafts;
- Informing the public, local officials, and other interested parties about the planning process and providing opportunity for them to comment on the plan;
- Coordinating, and participating in the public input process; and
- Coordinating the formal adoption of the plan by the Village Council.

The FMPC met the above participation requirements. The FMPC included three representatives from key Village departments as well as four outside stakeholder representatives. Staff representation included the Community & Economic Development Department, which is responsible for community planning. At the beginning of the planning process, the Village of Palmetto Bay Village Council passed a resolution to formally establish the FMPC and designate its membership. This resolution is provided in Appendix A. The members comprising the Village of Palmetto Bay FMPC are as follows:

1. Andrea Candelaria – Village of Palmetto Bay, Resilience Coordinator, Community & Economic Development
2. Olga Cadaval – Village of Palmetto Bay, Public Information Officer, Communications Division
3. Wesley Maltby – Village of Palmetto Bay, Floodplain Manager & Building Official, Building & Permitting Division
4. Larry Gautier – Real Estate Industry Representative (NAI Miami)
5. Cristina Lujan – Real Estate Industry Representative (Brown Harris Stevens)
6. Hugo Guzman – Village Resident & Researcher (Florida International University)
7. Eric Tullberg – Resident

Two additional Village staff members attended meetings as observers to provide input and assistance to the FMPC as needed.

- Dionisio Torres, Director of Public Services
- Heidi Seigel, Community & Economic Development Director

Table 2.1 details the FMPC meeting dates and the FMPC members in attendance. A more detailed summary of FMPC meeting dates including topics discussed and meeting locations follows in Table 2.4. Meeting sign-in sheets have been included in Appendix A.

Table 2.1 – FMPC Meeting Attendance Record

Member Name	Affiliation	Meeting Date			
		6/9/2022	6/27/2022	8/24/2022	TBD
Andrea Candelaria	Village of Palmetto Bay	✓	✓	✓	
Olga Cadaval	Village of Palmetto Bay	✓		✓	
Wesley Maltby	Village of Palmetto Bay	✓	✓		
Larry Gautier	NAI Miami (Stakeholder)	✓	✓		
Cristina Lujan	Brown Harris Stevens (Stakeholder)		✓		
Hugo Guzman	Florida International University (Stakeholder)	✓	✓	✓	
Eric Tullberg	Resident (Stakeholder)		✓	✓	

Table 2.2 demonstrates the Village staff's capability in the six mitigation categories (Prevention, Property Protection, Natural Resource Protection, Emergency Services, Structural Flood Control Projects and Public Information) based on the areas of expertise of each Village representative participating on the FMPC.

Table 2.2 – Village of Palmetto Bay Staff Capability with Six Mitigation Categories

Community Department/Office	Prevention	Property Protection	Natural Resource Protection	Emergency Services	Structural Flood Control Projects	Public Information
Community & Economic Development	✓	✓	✓		✓	✓
Buildings & Permitting	✓	✓	✓		✓	
Communications	✓			✓		✓

Appendix A provides additional information and documentation of the planning process that was implemented for the development of this FMP.

2.2 The 10-Step Planning Process

The planning process for preparing the Village of Palmetto Bay Floodplain Management Plan was based on Disaster Mitigation Act of 2000 (DMA 2000) planning requirements and FEMA's associated guidance as well as the Community Rating System (CRS) Activity 510 Floodplain Management Planning requirements. FEMA's guidance is structured around a four-phase process:

1) Planning Process;
2) Risk Assessment;
3) Mitigation Strategy; and
4) Plan Maintenance.

This four-phase process dovetails with the more robust 10-Step planning process established under CRS Activity 510. By integrating and following both of these planning processes, the Village's modified 10-step process used for this plan meets the requirements of six major programs: FEMA's Hazard Mitigation Grant Program (HMGP); Building Resilient Infrastructure and Communities (BRIC) Program; CRS Program; Flood Mitigation Assistance (FMA) Program; Severe Repetitive Loss Program; and new flood control projects authorized by the U.S. Army Corps of Engineers.

Table 2.3 shows how the 10-step CRS planning process aligns with the four phases of hazard mitigation planning pursuant to DMA 2000.

Table 2.3 – Mitigation Planning and CRS 10-Step Process Reference Table

DMA Process	CRS Process
Phase I – Planning Process	
§201.6(c)(1)	Step 1. Organize to Prepare the Plan
§201.6(b)(1)	Step 2. Involve the Public
§201.6(b)(2) & (3)	Step 3. Coordinate
Phase II – Risk Assessment	
§201.6(c)(2)(i)	Step 4. Assess the Hazard
§201.6(c)(2)(ii) & (iii)	Step 5. Assess the Problem
Phase III – Mitigation Strategy	
§201.6(c)(3)(i)	Step 6. Set Goals
§201.6(c)(3)(ii)	Step 7. Review Possible Activities
§201.6(c)(3)(iii)	Step 8. Draft an Action Plan
Phase IV – Plan Maintenance	
§201.6(c)(5)	Step 9. Adopt the Plan
§201.6(c)(4)	Step 10. Implement, Evaluate and Revise the Plan

2.2.1 Phase I – Planning Process

Planning Step 1: Organize to Prepare the Plan

With the Village of Palmetto Bay's commitment to participate in the DMA planning process and the CRS, Village officials worked to establish the framework and organization for development of the plan. An initial meeting was held with key community representatives to discuss the organizational aspects of the plan development process. The FMPC was originally established as a committee for the development of the Village's Program for Public Information (PPI). This Committee reconvened as the FMPC to develop this plan and will oversee implementation and maintenance of both the FMP and the PPI moving forward.

The FMPC kickoff was held on January 9, 2022 at 10:00 a.m. via a virtual meeting. The meeting covered the scope of work and an introduction to the DMA and CRS requirements for planning. Subsequent meetings were also held virtually and were organized to facilitate FMPC discussion and input on CRS Steps 4 through

8. During the planning process, the FMPC communicated through meetings, email, and phone conversations. Draft documents were posted on the Village's website so that the FMPC members could easily access and review them. The formal FMPC meetings followed the CRS Planning Steps. Agendas, minutes, and sign in sheets for the FMPC meetings are included in Appendix A. The meeting dates and topics discussed are summarized below in Table 2.4. All FMPC meetings were open to the public and all public meetings were advertised on the Village's website.

Table 2.4 – Summary of FMPC Meeting Dates

Meeting Type	Meeting Topic	Meeting Date	Meeting Location
FMPC #1 (Kick-off)	1) Introduction to DMA, CRS and the FMP planning process 2) Organize resources: the role of the FMPC, planning for public involvement, and coordinating with other agencies and stakeholders 3) Discuss hazard identification and asset inventory	June 9, 2022 10:00 – 11:00 a.m.	Microsoft Teams
FMPC #2	1) Review and discuss the Flood Risk Assessment *(CRS Steps 4 & 5)* 2) Review and discuss local capability	June 27, 2022 1:30 – 3:00 p.m.	Microsoft Teams
FMPC #3	1) Develop plan goals and objectives *(CRS Steps 6 & 7)* 2) Review mitigation alternatives and develop mitigation actions *(CRS Step 8)*	August 24, 2022 11:00 a.m. – 12:30 p.m.	Microsoft Teams
FMPC #4	1) Finalize the Mitigation Action Plan *(CRS Step 8)* 2) Review the "Draft" Floodplain Management Plan 3) Solicit comments and feedback from the FMPC	TBD	Microsoft Teams

Planning Step 2: Involve the Public

Public meetings were held at the beginning of the planning process, to introduce the plan update and gather public input, and at the end of the planning process to share the draft plan and solicit feedback. Meetings were publicized a variety of ways, including on the Village website, through social media, and through a formal public notice which was also sent to Village Council and department heads. Documentation of public outreach efforts is provided in Appendix A. The formal public meetings held during the planning process are summarized in Table 2.5.

Table 2.5 – Summary of Public Meeting Dates

Meeting Type	Meeting Topic	Meeting Date	Meeting Locations
Public Meeting #1	1) Introduction to DMA, CRS and the planning process 2) Introduction to hazard identification	June 9, 2022 5:00 – 6:00 p.m.	Go To Meeting webinar
Public Meeting #2	1) Review "Draft" Floodplain Management Plan 2) Solicit comments and feedback from the public	TBD	Go To Meeting webinar

Involving the Public beyond Attending Public Meetings

Early discussions with the FMPC established the initial plan for public involvement. The FMPC agreed to an approach using established public information mechanisms and resources within the community. Public involvement activities for this plan update included press releases, stakeholder and public meetings, an outreach flyer, a public survey, and the collection of public and stakeholder comments on the draft plan.

The FMPC found nine different ways to involve the public beyond attending public meetings. Documentation to support the additional public outreach efforts can be found in Appendix A. The public outreach activities beyond the formal public meetings are summarized below in Table 2.6.

Table 2.6 – Public Outreach Efforts

Location		Event/Message	Date
1	Village social media	Public meeting announcement posted online to encourage participation and comment.	June 2022
2	Village website	Webpage created on Village website to announce the Floodplain Management Plan and explain the planning process and ways to participate.	June 2022
3	Village Hall	Outreach flyer describing the planning process and ways to get involved made available in Village Hall.	June 2022
4	Village website	Public survey responses requested with announcement and link to online version of the survey.	June 2022
5	Village Hall	Hard copies of the public survey made available for public input on planning process.	June 2022
6	Public Library	Hard copies of the public survey made available for public input on planning process.	June 2022
7	Village website	Presentation slides from the first public meeting posted on Village website for public review.	June 2022
8	Village website	Draft Hazard Identification and Risk Assessment posted on Village website with request for public review/comment	July 2022
9	Village website	Draft plan posted on Village website for public review and comment.	October 2022

The public survey which requested public input into the Floodplain Management Plan planning process and the identification of mitigation activities to lessen the risk and impact of future flood hazard events is shown in Figure 2.1 and Figure 2.2. The Village of Palmetto Bay placed a link to the survey on its website. Hard copies were also distributed at Village Hall and the public library. Three responses were received. A summary of the survey results is presented in Appendix A.

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Figure 2.1 – Public Survey, Page 1

Village of Palmetto Bay
Floodplain Management Plan Public Survey

Visit https://forms.office.com/r/rkr1GxS2qW for an online version

The Village of Palmetto Bay is preparing a Floodplain Management Plan to identify and assess our community's flood hazard risks and determine how to best minimize or manage those risks.

This survey is an opportunity for you to share your opinions and participate in the mitigation planning process. The information you provide will help us better understand your hazard concerns and can lead to mitigation activities that help lessen the impacts of future hazard events. **Please help us by completing this survey by Friday, July 29, 2022 and returning it to:**

Andrea Candelaria, Resilience Coordinator
9705 East Hibiscus Street, Palmetto Bay, FL 33157
Or by email to: acandelaria@palmettobay-fl.gov

If you have any questions about this survey or want to learn about other ways to participate in the Floodplain Management Plan, please contact Abby Moore with Wood, a planning consultant for the project, at abigail.moore@woodplc.com.

BACKGROUND INFORMATION

1. What is your affiliation with Palmetto Bay?
   - ☐ I live in Palmetto Bay
   - ☐ I work in Palmetto Bay
   - ☐ I visit Palmetto Bay for shopping/recreation
   - ☐ Other: _____
2. Have you ever experienced or been impacted by high water or flooding in Palmetto Bay?
   - ☐ Yes ☐ No
3. If you answered "Yes" to question 2, please explain your experience with flooding:
4. How concerned are you about the possibility of your community being impacted by flooding?
   - ☐ Very concerned ☐ Somewhat concerned ☐ Not concerned
5. Is your home located in a Federal Emergency Management Agency (FEMA) mapped floodplain?
   - ☐ Yes ☐ No
6. Do you have flood insurance for your home and/or personal property?
   - ☐ Yes ☐ No ☐ I don't know
7. If you do NOT have flood insurance, what is the reason?
   - ☐ My home is not located in a floodplain
   - ☐ I rent
   - ☐ It's too expensive
   - ☐ I never really considered it
   - ☐ I don't need it because my home is elevated or otherwise protected
   - ☐ I don't need it because it never floods
   - ☐ Other: _____

1

Figure 2.2 – Public Survey, Page 2

Village of Palmetto Bay Floodplain Management Plan Public Survey

8. Have you taken any actions to protect your home from flood damage?

☐ Yes ☐ No

9. If you answered "Yes" to question 8, what actions have you implemented?

10. Do you know what government agency/office to contact regarding the risks associated with flooding?

☐ Yes ☐ No

11. What is the best way for you to receive information about how to make your family, home, or neighborhood more resilient to hazards? Please check all that apply.

☐ Newspaper	☐ Public workshops/meetings	☐ Text message
☐ TV Ads/Programming	☐ School meetings	☐ Village website
☐ Radio Ads/Programming	☐ Mail	☐ Village social media
☐ Public library	☐ Email	☐ Other _____

12. What are some steps the Village of Palmetto Bay could take to reduce the risk of flooding in your neighborhood?

Thank you for your input!

Please provide your name and email below if you would like to be informed of future meetings related to the planning process.

Name: _____ Email: _____

2

Planning Step 3: Coordinate

Early in the planning process, the FMPC determined that the risk assessment, mitigation strategy development, and plan approval would be greatly enhanced by inviting outside agencies and organizations to participate in the process. Invitations to support the FMPC and the planning process were extended to federal, state, and local stakeholders that might have an interest in Palmetto Bay's floodplain management efforts. The following stakeholder agencies and organizations were invited to provide data and technical information, review draft documents, and otherwise support the FMPC in the plan's development:

Neighboring Communities

- Miami-Dade County
- City of Coral Gables
- City of Homestead
- Town of Cutler Bay
- Village of Pinecrest

State and Federal Government

- Florida Department of Community Affairs, Emergency Management
- Florida State NFIP Coordinator
- Florida Department of Environmental Protection
- Florida Department of Transportation
- State Floodplain Management Office
- ISO/CRS
- FEMA Region IV
- NOAA
- U.S. Army Corps of Engineers
- U.S. Fish & Wildlife Service
- Key Biscayne National Park
- National Weather Service

Educational Institutions

- Florida International University
- University of Miami

Other Stakeholder Representatives

- American Red Cross
- Palmetto Bay Foundation
- Palmetto Bay Business Association
- Deering Estate Foundation
- South Florida Water Management District
- South Florida Regional Planning Council

A detailed list of stakeholders that were invited to participate is included in Appendix A.

Coordination began with notifying these agencies and organizations via mailed letter of the Village's floodplain management planning process. These stakeholders were informed of opportunities to participate in the planning process and were asked for their assistance in the form of data or input on the plan's development. A sample coordination letter is provided in Appendix A. Further coordination with interested stakeholders included email correspondence to provide opportunities to review the draft HIRA, attend committee and public meetings, and offer input to the FMPC.

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Coordination with Other Community Planning Efforts and Hazard Mitigation Activities

Coordination with other community planning efforts is also paramount to the success of this plan. Mitigation planning involves identifying existing policies, tools, and actions that will reduce a community's risk and vulnerability to hazards. The Village of Palmetto Bay uses a variety of planning mechanisms, such as a Comprehensive Plan, Land Development Code, and other plans and ordinances to guide growth and development. Integrating existing planning efforts and policies into this plan establishes a credible and inclusive plan that ties into and supports other community programs. The development of this plan incorporated information from the plans, studies, reports, and other relevant data listed in Table 2.7.

Table 2.7 – Summary of Coordination with Other Community Planning Efforts

Resource Referenced	Use in this Plan
Village of Palmetto Bay Comprehensive Plan, February 2015	Incorporated into the assessment of growth and development trends in Section 3 and used to evaluate the impact of future conditions in Section 4.
Village of Palmetto Bay Code of Ordinances	Used to evaluate mitigation capabilities in Section 5 and to inform the review of mitigation action alternatives in Section 6 and Appendix B.
Village of Palmetto Bay Program for Public Information	Used to evaluate outreach capabilities in Section 5.
Miami-Dade County Local Mitigation Strategy, July 2020	Used to develop the hazard identification and hazard profiles in Section 4 and to develop mitigation action alternatives in Section 6 and Appendix B.
State of Florida Hazard Mitigation Plan, 2018	Used to develop the hazard identification and hazard profiles in Section 4.

These and other documents were reviewed and considered, as appropriate, during the collection of data to support Planning Steps 4 and 5, which include the hazard identification, risk and vulnerability assessment, and capability assessment. The data was also used in Planning Steps 6, 7, and 8 to develop the mitigation strategy. Each source document is referenced where its data is used in this plan.

2.2.2 Phase II – Risk Assessment

Planning Steps 4 and 5: Identify/Assess the Hazard and Assess the Problem

The FMPC completed a comprehensive effort to identify, document, and profile all flood hazards that have, or could have, an impact on the planning area. Geographic information systems (GIS) were used to display, analyze, and quantify hazards and vulnerabilities. A draft of the risk and vulnerability assessment was posted on the Village's website for FMPC and public review and comment. A detailed description of the risk assessment process and the results are included in Section 4 Flood Risk Assessment.

The FMPC also conducted a capability assessment to review and document the Village's current capabilities to mitigate flood risk and vulnerability. By collecting information about existing government programs, policies, regulations, ordinances, and emergency plans, the FMPC could assess those activities and measures already in place that contribute to mitigating some of the risks and vulnerabilities identified. These findings are summarized in Section 5 Capability Assessment.

2.2.3 Phase III – Mitigation Strategy

Planning Steps 6 and 7: Set Goals and Review Possible Activities

Wood facilitated brainstorming and discussion sessions with the FMPC that described the purpose and process of developing planning goals and objectives, a comprehensive range of mitigation alternatives, and a method of selecting and defending recommended mitigation actions using a series of selection criteria. This information is included in Section 6 Mitigation Strategy. Additional documentation on the process the FMPC used to develop the goals and strategy has been included in Appendix B.

Planning Step 8: Draft an Action Plan

A complete first draft of the plan was prepared based on input from the FMPC regarding the draft risk assessment and the goals, objectives, and actions identified in Planning Steps 6 and 7. This draft was posted for FMPC and public review and comment on the Village's website. Outside stakeholders were also invited to comment on this draft. FMPC, public, and stakeholder comments were integrated into the final draft for the FDEM and ISO to review and approve, contingent upon final adoption by the Village.

2.2.4 Phase IV – Plan Maintenance

Planning Step 9: Adopt the Plan

To secure public and political buy-in and officially implement the plan, the plan was reviewed and adopted by the Village Council as documented in the corresponding resolution in Section 7 Plan Adoption.

Planning Step 10: Implement, Evaluate and Revise the Plan

Implementation and maintenance of the plan is critical to the overall success of floodplain management planning. Up to this point in the planning process, the FMPC's efforts have been directed at researching data, coordinating input from participating entities, and developing appropriate mitigation actions. Section 8 Plan Implementation and Maintenance provides an overview of the approach to be followed for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. Section 8 also discusses integration of the plan into existing planning mechanisms and how to address continued public involvement.

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3 Community Profile

This section provides an overview of past and current conditions in the planning area. It contains the following subsections:

- 3.1 Overview of the Community
- 3.2 Topography and Climate
- 3.3 Cultural, Historic, and Natural Resources
- 3.4 History
- 3.5 Economy
- 3.6 Housing
- 3.7 Population
- 3.8 Social Vulnerability
- 3.9 Growth and Development Trends

3.1 Overview of the Community

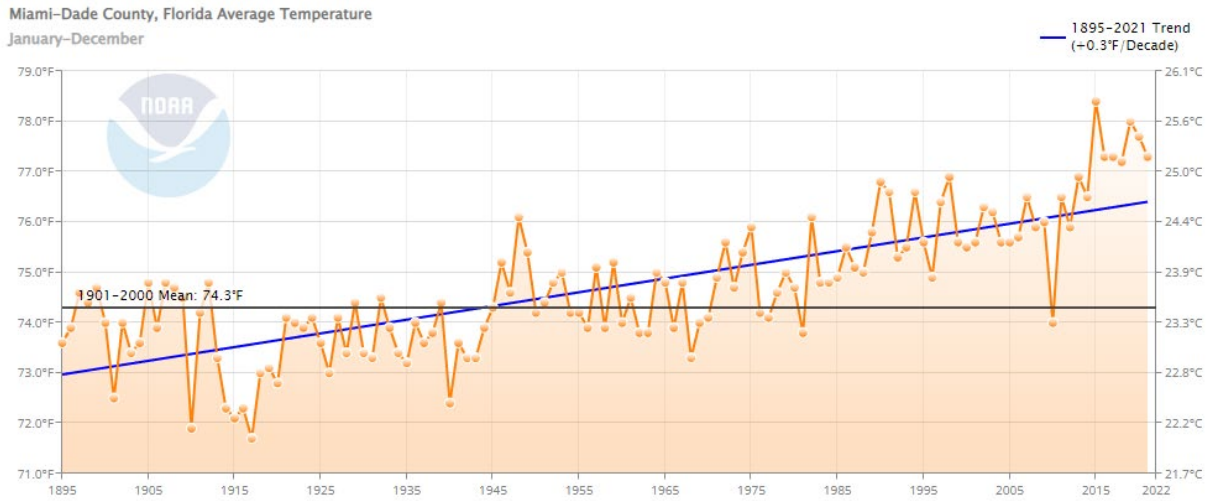
The Village of Palmetto Bay, situated in the Southeastern coast of Florida, is a small coastal village in Miami-Dade County Florida. The Village has a total land area of approximately 8.29 square miles and is located alongside Biscayne Bay and the Cutler Channel. The northern portion of the Village is directly inland from King's Bay and Deering Bay coastal communities. The Village is served by U.S. Highway 1. US-1 connects Palmetto Bay to the City of Miami and the Village of Pinecrest directly north. The Town of Cutler Bay is directly south and South Miami Heights is just southwest. FL-992 connects Palmetto Bay west to the Towns of Richmond Heights and Palmetto Estates. According to the U.S. Census Bureau's American Community Survey, the Village had an estimated population of 24,308 in 2020.

Figure 3.3 reflects the Village of Palmetto Bay's location within Miami-Dade County and in relation to the surrounding cities and towns. Figure 3.4 provides a base map for the Village showing the Village limits.

3.2 Topography and Climate

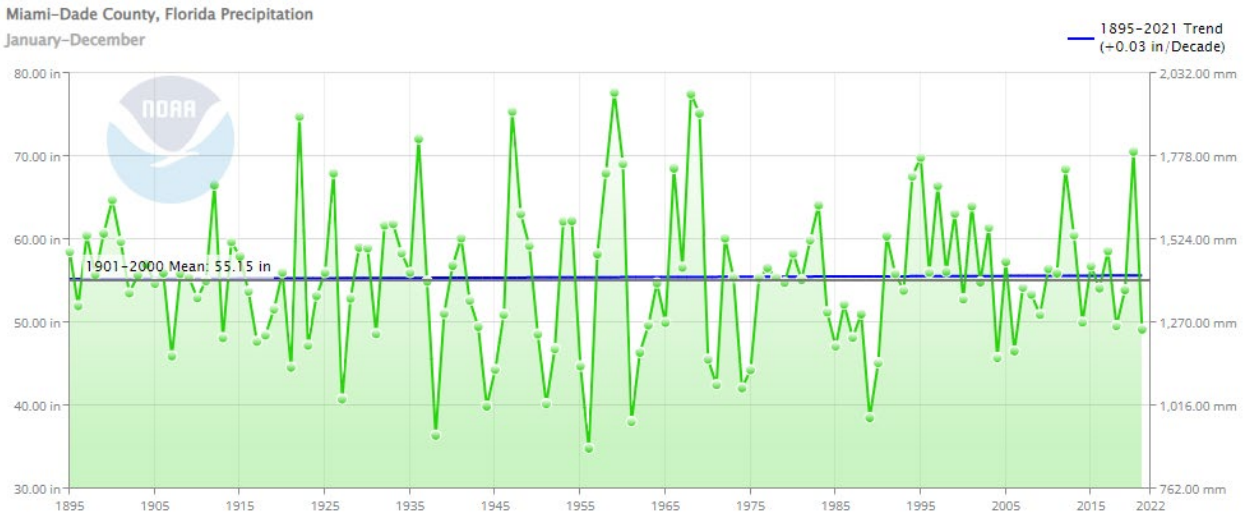
The Village of Palmetto Bay has a generally flat topography with elevation ranging between 0 and 161 feet above sea level – average elevation is 23 ft. The Village has a moderate climate; Miami-Dade County's average annual temperature is 74.3 degrees Fahrenheit, and average annual precipitation is approximately 55.2 inches, as measured by NOAA data and shown in Figure 3.1 and Figure 3.2 below.

Figure 3.1 – Average Annual Temperature, Miami-Dade, FL



Source: NOAA Climate at a Glance

Figure 3.2 – Annual Precipitation, Miami-Dade County, FL



Source: NOAA Climate at a Glance

Palmetto Bay is located completely within the Southeast Coast – Biscayne Bay watershed, which covers 3,676 square miles and spans 2 counties. The White Oak Basin contains 18 subbasins. Figure 3.5 illustrates the HUC-12 drainage basins in and around Palmetto Bay.

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Figure 3.3 – Location Map

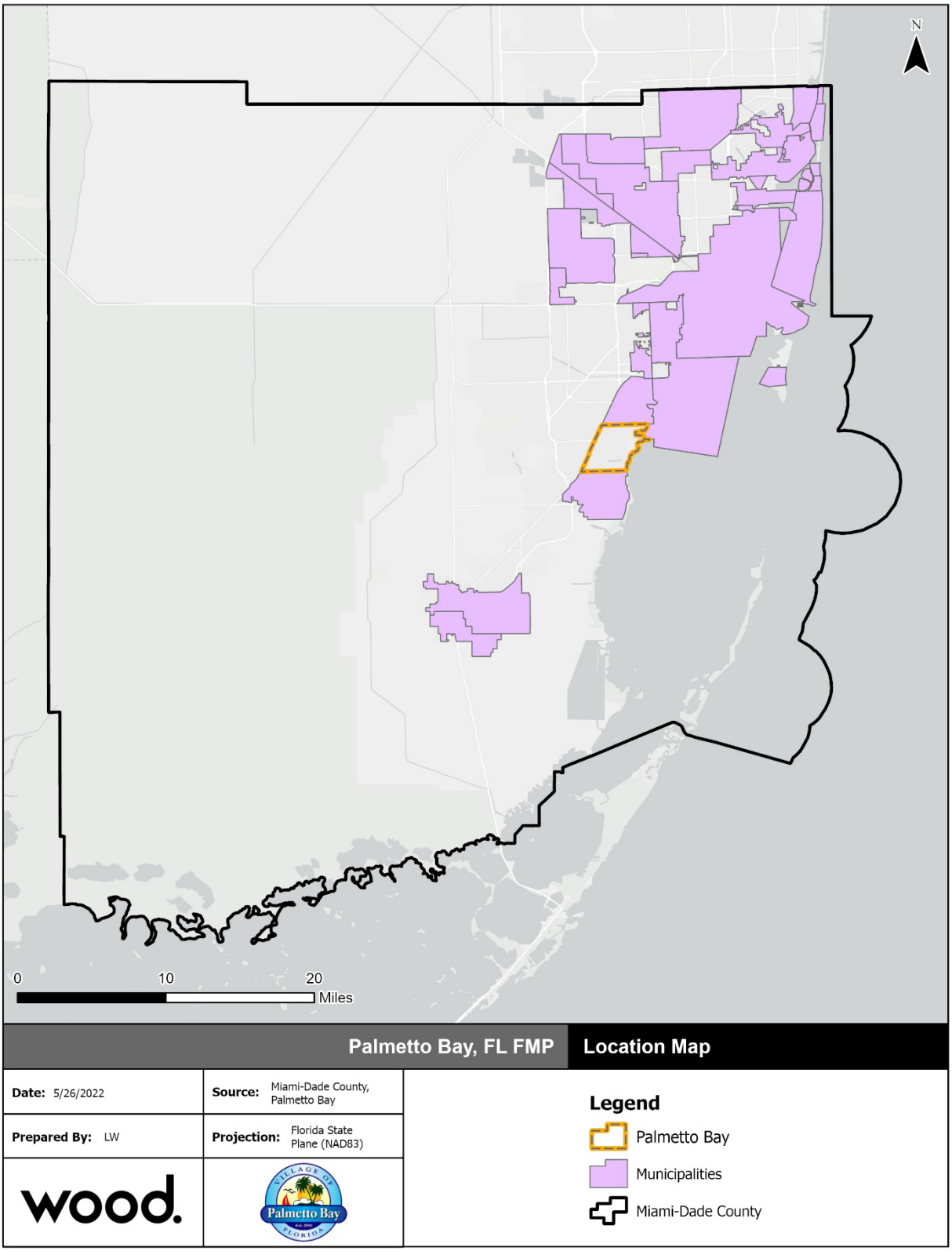


Figure 3.4 – Base Map

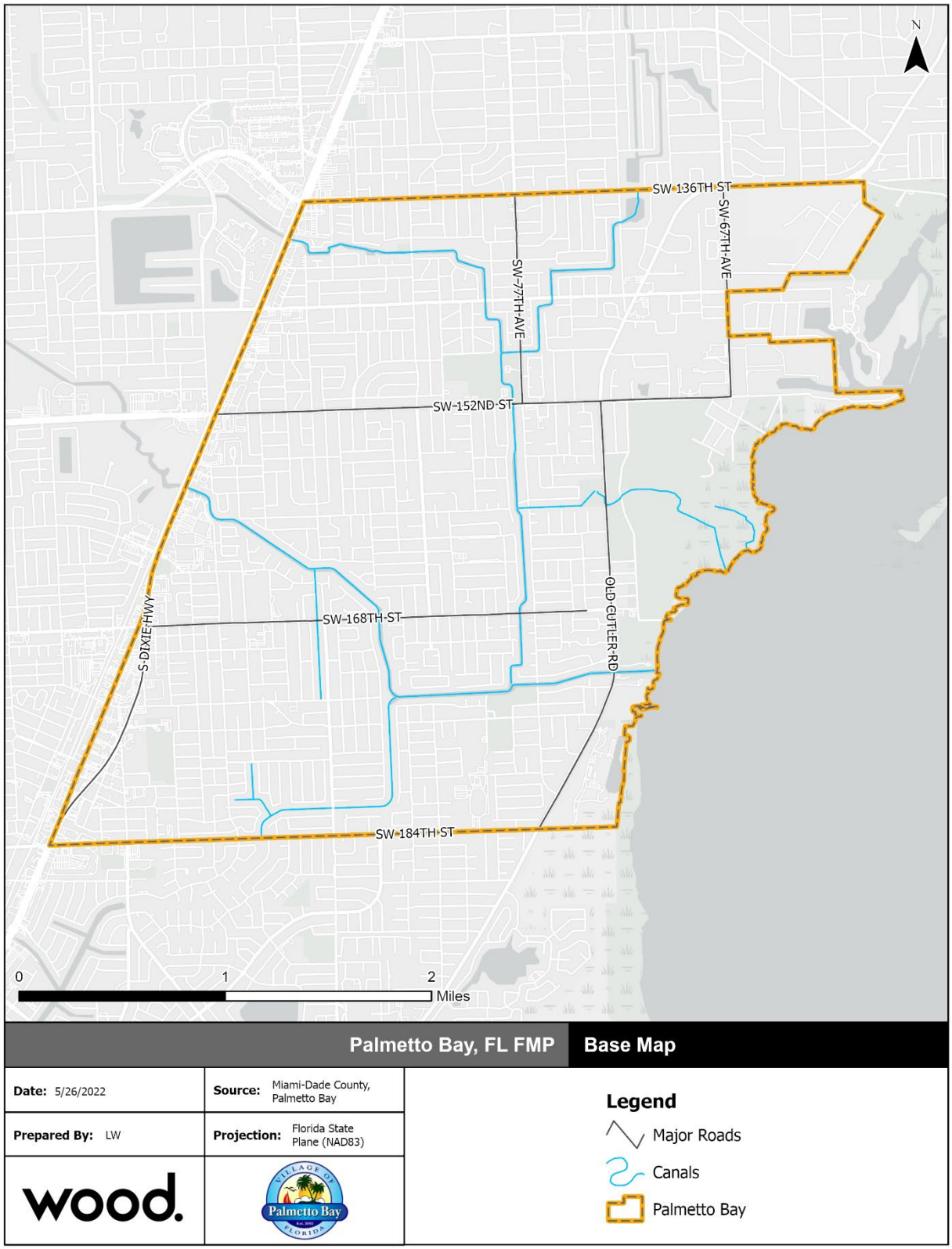
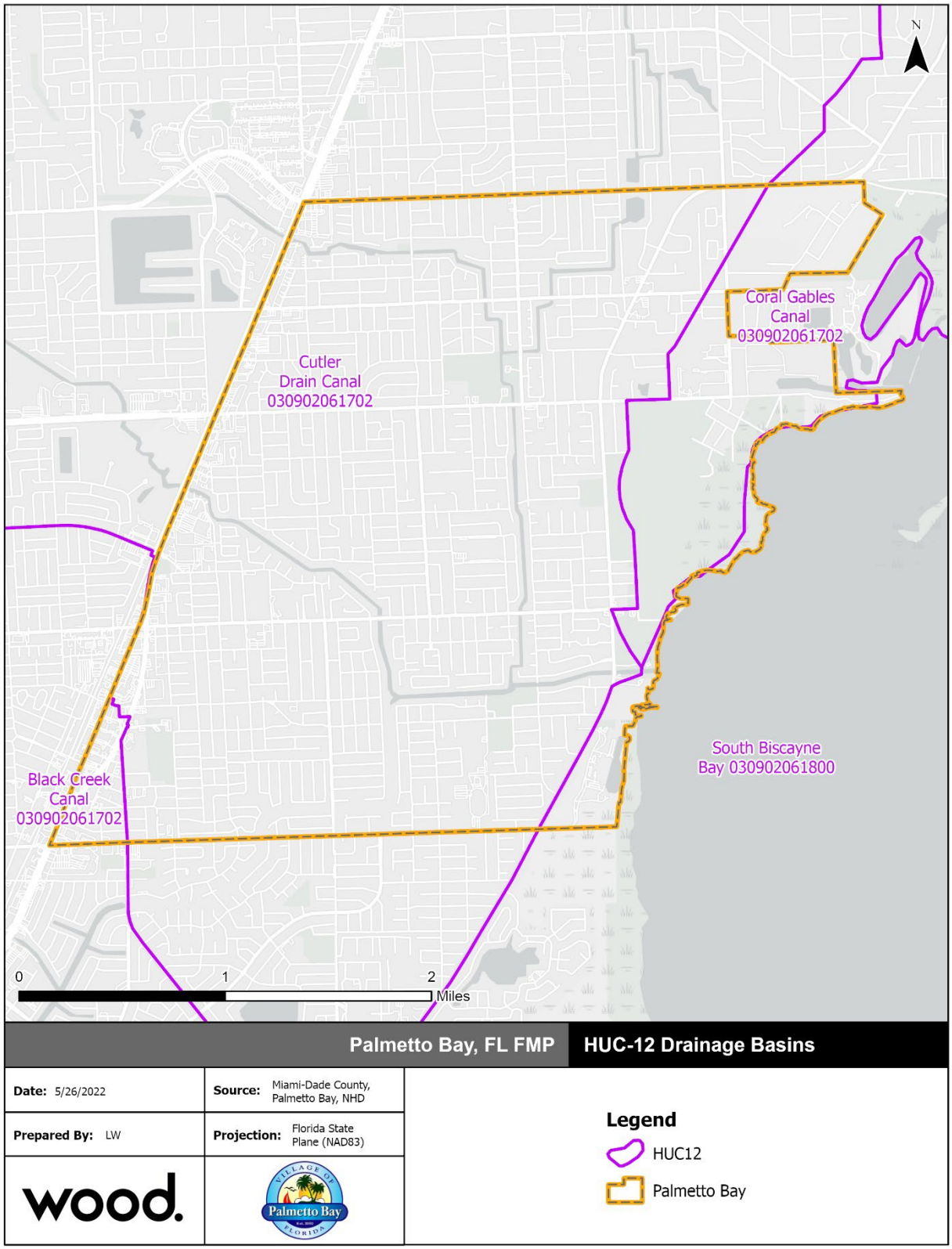


Figure 3.5 – HUC 12 Drainage Basins



3.3 Cultural, Historic and Natural Resources

Historic Resources

The Village of Palmetto Bay has one listing on the National Register of Historic Districts: the Charles Deering Estate. Listing on the National Register signifies that these structures and districts have been determined to be worthy of preservation for their historical values.

Cultural Resources

Situated on the shores of Biscayne Bay, Palmetto Bay offers quick access to unique recreational opportunities and bay vistas. Village residents enjoy the benefits of an extensive park system composed of five Village parks and two county facilities. Palmetto Bay is known as "Village of Parks" due to the park system and programs offered at the various facilities. The parks offer recreational opportunities ranging from active to passive with an array of programs and activities, and even a neighborhood library.

Palmetto Bay has a commercial corridor along South Dixie Highway that is easily and quickly accessible from any location within Village limits. Restaurants, lodging, retail services, and shopping venues - from major chains to family-owned enterprises are among the Village's commercial base.

Natural Features and Resources

Parks, Preserve and Conservation

According to the Parks and Recreation Department website, the Village manages 744 acres of parkland. The Village's Parks and Recreation Department manages and operates an array of parks and recreation facilities, including five Village parks, two regional parks managed by Miami-Dade County – the Charles Deering Estate and Bill Sadowski Park, and one dog park.

Public recreational facilities include playgrounds, picnic areas, soccer fields, tennis courts, racquetball courts, football, softball, and baseball fields, basketball courts, a skate park, an amphitheater, as well as trails, boat launches, and other amenities. The Coral Reef Park houses the Natural Pinelands Preserve.

The Thalatta Estate Park is a Mediterranean Revival style house built in 1926 and preserved as a park by the Village. The park offers direct access to the waters of Biscayne Bay and allows for a habitat of herons, pelicans, marine iguanas, and other plant and wildlife to thrive in and around the mangroves, which adorn the northeast portion of the property.

Water Bodies and Floodplains

Within Palmetto Bay there is about 889 acres of conservation lands and open space, including coastal wetlands, open waters, vegetative land cover. These lands make up approximately 13 percent of the Village's planning jurisdiction. Traditional land uses are not desirable in these areas, but some development, such as public buildings or facilities to support existing uses or natural resource enhancement, are allowable according to the Village's 2015 Land Use Plan. These lands are primarily found in the eastern portions of the Village's planning jurisdiction, along the shoreline.

According to the Effective FIRMs, over 2,769.8 acres of the land within the Village are located within a 1-percent-annual-chance floodplain and over 84 acres are within a 0.2-percent-annual-chance floodplain. A summary of acreage by flood zone is as follows: Zone VE (195 acres); Zone AE (2,769 acres); Zone X Shaded (84 acres); and Zone X Unshaded (2,343 acres).

Natural and Beneficial Floodplain Functions: Under natural conditions, a flood causes little or no damage in floodplains. Nature ensures that floodplain flora and fauna can survive the more frequent inundations, and the vegetation stabilizes soils during flooding. Floodplains reduce flood damage by allowing flood waters to spread over a large area. This reduces flood velocities and provides flood storage to reduce peak flows downstream.

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Wetlands

Wetlands in Palmetto Bay generally follow the major hydrology and are found within areas that are deemed flood hazard areas which provide additional regulations that make these areas difficult to develop. According to the National Land Cover Database, the Village's planning jurisdiction contains approximately 420 acres of wetlands.

Natural and Beneficial Wetland Functions: The benefits of wetlands are hard to overestimate. They provide critical habitat for many plant and animal species that could not survive in other habitats. They are also critical for water management as they absorb and store vast quantities of storm water, helping reduce floods and recharge aquifers. Not only do wetlands store water like sponges, they also filter and clean water as well, absorbing toxins and other pollutants.

Threatened and Endangered Species

The U.S. Fish and Wildlife Service maintains a regular listing of threatened species, endangered species, species of concern, and candidate species for counties across the United States. Miami-Dade County has 45 species that are listed with the U.S. Fish and Wildlife Services, and 14 species under review. Table 3.1 below shows the species identified as threatened, endangered, or other classification in Miami-Dade County.

Table 3.1 – Threatened and Endangered Species

Common Name	Scientific Name	Federal Status
Gulf Sturgeon	*Acipenser oxyrinchus (=oxyrhynchus) desotoi*	Threatened
American Alligator	*Alligator mississippiensis*	Similarity of Appearance (Threatened)
Cape Sable Seaside Sparrow	*Ammodramus maritimus mirabilis*	Endangered
Florida Grasshopper Sparrow	*Ammodramus savannarum floridanus*	Endangered
Crenulate Lead-Plant	*Amorpha crenulata*	Endangered
Florida Leafwing Butterfly	*Anaea troglodyta floridalis*	Endangered
Blodgett's Silverbush	*Argythamnia blodgettii*	Threatened
Florida Brickell-Bush	*Brickellia mosieri*	Endangered
Red Knot	*Calidris canutus rufa*	Threatened
Loggerhead Sea Turtle	*Caretta caretta*	Threatened
Pineland Sandmat	*Chamaesyce deltoidea pinetorum*	Threatened
Deltoid Spurge	*Chamaesyce deltoidea ssp. deltoidea*	Endangered
Garber's Spurge	*Chamaesyce garberi*	Threatened
Piping Plover	*Charadrius melodus*	Threatened
Cape Sable Thoroughwort	*Chromolaena frustrata*	Endangered
Miami Tiger Beetle	*Cicindelidia floridana*	Endangered
Florida Semaphore Cactus	*Consolea corallicola*	Endangered
American Crocodile	*Crocodylus acutus*	Threatened
Miami Blue Butterfly	*Cyclargus (=Hemiargus) thomasi bethunebakeri*	Endangered
Florida Prairie-Clover	*Dalea carthagenensis floridana*	Endangered
Leatherback Sea Turtle	*Dermochelys coriacea*	Endangered
Florida Pineland Crabgrass	*Digitaria pauciflora*	Threatened
Eastern Indigo Snake	*Drymarchon corais couperi*	Threatened
Hawksbill Sea Turtle	*Eretmochelys imbricata*	Endangered
Florida Bonneted Bat	*Eumops floridanus*	Endangered

Common Name	Scientific Name	Federal Status
Small's Milkpea	*Galactia smallii*	Endangered
Gopher Tortoise	*Gopherus polyphemus*	Candidate
Schaus Swallowtail Butterfly	*Heraclides aristodemus ponceanus*	Endangered
Beach Jacquemontia	*Jacquemontia reclinata*	Endangered
Sand Flax	*Linum arenicola*	Endangered
Carter's Small-Flowered Flax	*Linum carteri carteri*	Endangered
Wood Stork	*Mycteria americana*	Threatened
Stock Island Tree Snail	*Orthalicus reses (not incl. nesodryas)*	Threatened
Red-Cockaded Woodpecker	*Picoides borealis*	Endangered
Audubon's Crested Caracara	*Polyborus plancus audubonii*	Threatened
Tiny Polygala	*Polygala smallii*	Endangered
Puma (Mountain Lion)	*Puma (=Felis) concolor (all subsp. except coryi)*	Similarity of Appearance (Threatened)
Florida Panther	*Puma (=Felis) concolor coryi*	Endangered
Everglade Snail Kite	*Rostrhamus sociabilis plumbeus*	Endangered
Everglades Bully	*Sideroxylon reclinatum ssp. austrofloridense*	Threatened
Bartram's Hairstreak Butterfly	*Strymon acis bartrami*	Endangered
West Indian Manatee	*Trichechus manatus*	Threatened
Florida Bristle Fern	*Trichomanes punctatum ssp. floridanum*	Endangered
Bachman's Warbler	*Vermivora bachmanii*	Endangered
Carter's Mustard	*Warea carteri*	Endangered

Source: U.S. Fish & Wildlife Service (https://ecos.fws.gov/ecp/report/species-listings-by-current-range-county?fips=12086)

3.4 History

For centuries many different people have inhabited the area that became Palmetto Bay. Native Paleo-Indians, Tequestas, Seminoles, Afro-Bahamians, and Anglo-Americans have at different times lived in the coastal village. In what is today the Deering Estate property, early inhabitants established a camp 10,000 years ago. Tequesta Indians appeared 4,000 years ago, roaming the region as hunters and fishermen. It is estimated that several hundred thousand Tequesta natives lived in the area. By 1513 Spanish settlers arrived bringing disease to the native people in south Florida and by the 1700s very few had survived.

During the Second Seminole War in 1838, the federal government awarded a large parcel of land in South Dade to Dr. Henry Perrine. The land grant encompassed 36 square miles covering the area that today is a part of Pinecrest, Palmetto Bay and the Falls. Dr. Perrine chose what he considered to be the best parcel of land in South Dade, the historic ridge overlooking Biscayne Bay, for the site of his township. After Dr. Perrine's untimely death, it was not until 1897 that the valuable farmland could be legitimately sold and settled.

In 1883, Dr. William Cutler arrived and acquired 600 acres next to the Perrine land grant. The Town of Cutler, formerly located at the intersection of SW 168 Street and Old Cutler Road, grew quickly. A decade later, Charles Deering bought much of the land in dormant Cutler to build his estate. Today, the Estate grounds are environmentally protected lands and a historical preserve.

On November 6, 1995, the Alliance of Palmetto South Homeowners Association petitioned Miami-Dade County to incorporate Palmetto Bay. After several years and a tumultuous process, it wasn't until September 2002 that the Village was incorporated into Miami-Dade as the 33rd municipality in the County.

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3.5 Economy

Per the 2016-2020 American Community Survey 5-Year Estimates, the median household income for the Village of Palmetto Bay is $123,235. An estimated 5.5% of the population is considered to be living below the poverty level. Table 3.2 shows employment and unemployment rates along with industry employment by major classification for the Village. Major employers for Miami-Dade County are listed in Table 3.3.

Table 3.2 – Employment and Occupation Statistics for Palmetto Bay Village, FL

Employment Status	Percentage
In labor force	68.2
Employed	63.7
Unemployed	4.5
Armed Forces	0.0
Not in labor force	31.8
Occupation	
Management, business, science and arts	56.7
Service	11.9
Sales and office	21.8
Natural resources, construction and maintenance	3.2
Production, transportation and material moving	6.4

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates

Table 3.3 – Major Employers in Miami-Dade County

Corporation/Organization	Service/Product by SIC Code	# of Employees
Baptist Health South Florida	Health Care	10,000+
University of Miami	Education	10,000+
American Airlines	Aviation	10,000+
Florida Power & Light Company	Utility	1000+
Carnival Cruise Lines	Hospitality and Tourism	1000+
Mount Sinai Medical Center	Health Care	1000+
Miami Children's Hospital	Health Care	1000+
Royal Caribbean International/Celebrity Cruises	Hospitality and Tourism	1000+
Bank of America	Banking and Finance	1000+
Wells Fargo	Banking and Finance	1000+

Source: Miami-Dade Beacon Council, 2017

3.6 Housing

According to the 2016-2020 American Community Survey 5-Year Estimates, there are 7,961 housing units in Palmetto Bay, 93.6% of which are occupied. Approximately 20.1% of occupied units are renter-occupied, indicating a moderate level of pre- and post-disaster vulnerability. Median home value in Palmetto Bay is $585,600. Of the Village's owner-occupied housing units, 67.4% have a mortgage.

The majority of householders moved into their current homes since 2009; 21.4% moved in between 2010 and 2014, 32.1% moved in between 2015 and 2018, and 5.4% moved in in 2019 or later. About 2.7% of households have no vehicle available to them, which suggests these residents may have difficulty in the event of an evacuation.

3.7 Population

The Village of Palmetto Bay had 23,410 residents at the time of the 2010 U.S. Census and an estimated population of 24,308 in 2020. As of 2020, the Palmetto Bay population density is 2,932 persons per square mile, which is much higher than the state average density of 396 persons per square mile. Table 3.4 provides demographic profile data from the 2020 American Community Survey 5-Year Estimates.

Table 3.4 – Palmetto Bay Demographic Profile Data, 2020

Demographic	Palmetto Bay
Gender/Age	
Male	51.4%
Female	48.6%
Median Age (years)	40.4
Under 5 Years	6.0%
65 Years and Over	13.5%
Race/Ethnicity (One Race)	
White	43.9%
Black or African American	2.4%
Asian	4.6%
American Indian/Alaska Native	0.0%
Other Race	0.4%
Two or more Races	2.6%
Hispanic or Latino	45.3%
Education	
High School Graduate or Higher*	95.4%
Bachelor's Degree or Higher*	59.4%

Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates
[1]Hispanics may be of any race, so also are included in applicable race categories.
*Based on population 25 years and older

3.8 Social Vulnerability

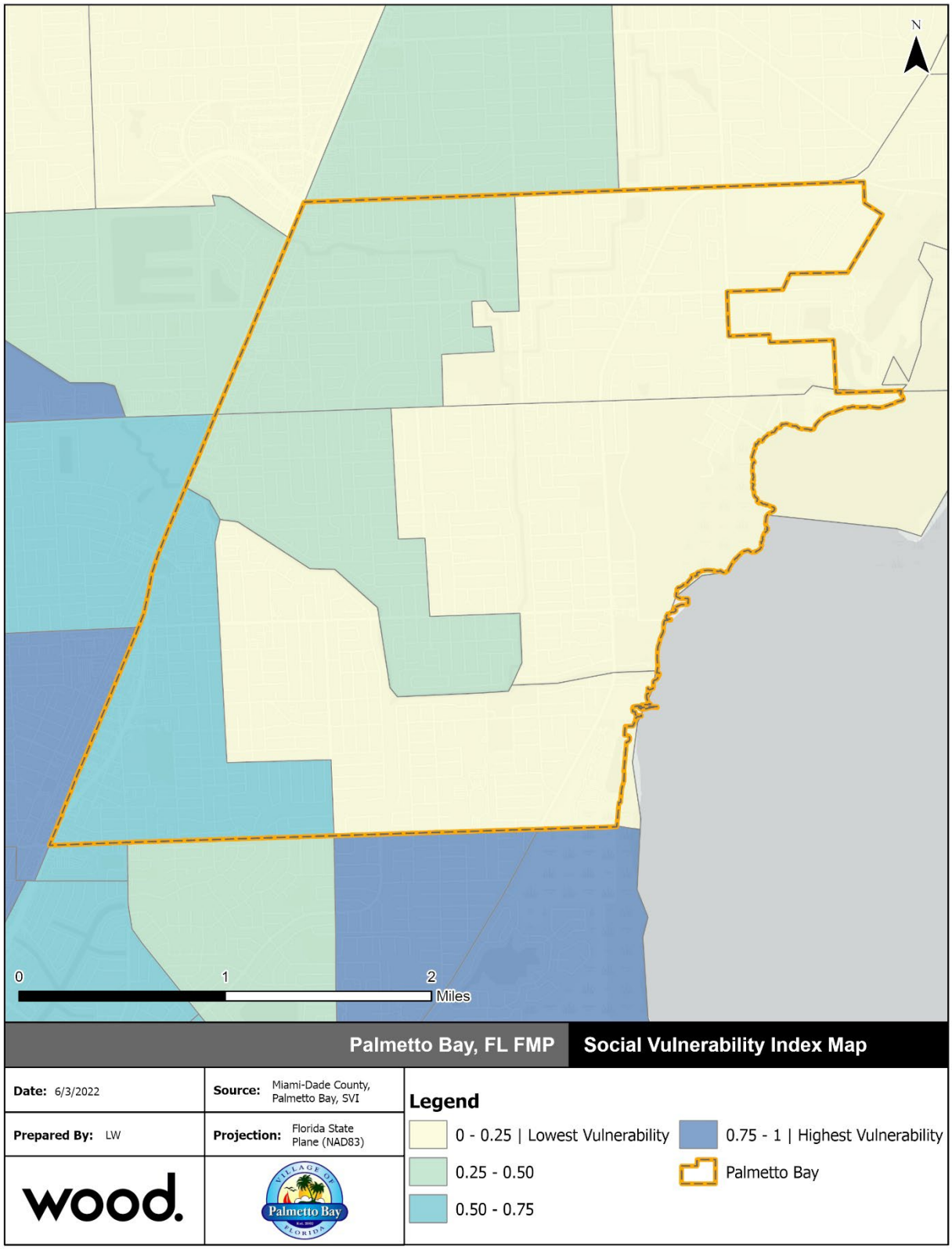
Social vulnerability refers to the factors that may weaken a community's capacity to prepare for and respond to hazard events. Understanding where social vulnerability is higher and what factors are contributing to it can enable the community to mitigate that vulnerability and improve local resilience.

The Center for Disease Control and Prevention (CDC) has developed a social vulnerability index (SVI) to measure the resilience of communities when confronted by external stresses such as natural hazards. The SVI indicates the relative vulnerability within Census tracts based on 15 social factors: poverty, unemployment, income, education, age, disability, household composition, minority status, language, housing type, and transportation access. These factors are summarized into four themes: socioeconomic status, household composition/disability, race/ethnicity/language, and housing type/transportation. Using this SVI information can help the Village to prioritize pre-disaster aid, allocate emergency preparedness and response resources, and plan for the provision of recovery support.

Figure 3.6 shows the relative social vulnerability for Palmetto Census tracts according to SVI data.

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Figure 3.6 – Social Vulnerability by Census Tract



Source: CDC Social Vulnerability Data, 2018

Per the CDC SVI information, social vulnerability is highest in the southwestern portion of the Village, in downtown Palmetto Bay. The majority of the village has low vulnerability with some portions in central and northwestern Palmetto Bay having moderate vulnerability.

3.9 Growth and Development Trends

As of 2020, the Village of Palmetto Bay ranked 104th in size (population) among Florida's 400-plus municipalities. From 2010 to 2020 the Village grew at a rate of 3.83%. Palmetto Bay accounts for 0.90% of Miami-Dade County's population, down slightly from 0.94% in 2010.

The major growth in Palmetto Bay occurs Downtown along its major thoroughfare, Highway 1, in an area designated as the Franjo Activity Center. Additionally, because of the Village's location (bordered by water), newer development is occurring on the western edge of the village while the eastern side of Palmetto Bay is established low density residential housing and preserved open space.

Over the next 10 years the Village of Palmetto Bay can expect an increase in housing in the Downtown area. New multifamily rental housing will likely be the strongest development trend for the Village.

3.9.1 Future Growth and Development

A land use plan is intended to provide a framework that will guide local government officials and private citizens as they make day-to-day and long-term decisions affecting growth and development. The February 2015 Comprehensive Plan Land Use Plan serves as an overall "blueprint" for the development of Palmetto Bay that when implemented results in the most suitable and appropriate use of the land and protection of the Village's natural resources.

Existing Land Use

The National Land Cover Database summarizes existing land cover across the U.S. and is a useful resource to distinguish between developed and undeveloped land. Figure 3.7 shows land cover in Palmetto Bay as of 2019 and Table 3.5 summarizes the acreage in each land cover category. Around 86.4% of the land in the Village is developed, much of that development is throughout the entire planning area. Widespread development equates to a concentration of impervious surface, which means stormwater runoff is likely to contribute to flooding issues in these areas.

Table 3.5 – Land Cover in Palmetto Bay, FL

NLCD Category	Acreage	Percent of Total (%)
Open Water	17.1	0.3%
Developed, Open Space	1,078.8	20.0%
Developed, Low Intensity	2,949.0	54.7%
Developed, Medium Intensity	441.9	8.2%
Developed, High Intensity	190.1	3.5%
Barren Land (Rock/Sand/Clay)	1.6	0.0%
Deciduous Forest	2.2	0.0%
Evergreen Forest	171.2	3.2%
Mixed Forest	0.9	0.0%
Shrub/Scrub	85.2	1.6%
Grassland/Herbaceous	18.7	0.3%
Pasture/Hay	12.7	0.2%
Cultivated Crops	5.3	0.1%
Woody Wetlands	332.0	6.2%
Emergent Herbaceous Wetlands	87.6	1.6%
Total	**5,394.4**	**--**

Source: National Land Cover Database 2019

According to the NLCD data, vacant or undeveloped land, including open water, makes up approximately 14% of the total area within the Palmetto Bay planning jurisdiction. Table 3.6 shows that approximately 68% of land within the Palmetto Bay planning jurisdiction is zoned for residential use. Commercial uses represent approximately 8.4% of existing land use. Agriculture represents approximately 1.1% of land use, and Parks, Public Facilities, and open space make up about 6.5% of the planning area. On the following page, Figure 3.8 shows the current land use for each parcel in the planning area.

Table 3.6 – Existing Land Use Zoning (Acreage)

Existing Land Use Category	Acreage	Percent of Total (%)
Agricultural	61.5	1.1%
Apartment Residential	27.9	0.5%
Business District	128.8	2.4%
Downtown	290.2	5.4%
Estate Single Family	3,367.2	62.4%
Interim District	270.3	5.0%
Multi-Family Residential	18.7	0.3%
Office District	8.9	0.2%
Parks and Public Facilities	83.2	1.5%
Planned Area Development	15.9	0.3%
Single Family Residential	244.7	4.5%
Townhouse Residential	16.8	0.3%
Village Mixed Use	24.9	0.5%
Total	**4,559.0**	**--**

Source: Village of Palmetto Bay

Future Land Use

The purpose of the Future Land Use Map is to graphically depict Palmetto Bay's policies for growth and land development and the projected patterns of future land use. The Future Land Use Map was prepared with consideration given to land development objectives and policies, natural constraints and limitations, overall land suitability, and the ability to provide the infrastructure to support growth and development.

The Village's Future Land Use Map classifications include the following categories and subcategories:

- Residential
  - Estate Density Residential
  - Low Density Residential
  - Low-Medium Density Residential
  - Medium Density Residential
  - Medium-High Residential and Hotel
  - Office and Residential
- Business and Office
- Institutional and Public Facility Use
- Civic Use
- Village Mixed Use
- Franjo Activity Center
- Environmental Protection
- Parks and Recreation
- Environmentally Protected Parks
- Agricultural Use
- Water Bodies

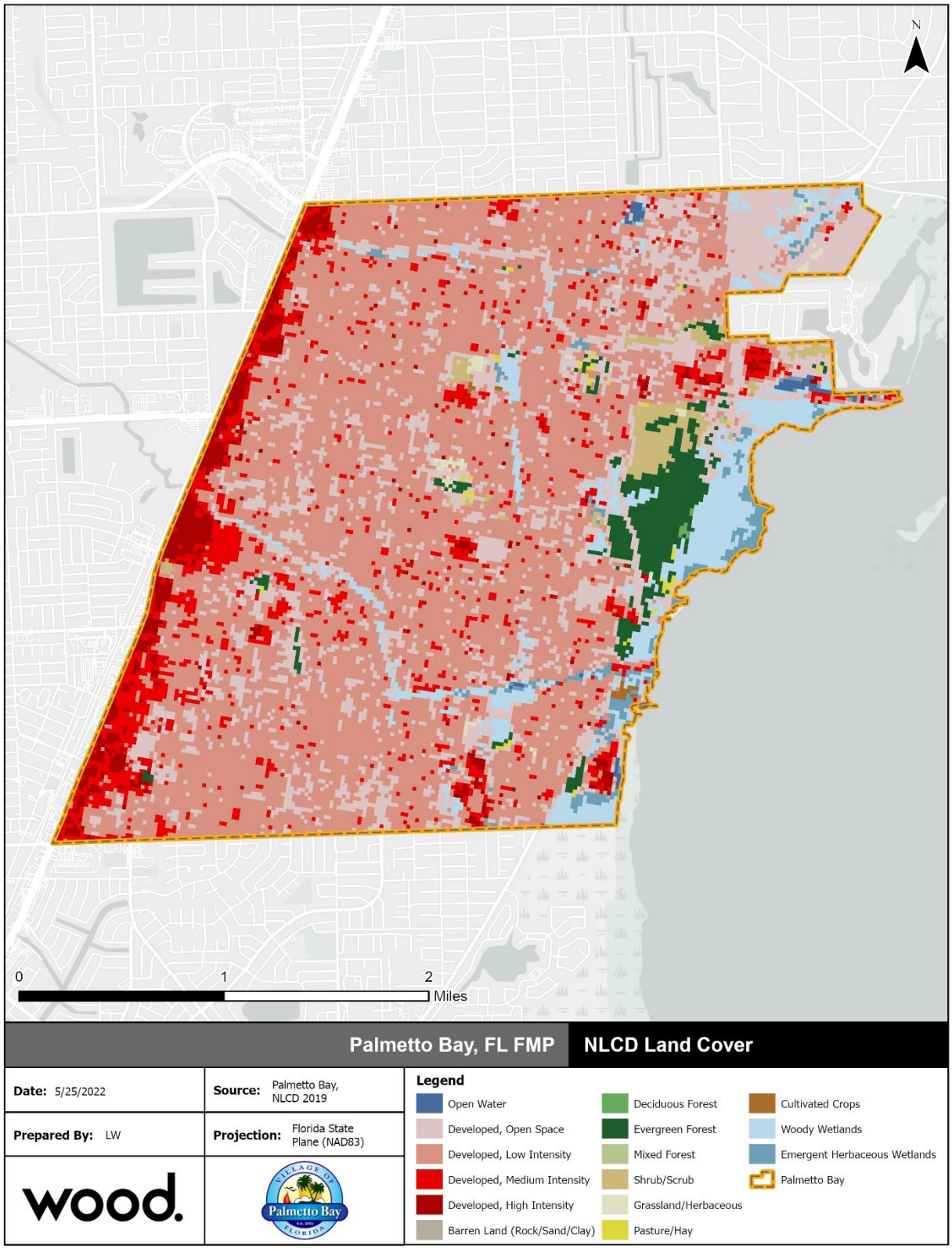
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Generally, growth and land development is anticipated to occur in all future land use categories except for the Environmental Protection classification and only resource-enhancing facilities are allowed in the Environmentally Protected Parks classification. The type and intensity of projected development varies within each future land use map classification. Future Land Use projections are delineated in Figure 3.9.

According to Village staff, there are no plans for new Village-owned facilities for construction within the next five years. However, private development is expected. There are four known mixed-use and residential projects that will be developed within the next five years, all of which are located in the Village Downtown District. Parkview Mixed-Use, Vista Mixed-Use, Addison Landing Mixed-Use, and Palmetto Bay Development Mixed-Use.

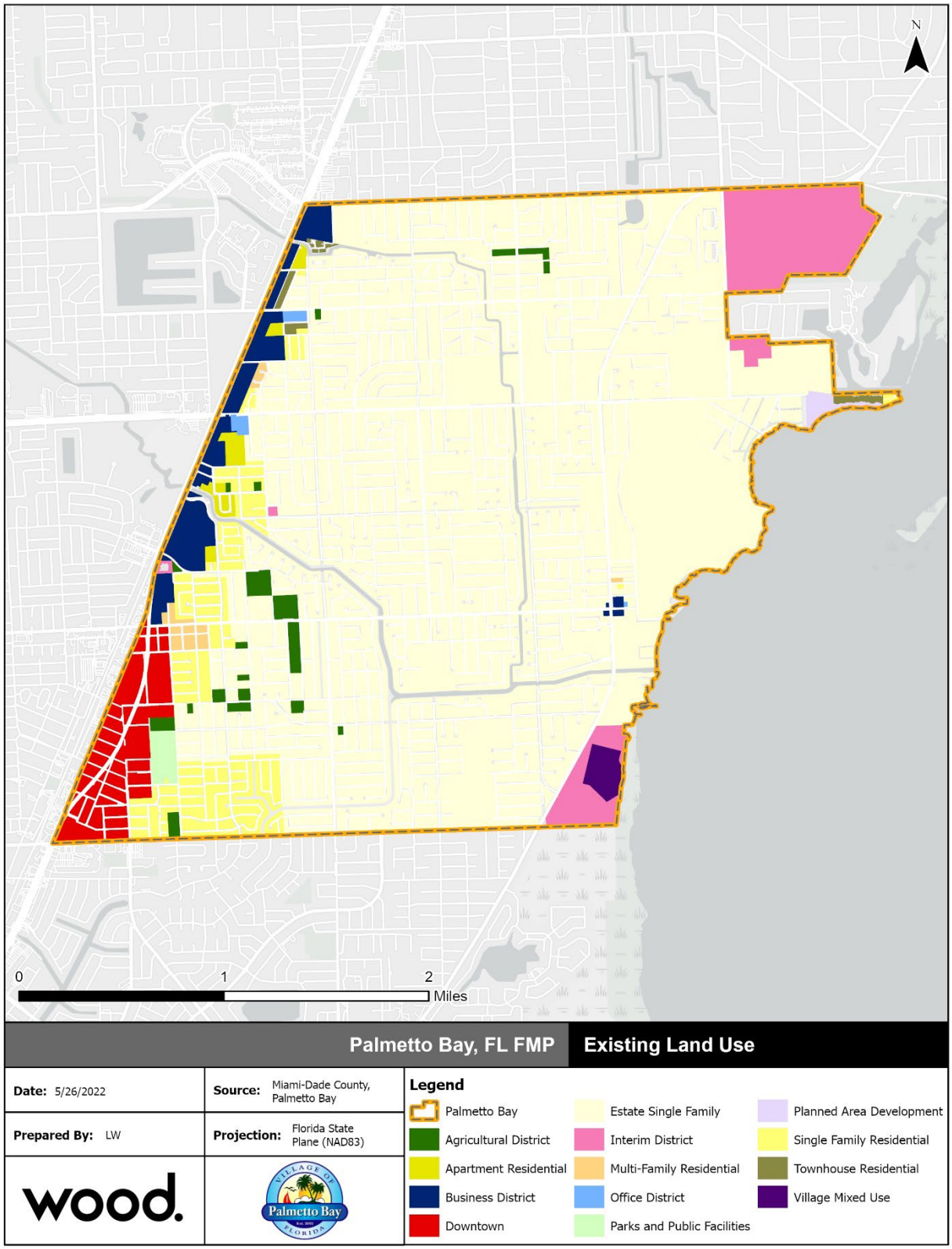
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Figure 3.7 – Land Cover in Palmetto Bay, FL



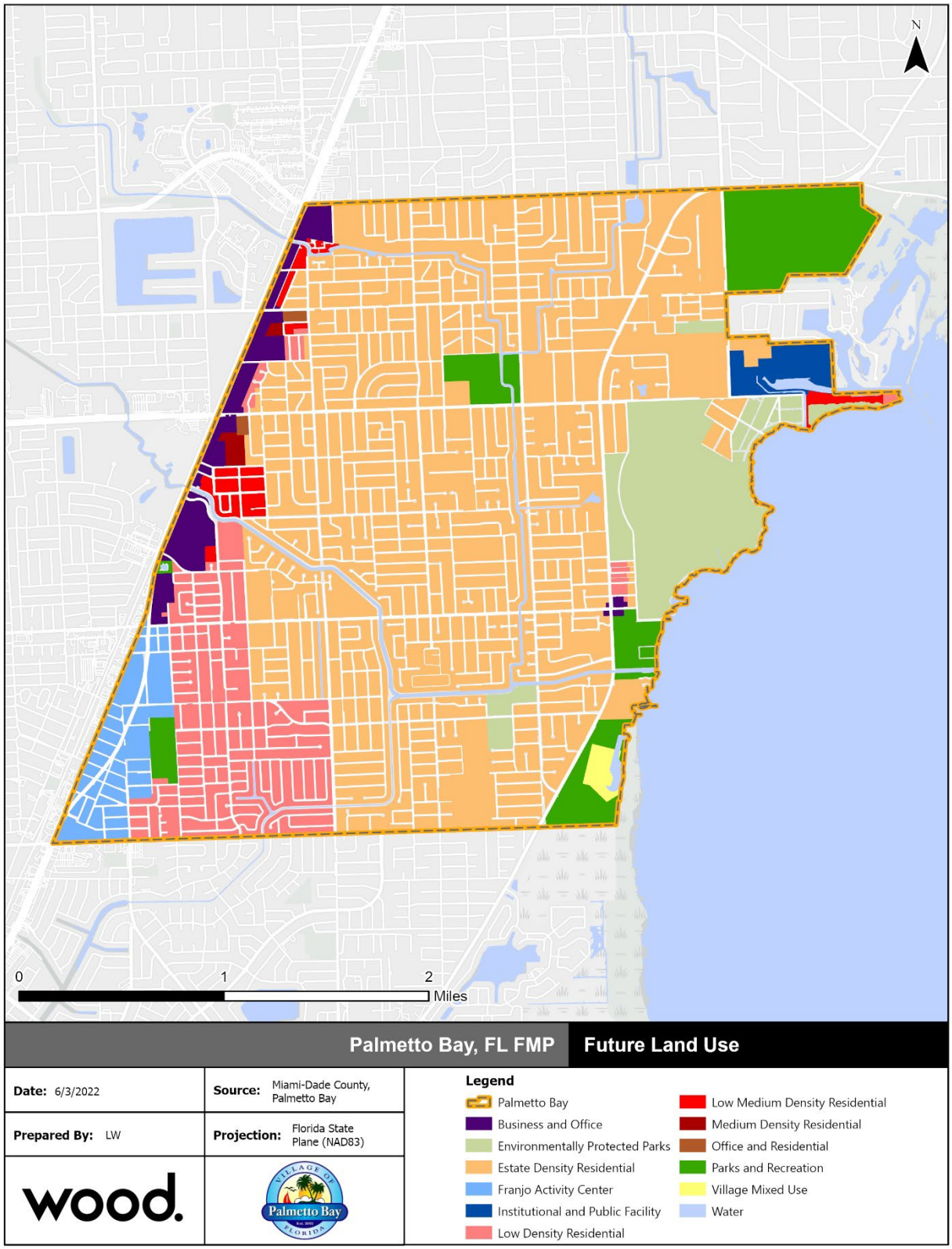
Source: National Land Cover Database 2019

Figure 3.8 – Existing Land Use



Source: Village of Palmetto Bay, 2022

Figure 3.9 – Future Land Use



Source: Village of Palmetto Bay, 2016

4 Flood Risk Assessment

Requirement §201.6(c)(2): [The plan shall include] A risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.

This section describes the Hazard Identification and Risk Assessment process for the development of the Village of Palmetto Bay Floodplain Management Plan. It describes how the Village met the following requirements from the 10-step planning process:

- Planning Step 4: Assess the Hazard
- Planning Step 5: Assess the Problem

As defined by FEMA, risk is a combination of hazard, vulnerability, and exposure. "It is the impact that a hazard would have on people, services, facilities, and structures in a community and refers to the likelihood of a hazard event resulting in an adverse condition that causes injury or damage."

This flood risk assessment covers the entire geographical area of the Village of Palmetto Bay. The risk assessment process identifies and profiles relevant hazards and assesses the exposure of lives, property, critical facilities and infrastructure, and other assets to these hazards. The process allows for a better understanding of the community's potential risk to natural hazards and provides a foundation for developing and prioritizing mitigation actions to reduce risk from future hazard events. This risk assessment followed the methodology described in the FEMA publication Understanding Your Risks—Identifying Hazards and Estimating Losses (FEMA 386-2, 2002), which breaks the assessment down to a four-step process:



Data collected through this process has been incorporated into the following subsections of this section:

- **Section 4.1 Hazard Identification** identifies the flood hazards that threaten the planning area.
- **Section 4.2 Risk Assessment Methodology** reviews the methodology for evaluating risk and outlines the organization of each hazard profile.
- **Section 4.3 Asset Inventory** summarizes overall asset exposure, including people; buildings; critical facilities; and future growth and development. Cultural, historic, and natural resources and the local economy are detailed in Section 3.
- **Section 4.4 Hazard Profiles, Analysis, and Vulnerability** discusses the threat to the planning area, describes previous occurrences of flood hazard events, and estimates the likelihood of future occurrences. For all moderate and high priority flood hazards, this section assesses the planning area's exposure and potential losses that may occur.
- **Section 4.5 Risk and Vulnerability Conclusions** summarizes areas likely to flood, discusses the potential impact of future flooding conditions, and evaluates the health and safety consequences of the flood hazards.

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4.1 Hazard Identification

Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the type…of all natural hazards that can affect the jurisdiction.

4.1.1 Methodology

To identify flood hazards relevant to the planning area, the FMPC reviewed existing state and local plans, disaster declarations and past flood occurrences, flood hazard data, and input from committee members and the public. Observations and projections of climate change were also evaluated to better identify and understand potential future hazards.

Table 4.1 below provides a list of flood-related hazards from the State Hazard Mitigation Plan and the Miami-Dade County Local Mitigation Strategy, which provided a starting point for a review of local hazards and ensured consistency across these planning efforts.

Table 4.1 – Summary of Flood Hazard Evaluation

Flood Hazard	Included in 2018 State Plan?	Included in 2020 Miami-Dade County LMS?
Climate Change and Sea Level Rise	Discussed with Flood	✓
Coastal/Stream Bank Erosion	✓	✓
Dam/Levee Failure	Discussed with Flood	✓
Hurricane/Tropical Storm	✓	✓
Flood (Inland and Coastal)	✓	✓
Stormwater/Localized Flooding		Discussed with Flood

All hazards listed above were evaluated for this plan. Flood hazard data from the 2020 Miami-Dade County Local Mitigation Strategy, the State of Florida Hazard Mitigation Plan, the Florida Department of Emergency Management (FDEM), FEMA, NOAA's National Centers for Environmental Information (NCEI), and other sources were examined to assess the significance of these hazards to the planning area. For the purpose of the hazard identification, significance was measured in general terms and focused on key criteria such as frequency and resulting damage, which includes deaths and injuries, as well as property and economic damage.

4.1.2 Disaster Declaration History

The FMPC researched past events that resulted in a federal disaster declaration for the planning area in order to identify known flood hazards. Federal and/or state disaster declarations may be granted when the Governor certifies that the combined local, county and state resources are insufficient and that the situation is beyond their recovery capabilities. When the local government's capacity has been surpassed, a state disaster declaration may be issued, allowing for the provision of state assistance. If the disaster is so severe that both the local and state government capacities are exceeded, a federal emergency or disaster declaration may be issued allowing for the provision of federal assistance.

Details on flood-related federal disaster declarations were obtained from FEMA and are summarized in Table 4.2. This list contains all major disaster declarations that included Miami-Dade County, and thus the Village of Palmetto Bay, as a designated area. This table reflects the historic patterns of flood hazards for the planning area. Since 1966, Miami-Dade County has received six flood-related major disaster declarations and seven flood-related emergency declarations.

Table 4.2 – FEMA Emergency and Major Disaster Declarations for Miami-Dade County since 1965

Hazard Type	Disaster #	Date
Hurricane Betsy	DR-209	September 14, 1965
Hurricane Andrew	DR-955	August 24, 1992
Tornadoes, Flooding, High Winds & Tides, Freezing	DR-982	March 13, 1993

Hazard Type	Disaster #	Date
Severe Storms, High Winds, Tornadoes, and Flooding	DR-1204	February 2, 1998
Hurricane Georges	EM-3131	September 25, 1998
Hurricane Floyd	EM-3143	September 14, 1999
Tropical Storm Irene	EM-3150	October 15, 1999
Hurricane Irene	DR-1306	October 20, 1999
Severe Storms and Flooding	DR-1345	October 4, 2000
Tropical Storm Bonnie and Hurricane Charley	DR-1539	August 13, 2004
Hurricane Frances	DR-1545	September 9, 2004
Hurricane Jeanne	DR-1561	September 26, 2004
Hurricane Katrina	DR-1602	August 28, 2005
Hurricane Wilma	DR-1609	October 24, 2005
Hurricane Katrina Evacuation	EM-3220	September 5, 2005
Tropical Storm Rita	EM-3259	September 20, 2005
Tropical Storm Fay	EM-3288	August 21, 2008
Hurricane Matthew	EM-3377	October 6, 2016
Hurricane Irma	EM-3385	September 5, 2017
Hurricane Irma	DR-4337	September 10, 2017
Hurricane Dorian	EM-3419	August 30, 2019
Hurricane Isaias	EM-3533	August 1, 2020

Source: FEMA Disaster Declaration Summaries – v2; May 16, 2022
Note: The date column indicates the date of the disaster declaration, which may not coincide with the actual date of the event.

4.1.3 Flood Event History

The National Oceanic and Atmospheric Administration's (NOAA) National Center for Environmental Information (NCEI) has been tracking various types of severe weather since 1950. Flood-related events have been tracked since 1996. The NCEI Storm Events Database contains an archive of destructive storm or weather data and information which includes local, intense and damaging events. NCEI receives storm data from the National Weather Service (NWS), which compiles information from a variety of sources, including but not limited to: county, state and federal emergency management officials, local law enforcement officials, SkyWarn spotters, NWS damage surveys, newspaper clipping services, the insurance industry and the general public. This database contains 284 flood related severe weather events that occurred in Miami-Dade County between January 1996 and January 2022. Table 4.3 summarizes these events.

Table 4.3 – NCEI Severe Weather Reports for Miami-Dade County, January 1996 – January 2022

Type	# of Events	Property Damage	Crop Damage	Deaths	Injuries
Coastal Flood	68	$0	$0	0	0
Flash Flood	46	$101,588,000	$200,000,000	0	0
Flood	70	$440,180,000	$514,005,000	0	0
Heavy Rain	28	$345,000	$200,000	0	1
High Surf	1	$600,000	$0	0	0
Hurricane	2	$0	$0	0	0
Hurricane (Typhoon)	10	$253,010,000	$668,000,000	10	0
Storm Surge/Tide	7	$0	$0	0	0
Tropical Depression	23	$600,000	$0	0	0
Tropical Storm	29	$112,000	$255,245,000	0	0
Total	**284**	**$796,435,000**	**$1,637,450,000**	**10**	**1**

Source: NCEI Storm Events Database, May 2022
Note: Losses reflect totals for all impacted areas within Miami-Dade County.

4.1.4 Climate Change

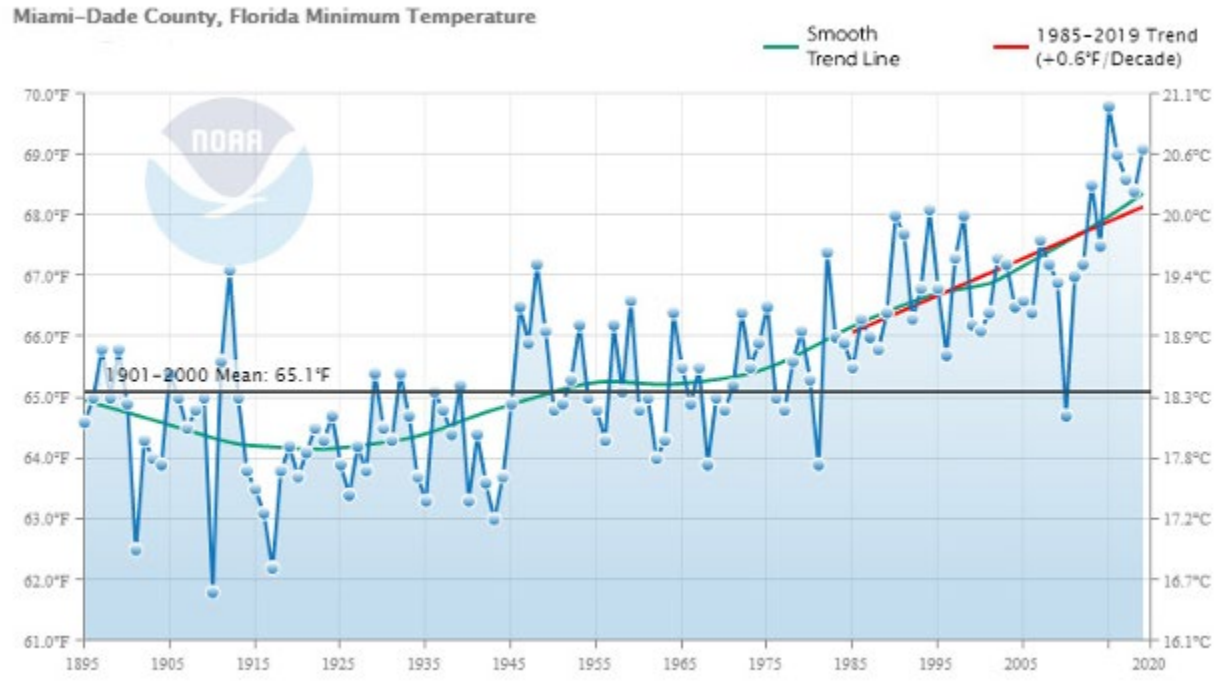
Climate change refers to long-term shifts in temperature and weather patterns. Climate change can be due to natural internal processes or external forces such as modulations of the solar cycles, volcanic eruptions, and persistent anthropogenic changes in the composition of the atmosphere or in land use (IPCC, 2014). However, the recent and rapid warming of the earth that has been observed over the past century has been cause for concern, as this warming is due to the accumulation of human-caused greenhouse gases, such as CO_2, in the atmosphere (IPCC, 2007). Global average temperature is estimated to have increased by about 1 degree Celsius since the pre-industrial period, and it is currently increasing by about 0.2 degrees Celsius per decade. This global increase in temperatures is having broad range of effects on global, regional and local climates. According to the IPCC, the extent of climate change effects on individual regions will vary over time and with the ability of different societal and environmental systems to mitigate or adapt to change.

The Southeast Florida Regional Climate Change Compact, a partnership of Broward, Miami-Dade, Monroe, and Palm Beach Counties, organized in 2009 to collaborate and coordinate on a plan for climate change mitigation and adaptation. In 2020, the Compact reconvened support from technical experts to evaluate climate change indicators for Southeast Florida, providing a more localized understanding of climate change projections relative to temperature, precipitation, sea level rise, high tide flooding, saltwater intrusion, and sea surface temperature. Findings for these indicators from the Compact's Southeast Florida Climate Indicators 2020 Update report are summarized below.

Temperature

Records of minimum annual temperature show an increasing annual trend. In Miami-Dade County, average minimum annual temperature has increased at a rate of 0.6 degrees Fahrenheit per decade, as shown in Figure 4.1.

Figure 4.1 – Miami-Dade County Minimum Annual Temperature, 1895-2019



Source: Southeast Florida Regional Climate Change Compact, Southeast Florida Climate Indicators 2020 Update

High temperatures are also expected to increase, with an estimated 40-50 more days with temperatures above 95 degrees Fahrenheit by 2041-2070 compared to 1971-2000. Warm nights, with minimum temperatures above 75 degrees Fahrenheit, only occur a few times a year now but are projected to increase in frequency to 100 or more nights per year by mid-century under lower emissions scenarios.

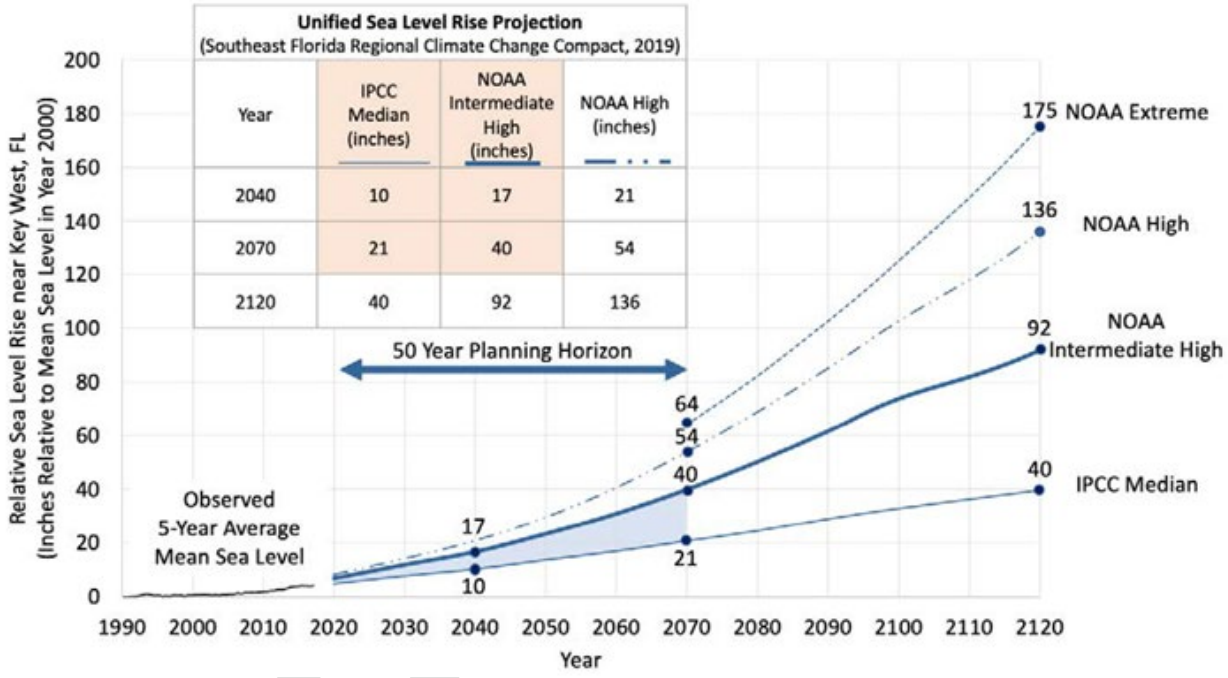
Precipitation

South Florida averages 52 to 53 inches of rainfall annually, with three-quarters falling during the wet season, from May to September. A review of precipitation data from 1895 to 2019 shows no observable systematic trend in precipitation. Throughout the Southeast U.S. there has been a trend toward more days with heavy rainfall, but it remains to be seen whether these changes are occurring in South Florida.

Sea Level Rise

Observed sea level is rising in the range of 9-13 inches per century, with a systematic increasing trend. The Compact has developed a regionally unified sea level rise projection for Southeast Florida, last updated in 2019, which projects 10 to 17 inches of sea level rise by 2040 and 21 to 54 inches by 2070, above the 2000 mean sea level in Key West, Florida. Figure 4.2 shows how these projections were derived.

Figure 4.2 – Unified Sea Level Rise Projections for Southeast Florida

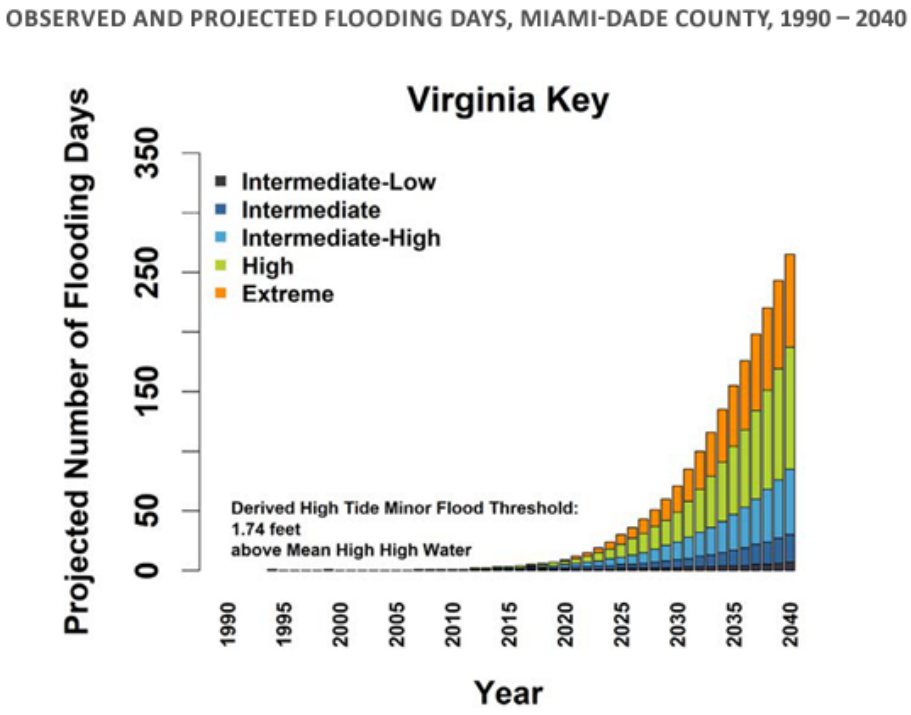


Source: Southeast Florida Regional Climate Change Compact, Southeast Florida Climate Indicators 2020 Update

High Tide Flooding

Accelerated sea level rise is expected to increase the occurrence of regular high tide flooding. By 2050, Miami-Dade County is projected to experience anywhere from 13 to 84 days with high tide flooding depending on the emissions scenario. Figure 4.3 shows these projections based on the corresponding sea level rise projection curves for Southeast Florida.

Figure 4.3 – Projected Days with High Tide Flooding



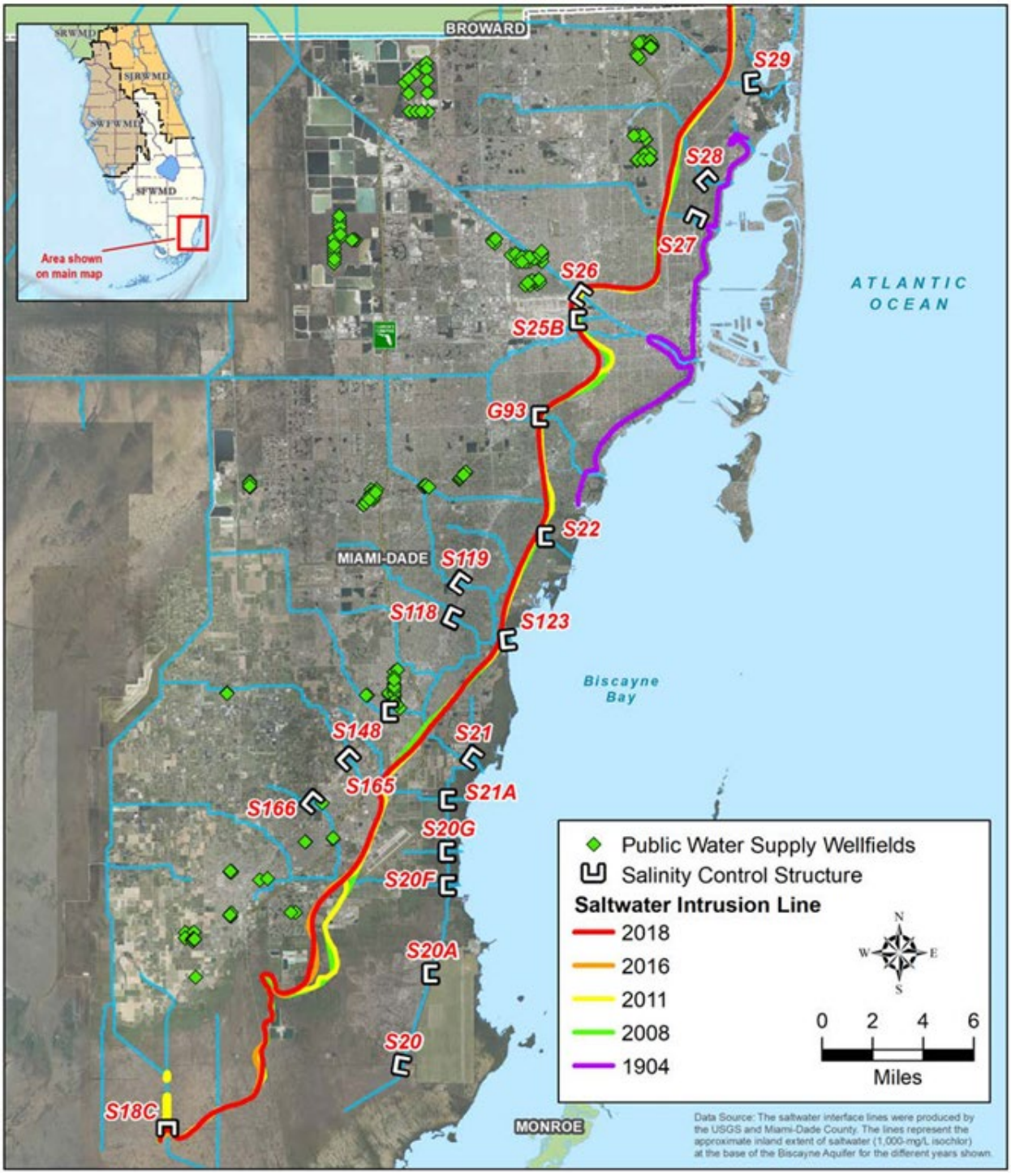
Source: Southeast Florida Regional Climate Change Compact, Southeast Florida Climate Indicators 2020 Update

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Saltwater Intrusion

Saltwater intrusion is caused by increasing sea levels and/or a reduction in inland freshwater levels and can compromise well fields and lead to contamination of drinking water supplies. Figure 4.4 shows the saltwater intrusion line over time across Miami-Dade County. Salinity barriers in canals and control of groundwater levels has served to mitigate this risk and limit the inland progression of saltwater intrusion.

Figure 4.4 – Observed Saltwater Intrusion



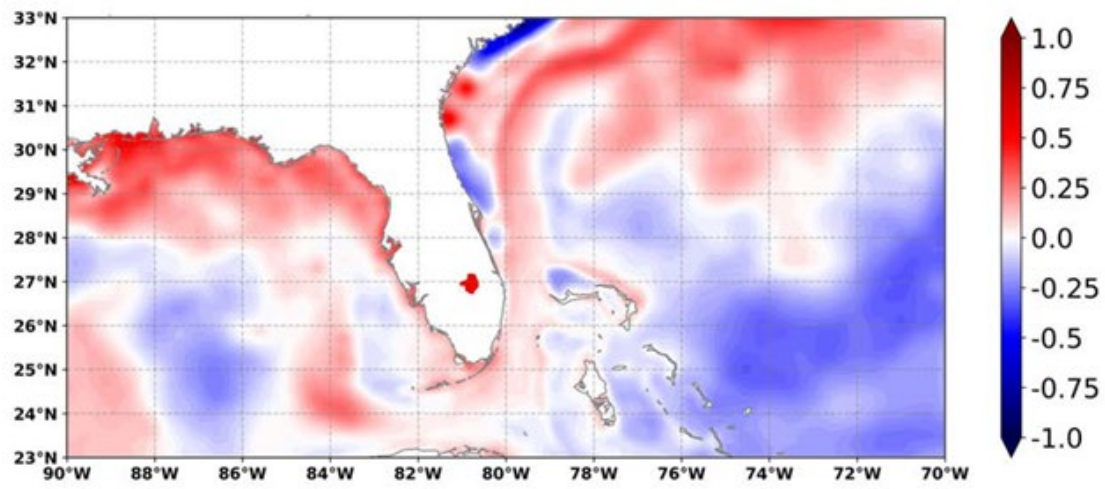
Source: Southeast Florida Regional Climate Change Compact, Southeast Florida Climate Indicators 2020 Update

Sea Surface Temperature

Sea surface temperature around South Florida has increased. Figure 4.5 shows the change in the average temperature from 2016-2020 compared to 2013-2016.

Figure 4.5 – Sea Surface Temperature Change

(September 2016-August 2020 average temperature compared to September 2013-August 2016 average temperature in Degrees Celsius)



Source: Southeast Florida Regional Climate Change Compact, Southeast Florida Climate Indicators 2020 Update

4.1.5 Identified Hazards

Based on preliminary review of disaster declaration history, flood event history, and discussion by the FMPC, the following hazards were identified for full risk and vulnerability analysis in this plan:

- Coastal/Canal Bank Erosion
- Dam/Levee Failure
- Flood: Coastal and Inland
- Hurricane and Tropical Storm
- Sea Level Rise
- Stormwater/Localized Flooding

4.2 Risk Assessment Methodology

The hazards identified in Section 4.1 Hazard Identification, are profiled individually in Section 4.4. Information provided by members of the FMPC has been integrated into this section with information from other data sources.

Each hazard is profiled in the following format:

Hazard Description

This section provides a description of the hazard including any applicable details specific to the planning area. Where available, this section also includes information on seasonal patterns, speed of onset/duration, and any secondary effects.

Location

This section describes or visualizes where the hazard may occur within the planning area.

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Extent

This section provides information on the magnitude of the hazard and describes how the severity of the hazard can be measured. If known, the most severe event on record is noted.

Past Occurrences

This section contains information on historical events, including the date, extent, and/or location of past hazard events within or near the planning area.

Probability of Future Occurrence

This section gauges the likelihood of future occurrences based on past events and existing data. The frequency is determined by dividing the number of events observed by the number of years on record and multiplying by 100. This provides the percent chance of the event happening in any given year (e.g. 10 hurricanes or tropical storms over a 30-year period equates to a 33 percent chance of experiencing a hurricane or tropical storm in any given year). The likelihood of future occurrences is categorized into one of the classifications as follows:

- ***Highly Likely*** – Near 100 percent chance of occurrence within the next year
- ***Likely*** – Between 10 and 100 percent chance of occurrence within the next year (recurrence interval of 10 years or less)
- ***Occasional*** – Between 1 and 10 percent chance of occurrence within the next year (recurrence interval of 11 to 100 years)
- ***Unlikely*** – Less than 1 percent chance or occurrence within the next 100 years (recurrence interval of greater than every 100 years).

Climate Change and Future Conditions

This section discusses the potential impacts of any changes in future conditions, including climate change, future development, or other changes.

Priority Risk Index

The findings from the above sections of the hazard profiles are summarized using the Priority Risk Index (PRI) to score and rank each hazard's significance to the planning area. The PRI provides a standardized numerical value so that hazards can be compared against one another (the higher the PRI value, the greater the hazard risk). PRI values are obtained by assigning varying degrees of risk in five categories (probability, impact, spatial extent, warning time, and duration). Each degree of risk is assigned a value (1 to 4) and a weighting factor as summarized in Table 4.4.

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Table 4.4 – Priority Risk Index

RISK ASSESSMENT CATEGORY	LEVEL	DEGREE OF RISK CRITERIA	INDEX	WEIGHT
PROBABILITY What is the likelihood of a hazard event occurring in a given year?	**UNLIKELY**	LESS THAN 1% ANNUAL PROBABILITY	**1**	**30%**
	POSSIBLE	BETWEEN 1 & 10% ANNUAL PROBABILITY	**2**	
	LIKELY	BETWEEN 10 &100% ANNUAL PROBABILITY	**3**	
	HIGHLY LIKELY	100% ANNUAL PROBABILTY	**4**	
IMPACT In terms of injuries, damage, or death, would you anticipate impacts to be minor, limited, critical, or catastrophic when a significant hazard event occurs?	**MINOR**	VERY FEW INJURIES, IF ANY. ONLY MINOR PROPERTY DAMAGE & MINIMAL DISRUPTION ON QUALITY OF LIFE. TEMPORARY SHUTDOWN OF CRITICAL FACILITIES.	**1**	**30%**
	LIMITED	MINOR INJURIES ONLY. MORE THAN 10% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR > 1 DAY	**2**	
	CRITICAL	MULTIPLE DEATHS/INJURIES POSSIBLE. MORE THAN 25% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES FOR > 1 WEEK.	**3**	
	CATASTROPHIC	HIGH NUMBER OF DEATHS/INJURIES POSSIBLE. MORE THAN 50% OF PROPERTY IN AFFECTED AREA DAMAGED OR DESTROYED. COMPLETE SHUTDOWN OF CRITICAL FACILITIES > 30 DAYS.	**4**	
SPATIAL EXTENT How large of an area could be impacted by a hazard event? Are impacts localized or regional?	**NEGLIGIBLE**	LESS THAN 1% OF AREA AFFECTED	**1**	**20%**
	SMALL	BETWEEN 1 & 10% OF AREA AFFECTED	**2**	
	MODERATE	BETWEEN 10 & 50% OF AREA AFFECTED	**3**	
	LARGE	BETWEEN 50 & 100% OF AREA AFFECTED	**4**	
WARNING TIME Is there usually some lead time associated with the hazard event? Have warning measures been implemented?	**MORE THAN 24 HRS**	SELF DEFINED	**1**	**10%**
	12 TO 24 HRS	SELF DEFINED	**2**	
	6 TO 12 HRS	SELF DEFINED	**3**	
	LESS THAN 6 HRS	SELF DEFINED	**4**	
DURATION How long does the hazard event usually last?	**LESS THAN 6 HRS**	SELF DEFINED	**1**	**10%**
	LESS THAN 24 HRS	SELF DEFINED	**2**	
	LESS THAN 1 WEEK	SELF DEFINED	**3**	
	MORE THAN 1 WEEK	SELF DEFINED	**4**	

The sum of all five risk assessment categories equals the final PRI value, demonstrated in the equation below (the lowest possible PRI value is a 1.0 and the highest possible PRI value is 4.0).

PRI = [(Probability x .30) + (Impact x .30) + (Spatial Extent x .20) + (Warning Time x .10) + (Duration x .10)]

The purpose of the PRI is to categorize and prioritize all flood hazards as high, moderate, or low risk. This process and these criteria allowed the FMPC to focus on the hazards of greatest significance and to prioritize mitigation actions appropriately, allowing Palmetto Bay to focus resources where they are most needed.

PRI ratings are provided by category throughout each hazard profile, and a summary of each hazard's PRI score is provided at the beginning of each hazard profile. The results of the risk assessment and overall PRI scoring are provided in Section 4.5.

Vulnerability Assessment

The FMPC conducted a vulnerability assessment to assess the impact that each hazard would have on the Village. The vulnerability assessment quantifies assets at risk and estimates potential losses to the extent feasible using best available data.

Vulnerability assessments followed the methodology described in the FEMA publication *Understanding Your Risks—Identifying Hazards and Estimating Losses*. Total exposure and values at risk are summarized in the Asset Inventory in Section 4.3. An evaluation of vulnerability by hazard, based on this asset inventory, is provided in each relevant hazard profile.

Data used to support this assessment included the following:

- Miami-Dade County parcel data and building footprints
- County and Village GIS data (hazard layers, base layers, and other data)
- Hazard layer GIS datasets from federal agencies
- Written descriptions of inventory and risks provided by the 2020 Miami-Dade County Local Mitigation Strategy and 2018 State of Florida Hazard Mitigation Plan
- Other existing plans and studies provided by the Village

Vulnerability is summarized in general, qualitative terms and encompasses the potential impact based on past occurrences, spatial extent, and damage and casualty potential. It is categorized into the following classifications:

- **Extremely Low** – The occurrence and potential cost of damage to life and property is very minimal to non-existent.
- **Low** – Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal.
- **Medium** – Moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- **High** – Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread. Hazards in this category may have occurred in the past.
- **Extremely High** – Very widespread with catastrophic impact.

Vulnerability was also quantified in instances where there is a known, defined hazard area, such as a mapped floodplain. In these instances, the number and types of buildings subject to the identified hazard were counted and their values tabulated. Additional information, such as the location of critical community facilities (e.g., a fire station), historic structures, and valued natural resources (e.g., an identified wetland or endangered species habitat) can also be evaluated in relation to known hazard areas. Together, this information conveys the exposure and vulnerability of the planning area to that hazard

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4.3 Asset Inventory

An inventory of assets within the Village of Palmetto Bay was compiled in order to identify structures and, as a result, people, potentially at risk to the identified hazards. This asset inventory is divided into property, people, critical facilities and infrastructure, and future land use. By understanding the type and number of assets that exist and where they are located relative to known hazard areas, the risk and vulnerability for such assets can be assessed.

4.3.1 Property

Palmetto Bay building footprint data and parcel data, last updated in 2021, was used to identify all improved properties in Palmetto Bay. Otherwise, building locations were identified with satellite imagery or parcel centroids were used to approximate building locations for spatial analysis. Property exposure is summarized by occupancy in Table 4.5.

Table 4.5 – Summary of Improved Property

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value
Agriculture	4	$3,026,460	$3,026,460	$6,052,920
Commercial	217	$1,173,768,441	$1,173,768,441	$2,347,536,882
Education	42	$666,037,716	$666,037,716	$1,332,075,432
Government	113	$2,731,652,785	$2,731,652,785	$5,463,305,570
Industrial	1	$4,482,500	$6,723,750	$11,206,250
Religious	19	$101,681,184	$101,681,184	$203,362,368
Residential	7,851	$3,339,123,610	$1,669,561,805	$5,008,685,415
Total	**8,247**	**$8,019,772,696**	**$6,352,452,141**	**$14,372,224,837**

Source: Village of Palmetto Bay parcel data, 2021

Note that content value estimations are based on the FEMA Hazus methodology of estimating value as a percent of improved structure values by property type. The residential property type assumes a content replacement value equal to 50% of the building value. Agricultural, commercial, education, government, and religious property types assume a content replacement value equal to 100% of the building value. The industrial property type assumes a content replacement value equal to 150% of the building value.

4.3.2 People

An estimate of people at risk by location was derived using residential property data and the average household size in Palmetto Bay as estimated by the U.S. Census. Table 4.6 shows the total population at risk according to this methodology.

Table 4.6 – Estimated People at Risk

Residential Property Count	Average Household Size	People at Risk
7,851	3.12	24,495

Source: American Community Survey 2016-2020 5-Year Estimates; Village of Palmetto Bay parcel data, 2021

4.3.3 Critical Facilities and Infrastructure

Of significant concern with respect to any disaster event is the location of critical facilities and infrastructure in the planning area. Critical facilities are often defined as those essential services and facilities in a major emergency which, if damaged, would result in severe consequences to public health and safety or a facility which, if unusable or unreachable because of a major emergency, would seriously and adversely affect the health, safety, and welfare of the public. Critical facilities are summarized by type and total structure value in Table 4.7. A full inventory of identified critical facilities and infrastructure is provided in Table 4.8 and their locations are shown Figure 4.6.

Table 4.7 – Summary of Critical Facilities and Infrastructure

Facility Type	Count	Structure Value
Adult Care Facility	5	$5,861,219
Fire Station	1	$1,190,974
Government	2	$8,573,600
Hazmat	1	$3,523,600
Police Station	1	$7,032,587
School	17	$180,211,845
Total	**27**	**$134,393,825**

Source: Village of Palmetto Bay, 2021

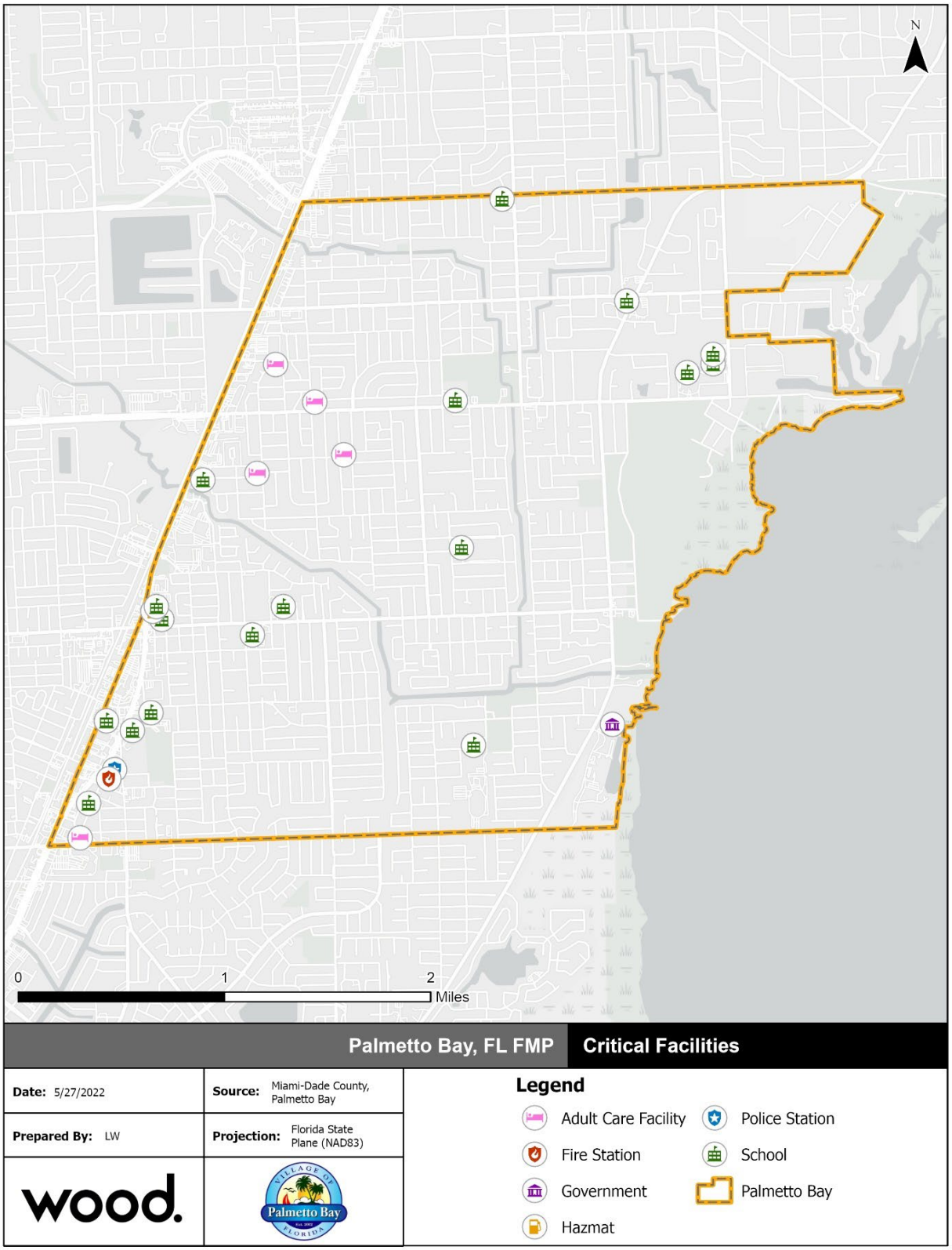
Table 4.8 – Inventory of Critical Facilities and Infrastructure

Facility Name	Facility Type	Structure Value
Adult Day Center of South of Florida	Adult Care Facility	$4,156,648
Casa Salcines A.L.F II Inc	Adult Care Facility	$290,356
Sun Bay Manor I	Adult Care Facility	$436,848
T.L.C. Retirement Home #1	Adult Care Facility	$532,569
Sun Bay Manor II	Adult Care Facility	$444,798
Miami Dade Fire Department	Fire Station	$1,190,974
Village of Palmetto Bay (City Hall)	Government	$7,032,587
Palmetto Bay (Library)	Government	$1,541,013
BellSouth - M2650	Hazmat	$3,523,600
Palmetto Bay	Police Station	$7,032,587
Lincoln-Marti Schools - Wayne Ave	School	$508,544
Palmer Trinity School	School	$14,908,559
Winhold Montessori Schools,Inc.	School	$3,000,000
Perrine SDA School	School	$2,651,818
Raggedy Ann and Andys Pre School	School	$1,806,352
Christ Fellowship Academy	School	$13,069,362
Lincoln-Marti Schools - 168th St	School	$694,186
Dr. Henry E. Perrine Academy of the Arts	School	$7,880,783
Palmetto Bay Academy	School	$345,397
Southwood Middle	School	$6,629,672
Palmetto Bay Collegiate Senior High School	School	$5,300,000
Coral Reef Elementary	School	$6,750,568
Westminster Christian School	School	$27,566,898
3 C's Preschool	School	$2,346,878
Alexander Montessori School - Ludlam Campus	School	$6,266,592
Alexander Montessori School - Old Cutler Campus	School	$1,576,044
Howard Drive Elementary	School	$6,910,192

Source: Village of Palmetto Bay parcel data, 2021

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Figure 4.6 – Critical Facilities



4.4 Hazard Profiles, Analysis, and Vulnerability

Requirement §201.6(c)(2)(i): [The risk assessment shall include a] description of the…location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

44 CFR Subsection D §201.6(c)(2)(ii): [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. Plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of:

A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;

(B): An estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; and

(C): Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

The following sections, detailed in the table below, provide profiles of the flood hazards that the FMPC identified for inclusion in this plan.

Table 4.9 – Flood Hazard Profile Organization and PRI Summary

Section	Hazard	PRI Score	PRI Rating
4.4.1	Coastal/Canal Bank Erosion	1.9	Low
4.4.2	Dam/Levee Failure	1.8	Low
4.4.3	Flood (Coastal and Inland)	3.2	High
4.4.4	Hurricane and Tropical Storm	3.3	High
4.4.5	Sea Level Rise	2.9	Medium
4.4.6	Stormwater/Localized Flooding	2.8	Medium

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4.4.1 Coastal/Canal Bank Erosion

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Coastal/Canal Bank Erosion	Likely	Minor	Negligible	More than 24 hrs	More than 1 week	1.9

Hazard Description

Coastal Erosion

Coastal erosion is a process whereby large storms, flooding, strong wave action, sea level rise, and human activities, such as inappropriate land use, alterations, and shore protection structures, wear away the beaches and bluffs along the coast. Erosion undermines and can destroy buildings and public infrastructure and can have long-term economic and social consequences. According to NOAA, coastal erosion is responsible for approximately $500 million per year in coastal property loss in the United States, including damage to structures and loss of land. To mitigate coastal erosion, the federal government spends an average of $150 million every year on beach nourishment and other shoreline erosion control measures.

Coastal erosion has both natural causes and causes related to human activities. Gradual coastal erosion/replenishment results naturally from the impacts of tidal longshore currents. Severe coastal erosion can occur over a very short period of time when the state is impacted by hurricanes, tropical storms and other weather systems. Sand is continually removed by longshore currents in some areas but it is also continually replaced by sand carried in by the same type of currents. Structures such as piers or sea walls, jetties, and navigational inlets may interrupt the movement of sand. Sand can become "trapped" in one place by these types of structures. The currents will, of course, continue to flow, though depleted of sand trapped elsewhere. With significant amounts of sand trapped in the system, the continuing motion of currents (now deficient in sand) results in erosion. In this way, human construction activities that result in the unnatural trapping of sand have the potential to result in significant coastal erosion.

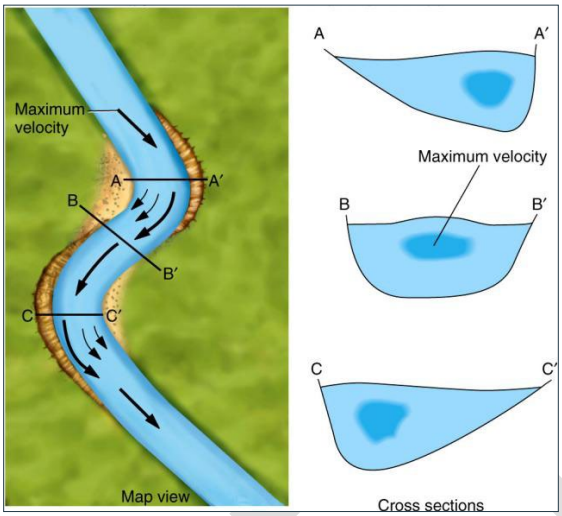
Estuaries are partially enclosed, coastal water bodies where freshwater meets saltwater from the ocean. They are influenced by tides but still protected from the full force of ocean waves. Estuaries are often referred to as bays or sounds. Estuarine coastlines can experience erosion through short-term processes, such as tides, storms, wind, and boat wakes, as well as long-term processes, such as sea level rise. Many variables determine the rate of estuarine erosion including shoreline type, geographic location and size of the associated estuary, the type and abundance of vegetation, and the frequency and intensity of storms.

Canal Bank Erosion

Streams and canals can erode by a combination of direct processes, like down cutting and lateral erosion, and indirect processes, like mass-wasting accompanied by sediment transportation. Where channels bend, water on the outside of the bend (the cut-bank) flows faster and water on the inside of the bend (the point) flows slower as shown in Figure 4.7. This distribution of velocity results in erosion occurring on the outside of the bend and deposition occurring on the inside of the bend. Per the South Florida Water Management District (SFWMD), given the characteristics of South Florida the slopes of the canals are nearly flat and flows have low velocities and high flow depths. These characteristics should limit canal bank erosion.

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Figure 4.7 – Stream Meanders



Stream and canal bank erosion is a natural process, but acceleration of this natural process can lead to a disproportionate sediment supply, stream channel instability, land loss, habitat loss and other adverse effects. Stream and canal bank erosion processes, although complex, are driven by two major components: bank characteristics (erodibility) and hydraulic/gravitational forces. Many land use activities can affect both of these components and lead to accelerated bank erosion. The vegetation rooting characteristics can protect banks from fluvial entrainment and collapse, and also provide internal bank strength. When riparian vegetation is changed from woody species to annual grasses and/or forbs, the internal strength is weakened, causing acceleration of mass wasting processes. Bank aggradation or degradation is often a response to stream channel instability. Since bank erosion is often a symptom of a larger, more complex problem, the long-term solutions often involve much more than just bank stabilization. Numerous studies have demonstrated that stream bank erosion contributes a large portion of the annual sediment yield.

Determining the cause of accelerated streambank erosion is the first step in solving the problem. When a stream is straightened or widened, streambank erosion increases. Accelerated streambank erosion is part of the process as the stream seeks to re-establish a stable size and pattern. Damaging or removing streamside vegetation to the point where it no longer provides for bank stability can cause a dramatic increase in bank erosion. A degrading streambed results in higher and often unstable, eroding banks. When land use changes occur in a watershed, such as clearing land for agriculture or development, runoff increases. With this increase in runoff the stream channel will adjust to accommodate the additional flow, increasing streambank erosion. Addressing the problem of stream and canal bank erosion requires an understanding of both stream dynamics and the management of streamside vegetation.

Warning Time: 1 – More than 24 hours

Duration: 4 – More than 1 week

Location

Erosion can occur anywhere along Biscayne Bay or along any of the Village's canals.

Spatial Extent: 1 – Negligible

Extent

Erosion rates and potential impacts are highly localized. Severe storms can remove wide beaches, along with substantial dunes, in a single event. In undeveloped areas, these high recession rates are not likely to

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cause significant concern, but in some heavily populated locations, one or two feet of erosion may be considered catastrophic (NOAA, 2014).

The severity of coastal erosion is typically measured through a quantitative assessment of annual shoreline change for a given beach cross-section profile (feet or meters per year) over a long period of time. Erosion rates vary as a function of shoreline type and are influenced primarily by episodic events but can be used in land use and hazard management to define areas of critical concern. The 2021 update of the Florida Department of Environmental Protection (FDEP), Office of Resilience and Coastal Protection's "Critically Eroded Beaches in Florida" report, which inventoried critically eroded areas along the Atlantic and Gulf coasts, did not identify any areas of erosion within the Palmetto Bay planning area. Fortunately, Deering Estate Preserve forms portions of the eastern boundary of the Palmetto Bay planning area along Biscayne Bay. Portions of the shoreline in this area is protected from coastal erosion by the absence of development and the coastal wetlands that are preserved in this area.

On canals, erosion may be measured by mass wasting events or decreased capacity due to sedimentation. The South Florida Water Management District (SFWMD) reports that boat wake is eroding canal banks in Palmetto Bay, particularly along the C-100 canals. This erosion raises the issues of safety, recreation, property and privacy rights, and property values. However, SFWMD has evaluated the erosion along the C-100 canals and determined it does not compromise flood control.

Impact: 1 – Minor

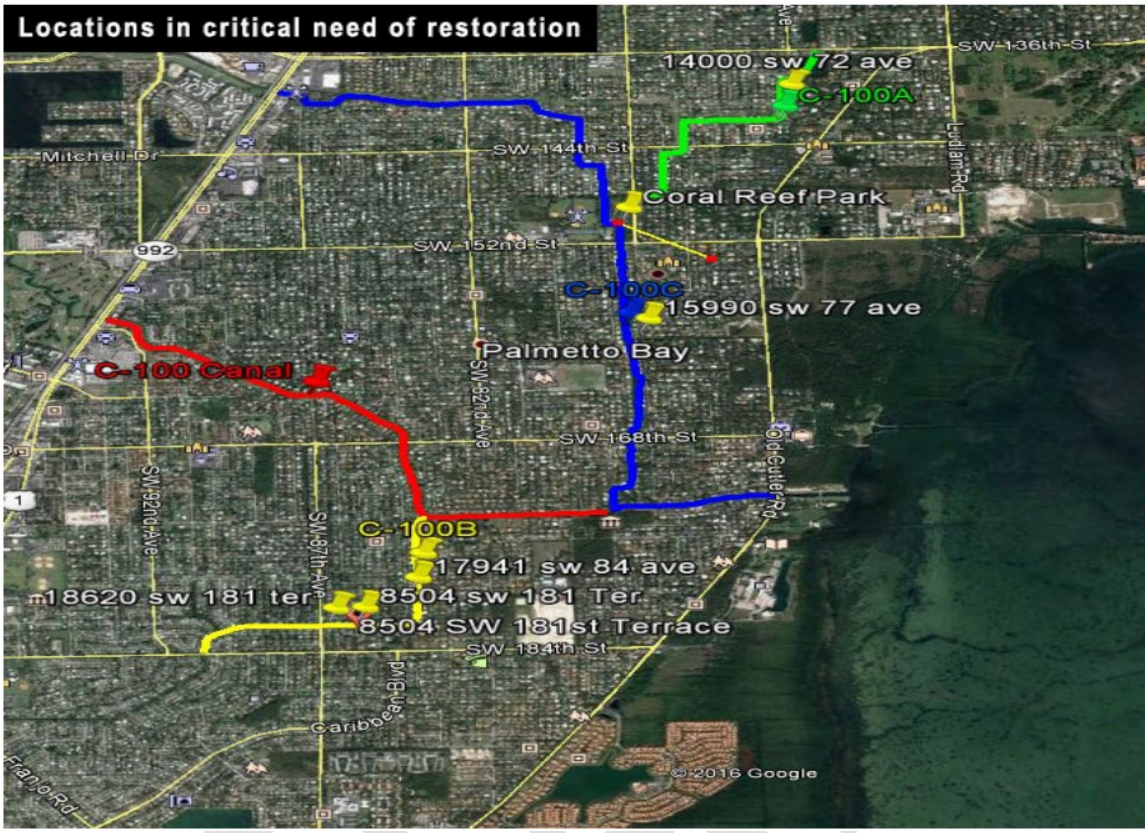
Past Occurrences

The Village of Palmetto Bay has a significant number of canals and coastal shoreline that are susceptible to erosion. Erosion is typically caused by coastal tides, ocean currents, and especially storm events such as hurricanes and tropical storms. Miami-Dade County has been addressing coastal erosion since 1975 and invests approximately $6 million annually in beach restoration. However, unlike other communities within Miami-Dade County affected by coastal erosion, the shoreline of Biscayne Bay (the eastern boundary of the Palmetto Bay planning area) is protected by mangroves along the shoreline and within Deering Estate Preserve which assist in shoreline protection and stabilization. The tangled root systems of the mangroves trap sediments which prevents coastal erosion. Mangroves also assist in buffering the coastal zone from tropical storms and hurricanes as their branches and root systems create friction that reduces the force of winds and waves. Therefore, the mangroves play a large role in protecting Palmetto Bay from coastal erosion.

Many properties along the Village's canal system have lost significant amounts of real property due to erosion. Similarly, trees loose from eroded banks have fallen into the canals causing conveyance problems. The only way to inspect all of the properties along the 8-mile canal system is to view from the water. Village staff is working with the South Florida Water Management District (SFWMD) to tour the entire canal system within Palmetto Bay via boat and document the condition of the entire canal system. In 2017, SFWMD identified portions of the canal system in critical need of restoration. The identified canals are shown in Figure 4.8.

SFWMD found that boat wake is eroding canal banks in the Village, however erosion is generally an ongoing process rather than an episodic hazard, and its impacts are easier to see and understand over time. The most severe coastal erosion can occur over a very short period of time when the state is impacted by storms or tropical systems. Sea-level rise can also have longer term impacts to coastal flooding and erosion. Data is not widely available of rates of estuarine shoreline erosion, but it can and does occur. Long-term erosion rates alone are not sufficient to project future erosion, as future erosion rates will likely increase due to sea level rise.

Figure 4.8 – Canal Locations in Need of Restoration



Though shoreline erosion is typically an ongoing process, it can intensify during storm events, particularly with hurricane storm tides. The following event narratives from NCEI's Storm Events Database were noted for causing significant erosion in or near the Palmetto Bay area.

September 25, 1998 – Hurricane Georges brought strong winds and storm surge to the south Florida Coast. NWS personnel estimated 105-110 knot wind gusts from the south and southeast with sustained winds near 90 knots. The southwest coast of Florida experienced widespread beach erosion from the storm surge.

November 4, 1998 – Tropical Storm Mitch caused extensive damage and storm surge was 2 to 4 feet in the Keys and along the southwest Florida which produced minor tidal flooding, beach erosion and damage to marine structures and vessels.

October 30, 2007 – High surf impacted Miami-Dade County with water levels rising significantly enough to causes moderate beach erosion.

October 25, 2012 – As Hurricane Sandy moved through Florida large swells hit the Southeast Florida coast resulting in beach erosion and coastal flooding along the shore of Miami-Dade County. Erosion likely causes significant and costly damages for the county.

October 6, 2016 – High surf caused by Hurricane Matthew pounded the beaches of Miami-Dade County, resulting in an estimated $600,000 of damage to beaches, mainly from beach erosion.

Probability of Future Occurrence

Palmetto Bay has experienced canal bank erosion in the past. Canal bank erosion is a natural process, but acceleration of this natural process leads to a disproportionate sediment supply, stream channel instability,

land loss, habitat loss and other adverse effects. Erosion has occurred and will occur as a matter of course on an occasional basis in all canal bank areas. Several known localized instances of canal erosion indicate that this hazard should be considered as a possible future occurrence.

Coastal erosion is unlikely for Palmetto Bay due to the existing natural protections on the shoreline. However, it is paramount that Palmetto Bay continues to maintain the natural flood protection benefits and floodplain functions provided by mangroves and wetlands along the shoreline. This coastal flood zone should remain preserved and undeveloped to continue to protect the planning area from coastal erosion.

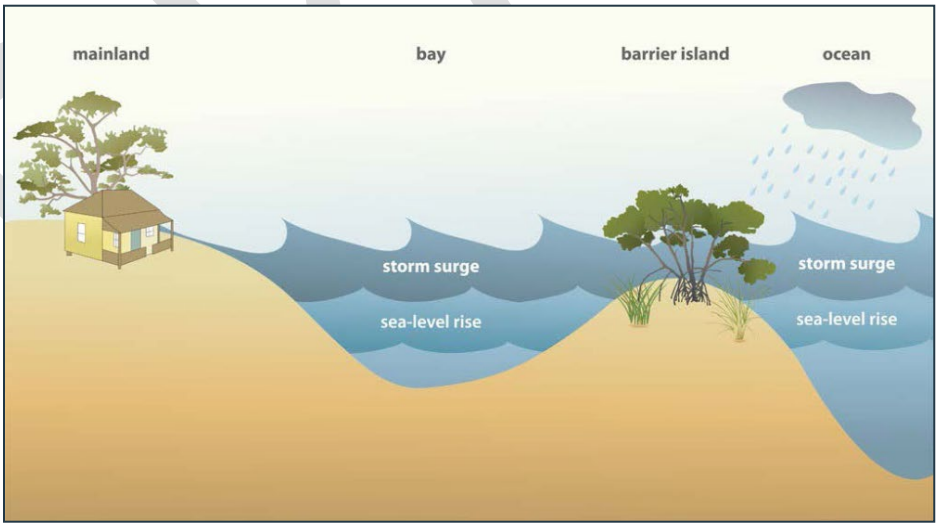
Probability: 3 – Likely

Climate Change and Future Conditions

Climate change is expected to make heavy rain events and tropical storms and hurricanes more frequent and intense. As a result, the erosion typically caused by these storms can be expected to occur more frequently. Coastal erosion is also expected to increase as a result of rising seas. Sea level rise will raise all tide levels, from low tide to storm surge (see Figure 4.9). The combined effects of wind and waves could damage natural protective features, leaving the shoreline more vulnerable (UF/IFAS Extension, 2013).

According to the Center of Ocean Solutions, there has been a dramatic increase in coastal erosion over the last two decades and this is expected to continue as sea level rises and storm frequency and severity increase. Rather than occurring over the same time scale with sea level rise, erosion of beaches and coastal cliffs is expected to occur in large bursts during storm events as a result of increased wave height and storm intensity. Because of these large events, scientific models predict that shoreline erosion may outpace sea level rise by 50- to 200-fold. Erosion will have significant effects on coastal habitats, which can lead to social and economic impacts on coastal communities. With the reduction of coastal habitats and the ecological services they provide, coastal communities will experience more frequent and destructive flooding, compromised water supplies and smaller or fewer beaches.

Figure 4.9 – Sea Level Rise and Coastal Erosion of Dunes



Source: Jane Hawkey, IAN Image Library (ian.umces.edu/imagelibrary/)

Vulnerability Assessment

Vulnerability – Low

Erosion is a common, ongoing process along Palmetto Bay's canal banks and shoreline. Given the lack of data on erosion rates and geographic extent, no property exposure analysis was conducted for this hazard. Flood risk and vulnerability from erosion is considered low for Palmetto Bay.

4.4.2 Dam/Levee Failure

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Dam Failure	Unlikely	Limited	Negligible	Less than 6 hrs	Less than 1 week	1.8

Hazard Description

Dam Failure

A dam is a barrier constructed across a watercourse that stores, controls, or diverts water. Dams are usually constructed of earth, rock, or concrete. The water impounded behind a dam is referred to as the reservoir and is measured in acre-feet. One acre-foot is the volume of water that covers one acre of land to a depth of one foot. Dams can benefit farmland, provide recreation areas, generate electrical power, and help control erosion and flooding issues.

A dam failure is the collapse or breach of a dam that causes downstream flooding. Dam failures may be caused by natural events, human-caused events, or a combination. Due to the lack of advance warning, failures resulting from natural events, such as hurricanes, earthquakes, or landslides, may be particularly severe. Prolonged rainfall and subsequent flooding is the most common cause of dam failure.

Dam failures usually occur when the spillway capacity is inadequate and water overtops the dam or when internal erosion in dam foundation occurs (also known as piping). If internal erosion or overtopping cause a full structural breach, a high-velocity, debris-laden wall of water is released and rushes downstream, damaging or destroying anything in its path. Overtopping is the primary cause of earthen dam failure in the United States.

Dam failures can result from any one or a combination of the following:

- Prolonged periods of rainfall and flooding;
- Inadequate spillway capacity, resulting in excess overtopping flows;
- Internal erosion caused by embankment or foundation leakage or piping;
- Improper maintenance, including failure to remove trees, repair internal seepage problems, replace lost material from the cross-section of the dam and abutments, or maintain gates, valves, and other operational components;
- Improper design, including the use of improper construction materials and construction practices;
- Negligent operation, including the failure to remove or open gates or valves during high flow periods;
- Failure of upstream dams on the same waterway; and
- High winds, which can cause significant wave action and result in substantial erosion.

Water released by a failed dam generates tremendous energy and can cause a flood that is catastrophic to life and property. A catastrophic dam failure could challenge local response capabilities and require evacuations to save lives. Impacts to life safety will depend on the warning time and the resources available to notify and evacuate the public. Major casualties and loss of life could result, as well as water quality and health issues. Potentially catastrophic effects to roads, bridges, and homes are also of major concern. Associated water quality and health concerns could also be issues. Factors that influence the potential severity of a full or partial dam failure are the amount of water impounded; the density, type, and value of development and infrastructure located downstream; and the speed of failure.

Dam failure can occur with little warning. Intense storms may produce flash flooding within a few hours or even minutes of the beginning of heavy rainfall, and dam failure may occur within hours of the first signs of breaching. Other failures and breaches can take much longer to occur, from days to weeks, as a result of

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debris jams or the accumulation of melting snow. The duration of the flood will vary but may last as long as a week.

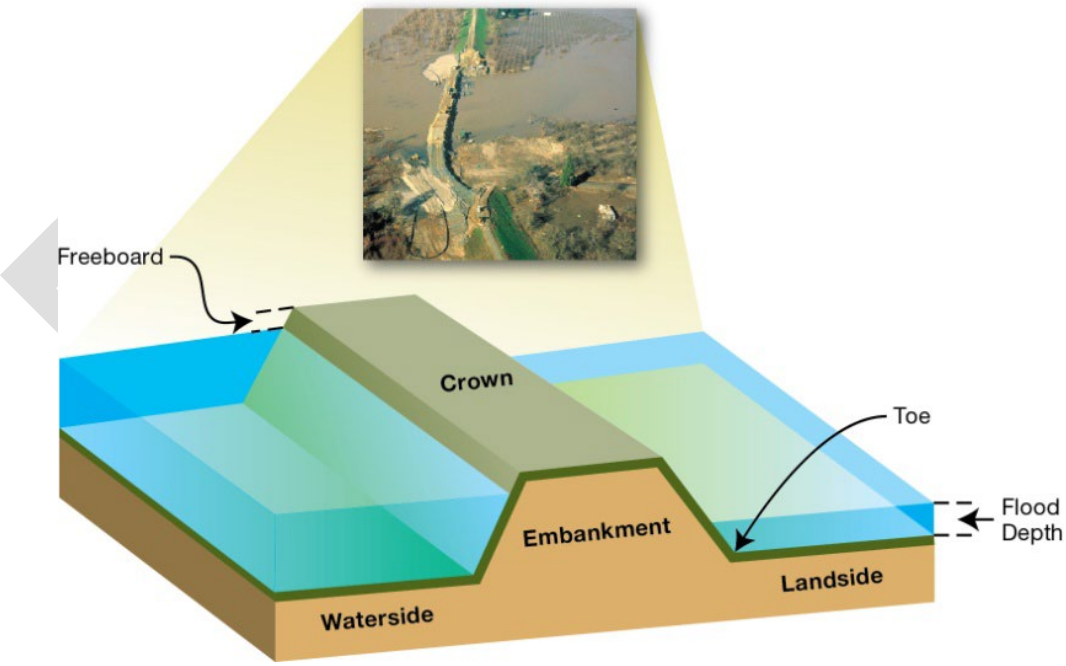
The National Inventory of Dams (NID) is a database of dams in the United States which was developed and is maintained by the USACE. Congress authorized the USACE to inventory dams as part of the 1972 National Dam Inspection Act. Several subsequent acts have authorized maintenance of the NID and provided funding. The USACE collaborates with FEMA and state regulatory offices to collect data on dams.

Levee Failure

FEMA defines a levee as "a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water in order to reduce the risk from temporary flooding." Levee systems consist of levees, floodwalls, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. Levees often have "interior drainage" systems that work in conjunction with the levees to take water from the landward side to the water side. An interior drainage system may include culverts, canals, ditches, storm sewers, and/or pumps.

Levees and floodwalls are constructed from the earth, compacted soil or artificial materials, such as concrete or steel. To protect against erosion and scouring, earthen levees can be covered with grass and gravel or hard surfaces like stone, asphalt, or concrete. Levees and floodwalls are typically built parallel to a waterway, most often a river, in order to reduce the risk of flooding to the area behind it. Figure 4.10 below shows the components of a typical levee.

Figure 4.10 – Components of a Typical Levee



Source: FEMA, *What is a Levee Fact Sheet*, August 2011

Levees provide strong flood protection, but they are not failsafe. Levees are designed to protect against a specific flood level and could be overtopped during severe weather events. Levees reduce, not eliminate, the risk to individuals and structures behind them. A levee system failure or overtopping can create severe flooding and high-water velocities. It is important to remember that no levee provides protection from

events for which it was not designed, and proper operation and maintenance are necessary to reduce the probability of failure.

Warning Time: 4 – Less than 6 hours

Duration: 3 – Less than 1 week

Location

Table 4.10 provides details for the 21 dams included in the National Inventory of Dams that are located within Miami-Dade County. Dam S-22 and S-121 are the closest upstream dams to Palmetto Bay and lie about two miles northeast and three miles northwest, respectively. Dam S-121 is classified as a significant hazard dam and dam S-22 has a low hazard classification. Dam S-148 is also within three miles of Palmetto Bay but is not upstream of the community. Figure 4.11 reflects the location of the dams closest to Palmetto Bay.

Dam inundation areas were not available for evaluation, but Palmetto Bay is not expected to be impacted by inundation risk from any of these dams.

Table 4.10 – National Dam Inventory for Miami-Dade County, FL

Dam Name	NIDID	Year Built	Height (Ft.)	NID Storage (acre-feet)	Hazard Classification	Primary Purpose	River or Stream	Nearest Town	Distance to Nearest Town
G – 58	FL76005	1956	10	200	Significant	Other	Arch Creek	North Miami Beach	0 Miles
G – 72	FL76007	1962	10	1,250	Low	Other	C – 7 Extension Canal	Miami	0 Miles
G93 Control Structure	FL76008	1953	10	280	High	Flood Risk Reduction	C-3 Canal	Coral Gables	0 Miles
G – 119	FL76004	1966	14	40,000	Low	Water Supply	Tamiami Canal (C4)	Belen	2 Miles
S - 22	FL00394	1956	23	1,270	Low	Flood Risk Reduction	Snapper Creek Canal (C2)	Coral Gables	0 Miles
S – 25	FL00688	1976	13	560	Low	Other	Comfort Canal (C5)	Miami	0 Miles
S – 26	FL00404	1974	25	1,460	Significant	Flood Risk Reduction	Miami River (North Fork)	Miami	0 Miles
S – 27	FL00405	1958	20	1,400	Low	Flood Risk Reduction	Little River Canal	Miami	0 Miles
S – 28	FL00406	1962	21	1,247	Low	Flood Risk Reduction	Biscayne Canal	Miami Shores	0 Miles

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Dam Name	NIDID	Year Built	Height (Ft.)	NID Storage (acre-feet)	Hazard Classification	Primary Purpose	River or Stream	Nearest Town	Distance to Nearest Town
S – 29	FL00407	1953	21	3,410	Low	Flood Risk Reduction	Snake Creek Canal	Miami Shores	0 Miles
S – 30	FL00383	1960	14	292	Significant	Flood Risk Reduction	Snake Creek Canal	Miramar	0 Miles
S – 94	FL00381	1979	24	1,039	Significant	Flood Risk Reduction; Irrigation	Princeton Canal	Princeton	5 Miles
S – 121	FL00392	Un-known	11	1,000	Significant	Flood Risk Reduction	Cutler Drain Canal	Cutler Ridge	0 Miles
S – 148	FL00390	1962	20	2,977	Low	Flood Risk Reduction	Black Creek	Goulds	0 Miles
S – 165	FL00387	1966	22	507	Low	Flood Risk Reduction	Princeton Canal	Princeton	0 Miles
S – 166	FL00386	1967	23	92	Low	Flood Risk Reduction	Mowry Canal	Naranja	0 Miles
S – 176	FL00373	1967	23	1,639	Low	Flood Risk Reduction	Aerojet Canal	N/A	-
S – 179	FL00388	1967	32	812	Low	Flood Risk Reduction	Mowry Canal	Homestead Air Force base	1 Mile
S – 196	FL00377	1967	13	1,039	Low	Flood Risk Reduction	Mowry Canal	Homestead	2 Mile
S – 338	FL00690	1979	26	242	Low	Water Supply	Canal 1	New Tamiami Airport	3 Miles

Source: U.S. Army Corps of Engineers National Inventory of Dams, May 2022; Florida Department of Environmental Protection

According to the U.S. Army Corps of Engineers National Levee Database (NLD), the L-31 North Levee system protects a small portion of Palmetto Bay. Therefore, if this levee failed, Palmetto Bay could be impacted by subsequent flooding. Figure 4.12 reflects the location and protected area of the L-31 North Levee in relation to Palmetto Bay. Table 4.11 summarizes details of the L-31 levee system.

Table 4.11 – National Levee Database, Palmetto Bay Planning Area

System Name	Sponsor	Length (Miles)	Year Constructed	Risk Class	Maximum Height	Number of Closure Structures	Leveed Area Type
L-31 North	SFWMD	21.0	1967	Moderate	11.30	1	Urban

U.S. Army Corps of Engineers National Levee Database, May 2022

Spatial Extent: 1 – Negligible

Figure 4.11 – Dams in Close Proximity to Palmetto Bay, FL

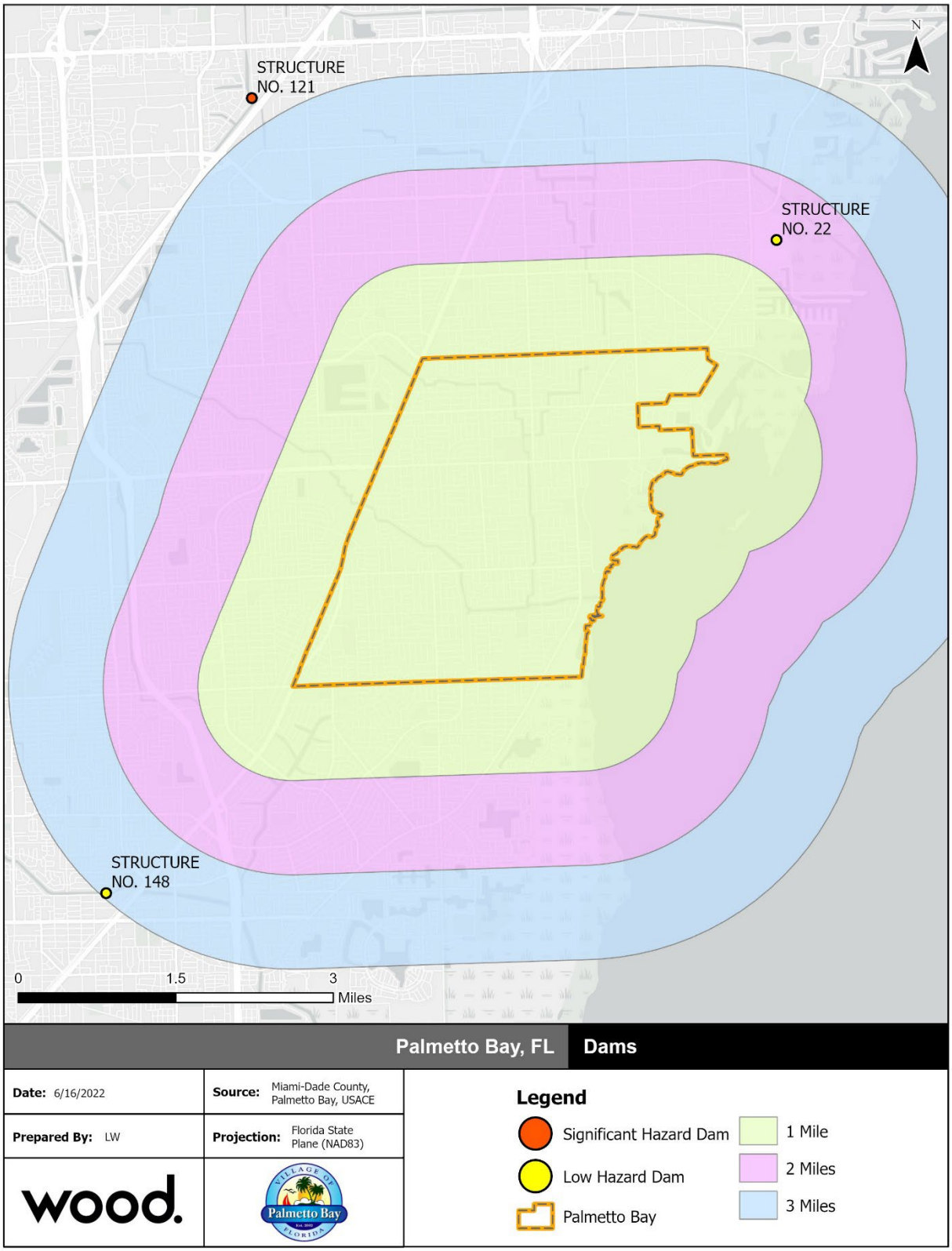
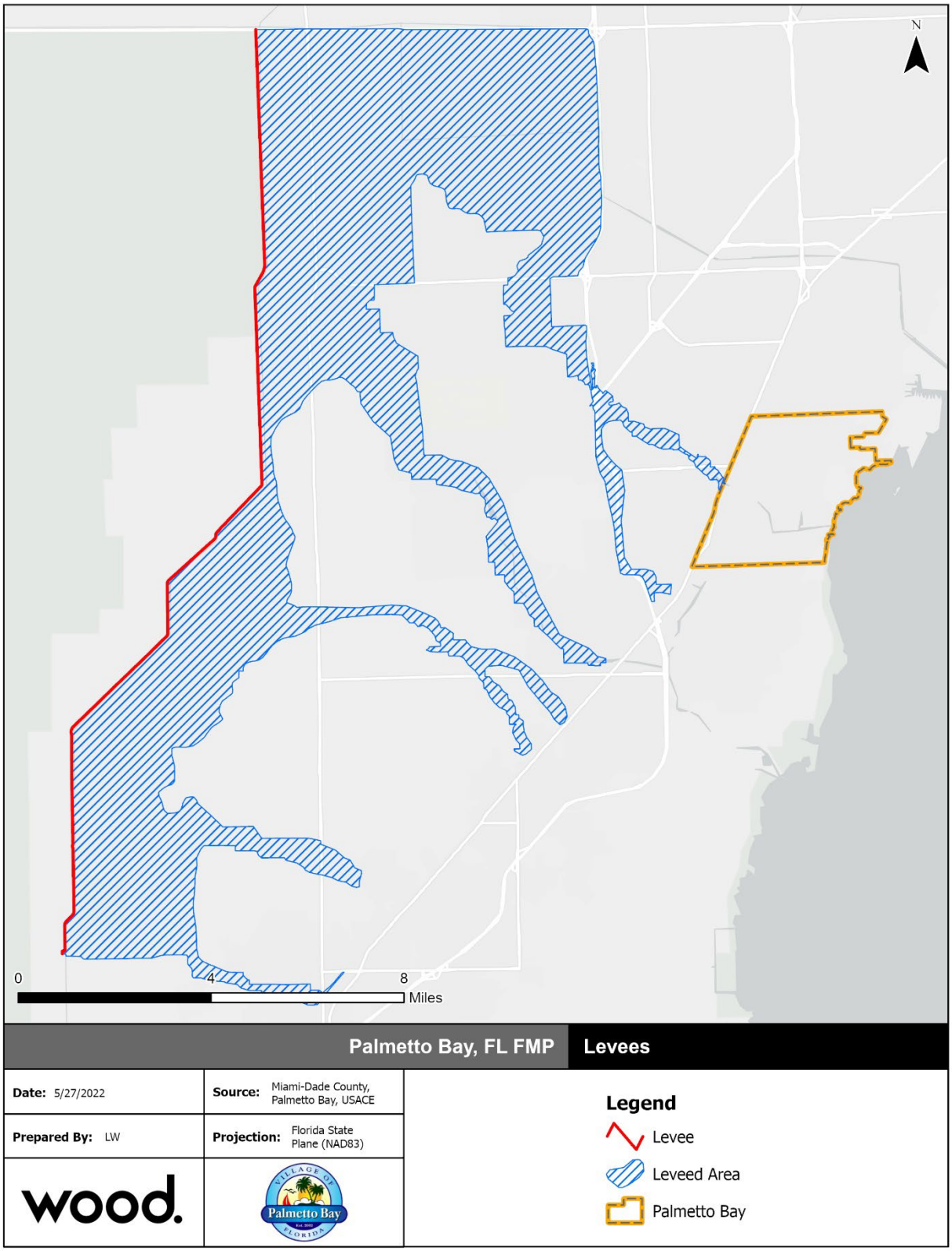


Figure 4.12 – L-31 North Levee Centerline and Protected Area



Extent

Each state has definitions and methods to determine the Hazard Potential of a dam. In Florida, dams are regulated by the state if they are 25 feet or more in height and impound 50 acre-feet or more. Dams and impoundments smaller than that may fall under state regulation if it is determined that failure of the dam could result in loss of human life or significant damage to property below the dam. The height of a dam is from the maximum water storage elevation of the dam to the lowest point on the downstream toe, and the storage capacity is the volume impounded at the elevation of the highest point on the crest of the dam.

Dam Safety Program engineers determine the "hazard potential" of a dam, meaning the probable damage that would occur if the structure failed, in terms of loss of human life and economic loss or environmental damage. Dams are assigned one of three classes based on the nature of their hazard potential:

1. Low Hazard: Dams where failure or mis-operation results in no probable loss of human life and low economic and/or environmental losses. Losses are principally limited to the owner's property.
2. Significant Hazard: Includes dams where failure or mis-operation results in no probable loss of human life but can cause economic loss, environment damage, disruption of lifeline facilities, or impact other concerns. Significant hazard dams are often located in rural or agricultural areas but could be located in areas with population and significant infrastructure.
3. High Hazard: Includes dams where failure will likely cause loss of life.

Table 4.12 – Dam Hazards Classification

Hazard Classification	Loss of Human Life	Economic, Environmental, Lifeline Losses
Low	None Expected	Low and generally limited to owner
Significant	None Expected	Yes
High	Probable. One or more expected	Yes

Source: Florida Department of Environmental Protection; FEMA Guidelines for Dam Safety

G93 Control Structure is the only dam in Miami-Dade County that is classified as a high hazard potential dam. Failure of this dam could have significant consequences for the surrounding area and communities downstream. Palmetto Bay is located downstream of the high hazard dam, however, the Village is about 10.5 miles south of the structure, and likely falls outside of the potentially impacted area. The nearest downstream city from the high hazard dam is Coral Gables. The closest upstream dams are S-22 and S-121 which lie about two miles northeast and just over three miles northwest, respectively. Dam S-121 is classified as significant hazard dam and dam S-22 has a low hazard classification.

The National Levee Database (NLD) also provides risk ratings for structures, which can be used to approximate the magnitude of the hazard. The risk class categorizes the Likelihood of inundation due to breach and/or system component malfunction in combination with loss of life, economic, or environmental consequences. There are six risk classifications: very high, high, moderate, low, very low, and no verdict. Below is a summary of NLD suggested actions based on the dam classifications observed the Palmetto Bay area (high, moderate, low).

There is one high risk levee in Miami-Dade County, however, it is located about 20 miles northwest of Palmetto Bay and the associated risk of water overtopping the levee is low. There is one levee west of the Palmetto Bay planning area which has a moderate risk classification. Following is the levee performance and risk rating as reported in the National Levee Database:

- **L-31 North (Moderate):** Currently, there is no immediate concern with the L-31 North levee system. The system reduces but does not eliminate the risk of loss of life or economic damages from high water events in the Everglades. USACE risk assessments consider flooding frequency, the likelihood of the levee breaching or overtopping, and the resulting potential loss of lives

and damage to homes, businesses, and the environment. Based on the most recent risk assessment of L-31 North in 2016, USACE considers this levee to have a moderate risk due to potential for seepage that could lead to a levee breach at unusually high water levels in the Everglades. Seepage is when water on the flood side of the levee seeps through to the land side. Seepage can carry soil particles with it and if enough soil is moved through the levee, the levee may be weakened and breach. Some water seeping through the levee is normal. Downstream consequences in the event of a breach are potentially high given the large population and the potential that the community may not be fully aware of the existence or function of the levee. The risk associated with water overtopping the levee is low. The levee system is performing as designed. In an extreme event, water would be anticipated to overtop the levee in a storm that has a 1 in 1,000 chance of occurring in any given year. If the levee breaches or overtops, the range of flooding in portions of the leveed area could be up to 3 feet deep.

Although the failure risk of this levee is moderate, the exposure area in Palmetto Bay is so low that the magnitude of a potential failure is considered limited.

Extent: 2 – Limited

Past Occurrences

There are no past reported breaches of the G93 Control Structure, S-22, or S-121 dams. The most recent Florida Dam Inventory indicates that the high hazard dam, G93 Control Structure, was last inspected on January 12, 2020 and that it received a condition assessment of "satisfactory" suggesting the dam is being properly maintained.

There are no past reported breaches of the levees surrounding the Village of Palmetto Bay. The L-31 North levee was last assessed in 2016.

Probability of Future Occurrence

There is one high hazard dam within Miami-Dade County. However, given the lack of past incidents and the favorable condition assessment at the dam's last inspection, a flooding hazard from future dam failure is unlikely. Similarly, there no documented occurrences of past levee failure.

It should be noted that there are no levees within Palmetto Bay that have been certified by FEMA to protect against the 100-year flood. Therefore, Palmetto Bay residents should not be lulled into a false sense of security by the surrounding levees as no level of protection is guaranteed. In fact, areas behind levees that cannot be certified are typically considered high-risk areas.

Probability: 1 – Unlikely

Climate Change and Future Conditions

Future development may increase the overall risk of dam failure by increasing downstream exposure of people and property. Regular inspection and evaluation of dam hazard potential can ensure appropriate safety precautions, such as the preparation of an Emergency Action Plan and the establishment of procedures for warning and evacuation of all at-risk structures should a failure occur.

Dam failure is already tied to flooding and the increased pressure that flooding places on dams. Climate change impacts on dam failure will most likely be those related to changes in precipitation and flood probability. The Fourth National Climate Assessment indicates that heavy precipitation events are already becoming more frequent and intense and that this trend is likely to continue. This change may increase risk of flooding, putting stress on dams and increasing likelihood of dam failure. A recent study evaluated the safety of dams for the future climate based on an evaluation of changes in design floods and the freeboard available to accommodate an increase in flood levels. The study results indicated that the design floods

and the corresponding outflow floods and flood water levels will increase in the future, and this increase will affect the safety of the dams in the future. The study concluded that the total hydrological failure probability of a dam will increase in the future climate and that the extent and depth of flood waters will increase by the future dam break scenario (Chernet, 2013).

Vulnerability Assessment

Vulnerability – Low

Although uncommon, dam and levee failure events can occur, and regular monitoring is necessary to minimize their probability. As noted above, there are no dams with inundation areas that would be expected to affect Palmetto Bay, and there is on levee system with a minimal area of protection in Palmetto Bay. Given the lack of data on dam inundation areas and limited footprint of the levee protected area in Palmetto Bay, no property exposure analysis was conducted for this hazard. Flood risk and vulnerability from dam and levee failure is considered low for Palmetto Bay.

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4.4.3 Flood (Coastal and Inland)

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Flood (Coastal and Inland)	Likely	Critical	Large	6 to 12 hours	Less than 1 week	3.2

Hazard Description

Flooding is defined by the rising and overflowing of a body of water onto normally dry land. As defined by FEMA, a flood is a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties. Flooding can result from an overflow of inland waters or an unusual accumulation or runoff of surface waters from any source.

Flooding is the most frequent and costly of all natural hazards in the United States. Ninety percent of all natural disasters in the U.S. involve flooding.

Sources and Types of Flooding

Flooding within the Village of Palmetto Bay can be attributed to three main sources as noted below. The Village's relatively flat topography and network of canals and storm water infrastructure also contribute to flood risk across Palmetto Bay. Mismanagement and improper cleaning of these canals also causes flooding from heavy rains, hurricanes, and tidal systems. The primary cause of flooding is coastal flooding due to hurricane storm surge as well as normal tidal movement. Flooding primarily occurs along the waterfronts of Biscayne Bay.

Coastal Tidal Flooding: All lands bordering the coast along Biscayne Bay are prone to tidal affects/flooding. The Deering Estate Park and Preserve serves a topographical barrier between Biscayne Bay and the interior basin of Palmetto Bay and other portions of the southern Florida peninsula. This wooded land and coastal wetlands area provide a buffer zone to help protect human life and real property relative to the sea much as flood plains provide a buffer zone along rivers and other bodies of water. Coastal floods usually occur as a result of abnormally high tides or tidal waves, storm surge and heavy rains in combination with high tides, tropical storms and hurricanes.

Riverine/Overbank Flooding: The Village of Palmetto Bay has numerous canals running throughout its jurisdiction that are susceptible to overflowing their banks during and following excessive precipitation events. While flash flooding caused by surface water runoff is not uncommon in Palmetto Bay, riverine flood events (such as the "100-year flood") will cause significantly more damage and economic disruption for the area. Palmetto Bay's floodplain maps are currently being updated by FEMA. This plan examines both the effective and the preliminary FIRMs.

Flash or Rapid Flooding: Flash flooding is the result of heavy, localized rainfall, possibly from slow-moving intense thunderstorms that cause small streams and drainage systems to overflow within six hours or less of the beginning of the rainfall. Flash flooding can happen in Special Flood Hazard Areas (SFHAs) as delineated by the NFIP and can also happen in areas not associated with floodplains. Flash flood hazards caused by surface water runoff are most common in urbanized cities, where greater population density generally equates to more impervious surface (e.g., pavement and buildings) which increases the amount of surface water generated. Flash flooding is also discussed in Section 4.4.5 Flood: Stormwater/Localized because flash flooding can often occur when the capacity of the stormwater system is exceeded or if conveyance is obstructed by debris, sediment and other materials that limit the volume of drainage.

Warning time can vary significantly depending on the source of flooding but can be as little as six hours in the case of flash flooding.

Warning Time: 3 – 6 to 12 hours

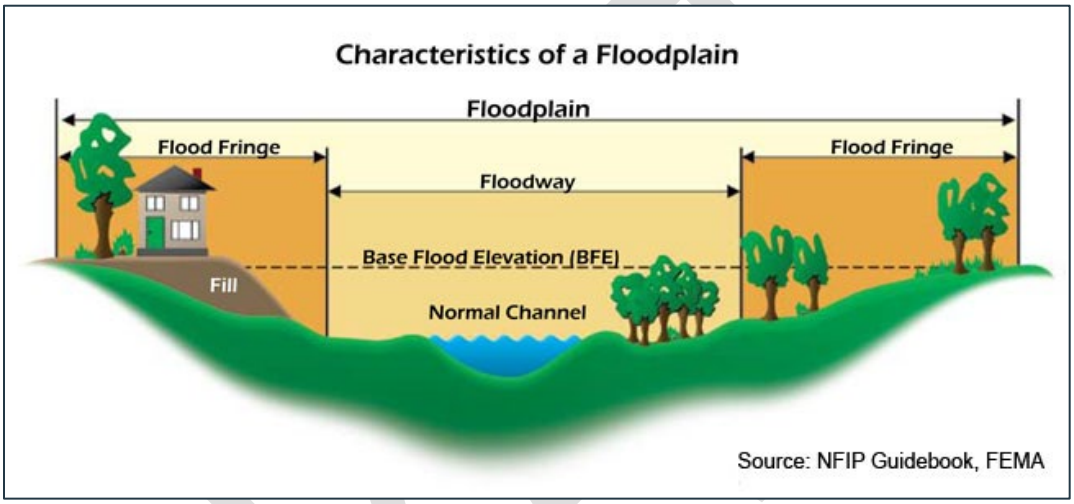
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Duration: 3 – Less than 1 week

Flooding and Floodplains

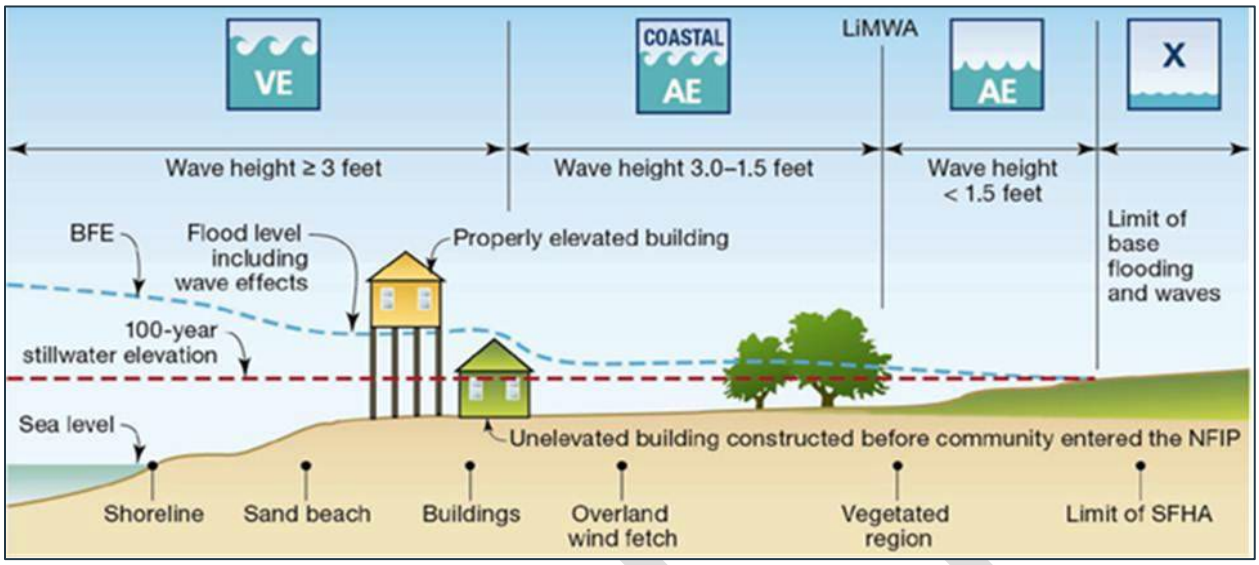
In the case of riverine flooding, the area adjacent to a channel is the floodplain, as shown in Figure 4.13. A floodplain is flat or nearly flat land adjacent to a stream or river that experiences occasional or periodic flooding. It includes the floodway, which consists of the stream channel and adjacent areas that carry flood flows, and the flood fringe, which are areas covered by the flood, but which do not experience a strong current. Floodplains are made when floodwaters exceed the capacity of the main channel or escape the channel by eroding its banks. When this occurs, sediments (including rocks and debris) are deposited that gradually build up over time to create the floor of the floodplain. Floodplains generally contain unconsolidated sediments, often extending below the bed of the stream.

Figure 4.13 – Characteristics of a Riverine Floodplain



In coastal areas, flooding occurs due to high tides, tidal waves, storm surge, or heavy rains in combination with these other sources. In these areas, flood hazards typically include the added risk of wave action delineated by the VE Zone and Coastal A Zone. Wave height and intensity decreases as floodwaters move inland. Figure 4.14 shows the typical coastal floodplain and the breakdown of flood zones in these settings. These flood zones are discussed further in Table 4.13.

Figure 4.14 – Characteristics of a Coastal Floodplain



Source: FEMA

In its common usage, the floodplain most often refers to that area that is inundated by the "100-year flood," which is the flood that has a 1-percent chance in any given year of being equaled or exceeded. The 500-year flood is the flood that has a 0.2-percent chance of being equaled or exceeded in any given year. The potential for flooding can change and increase through various land use changes and changes to land surface, which result in a change to the floodplain. A change in environment can create localized flooding problems inside and outside of natural floodplains by altering or confining natural drainage channels. These changes are often created by human activity.

The 1-percent-annual-chance flood, which is the minimum standard used by most federal and state agencies, is used by the NFIP as the standard for floodplain management and to determine the need for flood insurance. Participation in the NFIP requires adoption and enforcement of a local floodplain management ordinance which is intended to prevent unsafe development in the floodplain, thereby reducing future flood damages. Participation in the NFIP allows for the federal government to make flood insurance available within the community as a financial protection against flood losses. Since floods have an annual probability of occurrence, have a known magnitude, depth and velocity for each event, and in most cases, have a map indicating where they will occur, they are in many ways the most predictable and manageable hazard.

Location

Regulated floodplains are illustrated on inundation maps called Flood Insurance Rate Maps (FIRMs). It is the official map for a community on which FEMA has delineated both the SFHAs and the risk premium zones applicable to the community. SFHAs represent the areas subject to inundation by the 100-year flood event. Structures located within the SFHA have a 26-percent chance of flooding during the life of a standard 30-year mortgage. Flood prone areas were identified within the Village of Palmetto Bay using both the Effective FIRMs and the Preliminary FIRMs that are still under review. Table 4.13 summarizes the flood insurance zones identified by the DFIRMs.

Table 4.13 – Mapped Flood Insurance Zones within Palmetto Bay, FL

Zone	Description
VE	Also known as the coastal high hazard areas. They are areas subject to high velocity water including waves; they are defined by the 1% annual chance (base) flood limits (also known as the 100-year flood) and wave effects 3 feet or greater. The hazard zone is mapped with base flood elevations (BFEs) that reflect the combined influence of stillwater flood elevations, primary frontal dunes, and wave effects 3 feet or greater.
AE	AE Zones, also within the 100-year flood limits, are defined with BFEs that reflect the combined influence of stillwater flood elevations and wave effects less than 3 feet. The AE Zone generally extends from the landward VE zone limit to the limits of the 100-year flood from coastal sources, or until it reaches the confluence with riverine flood sources. The AE Zones also depict the SFHA due to riverine flood sources, but instead of being subdivided into separate zones of differing BFEs with possible wave effects added, they represent the flood profile determined by hydrologic and hydraulic investigations and have no wave effects. The Coastal AE Zone is differentiated from the AE Zone by the Limit of Moderate Wave Action (LiMWA), and includes areas susceptible to wave action between 1.5 to 3 feet.
AH	Areas subject to inundation by the 1% -annual-chance flood event generally determined using approximate methodologies. Because detailed hydraulic analyses have not been performed, no BFEs or flood depths are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.
0.2% Annual Chance (shaded Zone X)	Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee. No BFEs or base flood depths are shown within these zones. (Zone X (shaded) is used on new and revised maps in place of Zone B.)
Zone X (unshaded)	Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains. No BFEs or base flood depths are shown within these zones. Zone X (unshaded) is used on new and revised maps in place of Zone C.

Source: FEMA

Figure 4.15 and Figure 4.16 reflect the effective and preliminary mapped flood insurance zones, respectively, for the Village of Palmetto Bay. Approximately 51.4% of Palmetto Bay, falls within the 1-percent-annual-chance floodplain in the Effective FIRMs. Table 4.14 summarizes the Village's acreage by flood zone according to the 2009 Effective FIRM and Preliminary FIRM.

Table 4.14 – Flood Zone Acreage, Effective and Preliminary

FIRM	Flood Zone Acreage						
	Zone AE	Zone AH	Zone VE	Zone X Shaded	Zone X Unshaded	Total	SFHA Total
2009 Effective	2,769.8	-	195.9	84.8	2,343.2	5,393.7	2,965.6 (55%)
Preliminary	651.4	226.3	166.5	2,908.0	1,441.5	5,393.7	1,044.2 (19.4%)

Spatial Extent: 4 – Large

Figure 4.15 – Palmetto Bay 2009 Effective DFIRM Flood Zones

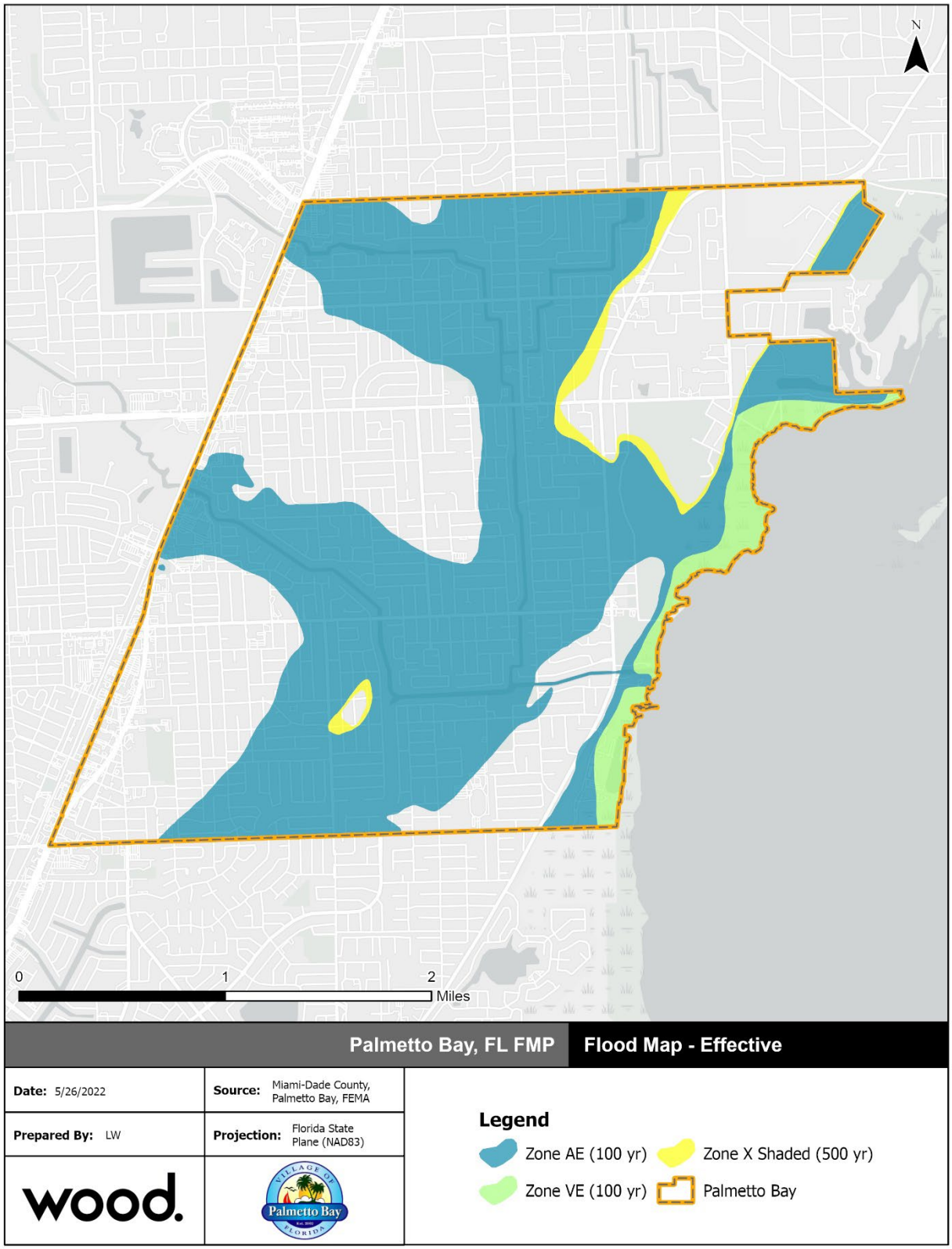
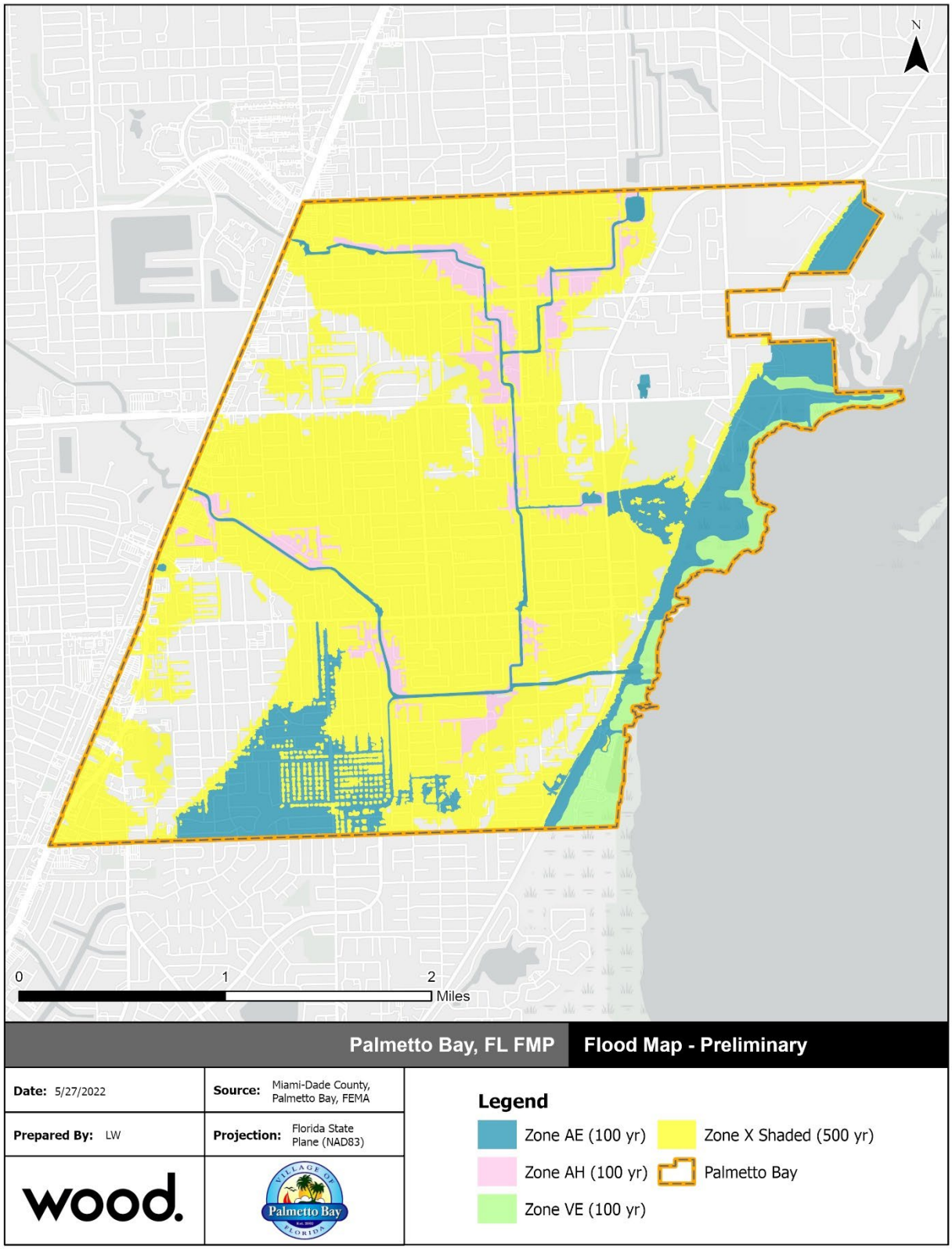


Figure 4.16 – Palmetto Bay Preliminary DFIRM Flood Zones



Extent

The severity of a flood can be measured by its depth and velocity. The depth of flooding that impacts a property is correlated with the property damages that result, where greater depths cause more substantial damages.

Figure 4.17 shows the flood depths throughout Palmetto Bay for the 1-percent-annual-chance flood event, as defined by the Effective FIRMs for the Village.

Flood extent varies throughout the floodplain, but overall flooding impacts can be critical, with the potential for severe damage and destruction of property and the possibility of injuries and deaths.

Impact: 3 – Critical

Past Occurrences

Table 4.15 summarizes the 212 coastal flood, flash flood, flood, and heavy rain events reported in the NCEI Storm Events Database since 1996 for Miami-Dade County, and Table 4.16 lists these events by location and date of occurrence.

Table 4.15 – Summary of NCEI Flooding Events in Miami-Dade County (1997 – 2022)

Type	# of Events	Property Damage	Crop Damage	Deaths (Direct)	Injuries (Direct)
Coastal Flooding	68	$0	$0	0	0
Flash Flood	46	$101,588,000	$200,000,000	0	0
Flood	70	$440,180,000	$514,005,000	0	0
Heavy Rain	28	$345,000	$200,000	0	1
Total	**212**	**$542,113,000**	**$714,205,000**	**0**	**1**

Source: NCEI Storm Events Database, May 2022

Table 4.16 – NCEI Flooding Events in Miami-Dade County (January 1997 – January 2022)

Location	Date	Event Type	Injuries/ Deaths	Property Damage	Crop Damage
MIAMI-DADE (ZONE)	9/24/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/25/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/26/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/27/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/28/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/28/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/29/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/29/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/29/2015	Coastal Flood	0/0	$0	$0
MIAMI-DADE (ZONE)	9/30/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/1/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/8/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/8/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/9/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/9/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/25/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/25/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/27/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/25/2015	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/12/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/12/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/13/2016	Coastal Flood	0/0	$0	$0

Location	Date	Event Type	Injuries/ Deaths	Property Damage	Crop Damage
COASTAL MIAMI-DADE COUNTY (ZONE)	10/13/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/13/2016	Coastal Flood	0/0	$0	$0
METROPOLITAN MIAMI-DADE COUNTY (ZONE)	10/13/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/15/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/15/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/16/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/17/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/17/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/18/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/20/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/12/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/14/2016	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/3/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/4/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/4/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/5/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/5/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/5/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/5/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/5/2017	Coastal Flood	0/0	$0	$0
METROPOLITAN MIAMI-DADE COUNTY (ZONE)	10/6/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/7/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/21/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/5/2017	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/8/2018	Coastal Flood	0/0	$0	$0
METROPOLITAN MIAMI-DADE COUNTY (ZONE)	10/9/2018	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/9/2018	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	8/2/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	8/30/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	8/31/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	8/31/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	9/27/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	9/29/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	9/30/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/1/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/1/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/1/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/1/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/13/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/14/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/15/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/17/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	11/19/2019	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	9/21/2020	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	9/29/2020	Coastal Flood	0/0	$0	$0
COASTAL MIAMI-DADE COUNTY (ZONE)	10/19/2020	Coastal Flood	0/0	$0	$0
KENDELL DR AREA	4/26/1997	Flash Flood	0/0	$0	$0
FLORIDA CITY	9/16/1998	Flash Flood	0/0	$0	$0
NORTHEAST PORTION	6/8/1999	Flash Flood	0/0	$50,000	$0

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Location	Date	Event Type	Injuries/ Deaths	Property Damage	Crop Damage
EAST PORTION	10/15/1999	Flash Flood	0/0	$100M	$200M
MIAMI	4/14/2000	Flash Flood	0/0	$10,000	$0
MIAMI	5/31/2000	Flash Flood	0/0	$5,000	$0
NORTH MIAMI	12/9/2002	Flash Flood	0/0	$50,000	$0
KENDALL	9/28/2004	Flash Flood	0/0	$50,000	$0
NORTH MIAMI BEACH	5/20/2007	Flash Flood	0/0	$5,000	$0
MIAMI BEACH	5/20/2007	Flash Flood	0/0	$0	$0
MIAMI	5/20/2007	Flash Flood	0/0	$0	$0
SOUTH MIAMI	7/5/2007	Flash Flood	0/0	$0	$0
BISCAYNE BAY ARPT	10/4/2008	Flash Flood	0/0	$1,000	$0
OJUS	10/9/2008	Flash Flood	0/0	$10,000	$0
BISCAYNE PARK	6/5/2009	Flash Flood	0/0	$50,000	$0
(MIA)MIAMI INTL	12/17/2009	Flash Flood	0/0	$50,000	$0
MIAMI BEACH	6/4/2010	Flash Flood	0/0	1$,000	$0
HOMESTEAD	10/8/2011	Flash Flood	0/0	$0	$0
GOULDS	10/30/2011	Flash Flood	0/0	$100,000	$0
HIALEAH GARDENS	5/22/2012	Flash Flood	0/0	$0	$0
HIALEAH GARDENS	5/22/2012	Flash Flood	0/0	$75,000	$0
WEST MIAMI	4/30/2013	Flash Flood	0/0	$1,000	$0
NORTH MIAMI BEACH	6/7/2013	Flash Flood	0/0	$0	$0
MIAMI BEACH	7/18/2013	Flash Flood	0/0	$5,000	$0
SOUTH MIAMI	10/2/2013	Flash Flood	0/0	$5,000	$0
LEMON CITY	2/28/2015	Flash Flood	0/0	$3,000	$0
PINEWOOD	12/4/2015	Flash Flood	0/0	$10,000	$0
MIAMI NEW TAMIAMI AR	12/5/2015	Flash Flood	0/0	$30,000	$0
(MIA)MIAMI INTL	6/2/2017	Flash Flood	0/0	$10,000	$0
MIAMI	8/2/2017	Flash Flood	0/0	$1M	$0
RICHMOND HGTS	8/15/2019	Flash Flood	0/0	$30,000	$0
BISCAYNE PARK	5/25/2020	Flash Flood	0/0	$1,000	$0
COCONUT GROVE	9/13/2020	Flash Flood	0/0	$0	$0
MIAMI SPGS	10/2/2020	Flash Flood	0/0	$0	$0
MIAMI NEW TAMIAMI AR	10/2/2020	Flash Flood	0/0	$0	$0
PALM SPGS NORTH	11/8/2020	Flash Flood	0/0	$0	$0
NORTH MIAMI	11/12/2020	Flash Flood	0/0	$0	$0
INDIAN CREEK	11/12/2020	Flash Flood	0/0	$0	$0
LEMON CITY	2/16/2021	Flash Flood	0/0	$0	$0
MIAMI BEACH	7/12/2021	Flash Flood	0/0	$0	$0
MIAMI BEACH	8/12/2021	Flash Flood	0/0	$1,000	$0
MIAMI	9/2/2021	Flash Flood	0/0	$0	$0
LEMON CITY	11/5/2021	Flash Flood	0/0	$10,000	$0
LEMON CITY	11/18/2021	Flash Flood	0/0	$15,000	$0
MIAMI BEACH	11/18/2021	Flash Flood	0/0	$10,000	$0
MIAMI	1/11/2022	Flash Flood	0/0	$0	$0
COASTAL DADE (ZONE)	6/9/1997	Flood	0/0	$0	$0
COASTAL DADE (ZONE)	6/14/1997	Flood	0/0	$0	$0
SURFSIDE	8/21/1997	Flood	0/0	$0	$0
COASTAL DADE (ZONE)	10/3/2000	Flood	0/0	$440M	$500M
COASTAL DADE (ZONE)	10/5/2000	Flood	0/0	0	0
COASTAL DADE (ZONE)	10/6/2000	Flood	0/0	0	0

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Location	Date	Event Type	Injuries/ Deaths	Property Damage	Crop Damage
INLAND DADE (ZONE)	12/10/2000	Flood	0/0	$100,000	$13M
IVES ESTATES	8/26/2015	Flood	0/0	$0	$0
LEMON CITY	8/30/2015	Flood	0/0	$0	$0
HOMESTEAD GEN AVN AR	12/4/2015	Flood	0/0	$0	$1M
HOMESTEAD	5/18/2016	Flood	0/0	$5,000	$5,000
LEISURE CITY	5/18/2016	Flood	0/0	$5,000	$0
MIAMI LAKE	7/21/2017	Flood	0/0	$0	$0
MIAMI SPGS	6/14/2018	Flood	0/0	$0	$0
SWEET WATER	6/28/2018	Flood	0/0	$0	$0
PINEWOOD	7/10/2018	Flood	0/0	$0	$0
HOMESTEAD	9/3/2018	Flood	0/0	$0	$0
SWEET WATER	9/3/2018	Flood	0/0	$0	$0
LEMON CITY	5/5/2019	Flood	0/0	$1,000	$0
WESTWOOD LAKES	5/5/2019	Flood	0/0	$1,000	$0
BISCAYNE PARK	5/16/2019	Flood	0/0	$5,000	$0
GOLDEN BEACH	6/24/2019	Flood	0/0	$1,000	$0
MEDLEY	7/8/2019	Flood	0/0	$0	$0
HIALEAH	7/8/2019	Flood	0/0	$0	$0
MEDLEY	8/6/2019	Flood	0/0	$0	$0
MIAMI NEW TAMIAMI AR	8/13/2019	Flood	0/0	$0	$0
IVES ESTATES	8/14/2019	Flood	0/0	$0	$0
CORAL GABLES	8/26/2019	Flood	0/0	$0	$0
(MIA)MIAMI INTL	8/27/2019	Flood	0/0	$0	$0
MIAMI	8/30/2019	Flood	0/0	$0	$0
GOLDEN BEACH	10/11/2019	Flood	0/0	$2,000	$0
NORTH MIAMI	10/11/2019	Flood	0/0	$0	$0
MIAMI	12/23/2019	Flood	0/0	$0	$0
BAY HARBOR IS	12/23/2019	Flood	0/0	$0	$0
COCONUT GROVE	2/1/2020	Flood	0/0	$0	$0
WESTWOOD LAKES	4/11/2020	Flood	0/0	$0	$0
MEDLEY	5/15/2020	Flood	0/0	$0	$0
IVES ESTATES	5/15/2020	Flood	0/0	$0	$0
SOUTH MIAMI	5/17/2020	Flood	0/0	$0	$0
MIAMI	5/18/2020	Flood	0/0	$0	$0
KEY BISCAYNE	5/18/2020	Flood	0/0	$0	$0
MIAMI	5/18/2020	Flood	0/0	$0	$0
MIAMI	5/24/2020	Flood	0/0	$0	$0
MIAMI	5/25/2020	Flood	0/0	$0	$0
(MIA)MIAMI INTL	5/25/2020	Flood	0/0	$0	$0
SWEET WATER	5/26/2020	Flood	0/0	$0	$0
PINEWOOD	5/26/2020	Flood	0/0	$50,000	$0
(OPF)OPA LOCKA ARPT	5/26/2020	Flood	0/0	$10,000	$0
NORTH BAY VLG	5/26/2020	Flood	0/0	$0	$0
HIALEAH GARDENS	7/5/2020	Flood	0/0	$0	$0
MIAMI	8/5/2020	Flood	0/0	$0	$0
(MIA)MIAMI INTL	9/9/2020	Flood	0/0	$0	$0
NORTH MIAMI	9/24/2020	Flood	0/0	$0	$0
MIAMI	9/26/2020	Flood	0/0	$0	$0
PALM SPGS NORTH	11/9/2020	Flood	0/0	$0	$0

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Location	Date	Event Type	Injuries/ Deaths	Property Damage	Crop Damage
COCONUT GROVE	5/6/2021	Flood	0/0	$0	$0
MIAMI	5/6/2021	Flood	0/0	$0	$0
MIAMI	5/6/2021	Flood	0/0	$0	$0
HIALEAH	6/15/2021	Flood	0/0	$0	$0
MIAMI BEACH	6/15/2021	Flood	0/0	$0	$0
CUTLER RIDGE	6/28/2021	Flood	0/0	$0	$0
HIALEAH GARDENS	7/27/2021	Flood	0/0	$0	$0
WEST MIAMI	9/2/2021	Flood	0/0	$0	$0
MIAMI BEACH	9/2/2021	Flood	0/0	$0	$0
MIAMI NEW TAMIAMI AR	9/17/2021	Flood	0/0	$0	$0
BAL HARBOUR	9/22/2021	Flood	0/0	$0	$0
MIAMI LAKE	9/23/2021	Flood	0/0	$0	$0
MIAMI	10/22/2021	Flood	0/0	$0	$0
MIAMI BEACH	10/22/2021	Flood	0/0	$0	$0
SOUTH MIAMI	11/5/2021	Flood	0/0	$0	$0
COUNTYWIDE	9/9/2001	Heavy Rain	0/0	$25,000	$0
MIAMI	10/21/2001	Heavy Rain	0/0	$0	$0
HOMESTEAD	11/6/2003	Heavy Rain	0/0	$0	$0
HIALEAH	11/8/2003	Heavy Rain	0/0	$0	$0
HIALEAH	8/1/2004	Heavy Rain	0/0	$0	$0
OPA LOCKA	8/2/2004	Heavy Rain	0/0	$0	$0
CUTLER RIDGE	6/11/2005	Heavy Rain	0/0	$0	$0
NORTH MIAMI	6/16/2005	Heavy Rain	0/0	$0	$200,000
MIAMI	9/11/2005	Heavy Rain	0/0	$0	$0
HIALEAH	5/15/2006	Heavy Rain	0/0	$10,000	$0
HIALEAH	5/16/2006	Heavy Rain	0/0	$40,000	$0
SOUTH MIAMI	5/26/2006	Heavy Rain	0/0	$0	$0
OPA LOCKA	9/2/2006	Heavy Rain	0/0	$30,000	$0
KENDALL	11/16/2006	Heavy Rain	0/0	$0	$0
PERRINE	11/25/2009	Heavy Rain	0/0	$0	$0
CORAL GABLES	11/25/2009	Heavy Rain	0/0	$0	$0
BAL HARBOUR	5/6/2011	Heavy Rain	0/0	$0	$0
(MIA)MIAMI INTL	6/19/2011	Heavy Rain	0/0	$100,000	$0
BISCAYNE PARK	4/15/2013	Heavy Rain	0/0	$20,000	$0
KENDALL	9/7/2015	Heavy Rain	0/0	$50,000	$0
RICHMOND HGTS	10/7/2015	Heavy Rain	0/0	$75,000	$0
KEY BISCAYNE	10/13/2015	Heavy Rain	0/0	$0	$0
HIALEAH GARDENS	12/3/2015	Heavy Rain	0/0	$0	$0
HOMESTEAD	12/5/2015	Heavy Rain	0/0	$0	$0
SOUTH MIAMI	12/8/2015	Heavy Rain	0/0	$0	$0
WESTWOOD LAKES	12/22/2015	Heavy Rain	0/0	$0	$0
MIAMI SPGS	6/2/2017	Heavy Rain	1/0	$0	$0
NARANJA	5/15/2020	Heavy Rain	0/0	$0	$0
Total	**-**	**-**	**1/0**	**$542M**	**$714M**

Source: NCEI Storm Events Database, May 2022

The following provides details on select flood events recorded in the NCEI database. These scenarios represent the types of flood events that can be expected in the future in the Village of Palmetto Bay.

October 3, 2000 – A band of heavy rain along its southern flank became nearly stationary across southeast Florida and produced a 10-mile wide swath of 10 to 20 inches of rain in Miami-Dade and extreme southeast Broward counties. Flooding of poorly drained urban areas quickly followed. Some flood waters lingered for up to a week. An estimated 93,000 houses with about 214,000 persons were isolated by flood waters. Power was cut to 13,000 people.

October 10, 2000 – A stalled front contributed to producing up to nearly 14 inches of rain in 5 hours over portions of south Miami-Dade County. Rainfall amounts in south Miami-Dade ranged from 3 to 13.9 inches. Potato and corn crops were 80% destroyed. Roadways and a few neighborhoods were flooded. Two teenage boys in Sweetwater, died by electrocution as they waded across a street and touched a street light pole. A third person died when he drove his vehicle into a canal.

October 30, 2011 – Severe flooding occurred over large parts of eastern metro Miami-Dade County. The area of heavy rain began over southern sections of the flood area, including Cutler Bay, Palmetto Bay and Key Biscayne. Numerous roads were under deep water and reports of dozens of homes with water intrusion were received across this entire area. Rainfall amounts were in the 6 to 10 inch range virtually all of it falling in less than 12 hours.

August 2, 2017 – A departing Tropical Depression Emily left an elongated trough across South Florida. Daytime heating along with this trough triggered several rounds of strong storms and heavy rainfall across Miami-Dade County. This activity remained nearly stationary for a number of hours, leading to significant flooding across portions of the county. Rainfall totals of 4-6 inches were widespread with isolated amounts of 7-8 inches. Numerous reports of flood waters entering businesses, homes, apartment lobbies and parking garages were received.

October 8, 2018 – The high October astronomical tides, King tides, in combination with the strong winds and minor surge from Hurricane Michael in the Gulf of Mexico brought a couple days of minor saltwater flooding along both the Atlantic and Gulf coasts of South Florida.

August 6, 2019 - Deep layer moisture in place, along with a remnant upper-level trough helped produce scattered to numerous storms across South Florida. These storms produced gusty winds and heavy rainfall that led to flash flooding along the east coast.

August 30, 2019 – Established easterly flow, combined with plentiful low-level moisture, allowed for scattered showers and a few thunderstorms to develop over the Atlantic waters during the morning. These showers/storms moved onshore along the east coast metro during the morning hours. Heavy rainfall rates lead to flooding of streets across areas of Miami-Dade Counties, especially with antecedent soil conditions from prior days rainfall. High tides also contributed to minor coastal flooding across the area.

September 27, 2019 – Higher than normal astronomical tides associated with the new moon phase caused coastal flooding along portions of the east coast. This flooding was related to saltwater inundation with sea water over-topping sea walls, docks, boat ramps and coming up out of storm drains. A few inches to up to a foot of standing water was observed across Coastal Miami-Dade.

January 11, 2022 – A cold front in the vicinity of South FL and a series of mid-level impulses promoted instability and thus convection over the nearshore Atlantic waters off the Miami-Dade County coast and right along the coast due to coastal convergence. This combined with lingering moisture and slow storm motion allowed for heavy rainfall and flooding to occur across portions of Miami-Dade County.

Probability of Future Occurrence

By definition of the 1-percent-annual-chance flood event, SFHAs are defined as those areas that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. Properties located in these areas have a 26 percent chance of flooding over the life of a 30-year mortgage.

Flooding of other magnitudes can occur with varying frequency. Less severe flooding could be expected to occur more frequently.

Based on the historical record of 212 flood, coastal flood, flash flood, and heavy rain events over the 26-year period from 1997 through May 2022, Miami-Dade County experiences an average of 8.5 flood events per year. Some of these events may not have affected Palmetto Bay, but many were the result of area-wide storms. Palmetto Bay can expect a slightly lower annual probability, between 10% and 100%, of flooding.

Probability: 3 – Likely

Climate Change and Future Conditions

Per the Fourth National Climate Assessment, the frequency and intensity of heavy precipitation events is expected to increase across the country. Specifically, it is "very likely" (90-100% probability) that most areas of the United States will exhibit an increase of at least 5% in the maximum 5-day precipitation by late 21st century. Additionally, increases in precipitation totals are expected in the Southeast. The mean change in the annual number of days with rainfall over 1 inch for the Southeastern U.S. is 0.5 to 1.5 days. With more rainfall falling in more intense incidents, the region may experience more frequent flash flooding. However, it should be noted that at a more localized level, regional rainfall trends have not been observed in South Florida, and projections of future precipitation changes are less clear. Still, increased flooding may also result from more intense tropical cyclone; researchers have noted the occurrence of more intense storms bringing greater rainfall totals, a trend that is expected to continue as ocean and air temperatures rise.

Vulnerability Assessment

Vulnerability – High

Flood damage is directly related to the depth of flooding and can be estimated by the application of a depth damage curve. In applying the curve, a specific depth of water translates to a percentage of damage to the structure, which translates to the same percentage of the structure's replacement value. Figure 4.17 depicts the depth of flooding that can be expected within the Village during the 1-percent-annual-chance flood event based on the Effective DFIRM.

Vulnerability to flooding was evaluated using GIS analysis and version 5.1 of FEMA's Hazus software. To estimate exposure to flood risk, parcel counts by FEMA flood zone were determined using a spatial intersection of 2021 Miami-Dade County tax parcel data and the FEMA DFIRM database. In the case of parcels affected by multiple zones, the entire parcel value was applied to the highest risk flood zone that intersected the parcel. Occupancy types were derived from parcel data and translated into occupancy classes used in Hazus to facilitate an accurate loss estimate. An occupancy class is required in Hazus to apply the correct depth damage factor which ensures the most accurate damage assessment.

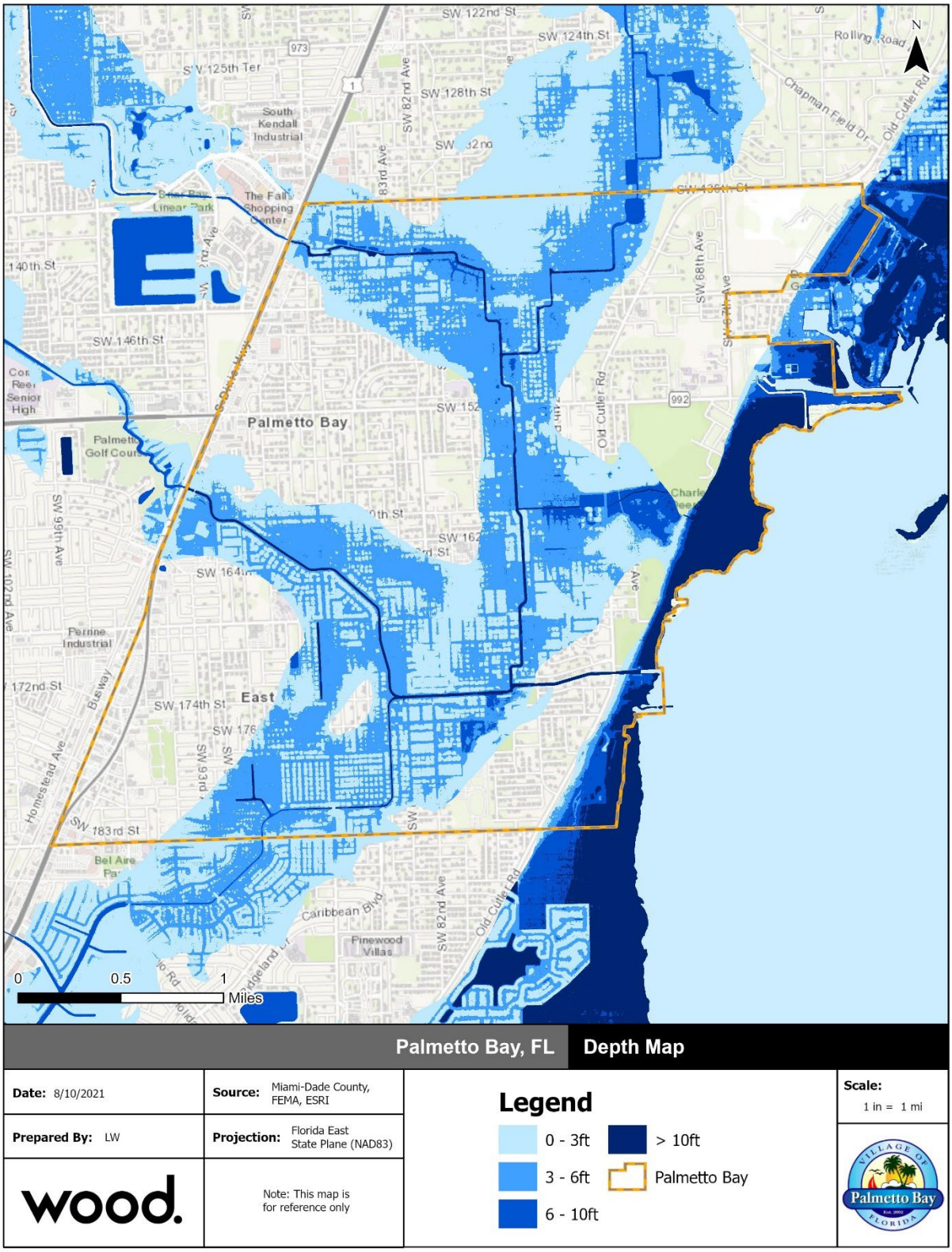
Content value estimations are based on FEMA Hazus methodologies of estimating value as a percent of improved structure values by property type. Table 4.17 shows the breakdown of the different property types in Palmetto Bay and their estimated content replacement value percentages.

Table 4.17 – Content Replacement Factors

Property Type	Content Replacement Values
Residential	50%
Commercial	100%
Education	100%
Government	100%
Religious	100%
Industrial	150%

Source: Hazus 5.1

Figure 4.17 – 1-Percent-Annual-Chance Flood Depths, 2009 Effective FIRM



Property

Property exposure is provided for the Effective FIRM in Table 4.18 and the Preliminary FIRM in Table 4.19. Parcels are counted with the highest risk flood zone that they intersect. Risk information is detailed in terms of the number of buildings by flood zone, occupancy type, and total assessed value of improvements that may be exposed to the identified hazards.

Table 4.18 – Property at Risk (2009 Effective FIRM)

Occupancy Type	Building Count Exposed	Total Building Value	Estimated Content Value	Total Value
Zone AE				
Agricultural	0	$0	$0	$0
Commercial	41	$707,296,823	$707,296,823	$1,414,593,646
Education	12	$178,902,708	$178,902,708	$357,805,416
Government	30	$308,355,568	$308,355,568	$616,711,136
Industrial	0	$0	$0	$0
Religious	5	$37,405,126	$37,405,126	$74,810,252
Residential	4,626	$1,880,091,220	$940,045,610	$2,820,136,830
Total	**4,714**	**$3,112,051,445**	**$2,172,005,835**	**$5,284,057,280**
Zone VE				
Agricultural	0	$0	$0	$0
Commercial	4	$58,816,640	$58,816,640	$117,633,280
Education	0	$0	$0	$0
Government	1	$0	$0	$0
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	36	$26,718,660	$13,359,330	$40,077,990
Total	**41**	**$85,535,300**	**$72,175,970**	**$157,711,270**
Zone X (Shaded)				
Agricultural	0	$0	$0	$0
Commercial	0	$0	$0	$0
Education	0	$0	$0	$0
Government	4	$112,558,190	$112,558,190	$225,116,380
Industrial	0	$0	$0	$0
Religious	1	$1,776,681	$1,776,681	$3,553,362
Residential	91	$56,841,297	$28,420,649	$85,261,946
Total	**96**	**$171,176,168**	**$142,755,520**	**$313,931,688**
Zone X (Unshaded)				
Agricultural	4	$3,026,460	$3,026,460	$6,052,920
Commercial	172	$407,654,978	$407,654,978	$815,309,956
Education	30	$487,135,008	$487,135,008	$974,270,016
Government	78	$2,310,739,027	$2,310,739,027	$4,621,478,054
Industrial	1	$4,482,500	$6,723,750	$11,206,250
Religious	13	$62,499,377	$62,499,377	$124,998,754
Residential	3,098	$1,375,472,433	$687,736,217	$2,063,208,650
Total	**3,396**	**$4,651,009,783**	**$3,965,514,817**	**$8,616,524,600**

Source: Village of Palmetto Bay parcel data, 2021; FEMA Effective DFIRM

Table 4.19 – Property at Risk (Preliminary FIRM)

Occupancy Type	Building Count Exposed	Total Building Value	Estimated Content Value	Total Value
Zone AE				
Agricultural	0	$0	$0	$0
Commercial	2	$4,366,640	$4,366,640	$8,733,280
Education	0	$0	$0	$0
Government	14	$231,565,881	$231,565,881	$463,131,762
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	681	$210,587,792	$105,293,896	$315,881,688
Total	**697**	**$446,520,313**	**$341,226,417**	**$787,746,730**
Zone AH				
Agricultural	0	$0	$0	$0
Commercial	4	$69,536,490	$69,536,490	$139,072,980
Education	1	$14,908,559	$14,908,559	$29,817,118
Government	2	$16,586,989	$16,586,989	$33,173,978
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	281	$109,335,866	$54,667,933	$164,003,799
Total	**288**	**$210,367,904**	**$155,699,971**	**$366,067,875**
Zone VE				
Agricultural	0	$0	$0	$0
Commercial	4	$57,873,165	$57,873,165	$115,746,330
Education	0	$0	$0	$0
Government	1	$0	$0	$0
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	39	$43,400,379	$21,700,190	$65,100,569
Total	**44**	**$101,273,544**	**$79,573,355**	**$180,846,899**
Zone X (Shaded)				
Agricultural	0	$0	$0	$0
Commercial	135	$810,866,448	$810,866,448	$1,621,732,896
Education	16	$166,122,308	$166,122,308	$332,244,616
Government	47	$572,799,081	$572,799,081	$1,145,598,162
Industrial	1	$4,482,500	$6,723,750	$11,206,250
Religious	5	$37,405,126	$37,405,126	$74,810,252
Residential	5,128	$2,159,781,347	$1,079,890,674	$3,239,672,021
Total	**5,332**	**$3,751,456,810**	**$2,673,807,387**	**$6,425,264,197**
Zone X				
Agricultural	4	$3,026,460	$3,026,460	$6,052,920
Commercial	72	$231,125,698	$231,125,698	$462,251,396
Education	25	$485,006,849	$485,006,849	$970,013,698
Government	49	$1,910,700,834	$1,910,700,834	$3,821,401,668
Industrial	0	$0	$0	$0
Religious	14	$64,276,058	$64,276,058	$128,552,116
Residential	1,722	$816,018,226	$408,009,113	$1,224,027,339
Total	**1,886**	**$3,510,154,125**	**$3,102,145,012**	**$6,612,299,137**

Source: Village of Palmetto Bay parcel data, 2021; FEMA Preliminary DFIRM

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Wood performed a Level 2 flood loss analysis in Hazus 5.1 by leveraging the 2021 Palmetto Bay parcel data. Wood developed a depth raster for all areas of the SFHA and loaded this raster as well as the parcel data into Hazus. Losses were calculated based on Hazus standard depth damage functions. In all, there are over 8,247 buildings in the Village of Palmetto Bay. Of these, 4,755 fall within the SFHA.

The following assumptions were made as part of this analysis:

- Where foundation type was not provided in the parcel data, buildings were assumed to have a slab on grade foundation.
- Parcels with unknown occupancy were treated as residential properties.
- Where year built was not provided in the parcel data, a standard year built of 1950 was assigned.
- Buildings were assumed to be single story if not otherwise defined in the parcel data.

Table 4.20 shows the building count, total value, estimated damages and loss ratio for buildings that fall within the 1-percent-annual-chance floodplain of the Effective FIRM by flood zone and land use type.

The loss estimate for flood is based on the total of improved building value and contents value. Land value is not included in any of the loss estimates as generally the land is not subject to loss from floods.

The loss ratio is the loss estimate divided by the total potential exposure (i.e., total of improved and contents value for all buildings located within the 100-year floodplain) and displayed as a percentage of loss. FEMA considers loss ratios greater than 10% to be significant and an indicator a community may have more difficulties recovering from a flood.

Table 4.20 – Estimated Building Damage and Content Loss (Effective 2009 FIRM)

Occupancy Type	Total Number of Buildings with Loss	Total Value (Building & Contents)	Estimated Building Damage	Estimated Content Damage	Loss Estimate	Loss Ratio
Agriculture	0	$0	$0	$0	$0	0%
Commercial	42	$1,521,669,694	$81,258,084	$204,854,552	$286,112,636	19%
Educational	10	$298,171,180	$3,083,028	$21,038,896	$24,121,924	8%
Government	20	$445,031,336	$11,897,924	$77,002,469	$88,900,393	20%
Industrial	0	$0	$0	$0	$0	0%
Religious	5	$74,810,252	$3,018,581	$19,615,440	$22,634,022	30%
Residential	4,349	$2,674,478,760	$635,843,969	$327,899,505	$963,743,474	30%
Total	**4,426**	**$5,014,161,222**	**$735,101,586**	**$650,410,863**	**$1,385,512,448**	**28%**

Village of Palmetto Bay parcel data, 2021; FEMA Effective DFIRM; Hazus

Based on the Hazus analysis using the Effective DFIRM, the Village of Palmetto Bay would sustain approximately $1.39 billion in property damages from a 1-percent-annual-chance flood event. This level of flooding would exceed a 20 percent loss ratio and pose a significant challenge for recovery.

People

A separate analysis was performed to determine the population at risk in the individual FEMA flood zones for the Effective and Preliminary FIRMs based on the exposure of residential property and the average household size in the Village of Palmetto Bay of 3.12 people per household according to U.S. Census Bureau 2020 estimates. The resulting estimates of population at risk by flood zone are shown in Table 4.21. See Section 4.5.4 for discussion on the impacts of flooding on life, safety, warning, evacuation, and public health.

Table 4.21 – Population at Risk to Flood

Flood Zone	Residential Property Count	Population at Risk
Effective FIRM		
Zone AE	4,626	14,433

Flood Zone	Residential Property Count	Population at Risk
Zone VE	36	112
Zone X (Shaded)	91	284
Zone X	3,098	9,666
SFHA Total	**4,662**	**14,545**
Preliminary FIRM		
Zone AE	681	2,125
Zone AH	281	877
Zone VE	39	122
Zone X (Shaded)	5,128	15,999
Zone X	1,722	5,373
SFHA Total	**1,001**	**3,123**

Source: FEMA DFIRMs; Village of Palmetto Bay parcel data; American Community Survey 5-Year Estimates (2016-2020)

Critical Facilities

A separate GIS analysis was performed to identify critical facilities located in the 1-percent-annual-chance and 0.2-percent-annual-chance floodplains. Critical facility data was overlaid with the DFIRM flood zones to determine exposure by flood zone. Facilities in Zone VE and Zone AE were also compared to flood depth raster data to estimate the depth of flooding that would occur at the facility. Critical facility exposure is summarized in Table 4.22 and shown in Figure 4.18 for the Effective FIRM. Exposure for the Preliminary FIRMs is summarized in Table 4.23 and shown in Figure 4.19.

Table 4.22 – Critical Facilities by Flood Zone (Effective July 2009 FIRM)

Facility Name	Address	Facility Type	Estimated Flood Depth (NAVD ft)
Zone VE			
Palmetto Bay Library	17641 Old Cutler Rd	Government	10
Zone AE			
Palmer Trinity School	7900 SW 176th St	School	4.6
Palmetto Bay Collegiate Senior High	15715 S Dixie St	School	1.9
Howard Drive Elementary	7750 SW 136th St	School	-0.2

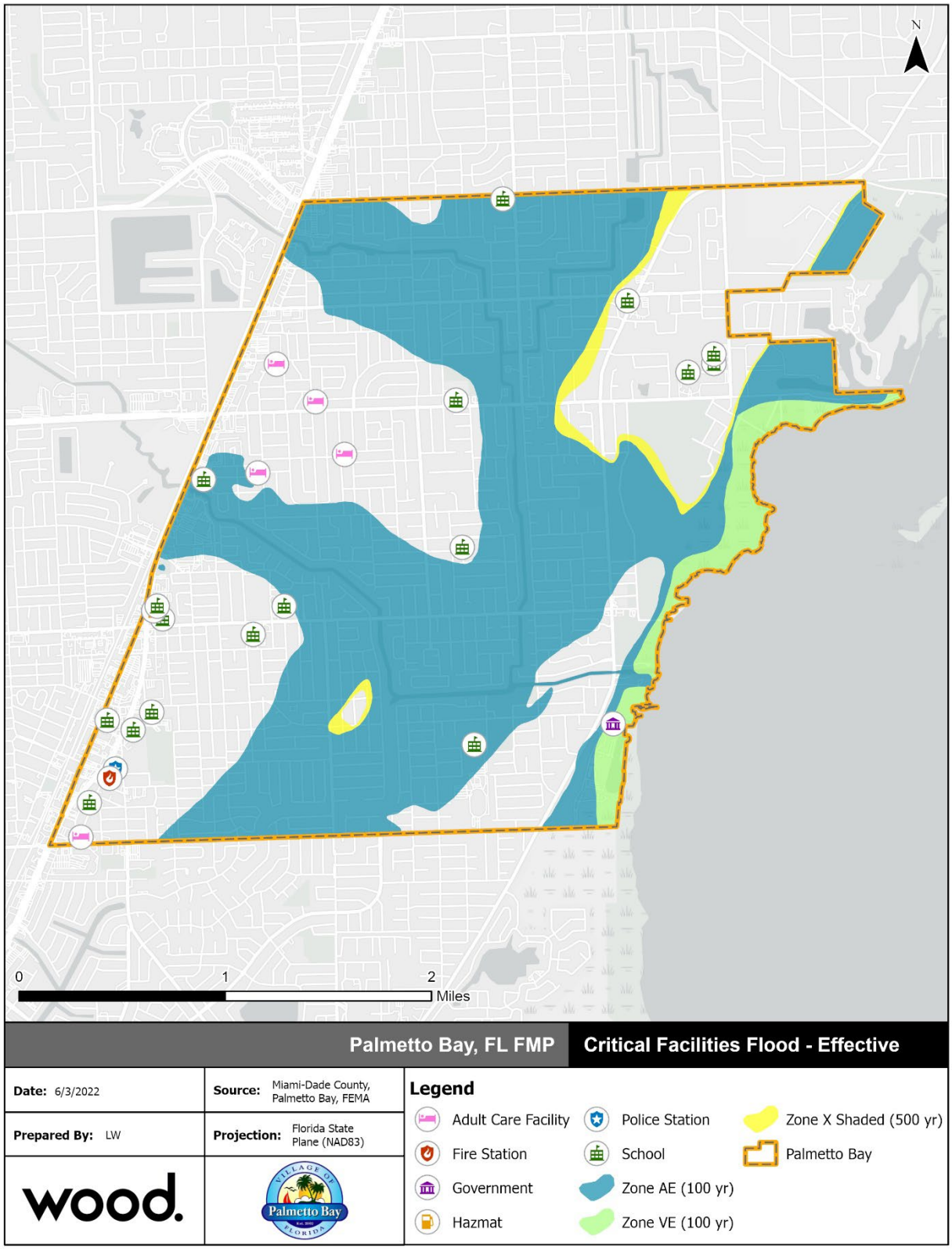
Source: Village of Palmetto Bay, FEMA 2009 Effective DFIRM

Table 4.23 – Critical Facilities by Flood Zone (Preliminary FIRM)

Facility Name	Address	Facility Type
Zone VE		
Palmetto Bay Library	17641 Old Cutler Rd	Government
Zone X Shaded		
Adult Day Center of South of Florida	9855 SW 184 STREET	Adult Care Facility
Casa Salcines A.L.F II Inc	8911 SW 157TH ST	Adult Care Facility
Sun Bay Manor I	8440 SW 155 Terrace	Adult Care Facility
Sun Bay Manor II	8820 SW 148 Street	Adult Care Facility
Village of Palmetto Bay (City Hall)	9705 E Hibiscus St	Government
Palmetto Bay Police Station	9705 E HIBISCUS ST	Police Station
Lincoln-Marti Schools - Wayne Ave	9810 WAYNE AVE	School
Palmer Trinity School	7900 SW 176TH ST	School
Winhold Montessori Schools, Inc.	17555 S DIXIE HWY	School
Perrine SDA School	9762 W DATURA ST	School
Lincoln-Marti Schools - 168th St	9401 SW 168TH ST	School
Southwood Middle	16301 SW 80TH AVE	School
Palmetto Bay Collegiate Senior High School	15715 S DIXIE HWY	School

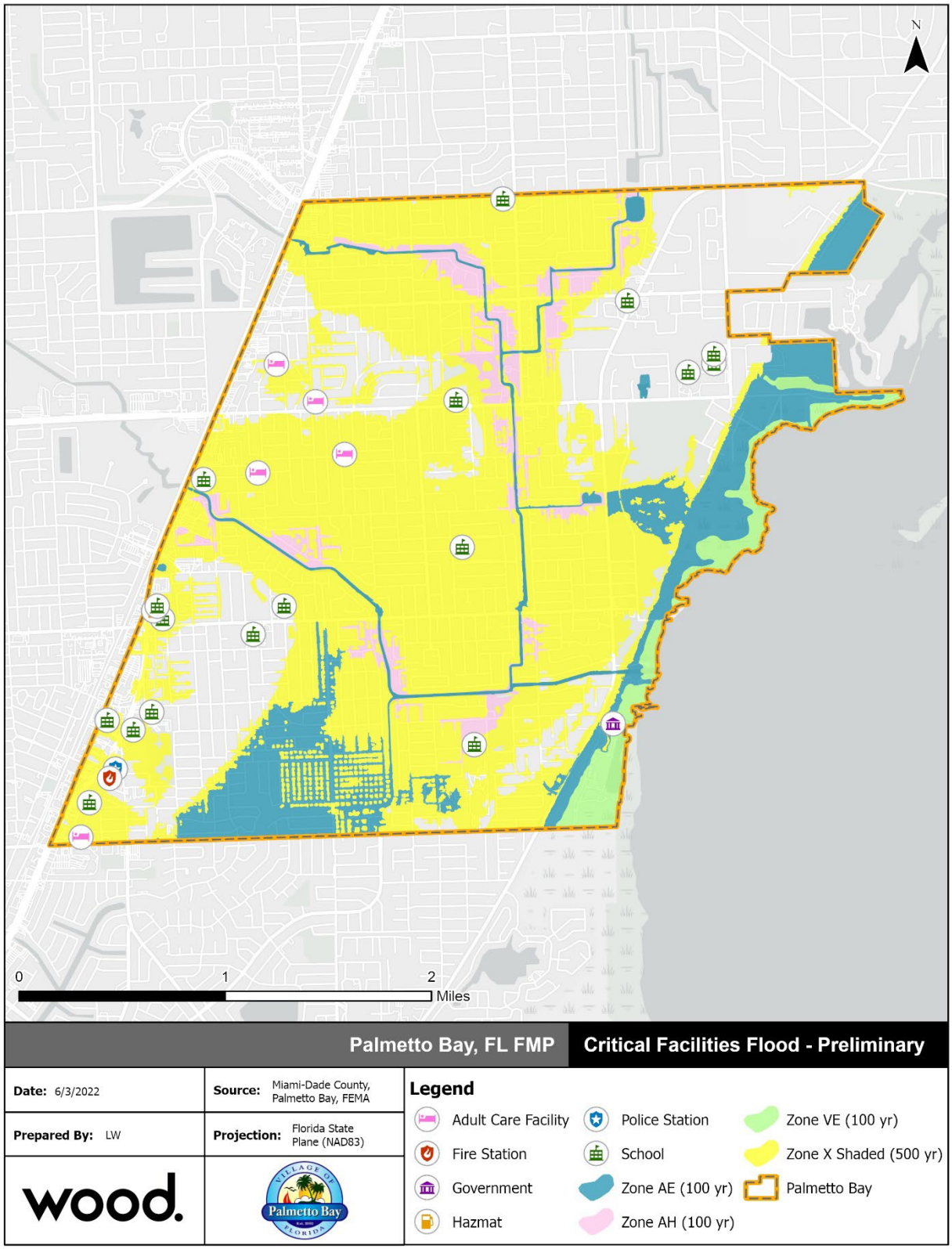
Source: Village of Palmetto Bay, FEMA Preliminary DFIRM

Figure 4.18 – Critical Facilities and FEMA Flood Zones, 2009 Effective FIRM



Source: Village of Palmetto Bay, FEMA 2009 Effective DFIRM

Figure 4.19 – Critical Facilities and FEMA Flood Zones, Preliminary FIRM



Source: Village of Palmetto Bay, FEMA Preliminary DFIRM

Flood Insurance Analysis

Flood insurance data on active policies and past claims in a valuable source of information on flood hazards. Flood insurance is available in communities that participate in the National Flood Insurance Program (NFIP) and is required as a condition for federal aid or for a mortgage or loan that is federally insured for a building located in a FEMA flood zone. The Village of Palmetto Bay has been a Regular participant in the NFIP since February 2005 and has participated in the Community Rating System (CRS) since 2017. Palmetto Bay is currently a Class 8 community. Table 4.24 through Table 4.27 reflect NFIP policy and claims data for the Village categorized by structure type, flood zone, Pre-FIRM and Post-FIRM.

Table 4.24 – NFIP Policy and Claims Data by Occupancy Type

Occupancy	Number of Policies in Force	Total Premium	Insurance in Force	Number of Closed Paid Losses	Total of Closed Paid Losses
Single Family	3,223	$4,007,891	$981,023,200	131	$2,674,890.44
2-4 Family	70	$51,296	$10,135,800	1	$0.00
All Other Residential	25	$12,804	$5,305,200	0	$0.00
Non-Residential	68	$170,462	$38,380,500	2	$0.00
Total	**3,386**	**$4,242,453**	**$1,034,844,700**	**134**	**$2,674,890.44**

Source: FEMA Community Information System as of 05/19/2022

Table 4.25 – NFIP Policy and Claims Data by Flood Zone

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	2,991	$4,147,293	$890,033,500	112	$1,996,942.58
A Zones	1	$428	$250,000	0	$0.00
V01-30 & VE Zones	2	$22,405	$1,012,800	3	$24,645.47
B, C & X Zone					
Standard	46	$37,128	$14,576,100	0	$0.00
Preferred	524	$276,555	$183,105,000	23	$687,482.87
Total	**3,564**	**$4,483,863**	**$1,088,977,400**	**138**	**$2,684,425.45**

Source: FEMA Community Information System as of 05/19/2022

Table 4.26 – NFIP Policy and Claims Data Pre-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	2,520	$3,714,996	$738,512,600	96	$1,969,059.61
A Zones	1	$482	$250,000	0	$0.00
V01-30 & VE Zones	0	$0	$0.00	0	$0.00
B, C & X Zone					
Standard	38	$27,196	$11,973,600	0	$0.00
Preferred	453	$239,381	$158,185,000	19	$174,767.48
Total	**3,012**	**$3,982,055**	**$908,921,200**	**115**	**$2,143,827.09**

Source: FEMA Community Information System as of 05/19/2022

Table 4.27 – NFIP Policy and Claims Data Post-FIRM

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
A01-30 & AE Zones	471	$432,297	$151,520,900	16	$27,882.97
A Zones	0	$0	$0	0	$0.00
V01-30 & VE Zones	2	$22,405	$1,012,800	3	$0.00
B, C & X Zone					
Standard	8	$9,932	$2,602,500	0	$0

Flood Zone	Number of Policies in Force	Total Premium	Total Coverage	Number of Closed Paid Losses	Total of Closed Paid Losses
Preferred	71	$37,174	$24,920,00	4	$512,715.39
Total	**552**	**$501,808**	**$180,056,200**	**23**	**$540,598.36**

Source: FEMA Community Information System as of 05/19/2022

Repetitive Loss Analysis

A repetitive loss property is a property for which two or more flood insurance claims of more than $1,000 have been paid by the NFIP within any 10-year period since 1978. An analysis of repetitive loss was completed to examine repetitive loss properties against FEMA flood zones.

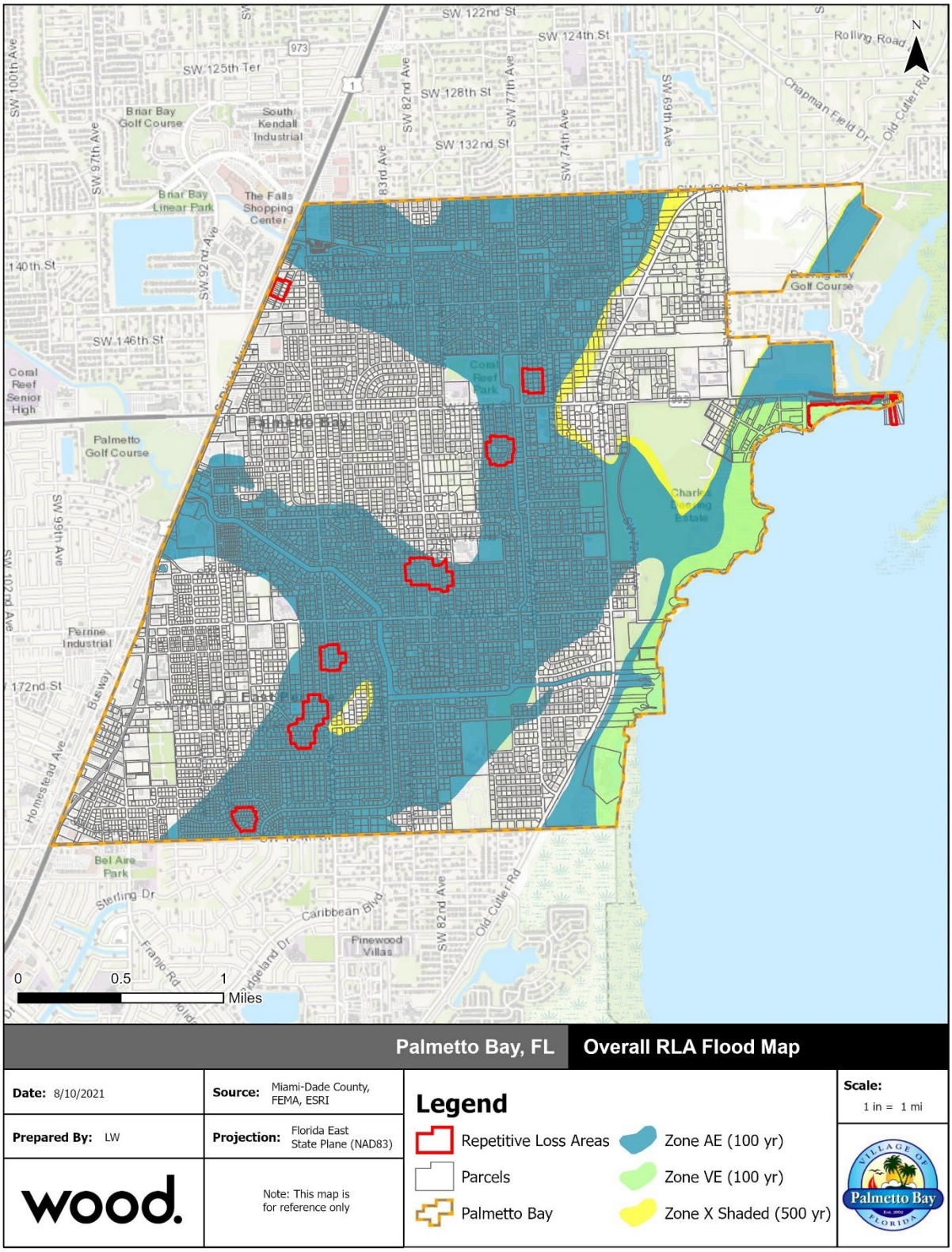
According to 2016 NFIP records, there are a total of 13 unmitigated repetitive loss properties within the Village of Palmetto Bay. More current repetitive loss data was not released by FEMA.

Repetitive Loss Area Mapping

The NFIP list of unmitigated repetitive loss properties is not a complete list of properties at risk to repeat flood events, as there are likely other properties that have not filed flood insurance claims but that have flood conditions similar to those on the repetitive loss list. The FMPC identified repetitive loss areas in Palmetto Bay in accordance with the principles outlined in the CRS guidance titled Mapping Repetitive Loss Areas dated August 15, 2008. To define repetitive loss areas, the FMPC mapped the above list of FEMA-identified repetitive loss properties along with historical claim properties (those with one claim paid against the NFIP) and identified additional surrounding properties with similar flood conditions. The resulting nine repetitive loss areas are shown in Figure 4.20 in relation to FEMA flood hazard areas.

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Figure 4.20 – Overview of Repetitive Loss Areas



Source: Village of Palmetto Bay, 2016 NFIP Repetitive Loss data

4.4.4 Hurricane and Tropical Storm

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Hurricane and Tropical Storm	Highly Likely	Critical	Large	More than 24 hrs	Less than 1 week	3.3

Hazard Description

A hurricane is a type of tropical cyclone or severe tropical storm that forms in the southern Atlantic Ocean, Caribbean Sea, Gulf of Mexico, and in the eastern Pacific Ocean. All Atlantic and Gulf of Mexico coastal areas are subject to hurricanes. The Atlantic hurricane season lasts from June to November, with the peak season from mid-August to late October.

While hurricanes pose the greatest threat to life and property, tropical storms and depressions also can be devastating. A tropical disturbance can grow to a more intense stage through an increase in sustained wind speeds. The progression of a tropical disturbance is described below.

- **Tropical Depression:** A tropical cyclone with maximum sustained winds of 38 mph (33 knots) or less.
- **Tropical Storm:** A tropical cyclone with maximum sustained winds of 39-73 mph (34-63 knots).
- **Hurricane:** A tropical cyclone with maximum sustained winds of 74 mph (64 knots) or higher.
- **Major Hurricane:** A tropical cyclone with maximum sustained winds of 111 mph (96 knots) or higher, corresponding to a Category 3, 4 or 5 on the Saffir-Simpson Hurricane Wind Scale.

The Saffir-Simpson Hurricane Wind Scale classifies hurricanes by intensity into one of five categories as shown in Table 4.28. This scale estimates potential property damage. Hurricanes reaching Category 3 and higher are considered major hurricanes because of their potential for significant loss of life and damage. Category 1 and 2 storms are still dangerous, however, and require preventative measures.

Table 4.28 – Saffir-Simpson Hurricane Wind Scale

Category	Wind Speed (mph)	Potential Damage
1	74-95	**Very dangerous winds will produce some damage**: Well-constructed frame homes could have damage to roof, shingles, vinyl siding and gutters. Large branches of trees will snap and shallowly rooted trees may be toppled. Extensive damage to power lines and poles likely will result in power outages that could last a few to several days.
2	96-110	**Extremely dangerous winds will cause extensive damage:** Well-constructed frame homes could sustain major roof and siding damage. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks.
3	111-129	**Devastating damage will occur:** Well-built framed homes may incur major damage or removal of roof decking and gable ends. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to weeks after the storm passes.
4	130-156	**Catastrophic damage will occur:** Well-built framed homes can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last weeks to possibly months. Most of the area will be uninhabitable for weeks or months.
5	≥ 157	**Catastrophic damage will occur:** A high percentage of framed homes will be destroyed, with total roof failure and wall collapse. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Most of the area will be uninhabitable for weeks or months.

Source: National Hurricane Center/NOAA

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. This process generally occurs over many days, allowing for ample warning and preparation.

Tropical storm force winds may extend even further, up to approximately 300 miles from the eye of a large hurricane. In general, the front right quadrant of a storm, relative to its direction of movement, is the most dangerous part of the storm. Wind speeds are highest in this area due to the additive impact of the atmospheric steering winds and the storm winds. Additionally, floods from heavy rains and severe weather, such as tornadoes, can cause extensive damage and loss of life.

Warning Time: 1 – More than 24 hours

Duration: 3 – Less than 1 week

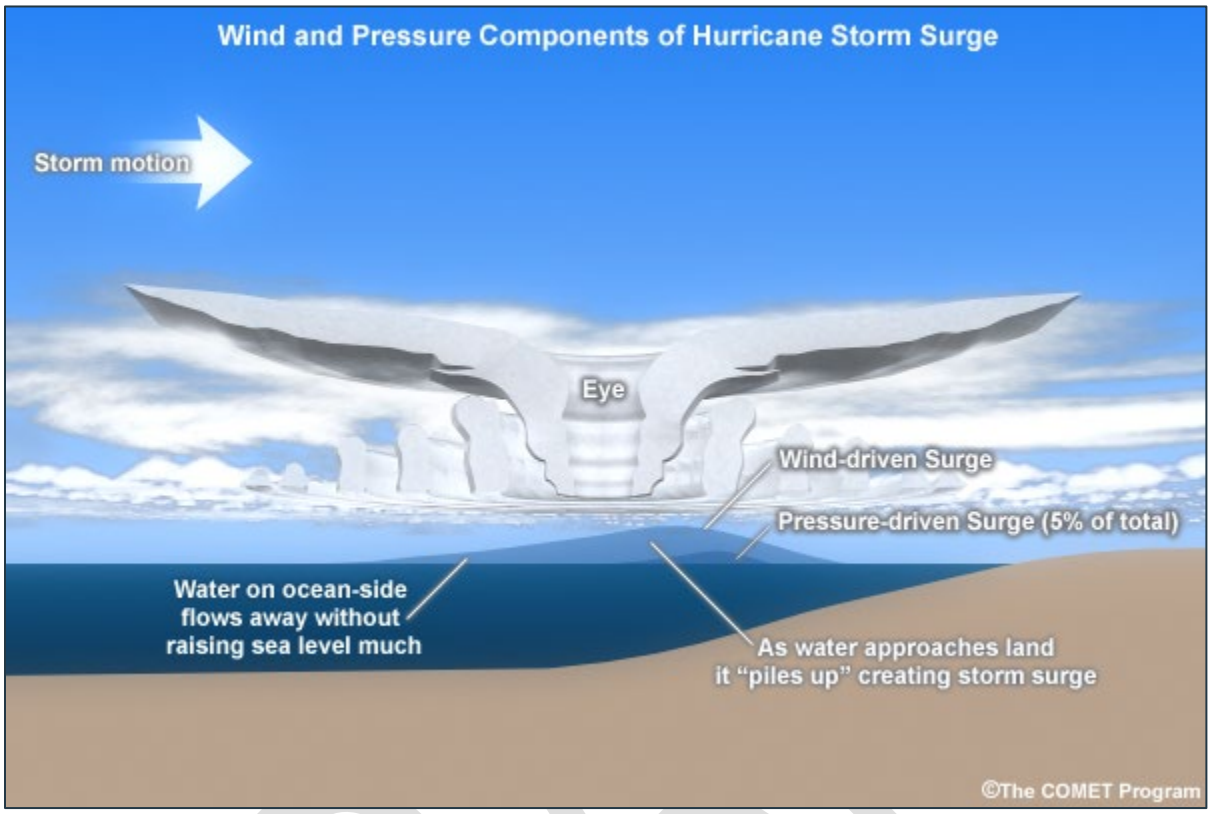
Storm Surge

The greatest potential for loss of life related to a hurricane is from the storm surge. Storm surge is water that is pushed toward the shore by the force of the winds swirling around the storm as shown in Figure 4.21. This advancing surge combines with the normal tides to create the hurricane storm tide, which can increase the mean water level to heights impacting roads, homes and other critical infrastructure. In addition, wind driven waves are superimposed on the storm tide. This rise in water level can cause severe flooding in coastal areas, particularly when the storm tide coincides with the normal high tides. Because much of the densely populated Atlantic coastline lies less than 10 feet above mean sea level, the danger from storm tides is tremendous.

The maximum potential storm surge for a particular location depends on a number of different factors. Storm surge is a very complex phenomenon because it is sensitive to the slightest changes in storm intensity, forward speed, size (radius of maximum winds-RMW), angle of approach to the coast, central pressure (minimal contribution in comparison to the wind), and the shape and characteristics of coastal features such as bays and estuaries. Other factors which can impact storm surge are the width and slope of the continental shelf. A shallow slope will potentially produce a greater storm surge than a steep shelf. For example, a Category 4 storm hitting the Louisiana coastline, which has a very wide and shallow continental shelf, may produce a 20-foot storm surge, while the same hurricane in Miami Beach, Florida, where the continental shelf drops off very quickly, might see an 8 or 9-foot surge.

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Figure 4.21 – Components of Hurricane Storm Surge



Source: NOAA/The COMET Program

Location

The heavy rains associated with tropical weather systems are not only responsible for major flooding in areas where the storm initially strikes but can also affect areas hundreds of miles inland. Heavy and prolonged rains from hurricanes and tropical storms can produce extensive urban and riverine flooding, especially if the storm systems are large and slow moving. Winds from these storms located offshore can drive ocean water up the mouth of a river or canal, compounding the severity of inland overbank flooding. Additionally, hurricanes and tropical storms can create storm surges along the coast and cause extensive damage. Given Palmetto Bay's coastal location and low elevation, it is very vulnerable to storm surge flooding. The entire planning area can be impacted by hurricanes and tropical storms.

The Sea, Lake and Overland Surges from Hurricanes (SLOSH) model is a computerized numerical model developed by the National Weather Service to estimate storm surge heights resulting from historical, hypothetical, or predicted hurricanes by taking into account the atmospheric pressure, size, forward speed, and track data. These parameters are used to create a model of the wind field which drives the storm surge. The SLOSH model consists of a set of physics equations which are applied to a specific locale's shoreline, incorporating the unique bay and river configurations, water depths, bridges, roads, levees and other physical features. The model creates outputs for all different storm simulations from all points of the compass. Each direction has a MEOW (maximum envelope of water) for each category of storm (1-5), and all directions combined result in a MOMs (maximum of maximums) set of data.

Anticipated SLOSH model surge elevations for Category 1 through Category 5 hurricanes are shown for Palmetto Bay in Figure 4.22 through Figure 4.26 on the following pages. The feature set depicting surge zones in this figure was created using a Surge Modeling application created for the Florida Statewide Regional Evacuation Update Study. The data was derived from National Hurricane Center SLOSH model

runs on all the NOAA SLOSH basins throughout Florida. The runs create outputs for all different storm simulations from all points of the compass. Each direction has a MEOW (maximum envelope of water) for each category of storm (1-5), and all directions combined result in a MOMs (maximum of maximums) set of data. The MOMs are used in this surge model.

Location: 4 – Large

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Figure 4.22 – SLOSH Storm Surge Model for a Category 1 Storm

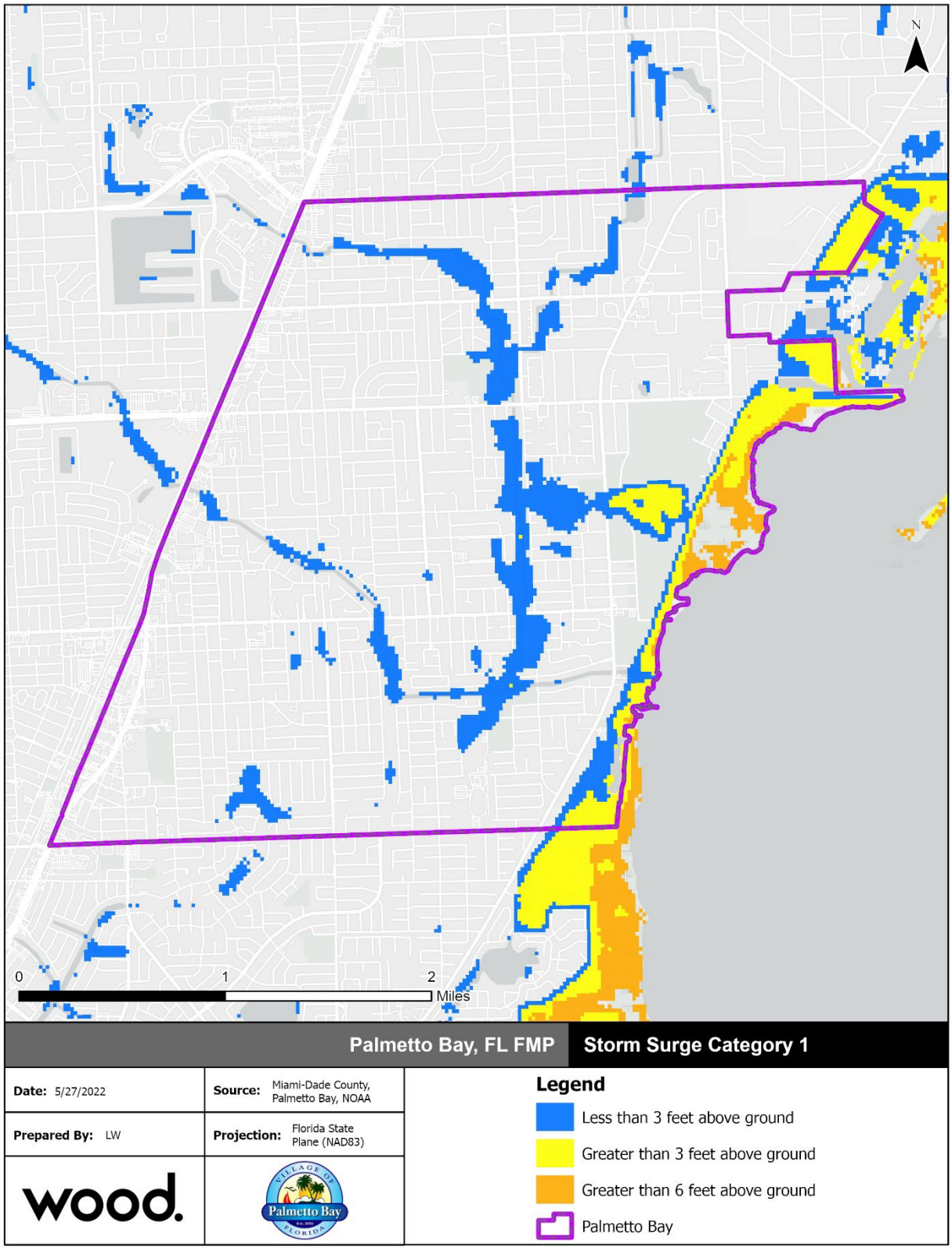


Figure 4.23 – SLOSH Storm Surge Model for a Category 2 Storm

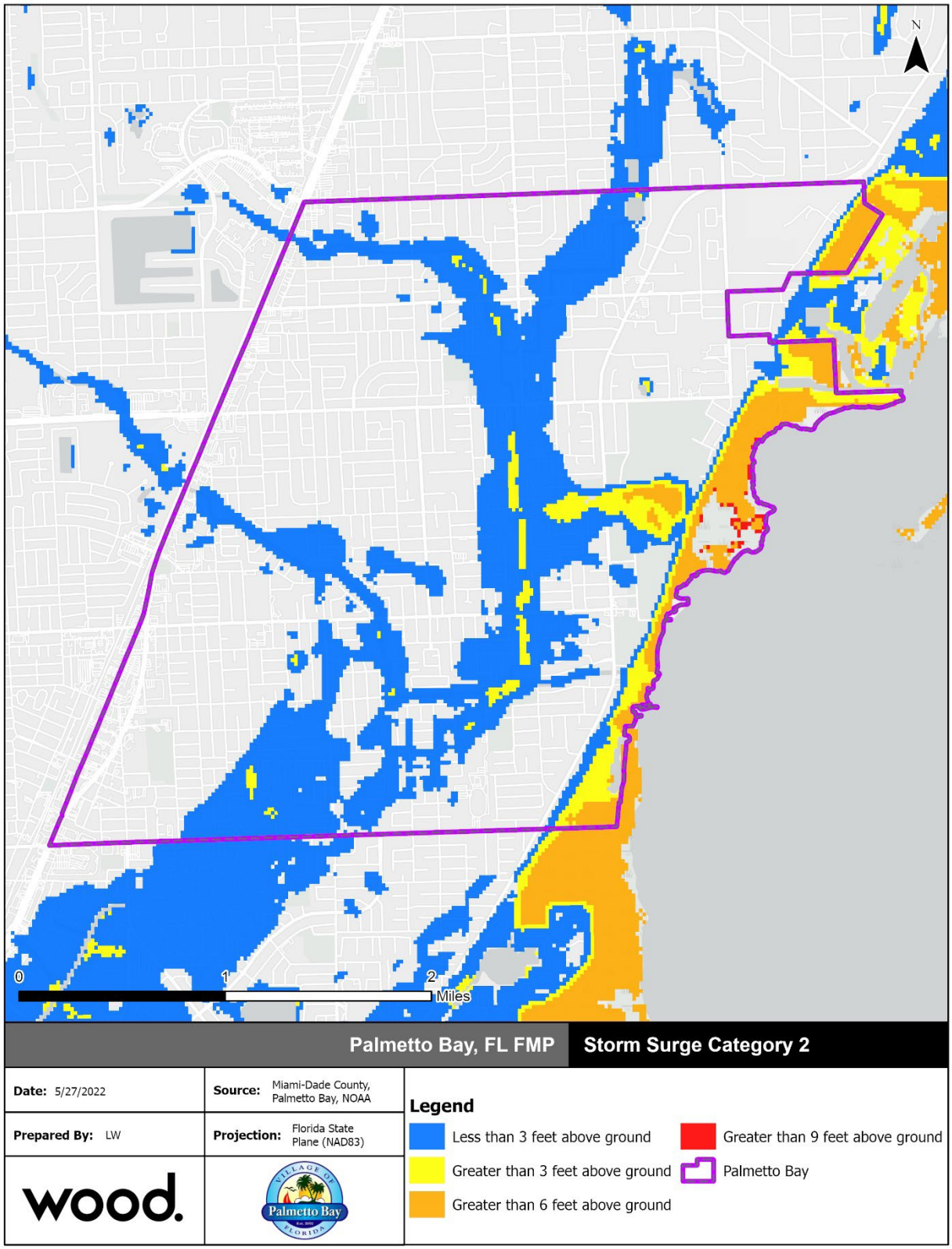


Figure 4.24 – SLOSH Storm Surge Model for a Category 3 Storm

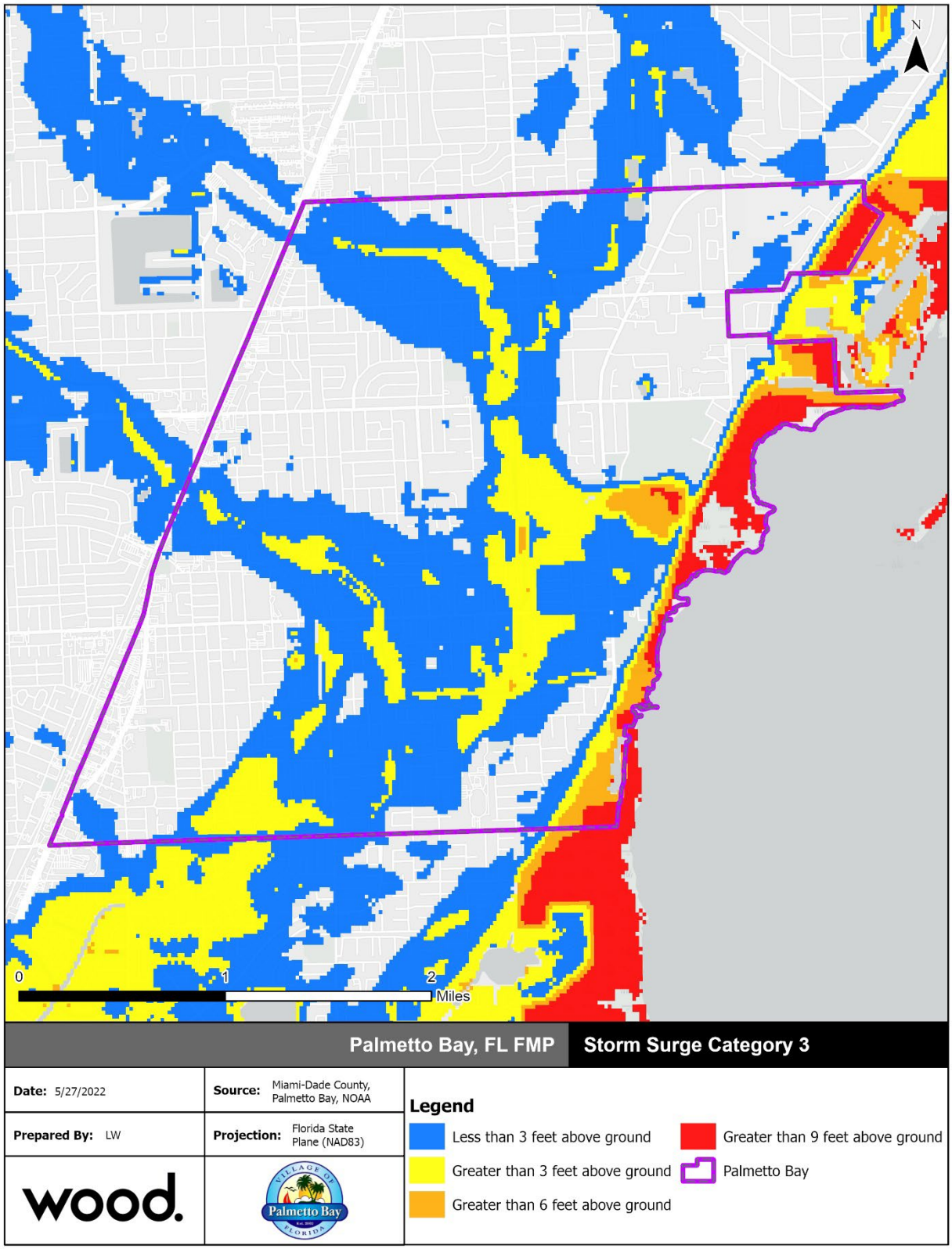


Figure 4.25 – SLOSH Storm Surge Model for a Category 4 Storm

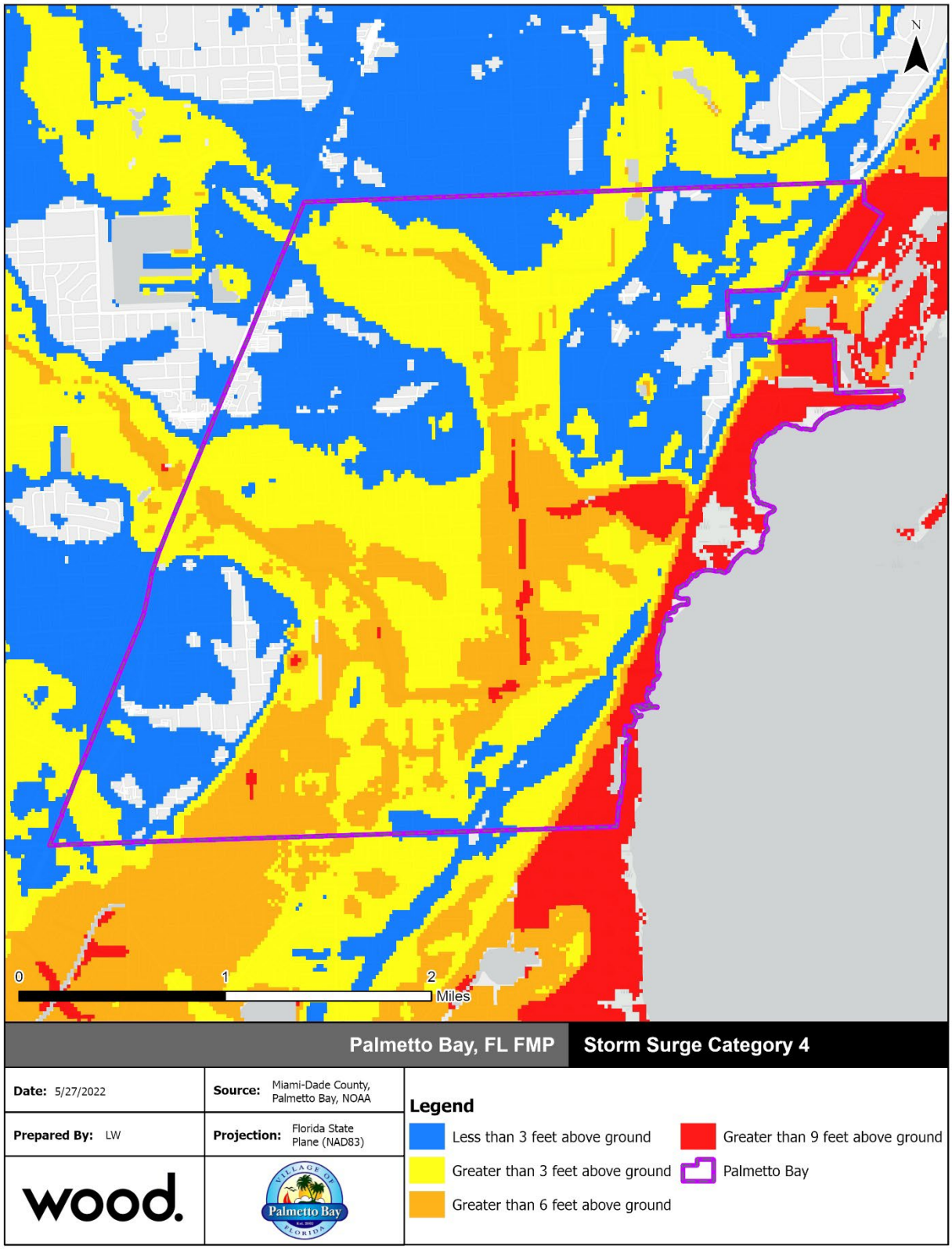
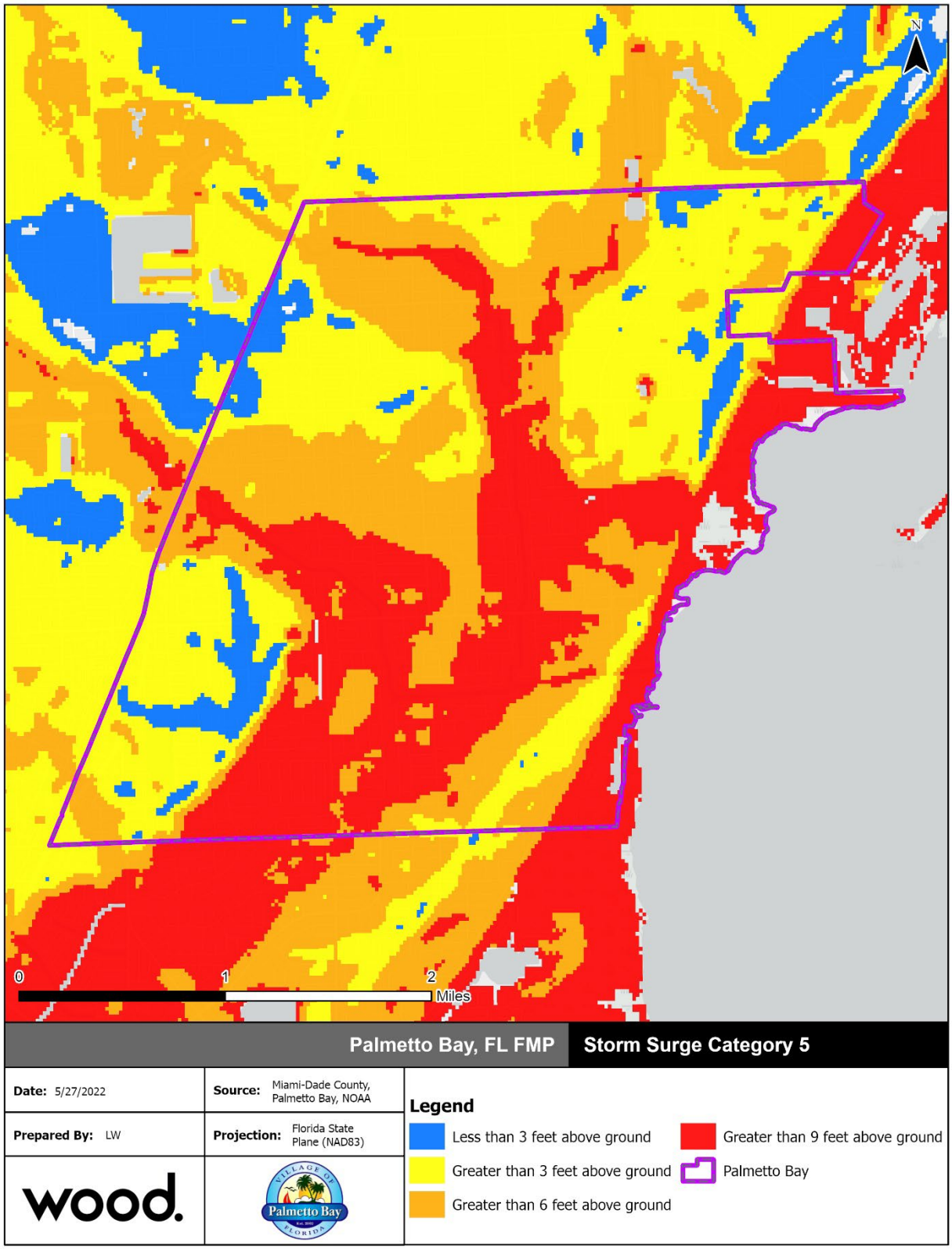


Figure 4.26 – SLOSH Storm Surge Model for a Category 5 Storm



Extent

Hurricanes and tropical storms can cause catastrophic damage to coastlines and several hundred miles inland. Hurricanes can produce winds exceeding 157 miles per hour as well as tornadoes and microbursts. Additionally, hurricanes and tropical storms can create storm surges along the coast and cause flash flooding from heavy rainfall. Floods and flying debris from the excessive winds are often the deadly and destructive results of these weather events.

Wind speed is the determining factor in the Saffir-Simpson scale, which is used as a measure of hurricane intensity. Storm surge is also significant to a hurricane's magnitude, and storm surge projections are often tied to a storm's category on the Saffir-Simpson scale; however, storm surge values are highly dependent on the slope of the continental shelf, the shape of the coastline in the landfall region, and the storm's path. The following describes the characteristics of each category storm from the Saffir-Simpson Hurricane Wind Extended Table:

Category 1 Hurricane - Winds 74 – 95 mph. Very dangerous winds will produce some damage. People, livestock, and pets struck by flying or falling debris could be injured or killed. Older (mainly pre-1994 construction) mobile homes could be destroyed, especially if they are not anchored properly as they tend to shift or roll off their foundations. Newer mobile homes that are anchored properly can sustain damage involving the removal of shingle or metal roof coverings, and loss of vinyl siding, as well as damage to carports, sunrooms, or lanais. Some poorly constructed frame homes can experience major damage, involving loss of the roof covering and damage to gable ends as well as the removal of porch coverings and awnings. Unprotected windows may break if struck by flying debris. Masonry chimneys can be toppled. Well-constructed frame homes could have damage to roof shingles, vinyl siding, soffit panels, and gutters. Failure of aluminum, screened-in, swimming pool enclosures can occur. Some apartment building and shopping center roof coverings could be partially removed. Industrial buildings can lose roofing and siding especially from windward corners, rakes, and eaves. Failures to overhead doors and unprotected windows will be common. Windows in high-rise buildings can be broken by flying debris. Falling and broken glass will pose a significant danger even after the storm. There will be occasional damage to commercial signage, fences, and canopies. Large branches of trees will snap and shallow rooted trees can be toppled. Extensive damage to power lines and poles will likely result in power outages that could last a few to several days.

Category 2 Hurricane - Winds 96-110 mph. Extremely dangerous winds will cause extensive damage. There is a substantial risk of injury or death to people, livestock, and pets due to flying and falling debris. Older (mainly pre-1994 construction) mobile homes have a very high chance of being destroyed and the flying debris generated can shred nearby mobile homes. Newer mobile homes can also be destroyed. Poorly constructed frame homes have a high chance of having their roof structures removed especially if they are not anchored properly. Unprotected windows will have a high probability of being broken by flying debris. Well-constructed frame homes could sustain major roof and siding damage. Failure of aluminum, screened-in, swimming pool enclosures will be common. There will be a substantial percentage of roof and siding damage to apartment buildings and industrial buildings. Unreinforced masonry walls can collapse. Windows in high-rise buildings can be broken by flying debris. Falling and broken glass will pose a significant danger even after the storm. Commercial signage, fences, and canopies will be damaged and often destroyed. Many shallowly rooted trees will be snapped or uprooted and block numerous roads. Near-total power loss is expected with outages that could last from several days to weeks. Potable water could become scarce as filtration systems begin to fail.

Category 3 Hurricane - Winds 111-129 mph. Devastating damage will occur. There is a high risk of injury or death to people, livestock, and pets due to flying and falling debris. Nearly all older (pre-1994) mobile homes will be destroyed. Most newer mobile homes will sustain severe damage with potential for complete roof failure and wall collapse. Poorly constructed frame homes can be destroyed by the removal

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of the roof and exterior walls. Unprotected windows will be broken by flying debris. Well-built frame homes can experience major damage involving the removal of roof decking and gable ends. There will be a high percentage of roof covering and siding damage to apartment buildings and industrial buildings. Isolated structural damage to wood or steel framing can occur. Complete failure of older metal buildings is possible, and older unreinforced masonry buildings can collapse. Numerous windows will be blown out of high-rise buildings resulting in falling glass, which will pose a threat for days to weeks after the storm. Most commercial signage, fences, and canopies will be destroyed. Many trees will be snapped or uprooted, blocking numerous roads. Electricity and water will be unavailable for several days to a few weeks after the storm passes.

Category 4 Hurricane - Winds 130 to 156 mph. Catastrophic damage will occur. There is a very high risk of injury or death to people, livestock, and pets due to flying and falling debris. Nearly all older (pre-1994) mobile homes will be destroyed. A high percentage of newer mobile homes also will be destroyed. Poorly constructed homes can sustain complete collapse of all walls as well as the loss of the roof structure. Well-built homes also can sustain severe damage with loss of most of the roof structure and/or some exterior walls. Extensive damage to roof coverings, windows, and doors will occur. Large amounts of windborne debris will be lofted into the air. Windborne debris damage will break most unprotected windows and penetrate some protected windows. There will be a high percentage of structural damage to the top floors of apartment buildings. Steel frames in older industrial buildings can collapse. There will be a high percentage of collapse to older unreinforced masonry buildings. Most windows will be blown out of high-rise buildings resulting in falling glass, which will pose a threat for days to weeks after the storm. Nearly all commercial signage, fences, and canopies will be destroyed. Most trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Long-term water shortages will increase human suffering. Most of the area will be uninhabitable for weeks or months.

Category 5 Hurricane - Winds 157 mph or higher. Catastrophic damage will occur. People, livestock, and pets are at very high risk of injury or death from flying or falling debris, even if indoors in mobile homes or framed homes. Almost complete destruction of all mobile homes will occur, regardless of age or construction. A high percentage of frame homes will be destroyed, with total roof failure and wall collapse. Extensive damage to roof covers, windows, and doors will occur. Large amounts of windborne debris will be lofted into the air. Windborne debris damage will occur to nearly all unprotected windows and many protected windows. Significant damage to wood roof commercial buildings will occur due to loss of roof sheathing. Complete collapse of many older metal buildings can occur. Most unreinforced masonry walls will fail which can lead to the collapse of the buildings. A high percentage of industrial buildings and low-rise apartment buildings will be destroyed. Nearly all windows will be blown out of high-rise buildings resulting in falling glass, which will pose a threat for days to weeks after the storm. Nearly all commercial signage, fences, and canopies will be destroyed. Nearly all trees will be snapped or uprooted and power poles downed. Fallen trees and power poles will isolate residential areas. Power outages will last for weeks to possibly months. Long-term water shortages will increase human suffering. Most of the area will be uninhabitable for weeks or months.

In addition to the combined destructive forces of wind, rain, and lightning, hurricanes can cause a surge in the ocean, which also affects the severity of hurricane and tropical storm impacts. Storm surge can raise the sea level as high as 25 feet or more in the strongest hurricanes. As a hurricane approaches the coast, its winds drive water toward the shore. Once the edge of the storm reaches the shallow waters of the continental shelf, the water begins to pile up. Winds of hurricane strength eventually force the water onto the shore. At first, the water level climbs slowly, but as the eye of the storm approaches, water rises rapidly. Storm surge can also cause extensive damage on the backside of a hurricane as storm surge waters are sucked back out to sea. The estimated depth and spatial extent of storm surge by storm category is shown

in Figure 4.22 through Figure 4.26 above based on the SLOSH model. Note that actual storm surge levels can vary substantially from these estimates.

Impact: 3 – Critical

Past Occurrences

Palmetto Bay has been exposed to 56 hurricanes or tropical storms, including 37 tropical, extratropical, or subtropical storms, since 1900 according to data from NOAA. The past occurrences and average frequency of hurricane events are summarized by category in Table 4.29. A listing of all hurricanes and tropical storms that have come within 50 miles of Palmetto Bay since 1900 is provided on the following pages in Table 4.30.

Table 4.29 – Hurricane Type & Frequency

Storm Intensity	Number of Occurrences	Rate of Occurrence
Tropical/Extratropical/Subtropical Storm	37	1 in 3.3 years
CAT I Hurricane	12	1 in 10.1 years
CAT II Hurricane	6	1 in 20.2 years
CAT III Hurricane	8	1 in 15.1 years
CAT IV Hurricane	4	1 in 30.3 years
CAT V Hurricane	1	1 in 121 years
Total	**56**	**1 in 2.2 years**

Source: NOAA Historical Hurricane Tracks

Figure 4.27 on the following page illustrates past hurricane strike data for land falling major hurricanes over the Village of Palmetto Bay as provided by the NOAA National Hurricane Center.

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Figure 4.27 – Historical Hurricane Tracks (1980-2021)

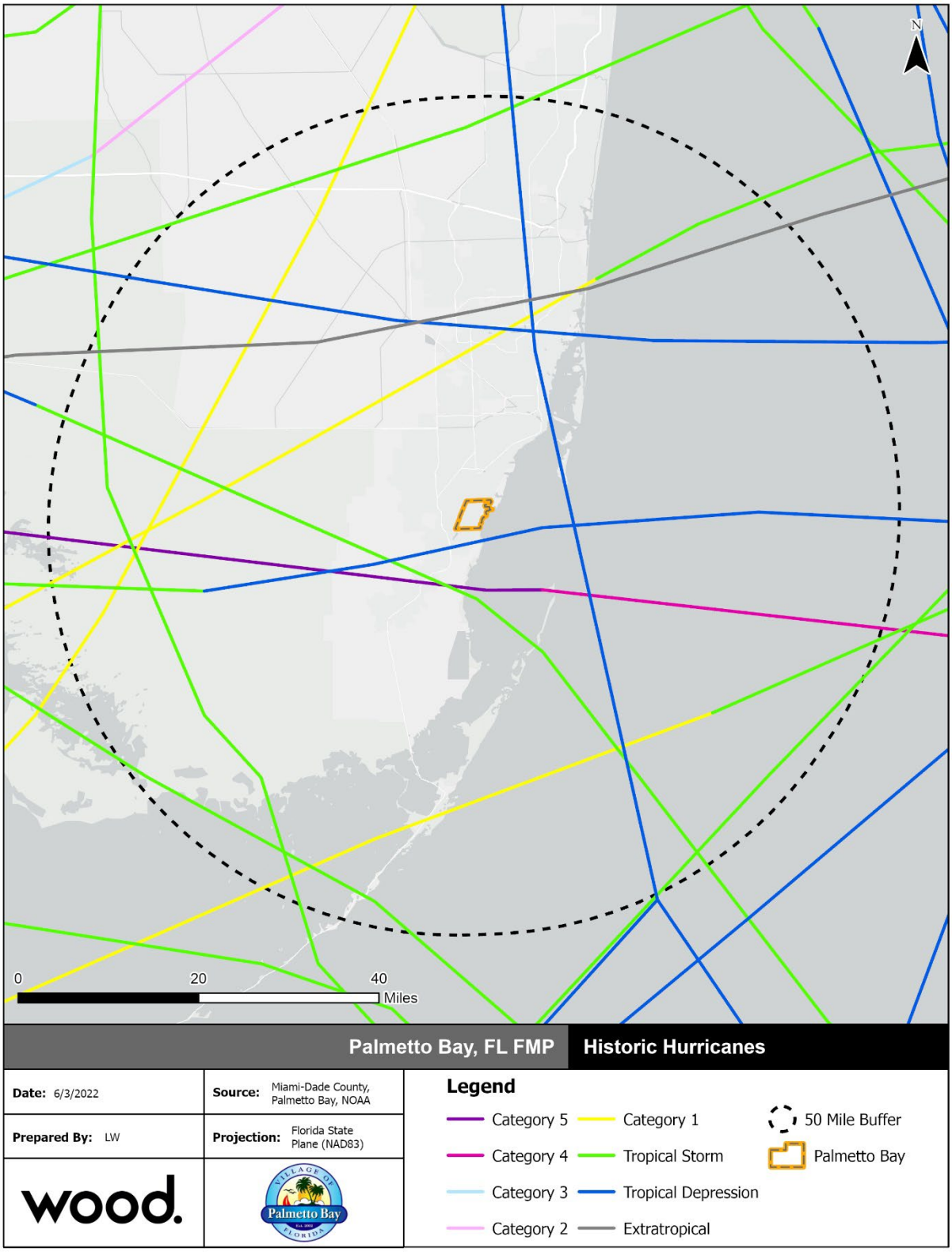


Table 4.30 – Historical Hurricane Tracks Near Palmetto Bay, FL

Storm Name	Date	Max Saffir-Simpson
Unnamed	8/2/1901	Cat 1
Unnamed	9/9/1903	Cat 1
Unnamed	10/12/1904	Cat 1
Unnamed	6/14/1906	Cat 2
Unnamed	10/8/1906	Cat 3
Unnamed	9/18/1907	Tropical Storm
Unnamed	6/26/1909	Tropical Storm
Unnamed	10/6/1909	Cat 3
Unnamed	5/13/1916	Tropical Storm
Unnamed	8/21/1916	Cat 2
Unnamed	11/11/1916	Tropical Storm
Unnamed	10/14/1924	Cat 5
Unnamed	9/11/1926	Cat 4
Unnamed	10/14/1926	Cat 4
Unnamed	9/19/1929	Cat 4
Unnamed	8/26/1932	Cat 1
Unnamed	10/30/1935	Cat 2
Unnamed	6/12/1936	Tropical Storm
Unnamed	7/27/1936	Cat 2
Unnamed	10/3/1941	Cat 3
Unnamed	9/12/1945	Cat 4
Unnamed	9/4/1947	Cat 4
Unnamed	10/8/1947	Cat 2
Unnamed	10/3/1948	Cat 3
King	10/13/1950	Cat 4
Unnamed	2/2/1952	Tropical Storm
Unnamed	10/3/1953	Tropical Storm
Unnamed	6/18/1954	Tropical Storm
Unnamed	10/14/1956	Tropical Storm
Unnamed	5/25/1958	Tropical Storm
Florence	9/17/1960	Tropical Storm
Alma	8/26/1962	Cat 1
Cleo	8/20/1964	Cat 4
Betsy	8/27/1965	Cat 4
Inez	9/21/1966	Cat 5
Dolly	8/10/1968	Cat 1
Unnamed	9/25/1968	Tropical Depression
Gerda	9/7/1969	Cat 3
Felice	9/12/1970	Tropical Storm
Unnamed	8/28/1971	Tropical Depression
Dawn	9/5/1972	Cat 1
Dottie	8/18/1976	Tropical Storm
Unnamed	7/2/1981	Tropical Depression
Floyd	10/9/1987	Cat 1
Unnamed	5/31/1988	Tropical Depression
Ana	6/29/1991	Tropical Storm
Fabian	10/15/1991	Tropical Storm
Andrew	8/16/1992	Cat 5
Harvey	9/19/1999	Tropical Storm

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Storm Name	Date	Max Saffir-Simpson
Irene	10/12/1999	Cat 2
Ivan	9/2/2004	Cat 5
Katrina	8/23/2005	Cat 5
Ernesto	8/24/2006	Cat 1
Bonnie	7/22/2010	Tropical Storm
Gordon	9/2/2018	Tropical Storm
Sally	9/11/2020	Cat 2

Source: NOAA

Table 4.31 shows hurricane, tropical storm, tropical depression and storm surge data reported by NCEI since 1996 for Miami-Dade County. This event history includes 71 recorded storm events.

Table 4.31 – NCEI Hurricane and Tropical Storm Events in Miami-Dade County (1996 – 2021)

Date	Event Type	Deaths/ Injuries	Property Damage	Crop Damage
7/10/1996	Hurricane	2/0	$0	$0
9/25/1998	Hurricane	0/0	$5,000,000	$15,000,000
9/13/1999	Hurricane	0/0	$0	$0
10/14/1999	Hurricane	0/0	$140,000,000	$230,000,000
11/5/2001	Hurricane	0/0	$10,000	$0
9/4/2004	Hurricane	0/0	$34,000,000	$0
9/25/2004	Hurricane	0/0	$10,000,000	$0
7/8/2005	Hurricane	0/0	$0	$0
8/25/2005	Hurricane	6/0	$64,000,000	$423,000,000
10/24/2005	Hurricane	2/0	$0	$0
9/9/2017	Hurricane	0/0	$0	$0
9/9/2017	Hurricane	0/0	$0	$0
10/30/2007	Tropical Depression	0/0	$0	$0
10/30/2007	Tropical Depression	0/0	$102,800,000	$0
11/1/2007	Tropical Depression	0/0	$0	$0
11/1/2007	Tropical Depression	0/0	$0	$0
10/6/2016	Tropical Depression	0/0	$600,000	$0
10/6/2016	Tropical Depression	0/0	$0	$0
10/28/2017	Tropical Depression	0/0	$0	$0
10/28/2017	Tropical Depression	0/0	$0	$0
9/3/2018	Tropical Depression	0/0	$0	$0
9/3/2018	Tropical Depression	0/0	$0	$0
9/3/2018	Tropical Depression	0/0	$0	$0
9/3/2018	Tropical Depression	0/0	$0	$0
9/3/2018	Tropical Depression	0/0	$0	$0
9/3/2019	Tropical Depression	0/0	$0	$0
9/3/2019	Tropical Depression	0/0	$0	$0
9/3/2019	Tropical Depression	0/0	$0	$0
8/1/2020	Tropical Depression	0/0	$0	$0
8/1/2020	Tropical Depression	0/0	$0	$0
8/1/2020	Tropical Depression	0/0	$0	$0
9/12/2020	Tropical Depression	0/0	$0	$0
9/12/2020	Tropical Depression	0/0	$0	$0
7/6/2021	Tropical Depression	0/0	$0	$0
7/6/2021	Tropical Depression	0/0	$0	$0
9/24/1998	Tropical Storm	0/0	$0	$0
9/25/1998	Tropical Storm	0/0	$0	$0

Date	Event Type	Deaths/ Injuries	Property Damage	Crop Damage
11/4/1998	Tropical Storm	0/0	$0	$0
11/4/1998	Tropical Storm	0/0	$0	$0
9/20/1999	Tropical Storm	0/0	$0	$0
9/20/2005	Tropical Storm	0/0	$0	$0
8/29/2006	Tropical Storm	0/0	$0	$0
8/29/2006	Tropical Storm	0/0	$0	$0
10/30/2007	Tropical Storm	0/0	$0	$0
8/18/2008	Tropical Storm	0/0	$0	$0
8/18/2008	Tropical Storm	0/0	$0	$0
8/18/2008	Tropical Storm	0/0	$10,000	$0
8/18/2008	Tropical Storm	0/0	$0	$0
9/8/2008	Tropical Storm	0/0	$0	$0
9/8/2008	Tropical Storm	0/0	$0	$0
9/8/2008	Tropical Storm	0/0	$0	$0
7/23/2010	Tropical Storm	0/0	$2,000	$0
8/26/2012	Tropical Storm	0/0	$100,000	$0
8/26/2012	Tropical Storm	0/0	$0	$0
8/26/2012	Tropical Storm	0/0	$0	$0
10/25/2012	Tropical Storm	0/0	$0	$0
9/9/2017	Tropical Storm	0/0	$0	$255,000,000
9/9/2017	Tropical Storm	0/0	$0	$245,000
9/3/2018	Tropical Storm	0/0	$0	$0
9/3/2018	Tropical Storm	0/0	$0	$0
11/8/2020	Tropical Storm	0/0	$0	$0
11/8/2020	Tropical Storm	0/0	$0	$0
11/8/2020	Tropical Storm	0/0	$0	$0
11/8/2020	Tropical Storm	0/0	$0	$0
10/24/2005	Storm Surge / Tide	0/0	$0	$0
10/30/2007	Storm Surge / Tide	0/0	$0	$0
11/1/2007	Storm Surge / Tide	0/0	$0	$0
8/26/2012	Storm Surge / Tide	0/0	$0	$0
10/26/2012	Storm Surge / Tide	0/0	$0	$0
9/10/2017	Storm Surge / Tide	0/0	$0	$0
9/3/2019	Storm Surge / Tide	0/0	$0	$0
Total		**10/0**	**$253,722,000**	**$923,245,000**

Source: NCEI Storm Events Database, May 2022

The following is a description of past occurrences of hurricanes and tropical storms that have impacted the planning area, as recorded by NCEI:

Tropical Storm Irene (10/14/1999): Heavy rains and sustained winds of tropical storm force caused widespread flooding and power outages in the metropolitan areas of Miami-Dade County. Rainfall totals in southeast Florida ranged from 6 to 17 inches with many areas getting 10 to 15 inches. The highest sustained wind over land was 60 mph at Miami Beach with many readings from 40 to 55 mph. There were no direct deaths from Irene, but eight persons died in the aftermath. Damage in southeast Florida, mainly from flooding is estimated near $600 million which includes $335 million in agricultural losses. An estimated 700,000 customers lost electricity. Flooding in a few residential areas lasted for a week displacing several hundred persons and isolating thousands more.

Hurricane Jeanne (9/25/2004): Hurricane Jeanne formed from a tropical depression just east of the Leeward Islands on September 13. She moved across Puerto Rico and Hispaniola then turned north into the

Atlantic and became a hurricane on September 20. In Miami-Dade County a maximum sustained wind of 49 mph with a peak gust of 59 mph was measured with sustained winds of 26 mph and gusts to 36 mph. Property damage from storm surge and winds at the coast occurred to condos, marinas, piers, seawalls, bridges and docks, as well as to boats and a few coastal roadways. Inland wind damage to building roofs, mobile homes, trees, power lines, signs, and outbuildings

Hurricane Katrina (8/25/2005): The center of Hurricane Katrina made landfall near the Broward/Miami-Dade County border then moved across Miami-Dade County. Rainfall amounts were excessive across portions of south Miami-Dade County causing flooding of structures, vehicles, crop lands and nurseries. A maximum storm total amount of 16.33 inches, of which 15.10 inches fell in a 24-hour period was measured. Most of metropolitan Miami-Dade County received rain amounts of two to four inches. Total damage in south Florida was estimated at around $100 million. Between 100 and 200 houses suffered significant damage, mainly in south Miami-Dade due to flooding. Wind damage was mainly to vegetation, signs, and watercraft. Winds and flooding combined caused an estimated $423 million in losses to agriculture and nurseries.

Tropical Storm Noel (11/7/2007: A strong pressure gradient between high pressure over the Mid-Atlantic states and Tropical Storm Noel over Hispaniola and eastern Cuba caused a prolonged period of strong east winds over Southeast Florida and the adjacent waters. As Noel moved north across the western Bahamas, the strong winds continued across southeast Florida. The event caused severe beach erosion, coastal flooding, and minor wind damage.

Tropical Storm Bonnie (7/23/2010): Tropical Storm Bonnie made landfall near Cutler Bay in southern Miami-Dade County during the late morning of July 23rd. Maximum sustained winds were near 40 mph as the storm made landfall. Highest wind gusts over most of Miami-Dade County were in the 40 to 45 mph range. Widely scattered power outages were the primary impact (about 14,000 customers), along with negligible damage to newly planted small to medium sized trees and downed power lines. Rainfall associated with the storm was also relatively minor, with maximum storm total amounts of 2.5 to 3.25 inches over central and northern Miami-Dade County.

Hurricane Sandy (10/25/2012): Hurricane Sandy began to affect the Miami-Dade County coast and its adjacent Atlantic waters with tropical storm force winds. Large swells generated by the storm pummeled the Southeast Florida coast with beach erosion and coastal flooding reported along the shore of Miami-Dade County. Large breaking of waves estimated at around 10 feet were reported along the coast of Miami-Dade County. Only minor wind damage was noted, primarily to vegetation. A total 57,870 customers lost power. Exact damage figures are unknown for Miami-Dade County but are believed to be primarily from beach erosion.

Hurricane Matthew (10/6/2016): The collective effects of Hurricane Matthew in Miami-Dade counties resulted in about $32 million in beach-related damage and about $2 million in wind damage. In Miami-Dade County, a few trees and power lines were downed, resulting in over 16,000 customers without power at the peak of the event. Damages were estimated at $1.2 million dollar across the county. Voluntary evacuations were ordered for residents in low-lying areas and mobile homes, and a total of 700 people took shelter in county shelters during the event.

Hurricane Irma (9/9/2017): Hurricane Irma produced maximum sustained winds generally between 50 and 70 mph, hurricane force winds as high as 90-100 mph. These winds produced heavy tree, fence and power pole damage, with mostly minor damage to structures. Maximum storm tide in Miami-Dade County occurred along the Biscayne Bay shoreline south of Downtown Miami to Black Point, where highest surge values were 5-6 feet above Mean Higher High Water. Around 31,100 people evacuated to shelters. Over 1,500 structures suffered notable damage. Estimate of damage to the agricultural industry totaled about $255 million, and overall damage in Miami-Dade County is likely much higher.

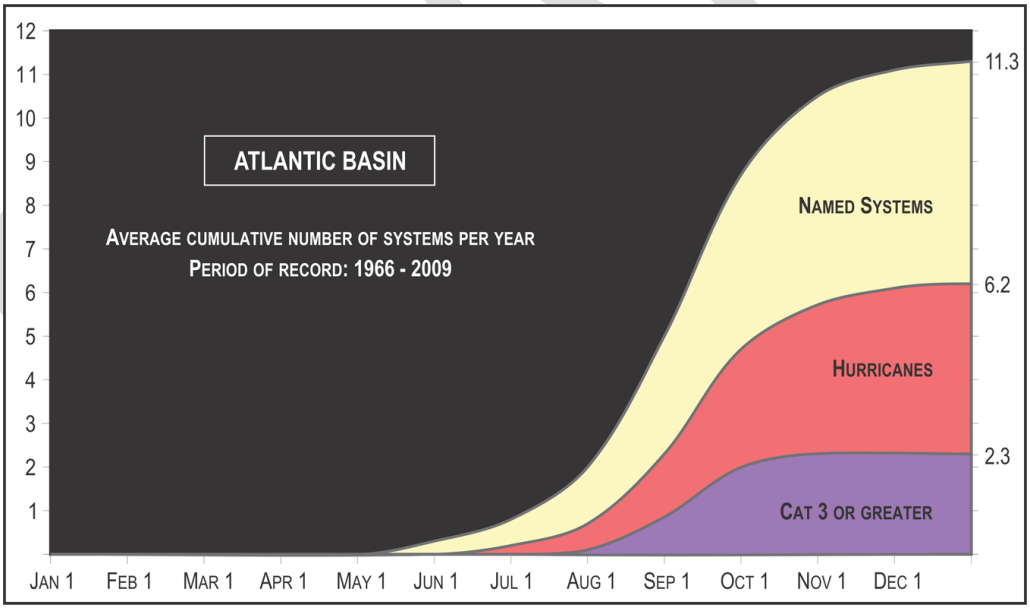
Hurricane Dorian (9/3/2019): Outer rain bands of Hurricane Dorian produced maximum sustained winds generally between 25-30 mph along Miami-Dade County. A total of around 779 customers lost power in Miami-Dade County. Rainfall was between 2-3 inches and a peak storm surge of 1-2 feet was observed along portions of the Atlantic coast particularly during high tide. Some overtopping of seawalls were observed in Miami-Dade County. Some streets and docks were flooded on Miami Beach as well as near the Biscayne Bay shoreline in the city of Miami.

Tropical Storm Eta (11/8/2020): Strong Tropical Storm Eta made landfall on the Florida Keys with maximum winds estimated to be near 65 mph and a minimum central pressure of 991 mb. Recorded Tropical Storm force wind gusts were measured across South Florida ranging from 45 to 70 mph. Overall wind impacts were mainly confined to trees and power lines, with several concentrated areas of downed trees and poles along the barrier island communities as well as in deep south Miami-Dade County. Rainfall flooding impacts were significant across South Florida, with around 4 to almost 14 inches across portions of Miami-Dade County. Almost 93,630 customers lost power in Miami-Dade County.

Probability of Future Occurrence

The Atlantic basin hurricane season runs from June 1st to November 30th. The Atlantic basin includes the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico. Figure 4.28 shows the progress of a typical hurricane season in terms of the total number of tropical systems and hurricanes produced throughout the year in the Atlantic basin. The curves represent the average cumulative production of all named tropical systems, all hurricanes, and those hurricanes which were Category 3 or stronger in those basins. Hurricanes are certain to continue occurring in the Atlantic Basin.

Figure 4.28 – Average Number of Tropical Storms per Year (Atlantic Basin)

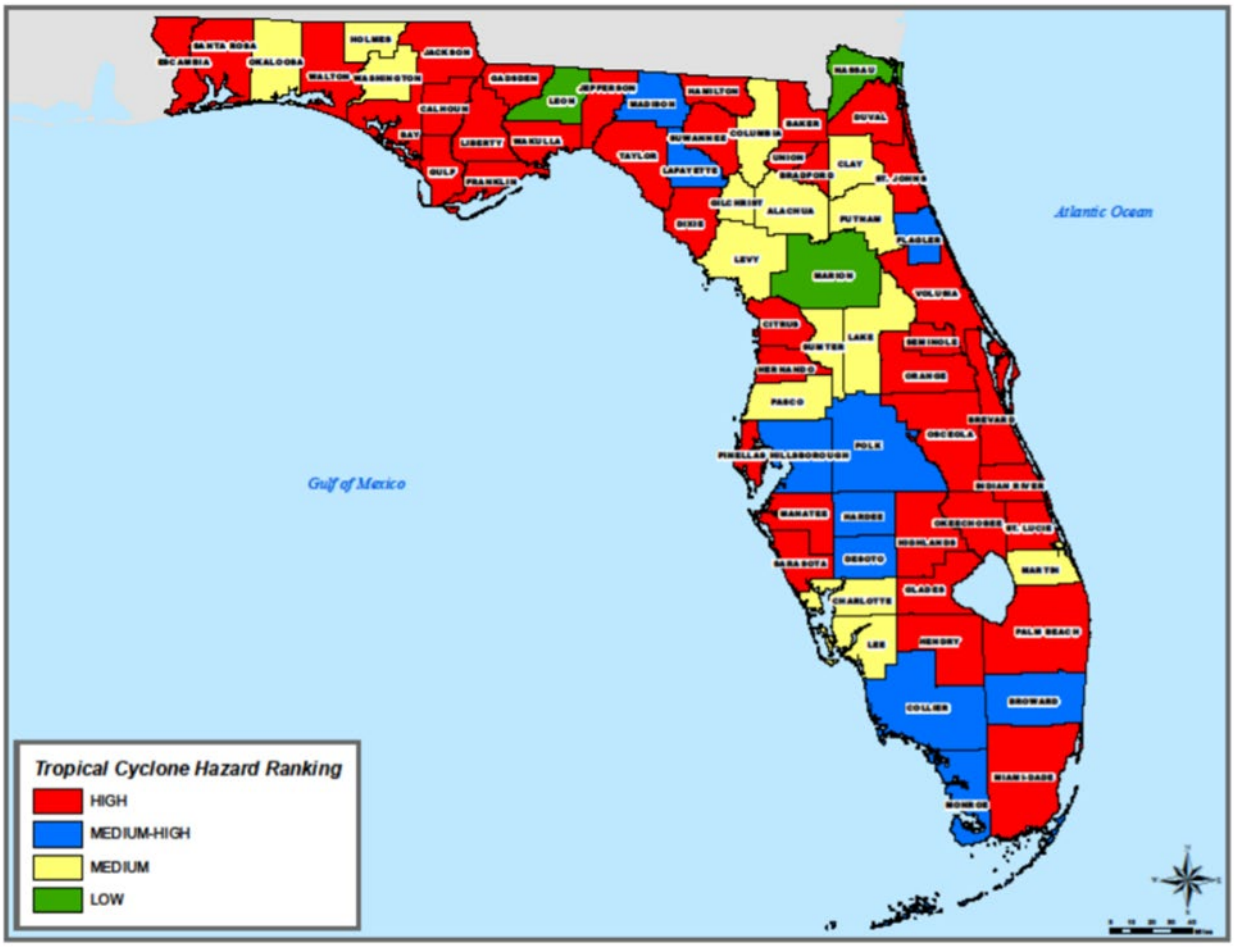


Source: NOAA/National Hurricane Center

Given the 71 hurricane, tropical storm, and storm surge occurrences recorded in NCEI over a period of 26 years (1996-2021), Miami-Dade County averages 2.7 hurricane, tropical storm, or storm surge related events annually. Therefore, hurricane or tropical storm related flooding in Palmetto Bay is highly likely in the future.

According to a vulnerability analysis completed for the 2018 State of Florida Enhanced Hazard Mitigation Plan, Miami-Dade County is considered a high-risk jurisdiction as shown in Figure 4.29.

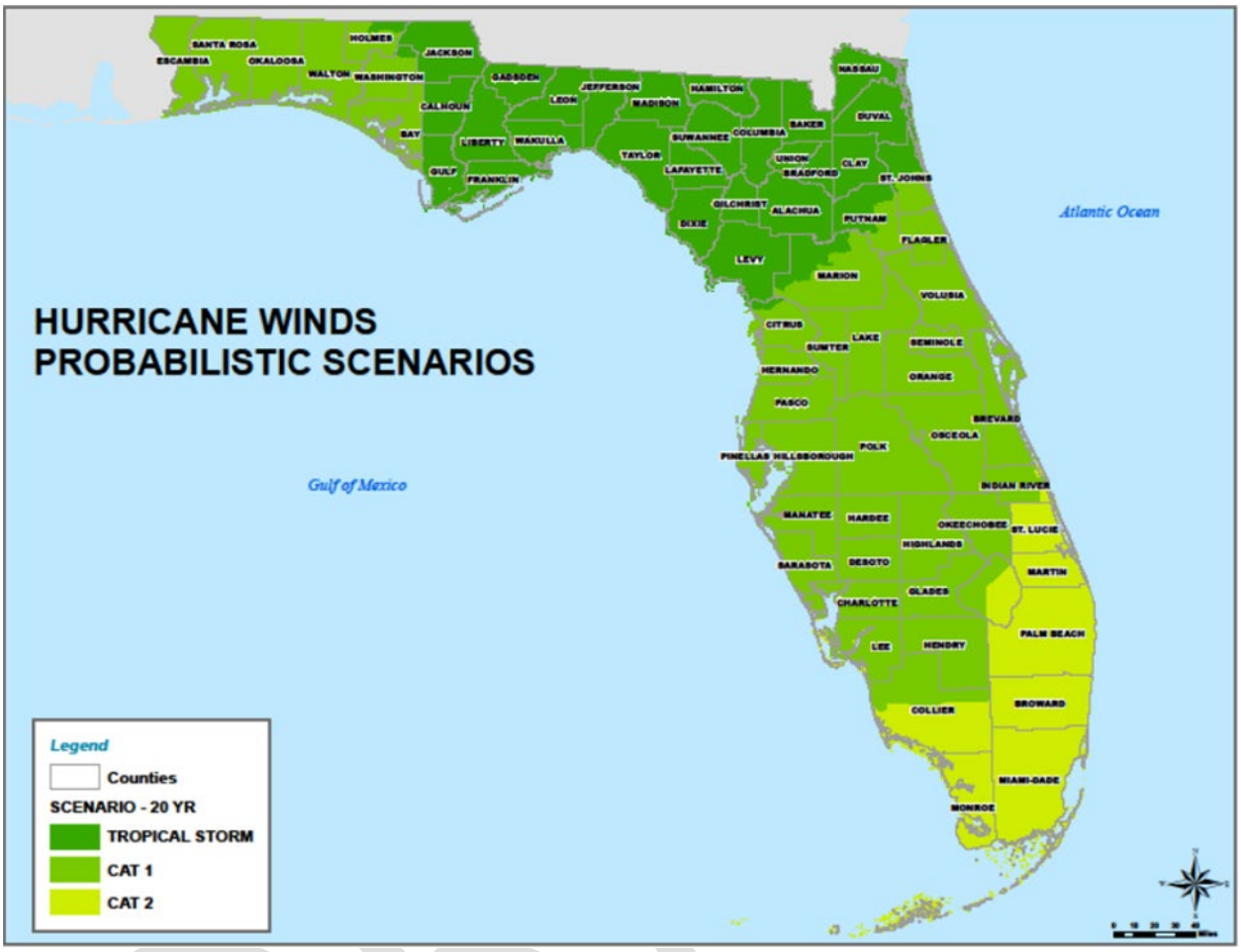
Figure 4.29 – Hurricane Hazard Ranking by County



Source: 2018 State of Florida Enhanced Hazard Mitigation Plan

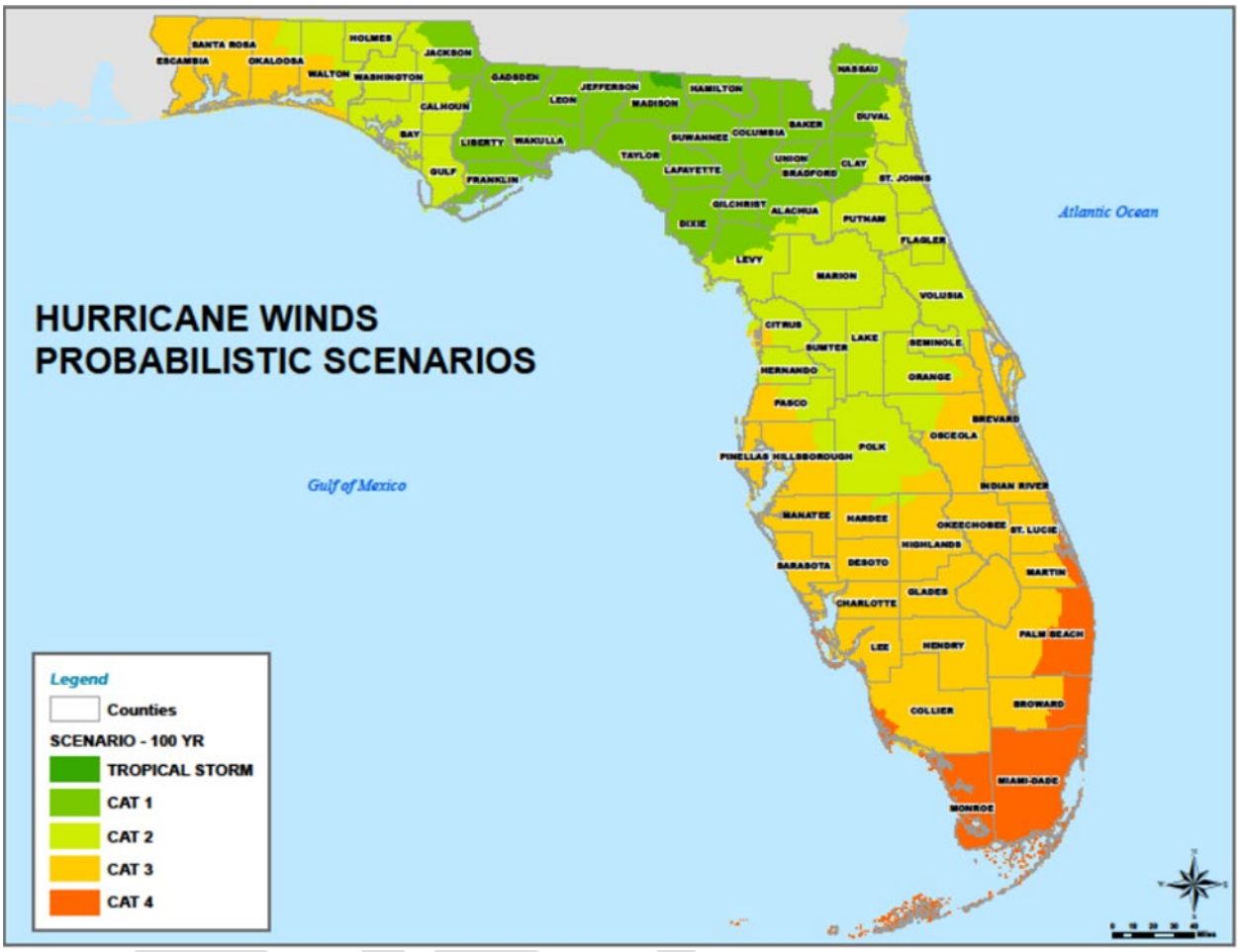
Figure 4.30 from the State plan summarizes the 20-year return period for hurricane winds across Florida; the Palmetto Bay area has a probability of experiencing a Category 2 hurricane at least once every 20 years. Figure 4.31 summarizes the 100-year return period for hurricane winds across Florida; the Palmetto Bay area has a probability of experiencing a Category 4 hurricane at least once every 100 years.

Figure 4.30 – Hurricane 20–Year Return Period



Source: 2018 State of Florida Enhanced Hazard Mitigation Plan

Figure 4.31 – Hurricane 100-Year Return Period



Source: 2018 State of Florida Enhanced Hazard Mitigation Plan

Probability: 4 – Highly Likely

Climate Change and Future Conditions

One of the primary factors contributing to the origin and growth of tropical storm and hurricanes systems is water temperature. Sea surface temperature may increase significantly in the main hurricane development region of the North Atlantic during the next century as well as in the Gulf of Mexico. NOAA models predict that while there may be less frequent, low-category storm events (Tropical Storms, Category 1 Hurricanes), there will be more, high-category storm events (Category 4 and 5 Hurricanes) in the future. This means that there may be fewer hurricanes overall in any given year, but when hurricanes do form, it is more likely that they will become large storms that can create massive damage. Per the Fourth National Climate Assessment, studies suggest that there will be an increase in the number of very intense tropical cyclones. The total number of storms may remain consistent, but very intense storms are expected to become more frequent and the amount of rainfall from these storms is projected to increase.

Hurricanes and other coastal storms may result in increased flooding, injuries, deaths, and extreme property loss. According to the US Government Accountability Office, national storm losses from changing frequency and intensity of storms is projected to increase anywhere from $4-6 billion soon.

Sea level change will be particularly important in influencing storm surge flooding in the Palmetto Bay area, since the area is already subject to flooding from above normal tides, surge and rainfall events from

hurricanes and less powerful tropical storms. As a result of sea-level rise, flooding from just high tide events is becoming more common.

Vulnerability Assessment

Vulnerability – High

Due to the variability in flooding associated with hurricanes, it is difficult to estimate losses for a hurricane event. This vulnerability assessment presents a spatial analysis of property exposure to SLOSH modeled storm surge inundation areas. However, hurricane flooding will also be affected by rainfall, which is not accounted for in these storm surge estimates.

It should be noted that SLOSH models do not predict storm surge, and actual storm surge heights may exceed the estimates shown. Additionally, these storm surge models do not incorporate other hurricane impacts that may exacerbate flooding, including hurricane strength winds and rain. Therefore, these models should be interpreted as a minimum impact scenario.

Property

Table 4.32 through Table 4.36 provides a summary of estimated assets at risk to hurricane storm surge for each hurricane category. This property exposure to storm surge is depicted in Figure 4.32 through Figure 4.36. Note that these are storm surge estimates

Areas inundated by storm surge are also those that are more likely to experience some degree of velocity wave action, which can exacerbate the damage caused by a typical flood.

Table 4.32 – Properties at Risk to Category 1 Storm Surge

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value (Building and Contents)
Agriculture	0	$0	$0	$0
Commercial	8	$67,499,063	$67,499,063	$134,998,126
Education	1	$14,908,559	$14,908,559	$29,817,118
Government	11	$143,635,194	$143,635,194	$287,270,388
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	807	$352,643,101	$176,321,551	$528,964,652
Total	**827**	**$578,685,917**	**$402,364,367**	**$981,050,284**

Table 4.33 – Properties at Risk to Category 2 Storm Surge

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value (Building and Contents)
Agriculture	0	$0	$0	$0
Commercial	16	$258,112,834	$258,112,834	$516,225,668
Education	4	$59,634,236	$59,634,236	$119,268,472
Government	29	$480,426,792	$480,426,792	$960,853,584
Industrial	0	$0	$0	$0
Religious	5	$37,405,126	$37,405,126	$74,810,252
Residential	2,746	$1,093,509,967	$546,754,984	$1,640,264,951
Total	**2,800**	**$1,929,088,955**	**$1,382,333,972**	**$3,311,422,927**

Table 4.34 – Properties at Risk to Category 3 Storm Surge

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value (Building and Contents)
Agriculture	0	$0	$0	$0
Commercial	69	$685,962,749	$685,962,749	$1,371,925,498
Education	9	$105,195,741	$105,195,741	$210,391,482
Government	57	$1,238,861,928	$1,238,861,928	$2,477,723,856
Industrial	0	$0	$0	$0
Religious	5	$37,405,126	$37,405,126	$74,810,252
Residential	4,683	$1,899,354,199	$949,677,100	$2,849,031,299
Total	**4,823**	**$3,966,779,743**	**$3,017,102,644**	**$6,983,882,387**

Table 4.35 – Properties at Risk to Category 4 Storm Surge

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value (Building and Contents)
Agriculture	3	$1,983,149	$1,983,149	$3,966,298
Commercial	183	$1,101,511,358	$1,101,511,358	$2,203,022,716
Education	31	$414,760,528	$414,760,528	$829,521,056
Government	112	$2,731,652,785	$2,731,652,785	$5,463,305,570
Industrial	1	$4,482,500	$6,723,750	$11,206,250
Religious	14	$92,025,998	$92,025,998	$184,051,996
Residential	7,518	$3,166,200,280	$1,583,100,140	$4,749,300,420
Total	**7,862**	**$7,512,616,598**	**$5,931,757,708**	**$13,444,374,306**

Table 4.36 – Properties at Risk to Category 5 Storm Surge

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value (Building and Contents)
Agriculture	4	$3,026,460	$3,026,460	$6,052,920
Commercial	217	$1,173,768,441	$1,173,768,441	$2,347,536,882
Education	42	$666,037,716	$666,037,716	$1,332,075,432
Government	112	$2,731,652,785	$2,731,652,785	$5,463,305,570
Industrial	1	$4,482,500	$6,723,750	$11,206,250
Religious	19	$101,681,184	$101,681,184	$203,362,368
Residential	7,850	$3,329,939,784	$1,664,969,892	$4,994,909,676
Total	**8,245**	**$8,010,588,870**	**$6,347,860,228**	**$14,358,449,098**

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Figure 4.32 – Estimated Property Exposure to Category 1 Storm Surge

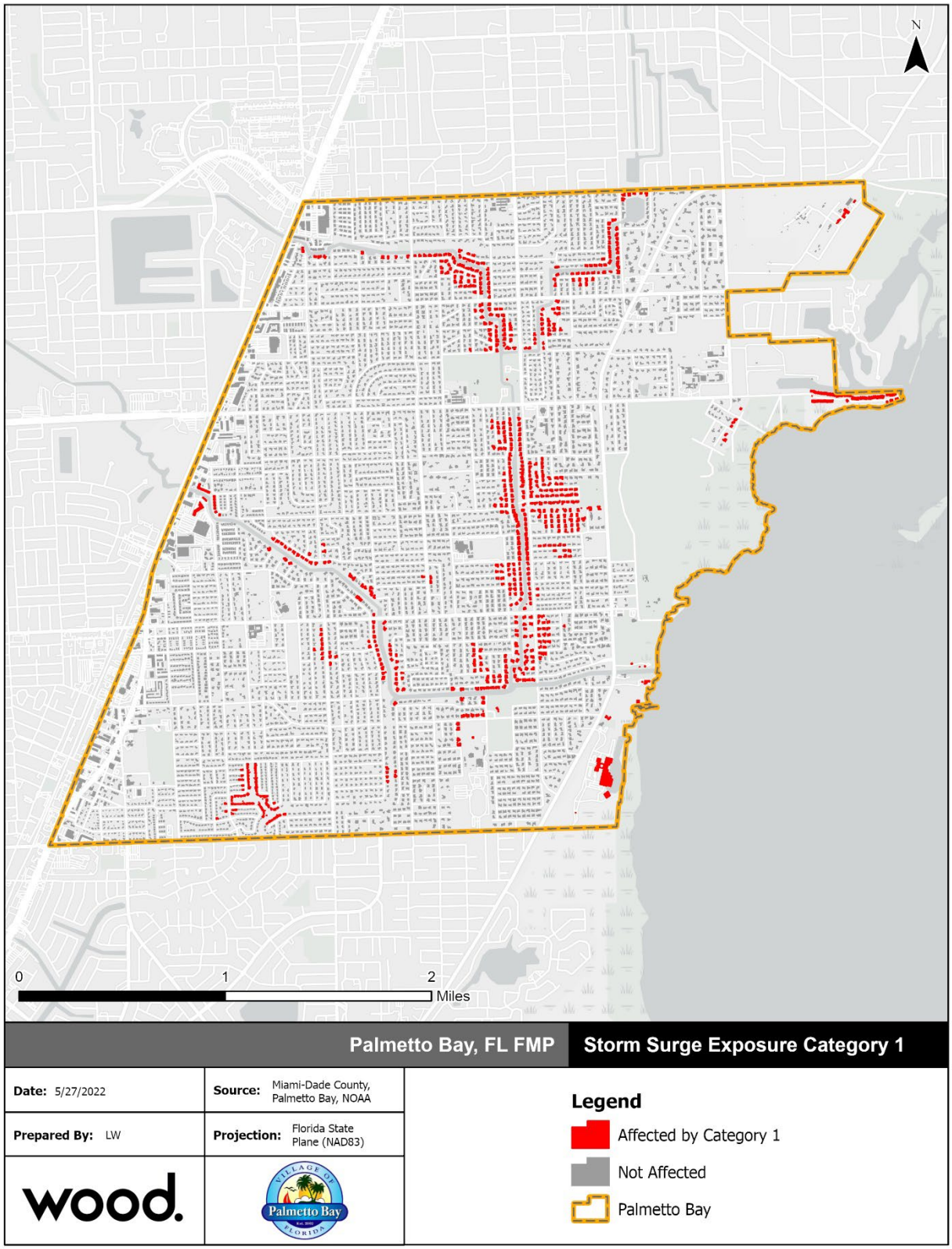


Figure 4.33 – Estimated Property Exposure to Category 2 Storm Surge

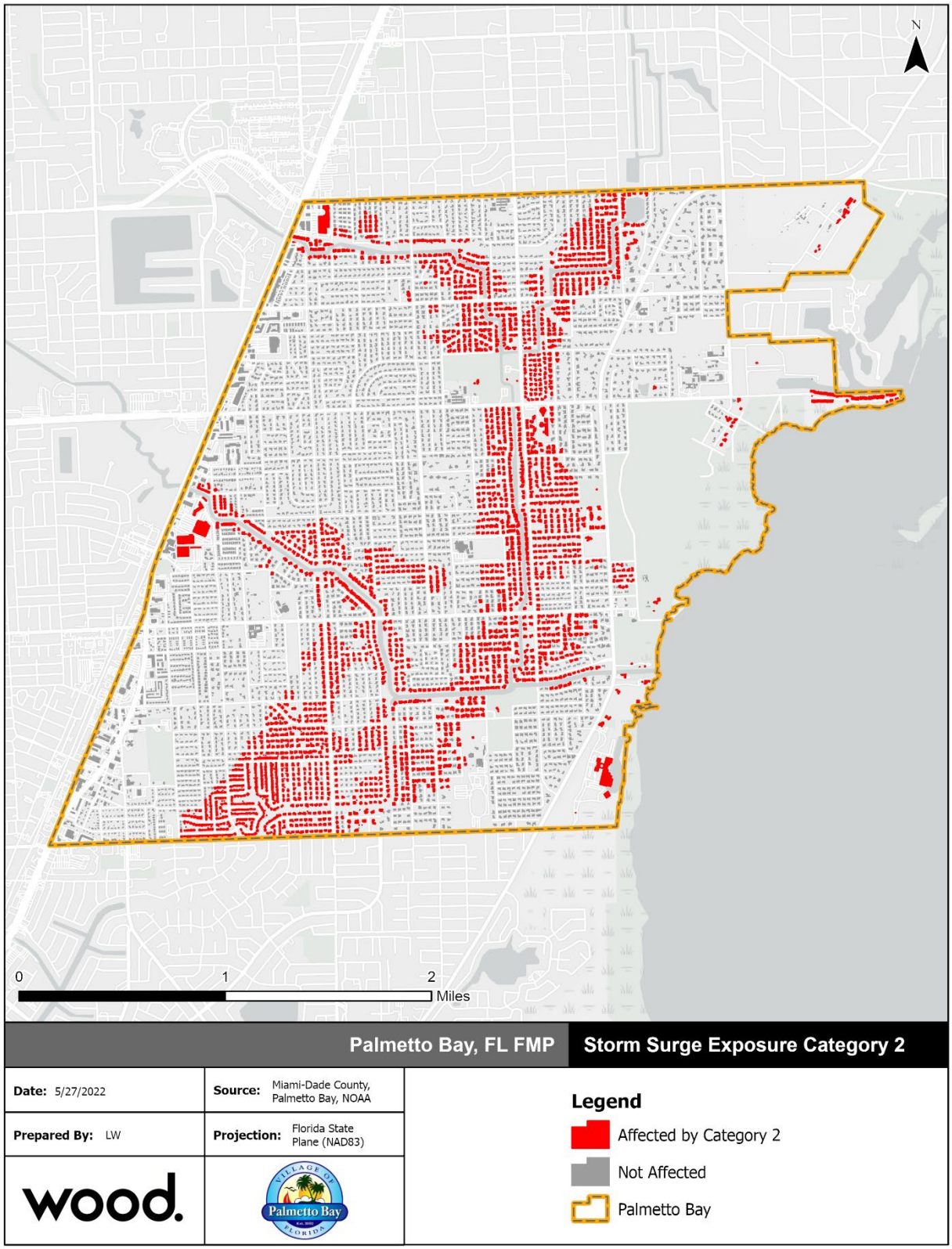


Figure 4.34 – Estimated Property Exposure to Category 3 Storm Surge

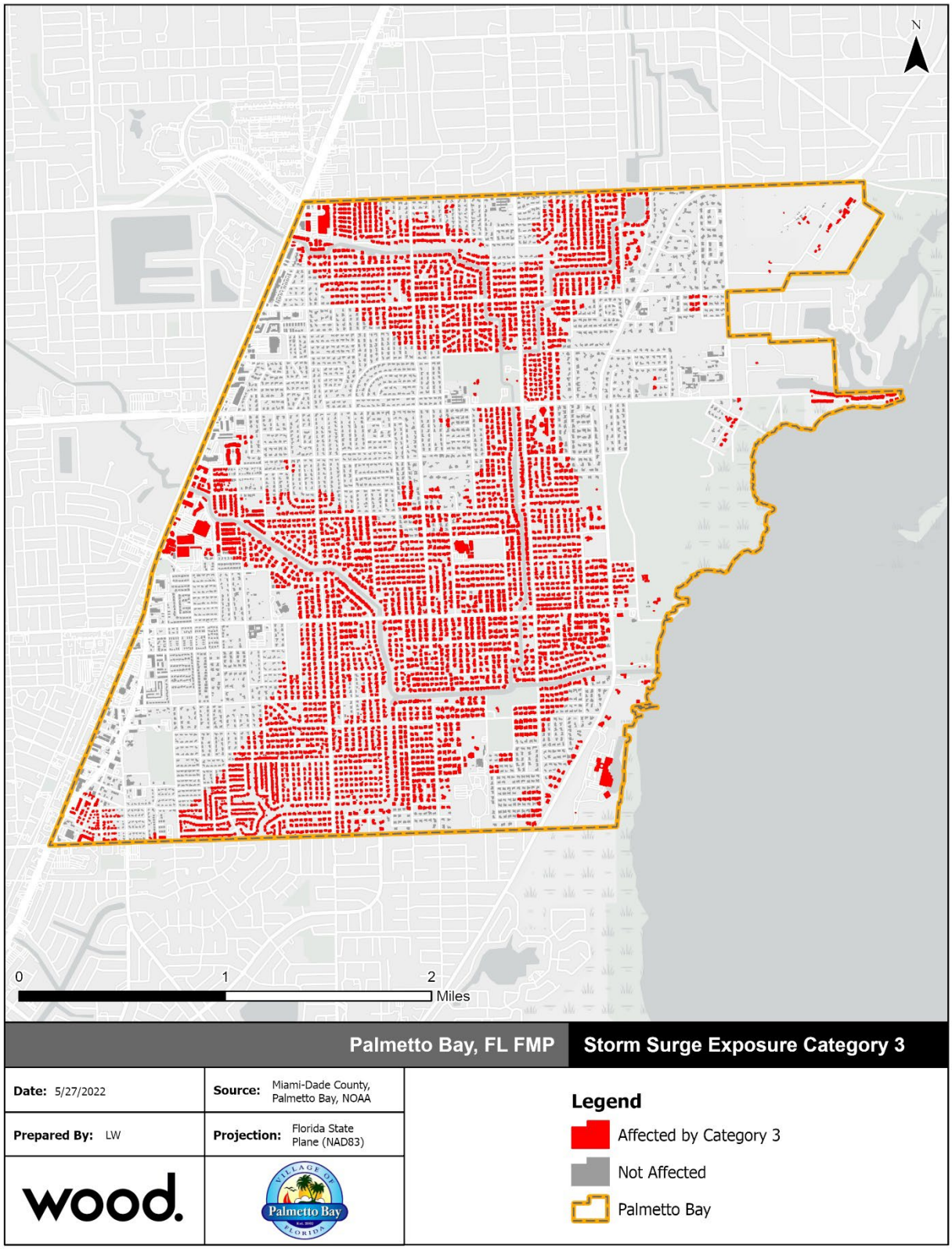


Figure 4.35 – Estimated Property Exposure to Category 4 Storm Surge

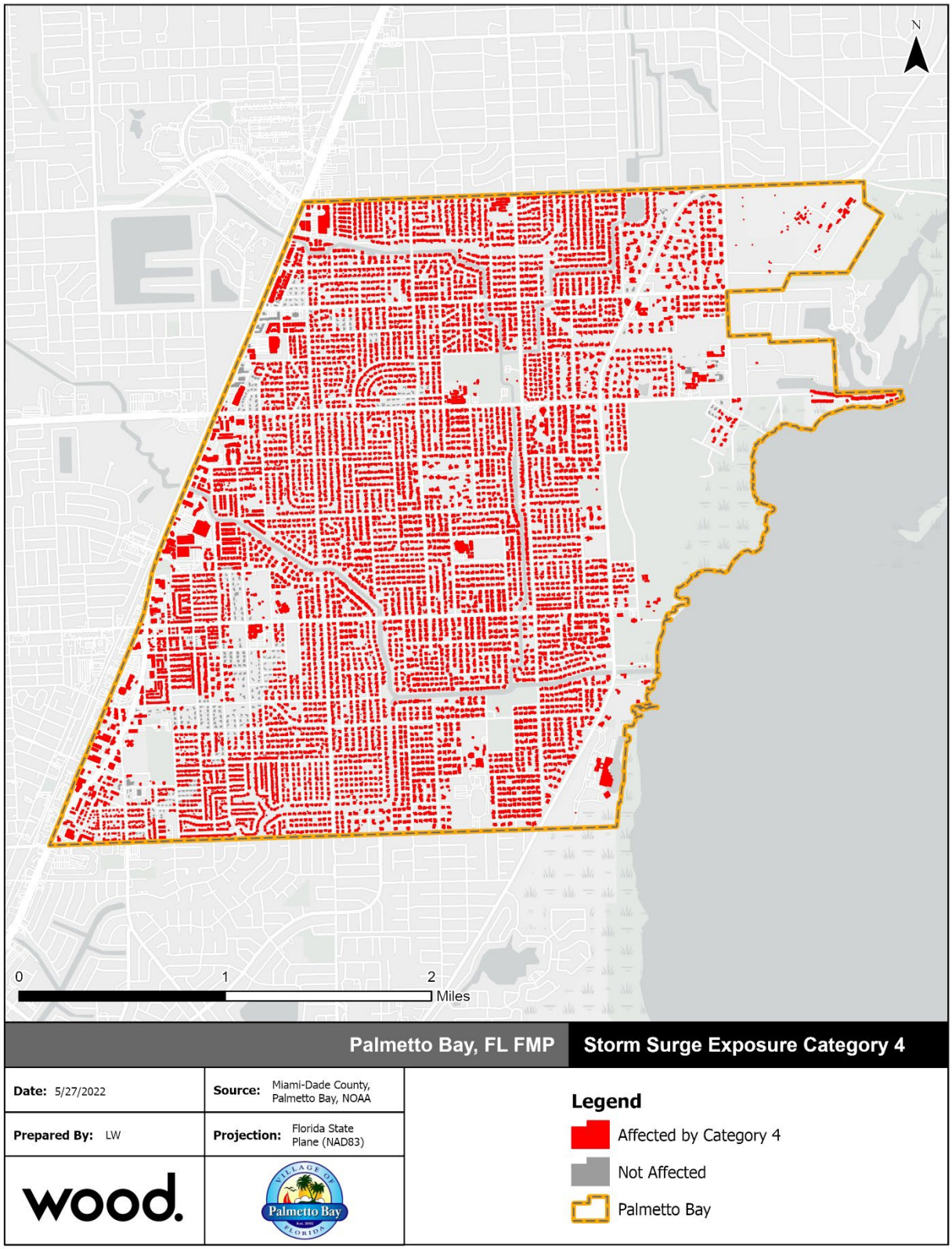
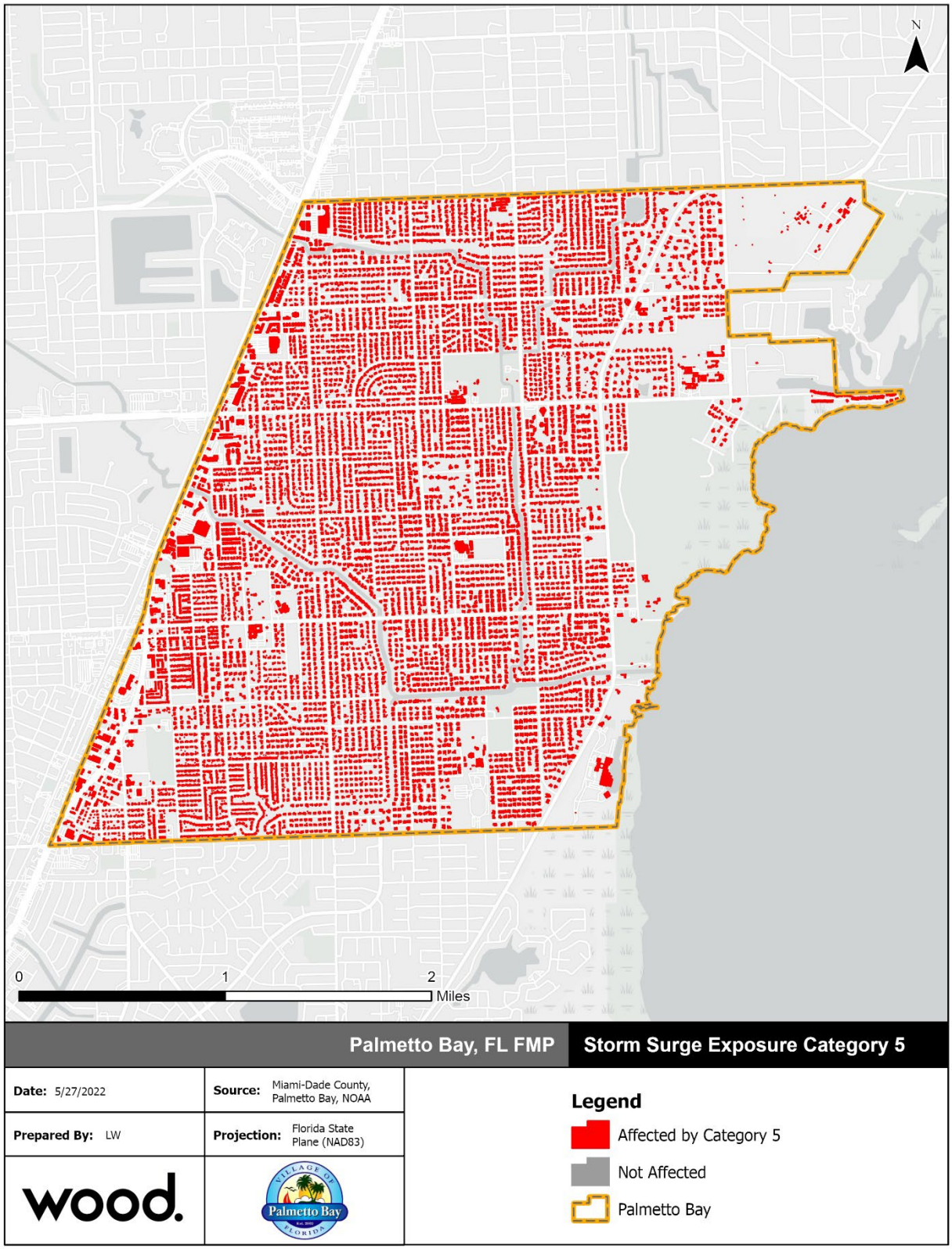


Figure 4.36 – Estimated Property Exposure to Category 5 Storm Surge



Natural resources, particularly beaches, can be devastated by hurricanes. Erosion of the coastline is considerable due to the impact of wind, waves, and debris in a hurricane event. Storm surge and subsequent erosion of the shoreline degrades natural barriers and often leads to the loss of property.

People

Population at risk to storm surge was estimated based on the exposure of residential property and the U.S. Census Bureau's average household size estimate for the Village Palmetto Bay of 3.12 persons per household. The resulting estimated population at risk to storm surge by storm category is summarized in Table 4.37Table 4.37.

Table 4.37 – Estimated People at Risk to Storm Surge

Storm Category	Residential Property Count	People at Risk
1	807	2,518
2	2,746	8,815
3	4,683	14,611
4	7,518	23,456
5	7,850	24,492

Source: American Community Survey 2016-2020 5-Year Estimates; Village of Palmetto Bay parcel data, 2021

The very young, the elderly and individuals with disabilities are especially vulnerable to harm from hurricanes and may face difficulty in evacuating. For those who are unable to evacuate for medical reasons, there should be provision to take care of special-needs patients and those in hospitals and nursing homes. Many of these patients are either oxygen-dependent, insulin-dependent, or in need of intensive medical care. There is a need to provide ongoing treatment for these vulnerable citizens, either on the coast or by air evacuation to upland hospitals. The stress from disasters such as a hurricane can result in immediate and long-term physical and emotional health problems among victims.

Life, Safety, Warning and Evacuation

As discussed in Section 03, significant flood events may require evacuation orders to protect the life and safety of Palmetto Bay residents and visitors. Based on the hurricane storm surge models shown above, a Category 1 storm would likely require minimal evacuation. A Category 2 storm could require some residents along the canal system and close to the village coast to seek local sheltering. A Category 3 storm is likely to require more substantial evacuation or sheltering of residents near all canal systems and adjacent streets. A Category 4 or Category 5 storm would likely require a full evacuation of Palmetto Bay. Again, SLOSH models do not predict storm surge, which can vary substantially from these estimates. Actual evacuation advisories are issued by emergency management in the event of a storm.

Critical Facilities

In total, there are 27 critical facilities located in areas that are vulnerable to storm surge inundation as estimated by the SLOSH model. The vulnerable facilities are listed in Table 4.38 by the lowest category storm that would impact it with storm surge flooding. Therefore, those facilities listed under Category 1 are most vulnerable to storm surge flooding and those listed under Category 5 are least vulnerable. This analysis does not account for existing property protection measures such as elevation or floodproofing that may be in place.

Table 4.38 – Critical Facilities Exposed to Storm Surge

Facility Name	Facility Type
Category 1	
Palmetto Bay (Library)	Government
Category 2	
Palmer Trinity School	School

Facility Name	Facility Type
Category 3	
Adult Day Center of South of Florida	Adult Care Facility
Lincoln-Marti Schools - Wayne Ave	School
Southwood Middle	School
Palmetto Bay Collegiate Senior High School	School
Category 4	
Casa Salcines A.L.F II Inc	Adult Care Facility
Sun Bay Manor I	Adult Care Facility
T.L.C. Retirement Home #1	Adult Care Facility
Sun Bay Manor II	Adult Care Facility
Miami Dade Fire Department	Fire Station
Village of Palmetto Bay (City Hall)	Government
BellSouth - M2650	Hazmat
Palmetto Bay	Police Station
Winhold Montessori Schools, Inc.	School
Perrine SDA School	School
Christ Fellowship Academy	School
Lincoln-Marti Schools - 168th St	School
Dr. Henry E. Perrine Academy of the Arts	School
Palmetto Bay Academy	School
Coral Reef Elementary	School
3 C's Preschool	School
Alexander Montessori School - Ludlam Campus	School
Alexander Montessori School - Old Cutler Campus	School
Howard Drive Elementary	School
Category 5	
Raggedy Ann and Andys Pre School	School
Westminster Christian School	School

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4.4.5 Sea Level Rise

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Sea Level Rise	Highly Likely	Limited	Small	More than 24 hours	More than 1 week	2.9

Hazard Description

Sea level rise is the increase in sea levels as a result of atmospheric and oceanic warming which causes water expansion as well as ice melt from ice sheets and glaciers. There are generally two separate mechanics involved in global sea level rise. The first is directly attributed to global temperature increases, which warm the oceans waters and cause them to expand. The second is attributed to the melting of ice over land which simply adds water to the oceans. Global sea level rise is likely caused by a combination of these two mechanics and can be exasperated on the local level by factors such as erosion and subsidence. The rate of sea level rise has varied throughout geologic history, and studies have shown that global temperature and sea level are strongly correlated.

Due to sea-level rise projected throughout the 21st century and beyond, coastal systems and low-lying areas will increasingly experience adverse impacts such as submergence, coastal flooding, and coastal erosion. The population and assets projected to be exposed to coastal risks as well as human pressures on coastal ecosystems will increase significantly in the coming decades due to population growth, economic development, and urbanization (IPCC, 2014). The Village of Palmetto Bay is particularly vulnerable to the effects of sea level rise, due to its coastal location, subtropical environment, and low topography.

As a result of climate change, it can reasonably be assumed that the following climate risks could impact the Palmetto Bay planning area: 1) increasing temperatures; 2) increasing frequency and strength of severe weather events; 3) more heavy rain/flooding; and 4) more frequent and prolonged drought. A discussion of the effect of these climate risks on the individual hazards profiled in this plan has been included in the "Impact of Future Conditions" subsection for each flood hazard as applicable.

Warning Time: 1 – More than 24 hours

Duration: 4 – More than 1 week

Location

Sea level rise can occur anywhere along the coast of Palmetto Bay. The United State Geological Survey's (USGS) Coastal Vulnerability Index (CVI) provides a preliminary overview of the relative susceptibility of the United States coast to sea level rise. The CVI is based on geomorphology, regional coastal slope, tide range, wave height, relative sea level rise, and shoreline erosion and acceleration rates. For each study area, each variable is scored on a 1-5 scale based on defined parameters, where "1" indicates low contribution to coastal vulnerability and "5" indicates high contribution to vulnerability. These scores are then aggregated into a single index through a mathematical formula. The resulting index gives an overview of where physical changes may occur due to sea-level rise.

Figure 4.37 shows the CVI for Palmetto Bay. The majority of the Miami-Dade area, including Palmetto Bay, has a CVI rating of high.

Spatial Extent: 3 – Small

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Figure 4.37 – Coastal Vulnerability Index, Palmetto Bay, FL

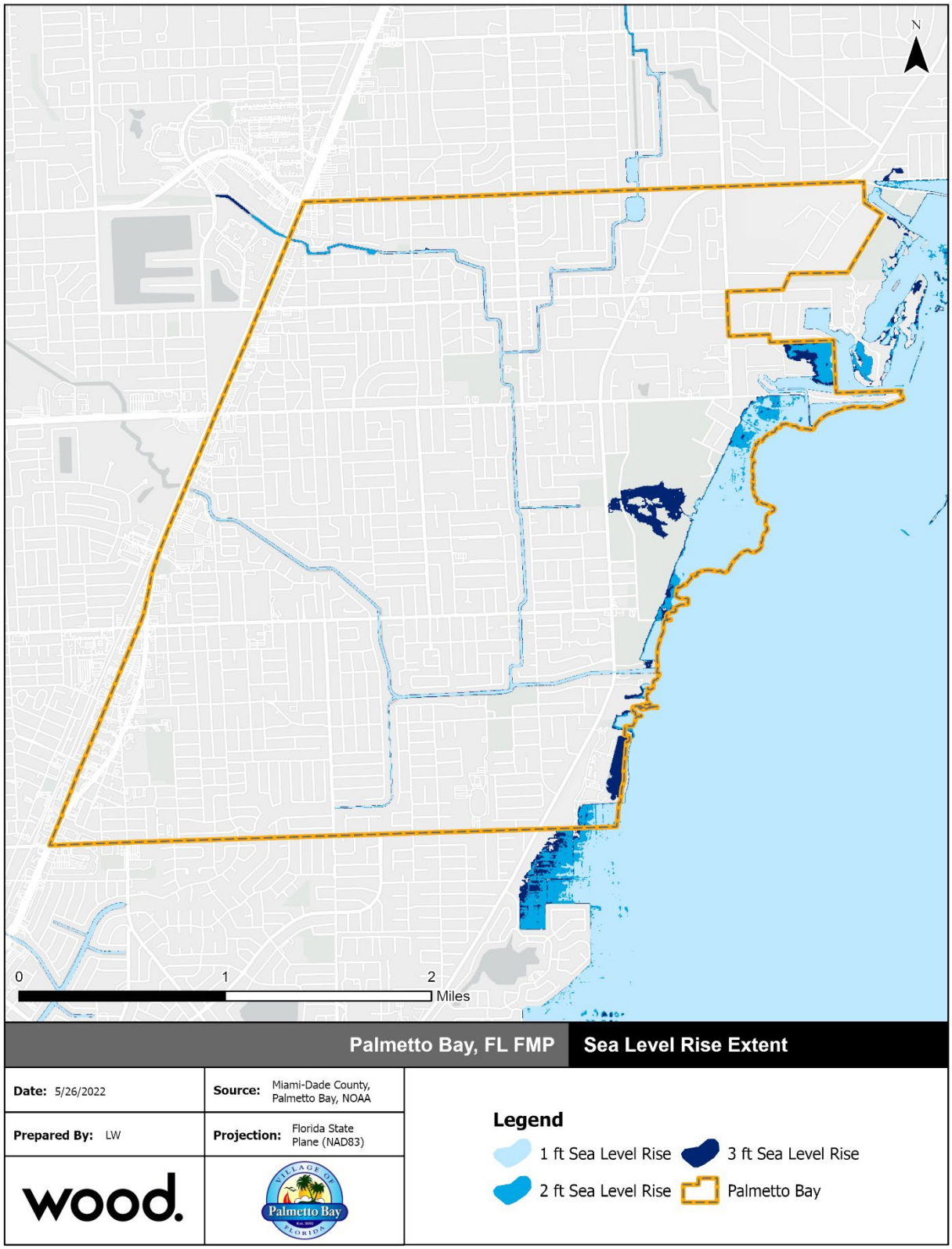


Source: USGS Coastal Change Hazards Portal, Coastal Vulnerability Index, https://marine.usgs.gov/coastalchangehazardsportal/

Extent

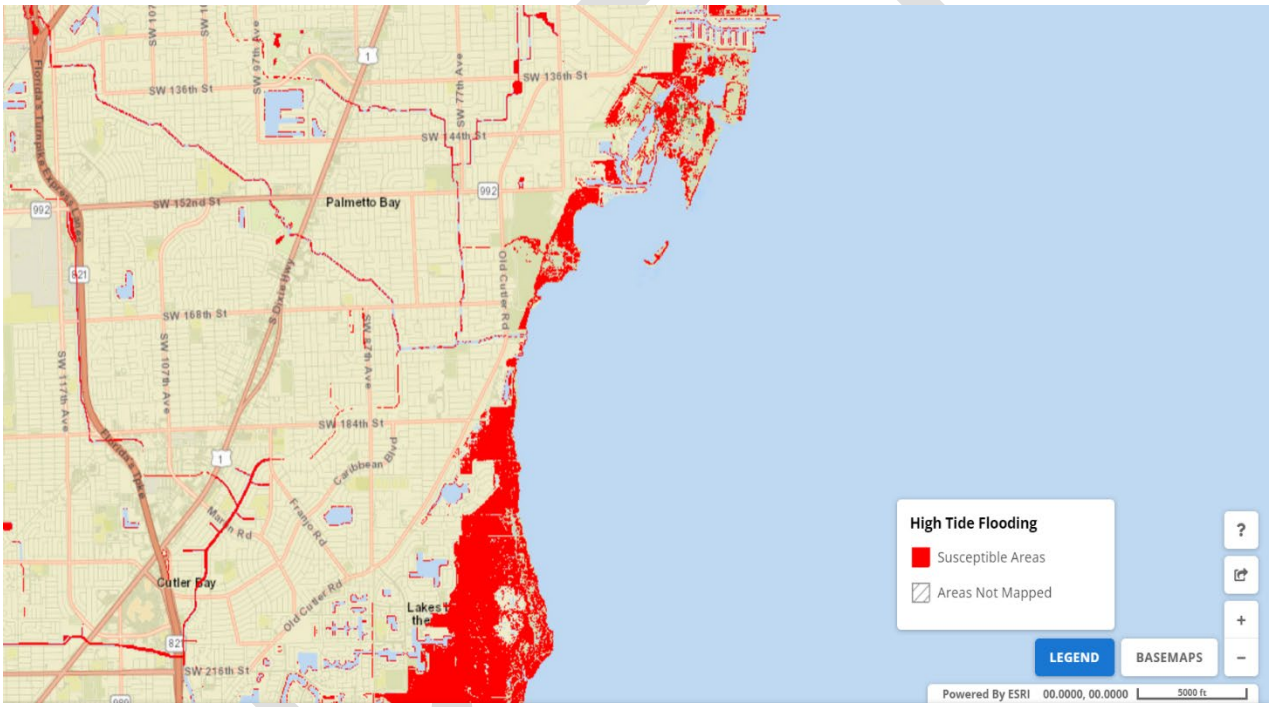
The effects of climate change, such as changes in the frequency and intensity of extreme precipitation events, will affect the entire planning area. Sea level rise can occur anywhere along the coast in Palmetto Bay and may have direct localized impacts, such as inundation of land and property, as well as broader indirect impacts, such as interruption of transportation networks or other infrastructure. Sea level rise is generally measured by the number of feet of relative rise and the areas that such rise would inundate. The estimated impacts of 1-foot, 2-foot, and 3-foot, sea level rise are shown in Figure 4.38 according to data from the NOAA Sea Level Rise viewer. This map of estimated sea level rise shows inundation above mean higher high water (the average of each day's higher high tide line). Sea level rise will likely affect coastal marsh lands as well as land along rivers, canals, and their tributaries. In addition to inundation of low-lying lands, sea level rise will likely increase future risk of flooding from the other flood hazards discussed later in this plan, as more land will have a lower elevation relative to sea level.

Figure 4.38 – Extent of Sea Level Rise



Sea level rise is a slow onset hazard, and because the full extent of anticipated sea level rise has not yet been realized, the effects of sea level rise have not yet been fully felt. However, sea level rise has already begun to cause "clear sky" or "nuisance" flooding, which is brought on by high tidewaters rather than storm or rain events. Tidal flooding causes temporary inundation of low-lying areas during high-tide events. While tidal flooding is not caused by sea level rise itself, a 2015 tidal flooding report published by NOAA notes that tidal flood rates are steadily increasing, and daily highest tides surpass fixed elevations increasingly frequently, due in part to sea level rise. According to NOAA, annual occurrences of high tide flooding have increased 5- to 10-fold since the 1960s. Sea level rise may cause flooding to occur more frequently and last for longer durations of time. Climate Central's Surging Seas Risk Finder data will be very useful to the Village while planning for sea level rise. As sea level continues to rise, tidal flooding will continue to occur more frequently and over a greater inland area. Figure 4.39 shows areas in Palmetto Bay that are susceptible to high tide flooding as defined by NOAA based on derived national flood thresholds from NOAA Technical Report NOS CO-OPS 086: Patterns and Projections of High Tide Flooding along the U.S. Coastline Using a Common Impact Threshold.

Figure 4.39 – Areas Susceptible to High Tide Flooding, Palmetto Bay, FL



Source: NOAA Coastal Flood Exposure Mapper, https://coast.noaa.gov/digitalcoast/tools/flood-exposure.html

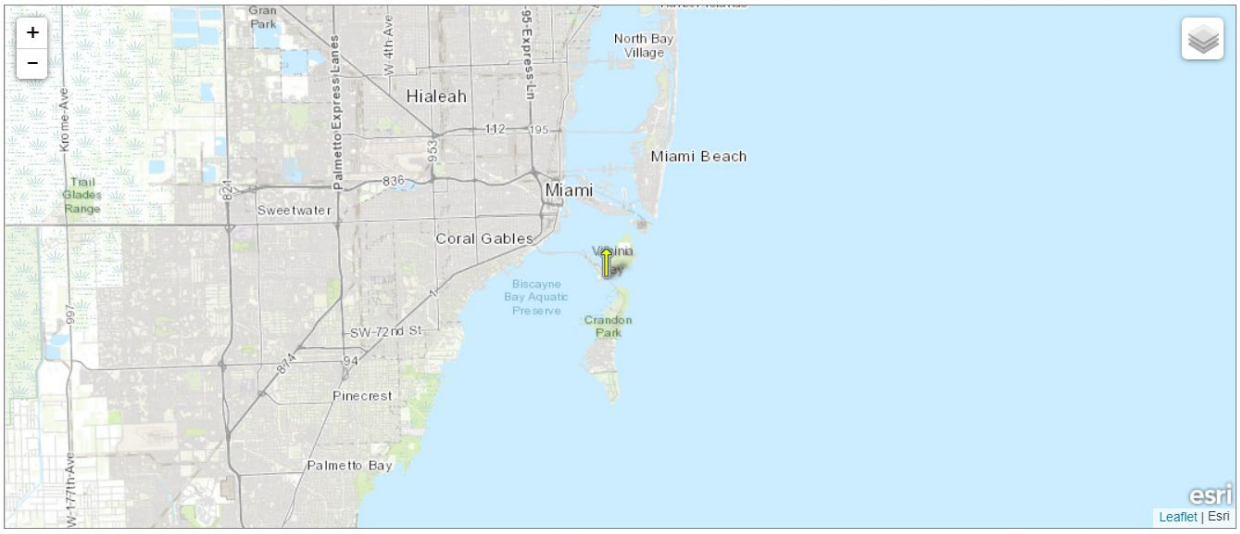
Impact: 2 – Limited

Past Occurrences

The rate of sea level rise has varied throughout geologic history, and studies have shown that global temperature and sea level are strongly correlated. Historic trends in local mean sea level (MSL) are best determined from tide gauge records. The Center for Operational Oceanographic Products and Services (CO-OPS) has been measuring sea level for over 150 years, with tide stations operating on all U.S. coasts. Changes in MSL, either a sea level rise or sea level fall, have been computed at 128 long-term water level stations using a minimum span of 30 years of observations at each location. These measurements have been averaged by month to remove the effect of higher frequency phenomena (e.g. storm surge) in order to compute an accurate linear sea level trend.

Figure 4.40 illustrates regional trends in sea level from NOAA. At the Virginia Key, FL station (indicated by the yellow arrow just south of the City of Miami), the relative sea level trend is 3.00 mm/year with a 95% confidence interval of +/- 0.21 mm/year based on monthly mean sea level data from 1931 to 2021 which is equivalent to a change of 0.98 feet in 100 years.

Figure 4.40 – Sea Level Trends, Miami-Dade County, FL



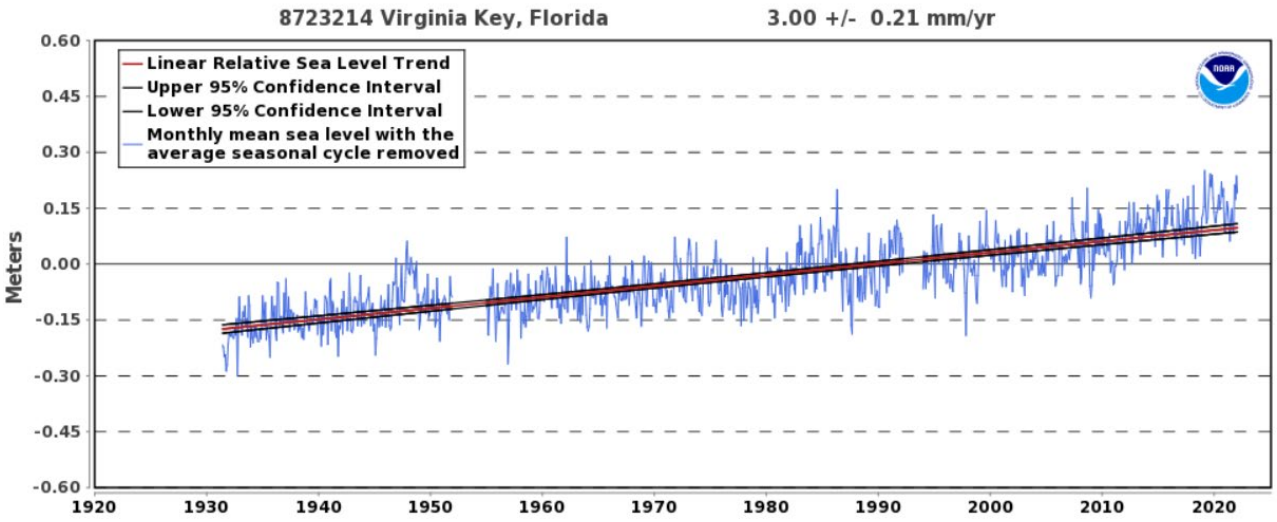
The map above illustrates relative sea level trends , with arrows representing the direction and magnitude of change. Click on an arrow to access additional information about that station.



Source: https://tidesandcurrents.noaa.gov/sltrends/sltrends.html

Figure 4.41Figure 4.41 shows the monthly mean sea level at NOAA's Virginia Key, FL station without the regular seasonal fluctuations due to coastal ocean temperatures, salinities, winds, atmospheric pressures, and ocean currents. The long-term linear trend is also shown, including its 95% confidence interval. The plotted values are relative to the most recent Mean Sea Level datum established by CO-OPS.

Figure 4.41 – Mean Sea Level Trend for Virginia Key, FL



Source: NOAA Tides & Currents, Sea Level Trends, May 2022

The data above relies on a linear trend over more than a decade. As such, the trend misses subtle variations and especially larger increases as climate change and CO2 levels have increased in recent years. The Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection points out that there has been an increase in sea level above linear trends, especially in the last decade. Recent analyses of tide gauge records acquired along the United States Atlantic coast indicate year-to-year acceleration in the rate of sea level rise. A 2017 study conducted by Valle-Levinson et al., *Spatial and temporal variability of sea level rise hot spots over the eastern United States,* found that during 2010-2015, accelerated sea level rise at rates five times the global average was observed between Key West and Cape Hatteras, and is attributed to the warming of the Florida Current. Another study by Shimon Wdowinski, *Coherent spatio-temporal variations in the rate of sea level rise along the US Atlantic and Gulf coasts,* analyzed the Virginia Key tide gauge record (near Miami, just north of Palmetto Bay) and found a significant acceleration in the rate of sea level rise since 2006. The average rate of regional sea level rise since 2006 was 9±4 millimeters per year, significantly higher than the global average rate, which has been estimated to be in the range of 4-5 millimeters per year for the post-2006 period.

Probability of Future Occurrence

The Earth's changing climate will continue to drive nonlinear trends in sea level that deviate from historic trends. This is especially pertinent in the coastal communities of South Florida on the frontlines of climate change and sea level rise.

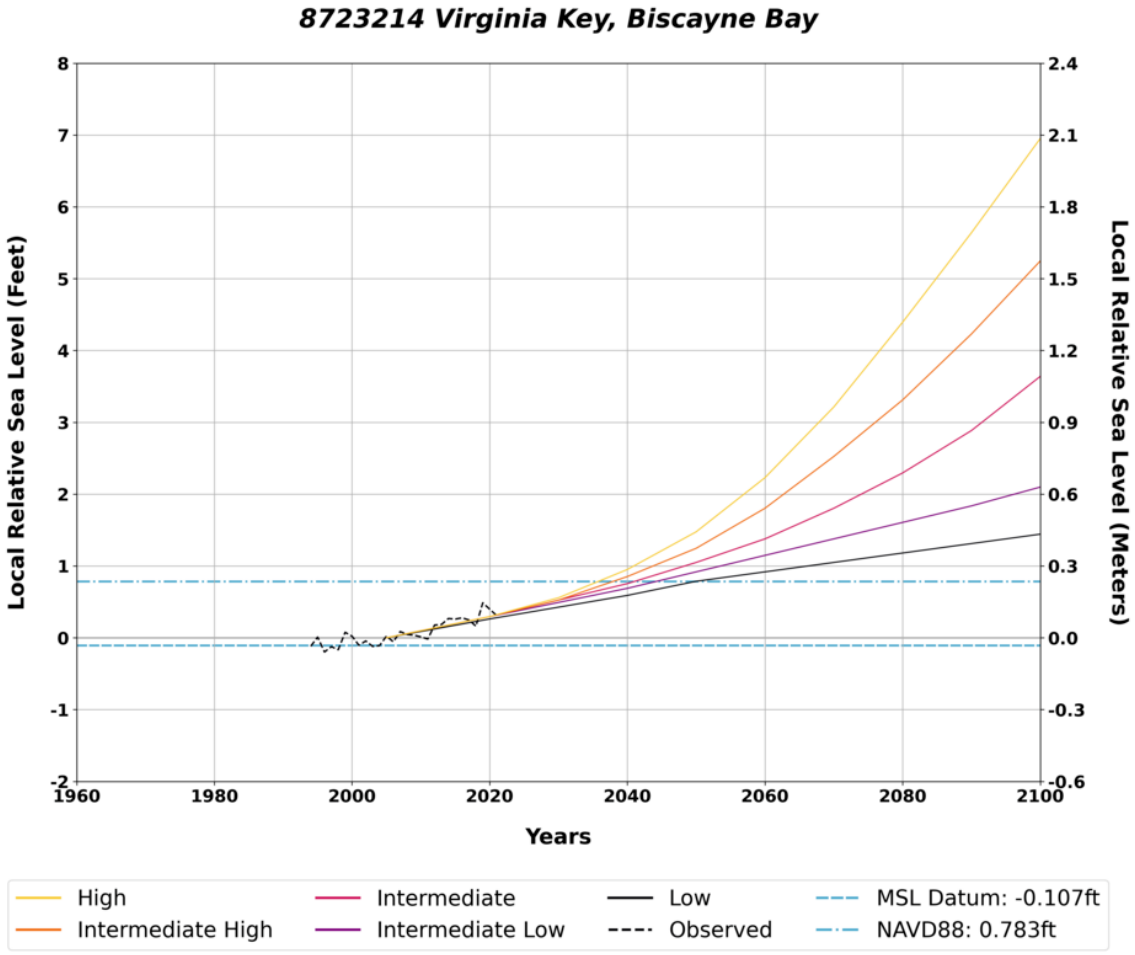
Figure 4.42 shows regionalized sea level rise scenarios for the Virginia Key, Biscayne Bay tide station, indicating the range in sea level rise that may occur. The figure shows the station's annual mean sea level since 1960 and five regionalized sea level rise scenarios plotted relative to a 1996-2014 baseline period, with the year 2005 as the 'zero' for the figure. The projections were released in 2022 by a U.S. interagency task force in preparation for the Fifth National Climate Assessment. Using the intermediate scenario, projects for the Palmetto Bay area are as follow:

- **Short term:** by 2040, sea level in the region is projected to rise almost 0.3 meters (11.4 inches)
- **Medium term:** by 2070 sea level in the region is projected to rise almost 0.55 meters (21.7 inches)
- **Long term:** by 2100 sea level in the region is projected to rise almost 1.1 meters (43.3 inches)

While the degree of future rise is uncertain, sea level has already risen and it is important to understand that sea level rise is not a singular event but an ongoing trend. Some amount of continued sea level rise is highly likely.

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Figure 4.42 – Regional Sea Level Scenarios at Virginia Key, FL Station



Source: NOAA Tides & Currents, Sea Level Trends, May 2022

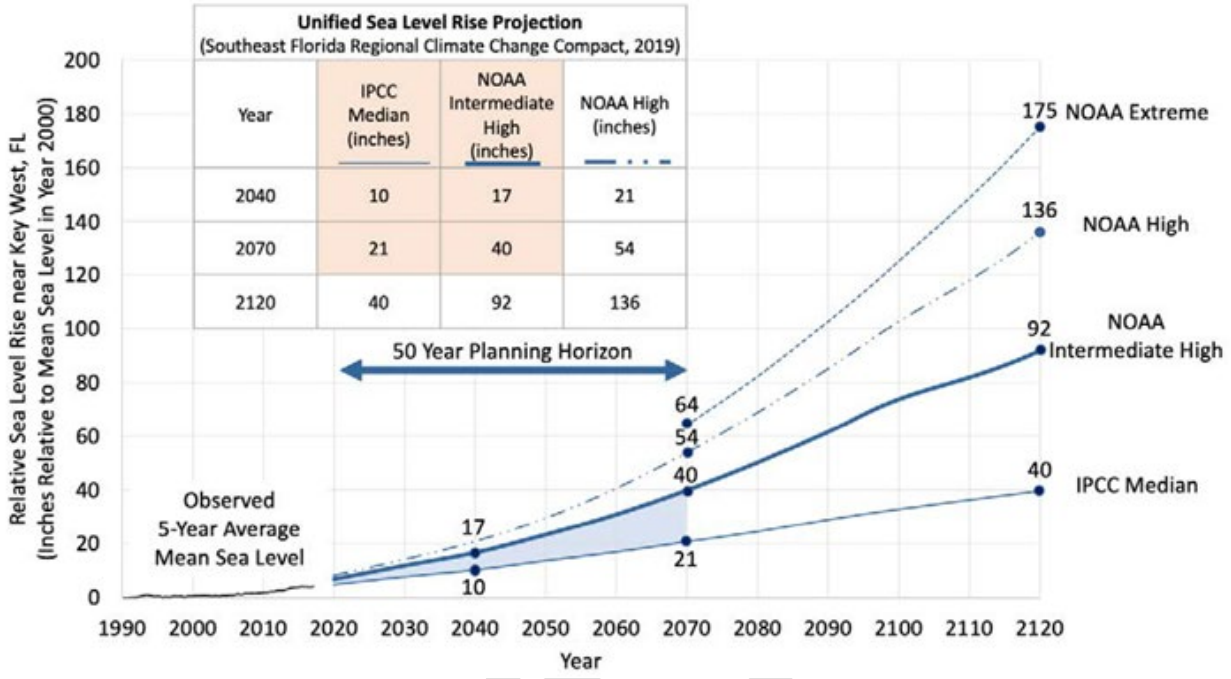
Probability: 4 – Highly Likely

The South Florida Regional Climate Change Compact's 2019 Unified Sea Level Rise Projection document was created to unify the diversity of local sea level rise projections into a single, unified projection to ensure consistency in adaptation planning, policy, and infrastructure and siting design in the South Florida region.

This report used projections from three global curves adapted for regional application: the median of the IPCC AR5 RCP 8.5 scenario as the lowest boundary, the NOAA Intermediate High Curve as the upper boundary for short term use (until 2070) and the NOAA High Curve as the upper boundary for medium and long-term use. Figure 4.43 below shows these projections. The IPCC median curve represents the most likely average sea level before 2070; sea level is rise is unlikely to exceed the NOAA Intermediate High curve by 2100.

It should be noted that the figure below uses data from the Key West station, which varies from the values shown in Figure 4.42 which uses station data closer to the Palmetto Bay area and the most recent climate data from NOAA.

Figure 4.43 – South Florida Unified Sea Level Rise Projections



Source: Southeast Florida Regional Climate Change Compact, Southeast Florida Climate Indicators 2020 Update

The projection is an important complement to a vulnerability assessment in order to inform the user of the potential magnitude and extent of sea level rise now and into the future using various scenarios with associated timelines. In making infrastructure siting decisions, users must consider the nature, value, interconnectedness, and lifespan of existing and proposed infrastructure. The following summarizes the Unified Projection's recommendations for application of the three curves:

- **IPCC Median Curve:** The lower bound of the projection; can be applied to most infrastructure projects before 2070 or whose failure would result in limited consequence to others.
- **NOAA Intermediate High Curve:** Consider designing to this curve for projects in need of a greater factor of safety; this includes projects with a design life beyond 50 years.
- **NOAA High Curve:** Existing and proposed critical infrastructure should be elevated using this curve; projects that are not easily replaceable, have a long design life, and are interdependent with other infrastructure or services are included in this application.

Climate Change and Future Conditions

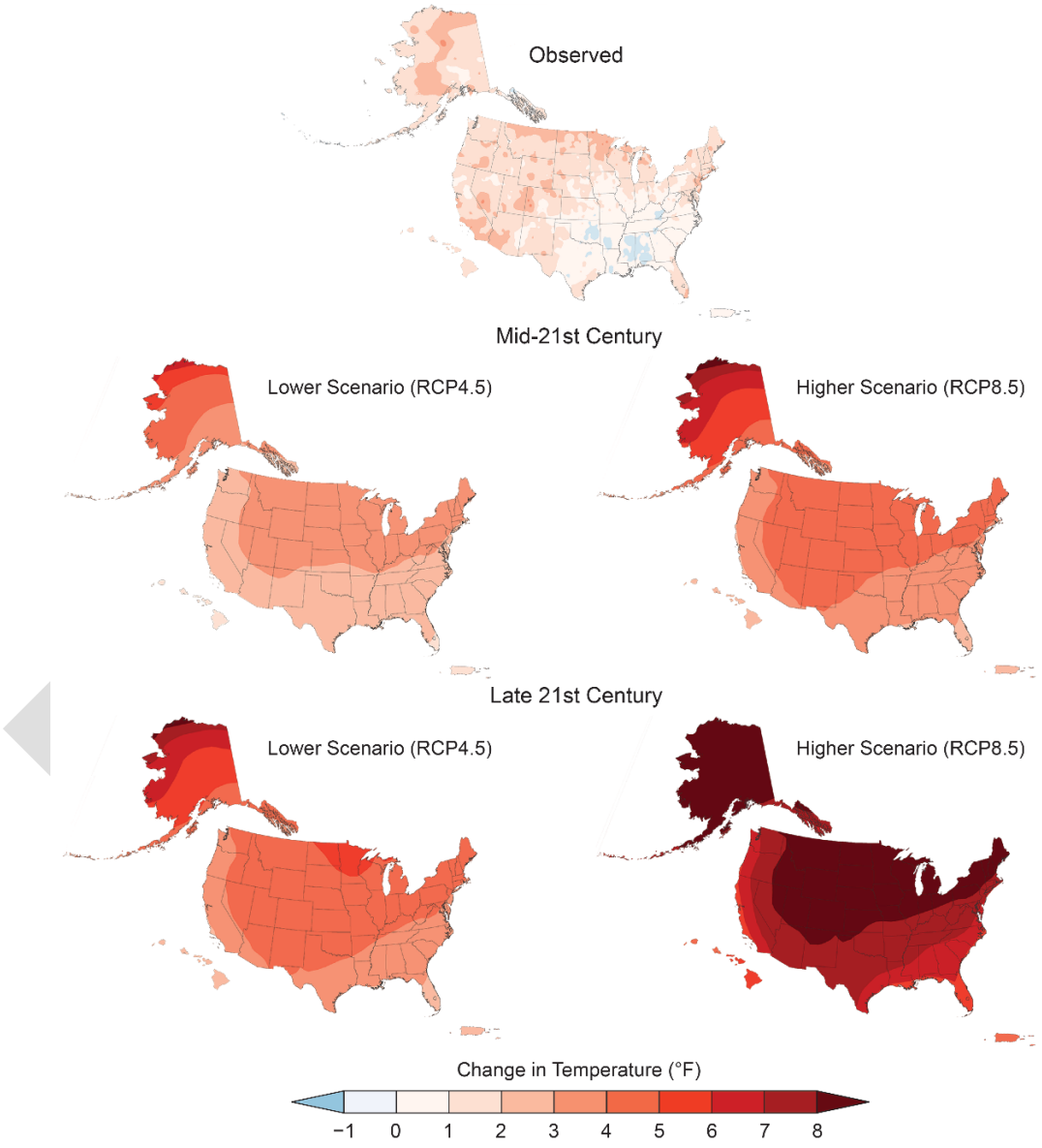
Sea level rise is a direct result of global climate change. Estimates for sea level rise are based on projected greenhouse gas emission levels and their associated impacts on global temperature change. As such, these projections contain substantial variability but are nonetheless important to consider when planning for coastal areas because they indicate where flooding can be expected should actual sea level rise meet estimated levels.

Climate change and sea level rise are expected to make other types of coastal flooding more frequent and extreme. Per the Fourth National Climate Assessment, many Southeast cities are projected to experience more than 30 days of high tide flooding by 2050, regardless of the emissions scenario that occurs. Higher emissions scenarios are associated with greater amounts of sea level rise.

Per the Fourth National Climate Assessment, average temperature over the contiguous United States has risen by 1.2°F over the last few decades and by 1.8°F since 1901. Additional increases in annual average

temperature of about 2.5°F are expected over the next few decades regardless of future emissions, and increases ranging from 3°F to 12°F are expected by the end of century depending on emissions scenario. Figure 4.44 below illustrates observed temperature change from 1986–2016 (relative to 1901–1960) as well as projected temperature change by mid-century (2036–2065) and end of century (2070–2099) relative to near present averages (1986–2015). South Florida may experience an increase of up to 3-4°F by mid-century and up to 6-7°F by the end of the century. The degree of temperature change will in part determine the severity with which sea level rise occurs.

Figure 4.44 – Observed and Projected Temperature Change in the United States



Source: Fourth National Climate Assessment

Vulnerability Assessment

Vulnerability – Medium

Palmetto Bay is vulnerable to many of the potential impacts of climate change, including sea level rise. This vulnerability assessment focuses on asset exposure and potential losses to sea level rise. The reader should refer to the other hazard profiles for the current exposure and risk to these hazards with the perspective that climate change has the potential to exacerbate the existing risk and vulnerabilities. The "Climate Change and Future Conditions" section in each hazard profile includes a discussion of how climate change may impact other flood hazards. The potential impacts of climate change include increased flooding frequency, potential damage to critical infrastructure, and increasing public costs associated with flood insurance claims, infrastructure repair and maintenance, environmental impacts and increased costs associated with emergency management efforts.

Estimates of the impact of 1-foot, 2-foot, and 3-foot Sea Level Rise (SLR) are shown in Figure 4.38. Sea level rise is likely to affect the canal system throughout the Village and coastline bordering Biscayne Bay.

Property

An estimate of affected property by occupancy type and sea level rise extent is summarized in Table 4.39. The categories are cumulative, such that the estimates for 3-foot SLR include all property also exposed to 1-foot and 2-foot SLR.

Table 4.39 – Property Exposure to Sea Level Rise

Occupancy	Estimated Parcel Count	Structure Value	Estimated Content Value	Total Value
1-Foot SLR	**1**	**$4,271,780**	**$2,135,890**	**$6,407,670**
Agriculture	0	$0	$0	$0
Commercial	0	$0	$0	$0
Education	0	$0	$0	$0
Government	0	$0	$0	$0
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	1	$4,271,780	$2,135,890	$6,407,670
2-Foot SLR	**30**	**$21,846,372**	**$10,923,186**	**$32,769,558**
Agriculture	0	$0	$0	$0
Commercial	0	$0	$0	$0
Education	0	$0	$0	$0
Government	0	$0	$0	$0
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	30	$21,846,372	$10,923,186	$32,769,558
3-Foot SLR	**54**	**$97,524,206**	**$75,987,103**	**$173,511,309**
Agriculture	0	$0	$0	$0
Commercial	2	$54,450,000	$54,450,000	$108,900,000
Education	0	$0	$0	$0
Government	0	$0	$0	$0
Industrial	0	$0	$0	$0
Religious	0	$0	$0	$0
Residential	52	$43,074,206	$21,537,103	$64,611,309

Source: NOAA; Palmetto Bay Parcel Data, 2021

People

Sea level rise will lead to increased flooding and the associated harms to humans, such as illness, or injury or death from driving into flooded waters and drowning.

People at risk to sea level rise was estimated based on the exposure of residential property and the U.S. Census Bureau's average household size estimate for the Village of Palmetto Bay of 3.12 persons per household. The resulting estimated population at risk to 1-foot, 2-foot, and 3-foot SLR is summarized in Table 4.40.

Table 4.40 – Estimated People at Risk to Sea Level Rise

Sea Level Rise Extent	Residential Property Count	People at Risk
1-foot	1	3
2-foot	30	94
3-foot	54	169

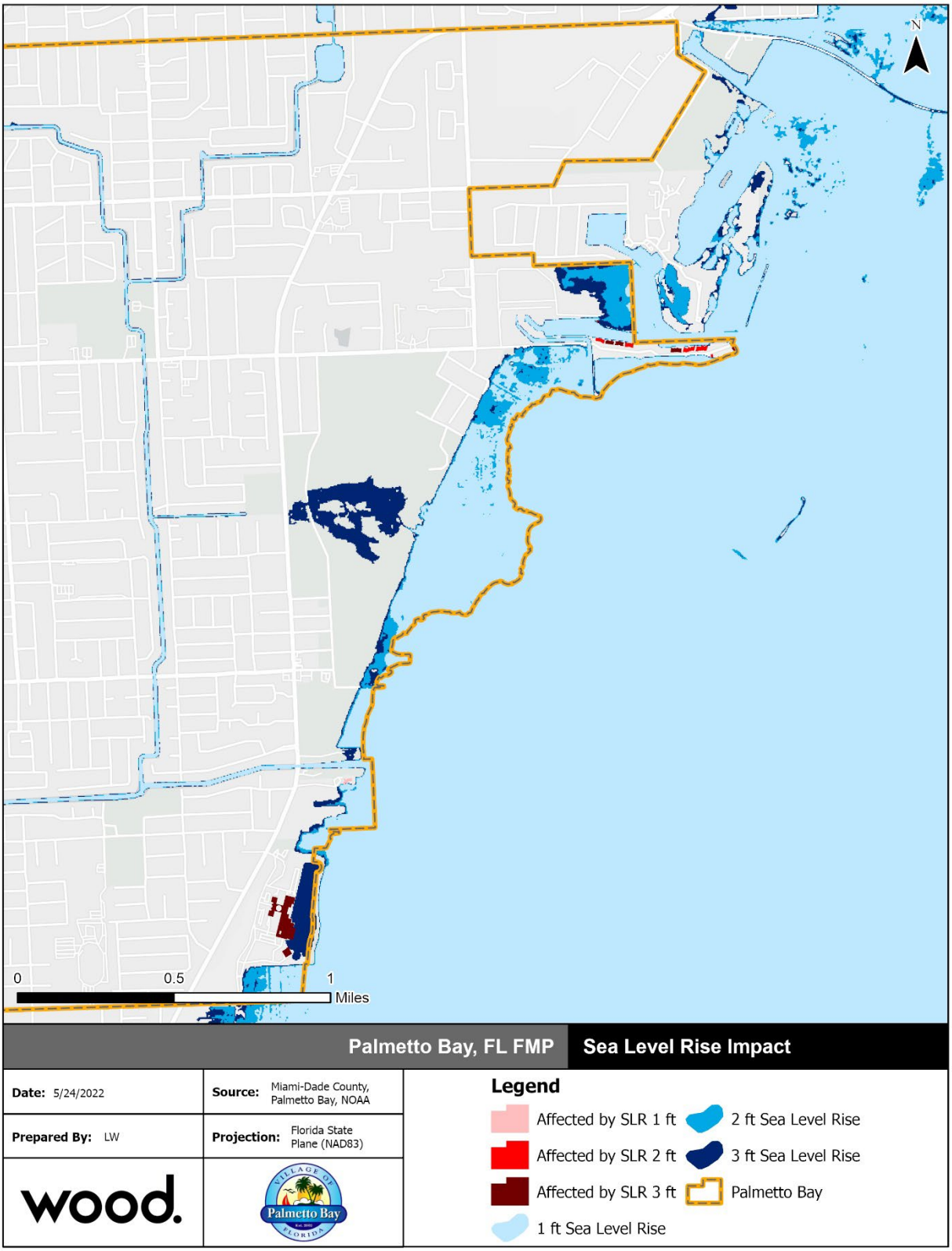
Source: American Community Survey 2016-2020 5-Year Estimates; Village of Palmetto Bay parcel data, 2021

Critical Facilities

There are no critical facilities located in areas that are vulnerable to direct impacts from sea level rise.

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Figure 4.45 – Estimated Impact of SLR on Property



4.4.6 Stormwater/Localized Flooding

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Stormwater/Localized Flooding	Highly Likely	Limited	Small	6 to 12 hours	Less than 24 hours	2.8

Hazard Description

Localized stormwater flooding can occur throughout the Village of Palmetto Bay. Localized stormwater flooding occurs when heavy rainfall and an accumulation of runoff overburden the stormwater drainage system. Localized stormwater flooding in Palmetto Bay can be attributed to its generally flat topography, abundance of water features, and the large amount of developed and impervious land, which limits ground absorption and increases surface water runoff.

Localized flooding may be caused by the following issues:

- **Inadequate Capacity –** An undersized/under capacity pipe system can cause water to back-up behind a structure which can lead to areas of ponded water and/or overtopping of banks.
- **Clogged Inlets** – Debris covering the asphalt apron and the top of grate at catch basin inlets may contribute to an inadequate flow of stormwater into the system. Debris within the basin itself may also reduce the efficiency of the system by reducing the carrying capacity.
- **Blocked Drainage Outfalls** – Debris blockage or structural damage at drainage outfalls may prevent the system from discharging runoff, which may lead to a back-up of stormwater within the system.
- **Improper Grade** – Poorly graded asphalt around catch basin inlets may prevent stormwater from entering the catch basin as designed. Areas of settled asphalt may create low spots within the roadway that allow for areas of ponded water.

Localized flooding can result from smaller rain events, and it typically occurs with little warning. Although the flooding may drain quickly, it can still amount to significant damages. While it may not impact as large an area or produce the damaging wave energy of coastal flooding, it is, nonetheless, a chronic problem. Repetitive losses caused by localized flooding can add up.

Warning Time: 3 – 6 to 12 hours

Duration: 3 – Less than 24 hours

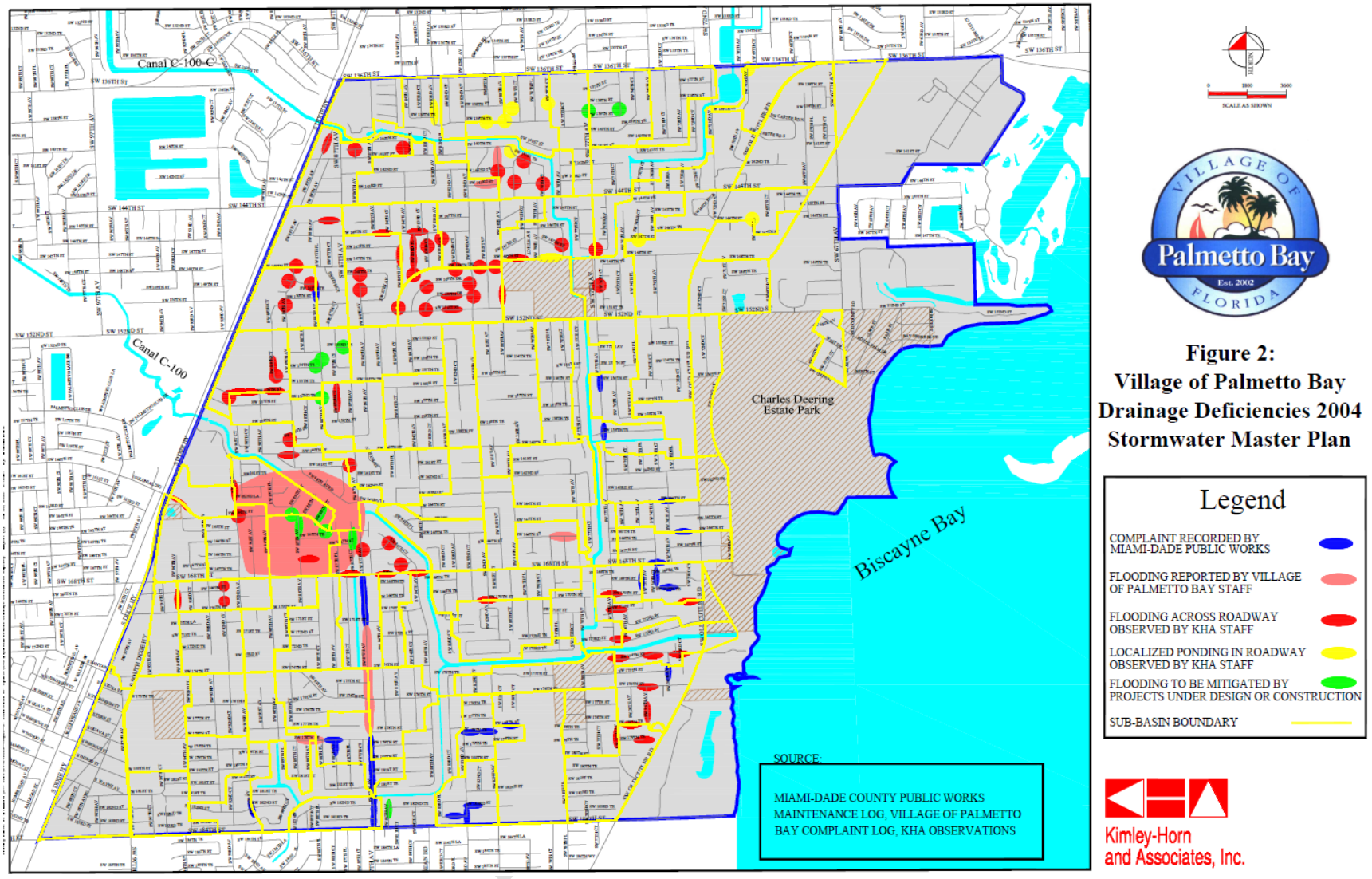
Locations

Areas of localized flooding identified by Palmetto Bay are shown in Figure 4.46 on the following page. While individual instances of stormwater flooding may affect only a very small area, localized flooding has been identified in many of the sub-basins throughout the Village limits.

Spatial Extent: 2 – Small

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Figure 4.46 – Localized Flooding Locations



Source: Village of Palmetto Bay, 2004

Extent

The severity of localized stormwater flooding is generally linked to the flood depth, velocity, and how rapidly it occurs. However, unlike with the mapped floodplain, there is limited data on flood depths and recurrence intervals for localized flooding because it is highly variable based on stormwater system maintenance, development and runoff management, recent weather patterns, and each rain event.

Impact: 2 – Limited

Past Occurrences

Table 4.41 shows detail for flash flood events reported by the NCEI since 1997 for Miami-Dade County.

Table 4.41 – NCEI Flash Flooding Events in Miami-Dade County (January 1997 – January 2022)

Location	Date	Event Type	Injuries/Deaths	Property Damage	Crop Damage
KENDELL DR AREA	4/26/1997	Flash Flood	0/0	$0	$0
FLORIDA CITY	9/16/1998	Flash Flood	0/0	$0	$0
NORTHEAST PORTION	6/8/1999	Flash Flood	0/0	$50,000	$0
EAST PORTION	10/15/1999	Flash Flood	0/0	$100M	$200M
MIAMI	4/14/2000	Flash Flood	0/0	$10,000	$0
MIAMI	5/31/2000	Flash Flood	0/0	$5,000	$0
NORTH MIAMI	12/9/2002	Flash Flood	0/0	$50,000	$0
KENDALL	9/28/2004	Flash Flood	0/0	$50,000	$0
NORTH MIAMI BEACH	5/20/2007	Flash Flood	0/0	$5,000	$0
MIAMI BEACH	5/20/2007	Flash Flood	0/0	$0	$0
MIAMI	5/20/2007	Flash Flood	0/0	$0	$0
SOUTH MIAMI	7/5/2007	Flash Flood	0/0	$0	$0
BISCAYNE BAY ARPT	10/4/2008	Flash Flood	0/0	$1,000	$0
OJUS	10/9/2008	Flash Flood	0/0	$10,000	$0
BISCAYNE PARK	6/5/2009	Flash Flood	0/0	$50,000	$0
(MIA)MIAMI INTL	12/17/2009	Flash Flood	0/0	$50,000	$0
MIAMI BEACH	6/4/2010	Flash Flood	0/0	$1,000	$0
HOMESTEAD	10/8/2011	Flash Flood	0/0	$0	$0
GOULDS	10/30/2011	Flash Flood	0/0	$100,000	$0
HIALEAH GARDENS	5/22/2012	Flash Flood	0/0	$0	$0
HIALEAH GARDENS	5/22/2012	Flash Flood	0/0	$75,000	$0
WEST MIAMI	4/30/2013	Flash Flood	0/0	$1,000	$0
NORTH MIAMI BEACH	6/7/2013	Flash Flood	0/0	$0	$0
MIAMI BEACH	7/18/2013	Flash Flood	0/0	$5,000	$0
SOUTH MIAMI	10/2/2013	Flash Flood	0/0	$5,000	$0
LEMON CITY	2/28/2015	Flash Flood	0/0	$3,000	$0
PINEWOOD	12/4/2015	Flash Flood	0/0	$10,000	$0
MIAMI NEW TAMIAMI AR	12/5/2015	Flash Flood	0/0	$30,000	$0
(MIA)MIAMI INTL	6/2/2017	Flash Flood	0/0	$10,000	$0
MIAMI	8/2/2017	Flash Flood	0/0	$1M	$0
RICHMOND HGTS	8/15/2019	Flash Flood	0/0	$30,000	$0
BISCAYNE PARK	5/25/2020	Flash Flood	0/0	$1,000	$0
COCONUT GROVE	9/13/2020	Flash Flood	0/0	$0	$0
MIAMI SPGS	10/2/2020	Flash Flood	0/0	$0	$0
MIAMI NEW TAMIAMI AR	10/2/2020	Flash Flood	0/0	$0	$0
PALM SPGS NORTH	11/8/2020	Flash Flood	0/0	$0	$0
NORTH MIAMI	11/12/2020	Flash Flood	0/0	$0	$0
INDIAN CREEK	11/12/2020	Flash Flood	0/0	$0	$0

Location	Date	Event Type	Injuries/Deaths	Property Damage	Crop Damage
LEMON CITY	2/16/2021	Flash Flood	0/0	$0	$0
MIAMI BEACH	7/12/2021	Flash Flood	0/0	$0	$0
MIAMI BEACH	8/12/2021	Flash Flood	0/0	$1,000	$0
MIAMI	9/2/2021	Flash Flood	0/0	$0	$0
LEMON CITY	11/5/2021	Flash Flood	0/0	$10,000	$0
LEMON CITY	11/18/2021	Flash Flood	0/0	$15,000	$0
MIAMI BEACH	11/18/2021	Flash Flood	0/0	$10,000	$0
MIAMI	1/11/2022	Flash Flood	0/0	$0	$0
		Total	**0/0**	**$101,588,000**	**$200,000,000**

Source: NCEI Storm Events Database, May 2022

See Past Occurrences in Section 0 Flood (Coastal and Inland) for detailed descriptions of past stormwater flooding events.

Probability of Future Occurrence

Given the 46 flash flood events and 28 heavy rain events recorded in NCEI over a 26-year period, and the tidal influence on canal drainage resulting from heavy rainstorms, there is a near 100 percent chance of occurrence within any given year. Precipitation resulting from heavy rainstorms, including tropical storms and hurricanes, makes it highly likely that unmitigated areas will continue to experience localized flooding.

Probability: 4 – Highly Likely

Climate Change and Future Conditions

Climate change and sea level rise have the potential to affect localized flooding. As discussed in Section 4.4.3, according to the Fourth National Climate Assessment, the frequency and intensity of rainfall events is expected to increase across the U.S., and total precipitation amounts are expected to increase in the Southeast. These trends have not been clearly observed in South Florida; however, if they extend to the planning area, these changes may cause increases in localized flooding, as stormwater drainage systems designed for smaller flood volumes may become overwhelmed more frequently.

New development can also affect the occurrence of localized flooding. As greenfield areas are developed, impervious surface increases, putting additional strain on existing stormwater infrastructure. Incorporating low-impact development techniques and other on-site stormwater management, and designing those systems for greater stormwater volumes, can help to mitigate the impacts of new development.

The risk of localized flooding to future development can also be minimized by accurate recordkeeping of repetitive localized storm activity and an evaluation of local and regional drainage issues. Mitigating the root causes of the localized flooding or choosing not to develop in areas that often are subject to localized flooding will reduce future risks of losses due to this hazard. If new development does not incorporate adequate on-site stormwater management, not only will more property be exposed due to new construction, but an associated increase in impervious surface and reduction in flood storage areas could increase the vulnerability of existing property within these watersheds. This is especially true for sub-basins where localized flooding is already noted as a problem.

Vulnerability Assessment

Vulnerability – Medium

Property

Localized flooding occurs at various times throughout the year with several areas of primary concern to the Village. Localized flooding and ponding affect streets and property. Loss estimates for localized flooding cannot be created because the frequency and depth of localized flooding is unknown. However, all properties in an around the known localized flooding areas may be at risk of future flood damages.

4.5 Risk and Vulnerability Conclusions

4.5.1 Flood Hazards Profile Summary

Table 4.42 summarizes the results of the hazard profile for the Village of Palmetto Bay based on hazard identification data and input from the FMPC. For each hazard profiled within Section 3.9.1, this table includes the relative risk for the Village according to the results of the Priority Risk Index (PRI).

Table 4.42 – Summary of Flood Hazard Profile Results

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Coastal/Canal Bank Erosion	Likely	Minor	Negligible	More than 24 hrs	More than 1 week	1.9
Dam/Levee Failure	Unlikely	Limited	Negligible	Less than 6 hrs	Less than 1 week	1.8
Flood (Coastal and Inland)	Likely	Critical	Large	6 to 12 hours	Less than 1 week	3.2
Hurricane and Tropical Storm	Highly Likely	Critical	Large	More than 24 hrs	Less than 1 week	3.3
Sea Level Rise	Highly Likely	Limited	Small	More than 24 hrs	More than 1 week	2.9
Stormwater/ Localized Flooding	Highly Likely	Limited	Small	6 to 12 hours	Less than 24 hours	2.8

The results from the PRI have been classified into three categories based on the assigned risk value which are summarized in Table 4.43 below:

- **Low Risk** – Minimal potential impact. The occurrence and potential cost of damage to life and property is minimal.
- **Medium Risk** – Moderate potential impact. This ranking carries a moderate threat level to the general population and/or built environment. Here the potential damage is more isolated and less costly than a more widespread disaster.
- **High Risk** – Widespread potential impact. This ranking carries a high threat to the general population and/or built environment. The potential for damage is widespread.

Table 4.43 – Summary of Hazard Risk Classification

High Risk (≥3.0)	Hurricane and Tropical Storm Flood (Coastal and Inland)
Medium Risk (2.0 – 2.9)	Sea Level Rise Stormwater/Localized Flooding
Low Risk (< 2.0)	Coastal/Canal Bank Erosion Dam/Levee Failure

4.5.2 Assessment of Areas Likely to Flood

The following targeted areas are identified by the FMPC as areas likely to flood in the future.

Identified Area #1: SFHAs and 0.2%-Annual-Chance Floodplains

Approximately 55% of the Village of Palmetto Bay falls within the 1-percent-annual-chance floodplain in the 2009 Effective FIRMs. Currently the preliminary FIRM suggests the extent of the SFHA is much smaller, covering less than 20% of the Village, with much of the remaining area located in the 0.2%-annual-chance floodplain. Regardless, the SFHA and the moderate-risk 0.2%-annual-chance floodplain are likely to continue flooding in the future. Changes in floodplain development and future development within the

watershed in general as well as climate change-driven changes in rainfall probabilities and intensities may increase the size of the SFHAs in the future.

Identified Area #2: Areas of Localized Stormwater Flooding

Due to the planning area's relatively flat topography and the heavy precipitation that is expected to continue from thunderstorms, tropical storms, and hurricanes, with the potential for increasing intensity and frequency due to climate change, it is highly likely that underperforming drainage infrastructure and unmitigated properties will continue to experience localized flooding problems. An increase in impervious area due to future development could exacerbate localizing flooding issues unless measures are taken to reduce the volume of runoff. As noted in Section 4.4.6, increases in future flooding may occur in the drainage basins where localized flooding is already a noted problem if additional development and increases in impervious surface occur in these areas. Many of these areas are currently used for estate density residential. The future land use map indicates that more intense development could occur in the southwestern corner of the Village. Increases in density would also increase overall property exposure in these areas.

Identified Area #3: Repetitive Loss Areas

Repetitive loss properties have a greater need for flood protection. Repetitive loss can be attributed to development within the 100-year floodplain as well as localized stormwater flooding. As mentioned above, riverine flooding and localized stormwater flooding could increase in the future if measures are not taken to mitigate the effects of development, and coastal flooding is expected to impact as a result of sea level rise. Therefore, it is very likely that unmitigated repetitive loss properties will continue to flood in the future. Repetitive loss areas identified by the FMPC are shown in Figure 4.20.

4.5.3 Impact of Future Flooding

Changes in the watershed (particularly an increase in impervious area) could make these targeted areas even more likely to flood in the future. Palmetto Bay falls primarily within the Cutler Drain Canal basin, with a small footprint in the Coral Gables Canal basin, the Black Creek Canal basin, and the South Biscayne Bay basin.

The SFHA extends throughout Cutler Drain Canal basin and Coral Gables Canal basin and fills Palmetto Bay's area in South Biscayne Bay basin. Repetitive loss properties are also found in these three basins, and areas of localized stormwater flooding have only been identified within Cutler Drain Canal basin.

Based on the future land use map (discussed in further detail in Section 3.9), much of the Village's land within South Biscayne Bay basin and Coral Gables Canal basin is planned for parks, with some areas of estate density residential. Most of Palmetto Bay's land area in the Cutler Drain Canal basin is planned to remain as estate density residential, however there are some plans for increased density of development along the western edge of the Village. Some increases in development are planned within the Black Creek Canal basin, but these areas do not correspond with existing known flood risks.

New development or redevelopment, if it occurs in or near the SFHA or localized flooding areas, could also increase exposure of people and property to flood impacts. As discussed in Section 4.4.5, future flood conditions in these areas will also be impacted by climate change and sea level rise.

4.5.4 Health & Safety Consequence Analysis

Flooding poses a significant risk to life and safety, including the threat of injury or drowning during a flood event as well as numerous health risks during and after an event.

Public Health

In addition to the threat to life safety that people face during flood events, certain health hazards are also common. While such problems are often not reported, the following general types of health hazards may arise during and after floods:

- Floodwaters carry anything that was on the ground that the upstream runoff picked up, including dirt; oil; human and livestock waste; household, medical, and industrial hazardous waste; coal ash waste that can contain carcinogenic compounds; or lawn, farm and industrial chemicals. Pastures and areas where farm animals are kept or their wastes are stored can contribute polluted waters to the receiving streams.
- Flood-borne debris, including lumber, vehicles, or smaller sharp objects such as glass or metal fragments, can cause injury and subsequent infection.
- Floodwaters saturate the ground, which leads to infiltration into sanitary sewer lines. When wastewater treatment plants are flooded, there is nowhere for the sewage to flow. Infiltration and lack of treatment can lead to overloaded sewer lines that can back up into low-lying areas and homes. Even when it is diluted by flood waters, raw sewage can be a breeding ground for bacteria such as e.coli and other disease causing agents.
- Stagnant pools can become breeding grounds for mosquitoes and other disease vectors.
- Floodwaters can also displace insects, rodents, snakes, and other animals, potentially bringing them into contact with people. Animals can spread disease and can bite people and pets. They may also cause asthma or allergic reactions in some people.
- Wet areas of a building that have not been properly cleaned breed mold and mildew. Mold and mildew can pose a severe a health hazard, especially for small children and the elderly.
- Building utilities can harbor health hazards if not properly cleaned. When a furnace or air conditioner is turned on after a flood, the sediments left in the ducts are circulated throughout the building and breathed in by the occupants. If the Village water system loses pressure, a boil order may be issued to protect people and animals from contaminated water.
- Flooding can affect mental health due to trauma or stress. People can experience a long-term psychological impact of having been through a flood and seen their home damaged and personal belongings destroyed. The cost and labor needed to repair a flood-damaged home puts a severe strain on people, especially the unprepared and uninsured. There is also a long-term problem for those who know that their homes can be flooded again. The resulting stress on floodplain residents takes its toll in the form of aggravated physical and mental health problems.

Life Safety

Flood waters may prevent access to areas in need of response or to the critical facilities themselves which may prolong response time. The public must understand that they should never drive through flooded streets. The Centers for Disease Control and Prevention report that over half of flood-related drownings occur when a vehicle is driven into flood water, and the next highest percentage of deaths is due to people walking into or near flood waters. The National Weather Service warns that just 6 inches of fast-moving flood water can knock down an adult, 12 inches can carry away a small car, and 2 feet can carry away most vehicles. When someone drives through floodwaters, they put their life and the lives of first responders at risk. First responders are at risk when attempting to rescue people from floodwaters. They are subject to the same health hazards as the public and are more likely to be exposed to these hazards during their response efforts.

Residential, commercial, and public buildings, as well as critical infrastructure such as transportation, water, energy, and communication systems may be damaged or destroyed by flood waters. Floods can severely disrupt normal operations, especially when there is a loss of power. This can affect the operations of critical

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facilities, which affects response times. Loss of power also puts the public at risk. Downed power lines pose a serious hazard and should always be treated as if they are still energized. When a building loses power during a flood, electricity should be turned off and not used until the wiring can be inspected, to avoid risk of electrocution or fire. Ocean water and salt spray can be particularly damaging to electrical equipment due to the corrosive and conductive nature of the salt-water residue. Damage to electrical equipment can also result from exposure to flood waters contaminated with chemicals, sewage, oil, and other debris.

Warning and Evacuation

Palmetto Bay coordinates with Miami-Dade County Emergency Operations Center and the National Weather Service in issuing public warnings concerning expected floods and storms. As part of its Program for Public Information, the Village of Palmetto Bay also has flood response projects prepared and ready to disseminate for public education and outreach during and after a flood event. The messages in these flood response outreach projects are intended to protect public health and safety through education and awareness.

Severe flooding may require evacuation orders to protect the life and safety of Palmetto Bay residents and visitors. Residents and visitors should use US 1 and the Florida Turnpike for evacuation from flooding and hurricanes and tropical storms as is shown of Figure 4.47 on the following page.

Figure 4.48 depicts hurricane evacuation zones for Palmetto Bay. This figure utilizes a polygon set created by the county emergency management departments based on regional surge zones from a 2007-2010 statewide evacuation study initiated by FDEM.

Evacuation zones are correlated with storm surge planning zones. Palmetto Bay primarily falls within Zone A, B, and C. Zone A is at greatest risk for storm surge for Category 1 and higher storms. Zone B is at risk for storm surge for Category 2 and higher storms, and Zone C is at risk for storm surge for Category 3 and higher storms.

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Figure 4.47 – Evacuation Routes

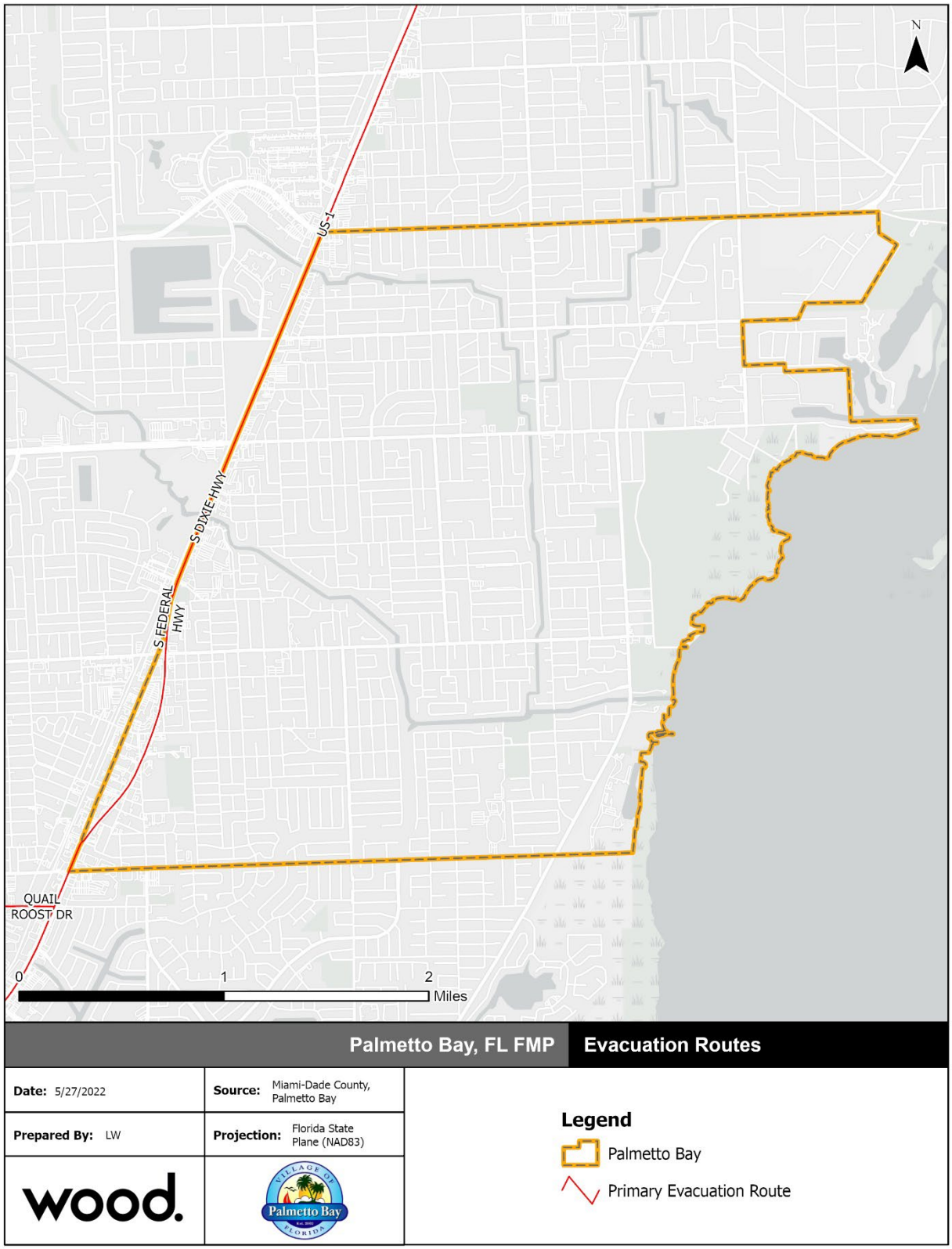
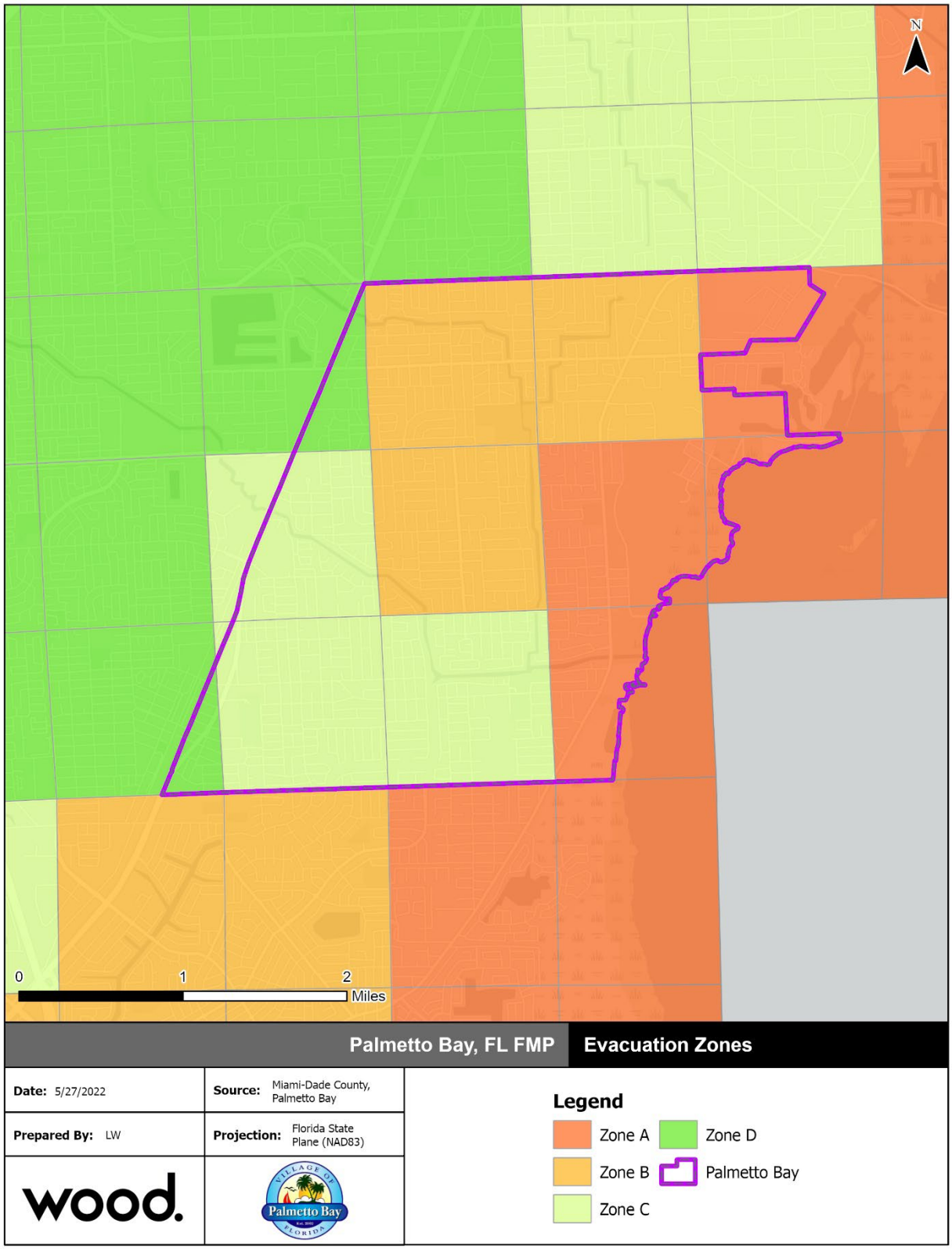


Figure 4.48 – Palmetto Bay Hurricane Evacuation Zones



Source: Miami-Dade County

5 Capability Assessment

This section provides a summary of the Village of Palmetto Bay's capability to implement flood mitigation projects and reduce flood hazard risk. The assessment reviews existing mitigation activities, policies, regulations, and plans that pertain to mitigation and can affect net vulnerability as well as administrative, technical and fiscal resources that may support mitigation project implementation. This section comprises the following subsections:

- 5.1 Regulatory Mitigation Capabilities
- 5.2 Administrative and Technical Mitigation Capabilities
- 5.3 Fiscal Mitigation Capabilities
- 5.4 Education and Outreach Capabilities

5.1 Regulatory Mitigation Capabilities

Table 5.1 lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place in the Village of Palmetto Bay. Additional details on key identified regulatory tools are provided below.

Table 5.1 – Regulatory Mitigation Capabilities

Regulatory Tool (ordinances, codes, plans)	In Place? Y/N	Comments
Comprehensive Plan	Y	Last updated February 2015
Land Use Plan	Y	Land use is regulated by the Village's Land Development Code
Zoning ordinance	Y	Chapter 30 of the Code of Ordinances; contains the Village's Land Development Code
Subdivision ordinance	Y	Part of Land Development Code; Sec. 30-80
Floodplain ordinance	Y	Part of Land Development Code; Sec. 30-100.6
Erosion, Sedimentation and Pollution Control ordinance	Y	Included in site plan review requirements; Sec. 30-30.5 (g) (2) (w)
Other special purpose ordinance (stormwater, growth management, wildfire)	Y	Stormwater utility established in Sec. 15-101
Building code	Y	Version: Florida Building Code 2020 7th Edition
BCEGS rating	Y	Rating: 3/3
Stormwater Management Program	Y	
Site Plan Review Requirements	Y	Part of Land Development Code; Sec. 30-30.5
Capital Improvements Plan	Y	
Economic Development Plan	N	
Local Emergency Operations Plan	Y	
Flood Insurance Study or Other Engineering Study for Streams	Y	FEMA 2009 FIS Report and 2021 Preliminary FIS Report; no local studies
Other special plans (i.e. Repetitive Loss Plan)	Y	Program for Public Information
Elevation certificates	Y	

Below is a summary of key regulatory tools in place in Palmetto Bay that already provide for flood risk reduction and/or could support the implementation of additional flood mitigation activities.

Comprehensive Plan

The Village of Palmetto Bay's Comprehensive Plan was developed in February 2015. The plan contains 11 elements, with goals, objectives, and policies identified within each element. While all elements of the plan can be relevant to hazard mitigation planning, several key elements include future land use, infrastructure,

coastal management, conservation, and capital improvements. Relevant objectives and/or policies in each of these elements are specified below:

- The coastal management element specifies objectives for coastal resource protection, flood protection, limitation of coastal high hazard area development, and post-disaster redevelopment and hazard mitigation. See Section 5.1.1 for more details on post-disaster mitigation policies.
- The conservation element includes a groundwater, drainage, and floodplain objective that specifies protection of the 100-year floodplain and natural drainage features in the Village. It also includes objectives for natural resources protection and wetlands protection, which may aid in flood risk reduction.
- The capital improvements element sets level of service standards for stormwater drainage and flood protection.

Land Development Code

The Land Development Code is part of the Village's Zoning Ordinance, found in Chapter 30 of the Code of Ordinances. The Land Development Code defines zoning districts and establishes development procedures and development standards. Development approval procedures include

Among the standards established by the Land Development Code are architectural standards, landscaping standards, green building requirements, parking standards, platting and subdivision requirements, and environmental regulations. The Land Development Code also includes site plan review requirements, which incorporate erosion and sedimentation control is incorporated into site plan review requirements in Sec. 30-30.5.

Floodplain Management Regulations

The Village of Palmetto Bay's Floodplain Management Regulations are part of the Land Development Code, found in Sec.30-100.6 of the Code of Ordinances. The Village has been a participant in the NFIP since February 2005 and has amended the floodplain management regulations several times, most recently in 2016.

The intent of this ordinance is to:

- Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- Minimize damage to public and private facilities and utilities;
- Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

In addition to meeting the NFIP's minimum standards, Palmetto Bay's floodplain management regulations include several higher regulatory standards, including a one-foot freeboard requirement as well as cumulative substantial damage and substantial improvements definitions. The Floodplain Management

Regulations were reviewed for the development of this FMP to assist in the identification of potential mitigations strategies and projects.

Flood Insurance Study (2009)

A Flood Insurance Study (FIS) dated September 2009 was prepared by FEMA for Miami-Dade County, Florida and Incorporated Areas which includes the Village of Palmetto Bay. The FIS and associated Flood Insurance Rate Maps (FIRMs) identify areas within Palmetto Bay that are subject to flooding from the 1%-annual-chance flood event. This information is used by Palmetto Bay to implement floodplain regulations as part of participation in the NFIP and to promote sound land use and floodplain development within the community. The FIS was used in the development of this FMP to identify FEMA flood hazard areas and to calculate the associated flood depths for the 1%-annual-chance flood event.

Preliminary Flood Insurance Study (2021)

FEMA issued a preliminary FIS for Miami-Dade County on February 25, 2021. The preliminary FIS and associated FIRMs were reviewed in developing the risk assessment for this FMP to identify changes from the current effective maps and understand what these changes mean for the application of the Village's floodplain management regulations that are based on the Special Flood Hazard Area delineated by FEMA.

The preliminary FIS and FIRMs show a substantial decrease in the area of the SFHA in Palmetto Bay, but a larger increase in the Shaded X Zone, which approximates the floodplain of the 0.2%-annual-chance flood event. To limit the extent of regulatory changes, the Village could consider revisions to the floodplain management regulations to establish flood damage prevention standards in the Shaded X Zone.

Florida Building Code (2020)

The Village of Palmetto Bay enforces the 2020 Florida Building Code which includes provisions for all buildings and structures constructed in whole or in part in a flood hazard area to be constructed in accordance with specific elevation requirements. The Florida Building Code also includes provisions for high-velocity hurricane zones to mitigate wind damage from hurricanes and other windstorms.

Miami-Dade County Local Mitigation Strategy (2018)

The Village of Palmetto Bay has adopted the 2018 Miami-Dade County Local Mitigation Strategy (LMS). The LMS includes flood mitigation related projects specific to the Village, including drainage improvements, stormwater pumps, erosion control, emergency response support, and building retrofits.

Detailed descriptions of these projects are included in Part 2 of the LMS. Goals from the Miami-Dade County LMS are as follows:

1) Reduce Miami-Dade's vulnerability to natural and man-made hazards
2) Minimize future losses from all hazard impacts by reducing the risk to people and property.
3) Implement mitigation projects that meet or exceed current codes.
4) Prevent flood related repetitive losses from natural disaster through education and regulation.
5) Promote and support the Community Rating System (CRS) for all communities in Miami-Dade.
6) Promote mitigation measures for critical facilities.
7) Provide whole community planning.

More detailed objectives were also developed to target ways to achieve each goal. The Miami-Dade County LMS was used in the development of this FMP to assist in the identification of potential mitigations strategies and projects.

Southeast Florida Regional Climate Action Plan 2.0 (2017)

The Southeast Florida Regional Climate Action Plan (RCAP) is a guiding tool for coordinated climate action in Southeast Florida to reduce greenhouse gas emissions and build climate resilience. It provides

recommendations for integrating climate resilience into existing decision-making systems, guidelines for implementation, and shared best practices that can be implemented through existing local and regional agencies, processes and organizations.

The RCAP was originally developed in 2012 and designed with a 5-year time horizon with the intent to update every five years. The RCAP 2.0, developed in 2017, reflects lessons learned and actions taken since 2012. RCAP 2.0 recommendations are provided by focus area to enable individuals to identify custom plans applicable to their capabilities and areas of interest and expertise. Recommendations are provided across the following focus areas:

- Agriculture
- Compact Coordination
- Energy and Fuel
- Natural Systems
- Public Health
- Public Outreach and Engagement
- Public Policy Advocacy
- Regional Economic Resilience
- Risk Reduction and Emergency Management
- Social Equity
- Sustainable Communities and Transportation
- Water

Some recommendations applicable to municipal resilience and risk reduction include:

1) Promote government conservation land acquisition
2) Promote coastal natural systems
3) Promote public awareness
4) Advance infrastructure standards
5) Establish equitable investment strategies
6) Identify at-risk populations and infrastructure
7) Prioritize transportation adaptation investments
8) Align plans with Coastal Construction Control Line
9) Engage with high-vulnerability populations
10) Partner with intermediary organizations
11) Integrate surface and groundwater impacts in planning
12) Improve stormwater management practices
13) Expand surface water storage
14) Encourage green infrastructure

The Southeast Florida Regional Climate Action Plan was used in the development of this FMP to assist in the risk assessment for sea level rise and the identification of potential mitigation strategies and projects.

Biscayne Bay Task Force Report and Recommendations (June 2020)

The Biscayne Bay Task Force was established by the Miami-Dade Board of County Commissioners to review prior studies, relevant data and evaluations, and management planning and policy documents related to Biscayne Bay and to receive recommendations related to the health and management of Biscayne Bay. This report summarizes key findings and recommendations to restore Biscayne Bay water quality. Recommendations are grouped under seven policy themes: water quality, governance, infrastructure, watershed habitat restoration and natural infrastructure, marine debris, education and outreach, and funding.

This report was used in the development and review of mitigation action alternatives.

5.1.1 Post-Disaster Mitigation Policies and Procedures

Palmetto Bay specifies post-disaster redevelopment and hazard mitigation as Objective 5.8 in the Comprehensive Plan, which states: "Coordinate with the Miami-Dade County Office of Emergency Management (OEM) to develop and implement post-disaster redevelopment and hazard mitigation plans that reduce or eliminate exposure of life and property to natural hazards towards the protection of health, safety, and welfare within the Village." Supporting policies are as follows:

- Policy 5.8.1 The Village will coordinate with existing resource protection plans through appropriate regulatory procedures.
- Policy 5.8.2 The Village shall enforce applicable recommendations of post disaster hazard mitigation plans required under Section 405 of the Disaster Relief Act of 1974.
- Policy 5.8.3 Long-term redevelopment following a major hurricane event shall be conducted in accordance with standards maintained by the Florida Department of Natural Resources.
- Policy 5.8.4 Participate in the preparation and adoption of a county-wide post disaster redevelopment plan that establishes an orderly process for reviewing private and public redevelopment proposals to restore the economic and social viability of the Village in a timely fashion.
- Policy 5.8.5 As opportunities arise, eliminate unsafe conditions and inappropriate uses in the Coastal High Hazard Area (CHHA) in accordance with recommendations in the post-disaster redevelopment plan.
- Policy 5.8.6 If rebuilt, structures with damage exceeding fifty percent (50%) of pre-storm market value shall be constructed to insure compliance with the most current version of the Florida Building Code.
- Policy 5.8.7 During post-disaster redevelopment, structures that suffer repeated damage to pilings, foundations, or load bearing walls shall be required to rebuild landward of their present location and/or be structurally modified to meet current building codes.
- Policy 5.8.8 Temporary building moratoriums may be declared in the Coastal High Hazard Area (CHHA) when fifty percent (50%) or more of the homes and businesses have been destroyed in order to assess impacts and feasibility of redevelopment.
- Policy 5.8.9 The Village of Palmetto Bay will coordinate with the State of Florida and Miami-Dade County to ensure that damaged infrastructure is replaced and/or improved concurrent with redevelopment.
- Policy 5.8.10 The Village shall identify properties recommended for acquisition after a named storm. The list of properties will not be published and will only be shared with FEMA and County officials associated with mitigation activities. The list of properties will only be used to contact willing sellers and offer mitigation

Palmetto Bay also falls under Miami-Dade County Emergency Management for post-disaster policies and procedures. The Miami-Dade guidance for post-disaster recovery is located in the Comprehensive Emergency Management Plan (CEMP). The CEMP outlines strategies, assumptions, operational goals and objectives and mechanisms through which Miami-Dade County will mobilize resources to assist all communities including Cutler Bay in response, recovery, and mitigation.

The policies and procedures are as follows:

- As disaster response evolves into recovery operations, a Recovery Task Force (RTF), compiled of representatives from County Departments, will work in conjunction to continue operational initiatives until the County and all communities have fully recovered.

- The RTF will work in coordination with the Recovery Manager to oversee the transition from ESFs EOC to Recovery Support Functions (RSFs) in the Recovery Operations Center (ROC).
- The Recovery Plan addresses policies that promote an expedited, all-hazards disaster recovery process among all stakeholders including public sector agencies and organizations; non-profit and faith-based organizations; municipal jurisdiction and independent districts including water control districts, fire districts, and school districts.
- Comprehensive community recovery addresses decision-making and functional operation within twelve Recovery Support Functions (RSFs). This Plan details the processes, structures, and systems to employ local, State, Federal, and private sector disaster resources in support of recovery operations.
- The transition from response activities to recovery may not be clear. The return to an evacuated area may be an extended period of time due to:
    1. Uninhabitable conditions – caused by lingering hazards, flooding or building collapse
    2. Lack of access or essential services – such as blocked roadways, lack of water, sewer, or electricity.
- Agencies responsible for recovery functions must be activated and ready to perform assigned functions before the response phase is finished. There is a marked difference in the action required during the initial or short-term recovery phase, and the extended or long-term recovery phase. The different phases occur simultaneously throughout the community.
- The RTF will authorize policy level decisions and resources beyond normal internal capabilities. The RTF will also determine when to elevate decisions to the County Mayor that needs to be reviewed by the Board of County Commissioners. The RTF may consist of, but not be limited to the following members and/or their designees:
    - County Mayor's Chief of Staff
    - Deputy Mayor for Regulatory and Economic Resources
    - Deputy Mayor for Finance and Internal Support
    - Deputy Mayor for Health, Social Services and Public Safety
    - Deputy Mayor for Public Infrastructure and Services
    - Miami-Dade County Office of Emergency Management Director
    - County Attorney
    - Director of Water and Sewer
    - Director of Transportation and Public Works
    - Director of Seaport
    - Director of Aviation
    - Health Administrator for DOH Miami-Dade
    - Director of the Metropolitan Planning Organization
- Recovery activities will require continued coordination even after the EOC deactivates. Based on this the Emergency Management Director may request that one or more RSFs be activated to coordinate their activities through the ROC.
- This center is activated following the deactivation of the EOC. Depending on the size and complexity of the disaster the ROC will operate virtually or as a fixed facility. The ROC provides the ability for recovery organizations to engage in uninterrupted integrated planning, and long-term coordination of resources and personnel while maintaining centralized control of post-disaster redevelopment operations. To maintain situation awareness the RSFs will utilize WebEOC which will be used to share information and resources among the relevant partners
- The RSFs maintain focus within each of the functional areas and provide leadership and guidance to address recovery needs. RSFs will staff the ROC, if necessary, and maintain active engagement of all stakeholders demanding decisive, expedited action to aid community recovery. Failure to

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organize immediate recovery efforts could be detrimental to the long-term redevelopment effort. For example, actions such as implementation of small business bridge loans could ensure survival of small businesses who do not maintain any type of contingency resources. A rapid disaster-housing program, similarly, may encourage displaced residents to remain within the area and support reconstruction efforts. These are just two examples that reveal the vital importance of an efficient, organized transitional organization in recovery.

- During the recovery phase, the challenge of the RSF Infrastructure lies with prioritizing immediate infrastructure restoration efforts. Activities include demolition of dangerously damaged structures, debris clearance, emergency repair of water and sewer systems, roads, bridges and other public facilities. The goal is to initially reestablish basic infrastructure and services to areas which can begin to function again. The group must initially set priorities to the restoration effort which may require temporary repairs or alternate facilities to meet immediate needs with a plan for permanent repairs.
- Areas that have been heavily damaged may require long-term reconstruction efforts which would be directed by the PDRP. This RSF coordinates the assessment, emergency repair, and estimation of these initial repairs. Ultimately the Infrastructure RSF will transition to the Infrastructure and Transportation Technical Advisory Committee to coordinate permanent repair, mitigation, and documentation of all damaged County owned structures and infrastructure including transportation infrastructure.
- RSF Public Information/Outreach will collect, compile, distribute, and coordinate recovery related public information through all available public, private, non-profit, electronic, and community-based means. They will coordinate all information releases from all the partners initially through the Joint Information Center with State and Federal partner agencies to ensure a unified message is maintained. During the Recovery Phase, the responsibilities of the Joint Information Center are transferred to the RSF Public Information/Outreach. During the recovery phase the function will focus more extensively on community relations activities; work with the electronic and print media; manage the website; conduct public meetings; monitor public perception and rumors; and ensure the accuracy of media information. The RSF will focus outreach and education topics to include general community redevelopment priorities and public input opportunities; residential and commercial mitigation strategies during reconstruction.
- The short-term recovery phase immediately follows the disaster event and entails the immediate, even if temporary, efforts to allow a return to normal life. The community may still be under emergency conditions if essential services have not been restored. Conditions for extending the emergency period during the short-term recovery phase include:
    - Residents are still in shelters.
    - Water or sewer systems are inoperative.
    - Electricity is not available.
    - There is a shortage of food, water, and other basic goods.
    - Curfew is in effect.
    - Re-entry is not possible because of debris or severe damage.
- The recovery process begins with an initial damage assessment conducted by Miami-Dade personnel and stakeholders using aircraft, ground vehicles, observer call-ins and reports via the internet. The size and type of incident and its overall impact on the community will determine who should participate in the damage assessment process. Minor emergencies or incidents may only require participation of local county agencies and organizations.

Miami-Dade County Comprehensive Emergency Management Plan (Revised 2017)

The Miami-Dade County Comprehensive Emergency Management Plan (CEMP) is designed to address "all hazards" threats to the County. In the event of a countywide emergency declaration, the corporate

resources of the County and each of its municipalities work together for the mutual benefit of all residents and visitors of Miami-Dade County. Goals from Miami-Dade County CEMP are as follows:

1) To provide an organized system of hazard vulnerability reduction to the citizens of and visitors to Miami-Dade County.
2) To develop an enhanced level of awareness relative to emergency preparedness, throughout the population at large.
3) To provide the most efficient response and recovery system possible through effective coordination and maximum utilization of all available resources.
4) To coordinate the return of essential services to a normal state as quickly and effectively as possible after a disaster.
5) To maintain a high level of readiness through community outreach and regular training.
6) To reduce the public's vulnerability to recurrent hazards by the promotion of hazard mitigation strategies, particularly in the areas of critical infrastructure, land use, and building codes.

The Miami-Dade County CEMP was used in the development of this FMP to assist in the identification of potential mitigations strategies and projects.

5.1.2 Political Support for Mitigation

A key factor affecting regulatory capabilities is the local political climate and political support for mitigation. The Village of Palmetto Bay follows a Mayor and Village Council government structure. As reported by Village staff, the local political climate is supportive of mitigation efforts. This support is demonstrated by the Village Council's formal recognition of the Floodplain Management Planning process and designation of the Floodplain Management Planning Committee, which was done through the passage of a formal resolution. This resolution is provided in Appendix A.

The Village Council has also formally shown support for the Village's participation in the Community Rating System (CRS) through the passage of resolutions and allocations of funding to support the Village's CRS initiatives.

5.2 Administrative and Technical Mitigation Capabilities

Table 5.2 identifies personnel responsible for activities related to mitigation and loss prevention in the Village of Palmetto Bay.

Table 5.2 – Administrative/Technical Capabilities

Resource	In Place? Y/N	Responsible Department
Planner/Engineer with knowledge of land development/land management practices	Y	Community & Economic Development - CED Director & Village Planner Department of Public Services- Director of Public Services
Engineer/Professional trained in construction practices related to buildings/infrastructure	Y	Department of Public Services- Director of Public Services (Structural, Engineering, Plumbing)
Planner/Engineer/Scientist with an understanding of natural hazards	Y	Community & Economic Development- Village Planner
Personnel skilled in GIS	Y	Community & Economic Development- Village Planner
Full time Building Official	Y	Community & Economic Development- Building Official
Floodplain Manager	Y	Community & Economic Development- Building Official & Village Planner
Emergency Manager	Y	Department of Public Services- Director of Public Services
Grant Writer	Y	Department of Human Resources- Grants Specialist

Resource	In Place? Y/N	Responsible Department
Public Information Officer	Y	Department of Human Resources- Public Information Officer
Warning Systems	Y	
GIS data: flood zones / hazard areas	Y	Community & Economic Development- Village Planner
GIS data: critical facilities	N	Maintained in Excel; in process of adding to GIS
GIS data: current and/or future land use	Y	Community & Economic Development- Village Planner
GIS data: building footprints	Y	Aerials
GIS data: links to Assessor's data	Y	

Based on Village staff input on administrative resources and departments with responsibilities related to mitigation, the Village is well-equipped to implement flood mitigation. There are staff across multiple departments that can support a variety of projects through planning, development regulations and code enforcement, engineering, public education and outreach, and grant writing.

In addition to in-house capabilities, Village staff has relationship and memberships with area organizations and stakeholders that can support local mitigation efforts. Established partnerships include The Everglades Foundation, Palmetto Bay Business Association, Chamber of Commerce South, and Miami-Dade County's Resilient305 Program and Building Efficiency305.

5.3 Fiscal Mitigation Capabilities

Table 5.3 identifies financial tools or resources that the Village could potentially use to help fund mitigation activities.

Table 5.3 – Fiscal Mitigation Capabilities

Resource	Accessible/Eligible to Use Y/N	Comments
Community Development Block Grants	N	
Capital improvements project funding	Y	
Authority to levy taxes for specific purposes	Y	
Fees for water, sewer, gas, or electric services	N	Miami-Dade County provides utilities
Impact fees for new development	Y	Parks & Mobility
Incur debt through general obligation bonds	N	
Incur debt through special tax bonds	Y	
Incur debt through private activities	N	
Withhold spending in hazard prone areas	N	

Based on Village staff input on fiscal resources, the Village has a few opportunities to generate and manage local funds to implement flood mitigation. Outside funding will likely be needed to supplement these resources. Potential sources for outside grant funding include South Florida Water Management District, Florida Department of Transportation, Miami-Dade County, and FEMA Hazard Mitigation Assistance grants, including the Hazard Mitigation Grant Program, Flood Mitigation Assistance program, and Building Resilient Infrastructure & Communities program.

5.4 Education and Outreach Capabilities

This section summarizes the Village's flood-related outreach activities. Additional details on the Village's outreach strategy and targeted flood-related outreach projects can be found in the Village's Program for Public Information (PPI).

As part of the Village's PPI, a brochure concerning flood-related subjects is mailed to every address in the SFHA annually. This brochure is also mailed to repetitive loss areas and to realtors, lenders, and insurance

agents in the Village. The PPI also includes projects to deliver flood-related outreach to target audiences, including contractors and landscapers, Spanish speakers, and school children.

The Village also maintains information online concerning hurricane preparedness and environmental stewardship. These outreach efforts will be expanded over time.

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6 Mitigation Strategy

Requirement §201.6(c)(3): [The plan shall include] a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.

This section describes the mitigation strategy process and mitigation action plan for the Village of Palmetto Bay Floodplain Management Plan. It describes how the Village met Steps 6, 7, and 8 of the 10-step planning process. This section contains the following subsections:

- 6.1 Mitigation Strategy Overview
- 6.2 Goals and Objectives
- 6.3 Identification and Analysis of Mitigation Activities
- 6.4 Mitigation Action Plan
- 6.5 Mitigation Action Details

6.1 Mitigation Strategy Overview

After organizing and collecting data and assessing risks, vulnerabilities, and capabilities, the FMPC used the reported findings to develop a mitigation strategy. This phase of the planning process involved the goal setting process and the review of mitigation alternatives which led to the formation of the mitigation action plan for this FMP. Section 6.2 below identifies the goals and objectives of this plan, 6.3 describes the analysis of mitigation action alternatives and the criteria for action prioritization, Section 6.4 presents the mitigation action plan in a summary table, and Section 6.5 provides additional details for each mitigation action.

The following considerations influenced the FMPC's approach to preparing this mitigation strategy:

- Communicate the hazard information collected and analyzed through this planning process as well as mitigation success stories so that the community better understands what can happen where and what they themselves can do to be better prepared.
- Use existing rules, regulations, policies, and procedures to support new mitigation efforts.
- Consider multi-objective management opportunities so that funding may be shared and packaged and broader constituent support may be garnered.

6.1.1 Continued Compliance with the NFIP

Through this planning process and the review of mitigation action alternatives, an emphasis will be placed on continued compliance with the NFIP and participation in the CRS. The Village meets or exceeds the following minimum requirements as set by the NFIP:

- Issuing or denying floodplain development/building permits
- Inspecting all development to assure compliance with the local ordinance
- Maintaining records of floodplain development
- Assisting in the preparation and revision of floodplain maps
- Helping residents obtain information on flood hazards, floodplain map data, flood insurance and proper construction measures

The Village of Palmetto Bay's Building and Permitting Division within the Community & Economic Development Department is responsible for the review and approval of all building permit applications in the Village. During this time, the Floodplain Administrator also reviews applications to determine the applicability of floodplain management regulations and issue floodplain development permits. Once a development begins construction, there are multiple, on-site inspections performed by trained inspection

staff to ensure compliance with applicable Village regulations including the Florida Building Code as well as the floodplain management regulations within the Land Development Code.

Community Rating System Participation

Beyond the NFIP minimum requirements, the Village also participates in the Community Rating System (CRS). The CRS was created in 1990. It is designed to recognize floodplain management activities that are above and beyond the NFIP's minimum requirements. As of 2022, the Village of Palmetto Bay is classified as a Class 7 community, which gives a 15% premium discount to individuals in the Special Flood Hazard Area (SFHA), and a 5% discount to policyholders outside the SFHA. The following is a summary of the CRS Activities for which the Village currently receives credit based on the 2021 verification visit:

Activity 310 – Elevation Certificates: The Village has written construction certificate management procedures for all new and substantially improved/substantially damaged buildings.

Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map (FIRM). Credit is also provided for the community offering historical flood information, and natural floodplain functions. The service is publicized annually and records are maintained.

Activity 330 – Outreach Projects: Credit is provided for informational outreach projects, general outreach projects, and targeted outreach projects. These projects are disseminated annually. Credit is also provided for having a pre-flood plan for public information. Credit is enhanced by having a Program for Public Information (PPI) and by having the information disseminated by stakeholders outside the local government.

Activity 340 – Hazard Disclosure: Credit is provided for state regulations requiring disclosure of flood hazards. Credit is enhanced by having a PPI.

Activity 350 – Flood Protection Information: Documents relating to floodplain management are available in the reference section of the Miami-Dade County Library. Credit is also provided for floodplain information displayed on the community's website. Credit is enhanced by having a PPI.

Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 14 percent of the SFHA as open space and preserving open space land in a natural state.

Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing regulations that require freeboard for new construction and substantial improvement, foundation protection, cumulative substantial improvement, and local drainage protection. Credit is also provided for the enforcement of building codes, and a Building Code Effectiveness Grading Schedule (BCEGS®) Classification.

Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using additional map data in the day to day management of the floodplain.

Activity 450 – Stormwater Management: The community enforces regulations for soil and erosion control, and water quality. Credit is also provided for watershed master planning.

Activity 510 – Floodplain Management Planning: Credit is provided for the Miami Dade County Local Mitigation Strategy, adopted on September 13, 2021.

Activity 610 – Flood Warning Program: Credit is provided for a program that provides timely identification of impending flood threats, disseminates warnings to appropriate floodplain residents, and coordinates flood response activities.

6.1.2 Post-Disaster Recovery and Mitigation

As noted in the Section 5.1.1 of the Capability Assessment, the Village of Palmetto Bay has policies and procedures in place that determine post-disaster response and recovery activities and aim to incorporate mitigation during response and recovery phases. Incorporating flood prevention into post-disaster recovery includes measures such as public information activities to educate residents about property protection that can be incorporated into reconstruction, evaluating damaged public buildings and infrastructure for retrofit options, acquiring substantially damaged or repetitive loss structures from willing sellers, and providing education on and enforcement of floodplain management regulations.

Post-disaster redevelopment and mitigation procedures can also tie to emergency services actions, including measures such as providing safe drinking water, monitoring for diseases, vaccinating residents for tetanus and other diseases, clearing streets and drainage infrastructure, and cleaning up debris.

The FMPC will consider options for post-disaster mitigation when evaluating mitigation action alternatives related to flood prevention and emergency services.

6.1.3 Planning for Critical Facility Protection

Critical facility and infrastructure protection was also emphasized during goal setting and while reviewing mitigation action alternatives. The Village of Palmetto Bay has several options to consider in planning to reduce the vulnerability of critical facilities and infrastructure. Per FEMA guidance, of primary concern is the protection of essential systems and equipment to maintain the function of these critical facilities and their ability to serve the community during and after hazard events. One way to protect critical facilities is to ensure that electrical systems, mechanical systems, and other essential equipment are sufficiently elevated above the base flood elevation. Another option is to install dry floodproofing in order to protect these critical components from floodwaters, flood forces, and leakage. Among the components that should be considered for protection are electrical service and distribution systems; data systems; heating, ventilation, and air conditioning systems; water and wastewater systems; emergency power systems, and elevators. Providing backup power systems will also help to ensure that these facilities can continue operating during power outages.

Alternatively, Palmetto Bay can consider relocating vulnerable critical facilities to new locations outside the floodplain. However, additional protection may still be required because areas outside the 1%-annual-chance and 0.2%-annual-chance floodplain are still at risk of flooding. According to FEMA, properties outside of high-risk flood areas account for over 20 percent of NFIP claims and one-third of disaster assistance for flooding.

The Village of Palmetto Bay FMPC considered these concerns in developing their mitigation strategies.

6.2 Mitigation Goals

Requirement §201.6(c)(3)(i): [The mitigation strategy section shall include a] description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

Section 4 documents the flood hazards risks that threaten the Village of Palmetto Bay and assesses the vulnerability of the Village's structures, infrastructure, and critical facilities. Section 5 evaluates the capacity of the Village to reduce the impact of those hazards. The intent of goal setting is to bring these findings together to identify how existing capabilities can be employed or improved in order to reduce community risk and vulnerability.

Goals are general guidelines that explain what is to be achieved. They are usually broad-based policy type statements and represent long term comprehensive visions. Goals help define the benefits that the plan is trying to achieve. Goals are also necessary to guide the review of possible mitigation measures and to

ensure that recommended actions are consistent with what is appropriate for the Village. Mitigation goals need to reflect community priorities and should be aligned with other Village plans.

6.2.1 Coordination with Other Planning Efforts

The goals of this plan need to be consistent with and complement the goals of other planning efforts. The primary planning document that the goals of this plan must complement and be consistent with is the Village of Palmetto Bay's Comprehensive Plan. Comprehensive plans are important because they are developed and designed to guide future growth within the community. Therefore, to effectively pursue preventative flood mitigation for future development, this floodplain management plan should be consistent with the overall goals of the Comprehensive Plan. Likewise, the goals of the Miami-Dade County Local Mitigation Strategy are important to consider for integration, as the countywide plan plays an important role in local flood hazard mitigation. Goals from both of these plans were reviewed to develop the goals of this plan.

6.2.2 Goal Setting Exercise

At the third FMPC meeting, committee members participated in an exercise to brainstorm and recommend goals for this Floodplain Management Plan. The first part of the exercise involved reviewing the Miami-Dade County Local Mitigation Strategy (LMS) goals and the Village's Comprehensive Plan goals, highlighting the coastal management, conservation, and infrastructure elements of the plan. FMPC members were asked to consider if and how these goals should be incorporated into the floodplain management plan and which elements of the goals were most important. The goals and benefits of floodplain management plans according to the CRS manual were also reviewed.

To gather consensus on priorities, FMPC members were presented with a list of general goal topics and asked to pick their top three choices or write their own alternative. The options presented were as follows:

- Help people protect themselves
- Protect wetlands and environmentally sensitive areas
- Make sure future development doesn't make things worse
- Restrict development in hazardous areas
- Educate the public on risk, preparedness, and mitigation
- Protect existing and future buildings, critical facilities and infrastructure
- Protect people and public health and safety

The topics with the most support were "educate the public on risk, preparedness, and mitigation" and "protect people and public health and safety." There were several other topics of interest around property protection, natural resource protection, and regulation. The committee also discussed the importance of resilience to the Village and that this concept should be incorporated in at least one of the plan goals.

This exercise helped the committee consider what they want the Village to achieve through mitigation, which revealed important information to guide the identification and review of mitigation action alternatives.

6.2.3 Resulting Goals

At the end of the goal setting exercise, the FMPC agreed upon the following four goals for the Village's floodplain management planning effort:

- **Goal 1:** Educate the public on flood risk, preparedness, and mitigation to protect public health and safety and help people to protect themselves.
- **Goal 2:** Implement projects that will protect people and existing property, critical facilities, and infrastructure from current and future flood risk.

- **Goal 3:** Protect environmentally sensitive areas and implement green infrastructure and nature-based solutions to preserve and enhance ecosystem services and natural and beneficial floodplain functions.
- **Goal 4:** Build resilience through plans and policies that will protect new development from current and future flood risk and prevent new development from making flood hazards worse.

6.3 Identification and Analysis of Mitigation Activities

Requirement §201.6(c)(3)(ii): [The mitigation strategy section shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.

To identify and select mitigation projects that support the mitigation goals and achieve the greatest risk reduction, the FMPC considered the Priority Risk Index ratings determined for each hazard in Section 4. While mitigation alternatives were considered to address risks associated with all identified hazards, an emphasis was placed on high and moderate priority flood-related hazards.

The FMPC analyzed viable mitigation options that supported the identified goals and addressed the risks and vulnerabilities associated with each hazard. To organize the evaluation of mitigation alternatives, the FMPC was provided with the following list of mitigation categories which are utilized as part of the CRS planning process:

- Prevention
- Property Protection
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Information

A facilitated discussion then took place to examine and analyze the options. The FMPC was presented with examples of mitigation actions for each of the above categories and considered opportunities to alter, avert, adapt to, or avoid the flood hazard. Additionally, the FMPC thought about both existing and future buildings in evaluating possible mitigation actions. Appendix B Mitigation Strategy provides a detailed discussion organized by CRS mitigation category of possible mitigation alternatives to assist the Village in the review and identification of possible mitigation activities. This comprehensive review of possible mitigation activities details why some actions were appropriate for implementation and why others were not. As promoted by CRS, mitigation alternatives across all categories were discussed and considered for flood risk reduction. This discussion was followed by a brainstorming session that generated a list of preferred mitigation actions.

6.3.1 Prioritization Process

Once the mitigation actions were identified, the FMPC was provided with several decision-making tools, including FEMA's recommended prioritization criteria, STAPLEE sustainable disaster recovery criteria; Smart Growth principles; and others, to assist in deciding why one recommended action might be more important, more effective, or more likely to be implemented than another. STAPLEE criteria were used to generate preliminary prioritization scores, by rating projects as positive (+1), neutral (0), or negative (-1) against each of the criteria. STAPLEE stands for the following:

- **Social:** Will the measure have equitable outcomes? Does it benefit vulnerable populations?
- **Technical:** Will it work? Does it solve the problem? Is it feasible?

- **Administrative:** Does the community have the capacity to implement and manage project?
- **Political:** Is there public and stakeholder support? Is political leadership willing to support?
- **Legal:** Does the community have the authority to implement it? Are there liability implications?
- **Economic:** Is it cost-beneficial? Is there funding? Does it contribute to the local economy or economic development?
- **Environmental:** Does it comply with environmental regulations? Does it benefit or protect existing natural resources?

Next, the FMPC considered each action's potential efficacy based on the following criteria:

- Contribution of the action to save life or property
- Availability of funding and perceived cost-effectiveness
- Available technical and administrative resources for implementation
- Ability of the action to address the problem

In accordance with the DMA requirements, an emphasis was placed on the importance of cost effectiveness in determining action priority, as reflected in the prioritization criteria above. For each action, the FMPC considered the benefit-cost analysis in terms of:

- Ability of the action to address the problem
- Contribution of the action to save life or property
- Available technical and administrative resources for implementation
- Availability of funding and perceived cost-effectiveness

Note that the consideration of these criteria helped to prioritize and refine mitigation actions but did not constitute a full benefit-cost analysis. The cost-effectiveness of any mitigation alternative will be considered in greater detail through performing benefit-cost project analyses when seeking FEMA mitigation grant funding for eligible actions associated with this plan.

The FMPC also considered sustainable disaster recovery principles and smart growth principles when considering, refining, and evaluating mitigation project alternatives. Using these criteria, the FMPC was able to prioritize the importance of each mitigation project based on whether the project should be a low, medium, or high priority. The FMPC agreed that using the subjective criteria described above and prioritizing the actions collectively enabled the actions to be grouped in order of relative importance and helped steer the development of additional actions that meet the more important objectives while eliminating some of the actions which did not garner much support.

6.4 Mitigation Action Plan

Requirement §201.6(c)(3)(iii): [The mitigation strategy section shall include an] action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

This action plan was developed to present the recommendations developed by the FMPC for how the Village of Palmetto Bay can reduce the risk and vulnerability of people, property, infrastructure, and natural and cultural resources to future disaster losses. Emphasis was placed on both existing and future development. The action plan summarizes who is responsible for implementing each of the actions as well as when and how the actions will be implemented. Each action's priority is also noted based on the criteria in Section 6.3.1 as well as the benefit-cost review discussion conducted to meet the regulatory requirements of the Disaster Mitigation Act. Table 6.1 identifies the mitigation actions.

It is important to note that the Village of Palmetto Bay has many existing, detailed action descriptions, which include benefit-cost estimates, in other planning documents, such as capital improvement plans and the countywide Local Mitigation Strategy. These actions are considered part of this plan, and the details, to avoid duplication, should be referenced in their original source document. The FMPC also realizes that new needs and priorities may arise as a result of a disaster or other circumstances and reserves the right to support new actions, as necessary, as long as they conform to the overall goals of this plan.

Further, it should be clarified that the actions included in this mitigation strategy are subject to further review and refinement; alternatives analyses; and reprioritization due to funding availability and/or other criteria. The Village is not obligated by this document to implement any or all of these projects. Rather, this mitigation strategy represents the community's overall intentions to mitigate flood risks and vulnerabilities.

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Table 6.1 – Mitigation Action Plan Summary Table

Action Item	Project	Hazards Addressed	Goals Met	Priority	Responsible Department/Agency	Mitigation Category	Funding Source	Timeframe
1	Coordinate with SFWMD on structural flood mitigation and flood-related education and outreach.	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Coastal/Canal Bank Erosion	1	High	Village of Palmetto Bay Community & Economic Development, Public Services	Structural Projects, Public Information	Operating budget; additional funds TBD for structural projects	1-2 years
2	Pursue the acquisition and demolition of repetitive loss properties.	All Hazards	2	Low	Village of Palmetto Bay Building Department, Community & Economic Development, Planning & Zoning	Property Protection	HMGP, BRIC, FMA, other federal and state grant funds	5+ years
3	Adopt an increased freeboard requirement.	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Flood: Stormwater/Localized, Coastal/Canal Bank Erosion	4	Low	Village of Palmetto Bay Building Department	Prevention	Operating budget	2 years
4	Expand GIS capabilities and resources to increase flood risk awareness and support further mitigation planning.	All Hazards	1, 4	High	Village of Palmetto Bay Planning & Zoning	Prevention	Operating budget	6 months – 1 year
5	Provide targeted and general flood education and outreach to the community in accordance with the Program for Public Information.	All Hazards	1	High	Village of Palmetto Bay Community & Economic Development	Public Information	Operating budget	5+ years
6	Pursue funding to support protection and/or retrofitting of existing septic systems.	All Hazards	2	High	Miami-Dade County w/ Village of Palmetto Bay	Property Protection	Federal, state and local grant funds	2+ years
7	Prohibit the installation of new septic systems within identified high-risk areas.	All Hazards	4	High	Village of Palmetto Bay Building Department, Planning & Zoning	Prevention	Operating budget	1-2 years
8	Coordinate with FDEM and Miami-Dade County to access and distribute more detailed topographic data (2-ft contour intervals) for improved flood risk modeling and planning.	All Hazards	1, 4	Medium	Village of Palmetto Bay Planning & Zoning	Prevention	Operating budget	5+ years
9	Incorporate flood mitigation into future updates of the Comprehensive Plan.	All Hazards	4	High	Village of Palmetto Bay Community & Economic Development	Prevention	Operating budget	1-2 years

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Action Item	Project	Hazards Addressed	Goals Met	Priority	Responsible Department/Agency	Mitigation Category	Funding Source	Timeframe
10	Work with Miami-Dade County to support the implementation of drainage improvement projects in the C-100 watershed identified in the 2021 Stormwater Management Program Master Plan. There are approximately five projects identified within Palmetto Bay.	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Flood: Stormwater/Localized, Coastal/Canal Bank Erosion	2	High	Village of Palmetto Bay Public Services	Structural Projects	Capital improvements funding, Miami-Dade County, federal and state grant funds	3+ years
11	Work with SFWMD to support implementation of improvements to the S-123 Coastal Structure for improved resiliency.	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Flood: Stormwater/Localized, Coastal/Canal Bank Erosion	2	High	Village of Palmetto Bay Community & Economic Development, Public Services	Structural Projects	Federal and state grant funds	3+ years
12	Build a community center that will substitute as a shelter during disasters for residents and neighboring communities.	All Hazards	2	Low	Village of Palmetto Bay Community & Economic Development, Building Department	Emergency Services	Federal and state grant funds	7+ years
13	Develop a village-wide hazard mitigation plan broken up by roadway range; Plan 1: SW 136 Street to SW 152nd Street, Plan 2: SW 152nd Street to SW 168th Street, and Plan 3: SW 168th Street to SW 184th Street.	All Hazards	4	Medium	Miami-Dade County, Village of Palmetto Bay Public Services	Prevention	Federal or state grant funding	4+ years
14	Implement shoreline stabilization at the Thalatta Estate.	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Coastal/Canal Bank Erosion	3	Medium	Village of Palmetto Bay Parks & Recreation Community & Economic Development	Natural Resource Protection	FIND funding and local match	1-2 years

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6.5 Mitigation Action Details

1. Coordinate with SFWMD on structural flood mitigation and flood-related education and outreach.	
Hazards Addressed:	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Coastal/Canal Bank Erosion
Issue/Background:	SFWMD controls much of the structural flood control system at a regional scale and has a good understanding of flood risk related to that system. The support and involvement of SFWMD is needed to improve that system and educate the public on associated flood risks.
Alternatives Considered:	The Village cannot pursue structural mitigation of SFWMD structures alone. The Village is implementing other outreach efforts related to flooding.
Existing Planning Mechanism(s) to Support Implementation:	Existing SFWMD workshops; stakeholder outreach efforts to involve SFWMD representatives at Village-run workshops
Responsible Department/Agency:	Village of Palmetto Bay Community & Economic Development, Public Services
Priority:	High
Cost Estimate:	TBD for structural projects; education and outreach costs will be limited
Benefits (Losses Avoided):	TBD for structural projects; education and outreach will prepare residents and property owners to protect themselves, their families, and their property.
Potential Funding Source:	Operating budget; additional funds TBD for structural projects
Timeframe for Completion:	1-2 years
Additional Notes:	Palmetto Bay staff have been in contact with SFWMD and are attending a SFWMD workshop on resiliency in late 2022.

2. Pursue the acquisition and demolition of repetitive loss properties.	
Hazards Addressed:	All Hazards
Issue/Background:	Repetitive loss properties are likely to continue flooding if they are not mitigated; the structures and their residents are at high risk of flooding.
Alternatives Considered:	Property elevations could provide protection but have residual risk and are difficult to implement for slab on grade properties.
Existing Planning Mechanism(s) to Support Implementation:	TBD; the Village does not have an acquisition process established.
Responsible Department/Agency:	Village of Palmetto Bay Building Department, Community & Economic Development, Planning & Zoning
Priority:	Low
Cost Estimate:	TBD for each property
Benefits (Losses Avoided):	TBD for each property; these projects will remove property and people from flood prone areas and will maintain flood prone land as open space, providing ecological and social benefits in addition to avoiding property losses.
Potential Funding Source:	HMGP, BRIC, FMA, other federal and state grant funds
Timeframe for Completion:	5+ years
Additional Notes:	This will be a long-term effort.

3. Adopt an increased freeboard requirement.	
Hazards Addressed:	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Flood: Stormwater/Localized, Coastal/Canal Bank Erosion
Issue/Background:	X Zone property at or near grade is subject to low level stormwater flooding.
Alternatives Considered:	Floodproofing is not sufficient for protection of the structure and electrical and mechanical equipment for residential properties.
Existing Planning Mechanism(s) to Support Implementation:	Village of Palmetto Bay Floodplain Management Regulations
Responsible Department/Agency:	Village of Palmetto Bay Building Department
Priority:	Low
Cost Estimate:	Ordinance changes require staff time
Benefits (Losses Avoided):	This will protect new property from costly impacts of low-level flooding.
Potential Funding Source:	Operating budget
Timeframe for Completion:	2 years
Additional Notes:	This will be discussed further with the CED Director & Building Official.

4. Expand GIS capabilities and resources to increase flood risk awareness and support further mitigation planning.	
Hazards Addressed:	All Hazards
Issue/Background:	Public education on flood risk is limited by technical capabilities and resources.
Alternatives Considered:	The Village could rely on existing County level resources, but these tools may not support Village planning efforts or reach Village residents sufficiently.
Existing Planning Mechanism(s) to Support Implementation:	Existing GIS systems can be enhanced with new data.
Responsible Department/Agency:	Village of Palmetto Bay Planning & Zoning
Priority:	High
Cost Estimate:	TBD
Benefits (Losses Avoided):	Increased capability to plan and implement mitigation projects.
Potential Funding Source:	Operating budget
Timeframe for Completion:	6 months – 1 year
Additional Notes:	Some funding already included in the 2022-2023 fiscal year budget

5. Provide targeted and general flood education and outreach to the community in accordance with the Program for Public Information.	
Hazards Addressed:	All Hazards
Issue/Background:	Public information helps property owners, residents, and visitors to be aware of their flood risk and able to protect themselves and their property.
Alternatives Considered:	The Village could rely on existing County resources for outreach, but these tools may not reach Village residents as easily or effectively.
Existing Planning Mechanism(s) to Support Implementation:	
Responsible Department/Agency:	Village of Palmetto Bay Community & Economic Development
Priority:	High
Cost Estimate:	TBD
Benefits (Losses Avoided):	Increased awareness and preparedness will enable residents to avoid threats to life safety and property.
Potential Funding Source:	Operating budget
Timeframe for Completion:	5+ years
Additional Notes:	This will be an ongoing effort with outreach planned and implemented annually and after flood events.

6. Pursue funding to support protection and/or retrofitting of existing septic systems.	
Hazards Addressed:	All Hazards
Issue/Background:	Septic systems are subject to failure from sea level rise and high groundwater
Alternatives Considered:	None
Existing Planning Mechanism(s) to Support Implementation:	Miami-Dade County is pursuing mitigation at the County level but has not included Palmetto Bay as a priority community.
Responsible Department/Agency:	Miami-Dade County w/ Village of Palmetto Bay
Priority:	High
Cost Estimate:	TBD
Benefits (Losses Avoided):	Property loss reduction and ecosystem service benefits
Potential Funding Source:	Federal, state and local grant funds
Timeframe for Completion:	2+ years
Additional Notes:	The Village is trying to find new ways to remove septic systems, but Miami-Dade County funding doesn't include Palmetto Bay as a priority community for this effort.

7. Prohibit the installation of new septic systems within identified high-risk areas.	
Hazards Addressed:	All Hazards
Issue/Background:	Septic systems are subject to failure from sea level rise and high groundwater
Alternatives Considered:	Allowing new septic systems will increase risks associated with future floods
Existing Planning Mechanism(s) to Support Implementation:	Floodplain Management Regulations
Responsible Department/Agency:	Village of Palmetto Bay Building Department, Planning & Zoning
Priority:	High
Cost Estimate:	TBD
Benefits (Losses Avoided):	Property loss reduction and ecosystem service benefits
Potential Funding Source:	Operating budget
Timeframe for Completion:	1-2 years
Additional Notes:	May be underway with Old Cutler Neighborhood Commercial District

8. Coordinate with FDEM and Miami-Dade County to access and distribute more detailed topographic data (2-ft contour intervals) for improved flood risk modeling and planning.	
Hazards Addressed:	All Hazards
Issue/Background:	Because Palmetto Bay is so flat, topographic data with large contours is not very effective at identifying small low-lying areas at risk of flooding.
Alternatives Considered:	Existing data can continue to be used but is not as effective in planning for mitigation and stormwater improvements.
Existing Planning Mechanism(s) to Support Implementation:	Local mitigation strategy updates; Floodplain management plan updates; flood risk modelling updates
Responsible Department/Agency:	Village of Palmetto Bay Planning & Zoning
Priority:	Medium
Cost Estimate:	TBD
Benefits (Losses Avoided):	Improved capability to implement future mitigation
Potential Funding Source:	Operating budget
Timeframe for Completion:	5+ years
Additional Notes:	Data may already exist but will be incorporated into new plans and modelling as these update processes arise.

9. Incorporate flood mitigation into future updates of the Comprehensive Plan.	
Hazards Addressed:	All Hazards
Issue/Background:	Incorporating flood risk into future land use plans can avoid future losses
Alternatives Considered:	None
Existing Planning Mechanism(s) to Support Implementation:	Comprehensive Plan Amendments
Responsible Department/Agency:	Village of Palmetto Bay Community & Economic Development
Priority:	High
Cost Estimate:	TBD
Benefits (Losses Avoided):	Reduced development in flood prone areas
Potential Funding Source:	Operating budget
Timeframe for Completion:	1-2 years
Additional Notes:	Currently in RFP process for Comprehensive Plan Amendments; may be an opportunity to implement this effort within the next year or two

10. Work with Miami-Dade County to support the implementation of drainage improvement projects in the C-100 watershed identified in the 2021 Stormwater Management Program Master Plan. There are approximately five projects identified within Palmetto Bay.	
Hazards Addressed:	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Flood: Stormwater/Localized, Coastal/Canal Bank Erosion
Issue/Background:	Stormwater system deficiencies result in low-level flooding or exacerbate the impacts of other flood events.
Alternatives Considered:	The Village could support small scale low impact development projects to reduce stormwater runoff.
Existing Planning Mechanism(s) to Support Implementation:	Miami-Dade County 2021 Stormwater Management Program Master Plan
Responsible Department/Agency:	Village of Palmetto Bay Public Services
Priority:	High
Cost Estimate:	TBD
Benefits (Losses Avoided):	Reduced stormwater flooding and associated property and road impacts
Potential Funding Source:	Capital improvement funds, Miami-Dade County, federal and state grant funds
Timeframe for Completion:	3+ years
Additional Notes:	Integrated with Miami-Dade County Stormwater Management Program Master Plan

11. Work with SFWMD to support implementation of improvements to the S-123 Coastal Structure for improved resiliency.	
Hazards Addressed:	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Flood: Stormwater/Localized, Coastal/Canal Bank Erosion
Issue/Background:	SFWMD identified this project as a mitigation priority
Alternatives Considered:	None
Existing Planning Mechanism(s) to Support Implementation:	Integrates with SFWMD Sea Level Rise & Flood Resiliency Plan
Responsible Department/Agency:	Village of Palmetto Bay Community & Economic Development, Public Services
Priority:	High
Cost Estimate:	$106,551,289
Benefits (Losses Avoided):	Continued flood risk reduction and saltwater intrusion prevention
Potential Funding Source:	Federal and state grant funds
Timeframe for Completion:	3+ years
Additional Notes:	The Village applied for a Florida grant for a resiliency plan which may be able to include items associated with this project.

12. Build a community center that will substitute as a shelter during disasters for residents and neighboring communities.	
Hazards Addressed:	All Hazards
Issue/Background:	The Village is in a flood zone, but the Village Municipal Center is farther west and less inclined to flood. The proposal is to build a community center/shelter that can also be used to house residents who may not feel comfortable remaining at home during a storm event and are unable to flee to other Miami-Dade County shelters.
Alternatives Considered:	Rely on Village Hall and Miami-Dade County shelters.
Existing Planning Mechanism(s) to Support Implementation:	Miami-Dade County LMS
Responsible Department/Agency:	Village of Palmetto Bay Community & Economic Development, Building Department
Priority:	Low
Cost Estimate:	$1,500,000
Benefits (Losses Avoided):	Life safety of Village residents
Potential Funding Source:	Federal and state grant funds
Timeframe for Completion:	7+ years
Additional Notes:	

13. Develop a village-wide hazard mitigation plan broken up by roadway range; Plan 1: SW 136 Street to SW 152nd Street, Plan 2: SW 152nd Street to SW 168th Street, and Plan 3: SW 168th Street to SW 184th Street.	
Hazards Addressed:	All Hazards
Issue/Background:	The multi-jurisdictional Miami-Dade County LMS covers a large area and does not provide a granular understanding of risk within the Village.
Alternatives Considered:	None
Existing Planning Mechanism(s) to Support Implementation:	Miami-Dade County LMS
Responsible Department/Agency:	Miami-Dade County, Village of Palmetto Bay Public Services
Priority:	Medium
Cost Estimate:	$1,000,000
Benefits (Losses Avoided):	Improved capability to implement mitigation projects
Potential Funding Source:	Federal or state grant funding
Timeframe for Completion:	4+ years
Additional Notes:	May need FDOT participation if this involves projects or improvements to US1

14. Implement shoreline stabilization at the Thalatta Estate.	
Hazards Addressed:	Flood: Coastal and Inland, Hurricane & Tropical Storm, Sea Level Rise, Coastal/Canal Bank Erosion
Issue/Background:	Shoreline protection is needed to avoid erosion and increasing flood risk associated with sea level rise and storm surge events.
Alternatives Considered:	Hard armoring could protect inland property but would have negative environmental impacts, would not provide any benefit beyond a designed level of service, and could increase risks on nearby coastlines.
Existing Planning Mechanism(s) to Support Implementation:	Integrates with Miami-Dade County LMS
Responsible Department/Agency:	Village of Palmetto Bay Parks & Recreation, Community & Economic Development
Priority:	Medium
Cost Estimate:	$400,000
Benefits (Losses Avoided):	Ecosystem benefits; restoration of natural and beneficial floodplain functions
Potential Funding Source:	FIND funding and local match
Timeframe for Completion:	1-2 years
Additional Notes:	Implementation is underway

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7 Plan Adoption

Requirement §201.6(c)(5): [The plan shall include] documentation that the plan has been formally approved by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County Commissioner, Tribal Council).

The purpose of formally adopting this plan is to secure continued buy-in from the Village of Palmetto Bay, raise awareness of the plan, and formalize the plan's implementation. The adoption of this plan completes Planning Step 9 of the 10-step planning process: Adopt the Plan, in accordance with the requirements of DMA 2000. The Village of Palmetto Bay Village Council will adopt the Floodplain Management Plan by passing a resolution. A copy of the executed resolution will be provided on the following page.

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Adoption Resolution Placeholder

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8 Plan Implementation and Maintenance

Requirement §201.6(c)(4): [The plan maintenance process shall include a] section describing the method and schedule of monitoring, evaluating, and updating the mitigation plan within a five-year cycle.

Implementation and maintenance of the plan is critical to achieve the intended outcomes of this floodplain management plan. This is Planning Step 10 of the 10-step planning process. This section provides an overview of the approach for plan implementation and maintenance and outlines the method and schedule for monitoring, updating, and evaluating the plan. This section also discusses integration of the plan into existing planning mechanisms and continued public involvement. It contains the following subsections:

- 8.1 Implementation
- 8.2 Maintenance

8.1 Implementation

Once adopted, the plan must be implemented to be effective in mitigating flood risk. While this plan contains many worthwhile actions, the Village of Palmetto Bay will need to decide which action(s) to undertake first. That decision will be informed by the priority assigned the actions in the planning process as well as funding availability. Low or no-cost actions can easily demonstrate progress toward successful plan implementation while the Village works to secure funding for more costly high-priority actions.

Mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government. Implementation will be accomplished by adhering to the schedules identified for each action and through constant, pervasive, and energetic efforts to network and highlight the multi-objective, win-win benefits to the community. This effort is achieved through the routine actions of monitoring agendas, attending meetings, and promoting a safe, sustainable community. Ongoing implementation and maintenance of mitigation strategies may include consistent enforcement of existing policies and vigilant review of programs for coordination and multi-objective opportunities.

Constant monitoring of funding opportunities that can be leveraged to implement some of the costlier recommended actions will also be necessary. This includes creating and maintaining a bank of ideas on how to meet local match or participation requirements. With this preparation, when funding does become available, the Village will be positioned to capitalize on the opportunity. Funding opportunities to be monitored include special pre- and post-disaster funds, state and federal earmarked funds, benefit assessments, and other grant programs, including those that can serve or support multi-objective applications.

8.1.1 Responsibility for Implementation of Goals and Activities

Elected officials, officials appointed to head community departments, and community staff are charged with implementation of various activities in the plan. During the quarterly reviews as described later in this section, an assessment of progress on each of the goals and activities in the plan will be determined and noted. At that time, recommendations will be made to modify timeframes for completion of activities, funding resources, and responsible entities. On a quarterly basis, the priority standing of various activities may also be changed. Some activities that are found not to be feasible may be deleted from the plan entirely and activities addressing problems unforeseen during plan development may be added.

8.1.2 Incorporation into Existing Planning Mechanisms

An important implementation mechanism that is highly effective and low-cost is incorporation of the Floodplain Management Plan recommendations and their underlying principles into other plans and mechanisms, such as the Village Comprehensive Plan. Where possible, plan participants will use existing plans and/or programs to implement flood mitigation actions.

As previously stated, incorporating mitigation into the day-to-day functions and priorities of government and development enables effective and feasible implementation. As described in the capability assessment in Section 5, the Village already implements policies and programs that reduce losses to life and property from hazards. This plan builds upon the momentum developed through previous and related planning efforts and mitigation programs and recommends implementing actions, where possible, through these other planning mechanisms, including the following:

- Comprehensive Plan
- Capital Improvement Plan
- Code of Ordinances and Land Development Code
- Local Mitigation Strategy
- Emergency Operations Plan
- Other plans, regulations, and practices with a mitigation focus

FMPC members involved in these other planning mechanisms will be responsible for integrating the findings and recommendations of this plan with these other plans, programs, etc., as appropriate. Integration into existing planning mechanisms will be done through the routine actions of:

- Monitoring other planning/program agendas;
- Attending other planning/program meetings;
- Participating in other planning processes; and
- Monitoring community budget meetings for other integration opportunities.

Efforts should continuously be made to monitor the progress of mitigation actions implemented through other planning mechanisms and, where appropriate, priority actions from other plans should be incorporated into updates of this Floodplain Management Plan.

8.1.3 Role of FMPC in Implementation, Monitoring and Maintenance

With adoption of this plan, the Village will be responsible for the plan implementation and maintenance. The FMPC identified in Section 2 will reconvene quarterly to ensure that mitigation strategies are being implemented and that the Village continues to maintain compliance with the NFIP. As such, the Village agrees to continue its relationship with the FMPC and:

- Act as a forum for flood mitigation issues;
- Disseminate flood mitigation ideas and activities to all participants;
- Pursue the implementation of high-priority, low/no-cost recommended actions;
- Ensure flood mitigation remains a consideration for community decision makers;
- Maintain a vigilant monitoring of multi-objective cost-share opportunities to help the community implement the plan's recommended actions for which no current funding exists;
- Monitor and assist in implementation and update of this plan;
- Report on plan progress and recommended revisions to the Village Council; and
- Inform and solicit input from the public.

The FMPC's primary duty moving forward is to see the plan successfully carried out and report to the Village Council, FDEM, FEMA, and the public on the status of plan implementation and mitigation opportunities. Other duties include reviewing and promoting mitigation proposals, considering stakeholder concerns about flood mitigation, passing concerns on to appropriate entities, and posting relevant information on the Village's website (and others as appropriate).

8.2 Maintenance

Plan maintenance implies an ongoing effort to monitor and evaluate plan implementation and to update the plan as progress, roadblocks, or changing circumstances are recognized. Maintenance will occur on an established schedule according to the process discussed below.

8.2.1 Maintenance Schedule

The Village of Palmetto Bay Community & Economic Development Department is responsible for initiating plan reviews. To monitor progress and update the mitigation strategies identified in the action plan, the Village will review this plan quarterly and following a hazard event. Quarterly reviews will be documented with meeting minutes and a status report that will be shared with the Village Council and the public. The Village will submit a five-year written update to FDEM and ISO, unless disaster or other circumstances (e.g., changing regulations) require a change to this schedule. With this plan update anticipated to be fully approved and adopted in 2023, the next plan update will be completed in 2028.

8.2.2 Maintenance Evaluation Process

Regular review and maintenance of this plan will seek to facilitate implementation, track progress towards achieving goals, and monitor changes that should be incorporated into the next plan update. Evaluation of progress can be achieved by monitoring changes in vulnerabilities identified in the plan. Changes in vulnerability can be identified by noting:

- Decreased vulnerability as a result of implementing recommended actions;
- Increased vulnerability as a result of failed or ineffective mitigation actions; and/or
- Increased vulnerability as a result of new development.

Updates to this plan will:

- Consider changes in vulnerability due to action implementation;
- Document success stories where mitigation efforts have proven effective;
- Document areas where mitigation actions were not effective;
- Document any new hazards that may arise or were previously overlooked;
- Incorporate new data or studies on hazards and risks;
- Incorporate new capabilities or changes in capabilities;
- Incorporate growth and development-related changes to infrastructure inventories; and
- Incorporate new action recommendations or changes in action prioritization.

Changes will be made to the plan during the update process to accommodate for actions that have failed or are not considered feasible after a review of their consistency with established criteria, time frame, community priorities, and/or funding resources. Actions that were not ranked high but were identified as potential mitigation activities will also be reviewed during the monitoring and update of this plan to determine feasibility of future implementation. Updating of the plan will be by written changes and submissions, as is appropriate and necessary, and as approved by the Village Council. In keeping with the five-year update process, the FMPC or similar committee will convene public meetings to solicit public input on the plan and its routine maintenance and the final product will be adopted by the Village Council.

To inform the plan update process and to maintain and implement the plan during the interim five-year period, the FMPC will conduct plan reviews quarterly and following a hazard event. Specifically, the Village will adhere to the following process for the regular review and maintenance of this FMP:

Quarterly Plan Review Process

For the quarterly plan review process, the Village of Palmetto Bay Community & Economic Development Department will be responsible for facilitating, coordinating, and scheduling reviews and maintenance of the plan. The quarterly reviews of the FMP will be conducted as follows:

- The Village will reconvene the FMPC or similar committee to meet and review the progress toward implementation of the plan's mitigation action plan. This review will evaluate the progress made on implementation of each mitigation action listed in Section 6.4 Mitigation Action Plan.
- Meetings of the FMPC shall be published in accordance with local rules regarding public notice.
- Prior to the review, department heads and others tasked with implementation of the various activities will be queried concerning progress on each activity in their area of responsibility and asked to present a report at the review meeting.
- After each quarterly meeting, minutes of the meeting and a status report will be prepared by the Village's Community & Economic Development Department.
- The results of each quarterly FMPC meeting will be made available to the local news media and the Village Council for informational purposes.
- The Village's Community & Economic Development Department will maintain copies of minutes and status reports to provide to ISO/FEMA as part of the community's annual recertification to the CRS program.

Quarterly Plan Review Criteria in Preparation for 5-Year Update

The criteria recommended in 44 CFR 201 and 206 will also be utilized in reviewing and updating the plan. At quarterly review meetings, the FMPC will monitor and report on changes to the following information:

- Community growth or change in the past quarter.
- The number of substantially damaged or substantially improved structures by flood zone.
- The renovations to public infrastructure including water, sewer, drainage, roads, bridges, gas lines, and buildings.
- Natural hazard occurrences that required activation of the Emergency Operations Center (EOC) and whether the event resulted in a presidential disaster declaration.
- Natural hazard occurrences that were not of a magnitude to warrant activation of the EOC or a federal disaster declaration but were severe enough to cause damage in the community or closure of businesses, schools, or public services.
- The dates of hazard events descriptions.
- Documented damages due to the event.
- Closures of places of employment or schools and the number of days closed.
- Road or bridge closures due to the hazard and the length of time closed.
- Assessment of the number of private and public buildings damaged and whether the damage was minor, substantial, major, or if buildings were destroyed. The assessment will include residences, mobile homes, commercial structures, industrial structures, and public buildings, such as schools and public safety buildings.
- Review of any changes in federal, state, and local policies to determine the impact of these policies on the community and how and if the policy changes can or should be incorporated into the Floodplain Management Plan. Review of the status of implementation of projects (mitigation strategies) including projects completed will be noted. Projects behind schedule will include a reason for delay of implementation.

8.2.3 Continued Public Involvement

Continued public involvement is imperative to the overall success of the plan's implementation. The update process provides an opportunity to solicit participation from new and existing stakeholders and to publicize success stories from the plan implementation and seek additional public comment. The plan maintenance and update process will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media, and through public hearings.

Public Involvement Process for Quarterly Reviews

The public will be notified by placing an advertisement on the Village's website specifying the date and time for the review and inviting public participation. The results of each quarterly review meeting will be made available to the local news media and the Village Council.

Public Involvement for Five-year Update

When the FMPC reconvenes for the five-year update, they will coordinate with all stakeholders participating in the planning process—including those that joined the committee since the planning process began—to update and revise the plan. In reconvening, the FMPC will be responsible for coordinating the activities necessary to involve the greater public, including disseminating information through a variety of media channels detailing the plan update process. As part of this effort, public meetings will be held and public comments will be solicited on the plan update draft. The FMPC will also coordinate this public outreach process with the program for public information established pursuant to the most current guidelines from the CRS.

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Appendix A Planning Process Documentation

Planning Step 1: Organize to Prepare the Plan

Village Council Resolution Supporting the Plan Development and Establishing the FMPC

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RESOLUTION NO. 2022-68

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COMMUNITY PLANNING AND DEVELOPMENT; TO ESTABLISH THE FLOODPLAIN MANAGEMENT PLANNING PROCESS AND DESIGNATE MEMBERSHIP OF THE FLOODPLAIN MANAGEMENT PLANNING COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

WHEREAS, on April 4, 2022, the Village Council of the Village of Palmetto Bay adopted Resolution No. 2022-38 authorizing the preparation of a Floodplain Management Plan (FMP) to develop mitigation strategies and projects to minimize the Village's vulnerability to flooding and lower the Village's Community Rating System (CRS) classification; and

WHEREAS, the Village's FMP planning process began in June 2022 and is anticipated to be completed by January 2023; and

WHEREAS, the Village has designated a Floodplain Management Planning Committee (FMPC) composed of Village staff, local residents, and outside stakeholders to guide the planning process.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1: The Village Council hereby recognizes the FMP planning process.

Section 2: The following individuals are appointed as members of the FMPC:

Member Name	Affiliation
Andrea Candelaria	Village of Palmetto Bay Resilience Coordinator
Olga Cadaval	Village of Palmetto Bay Human Resources and Communications Director

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Member Name	Affiliation
Wesley Maltby	Village of Palmetto Bay Floodplain Manager & Building Official
Larry Gautier	NAI Miami
Cristina Lujan	Brown Harris Stevens
Hugo Guzman	Florida International University
Eric Tullberg	Resident

Section 3: The Resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 19th day of July 2022.

Attest:

DocuSigned by:
Missy Arocha

Missy Arocha
Village Clerk

DocuSigned by:
Karyn Cunningham

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:
John C. Dellagloria, Esq.

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	ABSENT
Council Member Steve Cody	YES
Council Member Marsha Matson	YES
Vice-Mayor Leanne Tellam	YES
Mayor Karyn Cunningham	YES

Table A.1 – FMPC Meeting Dates

Meeting Type	Meeting Topic	Meeting Date	Meeting Location
FMPC #1 (Kick-off)	4) Introduction to DMA, CRS and the FMP planning process 5) Organize resources: the role of the FMPC, planning for public involvement, and coordinating with other agencies and stakeholders 6) Discuss hazard identification and asset inventory	June 9, 2022 10:00 – 11:00 a.m.	Microsoft Teams
FMPC #2	3) Review and discuss the Flood Risk Assessment *(CRS Steps 4 & 5)* 4) Review and discuss local capability	June 27, 2022 1:30 – 3:00 p.m.	Microsoft Teams
FMPC #3	3) Develop plan goals and objectives *(CRS Steps 6 & 7)* 4) Review mitigation alternatives and develop mitigation actions *(CRS Step 8)*	August 24, 2022 11:00 a.m. – 12:30 p.m.	Microsoft Teams
FMPC #4	4) Finalize the Mitigation Action Plan *(CRS Step 8)* 5) Review the "Draft" Floodplain Management Plan 6) Solicit comments and feedback from the FMPC	TBD	Microsoft Teams

Note: All FMPC Meetings were open to the public.

DRAFT

FMPC Meeting Minutes and Attendance

FMPC Meeting 1: January 9, 2022

Village of Palmetto Bay Floodplain Management Plan (FMP)
Floodplain Management Planning Committee Meeting #1
Thursday, June 9, 2022, 10:00 a.m.
Microsoft Teams Meeting

David Stroud, Abby Moore, and Ranger Ruffins from Wood, and Kathryn Lyon from the Corradino Group, the Village's consultants, were in attendance to facilitate the meeting according to the following agenda:

- Community Rating System (CRS) Overview and Benefits
- Trends in Disasters
    - Why Plan?
- Disaster Mitigation Act (DMA) and CRS Planning Requirements
- CRS Requirements
    - Activity 510 Floodplain Management Planning 10-Step Process
- Discussion Items: Hazard Identification and Asset Inventory
- Next Steps

There were seven people in attendance, five members of the FMPC and two additional attendees:

- Andrea Candelaria, CRS and Resilience Coordinator, Village of Palmetto Bay
- Hugo Guzman, Village Resident & Researcher (Florida International University)
- Larry Gautier, Real Estate Industry Representative (NAI Miami)
- Olga Cadaval, Director of Communications, Village of Palmetto Bay
- Wesley Maltby, Floodplain Manager and Building Official, Village of Palmetto Bay
- Heidi Siegel, Community and Economic Development Director
- Dionisio Torres, Director of Public Services

One FMPC member was not in attendance:

- Cristina Lujan, Real Estate Industry Representative (Brown Harris Stevens)

CRS Program Overview and Benefits
The CRS Program, in which the Village of Palmetto Bay participates, is a voluntary, point-based program that provides a 5% premium discount to flood insurance policyholders for every 500 points that the Village earns. Currently, the Village is a Class 8, which provides a 10% discount to policyholders in the SFHA. The annual savings to all policyholders in the community is $465,721, with an average annual per policy discount of $154 in the SFHA.

Trends in Disasters
David discussed that there have been more disaster declarations in recent years as well as increased cost for disaster response and recovery, in part due to population growth and development in hazardous areas which has increased exposure. In 2021 there were 18 disaster events with losses exceeding $1 billion. In Florida, all the top 10 costliest disasters have been hurricane/flood related.

David explained that we must plan for mitigation because the costs of response and recovery are growing, many events are predictable or repetitive, loss reduction works, and there are funds available to help. The average benefit-cost ratio for a federally funded mitigation project is 6:1.

DMA Planning Requirements
Abby reviewed the intent of DMA planning and explained the basis of DMA planning requirements in the Code of Federal Regulations, which establish the four-phase planning process. This process dovetails with the CRS Program's 10-Step planning process. The completed plan will meet all the requirements of both programs.

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wood.

CRS Requirements

Activity 510 FMP 10-Step Process

The purpose of a floodplain management plan is to reduce potential losses from future disasters. Abby reviewed the FMP planning process noting that the planning requirements of the DMA outline four ordered phases: 1) organize resources, 2) risk assessment, 3) develop a mitigation plan, and 4) adoption and implementation. These phases outline a ten-step planning process reflected in both DMA and CRS planning requirements. Abby reviewed the 10-Step planning process, which is as follows:

1. Organize to Prepare the Plan
2. Involve the Public
3. Coordinate
4. Assess the Hazard
5. Assess the Problem
6. Set Goals
7. Review Possible Activities
8. Draft an Action Plan
9. Adopt the Plan
10. Implement, Evaluate, and Revise the Plan

Phase 1: Organize Resources

Step 1 – Organize to Prepare the Plan

In this step the Village convened the FMPC which includes local staff, citizens, and stakeholders. Additionally, the Village can organize existing resources and inventory what tools, data, and services are available to create the plan.

Step 2 – Plan for Public Involvement

Prepare and develop ways to engage the public in the planning process. This could include integrating the public on the planning team, posting information on websites, developing press releases, and implementing surveys and questionnaires. The Village can receive 5 points for every additional public information activity implemented (up to 30 points).

The Wood planning team has developed a public survey that will help the Committee better understand the community's experiences and concerns with flooding. The survey can be accessed at the link **HERE**.

Step 3 – Coordinate with Other Departments and Agencies

The FMPC should seek the support of other departments for assistance with plan development. These agencies can help connect with the public, provide critical information and data, and provide important insight that enriches the FMP. Please see the presentation for a list of potential departments and agencies.

Phase 2: Risk Assessment

Step 4 – Identify the Hazards

Hazard identification explores what types of events may occur within the Village. Hazards are profiled based on their extent, past occurrences, seasonal patterns, magnitude, and other factors.

Step 5 – Assess the Risks

The risk assessment considers what assets will be affected as well as the location a hazard can occur, previous occurrences, potential impacts, probability, and extent of the evaluated hazards. This step also considers the Village's existing local capability to implement mitigation projects.

Abby briefly discussed the range of data and tools used to evaluate assets and assess risk including building footprint and parcel data, and FEMA's Hazus loss estimation tool.

Phase 3: Develop a Mitigation Plan

Step 6 – Set Planning Goals

The FMPC will develop a set of goals that will guide the creation and implementation of the Plan's mitigation strategy.

Step 7 – Review Mitigation Alternatives

The FMPC will review and choose mitigation activities that reflect the goals and capability of the Village.

Step 8 – Draft Action Plan

At this step, the Village will identify and prioritize action and determine which department is responsible for particular mitigation actions, when the actions will be completed, and how they will be financed.

Phase 4: Adoption and Implementation

Step 9 – Adopt the Plan

At this step, the plan will be adopted by Village Council. The public will have the opportunity to review and provide input that will be incorporated into the plan before adoption.

Step 10 – Review Mitigation Alternatives

Plan implementation requires several steps including assigning an overall project manager and integrating actions into staff work plans. Overtime, the FMPC should monitor changes in vulnerability, report on progress, publicize successes, and revise the plan as necessary. The DMA and CRS program require updates every 5 years. After the plan is adopted the FMPC can maximize CRS credit by meeting quarterly to review plan progress.

Discussion

Abby reviewed the hazards that have been identified for the FMP and asked the Committee if there were any additional hazards that should be evaluated for the Village. The Committee agreed that the list below was comprehensive.

- Coastal/Canal Bank Erosion
- Dam/Levee Failure
- Flood: Coastal and Inland
- Hurricane and Tropical Storm
- Sea Level Rise
- Stormwater/Localized Flooding

The floor was open for any questions and comments.

Larry asked the group to clarify what the goals of the FMP are and what the desired outcome would be.

- **David** responded that the overall goal is to support Palmetto Bay in mitigating flood hazards by identifying flood mitigation projects and ultimately increase the Village's resilience to the hazards identified in the plan.
- **Hugo** said that the goal should be to establish a long-term plan for flood mitigation. He explained that in addition to considering short-term goals and strategies, it is also important to include long-term efforts that will have lasting benefits that protect future residents.

Larry also mentioned that past efforts have been successful in assessing risk and identifying projects, however, this planning process should try and communicate this information to the public on a higher level to ensure that residents know what is doable and what can be done within the means of the Village.

- **David** responded and assured the Committee that the details of mitigation activities and the planning process will be discussed amongst the Committee, and that higher level information will be shared with the public. Public meetings will explain how the FMPC is helping the community and what the public can do to engage and support the process.

Wesley emphasized that that home elevation is not an action that could be applied throughout Florida and Palmetto Bay due to the typical foundation types. For example, drainage projects and other mitigation strategies may be more suitable.

- **David** agreed and noted that there are many other mitigation activities that can be done on properties that do not include elevation. For example, raising HVAC units. He also reminded the Committee that they will have an opportunity to consider specific projects including strategies that apply to the whole community rather than individual properties.
- **Hugo** also added that home elevation is only a small portion of available funding for flood mitigation.

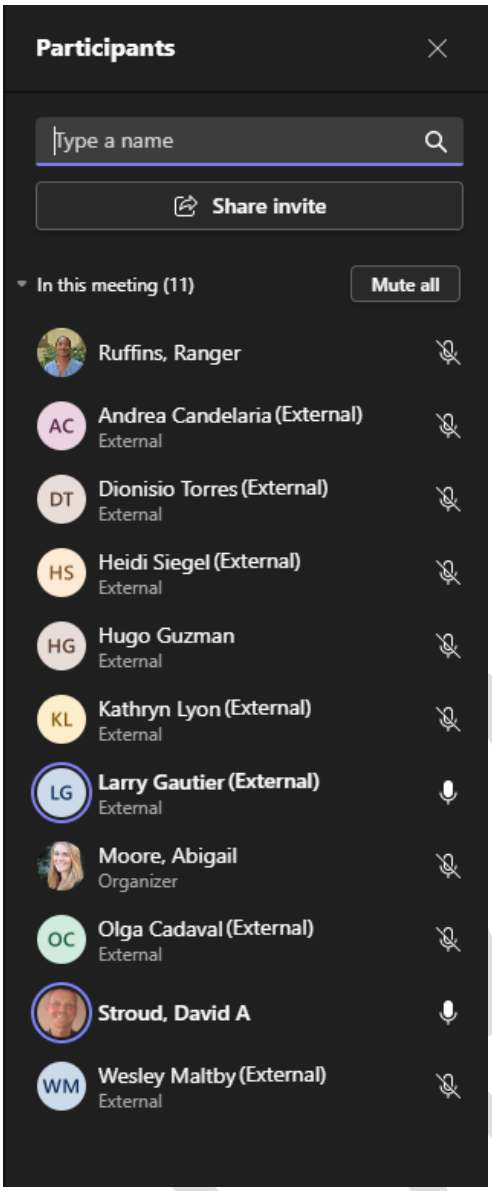
Larry asked about opportunities to better understand the implementation process and some of the challenges and approaches used to implement mitigation strategies.

- **David** responded that the Committee will have an the opportunity to dive into implementation once projects have been identified.

Next Steps

Abby noted that the Wood planning team will hold a public meeting later in the day which will include a paired down version of the FMP review discussed at this meeting. A public survey is available to share with the community and can be accessed **HERE**.

For the next FMPC meeting the Wood planning team will review the draft Hazard Identification and Risk Assessment (HIRA). They will follow up with a DoodlePoll to schedule the meeting in late June or early July.


Participants
Type a name
Share invite
In this meeting (11)
Mute all
Ruffins, Ranger
AC
Andrea Candelaria (External)
External
DT
Dionisio Torres (External)
External
HS
Heidi Siegel (External)
External
HG
Hugo Guzman
External
KL
Kathryn Lyon (External)
External
LG
Larry Gautier (External)
External
Moore, Abigail
Organizer
OC
Olga Cadaval (External)
External
Stroud, David A
WM
Wesley Maltby (External)
External

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FMPC Meeting 2: January 27, 2022

Village of Palmetto Bay Floodplain Management Plan (FMP)
Floodplain Management Planning Committee Meeting #2
Monday, June 27, 2022, 1:30 p.m.
Microsoft Teams Meeting

David Stroud, Abby Moore, and Ranger Ruffins from Wood, and Kathryn Lyon from the Corradino Group, the Village's consultants, were in attendance to facilitate the meeting according to the agenda below.

Agenda

- Where we are in the Planning Process
- Review of the Hazard Identification & Risk Assessment
- Public Survey Update
- Next Steps

Attendance
There were eight people in attendance, seven members of the FMPC and one additional attendee:

- Andrea Candelaria, CRS and Resilience Coordinator, Village of Palmetto Bay
- Olga Cadaval, Director of Communications, Village of Palmetto Bay
- Wesley Maltby, Floodplain Manager and Building Official, Village of Palmetto Bay
- Hugo Guzman, Village Resident & Researcher (Florida International University)
- Larry Gautier, Real Estate Industry Representative (NAI Miami)
- Cristina Lujan, Real Estate Industry Representative (Brown Harris Stevens)
- Eric Tullberg, Resident
- Heidi Siegel, Community and Economic Development Director

Where we are in the Planning Process
David began by reviewing the 10-step planning process. In reviewing the HIRA findings, we are currently completing Step 4 Assess the Hazard and Step 5 Assess the Problem. At the next meeting we will look back at the plan goals and at possible new mitigation actions, which follow Steps 6 and 7.

HIRA Review
Abby reviewed the HIRA process, which includes four main steps: identifying hazards, profiling hazard events, inventorying assets, and estimating losses.

HIRA Organization
Within the plan document, the HIRA is located in Section 4 and includes the following sub-sections:

- 4.1: Hazard Identification
- 4.2: Risk Assessment Methodology
- 4.3: Asset Inventory
- 4.4: Hazard Profiles, Analysis, and Vulnerability
- 4.5: Risk and Vulnerability Conclusions

Hazard Identification
Hazards were identified to coordinate with the flood hazards discussed in the 2018 State of Florida Hazard Mitigation Plan and the 2020 Miami-Dade County Local Mitigation Strategy. Records on major disaster declarations from FEMA and reports of past flood-related storm and weather events from NOAA's NCEI Storm Events Database were also reviewed to weigh the relative significance of flood hazards and ensure their relevance to Palmetto Bay. The hazards identified for inclusion in this Floodplain Management Plan

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are coastal/canal bank erosion, dam/levee failure, flood (coastal and inland), hurricane and tropical storm, sea level rise, and stormwater/localized flooding.

Asset Inventory

Abby reviewed the asset inventory which was used as the basis for estimating exposure and vulnerability in Palmetto Bay. The asset inventory for property was compiled using 2021 parcel data provided by Palmetto Bay, and critical facilities were identified from a list used for the Miami-Dade County LMS update. These assets are summarized by occupancy and type below:

Occupancy Type	Building Count	Total Building Value	Estimated Content Value	Total Value
Agriculture	4	$3,026,460	$3,026,460	$6,052,920
Commercial	217	$1,173,768,441	$1,173,768,441	$2,347,536,882
Education	42	$666,037,716	$666,037,716	$1,332,075,432
Government	113	$2,731,652,785	$2,731,652,785	$5,463,305,570
Industrial	1	$4,482,500	$6,723,750	$11,206,250
Religious	19	$101,681,184	$101,681,184	$203,362,368
Residential	7,851	$3,339,123,610	$1,669,561,805	$5,008,685,415
Total	**8,247**	**$8,019,772,696**	**$6,352,452,141**	**$14,372,224,837**

Facility Type	Count	Structure Value
Adult Care Facility	5	$5,861,219
Fire Station	1	$1,190,974
Government	2	$8,573,600
Hazmat	1	$3,523,600
Police Station	1	$7,032,587
School	17	$180,211,845
Total	**27**	**$134,393,825**

For spatial analysis of population at risk, residential property counts and the Village's average household size were used to estimate exposure.

Priority Risk Index

Abby discussed the Priority Risk Index methodology used to score and compare the hazards based on their relative risk. The PRI scores are generated using five weighted categories. A summary of PRI ratings and resulting scores is provided below:

Hazard	Probability	Impact	Spatial Extent	Warning Time	Duration	PRI Score
Coastal/Canal Bank Erosion	Likely	Minor	Negligible	More than 24 hrs	More than 1 week	1.9
Dam/Levee Failure	Unlikely	Limited	Negligible	Less than 6 hrs	Less than 1 week	1.8
Flood (Coastal and Inland)	Likely	Critical	Large	6 to 12 hours	Less than 1 week	3.2
Hurricane and Tropical Storm	Highly Likely	Critical	Large	More than 24 hrs	Less than 1 week	3.3
Sea Level Rise	Highly Likely	Limited	Small	More than 24 hrs	More than 1 week	2.9
Stormwater/ Localized Flooding	Highly Likely	Limited	Small	6 to 12 hours	Less than 24 hours	2.8

Hazard Profiles & Vulnerability Assessment

Ranger reviewed the following key findings from each of the hazard profiles:

- Coastal/Canal Bank Erosion:
  - Data is limited on the extent and location of past erosion.
  - SFWMD has noted that boat wake is causing canal bank erosion in Palmetto Bay, particularly in the C-100 canals, but it is not compromising flood protection of canals. SFWMD has identified locations where restoration is needed in C-100 canal system.

- Dam/Levee Failure
  - There are 21 dams in Miami-Dade County but none in Palmetto Bay or close enough upstream that they would be expected to impact the Village. Inundation areas were not available to be able to confirm this.
  - A small area of Palmetto Bay is protected by the L-31 North levee and could be impacted by its failure.
- Flood (Coastal and Inland)
  - Under the effective FIRM, 55% of the Village is in the SFHA. The preliminary FIRMs show a substantial change, lowering the SFHA acreage to 19.4% of the Village but increasing the area within the Shaded Zone X (0.2% annual chance floodplain). Palmetto Bay is also getting areas of Zone AH in the preliminary FIRM, which indicates areas of shallow flooding. Zone AH is part of the SFHA.
  - Flood loss estimates modelled in Hazus for the effective FIRM indicate that the 1% annual chance flood event could cause $1.39 billion in property damage. This amount exceeds the current flood insurance coverage in Palmetto Bay, which is $1.03 billion.
  - Four critical facilities are located in the SFHA and may be impacted by flooding; one is elevated on fill.
- Hurricane and Tropical Storm
  - On average, a tropical cyclone track passes within 50 miles of Palmetto Bay once every two years.
  - There are 71 tropical storm and hurricane impacts reported within Miami-Dade County between 1996-2022.
  - Storm surge exposure was estimated using SLOSH data. Approximately 827 buildings and $981 million in property value is exposed to the modeled Category 1 storm surge. Approximately 4,823 buildings and $6.98 billion in property value is exposed to the modeled Category 3 storm surge.
- Sea Level Rise
  - By 2040, sea level in the region is projected to rise 10-17 inches above the 2000 mean sea level, with increases to 21-54 inches by 2070 and 40-136 inches by 2120.
  - 1 residential building is exposed to 1-foot of sea level rise; 30 residential buildings are exposed to 2-feet of sea level rise; 54 buildings, including residential and commercial, are exposed to 3-feet of sea level rise.
  - *Correction – no critical facilities are exposed to projected sea level rise*
- Stormwater/Localized Flooding
  - Data on past localized flood is limited. The Stormwater Master Plan identifies areas of drainage deficiencies.

The final hazard risk ranking is as follows:

High Risk (≥3.0)	Hurricane and Tropical Storm Flood (Coastal and Inland)
Medium Risk (2.0 – 2.9)	Sea Level Rise Stormwater/Localized Flooding
Low Risk (< 2.0)	Coastal/Canal Bank Erosion Dam/Levee Failure

Survey Update

Ranger provided an update on survey results, which are limited to three responses so far. The FMPC discussed opportunities to further publicize the survey, including the following methods:

- Bringing hard copies of the survey to the Village's July 4th event
- Posting a link to the survey on NextDoor
- Putting a blurb in the community newspaper run by Grant Miller
- Placing hard copies of the survey in the public library. (Hard copies are already available in Village Hall and Public Services).

Discussion

The floor was open for any questions and comments.

- Eric noted that many of the flood hazards in the Village are interrelated.
- Eric suggested that input from SFWMD is needed to better understand flood risks, especially around control structures and canals managed by SFWMD. The location at Franjo Road where the C-100 and the C-1 join was noted as problem for flooding.
- Eric suggested that more detailed topographic data is needed to better evaluate flooding. David noted that most topographic data comes from USGS and more detailed data is not available to the consulting team's knowledge.

Next Steps

The plan update process is progressing faster than expected; Abby presented an updated schedule to reflect this. The next FMPC meeting will be held in August, and the draft plan should be ready for a final meeting in October.

Abby reiterated the need to publicize the public survey. The Village will also need to request stakeholder input in the plan, which Abby will coordinate with Andrea.

The FMPC was asked to review the draft HIRA section of the plan and provide feedback to the Wood planning team by **Friday, July 29th**. Wood will send a copy of the draft HIRA to committee members after the meeting.

For the next FMPC meeting the Wood planning team will facilitate a discussion of capabilities, plan goals, objectives, and mitigation strategies. Wood will follow up with a Doodle Poll to schedule the next meeting.

FMPC Meeting 3: August 24, 2022

Village of Palmetto Bay Floodplain Management Plan (FMP)
Floodplain Management Planning Committee Meeting #3
Wednesday, August 24, 2022, 11:00 a.m.
Microsoft Teams Meeting

David Stroud, Abby Moore, and Ranger Ruffins from Wood, and Kathryn Lyon from the Corradino Group, the Village's consultants, were in attendance to facilitate the meeting according to the agenda below.

Agenda

- Where we are in the Planning Process
- Review of the Hazard Identification & Risk Assessment key issues
- Set Goals and Objectives
- Develop Mitigation Actions
- Next Steps

Attendance
There were eight people in attendance, five members of the FMPC and three additional attendees:

- Andrea Candelaria, CRS and Resilience Coordinator, Village of Palmetto Bay
- Olga Cadaval, Director of Communications, Village of Palmetto Bay
- Hugo Guzman, Village Resident & Researcher (Florida International University)
- Eric Tullberg, Resident
- Heidi Siegel, Community and Economic Development Director
- Dionisio Torres, Director of Public Services
- Julian Perez, Guest
- Robin Yang, Guest

Where we are in the Planning Process
David began by reviewing the 10-step planning process. With this meeting, we are currently working on steps 6 and 7, Set Goals and Review Possible Activities. The next step will be to draft and review a Draft Action Plan (Step 8) and at the next meeting we will discuss steps 9 and 10, Adopt the Plan and Implementation.

HIRA Review
Ranger reviewed the Priority Risk Index (PRI) scores and rankings for each hazard. Hurricane & tropical storm and Flood: coastal & inland are high priority hazards. Sea level rise and Flood: stormwater/localized are moderate priority hazards. Coastal/Canal bank erosion and Dam/levee failure are low priority hazards. Ranger also briefly reviewed key issues for each hazard.

Set Goals and Objectives
The goal of this process was to brainstorm four to five potential goals and objectives for the FMP. To help kickstart the brainstorming process, Abby reviewed the Miami-Dade County Local Mitigation Strategy (LMS) Goals and the Village's Comprehensive Plan goals, highlighting the coastal management, conservation, and infrastructure elements of the plan. Abby noted that these plans may help generate ideas for the FMP and help integrate efforts between the Village's complimentary plans. She also reminded the committee that there will need to be at least one project for each identified goal.

A poll was used to help committee members rank potential goals and narrow down areas of focus. The topics with the most support were "educate the public on risk, preparedness, and mitigation" and "protect people and public health and safety". There were several other topics of interest around property protection, natural resource protection, and regulation. The committee landed on the following broad priority areas for the proposed goals:

- Educate the public on risk, preparedness, and mitigation

- Protect people, property, critical facilities, and public health
- Implement regulatory initiatives around the restriction of development in hazardous areas and management of new development
- Protect wetlands and environmentally sensitive areas

David also suggested the inclusion of resilience in the Village's goal statements, since the Village held a resilience workshop and created Andrea's position as resilience coordinator, showing its importance locally.

The Wood team will develop and propose four goals around the selected topics and provide them to the committee for review and input.

Develop Mitigation Actions

There are a few requirements necessary for the Mitigation Action plan: include at least one action for each goal; two actions for each hazard must be included; and action much cover at least five of the six FEMA Mitigation Categories

Abby reviewed the six FEMA mitigation categories and provided potential examples. Action ideas for the categories can be found on slides 18-20 in the presentation. Abby also reviewed action items from the recent LMS and South Florida Regional Compact Recommendations. She noted that there may be an opportunity to include some of these efforts in the FMP to integrate plans and further pursue the Villages previously identified interests.

The committee developed the following list of potential action items and topics to incorporate into the mitigation action plan:

- Coordinate with SFWMD on flood-related initiatives and educational outreach
- Explore potential opportunities for floodplain buyouts
- Three action items from LMS
    - Public Structure Construction: community center that serves as shelter during disasters
    - Village-Wide Hazard Mitigation Planning broken up by roadway range
    - Thalatta Estate Shoreline Stabilization project
- Explore increasing freeboard or elevation opportunities for new development
- Expand GIS capabilities and resources
- Provide flood mitigation and flood hazard awareness education and outreach materials to the community (ex: PPI brochures)
- Address problems related to septic systems and sea level rise and rising groundwater tables
- Coordinate with the state and Miami-Dade County for access to better topographic data (2-ft contour intervals)

Other action development considerations:

- Andrea noted that SFWMD provided their Sea Level and Flood Resiliency Plan for 2022 in response to a coordination request, which may be another good source of mitigation actions to integrate into this FMP. The Wood team will review actions outlined in the report for applicable actions that Palmetto Bay could pursue.
- Consider a resilience related action(s) as the Village has been working to improve resiliency
- David to review higher regulatory standards with Andrea and explore opportunities to include in action plan
- Review stormwater/drainage projects. Any that are of interest but have not received funding would be good to include in the plan. (https://www.miamidade.gov/environment/library/maps/2021-stormwater-management-program-master-plan.pdf)

Once the draft action items and goals are developed, they will be shared with the FMPC for comments and revision. Actions will also be shared with SFWMD and other stakeholders for review and any additional feedback.

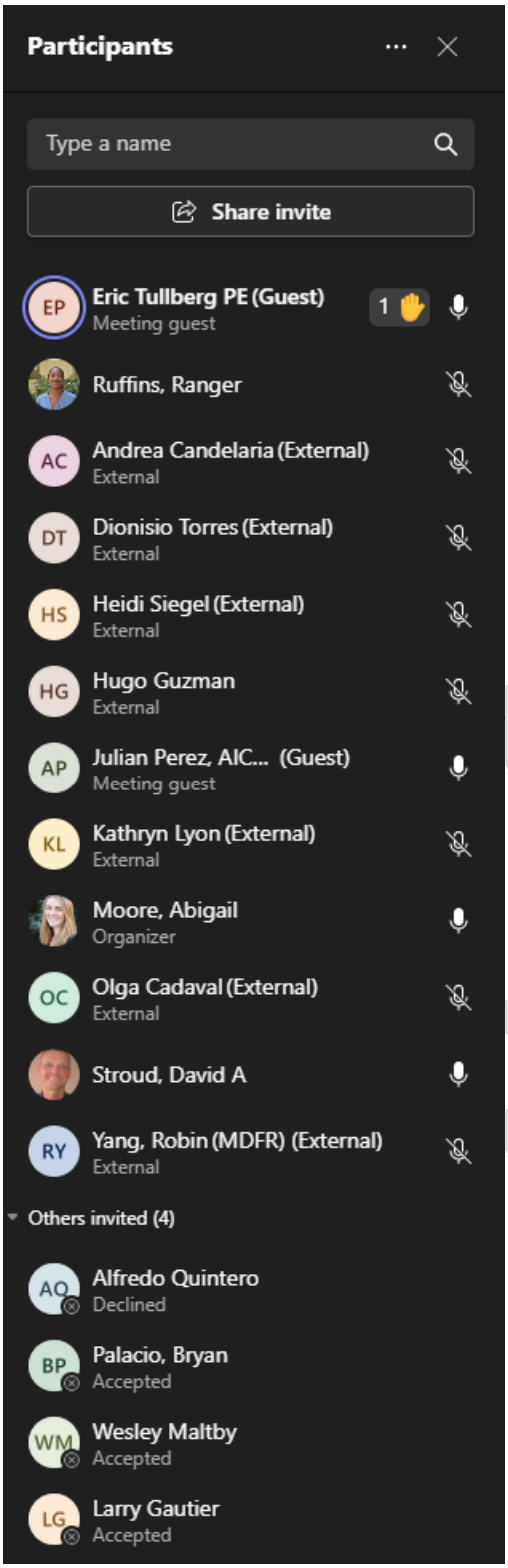
Next Steps

Abby reiterated the need to publicize the public survey.

The Wood team will send the FMPC a draft of the proposed goals, objectives, and action items to review. The goal is to have comments back by **Friday, September 30th**. The FMPC is asked to provide:

- Comments/Revisions on draft goals and objectives
- Comments/Revisions to draft mitigation action plan
- Additional mitigation action ideas and implementation details

The next FMPC meeting will be held in October, and the Committee will have an opportunity to review the draft plan and discuss adoption and implementation.


Participants
Type a name
Share invite
EP
Eric Tullberg PE (Guest)
Meeting guest
1
Ruffins, Ranger
AC
Andrea Candelaria (External)
External
DT
Dionisio Torres (External)
External
HS
Heidi Siegel (External)
External
HG
Hugo Guzman
External
AP
Julian Perez, AIC... (Guest)
Meeting guest
KL
Kathryn Lyon (External)
External
Moore, Abigail
Organizer
OC
Olga Cadaval (External)
External
Stroud, David A
RY
Yang, Robin (MDFR) (External)
External
Others invited (4)
AQ
Alfredo Quintero
Declined
BP
Palacio, Bryan
Accepted
WM
Wesley Maltby
Accepted
LG
Larry Gautier
Accepted

DRAFT

FMPC Meeting 4: DATE TBD

Minutes

DRAFT

Attendance

DRAFT

Planning Step 2: Involve the Public

Table A.2 – Public Meeting Dates

Meeting Type	Meeting Topic	Meeting Date	Meeting Locations
Public Meeting #1	3) Introduction to DMA, CRS and the planning process 4) Introduction to hazard identification	June 9, 2022 5:00 – 6:00 p.m.	Go To Meeting webinar
Public Meeting #2	3) Review "Draft" Floodplain Management Plan 4) Solicit comments and feedback from the public	TBD	Go To Meeting webinar

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Public Meeting Minutes and Attendance

Public Meeting 1: June 9, 2022

Minutes and Attendance

Village of Palmetto Bay Floodplain Management Plan (FMP)
Floodplain Management Planning Public Meeting #1
Monday, June 9, 2022, 5 p.m.
Microsoft Teams Meeting

David Stroud, Abby Moore, and Ranger Ruffins from Wood, and Kathryn Lyon from the Corradino Group, the Village's consultants, were in attendance to facilitate the meeting according to the agenda below.

Attendance
There were eight people in attendance, three members of the FMPC and five additional attendees:

- Andrea Candelaria, CRS and Resilience Coordinator, Village of Palmetto Bay
- Wesley Maltby, Floodplain Manager and Building Official, Village of Palmetto Bay
- Heidi Siegel, Community and Economic Development Director
- Councilmember Marsha Matson, Village of Palmetto Bay
- Mayor Karyn Cunningham, Village of Palmetto Bay
- Nick Marano, Village Manager
- Two Additional Village Members

Agenda

- Introductions
- Community Rating System (CRS) Overview and Benefits
- Trends in Disasters
  - Why plan?
- Disaster Mitigation Act (DMA) and CRS Planning Requirements
  - Activity 510 Floodplain Management Planning 10 – Step Process
- How to Stay Involved

Discussion
Andrea shared two public comments that she received regarding the plan. These were written comments, received before the public meeting, and were read aloud to the committee. The first commented stated that the resident has observed two sources of flooding: storm surge and freshwater flooding. The resident stated that there needs to be accurate data and modelling for a range of possible flood scenarios. They also pointed out that the C-100 canals and the various canal connections create flooding challenges.

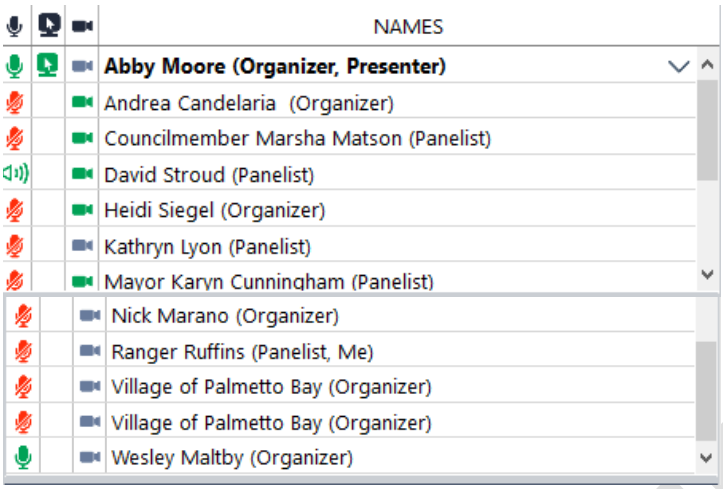
The second comment suggested that the Village consider a project with the Water Management District that addresses waterproof flood gates. The resident stated that the flood gate motors have been damaged from storm surge and such a project could address associated challenges.

After the presentation following the agenda outlined above, the floor was open for any questions and comments.

- An attendee asked if there is a difference between the FMPC and the Village's Resilience Committee, and if people could still join the FMPC.
  - Andrea responded and said that the Resilience Committee is a separate from the FMPC
  - David also noted that there is still an opportunity to join the FMPC and assist with the plan development process. Andrea said that she would follow up with the attendee could join future meetings.

1 Village of Palmetto Bay, FL FMP | FMPC Public Meeting 1

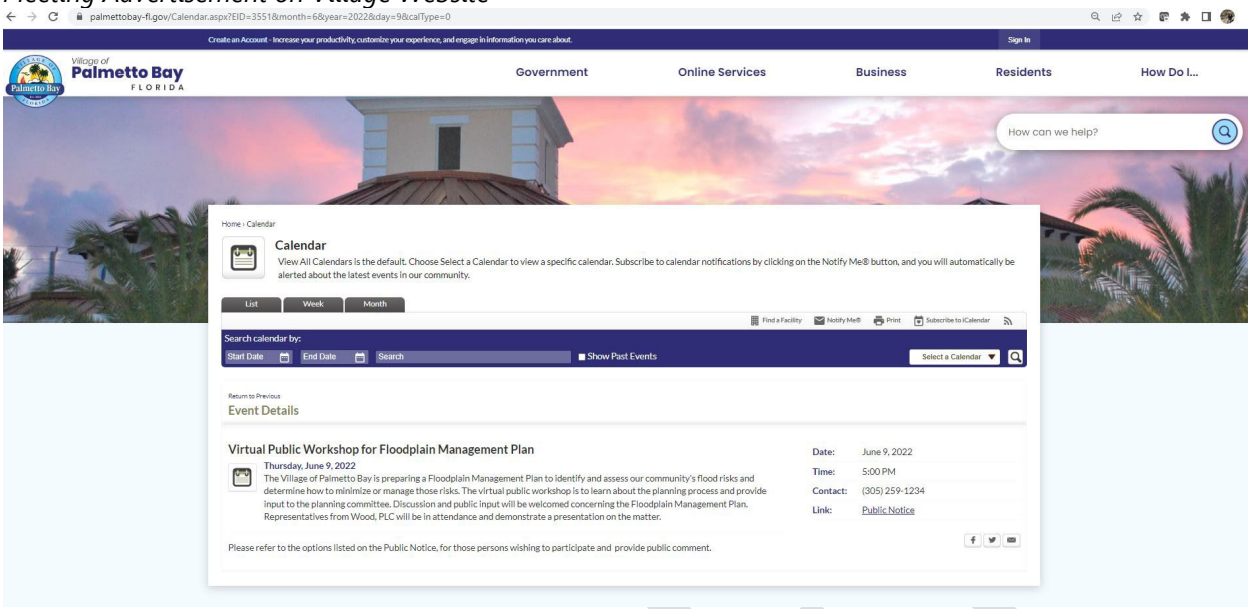
wood.



Public Comments Received For Meeting 1

General Public Comments - "Requests, Petitions & Public Comments Submitted"	I would like to see our village organize a joint project with the county & the water management district to jointly fund a project to waterproof or otherwise protect the motors that operate the flood gates on c-100 canal in Palmetto Bay. the village can earmark some of the ARP money for this purpose. The flood gates are currently being left open during storm surges, allowing the canals & surrounding areas to be flooded. This is because of the possibility that the motors might be damaged by storm surge & not be able to be opened again after the surge to allow canals to drain into bay. I know the water management district controls this floodgate, so I would like to see the village contact them to propose this joint project & perhaps our new resiliency coordinator/committee can handle this project for us.
General Public Comments - "Requests, Petitions & Public Comments Submitted"	There are two risks of flooding in Palmetto Bay - Storm Surge & Freshwater Flooding. Both must be addressed. We need accurate topo maps to the nearest foot based on the 1988 Vertical Datum (Many older maps are based on the 1929 NAVD. We need accurate info on the max., min, &operating heights of Control Structures S123, S122, S118, S119, & S-120 and pumps S700 from SFWMD. It would be really useful to have an engineer from SFWMD advise what their plans are in various storm scenarios (Windy, fast moving like Andrew, Wet with surge like Wilma, or a rain event like last week). People need to recognise that the C-100 Canal is connected to the C1 Canal at Franjo Rd. through the C-100B & C-1N Canals and that elevations less than 5 ft. around the C-1 Canal limit surge protection to Palmetto Bay. Except for those east of Old Cutler Rd., flooding from rain will be the main problem.

Meeting Advertisement on Village Website



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Formal Public Notice

VILLAGE OF PALMETTO BAY
NOTICE OF VIRTUAL PUBLIC WORKSHOP
FOR FLOODPLAIN MANAGEMENT PLAN

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay is preparing a Floodplain Management Plan to identify and assess our community's flood risks and determine how to minimize or manage those risks. The *virtual* public workshop will be held on **Thursday, June 9, 2022, at 5:00 p.m.**, to learn more about the planning process and providing input to the planning committee.

Discussion and public input will be welcomed concerning the Floodplain Management Plan. Representatives from Wood, PLC will be in attendance and demonstrate a presentation on the matter.

This workshop will be conducted using a teleconferencing platform and broadcast live. All members of the public are welcomed to participate and provide input during the virtual public workshop. Members of the public may watch via the Village's official Facebook page and/or our Granicus web stream on www.palmettobay-fl.gov.

Although this is not an official meeting of the Village Council, Councilmembers may attend at their option to watch and observe. No official action will be taken during the workshop.

For persons wishing to participate virtually and provide public comment, please refer to the options listed below:

Public comments forum (Option 1): Prior to the meeting, the public can submit a web form available at this address: https://www.palmettobay-fl.gov/formcenter/public-comments-form-10/public-comments-form-52. **All *form submissions received by Thursday, June 9, 2022, by 3:00 PM, will be read into the record during the workshop.*** *Form submissions received after the deadline shall remain part of the record.*

Public comments forum (Option 2): Public attendees wishing to provide real-time, audible public comments during the meeting may do so using GoToWebinar's desktop, laptop, tablet, or smartphone app. Once registered, attendees will receive GTW session information and call-in telephone numbers for those wishing to use a telephone. Telephone attendees may not participate in public comment as the system has no way to mute or unmute. Attendees wishing to speak during public comment time must use the GoToWebinar application on their desktop, laptop, or smart device. Attendees may not use a webcam whatsoever. In lieu if no availability to participate through the webinar, please submit your public comment using the web form as described above.

Please register to attend the session as follows:

https://attendee.gotowebinar.com/register/5940556195056893197
After registering, you will receive a confirmation email containing information about joining the webinar.

Any meeting may be opened and/or continued, under such circumstances, additional legal notice would not be provided. Any person may contact Village Hall at (305) 259-1234 for additional information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation (or hearing impaired) to participate in this proceeding or to review any documents relative thereto should contact the Village for assistance at (305) 259-1234 no later than twelve (12) hours prior to the proceedings.

If a person decides to appeal any decision made by the Village Council, with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

www.palmettobay-fl.gov

Public Notice Sent to Department Heads and Village Council

From: Missy Arocha
To: Village Council; Directors
Cc: Nick Marano; John Dellagloria; Heidi Siegel; Andrea Candelaria; Melissa Dodge; Missy Arocha; IT Division; Communications Division
Subject: Notice of Virtual Public Workshop: Floodplain Management Plan
Date: Thursday, June 2, 2022 11:57:14 AM
Attachments: 2022-06-09-Public Workshop-Floodplain Management Plan.pdf
image001.png

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay is preparing a Floodplain Management Plan to identify and assess our community's flood risks and determine how to minimize or manage those risks. The ***virtual*** public workshop will be held on **Thursday, June 9, 2022, at 5:00 p.m.**, to learn more about the planning process and providing input to the planning committee. Discussion and public input will be welcomed concerning the Floodplain Management Plan. Representatives from Wood, PLC will be in attendance and demonstrate a presentation on the matter.

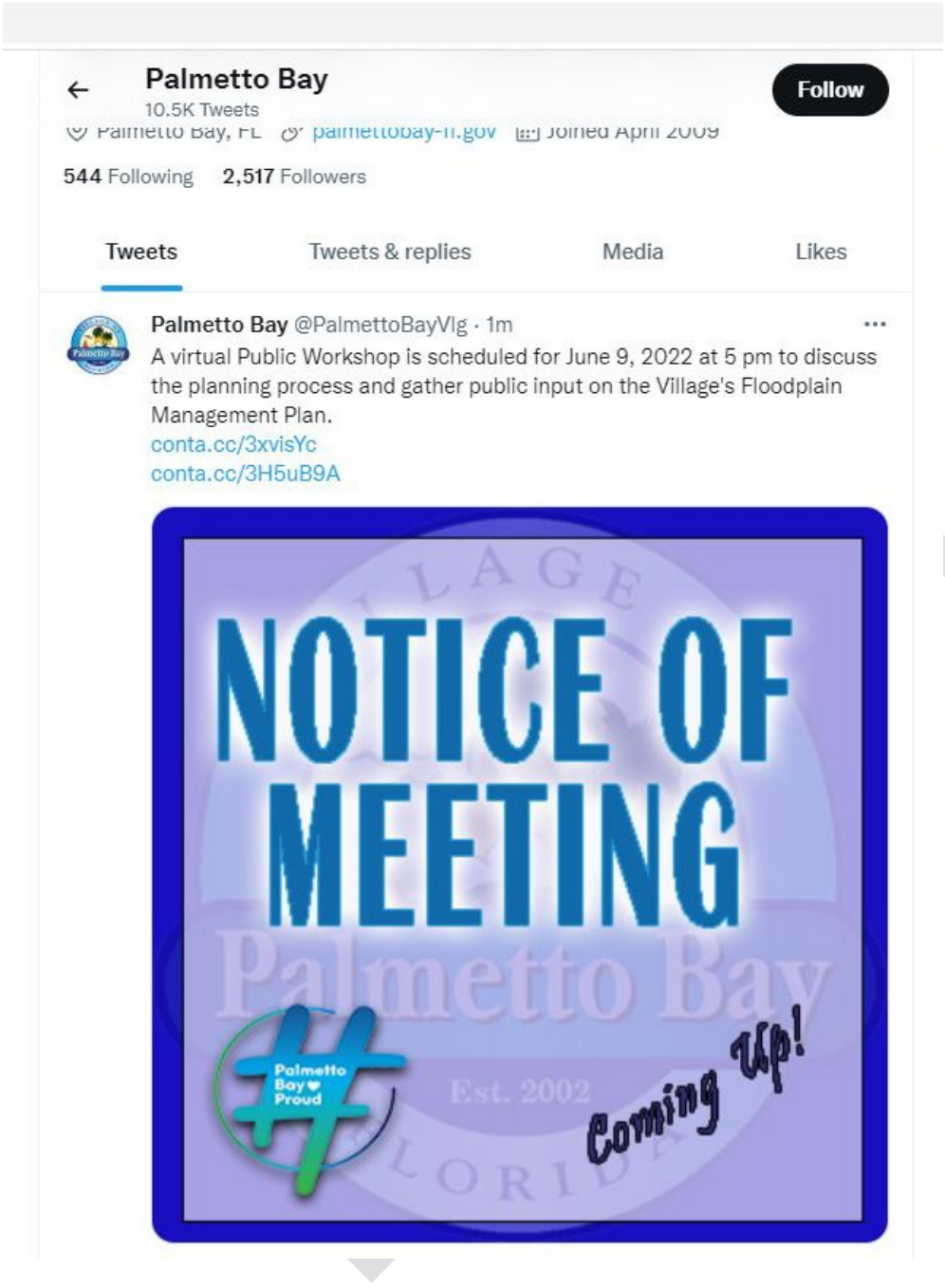
This workshop will be conducted using a teleconferencing platform and broadcast live. All members of the public are welcomed to participate and provide input during the virtual public workshop. Members of the public may watch via the Village's official Facebook page and/or our Granicus web stream on www.palmettobay-fl.gov.

Although this is not an official meeting of the Village Council, Councilmembers may attend at their option to watch and observe. No official action will be taken during the workshop.

Respectfully,

Missy Arocha, *MPA*
Village Clerk / Passport Acceptance Facility Manager
Village of Palmetto Bay

Public Meeting Advertisement on Village Twitter



Public Meeting 2: TBD

Minutes and Attendance

DRAFT

Public Comments Received For Meeting 1

DRAFT

Meeting Advertisement on Village Website

DRAFT

Formal Public Notice

DRAFT

Public Meeting Advertisement on Village Twitter

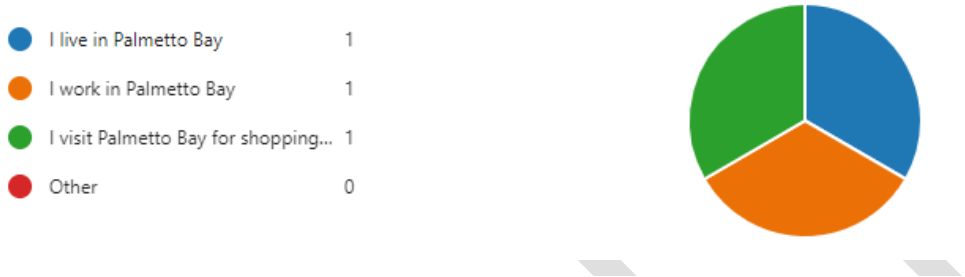
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Public Survey

The Village of Palmetto Bay distributed a public survey that requested public input into the Floodplain Management Plan planning process to help the FMPC understand the impacts of past floods and identify mitigation activities that could lessen the risk and impact of future flood events. The survey was provided online on the Village's website and in hard copy at Village Hall and the local library. Only three responses were received. The survey results are summarized below.

1. What is your affiliation with Palmetto Bay?

More Details



2. Have you ever experienced or been impacted by high water or flooding in Palmetto Bay?

More Details



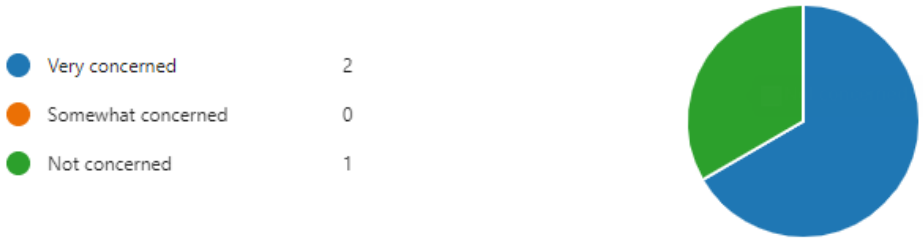
3. If you answered "Yes" to question 2, please explain your experience with flooding.

0
Responses

Latest Responses

4. How concerned are you about the possibility of your community being impacted by flooding?

More Details



5. Is your home located in a Federal Emergency Management Agency (FEMA) mapped floodplain?

More Details

Yes	1
No	2
I don't know	0



6. Do you have flood insurance for your home and/or personal property?

More Details

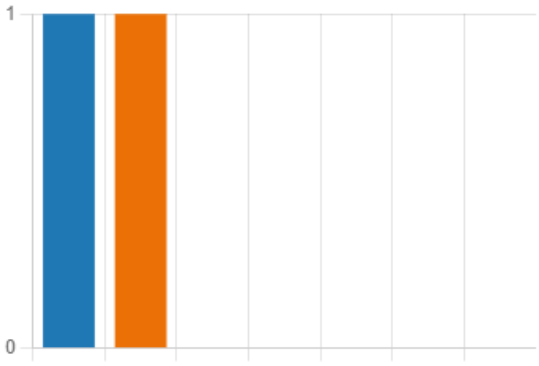
Yes	1
No	2
I don't know	0



7. If you do NOT have flood insurance, what is the reason?

More Details

My home is not located in a flo...	1
I rent	1
It's too expensive	0
I never really considered it	0
I don't need it because my hom...	0
I don't need it because it never f...	0
Other	0



8. Have you taken any actions to protect your home from flood damage?

More Details

Yes	0
No	3



9. If you answered "Yes" to question 8, what actions have you implemented?

0
Responses

Latest Responses

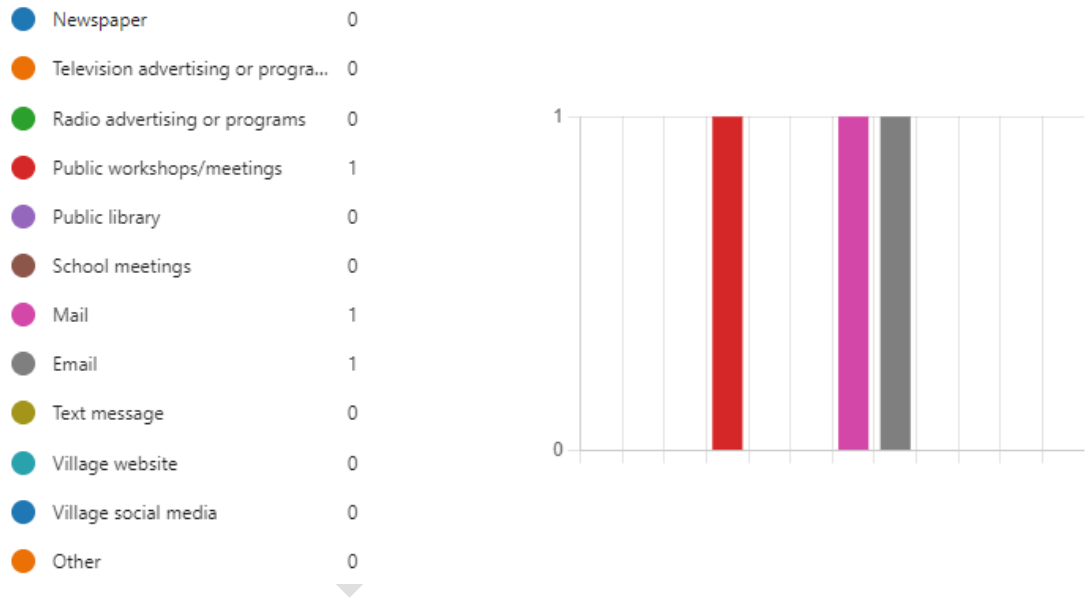
10. Do you know what government agency/office to contact regarding the risks associated with flooding?

More Details



11. What is the most effective way for you to receive information about how to make your home or neighborhood more resistant to flood damage?

More Details



12. What are some steps the Village of Palmetto Bay could take to reduce the risk of flooding in your neighborhood?

More Details

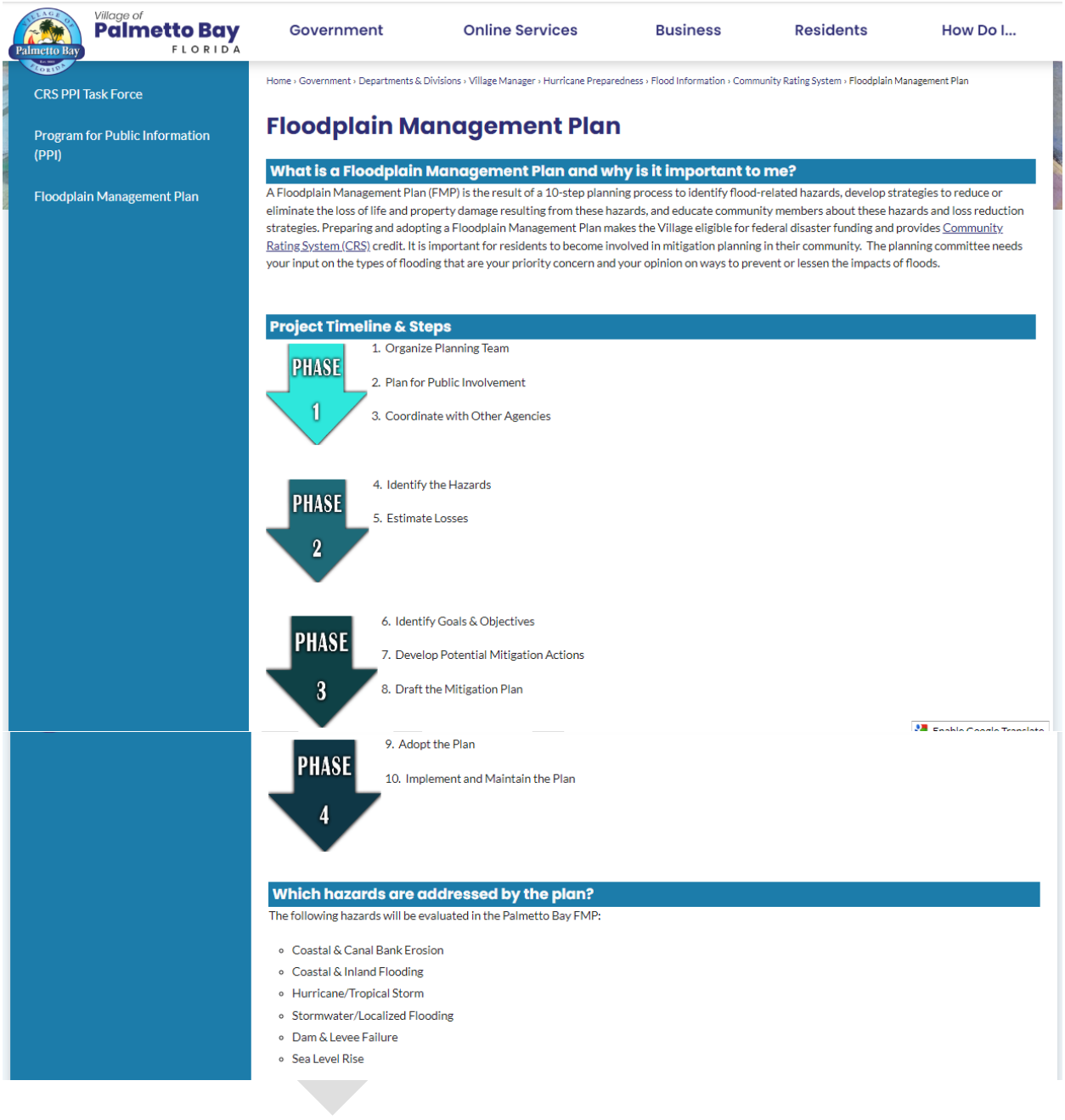
1
Responses

Latest Responses

"Follow the Flood Management Initiative "

Other Outreach Efforts

Planning process information posted on Village website



Village of Palmetto Bay FLORIDA

Government | Online Services | Business | Residents | How Do I...

- CRS PPI Task Force
- Program for Public Information (PPI)
- Floodplain Management Plan

Home › Government › Departments & Divisions › Village Manager › Hurricane Preparedness › Flood Information › Community Rating System › Floodplain Management Plan

Floodplain Management Plan

What is a Floodplain Management Plan and why is it important to me?

A Floodplain Management Plan (FMP) is the result of a 10-step planning process to identify flood-related hazards, develop strategies to reduce or eliminate the loss of life and property damage resulting from these hazards, and educate community members about these hazards and loss reduction strategies. Preparing and adopting a Floodplain Management Plan makes the Village eligible for federal disaster funding and provides Community Rating System (CRS) credit. It is important for residents to become involved in mitigation planning in their community. The planning committee needs your input on the types of flooding that are your priority concern and your opinion on ways to prevent or lessen the impacts of floods.

Project Timeline & Steps

PHASE 1
1. Organize Planning Team
2. Plan for Public Involvement
3. Coordinate with Other Agencies

PHASE 2
4. Identify the Hazards
5. Estimate Losses

PHASE 3
6. Identify Goals & Objectives
7. Develop Potential Mitigation Actions
8. Draft the Mitigation Plan

PHASE 4
9. Adopt the Plan
10. Implement and Maintain the Plan

Which hazards are addressed by the plan?

The following hazards will be evaluated in the Palmetto Bay FMP:

- Coastal & Canal Bank Erosion
- Coastal & Inland Flooding
- Hurricane/Tropical Storm
- Stormwater/Localized Flooding
- Dam & Levee Failure
- Sea Level Rise

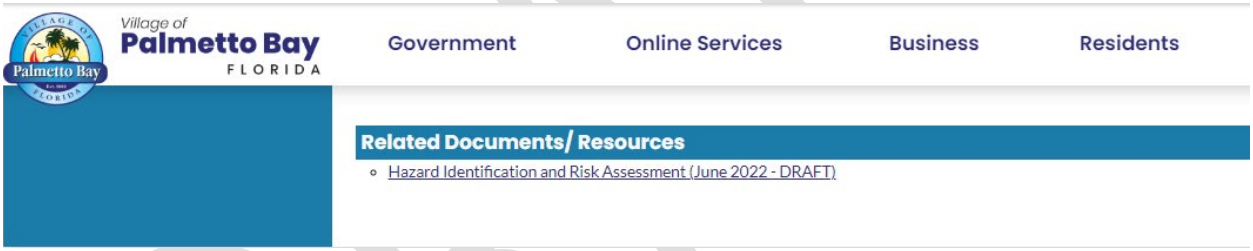
Public survey announcement and link posted on Village website

How can I participate?

Respond to the survey. Use this QR code to respond to the public survey and help the planning committee understand flood risks and mitigation needs. The survey is also available in hard copy format. The survey should only take about five minutes to complete. Respond ASAP to ensure your opinion is captured!

Send us information or comments. If you have additional information to share for inclusion in the plan, please contact the Village of Palmetto Bay Resilience Coordinator or Abigail Moore, the Village's planning consultant from Wood Environment & Infrastructure Solutions, Inc.

Draft Hazard Identification and Risk Assessment posted for public review and comment on the Village website.



Public Meeting recording and presentation posted on Village website

Public Meeting - Planning Process Kick-off Presentation

The first public meeting for the Floodplain Management Plan (FMP) was held on June 9, 2022. During the meeting, a presentation was made to discuss the Community Rating System requirements, trends in disaster, the Disaster Mitigation Act (DMA) planning requirements, and the FMP planning process.

You can download the presentation by clicking the link below. If you missed the first public meeting, you can catch it online by clicking below:

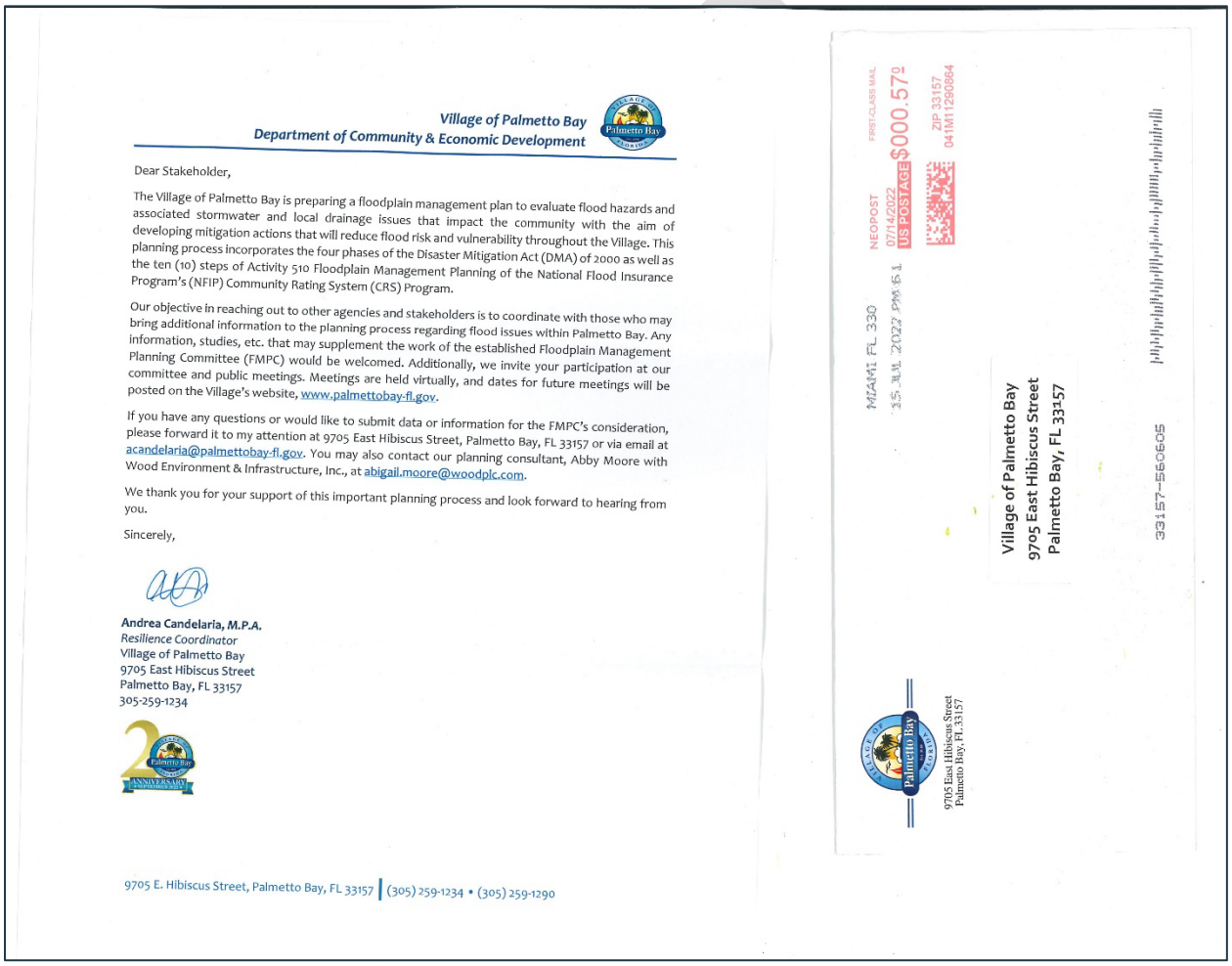
- FMP Planning Process- Public Kick-off Meeting Presentation
- Watch the Meeting Video

Draft Floodplain Management Plan posted on Village website for public review and comment.

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Planning Step 3: Coordinate

This planning step credits the incorporation of other agencies' plans and efforts into the development of the Floodplain Management Plan. Other agencies and organizations must be contacted to determine if they have studies, plans and information pertinent to the Floodplain Management Plan, to determine if their programs or initiatives may affect the community's program, and to see if they could support the community's efforts. To incorporate stakeholder input into the plan, the Village and the FMPC identified a variety of stakeholders and sent a letter inviting each stakeholder to provide data or information relevant to the planning process, review draft plan documents, and provide feedback and comments. A sample coordination letter is provided below. A copy of all coordination letters can be provided upon request by the Village of Palmetto Bay Community & Economic Development Department. A list of the stakeholders who were contacted is provided in Table A.1.



Village of Palmetto Bay
Department of Community & Economic Development

Dear Stakeholder,

The Village of Palmetto Bay is preparing a floodplain management plan to evaluate flood hazards and associated stormwater and local drainage issues that impact the community with the aim of developing mitigation actions that will reduce flood risk and vulnerability throughout the Village. This planning process incorporates the four phases of the Disaster Mitigation Act (DMA) of 2000 as well as the ten (10) steps of Activity 510 Floodplain Management Planning of the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program.

Our objective in reaching out to other agencies and stakeholders is to coordinate with those who may bring additional information to the planning process regarding flood issues within Palmetto Bay. Any information, studies, etc. that may supplement the work of the established Floodplain Management Planning Committee (FMPC) would be welcomed. Additionally, we invite your participation at our committee and public meetings. Meetings are held virtually, and dates for future meetings will be posted on the Village's website, www.palmettobay-fl.gov.

If you have any questions or would like to submit data or information for the FMPC's consideration, please forward it to my attention at 9705 East Hibiscus Street, Palmetto Bay, FL 33157 or via email at acandelaria@palmettobay-fl.gov. You may also contact our planning consultant, Abby Moore with Wood Environment & Infrastructure, Inc., at abigail.moore@woodplc.com.

We thank you for your support of this important planning process and look forward to hearing from you.

Sincerely,

Andrea Candelaria, M.P.A.
Resilience Coordinator
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
305-259-1234

9705 E. Hibiscus Street, Palmetto Bay, FL 33157 | (305) 259-1234 • (305) 259-1290

NEOPOST 07/14/2022 US POSTAGE $000.57⁰ FIRST-CLASS MAIL
ZIP 33157 041M11290864
MIAMI FL 330
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157
33157-5606
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Table A.3 – Stakeholder Coordination Contact List

Name	Title/Position, Organization/Agency
Local Associations and Non-Profit Organizations	
Josett Valdez	South Florida Region of the American Red Cross, Greater Miami and the Keys Chapter
Deborah Koch	Executive Director, South Florida Region of the American Red Cross, Greater Miami and the Keys Chapter
Karyn Cunningham	Palmetto Bay Foundation, Inc.
Grant Miller	Palmetto Bay Business Association, Inc.
Bonnie Eilieene Barnes	Deering Estate Foundation
Educational Institutions	
Shimon Wdowinski	Florida International University
Ben Kirtman	Rosenstiel School of Marine, Atmospheric, and Earth Science, University of Miami
Jessica Brumley	Vice President, Facilities Operations & Planning, University of Miami
David Letson, PhD	Professor and Interim Chair of the Department of Environmental Science and Policy, University of Miami
Elizabeth Bejar	Executive Vice President and Chief Operating Officer, Florida International University
Neighboring Communities	
Yocelyn Galiano	Village Manager, Village of Pinecrest
Steven Losner	Mayor, Homestead
Peter Iglesias	City Manager, City of Coral Gables
Rafael G. Casals	Town Manager, Town of Cutler Bay
To Whom It May Concern	Miami-Dade Regulatory and Economic Development Agency, Environmental Resources Management Department
Lourdes Gomez	Director, Miami-Dade County Regulatory and Economic Resources Department
Frank Rollason	Director, Miami-Dade Emergency Management
Jose L. Dotres	Superintendent, Miami-Dade Public Schools
Daniella Levine Cava	Mayor, Miami-Dade County
Eulois Cleckley	Director, Miami-Dade County Transportation & Public Works
Regional Planning Organizations	
Armando Vilaboy	Intergovernmental & Outreach Representative, South Florida Water Management District
Cheryl Meads	Governing Board Member, SFWMD
Carlos "Charlie" E. Martinez	Governing Board Member, SFWMD
Jacqui Thurlow-Lippisch	At Large Member, Governing Board, SFWMD
Scott Wagner	Vice Chair, Governing Board, SFWMD
Isabel Cosio Carballo	Executive Director, South Florida Regional Planning Council
State Government	
Laura Dhuwe	State Hazard Mitigation Officer, Florida Division of Emergency Management
Conn H. Cole, MBA/PA, CFM	Interim State NFIP Coordinator/ State Floodplain Manager
Shannon Riess	State Floodplain Management Office, Community Rating System

Name	Title/Position, Organization/Agency
Jason Andreotta	Director of District Management, FL DEP - Southeast District
Victor M. Marrero	District Surveyor, Florida Department of Transportation District 6 Office
Federal Government	
Craig Carpenter	ISO/CRS Specialist
Dave Arkens	ISO/CRS Specialist
Roy McClure	FEMA Region IV
Pablo Santos, PhD	Meteorologist in Charge, National Weather Service Miami Field Office
To Whom It May Concern	US Army Corp of Engineers, Miami Resident Office
To Whom It May Concern	Public Information Officer, Key Biscayne National Park
Roxanna Hinzman	US Fish and Wildlife Service, SE Florida Ecological Field Office
Tyree Davis	Information Resource Management Director, NOAA SE Fisheries Science Ctr

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Appendix B Mitigation Strategy

B.1 Alternative Mitigation Measures

The FMPC reviewed mitigation measures within each of the following mitigation categories defined within the Community Rating System 2017 Coordinator's Manual.

- Prevention
- Property Protection
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Information and Outreach

Alternative mitigation measures discussed and considered by the FMPC are summarized in the following sections by category.

B.1.1 Preventative and Regulatory Measures

Preventative measures are designed to keep a problem - such as flooding - from occurring or from getting worse. The objective of preventative measures is to ensure that future development is not exposed to damage and does not cause an increase in damages to other properties. Building, zoning, planning and code enforcement offices usually administer preventative measures. Some examples of types of preventative measures include:

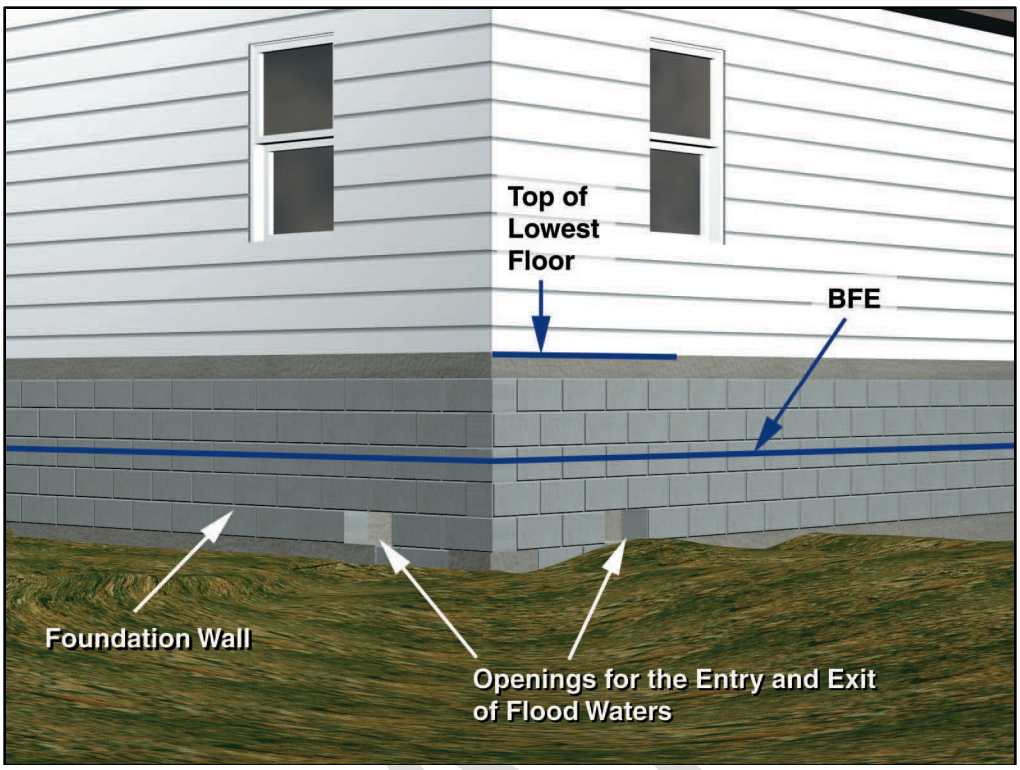
- Building codes
- Comprehensive and Land Use plan
- Zoning ordinance
- Open space preservation
- Floodplain regulations
- Stormwater management regulations

Building Codes

Building codes provide one of the best methods for addressing natural hazards. When properly designed and constructed according to code, the average building can withstand many of the impacts of natural hazards. Hazard protection standards for all new and improved or repaired buildings can be incorporated into the local building code. Building codes can ensure that the first floors of new buildings are constructed to be higher than the elevation of the 100-year flood (the flood that is expected to have a one percent chance of occurring in any given year). This is shown in Figure B.1.

Just as important as having code standards is the enforcement of the code. Adequate inspections are needed during the course of construction to ensure that the builder understands the requirements and is following them. Making sure a structure is properly elevated and anchored requires site inspections at each step.

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Source: FEMA Publication: *Above the Flood: Elevating Your Floodprone House, 2000*

Figure B.1 – Building Codes and Flood Elevations

The Village of Palmetto Bay has adopted the *2020 Florida Building Code*.

Comprehensive or Land Use Plan

Building codes provide guidance on how to build in hazardous areas. Planning and zoning activities direct development away from these areas, particularly floodplains and wetlands. They do this by designating land uses that are compatible with the natural conditions of land that is prone to flooding, such as open space or recreation. Planning and zoning activities can also provide benefits by simply allowing developers more flexibility in arranging improvements on a parcel of land through the planned development approach.

The Village of Palmetto Bay Comprehensive Plan was adopted in February 2015. A Comprehensive Plan, in broad terms, is a policy statement to guide the future placement and development of community facilities. It is the basis for a community's zoning, subdivision and design regulations and a community's official maps and amendments to the zoning, subdivision and design ordinances. The future land use element of the plan represents the Village's vision for its development and redevelopment for future planning periods. The future land use maps and districts will serve as the foundation for subsequent development of more detailed Land Development Regulations and special area plans.

Zoning Ordinance

The Village of Palmetto Bay Code of Ordinances was last revised in August 2022. Palmetto Bay's zoning consists of both a zoning map and a written ordinance that defines the zoning districts, including various residential, commercial, and mixed-use districts. The zoning regulations describe what type of land use and specific activities are permitted in each district, and how buildings and other construction may be sized and placed on a lot. The zoning regulations also provide procedures for rezoning and other planning applications. The zoning map and zoning regulations provide properties in Palmetto Bay with certain rights to development.

Open Space Preservation

Keeping the floodplain and other hazardous areas open and free from development is the best approach to preventing damage to new developments. Open space can be maintained in agricultural use or can serve as parks, greenway corridors and golf courses.

Comprehensive and capital improvement plans should identify areas to be preserved by acquisition and other means, such as purchasing an easement. With an easement, the owner is free to develop and use private property, but property taxes are reduced or a payment is made to the owner if the owner agrees to not build on the part set aside in the easement.

Although there are some federal programs that can help acquire or reserve open lands, open space lands and easements do not always have to be purchased. Developers can be encouraged to dedicate park land and required to dedicate easements for drainage and maintenance purposes.

The Village of Palmetto Bay has several parks and other public lands designated as open space. Along some water features such as marsh lands, certain portions of lots have restrictive regulations which prohibit any development including placement of fill (buffer requirements).

Floodplain Regulations

The National Flood Insurance Program (NFIP) is administered by the Federal Emergency Management Agency (FEMA). As a condition of making flood insurance available for their residents, communities that participate in the NFIP agree to regulate new construction in the area subject to inundation by the 100-year (base) flood. The floodplain subject to these requirements is shown as an A or V Zone on the Flood Insurance Rate Map (FIRM).

There are five major floodplain regulatory requirements. Additional floodplain regulatory requirements may be set by state and local laws.

1) All development in the 100-year floodplain must have a permit from the community. The NFIP regulations define "development" as any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

2) Development along a river or other channel cannot obstruct flows so as to cause an increase in flooding on other properties. An analysis must be conducted to demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

3) New buildings may be built in the floodplain, but they must be protected from damage from the base flood. In riverine floodplains, the lowest floor of residential buildings must be elevated to be at or above the base flood elevation (BFE). Nonresidential buildings must be either elevated or floodproofed.

4) Under the NFIP, a "substantially improved" building is treated as a new building. The NFIP regulations define "substantial improvement" as any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the start of construction of the improvement. This requirement also applies to buildings that are substantially damaged.

5) Communities are encouraged to adopt local ordinances that are more comprehensive or provide more protection than the federal criteria. The NFIP's Community Rating System provides insurance premium credits to recognize the additional flood protection benefit of higher regulatory standards.

Stormwater Management Regulations

Stormwater runoff is increased when natural ground cover is replaced by urban development. Development in the watershed that drains to a river can aggravate downstream flooding, overload the community's drainage system, cause erosion, and impair water quality. There are three ways to prevent flooding problems caused by stormwater runoff:

1. Regulating development in the floodplain to ensure that it will be protected from flooding and that it won't divert floodwaters onto other properties;
2. Regulating all development to ensure that the post-development peak runoff will not be greater than it was under pre-development conditions; and
3. Set construction standards so buildings are protected from shallow water.

The Village updated its Stormwater Master Plan in 2020. The plan identifies low-lying areas within the Village's municipal boundaries to systematically pursue appropriate opportunities to protect surface-water quality and to reduce flooding. The Stormwater Master Plan is used as a blueprint that ensures proper repairs are being made, and that storm drains are being installed and maintained as needed.

Local Implementation and CRS Credit

The CRS encourages strong building codes. It provides credit in two ways: points are awarded based on the community's Building Code Effectiveness Grading Schedule (BCEGS) classification and points are awarded for adopting the International Code series. Palmetto Bay's BCEGS rating is a Class 3 for residential and a Class 3 for commercial. The Village of Palmetto Bay has adopted the Florida Building Code which is based on national model building codes and national consensus standards which are amended where necessary for Florida's specific needs. The Florida Building Code is updated every three years.

CRS credits are available for regulations that encourage developers to preserve floodplains or other hazardous areas away from development. There is no credit for a plan, only for the enforceable regulations that are adopted pursuant to a plan. Palmetto Bay currently receives credit for Activity 430 – Higher Regulatory Standards. Additionally, Palmetto Bay currently receives credit for Activity 420 – Open Space Preservation. Preserving flood prone areas as open space is one of the highest priorities of the Community Rating System. The credits in the 2017 manual have doubled for OSP (Open Space Preservation). The Village also currently receives credit for Activity 450 – Stormwater Management. The community enforces regulations for soil and erosion control and water quality. To improve preventative mitigation, the FMPC recommended integrating flood mitigation into future updates of the city's Comprehensive Plan and adopting additional higher standards in the Village's floodplain management regulations, including an increased freeboard requirements in all zones.

Conclusions

Future flood losses in Palmetto Bay will be reduced through the implementation of the Florida Building Code and the Village's floodplain management regulations. Zoning and comprehensive planning can work together to reduce future flood losses by directing development away from hazard prone areas. Continued hazard mitigation planning can further identify specific projects to reduce risk. Expanding administrative and technical capabilities, including mapping and GIS data, can improve the Village's ability to implement preventative mitigation measures.

Creating or maintaining open space is a major way to reduce future flood losses. The Village's parks and natural preserved areas create opportunities for the public to benefit from education and recreation while eliminating potential for future flooding.

Mitigation Alternatives Evaluated

Action #	Mitigation Action	Reason for Pursuing / Not Pursuing	Recommended?
3	Adopt an increased freeboard requirement.	This will protect new property from costly impacts of low-level flooding.	Yes
4	Expand GIS capabilities and resources to increase flood risk awareness and support further mitigation planning.	This project will increase capability to plan and implement mitigation projects.	Yes
7	Prohibit the installation of new septic systems within identified high-risk areas.	Septic systems are subject to failure from sea level rise and high groundwater; this will achieve property loss reduction and ecosystem service benefits	Yes
8	Coordinate with FDEM and Miami-Dade County to access and distribute more detailed topographic data (2-ft contour intervals) for improved flood risk modeling and planning.	This project will improve capability to implement future mitigation, including planning, structural project design, and public information.	Yes
9	Incorporate flood mitigation into future updates of the Comprehensive Plan.	This will provide regulatory backing for reduced development in flood prone areas.	Yes
13	Develop a village-wide hazard mitigation plan broken up by roadway range; Plan 1: SW 136 Street to SW 152nd Street, Plan 2: SW 152nd Street to SW 168th Street, and Plan 3: SW 168th Street to SW 184th Street.	This project will increase capability to plan and implement mitigation projects.	Yes

B.1.2 Property Protection Measures

Property protection measures are used to modify buildings or property subject to damage. Property protection measures fall under three approaches:

- Modify the site to keep the hazard from reaching the building;
- Modify the building (retrofit) so it can withstand the impacts of the hazard; and
- Insure the property to provide financial relief after the damage occurs.

Property protection measures are normally implemented by the property owner, although in many cases technical and financial assistance can be provided by a government agency.

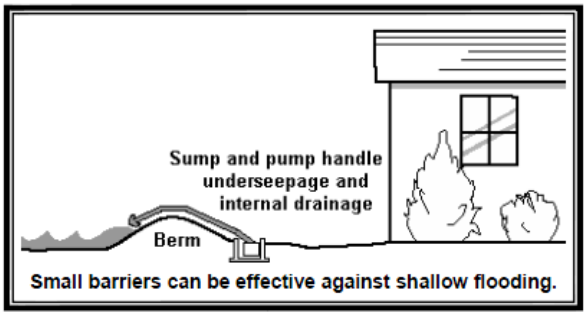
Keeping the Hazard Away

Generally, floods do not damage vacant areas. As noted earlier, the major impact of hazards is to people and improved property. In some cases, properties can be modified so the hazard does not reach the damage-prone improvements. For example, a berm can be built to prevent floodwaters from reaching a house. There are five common methods to keep a flood from reaching and damaging a building:

- Erect a barrier between the building and the source of the flooding.
- Move the building out of the flood-prone area.
- Elevate the building above the flood level.
- Demolish the building.
- Replace the building with a new one that is elevated above the flood level.

The demolition, reconstruction, and retrofitting are the most effective types to consider in Palmetto Bay.

Barriers



Small barriers can be effective against shallow flooding.

A flood protection barrier can be built of dirt or soil (a "berm") or concrete or steel (a "floodwall"). Careful design is needed so as not to create flooding or drainage problems on neighboring properties. Depending on how porous the ground is, if floodwaters will stay up for more than an hour or two, the design needs to account for leaks, seepage of water underneath, and rainwater that will fall inside the perimeter. This is usually done with a sump or drain to collect the internal groundwater and surface water and a pump and pipe to pump the internal drainage over the barrier.


This low floodwall has landscaping to minimize the adverse impact on the property's appearance.

Barriers can only be built so high. They can be overtopped by a flood higher than expected. Barriers made of earth are susceptible to erosion from rain and floodwaters if not properly sloped, covered with grass, and properly maintained.

Relocation

Moving a building to higher ground is the surest and safest way to protect it from flooding. While almost any building can be moved, the cost increases for heavier structures, such as those with exterior brick and stone walls, and for large or irregularly shaped buildings. Relocation is also preferred for large lots that include buildable areas outside the floodplain or where the owner has a new flood-free lot (or portion of the existing lot) available.


Small, wood frame buildings are the easiest to relocate
Source: Kennedy House Movers, Huntsville, AL

Building Elevation

Raising a building above the flood level can be almost as effective as moving it out of the floodplain. Water flows under the building, causing little or no damage to the structure or its contents. Raising a building above the flood level is cheaper than moving it and can be less disruptive to a neighborhood. Elevation has proven to be an acceptable and reasonable means of complying with floodplain regulations that require new, substantially improved, and substantially damaged buildings to be elevated above the base flood elevation.

Demolition

Some buildings, especially heavily damaged or repetitively flooded ones, are not worth the expense to protect them from future damages. It is cheaper to demolish them and either replace them with new, flood protected structures, or relocate the occupants to a safer site. Demolition is also appropriate for buildings that are difficult to move - such as larger, slab foundation or masonry structures - and for dilapidated structures that are not worth protecting.



Demolishing a repetitively flooded home

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Pilot Reconstruction

If a building is not in good shape, elevating it may not be worthwhile or it may even be dangerous. An alternative is to demolish the structure and build a new one on the site that meets or exceeds all flood protection codes. FEMA funding programs refer to this approach as "pilot reconstruction." It is still a pilot program, and not a regularly funded option. Certain rules must be followed to qualify for federal funds for pilot reconstruction.

Retrofitting

An alternative to keeping the hazard away from a building is to modify or retrofit the site or building to minimize or prevent damage. There are a variety of techniques to do this, as described below.

- **Dry Floodproofing**
  Dry floodproofing means making all areas below the flood protection level watertight. Walls are coated with waterproofing compounds or plastic sheeting. Openings, such as doors, windows and vents, are closed, either permanently, with removable shields, or with sandbags. Dry floodproofing of new and existing nonresidential buildings in the regulatory floodplain is permitted under state, FEMA and local regulations. Dry floodproofing of existing residential buildings in the floodplain is also permitted as long as the building is not substantially damaged or being substantially improved. Owners of buildings located outside the regulatory floodplain can always use dry floodproofing techniques.
  Dry floodproofing is only effective for shallow flooding, such as repetitive drainage problems. It does not protect from the deep flooding along lakes and larger rivers caused by hurricanes or other storms.
- **Wet Floodproofing**
  The alternative to dry floodproofing is wet floodproofing: water is let in and everything that could be damaged by a flood is removed or elevated above the flood level. Structural components below the flood level are replaced with materials that are not subject to water damage. For example, concrete block walls are used instead of wooden studs and gypsum wallboard. The furnace, water heater and laundry facilities are permanently relocated to a higher floor. Where the flooding is not deep, these appliances can be raised on blocks or platforms.

Insurance

Technically, insurance does not mitigate damage caused by a natural hazard. However, it does help the owner repair, rebuild, and hopefully afford to incorporate some of the other property protection measures in the process. Insurance offers the advantage of protecting the property, so long as the policy is in force, without requiring human intervention for the measure to work.

- **Private Property**
  Although most homeowner's insurance policies do not cover a property for flood damage, an owner can insure a building for damage by surface flooding through the NFIP. Flood insurance coverage is provided for buildings and their contents damaged by a "general condition of surface flooding" in the area. Most people purchase flood insurance because it is required by the bank when they get a mortgage or home improvement loan. Usually these policies just cover the building's structure and not the contents. Contents coverage can be purchased separately. Renters can buy contents coverage, even if the owner does not buy structural coverage on the building. Most people don't realize that there is a 30-day waiting period to purchase a flood insurance policy and there are limits on coverage.
- **Public Property**
  Governments can purchase commercial insurance policies. Larger local governments often self-insure and absorb the cost of damage to one facility, but if many properties are exposed to

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damage, self-insurance can drain the government's budget. Communities cannot expect federal disaster assistance to make up the difference after a flood.

Local Implementation and CRS Credit

The CRS provides the most credit points for acquisition and relocation under Activity 520, because this measure permanently removes insurable buildings from the floodplain. Palmetto Bay does currently receive credit for Activity 520 – Acquisition and Relocation. The FMPC recommended that the Village pursue acquisition and demolition of repetitive loss properties and other buildings which are subject to flood damage.

The CRS credits barriers and elevating existing buildings under Activity 530. The credit for Activity 530 is based on the combination of flood protection techniques used and the level of flood protection provided. Points are calculated for each protected building. Bonus points are provided for the protection of repetitive loss buildings and critical facilities. Palmetto Bay does not currently receive credit for Activity 530 – Flood Protection. The Village staff has the technical expertise to provide advice and assistance to homeowners who may want to flood proof their home or business. The FMPC recommends that the Village continue to publicize technical assistance for Activity 360 Flood Protection Assistance.

Flood insurance information for the Village is provided in Section 4.4.3. Palmetto Bay publicizes flood insurance through outreach brochures to floodplain residents and repetitive loss areas.

There is no credit for purchasing flood insurance, but the CRS does provide credit for local public information programs that explain flood insurance to property owners and preparing plans to increase coverage. The CRS also reduces the premiums for those people who do buy NFIP coverage. Palmetto Bay currently receives credit for Activity 330 – Outreach Projects.

Conclusions

There are several ways to protect properties from flood damage. The advantages and disadvantages of each should be carefully examined for each situation.

Property owners can implement some property protection measures at little cost, especially for sites in areas of low level flooding. The local government can promote and support this type of property protection through outreach, advice and assistance, and financial incentives.

Mitigation Alternatives Evaluated

Action #	Mitigation Action	Reason for Pursuing / Not Pursuing	Recommended?
2	Pursue the acquisition and demolition of repetitive loss properties.	This will remove property and people from flood prone areas and maintain flood prone land as open space, avoiding losses and providing ecological and social benefits.	Yes
6	Pursue funding to support protection and/or retrofitting of existing septic systems.	Septic systems are subject to failure from sea level rise and high groundwater. This project will reduce property losses and provide ecosystem service benefits.	Yes
-	Provide wet and dry floodproofing as appropriate to protect existing critical facilities located in flood prone areas	The Palmetto Bay Library is located in a high risk flood zone but is not currently a priority for mitigation. Other critical facilities are not in high risk areas. Facilities in moderate risk areas could be evaluated for property protection needs in the future.	No

B.1.3 Natural Resource Protection

Resource protection activities are generally aimed at preserving (or in some cases restoring) natural areas. These activities enable the naturally beneficial functions of fields, floodplains, wetlands, and other natural lands to operate more effectively. Natural and beneficial functions of watersheds, floodplains and wetlands include:

- Reduction in runoff from rainwater and stormwater in pervious areas
- Infiltration that absorbs overland flood flow
- Removal and filtering of excess nutrients, pollutants and sediments
- Storage of floodwaters
- Absorption of flood energy and reduction in flood scour
- Water quality improvement
- Groundwater recharge
- Habitat for flora and fauna
- Recreational and aesthetic opportunities

As development occurs, many of the above benefits can be achieved through regulatory steps for protecting natural areas or natural functions. This section covers the resource protection programs and standards that can help mitigate the impact of natural hazards, while they improve the overall environment. Six areas were reviewed:

- Wetland protection
- Erosion and sedimentation control
- Stream/River restoration
- Best management practices
- Dumping regulations
- Farmland protection

Wetland Protection



Wetlands are often found in floodplains and topographically depressed areas of a watershed. Many wetlands receive and store floodwaters, thus slowing and reducing downstream flows. They also serve as a natural filter, which helps to improve water quality, and they provide habitat for many species of fish, wildlife and plants. Palmetto Bay contains several acres of wetlands, floodplains, and coastal land protected by mangroves.

Erosion and Sedimentation Control

Farmlands and construction sites typically contain large areas of bare exposed soil. Surface water runoff can erode soil from these sites, sending sediment into downstream waterways. Erosion also occurs along stream banks and shorelines as the volume and velocity of flow or wave action destabilize and wash away the soil. Sediment suspended in the water tends to settle out where flowing water slows down. This can clog storm drains, drain tiles, culverts and ditches and reduce the water transport and storage capacity of river and stream channels, lakes and wetlands.

There are two principal strategies to address these problems: minimize erosion and control sedimentation. Techniques to minimize erosion include phased construction, minimal land clearing, and stabilizing bare ground as soon as possible with vegetation and other soil stabilizing practices.

Stream/River Restoration

There is a growing movement that has several names, such as "stream conservation," "bioengineering," or "riparian corridor restoration." The objective of these approaches is to return streams, stream banks and

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adjacent land to a more natural condition, including the natural meanders. Another term is "ecological restoration," which restores native indigenous plants and animals to an area.

A key component of these efforts is to use appropriate native plantings along the banks that resist erosion. This may involve retrofitting the shoreline with willow cuttings, wetland plants, or rolls of landscape material covered with a natural fabric that decomposes after the banks are stabilized with plant roots.

In all, restoring the right vegetation to a stream has the following advantages:

- Reduces the amount of sediment and pollutants entering the water
- Enhances aquatic habitat by cooling water temperature
- Provides food and shelter for both aquatic and terrestrial wildlife
- Can reduce flood damage by slowing the velocity of water
- Increases the beauty of the land and its property value
- Prevents property loss due to erosion
- Provides recreational opportunities, such as hunting, fishing and bird watching
- Reduces long-term maintenance costs

The Village's Comprehensive plan has coastal management and conservation elements that incorporate specific objectives and policies that seek to manage and protect Palmetto Bay's natural resources and coastal areas that help mitigate flood hazards.

Best Management Practices

Point source pollutants come from pipes such as the outfall of a municipal wastewater treatment plant. They are regulated by the US EPA. Nonpoint source pollutants come from non-specific locations and harder to regulate. Examples of nonpoint source pollutants are lawn fertilizers, pesticides, other chemicals, animal wastes, oils from street surfaces and industrial areas, and sediment from agriculture, construction, mining and forestry. These pollutants are washed off the ground's surface by stormwater and flushed into receiving storm sewers, ditches and streams.

The term "best management practices" (BMPs) refers to design, construction and maintenance practices and criteria that minimize the impact of stormwater runoff rates and volumes, prevent erosion, protect natural resources and capture nonpoint source pollutants (including sediment). They can prevent increases in downstream flooding by attenuating runoff and enhancing infiltration of stormwater. They also minimize water quality degradation, preserve beneficial natural features onsite, maintain natural base flows, minimize habitat loss, and provide multiple usages of drainage and storage facilities.

Dumping Regulations

BMPs usually address pollutants that are liquids or are suspended in water that are washed into a lake or stream. Dumping regulations address solid matter, such as shopping carts, appliances and landscape waste that can be accidentally or intentionally thrown into channels or wetlands. Such materials may not pollute the water, but they can obstruct even low flows and reduce the channels' and wetlands' abilities to convey or clean stormwater.

Many cities have nuisance ordinances that prohibit dumping garbage or other "objectionable waste" on public or private property. Waterway dumping regulations need to also apply to "non-objectionable" materials, such as grass clippings or tree branches, which can kill ground cover or cause obstructions in channels. Regular inspections to catch violations should be scheduled.

Many people do not realize the consequences of their actions. They may, for example, fill in the ditch in their front yard without realizing that is needed to drain street runoff. They may not understand how regarding their yard, filling a wetland, or discarding leaves or branches in a watercourse can cause a problem

to themselves and others. Therefore, a dumping enforcement program should include public information materials that explain the reasons for the rules as well as the penalties.

Farmland Protection

Farmland protection is an important piece of comprehensive planning and zoning throughout the United States. The purpose of farmland protection is to provide mechanisms for prime, unique, or important agricultural land to remain as such, and to be protected from conversion to nonagricultural uses.

Frequently, farm owners sell their land to residential or commercial developers and the property is converted to non-agricultural land uses. With development comes more buildings, roads and other infrastructure. Urban sprawl occurs, which can lead to additional stormwater runoff and emergency management difficulties.

Farms on the edge of cities are often appraised based on the price they could be sold for to urban developers. This may drive farmers to sell to developers because their marginal farm operations cannot afford to be taxed as urban land. The Farmland Protection Program in the United States Department of Agriculture's 2002 Farm Bill (Part 519) allows for funds to go to state, tribal, and local governments as well as nonprofit organizations to help purchase easements on agricultural land to protect against the development of the land.

Local Implementation and CRS Credit

There is credit for preserving open space in its natural condition or restored to a state approximating its natural condition. The credit is based on the percentage of the floodplain that can be documented as wetlands protected from development by ownership or local regulations. Palmetto Bay currently receives credit for Activity 420 – Open Space Preservation for natural functions open space and open space incentives. The FMPC recommended protecting existing open space and coastal wetland resources through a shoreline stabilization project.

The U.S. Army Corps of Engineers has partnered with the South Florida Water Management District and numerous other local, state, tribal and federal partners to reach a common goal based on a "vision" for the future quality of the natural and human systems in South Florida. The Biscayne Bay Coastal Wetlands phase of CERP is located along the undeveloped lands that make up the south and eastern areas of the Palmetto Bay. The project benefits will include restoring Biscayne Bay which includes Biscayne National Park.

Credit is available for the Erosion and Sediment Control (ESC) element under Activity 450 for regulating activities throughout the watershed to minimize erosion on construction sites that could result in sedimentation and water pollution. Palmetto Bay currently receives credit for soil and erosion control regulations included under the Village's site plan review requirements. The regulations require provisions proposed temporary and permanent erosion control practices and measures that will be implemented during all phases of clearing, grading and construction. The FMPC propose protecting wetland and conservation areas through a shoreline stabilization project at the Thalatta Estate, located along the C-100 canal and the Biscayne Bay.

Conclusions

Flood hazard mitigation projects can achieve multiple benefits by using resource protection programs to support protecting natural features that also mitigate the impacts of flooding.

Palmetto Bay's Code of Ordinances prohibits illicit discharges into public drainage areas or water bodies.

Preserving open space and natural areas will serve to benefit the natural resource areas and protect natural occurring processes and help to protect certain species of plants and animals.

Mitigation Alternatives Evaluated

Action #	Mitigation Action	Reason for Pursuing / Not Pursuing	Recommended?
14	Implement shoreline stabilization at the Thalatta Estate.	This will preserve coastal open space that provides important habitat and flood protection	Yes
-	Acquire land to preserve as open space	The Village is prioritizing preservation of open space through the acquisition of repetitive loss properties in order to achieve multiple benefits through additional losses avoided	No
-	Protect canals from erosion and sedimentation through controls on boat speed and wakes.	This project would require significant resources for enforcement. Additional measures to reduce canal bank erosion will be considered.	No

B.1.4 Emergency Services Measures

Emergency services measures protect people during and after a disaster. A good emergency management program addresses all hazards, and it involves all local government departments. This section reviews emergency services measures following a chronological order of responding to an emergency. It starts with identifying an impending problem (threat recognition) and continues through post-disaster activities.

Threat Recognition

The first step in responding to a flood is to know when weather conditions are such that an event could occur. With a proper and timely threat recognition system, adequate warnings can be disseminated.

The National Weather Service (NWS) is the prime agency for detecting meteorological threats. Severe weather warnings are transmitted through NOAA's Weather Radio System. Local emergency managers can then provide more site-specific and timely recognition after the Weather Service issues a watch or a warning. A flood threat recognition system predicts the time and height of a flood crest. This can be done by measuring rainfall, soil moisture, and stream flows upstream of the community and calculating the subsequent flood levels.

On smaller rivers and streams, locally established rainfall and river gauges are needed to establish a flood threat recognition system. The NWS may issue a "flash flood watch." This is issued to indicate current or developing hydrologic conditions that are favorable for flash flooding in and close to the watch area, but the occurrence is neither certain nor imminent. These events are so localized and so rapid that a "flash flood warning" may not be issued, especially if no remote threat recognition equipment is available. In the absence of a gauging system on small streams, the best threat recognition system is to have local personnel monitor rainfall and stream conditions. While specific flood crests and times will not be predicted, this approach will provide advance notice of potential local or flash flooding.

Warning

The next step in emergency response following threat recognition is to notify the public and staff of other agencies and critical facilities. More people can implement protection measures if warnings are early and include specific detail.

The NWS issues notices to the public using two levels of notification:

- Watch: conditions are right for flooding, thunderstorms, tornadoes or winter storms.
- Warning: a flood, tornado, etc., has started or been observed.

A more specific warning may be disseminated by the community in a variety of ways. The following are the more common methods:

- CodeRED countywide mass telephone emergency communication system

- Commercial or public radio or TV stations
- The Weather Channel
- Cable TV emergency news inserts
- Telephone trees/mass telephone notification
- NOAA Weather Radio
- Tone activated receivers in key facilities
- Outdoor warning sirens
- Sirens on public safety vehicles
- Door-to-door contact
- Mobile public address systems
- Email notifications

Multiple or redundant systems are most effective - if people do not hear one warning, they may still get the message from another part of the system.

Just as important as issuing a warning is telling people what to do in case of an emergency. A warning program should include a public information component.

StormReady

The National Weather Service established the StormReady program to help local governments improve the timeliness and effectiveness of hazardous weather related warnings for the public. To be officially StormReady, a community must:

- Establish a 24-hour warning point and emergency operations center
- Have more than one way to receive severe weather warnings and forecasts and to alert the public
- Create a system that monitors weather conditions locally
- Promote the importance of public readiness through community seminars
- Develop a formal hazardous weather plan, which includes training severe weather spotters and holding emergency exercises

Being designated a StormReady community by the National Weather Service is a good measure of a community's emergency warning program for weather hazards. Palmetto Bay is not credited by NOAA as a StormReady community; however, Miami-Dade County is StormReady, and Palmetto Bay coordinates with Miami-Dade County for emergency management and warnings.

Response

The protection of life and property is the most important task of emergency responders. Concurrent with threat recognition and issuing warnings, a community should respond with actions that can prevent or reduce damage and injuries. Typical actions and responding parties include the following:

- Activating the emergency operations center (emergency preparedness)
- Closing streets or bridges (police or public works)
- Shutting off power to threatened areas (utility company)
- Passing out sand and sandbags (public works)
- Holding children at school or releasing children from school (school superintendent)
- Opening evacuation shelters (the American Red Cross)
- Monitoring water levels (public works)
- Establishing security and other protection measures (police)

An emergency action plan ensures that all bases are covered and that the response activities are appropriate for the expected threat. These plans are developed in coordination with the agencies or offices that are given various responsibilities.

Emergency response plans should be updated annually to keep contact names and telephone numbers current and to ensure that supplies and equipment that will be needed are still available. They should be critiqued and revised after disasters and exercises to take advantage of the lessons learned and of changing conditions. The end result is a coordinated effort implemented by people who have experience working together so that available resources will be used in the most efficient manner possible.

Evacuation and Shelter

There are six key components to a successful evacuation:

- Adequate warning
- Adequate routes
- Proper timing to ensure the routes are clear
- Traffic control
- Knowledgeable travelers
- Care for special populations (e.g., the handicapped, prisoners, hospital patients, and schoolchildren)

Those who cannot get out of harm's way need shelter. Typically, the American Red Cross will staff a shelter and ensure that there is adequate food, bedding, and wash facilities. Shelter management is a specialized skill. Managers must deal with problems like scared children, families that want to bring in their pets, and the potential for an overcrowded facility.

The Miami-Dade County Emergency & Evacuation Assistance Program (E&EAP) provides evacuation support to those residents who may require specialized transportation, whose medical needs prevent them from evacuating on their own or who may require evacuation assistance. Additionally, the program may also be utilized post disaster to provide other assistance to those who are at risk due to a disability, frailty or health issues and who elected to stay at home in the event of a hurricane or other disaster.

Miami-Dade County Office of Emergency Management partners with Dade County Public Schools and the American Red Cross (ARC) to operate Hurricane Evacuation Centers (HEC). These HECs provide refuges of last resort for those individuals who need to evacuate and are unable to make their own evacuation/sheltering arrangements, such as with friends, family, or in hotels outside of the evacuation zones.

The Miami-Dade County storm surge planning zones are based on the newest generation SLOSH model. Areas in Miami-Dade along canals and rivers and further inland have been identified as being at risk for storm surge based on this new data. Using evacuation maps, each zone or portions will be evacuated depending on the hurricane’s track and projected storm surge, independent of the hurricane’s category. Upon identification of a threat, the County will use local media to relay pertinent information, such as evacuations and shelter openings.

Post-Disaster Recovery and Mitigation

After a disaster, communities should undertake activities to protect public health and safety and facilitate recovery. Appropriate measures include:

- Patrolling evacuated areas to prevent looting
- Providing safe drinking water
- Monitoring for diseases
- Vaccinating residents for tetanus and other diseases

- Clearing streets
- Cleaning up debris and garbage

Following a disaster there should be an effort to help prepare people and property for the next disaster. Such an effort would include:

- Public information activities to advise residents about mitigation measures they can incorporate into their reconstruction work.
- Evaluating damaged public facilities to identify mitigation measures that can be included during repairs.
- Identifying other mitigation measures that can lessen the impact of the next disaster.
- Acquiring substantially or repeatedly damaged properties from willing sellers.
- Planning for long-term mitigation activities.
- Applying for post-disaster mitigation funds.

Regulating Reconstruction

Requiring permits for building repairs and conducting inspections are vital activities to ensure that damaged structures are safe for people to reenter and repair. There is a special requirement to do this in floodplains, regardless of the type of disaster or the cause of damage. The NFIP requires that local officials enforce the substantial damage regulations. These rules require that if the cost to repair a building in the mapped floodplain equals or exceeds 50% of the building's market value, the building must be retrofitted to meet the standards of a new building in the floodplain. In most cases, this means that a substantially damaged building must be elevated above the base flood elevation.

Local Implementation and CRS Credit

Flash flood warnings are issued by National Weather Service Offices, which have the local and county warning responsibility. Flood warnings are forecasts of coming floods and are distributed to the public by the NOAA Weather Radio, commercial radio and television, and through local emergency agencies. The warning message tells the expected degree of flooding, the affected area, when and where flooding will begin, and the expected maximum flood height at specific forecast points during flood crest. The FMPC did not recommend any projects related to threat recognition as this service is carried out by Miami-Dade County Emergency Management.

Palmetto Bay currently receives credit for Activity 610 – Flood Warning Program based on the program implemented by Miami-Dade County. Community Rating System credits are based on the number and types of warning media that can reach the community's flood prone population. Depending on the location, communities can receive credit for the telephone calling system and more credits if there are additional measures, like telephone trees. Being designated as a StormReady community can provide additional credits. The FMPC did not recommend any projects related to flood warning.

Conclusions

Miami-Dade County performs most emergency management functions for Palmetto Bay, and the Village should continue to coordinate with Miami-Dade County on all Emergency Management functions. Palmetto Bay can support improved emergency response capabilities with additional warning, evacuation, and sheltering resources. The FMPC recommended a project for the Village to increase local sheltering capacity.

Mitigation Alternatives Evaluated

Action #	Mitigation Action	Reason for Pursuing/Not Pursuing	Recommended?
12	Build a community center that will substitute as a shelter during disasters for residents and neighboring communities.	This project can protect the safety of Village residents who may be unable to reach Miami-Dade County shelters.	Yes

Action #	Mitigation Action	Reason for Pursuing/Not Pursuing	Recommended?
-	Develop a post-disaster recovery plan and ordinance to regulate reconstruction	Currently post-event rebuilding is regulated by the floodplain management regulations. Additional higher regulatory standards will be considered for the floodplain management regulations that could support mitigation in reconstruction.	No
-	Work with Miami-Dade County to identify and implement protections for critical facilities and infrastructure, including evacuation routes.	Palmetto Bay's only critical facility located in a high risk area is the public library. Additional protections are not currently a high priority as they are not essential to protecting life safety of residents.	No

B.1.5 Structural Projects

Four general types of flood control projects are reviewed here: levees, reservoirs, diversions, and dredging. These projects have three advantages not provided by other mitigation measures:

- They can stop most flooding, protecting streets and landscaping in addition to buildings.
- Many projects can be built without disrupting citizens' homes and businesses.
- They are constructed and maintained by a government agency, a more dependable long-term management arrangement than depending on many individual private property owners.

However, as shown below, structural measures also have shortcomings. The appropriateness of using flood control depends on individual project area circumstances.

- Advantages
    - They may provide the greatest amount of protection for land area used
    - Because of land limitations, they may be the only practical solution in some circumstances
    - They can incorporate other benefits into structural project design, such as water supply and recreational uses
    - Regional detention may be more cost-efficient and effective than requiring numerous small detention basins
- Disadvantages
    - They can disturb the land and disrupt the natural water flows, often destroying wildlife habitat
    - They require regular maintenance
    - They are built to a certain flood protection level that can be exceeded by larger floods
    - They can create a false sense of security
    - They promote more intensive land use and development in the floodplain

Levees and Floodwalls

Probably the best known flood control measure is a barrier of earth (levee) or concrete (floodwall) erected between the watercourse and the property to be protected. Levees and floodwalls confine water to the stream channel by raising its banks. They must be well designed to account for large floods, underground seepage, pumping of internal drainage, and erosion and scour.

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Reservoirs and Detention

Reservoirs reduce flooding by temporarily storing flood waters behind dams or in storage or detention basins. Reservoirs lower flood heights by holding back, or detaining, runoff before it can flow downstream. Flood waters are detained until the flood has subsided, and then the water in the reservoir or detention basin is released or pumped out slowly at a rate that the river can accommodate downstream.

Reservoirs can be dry and remain idle until a large rain event occurs. Or they may be designed so that a lake or pond is created. The lake may provide recreational benefits or water supply (which could also help mitigate a drought).



Retention pond

Flood control reservoirs are most commonly built for one of two purposes. Large reservoirs are constructed to protect property from existing flood problems. Smaller reservoirs, or detention basins, are built to protect property from the stormwater runoff impacts of new development.

Diversion

A diversion is a new channel that sends floodwaters to a different location, thereby reducing flooding along an existing watercourse. Diversions can be surface channels, overflow weirs, or tunnels. During normal flows, the water stays in the old channel. During floods, the floodwaters spill over to the diversion channel or tunnel, which carries the excess water to a receiving lake or river.

Local Implementation and CRS Credit

Palmetto Bay does not currently receive credit for Activity 530 - Flood Protection. Structural flood control projects that provide 100-year flood protection and that result in revisions to the Flood Insurance Rate Map are not credited by the CRS so as not to duplicate the larger premium reduction provided by removing properties from the mapped floodplain.

Conclusions

There are many areas identified throughout Palmetto Bay that experience flooding due to overburdened channels and/or inadequate drainage systems. Structural improvements to stormwater management and drainage system can alleviate some flood risk in the Village. Some flood control structures are operated by outside entities, and coordination will be required to prioritize and implement improvements to these structures.

Mitigation Alternatives Evaluated

Action #	Mitigation Action	Reason for Pursuing/Not Pursuing	Recommended?
1	Coordinate with SFWMD on structural flood mitigation and flood-related education and outreach.	SFWMD owns and operates several flood control structures and the Village can work with SFWMD to prioritize and implement projects to improve these structures.	Yes
10	Work with Miami-Dade County to support the implementation of drainage improvement projects in the C-100 watershed identified in the 2021 Stormwater Management Program Master Plan. There are approximately five projects identified within Palmetto Bay.	Miami-Dade County has already identified needed improvements to the drainage system in Palmetto Bay. The Village should coordinate with Miami-Dade to support implementation of these projects.	Yes

Action #	Mitigation Action	Reason for Pursuing/Not Pursuing	Recommended?
11	Work with SFWMD to support implementation of improvements to the S-123 Coastal Structure for improved resiliency.	SFWMD has already identified and planned improvements to this structure as a way to increase local resilience. The Village can work with SFWMD to prioritize and implement this project, including support efforts to acquire outside funding.	Yes

B.1.6 Public Information

Outreach Projects

Outreach projects are the first step in the process of orienting property owners to the hazards they face and to the concept of property protection. They are designed to encourage people to seek out more information in order to take steps to protect themselves and their properties.

Awareness of the hazard is not enough; people need to be told what they can do about the hazard. Thus, projects should include information on safety, health and property protection measures. Research has shown that a properly run local information program is more effective than national advertising or publicity campaigns. Therefore, outreach projects should be locally designed and tailored to meet local conditions.

Community newsletters/direct mailings: The most effective types of outreach projects are mailed or distributed to everyone in the community. In the case of floods, they can be sent only to floodplain property owners.

News media: Local newspapers can be strong allies in efforts to inform the public. Local radio stations and cable TV channels can also help. These media offer interview formats and cable TV may be willing to broadcast videos on the hazards.

Libraries and Websites

Outreach activities tell people that they are exposed to a hazard. The next step is to provide information to those who want to know more. The community library and local websites are obvious places for residents to seek information on hazards, hazard protection, and protecting natural resources.

Books and pamphlets on hazard mitigation can be given to libraries, and many of these can be obtained for free from state and federal agencies. Libraries also have their own public information campaigns with displays, lectures and other projects, which can augment the activities of the local government. Today, websites are commonly used as research tools. They provide fast access to a wealth of public and private sites for information. Through links to other websites, there is almost no limit to the amount of up to date information that can be accessed on the Internet.

In addition to online floodplain maps, websites can link to information for homeowners on how to retrofit for floods or a website about floods for children.

Technical Assistance

Hazard Information

Residents and business owners that are aware of the potential hazards can take steps to avoid problems or reduce their exposure to flooding. Communities can easily provide map information from FEMA's FIRMs and Flood Insurance Studies. They may also assist residents in submitting requests for map amendments and revisions when they are needed to show that a building is located outside the mapped floodplain.

Some communities supplement what is shown on the FIRM with information on additional hazards, flooding outside mapped areas and zoning. When the map information is provided, community staff can explain

insurance, property protection measures and mitigation options that are available to property owners. They should also remind inquirers that being outside the mapped floodplain is no guarantee that a property will never flood.

Property Protection Assistance

While general information provided by outreach projects or the library is beneficial, most property owners do not feel ready to retrofit their buildings without more specific guidance. Local building department staffs are experts in construction. They can provide free advice, not necessarily to design a protection measure, but to steer the owner onto the right track. Building or public works department staffs can provide the following types of assistance:

- Visit properties and offer protection suggestions
- Recommend or identify qualified or licensed contractors
- Inspect homes for anchoring of roofing and the home to the foundation
- Explain when building permits are needed for home improvements.

Public Information Program

A Program for Public Information (PPI) is a document that receives CRS credit. It is a review of local conditions, local public information needs, and a recommended plan of activities. A PPI consists of the following parts, which are incorporated into this plan:

- The local flood hazard
- The property protection measures appropriate for the flood hazard
- Flood safety measures appropriate for the local situation
- The public information activities currently being implemented within the community, including those being carried out by non-government agencies
- Goals for the community's public information program
- The outreach projects that will be done each year to reach the goals
- The process that will be followed to monitor and evaluate the projects

Local Implementation and CRS Credit

Palmetto Bay currently receives credit under Activity 330 – Outreach Projects as well as Activity 350 – Flood Protection Information. The FMPC recently participated in the development of a PPI to direct outreach within and outside the community. A community brochure is mailed to all properties in the SFHA, to repetitive loss area and to realtors, lenders, and insurance agents. Documents relating to floodplain management are available in the public library. Credit is also provided for floodplain information displayed on the Village's website.

Conclusions

Palmetto Bay has a public outreach program developed under the guidance of the FMPC. The Village has a public information officer that can support outreach efforts. The Village provides flood information through its website, news media, public meetings, neighborhood meetings, and special events.

Mitigation Alternatives Evaluated

Action #	Mitigation Action	Reason for Pursuing / Not Pursuing	Recommended?
1	Coordinate with SFWMD on structural flood mitigation and flood-related education and outreach.	Education and outreach will prepare residents and property owners to protect themselves, their families, and their property.	Yes
5	Provide targeted and general flood education and outreach to the community in accordance with the Program for Public Information.	Increased awareness and preparedness will enable residents to avoid threats to life safety and property.	Yes

Action #	Mitigation Action	Reason for Pursuing / Not Pursuing	Recommended?
-	Provide financial advice and assistance to property owners looking to protect their homes from flood damage.	The Village does not currently have the capability to add this service but will consider it in the future.	No

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B.2 Mitigation Alternative Selection Criteria

The process for evaluating mitigation alternatives is described in Section 6.3. The following criteria were considered during the selection and prioritization of proposed mitigation measures:

STAPLEE

- **Social:** Will the measure have equitable outcomes? Does it benefit vulnerable populations?
- **Technical:** Will it work? Does it solve the problem? Is it feasible?
- **Administrative:** Does the community have the capacity to implement and manage project?
- **Political:** Is there public and stakeholder support? Is political leadership willing to support?
- **Legal:** Does the community have the authority to implement it? Are there liability implications?
- **Economic:** Is it cost-beneficial? Is there funding? Does it contribute to the local economy or economic development?
- **Environmental:** Does it comply with environmental regulations? Does it benefit or protect existing natural resources?

Sustainable Disaster Recovery

- Quality of life
- Social equity
- Hazard mitigation
- Economic development
- Environmental protection and enhancement
- Community participation

Smart Growth Principles

- Infill versus sprawl
- Efficient use of land resources
- Full use of urban resources
- Mixed uses of land
- Transportation options
- Detailed, human-scale design

Other

- Does measure address area with highest risk?
- Does measure protect…
    - The largest # of people exposed to risk?
    - The largest # of buildings?
    - The largest # of jobs?
    - The largest tax income?
    - The largest average annual loss potential?
    - The area most frequently impacted?
    - Critical infrastructure?
- When will funding be available?
- How visible is the project?
- Does the project have community credibility?

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AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Heidi Siegel, Community and Economic Development
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE UPDATE OF THE COMPREHENSIVE PLAN CONSISTENT WITH FLORIDA STATUTE 163.3161, "THE COMMUNITY PLANNING ACT"; APPROVING THE SELECTION OF STANTEC CONSULTING SERVICES TO PREPARE THE COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR THE SERVICES IN THE AMOUNT OF NINETY-NINE THOUSAND TWO HUNDRED ($99,200.00) DOLLARS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo- Stantec Comp Plan Agmt
Reso-Stantec Com Plan Agmt
Exhibit A-Comprehensive Plan Scope

To: Honorable Mayor and Village Council

Date: January 9, 2023

From: Nick Marano, Village Manager

Re: Selection of Stantec Consulting Services to Prepare the Comprehensive Plan Update

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE UPDATE OF THE COMPREHENSIVE PLAN CONSISTENT WITH FLORIDA STATUTE 163.3161, "THE COMMUNITY PLANNING ACT"; APPROVING THE SELECTION OF STANTEC CONSULTING SERVICES TO PREPARE THE COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR THE SERVICES IN THE AMOUNT OF NINETY-NINE THOUSAND TWO HUNDRED ($99,200.00) DOLLARS, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND:

Florida Administrative Code Rule Chapter 73C-49 requires municipalities to evaluate its Comprehensive Plan at least every seven years to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated.

On July 19, 2022, the Village Council adopted Resolution No. 2022-66 accepting the Comprehensive Plan Evaluation and Appraisal Report (EAR). The EAR outlined the required statutory amendments. Furthermore, the Village has not completed a thorough Comprehensive Plan update since 2010. The opportunity exists come into compliance with State requirements and create a Comprehensive Plan that reflects the unique nature of the Village.

The Community and Economic Development Director worked closely with Stantec to create a scope of work that reflects the needs of the Village, focuses on community engagement, and meets State requirements. On December 2, 2022, Stantec provided the Community and Economic

Development Department with a price proposal for the Comprehensive Plan Update in the amount of $99,200.00.

FISCAL IMPACT:
The Village Council budgeted $100,000.00 for a Comprehensive Plan update in the FY2022-2023 Annual Budget.

RECOMMENDATION:
Village staff recommends that Village Council approve the selection of Stantec Consulting Services to prepare the Comprehensive Plan Update and authorize the Village Manager to enter into an agreement for the services in the of $99,200.00.

ATTACHMENTS:
A. Scope of Work date December 2, 2022

RESOLUTION NO. 2023-

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE UPDATE OF THE COMPREHENSIVE PLAN CONSISTENT WITH FLORIDA STATUTE 163.3161, "THE COMMUNITY PLANNING ACT"; APPROVING THE SELECTION OF STANTEC CONSULTING SERVICES TO PREPARE THE COMPREHENSIVE PLAN UPDATE AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR THE SERVICES IN THE AMOUNT OF NINETY-NINE THOUSAND TWO HUNDRED ($99,200.00) DOLLARS, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

WHEREAS, the Village Council adopted Resolution No. 2022-66 on July 19, 2022, accepting the Comprehensive Plan Evaluation and Appraisal Report (EAR); and

WHEREAS, on December 3, 2021, the Village entered into a Contract for Professional Consulting Services on a Continuing Contract Basis for General Urban Planning Services with Stantec Consulting Services (Stantec); and

WHEREAS, on December 2, 2022, Stantec provided the Community and Economic Development Department with a price proposal for the Comprehensive Plan Update in the amount of $ 99,200.00; and

WHEREAS, the Village Council budgeted the appropriate funds in the FY2022-2023 Annual Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Manager is authorized to negotiate and execute an agreement with Stantec Consulting Services in the amount of $99,200.00.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 9th day of January, 2023.

Attest:

_____	_____
Missy Arocha	**Karyn Cunningham**
Village Clerk	**Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

Stantec Consulting Services Inc.
One Biscayne Tower, Suite 1670
2 South Biscayne Boulevard, Miami FL 33131-1804

December 2, 2022
File: Palmetto Bay Comprehensive Plan

Attention: **Heidi Siegel, AICP**
Community & Economic Development Director
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Dear Heidi,

Reference: Comprehensive Plan Update

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal for preparing the Comprehensive Plan Update for the Village of Palmetto Bay, Florida (Village).

PROJECT UNDERSTANDING:

On March 1, 2021, the Village completed its evaluation of changes in the State requirements and notified the Florida Department of Economic Opportunity (DEO) of its intent to proceed with the evaluation and appraisal process to amend its Comprehensive Plan. On June 21, 2022, the Village adopted the Evaluation and Appraisal Report (EAR) by Resolution 2022-66.

In addition to addressing State legislative changes, major updates were proposed to include:

- Affordable Housing
- Property Rights
- Coastal High Hazard (CCHA) Map
- Future Land Use Map (FLUM)
- Additional Amendments by the LPA

The Village has been proactive in understanding community issues and concerns it has already identified specific areas that may need greater focus and those that may no longer apply to the generally built-out community.

Stantec will work with Village staff in a collaborative process to create a robust public engagement program and develop a user friendly, highly graphic, and supported Comprehensive Plan update. The scope of services on the following pages outlines a proposed approach to working with staff in completing this Comprehensive Plan and the associated fee structure.

We understand that a target completion date of summer 2023 would be ideal.

Reference: **Comprehensive Plan Update**

SCOPE OF SERVICES:

TASK 1. TEAM WORK SESSION

As the current Comprehensive Plan was developed from a Miami-Dade County plan and not all objectives and policies directly pertain to Palmetto Bay, Village and Stantec staff (project team) will conduct a work session to review and strike through the existing Comprehensive Plan objectives and policies that may not be relevant.

The project team will also work through the recommended changes identified in the EAR to determine those that most reflect the known direction of the Village.

During this session staff will further identify current key goals and initiatives already underway or soon to be underway by the Village.

We will also identify data sources, documents, and other studies necessary for review and use as the process proceeds.

TASK 2. PUBLIC ENGAGEMENT PROGRAM

Stantec will work with the Village in developing a public engagement plan to ensure the Comprehensive Plan reflects the vision of the community. The project team will identify specific and / or targeted dates for events, frequency, and outreach methods to inform the community of opportunities to be involved. We will identify specific stakeholders or organizations that may require focused discussions and will also determine any project branding and specific elements that should be included within the project website and informational collateral.

Items in this task will occur throughout the duration of the project, and are anticipated this will include:

Community Visioning Festival:

To kick-off the process and build community input and support from the onset, a public event or festival will be organized on a Saturday with the Parks and Recreation Department to invite members of the community to participate. This is intended to be an engaging and interactive day with various community input methods, discussion groups, or activities that encourage dialogue and participation.

Pop-up Interviews:

We meet residents where they already are which allows for conversation-based feedback. On an impromptu schedule we visit area attractions such as parks and we attend community events or programs. Pop up interviews focus on maximizing meaningful dialogue, particularly with those that may not typically participate in similar projects. Six (6) pop-up interviews are assumed within this scope.

Targeted Stakeholder Sessions:

Working with a Village identified group or groups, we will conduct focused discussions that can be directed at community-wide issues or topic specific issues or concerns that may need more input. We conduct this in an informal manner at a common meeting place, such as a coffee shop, restaurant, or library. Four (4) targeted stakeholder sessions are assumed within this scope.

Social PinPoint Resource Site:

We incorporate and innovative toolbox of online engagement to allow us to be as inclusive as possible in our process. Using Stantec's Social Pinpoint program subscription we develop and maintain a project website for the duration of the process. To lower barriers to participation, the website will be mobile-friendly and will include:

Informational Content – outlines the project purpose and requirements of it, timeline, ways to be involved, meeting dates, FAQs, and other items that may be useful to the community.

Mapping & GIS Integrations – this includes a map of the entire village and allows users to "pin" comments to specific locations, including features such as "Like", "Dislike", and "Idea" that can be visible to others once approved.

Message Board – allows users to post general comments including photographs that can be visible to others once approved.

Surveys – within this site we can integrate community input surveys for distribution which will also allow integration of other site features, including visual preference selections.

Village Council Work Sessions:

To ensure we are aligning with current initiatives and broader future goals of the Village, we anticipate multiple work sessions or updates to the Village Council (or other appointed board members and staff). Typically, we hold these after the initial data gathering and public input tasks to share what has been provided and drafting of initial goals, following refined goals and proposed objectives and policies, and lastly after development of the implementation plan. Three (2) Village Council work sessions are assumed within this scope.

TASK 3. VILLAGE VISION AND GOALS

The Comprehensive Plan is in many ways the master plan for the community. This task will further articulate a clear vision statement, image, and establish the priority goals that will guide the Comprehensive Plan update and remainder of the process.

Public Engagement Synopsis:

Following the Visioning Festival, Pop-interviews / Events, Targeted Stakeholder Sessions, and responses collected from the Social Pinpoint site, we will prepare an overall summary of feedback in written and graphic formats to use with staff and the general public in shaping the update. This data will be reviewed with staff and used in the Village Council work session.

Identification of Key Issues and Projects:

Specific issues, projects, or initiatives that are clear priorities identified during the public engagement program will be articulated for review with staff and later inclusion into the goals, objectives, and policies.

Goals:

Working with staff, we will draft updated element goals where needed to accurately reflect the public engagement process and that will be used in the Comprehensive Plan to guide the objectives and policies.

** A Village work session will be conducted within this task to review public input and draft goals.*

TASK 4. DRAFT & FINAL OBJECTIVES AND POLICIES

Staff Work Session:

Stantec and Village staff will conduct a work session following review of the draft goals and Village work session to review existing and potential changes and additions to the existing goals, objectives, and policies *(see Appendix A).*

Draft Objectives:

Stantec staff will prepare draft objectives as identified during the staff work session and transmit for Village review.

Draft Policies:

Stantec staff will prepare draft policies as identified during the staff work session and transmit for Village review.

Review and Final Draft Objectives & Policies:

Stantec and Village staff will review all draft objectives and policies and identify any revisions that may be required to complete one final draft for Village review.

Comprehensive Master Plan Graphic:

Stantec will prepare a Village Comprehensive Master Plan graphic identifying key features that include areas of no change or preservation, redevelopment opportunities, key mobility areas of focus, recreation and conservation areas, and key locations for signature public investment in placemaking or other community and character defining features that will provide a visual “roadmap” for the community to see in envisioning the Village through the update. Stantec will also prepare the Future Land Use Map reflecting the Comprehensive Plan.

Comprehensive Master Plan Illustrations:

Stantec staff will prepare a selection (up to three) renderings of key features or future projects that will help to define the Village in the upcoming years. These may include a neighborhood,

park and recreation areas, US1 corridor, other areas as determined during the planning process.

** A Village work session will be conducted within this task to review goals, objectives, and policies.*

TASK 5. IMPLEMENTATION

Following development of the objectives and policies, Stantec will work with Village staff in developing an implementation framework. This will include the following broad components, and Stantec will work with Village staff to identify appropriate levels of detail for each.

Action Steps:

Identify specific actions that should be taken to achieve the desired goals and goal strategies. These may include recommended changes to the Land Development Code, policy directives, special area or project studies, funding initiatives, capital projects, among others.

Responsibility:

This section identifies specific Village departments, community organizations, agency partners, neighborhood groups, business associations, or others who have a role and responsibility in achieving specific goals.

Timeline:

Typically includes short, medium, and long-term milestones or ongoing if the effort is continuous (such as a new policy or program).

Costs:

This will include planning level cost estimates (known or assumed) for Village use in developing future annual and capital improvement budgets.

Pillars:

Each strategy will relate back to key pillars that are developed from the Comprehensive Plan update and help to show elected officials, community members, and others how these actions further advance implementation of it.

Sources:

Not all funding needed for implementation needs to come from the Village. Our funding team works to identify specific sources of funding, generally in the form of grants or partnerships, and we identify which programs may be most suitable for the Village to pursue.

** A Village work session will be conducted within this task to all content for any final editing prior to completing and presenting the final Comprehensive Plan.*

Reference: **Comprehensive Plan Update**

TASK 6. FINAL PRESENTATION, TRANSMITTAL & ADOPTION

Following completion of the Comprehensive Plan document, Stantec will present it to the Village Council and provide the final document to staff in an electronic format for future public use.

Stantec will also assist in the transmittal and adoption process of the Comprehensive Plan.

Compensation schedule is included on the next page.

Reference: **Comprehensive Plan Update**

COMPENSATION: The fees included below are estimated based on our experience and the scope items as outlined above. All fees are included as a Fixed-Fee Basis.

Village Approved Consultant Billable Hourly Rates – General Urban Planning Services				
Principal-in-Charge	Senior Planner	Planner	GIS Technician	Public Involvement Coordinator
$230	$160	$105	$110	$110

Fee Schedule		
Phase	**Fee Type**	**Fee**
Task 1. Team Work Session	FF	$1,200
Task 2. Public Engagement Program	FF	$16,500
Task 3. Village Vision and Goals	FF	$9,800
Task 4. Draft and Final Objectives and Policies	FF	$47,500
Task 5. Implementation	FF	$16,500
Task 6. Final Presentation, Transmittal and Adoption	FF	$6,200
Subtotal	**FF**	**$97,700**
Reimbursable Expense	T/M	$1,500
Total:	**-**	**$99,200**

The above-referenced scope of services will be charged on a Fixed-Fee Basis not to exceed **$97,700** and reimbursable expenses not to exceed **$1,500** without your prior approval for a total contract amount not to exceed **$99,200**. Labor and non-labor charges (mileage, reproduction, per-diem, etc.) will be charged according to our standard rate schedule.

Respectfully,

Stantec Consulting Services Inc.

Jared Beck, AICP
Senior Associate, Senior Planner
Phone: 239 821 2765
Jared.Beck@Stantec.com

Reference: **Comprehensive Plan Update**

ATTACHMENT A

VILLAGE OF PALMETTO BAY COMPREHENSIVE PLAN ELEMENTS & IDENTIFIED EAR POLICY ELEMENT / POLICY UPDATES

Scope of Review:

Every Element within the Village of Palmetto Bay Comprehensive Plan shall be reviewed for grammar, organization, and order, and will consider truncating or removing duplicated or unnecessary language to create a concise, attractive planning document that showcases the Villages' community vision. The current Comprehensive Plan has eleven elements, nine of which are required per legislative direction.

1.0 Future Land Use Element

Review the existing Future Land Use Element through comparing land availability vs. existing Future Land Use plans (per the FLU), evaluate the permitted densities/intensities, and review/update data of the Future Land Use Element and Map to ensure compliance with recent Florida legislation changes and amendments to the Comprehensive Plan. In addition, the review will assess goals and policies within the Future Land Use Element, as they relate to the needs, desires, and existing development patterns of the Palmetto Bay community.

The review shall include analysis of the Future Land Use Classifications (POLICY 1.1.1) of the intent, applicability, and effectiveness the classification has on contributing to smart growth within an area. The Future Land Use Element is the underlying basis for all development, setting the pace for density, intensity, and type of use; this element contains the bone-work for transportation, housing supply, related infrastructure, conservation and sustainability efforts, recreation and open space allocation, and additional services. The Future Land Use Element has potential to house a unique vision for an area, as portrayed on the Future Land Use Map. The review shall assess the current vision the Future Land Use Element portrays and if this vision reflects the community; consider supplemental studies within this assessment (Market Study, Franjo Triangle Commercial Island).

Specifics:

- Update Maps – 163.2178(2)(c)
- Update FLUC to include Substations in all classifications
- Update Objective 1.5 per statute – 163.3177(a) and 163.2177(c)
- Update permanent and seasonal population estimates – 163.3177(6)(a) 2 and 3
- Update 2020 Census numbers – 163.3177(6)(f) 1 and 2
- Update POLICY 1.4.2 per statute – 163.3177(12)(g)
- Update Urban Service Area – 163.3177(14) **OPTIONAL**
- Community Vision – 163.3177(13) **OPTIONAL**
- Urban Service Boundary – 163.3177(14) **OPTIONAL**
- Urban Development Boundary between Miami Dade –163.3180(5)(d)

Reference: Comprehensive Plan Update

2.0 Transportation Element

Review the existing Transportation Element, analyzing the roadway level of service standards and assessing plan consistency with FDOT, Miami-Dade County MPO, and Miami-Dade County Transportation. The update will contemplate increased vehicle capacity and measure the existing level of service provided (task benchmark). Within the Transportation Element, alternative modes of transportation and streetscapes are to be considered to promote connectivity, safety, and community well-being. Review the Street Map, record any vision or CIP roadways, as it relates to Palmetto Bay, Miami-Dade County Transportation, Miami-Dade County MPO, and FDOT.

Specifics:

- Update POLICY 2a1.1 – 163.3180(5)(e-g)
- Update Objective 2a.1 TCMA – 163.3180(7)
- Transportation Element (2004 is missing) – 163.3180(5)(a-h)

3.0 Housing Element

Review the existing Housing Element, ensure adequate policy covers legislative requirements (2019, 2020 sessions). Evaluate the affordable housing language; determine if intent is met. An assessment will be made to determine if policy benchmarks have been met. Assess available housing product type, market demands, and development trends – ensure variety is offered to the public.

Specifics:

- Update POLICY 3.1.9 to permit ADU structures – 163.3177(3)
- Update POLICY 3.1.9 to include the Property Rights Element – 163.31771
- Update affordable housing policy(ies) –163.3177(6)(f) 3

4.0 Infrastructure Element

Review the Infrastructure Element to assist in the update in level of service (LOS), provided by Miami-Dade County Water and Sewer Department (WASD) and the Miami-Dade County Department of Public Work Waste Management (PWWM). The Villages of Palmetto Bay rely on the Miam-Dade County WASD and PWWM for water and waste services – the Comprehensive Plan speaks to the coordination efforts between the City and county to ensure an adequate LOS is provided to all citizens. Included in the proposed update, assess all task benchmarks to be completed by target dates – if appropriate, set new date for assessment.

Specifics:

- Include to permit a waiver/exemption – 163.31801(5)

5.0 Coastal Management

Review the Coastal Management Element, first, to evaluate if legislative requirements are met and, two, if the policies of the Comprehensive Plan reflect sustainable practices for the Villages of Palmetto Bay. The element outlines the Coastal High Hazard Area (CHHA) and intergovernmental coordination between Miami-Dade County, the State, and FEMA during/after natural disasters.

Specifics:

- Update POLICY 5.8.10; POLICY 5.4.2; POLICY 5.1.6; POLICY 5.3.4 to include Sea level Rise – 163.3178

6.0 Conservation Element

Review the Conservation Element, assess task benchmarks for element goals and provide commentary on the sustainability of planning and development practices within the Villages. Within this review, policies will be evaluated on the proposed methodology and innovation to conserve/preserve the existing and future wildlife, flora/fauna, air quality, water quality and wetlands, sea level rise, and geography and topography of an area. The organization of this element should closely relate to the Coastal Management Element and Recreation Open Space element to provide proposed solutions and goals the community can achieve.

Specifics:

- Update Objective 6.10 – 163.3177(6)(g)

7.0 Recreation And Open Space Element

Review the Recreation and Open Space Element to examine the existing acreage of open space available and the potential open space acreage (residential of nonresidential). Compare language and requirements within the Land Development Code for internal consistency, intent, and standards for open space, recreational uses. With the constrictions of land availability, the review shall consider alternative recreational use, passive and active recreation.

8.0 Intergovernmental Coordination Element

Review the Intergovernmental Coordination Element, identify the services the Villages provide versus the surrounding agencies and municipalities that support the vision of Palmetto Bay. Consider (where appropriate) policies that may be more effective as an interlocal agreement with an agency to allow the agreement of review and services to grow with both parties.

Specifics:

- Update POLICY 8.1.16 – 163.3177(6)(h)
- Update POLICY 8.1.9 – 163.3177(12)(g)
- Update Objective 8.2; update to ensure adequate fairshare and funding – 163.3180(16)

9.0 Capital Improvements Element

Review the Capital Improvements Element and compare the active CIP with the Village LDC for consistency. The Capital Improvements Element assesses facilities including Sanitary Sewer, Solid Waste, Drainage and Potable Water, Parks and Recreation, Transportation, and Public Education Facilities; facilities are to be evaluated on an annual basis for a schedule of proactive and necessary repairs.

Specifics:

- Update CIP water supply facilities – 163.3177

- Update CIP calendar from 2022 to 2027 – 163.3177(3)(a)(5)
- Update POLICY 9.3.1 – 163.3180(2)(c)
- Update POLICY 9.3.6 CIP – 163.3180(6)
- Update CIP table – 163.3177(3)(a)4
- Legislation deleted; POLICY 9.3.1 (2)(a) – 163.3180(2) (b) and (c)
- Update POLICY 9.3.1 – 163.3180(5)(h)1. d
- Update POLICY 9.2.5 Update – add minimum standards to fee schedule – 163.31801(1)
- Update POLICY 9.2.5 Update – 163.31801(2) **OPTIONAL**
- Update to POLICY 9.2.5; add clarification to 163.31801(9) – 163.31801(6)

10.0 Educational Facilities Element

Review the Educational Facilities Element and assess the level of coordination and services outlined within the Comprehensive Plan. The language within the Educational Facilities should be consistent with the Capital Improvements Element and the Intergovernmental Coordination Element. This Element is not required per legislation.

Specifics:

- Update Educational Facilities Element; Correct spelling – 420.0004(8)
- Educational Facilities Element; correct spelling – 163.3177(12)
- Update POLICY 10.3.9 – 163.3177(12)(g)
- Update school locations, improvements –163.3177(12)(h)
- Update school concurrency, Objective 10.2 – 163.3180(1)(a)
- Educational Facilities Element – 163.3180(9) **OPTIONAL**
- Update Objective 10.2 – 163.3180(13)
- Update Objective 10.2 – 163.3180(13)(g)(6)(a)
- Update POLICY 10.2.3 – 163.3180(13)(e)
- Update POLICY 10.2.3 Educational Facilities Element – 163.31801

11.0 Water Supply Facilities Element

Review the Water Supply Facilities Element for completion, evaluate task benchmarks, and ensure the continued coordination with Miami-Dade County. Identify duplicate language and ensure consistency in language, as it relates to intergovernmental coordination and water conservation in the LOS provides by Miami-Dade County. This Element is not required per legislation.

Specifics:

- Update water supply table; re-evaluate future demand –163.3167(13)
- Update POLICY 11.2.9 Water Supply Certification – 163.3180(2)(a)

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	January 9, 2023
SUBMITTED BY:	Nick Marano, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED AS A POCKET PARK; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

RESO-Pocket Park
Letter to Village of Palmetto Bay_MayorCunningham.pdf
IO-08-04

RESOLUTION NO. 2023-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED AS A POCKET PARK; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, certain land located within the Village of Palmetto Bay may be suitable for public uses under Village ownership; and

WHEREAS, the vacant land of approximately 101,059 square feet, folio number 33-5023-009-0120, located south of SW 140 Street, Palmetto Bay, Florida, (the "Site"), has been identified as a suitable location for a Village Pocket Park; and

WHEREAS, on December 28, 2022, the Village received a certified letter from the owner, Miami Dade County Real Estate Development Division, to notify the Village of a possible sale of the Site and to request if the Village is interested in acquiring the Site in accordance with Implementing Order 8-4; and

WHEREAS, the Village is interested in acquiring the Site for the purpose of using it as a Village Pocket Park; and

WHEREAS, the Site had previously been identified as a potential Pocket Park during the development of the Village's Park Master Plan; and

WHEREAS, as part of the Parks Master Plan process, the Village conducted an extensive Community Survey in which Smaller Neighborhood Parks, Natural Parks and Preserves and Walking Trails all scored highly; and

WHEREAS, the Village Council has consistently declared its preference for and desire to acquire additional land for Pocket Parks.

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

Section 1. That the above recitals are incorporated as if set forth in full.

Section 2. The Village Manager is authorized and directed to take all actions necessary under Implementing Order 8-4 to coordinate the acquisition of the Site.

Section 3. The Village Manager is further directed to bring back to the Village Council for review and approval any formal contracts, covenants or agreements and before committing any funds in excess of his funding authority.

Section4. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 9th day of January 2023.

ATTEST: **VILLAGE OF PALMETTO BAY**

_____ _____

Missy Arocha **Karyn Cunningham**
Village Clerk **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

1258

MIAMI-DADE COUNTY

miamidade.gov

Internal Services
Real Estate Development Division
111 NW 1st Street • Suite 2460
Miami, Florida 33128
T 305-375-2363 F 305-375-1157

December 28, 2022

Via E-Mail and Certified Mail
Receipt No.: 7021 0350 0000 5245 4404

Honorable Karyn Cunningham
Village Mayor
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Property Being Considered for Surplus Designation
Location: Adjacent South of 7450 SW 140 Drive, Miami, FL 33183
Folio No.: 30-5023-009-0120

Dear Mayor Cunningham:

On July 28, 2022, Kassandra Padron, a resident of the Village of Palmetto Bay (Village), submitted a written application in accordance with Implementing Order 8-4 to inquire about purchasing a County-owned property located adjacent south of 7450 SW 140th Drive, Miami, Florida. The Folio number for the property is 33-5023-009-0120. The area requested measures approximately 101,059 square feet. Ms. Padron is an adjacent property owner and intends on sub-dividing the property amongst her neighbors. The property currently holds FPL powerlines and accompanying easements which makes the property not buildable.

Please consider this letter as intent on behalf of Miami-Dade County's Internal Services Department (ISD), to make the Village aware of the possible sale of County-owned property. In the event the Village is interested in the parcel, please contact us within ten (10) days of receipt of this letter.

Please note, the parcel would require taking over any initial acquisition costs or existing financial obligations. Examples of existing financial obligations may include lot clearing fees, water and sewer charges, special assessments, ISD administrative fees, etc. ISD would consult with the Village to discuss any existing financial obligations, legal notices, or other charges that may exist or require action.

Should you have any questions, please do not hesitate to contact me at 305-375-5754 or by e-mail at mark.burns@miamidade.gov.

Sincerely,

Mark Burns
Assistant Division Chief

Attachment

Delivering Excellence Every Day

c: Nick Marano, Village Manager, Village of Palmetto Bay

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/2/2022

Property Information	
Folio:	33-5023-009-0120
Property Address:	
Owner	MIAMI-DADE COUNTY GSA R/E MGMT
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	101,059.2 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$13,920	$31,320	$31,320
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$13,920	$31,320	$31,320
Assessed Value	$13,920	$31,320	$31,320

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0
City			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$13,920	$31,320	$31,320
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$13,920	$31,320	$31,320

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
23 55 40 2.32 AC M/L
TANGLEWOOD GARDENS PB 68-66
FLORIDA POWER & LIGHT COMPANY
EASEMENT BLK 2
LOT SIZE 101059 SQUARE FEET

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

Implementing Order No.: 8-4

Title: GUIDELINES AND PROCEDURES FOR THE SALE, LEASE, AND CONVEYANCE OF COUNTY REAL PROPERTY

Ordered: 2/1/2022 **Effective:** 2/11/2022

AUTHORITY:

Sections 125.35, 125.37, 125.379, 125.045 and 125.38, Florida Statutes, Sections 2-8.6.5 and 2-10.4.2 of the Code of Miami-Dade County, Florida, Resolution Nos. R-377-09, R-974-09, R-256-13, R-461-13, R-761-13, R-791-14, R-1000-14, R-333-15, R-64-16, R-380-17, R-407-19, R-365-21 and R-1121-21.

SUPERSEDES:

This Implementing Order supersedes and replaces Implementing Order No. 8-4 dated May 5, 2020 and effective May 15, 2020.

POLICY:

The authority to sell, lease or otherwise dispose of County-owned real property lies solely with the Board of County Commissioners ("Board"). Such sale, lease, or disposition shall be accomplished in a transparent manner, with adequate protections in place to ensure that the intended purpose of the sale, lease, or disposition, as approved by the Board, is met. Dispositions include the granting of easements.

It is further the policy of this County that it desires to contract to sell, lease or dispose of County-owned real property to responsible entities, and to know the ownership composition of all entities to whom it contracts to sell, lease or dispose of County-owned real property. The term "responsible entity" relates to the entity's financial condition, capability, experience, and past performance, and includes honesty and integrity, skill and business judgment, experience and capacity for performing under the contract, and previous conduct, including but not limited to, meeting its financial obligations. Analysis of previous conduct shall include but not be limited to consideration as to whether the requestor, or other entity in which the requestor has a controlling financial interest, was previously conveyed or leased County-owned property which was later the subject of an involuntary reverter or lease termination by the County. Determinations on responsibility are ultimately made by the Board of County Commissioners and, where the delegated authority exists to contract, by the County Mayor, and are fundamentally issues of business judgment and policy. The term "ownership composition" as used in this Implementing Order means the identification of all persons with an ownership interest in such entity in excess of five percent; provided, however, that the ownership composition of governmental entities or publicly traded companies does not need to be identified or determined. The County Mayor or the County Mayor's designee shall include this policy in any notice or solicitation issued for the sale or lease of County-owned real property.

Nothing in this Implementing Order shall be construed as limiting the authority of County Commissioners from sponsoring items for consideration by the Board of County Commissioners for the sale or lease of County-owned property.

This Implementing Order shall be applied in a manner that is consistent with applicable federal and state laws and regulations, including, but not limited to those laws, regulations and directives related to the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration program and HUD's requirements for the demolition and disposition of public housing developments as set forth in Section 18 of the United States Housing Act of 1937, as amended, and applicable regulations promulgated by HUD.

This Implementing Order shall supplement and also apply to conveyances or leases pursuant to the Miami-Dade County Infill Housing Initiative Program, as codified in section 17-171 et seq. of the Miami-Dade County Code and Implementing Order 3-44, which set forth procedures and guidelines for property disposition. To the extent that there is a conflict between the provisions set forth in this Implementing Order and Implementing Order 3-44, the provisions of this Implementing Order shall govern unless otherwise prescribed by Code or Statute.

PROCEDURE INITIATING ACTION; APPLICATION, PROPERTY CIRCULATION, AND REVIEW OF RESTRICTIONS:

Any government official, Department Director, or any private party, governmental entity, or corporation proposing the sale, lease or other disposition of County-owned real property shall abide by the procedures as set forth herein

The Department Director, other official, private party, governmental entity, or corporation is required to submit a memorandum or letter application to the County Mayor or to the County Commissioner of the district in which the property lies detailing all pertinent information regarding the proposal or request. The pertinent information for non-competitive conveyances shall include, but not be limited to, a disclosure under oath of the ownership composition of the requesting entity, and information sufficient to support a finding that the requestor is a responsible entity.

In the case of (1) any not-for-profit entity seeking the sale or lease of County-owned real property for community interest and welfare purposes pursuant to section 125.38, Florida Statutes, or (2) any entity requesting the sale or lease of County-owned real property for the construction of affordable housing pursuant to section 125.379, Florida Statutes, or (3) any entity requesting the sale or lease of County-owned real property for economic development under section 125.045, Florida Statutes, the requesting entity shall include in its letter application to the County, to the extent applicable: (i) an identification of the property requested by address and/or folio number; (ii) a detailed description of the proposed use of the County-owned real property and any development thereon, including how it meets the requirements of community interest and welfare or affordable housing purposes; (iii) an identification and a summary of the past experience of the requestor, the requester's key personnel, developer, and first-tier consultants and contractors; (iv) an estimate of the costs of construction and operation and the manner in which the requester intends to finance the development, operations and maintenance of the requested property, including proposed sources of funds and revenues; (v) the length of time the entity has been active and the number of employees; (vi) a proposed

schedule for the commencement and completion of any construction or renovation of the requested property, including development milestones, which may be used as a basis for lease termination or reverter provisions; and (vii) the proposed rental rate or purchase price, which, if nominal, shall include the asserted basis for the reduced payment rather than the payment of market value, market rent, or rent in lieu of taxes. In the event that the not-for-profit entity is requesting a conveyance, rather than a lease, it shall include in its application the specific basis for any compelling circumstances justifying a conveyance rather than a lease.

If the request and application is submitted to a County Commissioner, the Commissioner, after reviewing same, may determine whether they wish to move forward with the processing of the request. If the Commissioner seeks to proceed, the Commissioner shall forward, or cause to be forwarded, the request and application to the County Mayor who shall proceed with the process for disposition of County-owned real property as set forth in this Implementing Order.

If the request and application is not Commissioner-generated, the County Mayor, or the County Mayor's designee will review the request to determine if there is a need to refer the request to the Internal Services Department for further processing. If it is determined that there is such a need, the County Mayor or the County Mayor's designee will refer the request to the Internal Services Department or other successor department with the responsibility over property conveyances within ten days of receipt, and shall forward a copy of the request and application to the Commissioner of the district in which the property lies prior to forwarding the item to the Internal Services Department. The Internal Services Department, within five days of the referral of the request, will forward to appropriate departments and public agencies a questionnaire, with a response time of no more than ten days, to determine if there is planned use or anticipated need for the subject property, or if it could be declared surplus, and within 30 days of the referral of the request, will determine whether there are any restrictions or limitations contained in the deed, restrictive covenants, or other contracts that would preclude the conveyance of the County-owned real property or that would result in a significant financial impact to the County as the result of such conveyance (e.g. result in the repayment of grant funds) and, if so, whether the requesting entity can be made responsible for said financial impact to the County. The County Mayor or the County Mayor's designee shall prioritize any request made by the Miami-Dade Water and Sewer Department (WASD) or its successor department, for use or anticipated future use as WASD infrastructure (Resolution No. R-1121-21). The Internal Services Department will also determine whether the subject property is connected to or has access to a sanitary sewer system.

INTERNAL SERVICES DEPARTMENT AND REGULATORY AND ECONOMIC RESOURCES DEPARTMENT:

Based on the findings of the questionnaire concerning possible use of the property and its review of the contracts and restrictions pertaining to the property, the Internal Services Department will submit its findings and recommendations to the County Mayor or the County Mayor's designee within 15 days of the completion of the circulation and review of restrictions. Where there is no proposed use by a commenting County agency or department, the Internal Services Department shall immediately upon its receipt of the results of the questionnaire, forward the request or proposal to the Regulatory and Economic Resources Department ("RER"), or any successor department that oversees the County's planning functions, for its review and determination as to whether the

property is zoned consistent with the proper land use planning for the area or whether there should be a change in zoning on the subject property. The recommendation of RER shall be sent to the Internal Services Department within fifteen days of RER's receipt of the request or proposal to be sent to the Mayor's Office to be considered as part of the recommendation of the Internal Services Department. Nothing herein shall require a questionnaire or circulation for property that is to be leased pursuant to the authority set forth in section 125.35(b)(1) and (2), Florida Statutes.

COUNTY MAYOR'S OFFICE AND REQUIREMENTS FOR MAYOR'S MEMORANDUM, NOTIFICATIONS, AND PROVISIONS IN LEASES AND CONVEYANCE DOCUMENTS:

Whenever there is a valid proposed use by the commenting County agencies, the County Mayor or the County Mayor's designee will inform, in writing, the requesting party that the proposal has been reviewed and that the County Mayor has determined that the property cannot be declared surplus and conveyed or leased. In the case of a request or application that was referred to the County Mayor by a County Commissioner, a copy of such written notice to the requesting party shall be provided to the referring County Commissioner, along with a memorandum including the specific basis for the County Mayor's determination, along with written documentation from the requesting department setting forth its request for the property and specifying the intended need and proposed use of the requesting department. If a determination is made that the property can be declared surplus, and that there are no restrictions precluding the proposed lease or conveyance, then following the receipt of bids or proposals under a solicitation, or within 30 days of such determination for non-competitive conveyances and before the Board's consideration of a proposed sale or lease of County-owned real property, the County Mayor or the County Mayor's designee (i) shall perform due diligence necessary to determine whether or not the contracting entity is a responsible entity, and (ii) shall confirm the ownership composition provided by the requestor. Whenever there is a request or application that was referred to the County Mayor by a County Commissioner, the County Mayor shall, if the property can be declared surplus, prepare a memorandum within five days of such determination, addressed to the referring County Commissioner, attaching the request and application by the requesting entity, and setting forth: (i) whether the terms and conditions set forth in the application for sale or lease of County-owned property meet the requirements of community interest and welfare or affordable housing purposes; (ii) whether there are obstacles to the proposed conveyance or lease, or adverse findings discovered during the responsibility review of the proposed purchaser or tenant; (iii) the ownership composition of the proposed purchaser or tenant; (iv) the market value or market rental of the real property, including the appraised value or, if no appraisal has been conducted for land estimated to have a fair market value less than $5,000,000.00, the value set forth in the property appraiser's website (Resolution No. R-333-15); (v) with respect to not-for-profit entities seeking to lease County-owned real property, the estimated rent that would be payable in lieu of paying ad valorem taxes on the real property sought to be leased; and (vi) the identification of the department and the person who will be monitoring compliance with the terms of the lease or deed.

The Commission Auditor shall independently and simultaneously review and comment on the proposed leasing and conveyance of County property prior to the submission of an agenda item or agenda items to the Board. No agenda item shall be placed on an

agenda of the Board without the foregoing reviews by the County Mayor or Mayor's designee, subject to the exception set forth herein, and the Commission Auditor.

If a County Commissioner requests to sponsor an item for sale or lease of County-owned real property as a Commissioner-sponsored item rather than a Mayoral-sponsored item, the County Mayor or the County Mayor's designee shall nevertheless be responsible for negotiating the final proposed contract on behalf of the County and the aforementioned memorandum to the referring County Commissioner shall be attached to any Commissioner-sponsored resolution presented to the Board for consideration and approval. In all other instances which do not involve Commissioner requests, upon receipt by the County Mayor of the recommendations from the Internal Services Department, the County Mayor shall determine whether to forward a recommendation to the Board for its approval of said conveyance without competitive process where otherwise legally allowed or, following a competitive process for the sale or lease of the property in question, a recommendation for its approval of said conveyance, or take any other action or make any other recommendation. If the agenda item for said conveyance is not sponsored by the district commissioner of the district in which the real property proposed to be sold or leased is located or, in the case of multiple properties across multiple districts, when the item is not sponsored by a commissioner of any of the districts in which the properties are located, then a two-thirds vote of Board members present shall be required to approve said item for the sale or lease of County-owned real property or properties. The two-thirds vote requirement shall not apply to property located at Miami International Airport, PortMiami, and to property designated as a terminal or facility of countywide significance, nor shall it apply in the event that there is a recusal of such district commissioner from participating prior to or at the Board meeting when the item is considered.

If at the conclusion of the verification period set forth herein, the aforementioned timelines have not been met, a commissioner can thereafter bring an item forward for consideration by the Board to approve the conveyance or lease of real property as a Commissioner sponsored item without the necessity of seeking a waiver of this Implementing Order.

When applicable, the County Mayor or the County Mayor's designee shall comply with the following procedures:

(i) Prior to placing any item on an agenda of this Board or any committee of this Board for the sale, lease or surplus of County-owned property, or the issuance of any request for proposal or expression of interest regarding same, the County Mayor or the County Mayor's designee shall provide no less than four weeks' written notification to the District Commissioner in which such property lies (Resolution No. R-380-17);

(ii) Prior to placing any item on a Board agenda for a lease with a proposed tenant that provides programs or services to children and/or developmentally disabled individuals, the County Mayor or the County Mayor's designee shall perform a national criminal background check of the tenant, its principals, and their spouses, parents and children that will be working at the property, and report any adverse findings to the Board along with any recommendation to approve the lease (Section 2-8.6.5 of the Miami-Dade County Code);

(iii) In the event that the value of the property being sold is reasonably estimated to exceed $5,000,000.00, the County shall have the property appraised by two real estate appraisers holding an M.A.I designation prior to placing an item on an agenda, unless waived upon written recommendation of the County Mayor upon a finding that it is in the best interest of the County to do so. (Section 2-10.4.2 of the Miami-Dade County Code);

(iv) Prior to consideration by the Board or any committee of the Board of any proposed conveyance or lease without competitive bidding, pursuant to sections 125.045, 125.379 or 125.38, Florida Statutes, written notification shall be provided to the public by either (i) publication in a newspaper of general circulation or in a newspaper distributed in the locality where the subject property lies; (ii) mailed written notice to all property owners of record, as reflected on the Miami-Dade County Property Appraiser's tax roll as updated, within a one-half mile radius of the subject property; or (iii) posting such notice on the subject property in a manner conspicuous to the public, by a sign or signs containing the required written notice information. The required written notice to the public required herein shall, at a minimum, contain the following information: (i) an identification of the subject property by address, folio number, and size; (ii) the date, time and location of any scheduled meeting of the Board or any committee of the Board regarding the sale or lease of the subject property; and (iii) a description of the proposed sale or lease including the recipient, intended use, and nature of the project or proposed construction. The cost of such notice shall be borne by the entity requesting the sale or lease, of County-owned real property, except in the case of substantial hardship which shall be determined in the discretion of the County Mayor or the County Mayor's designee (Resolution No. R-407-19); and

(v) All contracts, leases, and agreements, except those with other governmental entities, must be executed by the other party before submission to the Board.

LEASE AND DEED REQUIREMENTS AND RESTRICTIONS, REVERTER AND TERMINATION:

All leases, deeds and other disposition documents of County-owned real property, as applicable, shall:

(i) Include deadlines, milestones or other firm time periods by which the purpose of the sale, lease or disposition must be effectuated;

(ii) In the event that property is conveyed or leased for less than appraised value or fair market rental, include an automatic reverter clause or an automatic lease termination clause if the purpose of the sale or lease is not effectuated within the period specified in the lease or deed (Section 2-8.6.5 of the Miami-Dade County Code), relevant milestones are not met, which may include but not be limited to obtaining permits, commencement of construction and completion of construction, public use is not maintained, or a payment and performance bond or alternative security, as required by the lease or deed, are not provided prior to commencing construction (Resolution No. R-461-13). The lease or deed shall further provide that such automatic reverter or termination shall be at no additional cost to the County, and the County shall not be required to pay any

compensation to the entity in connection with the reverter or lease termination (Resolution No. R-1000-14). In the event that an automatic reverter or automatic lease termination is not included, a specific basis for not including same shall be set forth in the item presented to the Board, and at a minimum, language in generally the following form shall be included in the deed restrictions (as modified for lease termination):

> If in the sole discretion of the County, any term of this Deed is not complied with, ENTITY shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If ENTITY fails to remedy such default within thirty (30) days, title to the subject property shall revert to the County, at the option of the County, upon written notice of such failure to remedy the default. In the event of such reverter, ENTITY shall immediately deed such property back to the County, and the County shall have the right to immediate possession of the property, with any and all improvements thereon, at no cost to the County. The effectiveness of such reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by ENTITY. The County retains such reversionary interest in the property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the property, ENTITY agrees that any defenses based upon the County's delay or failure to exercise the right of reverter are hereby waived.

Nothing in this section shall prohibit the County Mayor or the County Mayor's designee from including reverter language in leases or deeds for market rent or market value, provided, however, that it is not mandatory to do so;

(iii) Include a provision requiring Board approval of any transfer or assignment of the property to an unaffiliated entity in any deed or lease for less than fair market value or rental to a not-for-profit entity pursuant to section 125.38, Florida Statutes (Resolution No. R-1000-14);

(iv) Include a minimum rental payment in lieu of taxes in the event that tax exempt status is achieved by a not-for-profit entity, unless a hardship or other substantial reason exists for foregoing such payment (Resolution No. R-256-13);

(v) Include a termination or suspension provision in the event that an emergency situation arises wherein the property is needed by the County for an emergency public purpose (Resolution No. R-64-16);

(vi) With respect to all leases or deeds which require development of the property, include deadlines, timeframes and milestones, including, at a minimum, a date upon which permits must be obtained, a date upon which construction must commence, and a date upon which construction must be completed. Further, such leases and deeds shall include appropriate protection for County-owned property, or property in which the County retains a reversionary interest, including but not limited to a payment and performance bond or other form of alternative security, adequate insurance as determined by the Risk Management Division, and a letter of credit or other adequate security to ensure completion of the development, and if necessary, to clear any liens improperly placed upon the property, to pay delinquent taxes, or to address any costs or expenses in the event of reversion or lease termination, and including a provision that all liens shall remain the responsibility of the entity from whom the property was reverted;

(vii) Include appropriate insurance requirements after providing relevant provisions of the proposed lease or deed to the Risk Management Division for review of form and content to provide recommended insurance protection;

(viii) Include a provision requiring the entity to provide proof to the County on an annual basis that the property taxes have been satisfied;

(ix) Include a provision requiring the entity to provide quarterly notarized status reports to the County Mayor or the County Mayor's designee with a copy to the District Commissioner in which the property lies at appropriate intervals regarding compliance with each milestone in the lease or deed;

(x) Include a provision that any third-party mortgages allowed under the terms of the lease or the deed shall be subordinate to the interest of the County, and that all proceeds received from the mortgage loan shall be reinvested into the property; and

(xi) If the subject property is within the Urban Development Boundary, include a provision requiring that the property owner must connect to the sanitary sewer system by a certain deadline if the property is not currently connected unless the property is non-buildable, or the conveyance is to a governmental or not-for-profit entity for public uses that do not require sanitary sewer system, and including a provision prohibiting development without providing such access (Resolution No. R-365-21).

MONITORING:

All items for the sale or lease of County property submitted to this Board shall include the appointment of a department monitor and shall include the name of the individual appointed to monitor compliance with the provisions of the deed or lease. The County Mayor or the County Mayor's designee shall monitor the payment of real estate taxes on all properties conveyed by deed or lease and shall request the Miami-Dade County Tax Collector to provide them with duplicate annual tax notices (Resolution No. R-377-09). In the event of a tenant's noncompliance with the lease the County Mayor or the County Mayor's designee shall send a written notice of termination of the lease no later than five days after the event giving rise to such termination. In the event of grantee's

noncompliance with the deed restrictions, the County Mayor or the County Mayor's designee shall record a notice of reverter or similar instrument in the public record within five days of the event giving rise to the exercise of the County's reversionary interest. The failure of the County Mayor or the County Mayor's designee to send such notice of termination or record such notice of reverter will not be construed as a waiver of the County's rights under the lease or deed to avail itself of its remedies against the tenant or grantee, unless otherwise set forth in the lease or deed.

The County Mayor or the County Mayor's designee shall, on a quarterly basis, provide a report to this Board identifying any properties which are in non-compliance or default status, the nature of the non-compliance and the amount of time such property has been in non-compliance, any steps which have been taken to enforce compliance, available remedies, and recommendations. Such report shall also identify any properties which are 30 days away from approaching a milestone or potential event of default, and any properties that have reverted, or that the lease has been terminated, due to non-compliance. The County Mayor or the County Mayor's designee shall place the completed report on an agenda of the Board or a committee of the Board in accordance with Ordinance No. 14-65, and shall attach any recorded notice of termination, or notice of lease termination.

FINAL ACTION:

If the lease or conveyance of County-owned real property is approved by the Board, the Internal Services Department or successor department will take the necessary steps to conclude the transaction and to undertake any necessary responsibility review for subsequently identified purchasers or tenants.

Thereafter the fully executed documents will be returned to the Clerk of the Board for custody. The County Mayor or County Mayor's designee will notify the Risk Management Division of all contracts accepting liability on behalf of the County or requiring either the County or the other party to provide insurance coverage. The County Mayor or the County Mayor's designee shall record all instruments of conveyance in which the County retains an interest in the Public Records of Miami-Dade County and provide a copy of the instrument to the Clerk of the Board within 30 days of execution so that the Clerk may attach and permanently store a recorded copy of the instrument together with the authorizing resolution (Resolution No. R-974-09). All leases and operating agreements shall be provided by the County Mayor or the County Mayor's designee to the Property Appraiser's office within 30 days of execution of same (Resolution No. R-791-14).

OTHER PUBLIC AGENCIES:

If property owned by the County is desired by another governmental agency for a governmental public purpose, and it is determined by the Board that the property is not needed by the County for such use, it may be conveyed at a nominal cost. It is not required for such governmental agency to execute the lease, contract, or other agreement prior to placing an item on a Board agenda. Any conveyance of a road or portions thereof to a governmental entity shall include a specific provision that such road cannot be closed without approval by the Board (Resolution No. R-461-13).

COMPETITIVE SOLICITATIONS:

To insure the County against unnecessary processing expense, an earnest money deposit is to be deposited the Internal Service Department or successor department, in each case only as and if required by the applicable solicitation documents, by all private parties or corporations submitting a bid or proposal in response to a solicitation for the sale or lease of County property.