



VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor John DuBois
Council Member Patrick Fiore (Seat 1)
Council Member David Singer (Seat 2)
Council Member Marsha Matson (Seat 3)

Interim Village Manager Gregory Truitt
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

VIRTUAL REGULAR VILLAGE COUNCIL MEETING

MONDAY, OCTOBER 5, 2020 – 7:00 PM

(Proclamations, Awards, and Presentations shall occur at 6:30 PM)
(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.
2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**
 - A. Proclamation for Breast Cancer Awareness Month
3. **APPROVAL OF MINUTES**
 - A. Virtual Regular Council Meeting (September 14, 2020)

4. CONSENT AGENDA

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE EDUCATION ADVISORY BOARD; APPOINTING A BOARD MEMBER TO THE EDUCATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

6. VILLAGE MANAGER'S REPORT

- Franjo Road update
- COVID-19 update
- Farmer Road update
- Refinance update
- Village Police Commander Report

7. VILLAGE ATTORNEY'S REPORT

8. VILLAGE CLERK'S REPORT

- Calendar update

9. BOARD AND COMMITTEE REPORTS

- A. Neighborhood Protection Committee Meeting (March 4, 2020)
B. Art-in-Public Places Board Meeting (November 20, 2019)

10. RESOLUTIONS WITH PUBLIC COMMENTS SUBMITTED

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE SOUTH DADE CHAMBER OF COMMERCE MILITARY AFFAIRS COMMITTEE'S ESTABLISHMENT OF A MILITARY HOUSING RENTAL PROGRAM WITHIN SOUTH DADE TO ASSIST ACTIVE MILITARY MEMBERS, RESERVISTS, VETERANS, AND THEIR FAMILIES TO OBTAIN AFFORDABLE HOUSING; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA AUTHORIZING AN EMPLOYMENT AGREEMENT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council)*
- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING MIAMI-DADE COUNTY TO EXPEDITE THE CLEAN-UP, RENOVATION AND REMEDIATION OF CHAPMAN FIELD PARK IN THE VILLAGE OF

PINECREST; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PALMETTO BAY STREET IMPROVEMENT PROJECT; ESTABLISHING A COMPLETE STREET SECTION ALONG SW 174TH STREET FROM 95TH AVENUE TO THE EASTERN PROPERTY LINE OF PARK DRIVE DEVELOPMENT; PROVIDING FOR SEVENTEEN (17) NEW PARKING SPACES ON THE NORTH SIDE OF SW 174TH STREET, PROVIDING FOR ALL UNDERGROUND UTILITIES; PROVIDING LANDSCAPE AND IRRIGATION; PROVIDING FOR STREET LIGHTING; PROVIDING FOR NEW DRAINAGE INCLUDING NEW CURB AND GUTTER AND PROVIDING FOR RESTORED SIDE-WALKS; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT BETWEEN ATLANTIC RESIDENTIAL, LLC AND THE VILLAGE OF PALMETTO BAY FOR IMPROVEMENTS TO THE NORTH SIDE OF SW 174TH STREET IN EXCHANGE FOR A WAIVER OF THE MOBILITY IMPACT FEE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*
- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STREET CO-DESIGNATION, CO-DESIGNATING THE PORTION OF SW 78TH PLACE BETWEEN SW 152ND STREET AND 156TH STREET AS “DEAN ALEXANDER CARR PLACE” IN HONOR OF DEAN ALEXANDER CARR; PROVIDING FOR THE INSTALLATION OF APPROPRIATE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
- F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA SUSPENDING THE AGREEMENT BETWEEN THE VILLAGE AND BEEFREE, LLC, FOR TRANSPORTATION SERVICES AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO CONSIDER USING OTHER TRANSPORTATION SERVICES FOR THE VILLAGE’S RESIDENTS, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois)*
- G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; RECOMMENDING NAMING TENNIS COURT #1 AT CORAL REEF PARK AS “COACH LEE PETTIS COURT”, AND FURTHER AUTHORIZING THE MANAGER TO DIRECT THE PARKS AND RECREATION DEPARTMENT TO PROCURE AND INSTALL COURT SIGN, IN AN AMOUNT NOT TO EXCEED \$150; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH REP SERVICES, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A PICNIC PAVILION AT CORAL REEF PARK; PIGGYBACKING UNDER THE CLAY COUNTY CONTRACT NO. 18/19-02; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$104,205.56 AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; RECOMMENDING THE FY2020-2021 SPECIAL EVENTS MASTER LIST FOR APPROVAL, AND FURTHER AUTHORIZING THE MANAGER TO DIRECT THE PARKS AND RECREATION DEPARTMENT TO BEGIN THE PLANNING AND SECURING OF COMPONENTS FOR ALL SPECIAL EVENTS TO BE CONDUCTED IN FY2020-2021, IN AN AMOUNT NOT TO EXCEED \$15,000 AND AS APPROVED IN THE FY 2020-2021 ANNUAL PARKS AND RECREATION, SPECIAL EVENTS BUDGET; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

11. RESOLUTIONS REQUIRING PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)

12. ORDINANCES FOR SECOND READING AND PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS SUBMITTED

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE COUNCIL MEETING AGENDA; AMENDING SECTION 2-47 OF THE VILLAGE CODE OF ORDINANCES BY RENUMBERING THE ORDER OF BUSINESS; PLACING ORDINANCES FOR SECOND READING, ORDINANCES FOR FIRST READING, AND RESOLUTIONS REQUIRING PUBLIC HEARINGS HIGHER IN THE AGENDA ORDER TO ADDRESS NEEDED LEGISLATION; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC

MEETINGS; AMENDING SECTIONS 2-44(A) AND (E) OF THE VILLAGE CODE OF ORDINANCES STYLED "MEETINGS", REGARDING TIME, LENGTH, AND NUMBER OF MEETINGS; PROVIDING FOR THE CONTINUITY OF MULTIPLE MEETINGS ON THE SAME DAY; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING ALL MEETINGS OF ANY BOARD, COMMITTEE, TASK FORCE, AND ANY SUB-COMMITTEE TO FOLLOW THE REQUIREMENTS OF CHAPTER 286, FLORIDA STATUTES, THE "GOVERNMENT IN THE SUNSHINE LAW"; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMIT FEES; AMENDING APPENDIX A OF SECTION 32-2 OF THE CODE OF ORDINANCES TO RECTIFY THE INTENT OF THE INTERIM PROPRIETARY GENERAL SERVICES FEE REQUIRED FOR ALL DEVELOPMENT PROJECTS, REGARDING FEES REQUIRED FOR MULTI-UNIT RESIDENTIAL AND COMMERCIAL BUILDINGS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois)*

14. OTHER BUSINESS

15. COUNCIL COMMENTS

16. NEXT MEETING AND ADJOURNMENT

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.

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT 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 A VERBATIM RECORD OF THE PROCEEDING 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 OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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AGENDA ITEM

3A



MINUTES
VIRTUAL REGULAR VILLAGE COUNCIL MEETING
(Immediately following the First Budget Hearing)
MONDAY, SEPTEMBER 14, 2020 – 7:00 PM

2. PROCLAMATIONS, AWARDS, PRESENTATIONS

The Village Council held the following recognitions at 6:30 PM:

- A. Certificate of Recognition to Employee Allen White
- B. Certificate of Recognition to Caryn Potucek
- C. Proclamation to Be Strong International
- D. Proclamation for Childhood Cancer Awareness Month

1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER.

Mayor Cunningham called the meeting to order at approximately 10:10 PM immediately following the First Budget Hearing.

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

Mayor Karyn Cunningham
Vice Mayor John DuBois
Councilmember Patrick Fiore
Councilmember Marsha Matson

Councilmember David Singer joined the meeting at approximately 10:12 p.m.

The following Charter Officials were in attendance:

Village Attorney John C. Dellagloria
Interim Village Manager Gregory Truitt
Village Clerk Missy Arocha

The invocation that was held during the First Budget Hearing was honored for the Regular Council Meeting.

The pledge of allegiance was led by Councilmember Patrick Fiore.

Mayor Cunningham disposed the decorum statement.

3. APPROVAL OF MINUTES

- A. Virtual Regular Council Meeting (July 13, 2020)
- B. Virtual Special Council Meeting (June 2, 2020)
- C. Virtual Special Council Meeting (April 8, 2020)

Councilmember Matson ***motioned*** to approve the minutes. The motion was ***seconded*** by Councilmember Fiore. All voted in favor (4-0); Councilmember Singer being absent. The ***minutes were approved unanimously***.

4. CONSENT AGENDA

Clerk Arocha reported that item 4C was timely pulled from the consent agenda.

Councilmember Fiore ***motioned*** to approve the consent agenda, excluding agenda item 4C. The motion was ***seconded*** by Councilmember Matson. All voted in favor (5-0). The ***consent agenda was approved unanimously***.

- A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE YOUTH COMMUNITY INVOLVEMENT TASK FORCE; APPOINTING MEMBERS TO THE YOUTH COMMUNITY INVOLVEMENT TASK FORCE; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

Item 4A was approved on the Consent Agenda.

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE EDUCATION ADVISORY BOARD; REAPPOINTING A BOARD MEMBER TO THE EDUCATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Vice Mayor John DuBois*)

Item 4B was approved on the Consent Agenda.

- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE SOUTH DADE CHAMBER OF COMMERCE MILITARY AFFAIRS COMMITTEE'S ESTABLISHMENT OF A MILITARY HOUSING RENTAL PROGRAM WITHIN SOUTH DADE TO ASSIST ACTIVE MILITARY MEMEBERS, RESERVISTS, VETERANS, AND THEIR FAMILIES TO OBTAIN AFFORDABLE HOUSING; PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham*)

Item 4C was pulled from the Consent Agenda.

5. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

Clerk Arocha read all the public comments that were submitted by form. All the public forms submitted are attached to the minutes as "Exhibit A".

No one wished to speak during live public comments.

6. VILLAGE MANAGER'S REPORT

Village Manager Truitt provided an update on Franjo Road, COVID-19, Golf Cart Ordinance.

Village Police Commander Guerra provided a report on Village crime.

7. VILLAGE ATTORNEY'S REPORT

Village Attorney Dellagloria reported that his report was attached to the agenda. He had no additional items to report.

8. VILLAGE CLERK'S REPORT

Clerk Arocha reported that an elections presentation was attached to the agenda. She provided a report on important deadline dates to consider for the November 3, 2020 General/Special Election, including reporting all public meeting scheduled for the month of September 2020.

9. BOARD AND COMMITTEE REPORTS

Councilmember Fiore ***motioned*** to approve board and committee reports. The motion was ***seconded*** by Councilmember Singer. All voted in favor (5-0). The ***motion passed unanimously.***

A. Education Advisory Board Meeting (November 18, 2019)

10. RESOLUTIONS WITH PUBLIC COMMENTS SUBMITTED

Live public comments:

- Jerry Proctor, Esq. (9130 South Dadeland Blvd.) – reported that he is the attorney for the property owners described in Item 10G of the agenda. He urged the Council to continue the item.

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO GRANTS, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) 2020 PLAN, WHICH IS A REQUIRED ACTIVITY OF THE VILLAGE TO BE ELIGIBLE FOR FEMA'S HAZARD MITIGATION GRANT PROGRAMS; PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

Item 10A was moved by Councilmember Fiore. Seconded by Councilmember Singer.

All the members of the Council spoke in support of the item.

All voted in favor of the Resolution (5-0). The Resolution passed unanimously.

- B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING PAYING THE INVOICES IN AN AMOUNT NOT TO EXCEED \$15,000.00 OF ATTORNEY BENJAMIN P. KUEHNE, ESQ. OF THE FIRM KUEHNE DAVIS LAW, P.A. FOR REPRESENTING MAYOR KARYN CUNNINGHAM IN REGARD TO ETHICS COMPLAINTS FILED WITH THE MIAMI-DADE COUNTY COMMISSION ON ETHICS AND PUBLIC TRUST; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John C. Dellagloria, Esq.)*

Mayor Karyn Cunningham asked if she should recuse herself from voting on the Resolution.

Attorney Dellagloria responded no.

Mayor Karyn Cunningham asked Vice Mayor DuBois to chair the item. He agreed.

Item 10B was moved by Councilmember Fiore. Seconded by Councilmember Matson.

Attorney Dellagloria provided an explanation on the Resolution and reported that the item met legal sufficiency. He also reported that the legal bills received from the firm were over \$36,000; however, the firm agreed to lower the total amount due and agreed to \$15,000. He urged the Council to approve the Resolution and stated that he reviewed the invoices line by line and that all the work involved by the firm is within reason. He also reported that the fees are not covered by the League of Cities.

Councilmember Singer spoke in opposition to the Resolution and raised questions relating to the fees outlines in the invoices. Attorney Dellagloria responded.

At 10:57 PM, Councilmember Singer ***motioned*** to extend the meeting until 11:30 PM. The motion was ***seconded*** by Councilmember Fiore. ***All voted in favor (5-0). The motion passed unanimously.***

After Council discussion, the question was called in favor of the Resolution via a roll-call vote. ***The Resolution passed (4-1): Councilmember Singer voting in opposition.***

- C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE ACQUISITION OF THE REQUIRED INSURANCE TO IMPLEMENT A TURNOVER AGREEMENT FOR THE FIRST PHASE OF THE "CHARLES AND FANNY DASCAL VETERANS PARK" PARCEL BETWEEN THE VILLAGE AND SOUTH MOTOR COMPANY OF DADE COUNTY, INC.; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Mayor Karyn Cunningham*)

Item 10C was moved by Councilmember Fiore. Seconded by Councilmember Vice Mayor DuBois.

Attorney Dellagloria provided an explanation on the Resolution and reported that the name for the park appears for the first time in the Turn Over Agreement and that the naming rights will resolve to the payment to the Village in the amount of \$95,000. He also explained that what the agreement does is turnover the first portion and the Village's requirement to fulfill the obligation to provide insurance under the agreement. He answered all questions raised by the Council on the matter.

Councilmember Matson reported that South Motors will be contributing \$95,000 for naming rights and another \$50,000 for 10-years.

Mr. Rick Lujan (representative of South Motors) spoke and stated that this moment is very exciting. He provided a synopsis of the significance of the name Charles Dascal.

Following no objections on the item by the Council, ***all voted in favor of the Resolution (5-0). The Resolution passed unanimously.***

- D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE INTERLOCAL AGREEMENT (CONTRACT# G1073) BETWEEN THE VILLAGE AND MIAMI-DADE COUNTY TRANSPORTATION PLANNING ORGANIZATION (TPO) TO RECEIVE \$80,000 IN GRANT FUNDS FROM THE FY 2021 SMART MOVES MUNICIPAL PROGRAM TO IMPLEMENT A FEASIBILITY STUDY TO IMPROVE MOBILITY, SAFETY, CONNECTIVITY, AND ACCESSIBILITY FOR BICYCLE AND PEDESTRIAN MULTI-USE TRAILS IN OUR COMMUNITY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT AND OTHER RELATED DOCUMENTS AS REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE. (*Sponsored by Administration*)

Item 10D was moved by Councilmember Fiore. Seconded by Councilmember Matson.

Manager Truitt provided an explanation on the purpose and intent of the Resolution and reported that the funds allocated for the item were part of the budget that was passed on First Reading by the Council.

Following no objections on the item by the Council, ***all voted in favor of the Resolution (5-0). The Resolution passed unanimously.***

- E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SAFE ROUTES TO SCHOOL PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO UNDERTAKE A REVIEW OF THE LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION IN ORDER TO STUDY THE MOST CRITICAL AREAS IN THE VILLAGE IN ORDER TO EFFECTIVELY SPEND THE FUNDING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 10E was moved by Councilmember Fiore. Seconded by Vice Mayor DuBois.

Mayor Cunningham provided an explanation on the purpose and intent of the Resolution and Manager Truitt answered questions raised by the Council regarding the history of the legislation and design plans.

Grants Writer, Jenny Hall reported that the plans were developed for the safe routes to school following appropriate guidelines which included the locations that would be beneficial to the students.

Following no objections on the item by the Council, ***all voted in favor of the Resolution (5-0). The Resolution passed unanimously.***

At 11:23 PM, Councilmember Matson ***motioned*** to extend the meeting until midnight. Councilmember Fiore ***seconded***. ***The motion passed (4-1); Councilmember Singer voting in opposition.***

- F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING THE INTRUSION OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S C-100A CANAL ONTO CORAL REEF PARK AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S REMOVAL OF TREES FROM CORAL REEF PARK, RESULTING IN A TRESPASS AND TAKING BY THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; DIRECTING THE VILLAGE ATTORNEY TO FILE SUIT AGAINST THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR ALL CAUSES OF ACTION RELATING TO THE TRESPASS ON

TO AND THE TAKING OF PROPERTY DUE TO THE CANAL ENCROACHMENT AND REMOVAL OF TREES; INITIATING DISPUTE RESOLUTION PROCEDURES PURSUANT TO SECTION 164.1052(1), FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 10F was moved by Councilmember Fiore. Seconded by Councilmember Matson.

Attorney John Quick provided a legal explanation on the Resolution and answered questions raised by the Council.

Discussion ensued by the Council regarding the costs of litigation involved with the lawsuit. Attorney Dellagloria reported that he made a request of \$150,000 in the budget for legal fees, considering the suit for Luxcom too.

Following no objections on the item by the Council, ***all voted in favor of the Resolution (5-0). The Resolution passed unanimously.***

- G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE POTENTIAL PURCHASE OF THE 22 ACRES FOREST SITUATED EAST OF OLD CUTLER ROAD AND NORTH OF EUREKA DRIVE; DIRECTING THE INTERIM VILLAGE MANAGER TO COORDINATE AND OBTAIN APPRAISALS FOR THE PROPERTY; DIRECTING THE VILLAGE MANAGER TO RE-START NEGOTIATIONS WITH THE COUNTY ENVIRONMENTALLY ENDANGERED LANDS PROGRAM AND INVESTIGATE THE POSSIBILITY OF PROTECTING OUR SENSITIVE PINE ROCKLAND / FOREST AREA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer)*
(Continued from the Regular Council Meeting of July 13, 2020)

Councilmember Singer ***motioned*** to withdraw item 10G and continue the item to the Regular Council Meeting of December 7, 2020. The motion was ***seconded*** by Councilmember Fiore. ***All voted in favor (5-0). The motion passed unanimously.***

- H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF FLORIDA LEAGUE OF CITIES, INC., PURSUANT TO RFP #1920-06-011 TO PROVIDE INSURANCE COVERAGE FOR PROPERTY, LIABILITY AND WORKERS' COMPENSATION FOR THE VILLAGE; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Administration)*

Item 10H was moved by Councilmember Fiore. Seconded by Vice Mayor DuBois.

Manager Truitt provided an explanation on the purpose and intent of the Resolution and urged the Council to support the item.

Following no objections on the item by the Council, ***all voted in favor of the Resolution (5-0). The Resolution passed unanimously.***

11. **RESOLUTIONS REQUIRING PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED) – None.**
12. **ORDINANCES FOR SECOND READING AND PUBLIC HEARING (PUBLIC COMMENTS SUBMITTED)**

Clerk Arocha read all the public comments that were submitted by form. All the public forms submitted are attached to the minutes as “Exhibit A”.

No one wished to speak during live public comments.

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; ESTABLISHING OCTOBER 1, 2020 AS THE EFFECTIVE DATE OF THE NEW STORMWATER FEE AMOUNT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on July 13, 2020)*

Item 12A was not heard and deferred to the next meeting.

- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VACATION RENTALS; PROVIDING FOR DEFINITIONS; CERTIFICATE OF USE; RENTAL STANDARDS; DUTIES OF RESPONSIBLE PARTIES; ADVERTISING; PARKING; INSPECTIONS; SAFETY REQUIREMENTS AND ENFORCEMENT; REPEALING ORDINANCE 2019-05 AND ORDINANCE 2019-11; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois and Councilmember Marsha Matson) (Passed on First Reading on July 27, 2020)*

Item 12B was not heard and deferred to the next meeting.

- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE VILLAGE OF PALMETTO BAY’S CODE OF ORDINANCES

ENTITLED "ENVIRONMENT", BY AMENDING SECTION 15-2 STYLED "BIRD REFUGE"; PROVIDING FOR ADDITIONAL PROTECTIONS UNDER THE FEDERAL MIGRATORY BIRD TREATY ACT; PROVIDING FOR ADDITIONAL INFORMATION AND REQUIREMENTS REGARDING MUSCOVY DUCKS, AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Councilmember David Singer and Co-Sponsored by Councilmember Marsha Matson) (Passed on First Reading on July 13, 2020)*

Item 12C was moved by Councilmember Singer. Seconded by Councilmember Fiore.

Attorney Dellagloria read into the record the recommended changes he wished the Council to adopt on the Ordinance on Second Reading. He recited the changes line by line and reported that he would email the Village Clerk the changes mentioned.

Councilmember Singer ***motioned*** to amend the Ordinance on Second Reading by incorporating the amended proffered by the Village Attorney. The motion was ***seconded*** by Councilmember Matson. ***All voted in favor (5-0). The amendments passed unanimously. The amended-Ordinance on Second Reading passed (5-0) via a roll call vote.***

At 11:56 PM, Councilmember Matson ***motioned*** to extend the meeting until 12:10 AM. ***The motion failed for a lack of a second.***

- D. AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 15 OF THE CODE OF ORDINANCES, ENTITLED "ENVIRONMENT"; AT ARTICLE IV STYLED "WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT"; PROVIDING FOR LOCAL IMPLEMENTATION OF THE MANDATORY YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES RULE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (40E-24, F.A.C.); PROVIDING DEFINITIONS; PROVIDING FOR A LANDSCAPE IRRIGATION SCHEDULE; PROVIDING EXCEPTIONS TO THE LANDSCAPE IRRIGATION SCHEDULE; PROVIDING FOR A REQUIREMENT TO OPERATE TECHNOLOGY THAT INHIBITS OR INTERRUPTS AN IRRIGATION SYSTEM DURING PERIODS OF SUFFICIENT MOISTURE; PROVIDING FOR VARIANCES FROM THE SPECIFIC DAY OF THE WEEK LIMITATIONS; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CODIFICATION, CONFLICT, SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on July 13, 2020)*

Item 12D was not heard and deferred to the next meeting.

13. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS SUBMITTED

- A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO COUNCIL COMMITTEES; PROVIDING FOR THE ESTABLISHMENT OF A NEW DIVISION IN THE PALMETTO BAY MUNICIPAL CODE, DIVISION 30-170: CREATION AND MEMBERSHIP OF A DESIGN REVIEW BOARD FOR THE VILLAGE OF PALMETTO BAY; PROVIDING PARAMETERS AND PROCESS FOR THE DESIGN REVIEW BOARD; PROVIDING THE COUNCIL TO RECOMMEND AND APPROVE THE CREATION OF THE DESIGN REVIEW BOARD UNDER THE DIRECTION AND CONTROL OF THE VILLAGE COUNCIL; PROVIDING FOR ORDINANCES IN CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 13A was not heard and deferred to the next meeting.

- B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO APPLICATIONS THAT REQUIRE PUBLIC HEARINGS BY THE MAYOR AND COUNCIL; AMENDING SECTION 30-30-2(B) BY PROHIBITING APPLICANTS AND THEIR REPRESENTATIVES FROM MAKING A CAMPAIGN CONTRIBUTION TO A CURRENT CANDIDATE WHO HAS QUALIFIED FOR THE NEXT VILLAGE OF PALMETTO BAY'S GENERAL OR SPECIAL ELECTION, DURING THE PERIOD FROM APPLICATION TO FINAL COUNCIL ACTION AT A PUBLIC HEARING; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 13B was not heard and deferred to the next meeting.

- C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BID PROPOSALS, REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS; AMENDING SECTION 2-137(G) BY PROHIBITING A BIDDER OR PROPOSER FROM MAKING A CAMPAIGN CONTRIBUTION DURING THE PERIOD ADVERTISEMENT TO FINAL AWARD; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. *(Sponsored by Councilwoman Marsha Matson)*

Item 13C was not heard and deferred to the next meeting.

14. OTHER BUSINESS: None.

15. COUNCIL COMMENTS: None.

16. NEXT MEETING AND ADJOURNMENT

At 11:56 PM, Councilmember Singer ***motioned*** to adjourn the meeting. The motion was ***seconded*** by Councilmember Fiore. ***All voted in favor (5-0). The motion passed unanimously.***

The meeting minutes were approved this 5th day of October 2020.

Prepared by:

Approved by:

Missy Arocha, Village Clerk

Karyn Cunningham, Mayor

EXHIBIT “A”

PUBLIC COMMENTS SUBMITTED BY FORM

Melissa Dodge

From: noreply@civicplus.com
Sent: Monday, September 14, 2020 6:03 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date	9/14/2020
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	<i>Field not completed.</i>
Name	Henry Clifford
Email Address	harryhenry@gmail.com
Address	8875 SW 171 Street
City	Palmetto Bay
State	FL
Zip Code	33157

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment	I have been waiting for this Council to make us a Village, not a Village-Light. Instead, we have devolved into a race to the bottom. Most of you take turns seeing who can do less, with less. You have shamelessly lowered the monies needed to be an actual Village government, with the idea that no one will elect or re-elect you if you don't lower taxes. You will probably do it again tonight. This is not about you, it is about serving the residents of Palmetto Bay. I'll just sit back with my six-pack that you bought me with my reduced millage, and watch the budget spiral into absurdity. Mr. Truitt was right: just say how much you think an average resident should pay, and he can craft a budget to match. Since at least 3 of you think that amount is "nothing", we are in for some tough times.
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Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, September 13, 2020 9:23 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date	9-14-2020
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	<i>Field not completed.</i>
Name	Beatriz
Email Address	Herrmann
Address	17251 SW 86th. Ave.
City	Palmetto Bay
State	FI
Zip Code	33157

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment

Thank you Council for listening to the residents and restoring police back into the proposed budget after removing them in the July budget hearing and in the first proposed budget. Police is an important component to our quality of life, we now ask you to provide park security into the budget as well as this also is of vital need in our community

Thank you

(Section Break)

Agenda Item No.	<i>Field not completed.</i>
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Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, September 13, 2020 3:31 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date	9/14/20
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	<i>Field not completed.</i>
Name	James H Woodard
Email Address	spamreject@aol.com
Address	17001 SW 90 Ave
City	Palmetto Bay
State	Florida
Zip Code	33157
(Section Break)	
General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment	<i>Field not completed.</i>
(Section Break)	
Agenda Item No.	12C
Comments (type your comments in the box below)	Regarding item 12C, the Bird Refuge ordinance, I would first like to thank those that contributed to the medical care of the injured Egyptian goose. The successful rescue of the goose demonstrates the need for an additional exception to Sec. 1(v) that would add Sec. 1(v)(e), excluding "Good faith actions taken to administer care or medical treatment to a sick or

injured bird." Otherwise, attempts to rescue sick or injured birds could be construed as a violation.

There is a scrivener's error appearing on pg. 2, lines 29 and 32, with the duplication of subsection viii.

Also, the proper name of the FWC, appearing in Sec. 1(v)(d), is the Florida Fish and Wildlife Conservation Commission.

Of most concern is Sec. 1(v)(b), and following subsections, that appears to give carte blanche to the taking of Muscovy ducks, the very bird whose repeated mistreatment gave rise to this ordinance. Little or no protection is afforded these birds. To the contrary. I ask that Sec. 1(v)(b), (vi) and (vii) be deleted.

As to Sec. 1(viii), pg.2, line 30 and 31, what type and amount of insurance is required? This provision is ambiguous and likely unenforceable.

I would be happy to discuss this matter more fully.

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.*

Melissa Dodge

From: noreply@civicplus.com
Sent: Sunday, September 13, 2020 3:19 PM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date	9/14/2020
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	<i>Field not completed.</i>
Name	Lance Olmsted
Email Address	Lanceolmsted@yahoo.com
Address	17700 SW 83rd Ave
City	Palmetto Bay
State	FL
Zip Code	33157

(Section Break)

General Public Comments -
Agenda Item No. 5 -
Requests, Petitions & Public
Comment

I'm concerned that Mayor Cunningham and the cpu council's inability to lead has created an environment where the council is considering the reduction of police and security within the village parks to cover a gap in the budget. I'd ask that everyone look around the country and survey the mass chaos sweeping Democrat led villages and cities. Is that what we want to see in our own backyard? We need MORE police and security to keep our children and families safe. Not less. Shame on the city council for even considering a reduction in essential services. Why dont they propose a reduction in salary for the Mayor? How about a reduction in wasteful spending for things like bridges to nowhere? A reduction in police and security is unacceptable. We need business leaders to lead our village.

Not union organizers who clearly don't know how to manage a budget.

(Section Break)

Agenda Item No. *Field not completed.*

Comments (type your comments in the box below) *Field not completed.*

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Agenda Item No. *Field not completed.*

Comments (type your comments in the box below) *Field not completed.*

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Melissa Dodge

From: noreply@civicplus.com
Sent: Saturday, September 12, 2020 11:39 AM
To: Melissa Dodge; Missy Arocha
Subject: Online Form Submittal: Public Comments Form

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

Public Comments Form

Meeting Date	Sept 14, 2020
Meeting Type	Regular Council Meeting
The box below must be checked for Zoning Hearings ONLY	<i>Field not completed.</i>
Name	Steve Kreisher
Email Address	<i>Field not completed.</i>
Address	18201 SW 98 AVE
City	Palmetto Bay
State	FL
Zip Code	33157-5505

(Section Break)

General Public Comments - Agenda Item No. 5 - Requests, Petitions & Public Comment	Without current codification of Resolutions and/or Ordinances since 2019 I couldn't research for "ordinance accuracy" for public comments item 10-G ref "municipal purchases of land". That is NOT transparency, and/or proper and timely recording of Resolutions and/or Ordinances. I think Codification should be BUDGETED FOR "at least" twice a year., but preferably more often ,like quarterly, if not monthly.
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(Section Break)

Agenda Item No.	10-G
Comments (type your comments in the box below)	Since my Sept 8th email of "public input" subject "First things first" was ignored or not acknowledged by any one for consideration, I'm submitting the same here...

Shouldn't all of the "new property areas" included in the VMU application VPB 2016-005 for "subdivision and transfer of title" be "surveyed FIRST by applicant" for proper boundaries and folio numbers of the VMU property to be subdivided "first" to "identify project site proper", and "before" any "VPB decisions could be made" for either transfer, lease, buy or sell of some of that VMU property by VPB???

Proper "boundaries determined" for "proper appraisal evaluations" via "property size, use, and location and potential development value" should be done BEFORE VPB can "do anything" with the properties, including the proposed Sept 14th, 2020 item 10-G "purchase of the 22 VMU acre buffer area" already connected" with the "approval of the project terms requested" in the deferred application "VPB 2016-005" to Dec 9th? The applicant seems to have had since application date 2016 to "accomplish the subdivision requirements", but has not??? WHY??? Applicant representative has also indicated publicly at Sept 9th zoning meeting "the 22 acres is NOT FOR SALE". Why waste time around it now? Cancel the Item. First things first! Not to mention now the VPB's budget crunch 'already' without "adding land purchases". Senseless!

Learn from prior VPB mistakes... Remember the vague and manipulated "acreage" statements of the "Shores LLC partial property purchase" (with application involved) with "undefined" and "not surveyed and/or subdivided properties" of ROW and buildable properties all included and appraised as "one" of "buildable property usage"??? It was NOT even represented in acreage amount correctly! Caveat Emptor! or I should say "Caveat Council" as well when 'developers and council/staff deals' are involved for "high density development". Now that I think of it, it was the same councilman proffering that purchase then, and a "sale of it back to developer too" later on, as is with this "purchase proposal". An Interesting coincidence, isn't it? WHO is "protecting the residents"?

Agenda Item No.	12-C
Comments (type your comments in the box below)	Due to recent fowl with injury recovery on VPB property, a "policy" is needed for proper "rescue capture" and by whom, a choice of vets for "required medical needs", costs recovery, rehab and re-introduction to the wild of periods in time and methods. A different policy might be needed for "private property" situations and responsibilities.
	Recommended changes... (V) question; Involving rescue attempts too? (VIII) Add: Show

picture ID and Registration form (VIII) DUPLICATE NUMBER??? Strike: which are native to the United States and its Territories... and add (VIII-2) it to the (IV) "Species" description section. (c) Change from: "Parks Director" to "VPB via official reports". Abuse and/or aggressive critter involvements should not require Park Director "locating" to report it.

Agenda Item No.	13-B
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Comments (type your comments in the box below)	Add restrictions from promotional campaign signs on "application properties" prior to and after elections for 2 years.
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What is the qualifying effective date for this 2020 election's contributions/applications/candidacies already on record? WHO and HOW will it be enforced, and determined by "what information source"?

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AGENDA ITEM

4A

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RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE EDUCATION ADVISORY BOARD; APPOINTING A BOARD MEMBER TO THE EDUCATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Councilmember Patrick Fiore)

WHEREAS, the Village Council of the Village of Palmetto Bay created the Education Advisory Board; and

WHEREAS, the Education Advisory Board serves the Village by reviewing and supporting the terms of the Education Compact that was entered into between the Village and Miami Dade County Public Schools; and

WHEREAS, the Education Advisory Board is bound by the State of Florida Sunshine Laws; and

WHEREAS, members of the Education Advisory Board are appointed by the Village Council and each member of the Village Council shall have one appointee; and

WHEREAS, Councilmember Patrick Fiore has a vacancy on the board, and he is desirous of appointing Michelle Nicolini as she meets the minimum requirements to serve on the board.

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

Section 1. The Village Council hereby approves the appointment of Board Member Michelle Nicolini to serve on the Education Advisory Board.

Section 2. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 5th day of October 2020.

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Attest:

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
FLORIDA ONLY:

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Patrick Fiore _____
- Council Member David Singer _____
- Council Member Marsha Matson _____
- Vice-Mayor John DuBois _____
- Mayor Karyn Cunningham _____



AGENDA ITEM

9A

MINUTES
Neighborhood Protection Committee Meeting
March 4, 2020

Meeting called to order to 5:02 PM

Committee members present: Joe Bier, Chairman
Bev Gerald
Gary Pastorella
Jennifer Finger-Santino
Marsha Matson, Council Liaison
Absent: Gene Flinn
Also present: Maria Pineda, Planning and Zoning Dept.
John Dellagloria, Village Attorney
Greg Truitt, Interim Village Manager
Alan White, Code Compliance Officer
Wes Maltby, Building and Zoning Official

Members of the public present: Steve Kreisher
Jeanne Bunten
Carol Vega
Natasha Lopez

Joe stated that our committee needs to move forward with due speed to finish in time

Carol Vega stated that she is affected by the overdevelopment, construction disruption, and swale drainage problems. Saw a man shooting birds on her street

Jennifer: Said she also felt “pushed aside” by the Village with her concerns

Jeanne Bunten: Lives on 87th Avenue and is not in favor of the bridge. Her area needs help with traffic: it takes more than 35 minutes from her house just to get to the SW 168th Street circle because residents east of 87th Avenue cannot get out to the street or from 84th Avenue.

Joe: In the Charter 10.2, traffic was excluded from our consideration. This committee is not here to deal with traffic.

Jeanne: She is also concerned about the amount of time to complete Franjo Rd. construction,
Maria: There are draft construction requirements.

Natasha Lopez: She lives at 7120 SW 167th Street, next door to door to a foreclosed home converted to a B&B at 7300 SW 167th Street. She called the Village and asked if this was allowed. Since February 11, 2020, there have been incidents on Old Cutler Rd with these

transients and police. They are smoking marijuana all day on this property next door to her house and no one is present on the property to oversee illegal activity.

Joe: Explained that this committee's hands are tied as to enforcement but sympathized with this situation. He mentioned other problems with marijuana plant growing operations in the Village.

Gary: Stated that Miami Beach has levied fines of \$25,000 for persons running illegal B&B's in Miami Beach.

It was mentioned that there were 3 citations issued against this property on Feb. 29th.
Some issues discussed about running B&Bs:

After 3 citations shut down the B&B in Palmetto Bay?

Loss of homestead exemption for home being used as a commercial use?

No rentals of less than 28 days per year

Background checks mandatory

No parties or events at a B&B

Guests must be registered with background checks

Owner or person running B&B must be on site

Raise the fines considerably for offender

B&B near??? Was paying a permit of \$480 a night

Steve Kreisher: Charter 10.2 section is not enforceable, as nothing has happened to improve Franjo Road. Yet applications keep coming in. His neighborhood was never intended to be next to 5-story buildings. No logic to create high rise density to get tax revenues. PB is only "fighting fires, not protecting the residents."

Joe: Decisions by Village Council should be resident-driven. We need to help the Council to understand this and help them to get the resident input needed to change and improve this area. Our homes are our biggest investment and our residents and families should not have to suffer the consequences of overdevelopment. High rise rentals totally change the tenor of the area.

Jennifer: Maybe applications should be on hold

Marsha: Do we need an employee to oversee the B&Bs? But we need to be fair.

Jennifer: why do we need to be fair to scofflaws?

Greg: We cannot charge more fees to B&Bs—we must be comparable to other areas.

John Dellagloria: Fees that are charged by cities need to be related to the issuance of the license—must fit in with this parameter

MINUTES

Neighborhood Protection Committee Meeting – March 4, 2020

Page 2 of 5

Joe: Short term rentals are not the same as long term rentals. John DuBois said that state has not yet passed onerous rules restricting cities from enacting more stringent rules on B&Bs.

Joe: There, however, are proper rules as well. Make sure you take a picture of screen shots.

Greg: He encourages neighbors to invite the police over to see the problems at a B&B. He said it is often frustrating that Palmetto Bay cannot fix the problem. Only enforcement is done by Code Enforcement in the Village.

John: We can work get together to draft a proposal.

Jennifer: She talked about construction noise: She is aware that 8 projects are coming to the Council. We need to go through the Charter—we never envisioned such a huge number of dense buildings. Coral Gables and Pinecrest are always strict about rules.

Bev: Asked if noise violations are civil in nature are infractions of the ordinance only enforceable under the County ordinances?

Marsha: The noise decibel level is enforced by our police who can enforce excessive noise after work it to Code Enforcement.

In the case of observation of marijuana use as in Natasha Lopez' case, the police unfortunately must be present to observe the violation—they would have to personally smell it on the premises.

Often when a complaint is issued, there are more issues than just noise.

Recommendations:

Change minimum distance for noise violations from 50 yds to 33 yds. This was unanimously agreed to by the committee.

Alan: For noise violations, he usually measures from property line to the house. After 11 PM, only 55 decibels are allowed for amplified sound. Construction may exceed these guidelines on a legal construction site.

Nowhere in Noise Ordinance is language for 7 AM to 7 PM, or 9AM to 9PM for construction noise.

Joe asked Alan White if there are other conflicts that could clarify discrepancies for enforcement purposes.

Gary: Only issue with 7AM to 7 PM rules is that we need to adjust for daylight savings time.

Joe: Any other recommendations?

Gary: We need to be concerned for our individual residents. County rules restrict construction from 6:30 AM to 7:00 PM.

Steve: But most construction cannot start later.

Maria: Agreed that a mandated later start for construction would be problematic.

Gary: This should not be the neighborhood's problem, but that of the developer.

Joe: We have to have special waivers that may be necessary for development, as for a concrete pour that cannot be interrupted. Need reasonable accommodations.

Jennifer: Mentioned the special ordinances that U. of Miami had to accommodate the residents during their construction on Red Road.

Joe: Next meeting is March 18th at 5:00 PM.

Jennifer: We need to have language that what happens to the complaint after Code Enforcement's shift if over. We were told that to call the non-emergency police number that will always be reported to the police.

Joe: But how does this work? If you want to call the police, you dial 305-259-1245 the call 305-4police? But there is no connection with the police, only can leave a message.

Greg: What would you consider? If we call with address?

Jennifer: Residents feel that they are being ignored. Why do we say to call police in PB if there is no way to immediately connect to them?

Joe: Is it possible for a path to be created that connects the caller with the police? Can we figure this out? Duty phone hours? Stated that a worst near tragedy was a girl is home sick and there is a delay in calling 911 with an emergency. We need to improve 911-nonemergency connection between our residents and the police.

Other issues:

Motorboats are like racecars in our canals. Right now speed cannot be controlled only through decibel noise violations. Recommendation that noise levels not to exceed 60 decibels.

John: Penalties can be levied--Chapter 30-violations start at \$150 per incident.

Many events get waivers for various noise and other issues. Apparently, the Village does not have a budget to monitor. But we are losing money with these variances as we need our workers to monitor infractions.

Alan: Compare Palmetto Bay ordinances with state law. Our Village Attorney needs to mesh our laws with those of the state.

Jennifer: We need to make recommendations on violations. We can go on Property Search as well. She mentioned to Manager Truitt that it is unfair to our residents that there is a constant

waiver of park fees relating to events. She said that there is so much noise in Coral Reef Park every weekend.

Question about complaints about Slamfest at Palmetto Bay Park.

Our manager has the power to waive the noise ordinances at Village events and the police will not enforce the noise ordinances at Village events.

Jennifer: Again, no response by the Village to her complaints. Years ago, she organized a Crime Watch in Kendall. She helped with the police officers and never felt disrespected, as she does now in Palmetto Bay.

She told us that the police desk asked for her address, not a bad reception, but it happened twice to her calls with no callbacks. In the afternoon, people park on the one-way street, and illegally park in no-parking zones on SW 148th Street north of Coral Reef Park. She has made a report and states that she wants to be contacted with follow up, but NO call back was received by her. She finally called Karyn with pictures of illegal parking and there was finally a response.

Greg: I and the Major never want to hear about lack of follow through. This is not acceptable and will be discussed with the Major.

Final discussion was about the possibility of free tickets to Deering Estate residents to alleviate their disruption during the multiple events at Deering. We are aware that this is a County park, but consideration needs to be made to the neighbors.

Meeting was adjourned at 8:01 PM.

Respectfully submitted,

Bev Gerald
Committee Secretary



AGENDA ITEM

9B



ART IN PUBLIC PLACES ADVISORY BOARD MEETING MINUTES

Wednesday, November 20, 2019 at 7:30 PM
Village Hall, 9705 East Hibiscus Street, Palmetto Bay, FL

ADVISORY BOARD MEMBERS PRESENT:

Dana Pezoldt, Donna Underwood, Jamie Wasser, Gary Traczyk & Liz Amore

ADVISORY BOARD MEMBERS ABSENT:

Mary Liz Maggio, Jacqueline Prussing

STAFF PRESENT:

Maria Pineda, CED

PUBLIC PRESENT:

Mr. Underwood

- I. Call to Order, roll call (Chair) – 7:38 PM**
- II. Approval of minutes and introductions**—Approval of minutes from Sep 18, 2019
- III. Discussion**
 - a. Liaison Pineda spoke about the completion of the roundabout obelisk repairs.
 - b. 168th and 82nd roundabout permit was submitted to building department. Due to cost, the size of the sphere changed to 6' diameter. The committee expressed the desire to have the traffic signs reconfigured or moved to another location to prevent signage blocking the sphere. Addition of reflectors was also mentioned by the board.
 - c. A brief discussion on the Franjo Road project. Style and scope were the main points. Gary introduced a kinetic art piece of an artist who is creating metal frame, colorful led lit sculptures. Board members spoke about the idea of doing a call to artist to gain interest from the artist community.
- IV. Old Business-**

Discussion on the boards goal to develop an AIPP masterplan for Village wide artwork standards.
- V. New Business**
 - a. Next meeting TBD once the Clerk has determined the calendar for 2020.
- VI. Adjournment – 8:30 PM**



AGENDA ITEM

10A

1 RESOLUTION NO. 2020-__
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE
5 SOUTH DADE CHAMBER OF COMMERCE MILITARY AFFAIRS
6 COMMITTEE'S ESTABLISHMENT OF A MILITARY HOUSING
7 RENTAL PROGRAM WITHIN SOUTH DADE TO ASSIST ACTIVE
8 MILITARY MEMBERS, RESERVISTS, VETERANS, AND THEIR
9 FAMILIES TO OBTAIN AFFORDABLE HOUSING; PROVIDING FOR
10 AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
11

12 WHEREAS, military personnel relocating to South Dade have
13 expressed a desire to live in the Village of Palmetto Bay; and
14

15 WHEREAS, the combination of most landlords requiring a three-
16 month upfront rental deposit, the added cost of utility deposits, and
17 other moving expenses exceed most military families' monthly budget
18 and the military's limited moving allowance; and
19

20 WHEREAS, the lack of available affordable housing and the high
21 costs of moving known as the "affordability crisis" has forced military
22 personnel considering relocation to South Dade to obtain housing
23 outside of the Village and to areas north of the City of Doral and into
24 Broward County; and
25

26 WHEREAS, the Village is the ideal place for military members and
27 their families to live, work, and play; and
28

29 WHEREAS, the Village is a vibrant community that offers a much-
30 desired hometown feel with our quaint neighborhoods, excellent
31 schools, and proximity to the Homestead Air Force Reserve Base for
32 an easy commute to and from work; and
33

34 WHEREAS, the South Dade Chamber of Commerce and its
35 Military Affairs Committee ("MAC") are working with the Family
36 Readiness Directors at our local military institutions to establish a
37 Military Rental Property Program ("MRPP") in South Dade; and
38

39 WHEREAS, the Village can assist in providing public awareness
40 for the MRPP; and

41 **WHEREAS**, renting to military personnel is a patriotic and
42 gratifying activity and the Village’s residents and area rental
43 communities can take action to be “military-friendly” and “military-ready”
44 landlords by offering a variety of affordable housing solutions such as
45 discounted monthly rent rates; lower initial deposits; flexible lease
46 terms; reduced application and administration fees, and expedited
47 processing of applications and background checks; and

48
49 **WHEREAS**, military members and their families make great
50 tenants as they are demonstrated to be hard-working and diligent,
51 uphold a code of conduct that make them more likely to be attentive to
52 rental property than other tenants, and they can recommend the rental
53 properties to other military families; and

54
55 **WHEREAS**, just as we rely on the service of our military
56 personnel to keep us free, we need to support our military personnel
57 and let them know they can depend on us to give back to them and their
58 families when they need a place to call home.

59
60 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
61 **OF PALMETTO BAY, FLORIDA, THAT:**

62
63 **Section 1. Recitals.** The above recitals are true and correct
64 and are incorporated by reference.

65
66 **Section 2. Support.** The Village Council hereby expresses its
67 support for the South Dade Chamber of Commerce’s MAC efforts to
68 establish a MRPP within the South Dade area that assist active military
69 service members, reservists, veterans, and their families to obtain
70 affordable housing.

71
72 **Section 3. Transmittal.** The Village Council hereby directs the
73 Village Clerk to transmit a copy of this Resolution to the Miami-Dade
74 County League of Cities, all municipalities in Miami-Dade County, and
75 the South Dade Chamber of Commerce and its MAC.

76
77 **Section 4. Effective Date** This Resolutions shall be effective
78 immediately upon adoption.

79
80



August 19, 2020

The Honorable Mayor Karyn Cunningham
The Honorable Village of Palmetto Bay Council Members
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Dear Mayor Cunningham,

The EDC Board would like to thank you for your commitment and continued engagement in our community.

This letter respectfully requests that the Village of Palmetto Bay pass a Resolution to support the initiative championed by the South Dade Chamber of Commerce's Military Affairs Committee, called the Military Rental Property Program ("MRPP"). The Town of Cutler Bay and the EDC fully support this initiative, and both having passed their respective Resolutions that are in record.

This initiative recognizes and supports the many benefits to renting to active military members, reservists and veterans and their families, including but not limited to:

- Renting to military personnel drastically reduces your vacancy rates
- Typical assignments for military member are two and one half (2 ½) to four (4) years
- Service men and women usually hold high security clearance, having previously undergone and passed background checks
- They have a reliable source of income, the Basic Housing Allowance
- They can initiate a direct deposit to disperse rent monthly, ensuring timely payments to their landlord
- They have a built-in support system if they fall on hard times
- They make great tenants – demonstrated by their hard-working and diligent work ethic and the required military code of conduct for military personnel and their families
- They support the local economy, and
- They can recommend your properties to other military families

In closing, the EDC is fully supportive of this initiative and look forward to creating a military-friendly community for years to come.

Sincerely,

Lisa Greer

Lisa Greer, Chair

Peter England

Peter England, Executive Director

OFFICERS & DIRECTORS

Officers: Lisa Greer, Chair • Sioux dePass, Secretary/Treasurer • Peter England, Executive Director
Directors: Dr. Tania Acosta • Wilbur Bell • Baldwyn English • Rene Infante
Post Office Box 344217 • Homestead, Florida 33034-9583
305.378.9470 • info@southdadeedc.com • southdadeedc.com



AGENDA ITEM

10B

1 RESOLUTION NO. 2020-_____

2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
4 THE VILLAGE OF PALMETTO BAY, FLORIDA AUTHORIZING AN
5 EMPLOYMENT AGREEMENT WITH THE VILLAGE ATTORNEY;
6 AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by the Village*
7 *Council*)

8
9 WHEREAS, in November of 2019, the Village appointed John C.
10 Dellagloria as Village Attorney (Dellagloria); and

11
12 WHEREAS, upon the appointment, Dellagloria voluntarily agreed
13 not to receive all benefits provided to other Charter Officers of the Vil-
14 lage; and

15
16 WHEREAS, Dellagloria is requesting just the benefits provided to
17 other Charter members of the Village.

18
19 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF
20 PALMETTO BAY, FLORIDA, THAT:

21
22 Section 1. The Employment Contract Between the Village of Pal-
23 metto Bay, Florida, and John C. Dellagloria, attached as Exhibit "1" is
24 hereby approved.

25
26 Section 2. This Resolution shall take effect immediately upon
27 adoption.

28
29 PASSED and ADOPTED this 5th day of October 2020.

30
31 Attest:

32
33
34
35 _____
36 Missy Arocha
37 Village Clerk

38
39
40 _____
41 Karyn Cunningham
Mayor

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
2 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLOR-
3 IDA ONLY:

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8 **John C. Dellagloria, Esq.**
9 **Village Attorney**

10
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12

13 **VOTE AT ADOPTION:**

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Council Member Patrick Fiore _____
Mayor Karyn Cunningham _____
Council Member Marsha Matson _____
Vice-Mayor John DuBois _____
Council Member David Singer _____

**EMPLOYMENT CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY,
FLORIDA AND JOHN C. DELLAGLORIA, VILLAGE ATTORNEY**

This Employment Contract (the “Contract”) is made as of the 5th day of October, 2020, by and between the Village of Palmetto Bay, Florida (the “Village” or the “Council”) and John C. Dellagloria (“Dellagloria” or “Attorney”).

WHEREAS, John C. Dellagloria was appointed Village Attorney on the 4th of November of 2019; and

WHEREAS, during his employment, Dellagloria did not request and did not receive all benefits afforded to Charter Officers; and

WHEREAS, Dellagloria and the Council wish to enter into this Contract to provide the benefits received by the other Charter Officers of the Village and replace the existing Contract with the Village.

Now therefore, the Parties wish to enter into this Contract and establish all terms and conditions of employment.

Section 1. Salary

The base annual salary remains One Hundred Thirty Thousand Dollars, (\$130,000.00) paid as direct compensation exclusive of contributions and other provisions of this Contract_ Dellagloria shall be an employee of the Village and

will receive the same cost- of- living (COLA) increases as are provided to Village employees.

Section 2. Responsibilities of the Office

The Village Attorney shall be responsible to provide all legal representation and advice to the Mayor and Council, and the Village Manager and Administration; shall prepare all legislation, negotiate contracts and other legal documents; represent Boards and Committees, and provide, when directed by the Council, litigation representation and oversee all outside counsel.

Section 3. Yearly Evaluations

The Mayor and Council shall conduct an annual evaluation upon the anniversary date of this Contract.

Section 4. Retirement Issues

IRC 401 (a) Contribution Qualified Retirement Plans

Dellagloria shall continue to receive qualified retirement plan contributions from the Village pursuant to U.S. Internal Revenue Code Section 401(a) (or equivalent provisions), as follows: (i) an automatic six percent (6%) of annual salary; and (ii)

a match contribution by the Village, for each percent, up to six percent (6%) of annual salary deferrals voluntarily contributed by Dellagloria. This qualified retirement plan contributions by the Village is in addition to base salary.

IRC 457 Deferred Compensation

Dellagloria shall receive six percent (6%) of annual salary as deferred compensation, pursuant to U.S. Internal Revenue Code 457 (or equivalent provision). This deferred compensation is in addition to base salary.

Section 5. PTO, Insurance, and Other Benefits

5.1 Dellagloria shall continue to accrue eight hours (8 hours) of personal time off (PTO) each bi-weekly pay period and will receive all of the same paid holidays granted to Village Employees. Additionally, the eligibility rollover for each year will remain at thirty (30) days (240 hours) of PTO, if applicable. Upon separation, Dellagloria is entitled to compensation at his current salary in accordance with Section 6.5 (Severance Benefits) of this contract.

5.2 Insurance and Medical Issues

Dellagloria shall receive, at Village expense, reimbursement for Medicare expenses for himself and his spouse upon receipts provided to the Village. In addi-

tion Dellagloria shall receive life and accidental death and dismemberment insurance, short-term disability insurance and long-term disability insurance in accord with a program to be determined by the Human Resource Director.

5.3 Equipment

Dellagloria shall receive a monthly auto allowance of Three Hundred Fifty Dollars (\$350), and a telephone supplied by the Village.

Section 6. Termination/Severance Benefits

6.1 At-Will Employment/Termination Without Cause

This Contract may be terminated by the Council without cause upon no less than thirty days (30) notice.

6.3 Termination for Cause

The Council may terminate this Contract for cause as specified below.

Cause Defined - The Council may terminate for cause at any time as specified for any of the following reasons which constitute cause: (1) the breach of any material term or condition of this Contract; (2) the violation of any applicable Federal or State law; (3) misconduct in office including but not limited to misfeasance, malfeasance and/or nonfeasance in the performance of the duties and responsibilities specified in the Village Charter; (4) gross insubordination; (5) willful neglect

of duty; (6) conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld, excluding non-felony traffic violations; (7) the violation of any Village policy, rule or regulation which would subject any other Village employee to termination; (8) the commission of any fraudulent act against the interests of the Village; or (9) a knowing or intentional violation of the Florida, Miami-Dade, or Village of Palmetto Bay conflict of interest laws or code of ethics laws.

6.4 Procedures - Any proposal to terminate for cause must be noticed on a Council meeting agenda at least seven days (7 days) prior to the Council meeting, specifying the reason as enumerated from the immediately preceding list of reasons with a description of the factual basis for the proposed termination. After allowing an opportunity to address the reason(s) specified in writing, the Council may decide the issue of termination for cause. Upon such termination for cause, Dellagloria shall only be entitled to the severance benefits in Paragraph 6.5 below.

6.5 Severance Benefits - Upon termination Dellagloria shall receive accrued IRC 401(a) and IRC 457 Retirement Benefits as provided in Paragraph 4 above in accordance with the Villages' vesting plan. Additionally, Dellagloria shall receive a payout for unused and accumulated PTO not to exceed Two Hundred and Forty hours (240).

6.6 Term of Contract

The term of this Contract is for a period of Two (2) years.

Section 7. Outside Employment: Dellagloria shall have no outside employment.

Section 8. Miscellaneous Provisions

8.1 No Property Rights Created

This Contract does not create a property right to employment and does not create any due process rights to enforcement. The exclusive remedy is for breach under the terms of this Contract.

8.2 Professional Development

The Village shall pay for memberships in professional government legal associations, for attendance at meetings of such associations, and for attendance at relevant seminars and conferences as are approved in the Village's annual budget or as otherwise approved by the Council. Attendance at local civic and governmental organization events is encouraged. Documented expenses up to two hundred fifty dollars (\$250) for any such event may be requested and approved by the Mayor, while documented expenses exceeding this amount may be approved by the Council

8.4 Indemnification

The Village shall defend, indemnify and hold harmless Dellagloria for any and all acts taken on behalf of the Village within the scope of his duties as Village Attorney.

WHEREFORE, Parties have executed this Contract as of the date above written.

Karyn Cunningham
Mayor

Missy Arocha
Village Clerk

John C. Dellagloria
Village Attorney



AGENDA ITEM

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**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
FLORIDA ONLY:**

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Patrick Fiore _____
- Council Member David Singer _____
- Council Member Marsha Matson _____
- Vice-Mayor John DuBois _____
- Mayor Karyn Cunningham _____



AGENDA ITEM

10D



To: Honorable Mayor and Village Council

Date: October 5th, 2020

From: Greg Truitt /Interim Village Manager

Re: Palmetto Bay Street Improvement

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PALMETTO BAY STREET IMPROVEMENT PROJECT; ESTABLISHING A COMPLETE STREET SECTION ALONG SW 174TH STREET FROM 95TH AVENUE TO THE EASTERN PROPERTY LINE OF PARK DRIVE DEVELOPMENT; PROVIDING FOR SEVENTEEN (17) NEW PARKING SPACES ON THE NORTH SIDE OF SW 174TH STREET; PROVIDING FOR ALL UNDERGROUND UTILITIES; PROVIDING FOR LANDSCAPE AND IRRIGATION; PROVIDING FOR STREET LIGHTING; PROVIDING FOR NEW DRAINAGE INCLUDING NEW CURB AND GUTTER AND PROVIDING FOR RESTORED SIDE-WALKS; AUTHORIZING THE INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT BETWEEN ATLANTIC RESIDENTIAL LLC. AND THE VILLAGE OF PALMETTO BAY FOR IMPROVEMENTS TO THE NORTH SIDE OF SW 174TH STREET IN EXCHANGE FOR A WAIVER OF THE MOBILITY IMPACT FEE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay has been actively developing the Franjo Road Project and intends to complete the street network to improve pedestrian, bike and vehicular mobility and connectivity. Since the adoption of Downtown Redevelopment Task Force (DRTF) which formulated a Redevelopment Plan whose mission was to transform the FT&I into a vibrant and inviting work-live-play community and continuing with the inclusion of the street map in the DUV code, the goal and vision has been to transform the area into the Village's future downtown district, providing pedestrian friendly facilities, bike friendly pathways and connectivity in the Downtown District. The Staff and Administration were approached by Atlantic Residential LLC in order to create possible synergies and develop the area during the development and construction of Park View Project zoning application VPB-16-012. Staff and Administration have discussed the different opportunities and have analyzed the options of best interest for the Village and alignment with the Village Vision.

Atlantic Residential LLC has approached the Village to introduce options in developing SW 174th Street in exchange for partial waiver of the Mobility Impact Fee.

The Village Administration is presenting the item to Council and seeking approval to negotiate the street improvement project. If Council approves negotiations, the Manager shall provide update to council on final negotiations, scope, and budget.

FISCAL IMPACT:

Fiscal Impact of this resolution is approximately \$300,000 to \$380,000 depending on the negotiations of the final scope and budget. Atlantic Residential LLC owes the Village for Mobility Impact Fee an approximate \$380,000 amount.

RECOMMENDATION:

Approval to negotiation the street improvement project.

ATTACHEMENTS:

A- Preliminary Basis of Design

1 RESOLUTION NO. 2020-____
2
3

4 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF
5 THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
6 PALMETTO BAY STREET IMPROVEMENT PROJECT;
7 ESTABLISHING A COMPLETE STREET SECTION ALONG SW
8 174TH STREET FROM 95TH AVENUE TO THE EASTERN
9 PROPERTY LINE OF PARK DRIVE DEVELOPMENT; PROVIDING
10 FOR SEVENTEEN (17) NEW PARKING SPACES ON THE NORTH
11 SIDE OF SW 174TH STREET; PROVIDING FOR ALL
12 UNDERGROUND UTILITIES; PROVIDING FOR LANDSCAPE AND
13 IRRIGATION; PROVIDING FOR STREET LIGHTING; PROVIDING
14 FOR NEW DRAINAGE INCLUDING NEW CURB AND GUTTER AND
15 PROVIDING FOR RESTORED SIDE-WALKS; AUTHORIZING THE
16 INTERIM VILLAGE MANAGER TO ENTER INTO AN AGREEMENT
17 BETWEEN ATLANTIC RESIDENTIAL LLC. AND THE VILLAGE OF
18 PALMETTO BAY FOR IMPROVEMENTS TO THE NORTH SIDE OF
19 SW 174TH STREET IN EXCHANGE FOR A WAIVER OF THE
20 MOBILITY IMPACT FEE; AND PROVIDING FOR AN EFFECTIVE
21 DATE. *(Sponsored by Administration)*
22

23 **WHEREAS**, under the Franjo Triangle and Island (FT&I) code,
24 and the DUV code, Park Drive was intended to be created to provide a
25 continuous street extending from SW 180th Street to SW 174th Street;
26 and
27

28 **WHEREAS**, the Village of Palmetto Bay adopted in 2013 a
29 Downtown Redevelopment Task Force (DRTF) which formulated a
30 Redevelopment Plan whose mission was to transform the FT&I into a
31 vibrant and inviting work-live-play community; and
32

33 **WHEREAS**, the Downtown Urban Village (DUV) was adopted
34 with the same vision and purpose; and
35

36 **WHEREAS**, the new Downtown Palmetto Bay code, also
37 proposes to have the same goal of transforming the area into the
38 Village's future downtown district, providing pedestrian friendly
39 facilities, bike friendly pathways and connectivity in the Downtown
40 District; and

1 **WHEREAS**, Atlantic Residential LLC is developing folio
2 numbers 33-5033-000-0650, 33-5033-00-0680 and 33-5033-000-0670
3 located at 9420, 9450 and 9500 SW 174th Street, and
4

5 **WHEREAS**, the Village Council approved this development
6 under zoning application VPB-16-012; and
7

8 **WHEREAS**, the Development order holds Atlantic Residential
9 LLC responsible for developing Park Drive from SW 174th Street to the
10 southernmost property line of their development parcel; and
11

12 **WHEREAS**, the developer is also responsible for developing the
13 southern half of SW 174th Street as part of their development order;
14 and
15

16 **WHEREAS**, Atlantic Residential LLC is responsible for paying
17 into the Village’s Mobility Impact Fee Ordinance 2018-14; and
18

19 **WHEREAS**, Atlantic Residential LLC has approached the
20 Village to provide improvements to SW 174th Street and develop the
21 northern part of SW 174th Street to have a complete street section on
22 SW 174th Street; and
23

24 **WHEREAS**, the improvements include placing all utilities
25 underground, providing seventeen (17) parking spaces on street
26 parking spaces, paving and drainage including new curb and valley
27 gutter, landscape and irrigation, street lighting and restored sidewalks
28 In exchange for partial waiver of the Mobility Impact Fee.
29

30 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
31 **OF PALMETTO BAY, FLORIDA, THAT:**
32

33 **Section 1.** The above recitals are incorporated as if set forth in
34 full.
35

36 **Section 2.** The Interim Village Manger is authorized to negotiate
37 a development agreement with Atlantic Residential, LLC, for
38 improvements to the North side of SW 174th St. and upon completion
39 waive the Mobility Impact Fee otherwise payable to the Village.
40

1 **Section 3. Effective Date.** This Resolution shall become effective
2 and upon approval.

3

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5

PASSED and ADOPTED this 5th day of October 2020.

6

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9

Attest: _____

10

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

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14

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
15 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
16 FLORIDA ONLY:

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John C. Dellagloria, Esq.
Village Attorney

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FINAL VOTE AT ADOPTION:

26

27

Council Member David Singer _____

28

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Council Member Patrick Fiore _____

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Council Member Marsha Matson _____

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Vice-Mayor John DuBois _____

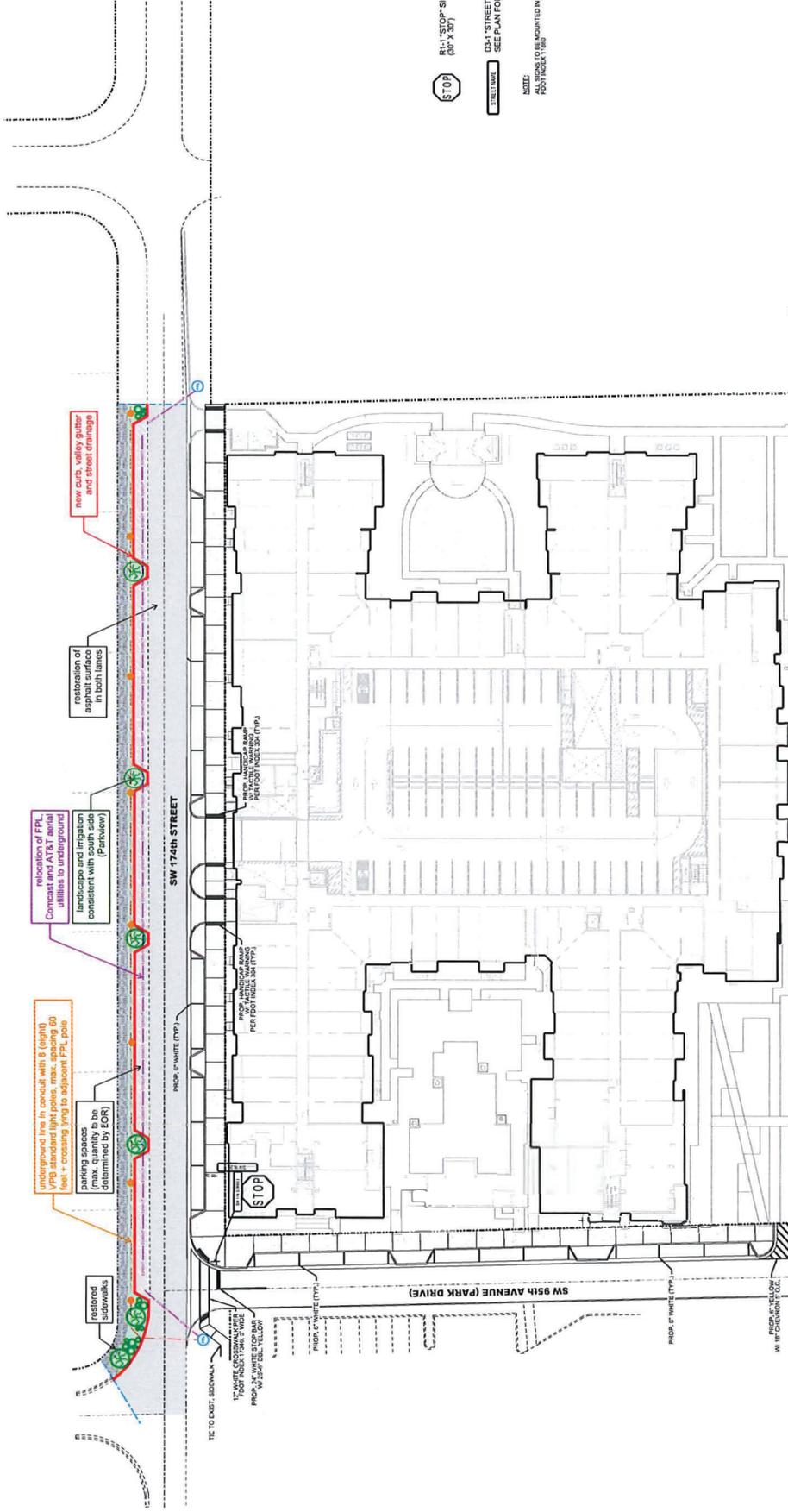
34

35

Mayor Karyn Cunningham _____



0 30 60
FEET
SCALE: 1"=30'



RI-1 "STOP" SIGN
(30" X 30")



DS-1 "STREET SIGN"
SEE PLAN FOR STREET NAMES

NOTE:
ALL WORKS TO BE MOUNTED IN ACCORDANCE WITH
POST/INDEX 1188



Issuance: 09/08/2020



AGENDA ITEM

10E

1 RESOLUTION NO. 2020-__
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STREET
5 CO-DESIGNATION, CO-DESIGNATING THE PORTION OF SW 78TH
6 PLACE BETWEEN SW 152ND STREET AND SW 156TH STREET AS
7 “DEAN ALEXANDER CARR PLACE” IN HONOR OF DEAN
8 ALEXANDER CARR; PROVIDING FOR THE INSTALLATION OF
9 APPROPRIATE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE
10 DATE. *(Sponsored by Mayor Karyn Cunningham)*
11
12

13 WHEREAS, Village Code (Chapter 21, Article II, Sec. 21-52),
14 allows for the co-designation of roads, streets and public ways within
15 Village boundaries for individuals that have “made a significant
16 contribution to the community, thereby furthering the Village's good
17 name and image”, and further stating that, “the contribution may
18 demonstrate achievement through volunteerism, leadership, public
19 service, and/or other services considered extraordinary or long term in
20 nature”; and
21

22 WHEREAS, the Village of Palmetto Bay proclaimed September
23 2020 as “Childhood Cancer Awareness Month” to honor those children
24 whose lives have been lost and those irrevocably impacted by this
25 terrible illness, and to strengthen the nation’s resolve to search for a
26 cure; and
27

28 WHEREAS, cancer is the leading cause of death by disease
29 among US children between infancy and 15 years of age and one in
30 every 285 children will be diagnosed with cancer before the age of 20;
31 and
32

33 WHEREAS, childhood cancers cross all racial, ethnic,
34 geographic, and socio-economic backgrounds, and each year tens of
35 thousands of children face the battle of cancer with incredible bravery
36 and inspiring hope; and
37

38 WHEREAS, this disease not only affects the child diagnosed with
39 cancer, but also their entire support network of devoted parents,
40 grandparents, loved ones and friends; and

1 **WHEREAS**, to pay tribute to childhood cancer awareness, the
2 neighbors of SW 78th Place in the Village of Palmetto Bay are desirous
3 of co-designating the portion of SW 78th Place between SW 152nd Street
4 and SW 156th as “Dean Alexander Carr Place”; and
5

6 **WHEREAS**, Dean Alexander Carr was diagnosed with a high-
7 grade malignant glioma brain tumor on November 1, 2018 at the age of
8 three and battled bravely undergoing chemotherapy and proton
9 radiation, but the disease progressed quickly until he passed on
10 September 10, 2019; and
11

12 **WHEREAS**, Dean Alexander Carr resided on SW 78th Place
13 together with his parents and brother and he was extremely well known
14 in the neighborhood from the time he was born; and
15

16 **WHEREAS**, Dean Alexander Carr made a significant contribution
17 to his entire neighborhood as he created childhood cancer awareness
18 with a genuine and pure heart regardless of the obstacles he faced
19 while he was undergoing treatment while he lived.
20

21 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND**
22 **VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY,**
23 **FLORIDA, AS FOLLOWS:**
24

25 **Section 1.** The Village Council hereby approves the co-
26 designation of the portion of SW 78th Place between SW 152nd Street
27 and SW 156th Street as “Dean Alexander Carr Place”.
28

29 **Section 2.** The Village Manager is authorized to spend an
30 amount not to exceed \$500.00 to purchase and install the required
31 signage to commemorate Dean Alexander Carr in honor of childhood
32 cancer awareness in the Village of Palmetto Bay.
33

34 **Section 3.** This Resolution shall become effective upon adoption.
35

36 **PASSED and ADOPTED** this 5th day of October 2020.
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1 Attest:

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Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

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John C. Dellagloria, Esq.
Village Attorney

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FINAL VOTE AT ADOPTION:

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Council Member Marsha Matson _____

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Council Member David Singer _____

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Council Member Patrick Fiore _____

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Vice-Mayor John DuBois _____

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Mayor Karyn Cunningham _____

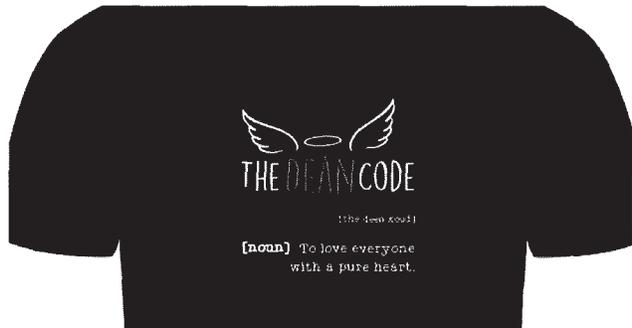
Dean Alexander Carr was diagnosed with a high-grade malignant glioma brain tumor on November 1st 2018 at the age of 3. This is a very aggressive brain tumor that has a 1% chance of survival past five years. Most people diagnosed with this type of tumor die within two years of diagnosis. Dean battled bravely undergoing chemotherapy and proton radiation, but the disease progressed quickly, and with nothing to stop it, he passed away 10 months later on September 5th, 2019.

Dean was well known in our neighborhood from the time he was born. Our Nanny would walk him up and down the driveway every morning when he was a baby and cars would stop on their morning commute and wave at him. Dean was a very sweet and loving boy and when he turned two he learned to drive an electric car which he really enjoyed. He would drive around the neighborhood and wave to all of the neighbors. He would stop and talk to all of them and they adored him. He was even named the "Mayor" of our street by our neighbors since he was always greeting everyone. He was famous.

You can imagine the heartbreak felt by all our neighbors and community when they learned of Dean's illness. They all rallied around us offering their support. They all shared their love with us and were with us every step of the way. Dean attended St. Louis Catholic School and they also provided us with tremendous support. A movement called Dean's Army was born and T-shirts were made by friends of ours. The whole school bought them and wore them on Fridays named "Dean Days" in solidarity. Dean was inspiration to all as he went through treatment always with a big smile on his face. He was a bright light to all who met him and learned about him.

After Dean's passing his parents (Alex and Ana-Mari) decided to create a foundation to raise money for pediatric cancer research specifically difficult to cure cancers like the one Dean had. We are working on establishing the foundation which will be called Dean's Dream Foundation. It is our mission to do what we can to prevent other families from having to go through what we did. We will do this in honor of Dean and every other child that has lost their battle to cancer. One of the initiatives we are working on is selling "Dean Code" t-shirts. The Dean Code is to love everyone with a pure heart. This is Dean's legacy. Dean loved abundantly and freely. We are rolling it out at St. Louis as it's a beautiful

way to teach children (and adults) to keep love in the center of their lives. See images of the T-shirts below. We will also be selling them to anyone interested.



Submitted by: Dean's parents



AGENDA ITEM

10F

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA SUSPENDING THE AGREEMENT BETWEEN THE VILLAGE AND BEEFREE, LLC, FOR TRANSPORTATION SERVICES AND AUTHORIZING THE INTERIM VILLAGE MANAGER TO CONSIDER USING OTHER TRANSPORTATION SERVICES FOR THE VILLAGE'S RESIDENTS, AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Vice-Mayor John Du Bois)

WHEREAS, the Village entered into a contract with Beefree, llc to provide "Freebee"ride services to the residents of the Village; and

WHEREAS, based on ridership data collected during the first year of the Contract, it has become apparent that alternative means of transportation may be more economical and can provide better route service which cuts down on the length of trips; and

WHEREAS, small Freebee vehicles have speeds of less than thirty (35) miles per hour, which increases the vehicle's time spent on the roadways, decreasing their efficiency; and

WHEREAS, the lack of service availability of the larger Freebee vehicles and low ridership numbers makes alternative services, such as lbus, more cost efficient for the Village.

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

Section 1. The current contract with Beefree, Inc, which provides Freebee ride services, be suspended during the time the Interim Village Manager considers using other transportation services for the Village.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this 5 day of October, 2020.

Attest:

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF
THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member David Singer _____

Council Member Marsha Matson _____

Vice-Mayor John DuBois _____

Mayor Karyn Cunningham _____



AGENDA ITEM

10G



To: Honorable Mayor and Village Council

Date: October 5, 2020

From: Gregory H. Truitt, Interim Village Manager 

Re: Naming Coral Reef Park Tennis Court #1 "Coach Lee Pettis Court"

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; RECOMMENDING NAMING TENNIS COURT #1 AT CORAL REEF PARK AS "COACH LEE PETTIS COURT", AND FURTHER AUTHORIZING THE MANAGER TO DIRECT THE PARKS AND RECREATION DEPARTMENT TO PROCURE AND INSTALL COURT SIGN, IN AN AMOUNT NOT TO EXCEED \$150; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

BACKGROUND AND ANALYSIS:

Coach Lee Pettis was known by many for his compassion for the game of tennis and lives he touched over the years. Sadly, Coach Lee Pettis passed away this past February 2020. As the founder and operator of the 'Truth N Tennis Academe' he and his wife Kara Borromeo spent hours upon hours on the Coral Reef Park Tennis Courts, instructing both youth and adults the fine points of the game he so loved. A request from the tennis community has been received to honor Coach Lee by formally proclaiming Court #1 as "Coach Lee Pettis Court".

It is therefore recommended that the Village Council approve the naming of Coral Reef Tennis Court #1 as "Coach Lee Pettis Court" and authorize the Manager to direct the Parks and Recreation Department to procure and install court sign in an amount not to exceed \$150.

FISCAL IMPACT:

Funds not to exceed \$150 are available under the Parks & Recreation Budget - Coral Reef Tennis Operating Acct # 0001-572-18-30-52001000 with a balance of \$164.85.

1 **Section 1.** The naming of court #1 at Coral Reef Park to
2 "Coach Lee Pettis Court" is hereby approved.

3
4 **Section 2.** The Village Manager is hereby authorized to direct
5 the Parks and Recreation Department to purchase and install of sign for
6 court #1 to read "Coach Lee Pettis Court" with a budget allocation not
7 to exceed \$150.

8
9 **Section 3.** This resolution shall take effect immediately upon its
10 adoption.

11
12 **PASSED and ADOPTED** this ____ day of October, 2020.

13
14 Attest:

15
16 _____
17 Missy Arocha
18 Village Clerk

16 _____
17 Karyn Cunningham
18 Mayor

19
20 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
21 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**
22 **FLORIDA ONLY:**

23
24 _____
25 John Dellagloria
26 Village Attorney

27
28 **FINAL VOTE AT ADOPTION:**

29
30 Council Member Patrick Fiore _____

31
32 Council Member David Singer _____

33
34 Council Member Marsha Matson _____

35
36 Vice-Mayor John DuBois _____

37
38 Mayor Karyn Cunningham _____



AGENDA ITEM

10H



To: Honorable Mayor and Village Council

Date: October 5, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Purchase and Installation:
Picnic Pavilion at Coral Reef Park

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH REP SERVICES, INC. FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A PICNIC PAVILION AT CORAL REEF PARK; PIGGYBACKING UNDER THE CLAY COUNTY CONTRACT NO. 18/19-2; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$104,205.56 AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The purchase of this pavilion is related to an awarded Florida Department of Environmental Protection Program (LWCF) Project No. 12-00672 Phase II DEP Agreement No. LW672 Coral Reef Park Improvements which was approved by Council on June 4, 2018, via Resolution No. 2018-79. Included in the award is a 50% reimbursement to the Village upon the project's completion, which mandates a deadline of May, 2021. In an effort to provide additional recreational amenities within Coral Reef Park, the addition of a pavilion within the oak hammock picnic area would create yet another venue for gatherings and compliment the area's overall quality of life potential.

In accordance with our procurement process, the Village seeks to piggyback on the previously approved procurement process resulting in Clay County Contract No. 18/19-02.

FISCAL IMPACT:

No impact currently

Grant Request: \$ 52,102.78 (50%)

Village: \$ 52,102.78 (50%)

Attachments (3):

Attachment A - Invitation to bid and bid opening list

Attachment B - REP Services Inc. Quote for a HXE 40 STGSS

Attachment C - REP Services Inc. bid proposal successfully submitted to Clay County

1
2 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
3 **OF PALMETTO BAY, FLORIDA, THAT:**

4
5 **Section 1.** The Village Manager is hereby authorized to accept
6 piggybacking prices and contract terms as under the current Clay
7 County Contract No. 18/19-02.

8
9 **Section 2.** The Village Manager is hereby authorized to enter into
10 agreement with REP Services, Inc. for the purchase, delivery and
11 installation of the specified picnic pavilion at Coral Reef Park.

12
13 **Section 3.** This resolution shall take effect immediately upon its
14 adoption.

15
16 **PASSED and ADOPTED** this 5th day of October, 2020.

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18
19 **Attest:**

20
21 _____
22 Missy Arocha
23 Village Clerk

24 _____
25 Karyn Cunningham
26 Mayor

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30
31 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
32 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**
33 **FLORIDA ONLY:**

34
35 _____
36 John Dellagloria
37 Village Attorney

1 **FINAL VOTE AT ADOPTION:**

2

3 Council Member Patrick Fiore _____

4

5 Council Member David Singer _____

6

7 Council Member Marsha Matson _____

8

9 Vice-Mayor John DuBois _____

10

11 Mayor Karyn Cunningham _____

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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:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

DF

Initials:

DF

SHELTERS, SHADES & STRUCTURES

Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty	
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, 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, Stairs, 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 Catalog	
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstairsamerica.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 Catalog	
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog	
	Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer Superior Recreation Shades	Product Domes, Umbrellas, Shades	Discount Allowed from MSRP 5%	Installation Discount 49%	Catalog Provided Yes	Current MSRP List Supplied Digital Copy	Warranty Digital Copy
		UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
		Icon Shelters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
Superior Shelters		Shelters, Gazebos, Shades Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy	
Cedar Forest Products	Installation Services	5%	69%	Per Discount Catalog	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
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
Classic Recreation Systems, Inc	Manufacturer	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 Sanguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
RCP Shelters	Manufacturer	Installation of Shade Structures	N/A	150%	No	No	No
	Polygon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
Ball Fabrics	Manufacturer	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 Catalog
	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	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	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 Shelters	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
Rep Services, Inc (407) 831-9658 nathan@rep-services.com	USA Shade	Shade Canopies	5%	75%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECLA@TAMPABAY.RR.COM	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
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Coverworx Shelters	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

SITE AMENITIES & FURNISHINGS

Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MSRP	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	
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital 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
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	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
	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	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	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
Vista Furnishings	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	

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	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repsservices.com	Wabash Valley Manufacturer	2.50%	50%	Yes	In Catalog	Yes
	Dumor Site Furnishings Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 IMRECFLA@TAMPABAY.RR.COM	Tables Benches, Trash Cans	2%	50%	Yes	Yes	Yes
	Manufacturer	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains Product	5%	27%	Yes	No	No
	Water Fountains					
	Wabash Valley Product	5%	27%	Yes	In Catalog	In Catalog
	Tables, Benches, Trash Cans					
	Recycle Design Product	5%	27%	Yes	No	No
	Benches					
	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Kay Park Product	5%	27%	Yes	No	Yes
	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.jensenswings.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	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
Dynamo Playgrounds	Innovative Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy	
Free Note- Harmony Park	Musical Play Equipment	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy	
ID Sculptures	Climb and Play Structures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy	
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com								

	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 Equipment	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	

	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 MRECFIA@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 Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	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 MSRP	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, Splash Pads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	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
	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	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 MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanknetting.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, Facilities, Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	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 Equipment	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	3%	75%	Yes	Digital Copy	Digital Copy	Digital Copy
Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy	Digital Copy
	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy	Digital Copy
	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands		3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog Installation Discount	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP		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, Facilities,	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

Miller Recreation Equipment & Design (941) 792-4580 MRECL@TAMPABAY.RR.COM	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, Facilities,	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
	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

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	Recycled 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 Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Synthetic Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer Rubber Designs	Product Rubber Surface for playgrounds, play spaces	Discount Allowed from MSRP 5%	Installation Discount 5%	Catalog Provided Yes	Current MSRP List Supplied Digital Copy	Warranty 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
	Manufacturer No Fault	Product Rubber Surface for playgrounds, play Rubber Mulch	Discount Allowed from MSRP 5%	Installation Discount Priced Per Job	Catalog Provided Yes	Current MSRP List Supplied Yes	Warranty Yes
Miracle Recreation/True North (407) 883-8463	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Manufacturer Cowart Mulch International Mulch Co	Product Engineered Wood Mulch Recycled Rubber Mulch,	Discount Allowed from MSRP 10%	Installation Discount 60%	Catalog Provided Flyer	Current MSRP List Supplied Attached to Flyer	Warranty Yes
	USA Mulch	Natural Mulch	6%	50%	Flyer	Attached to Flyer	Yes
	Manufacturer Playmore Surfacing	Product Wood, Rubber Mulch	Discount Allowed from MSRP 5%	Installation Discount varies-see price list	Catalog Provided Flyer	Current MSRP List Supplied Attached to Flyer	Warranty Yes
Playmore West, Inc (239) 791-2400 info@playmoreonline.com							

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Robertson Industries, Inc./Totturf Safety Surfacing (954) 882-1366 ghaah@totturf.com	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
	Manufacturer Boiling Forest Mulch 4 You and Inovative Mulch	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Polysoft Surfacing	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Rubber Designs	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	No Fault Safety Surfacing	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
Shawgrass	No Fault Safety Surfacing	Rubber Turf	2%	Included in SF Price	Flyer	No	Yes
	Shawgrass	Synthetic Turf	2%	Included in SF Price	Flyer	No	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
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreational 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	Ramps, Engineered	5%	27%	Yes	No	Yes	
	Foerverlawn	Sythetic Grass Playground and Athletic Surfaces	5%	27%	www.foerverlawn.com	No	No	
	No Fault		5%	N/A	Yes	No	No	



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
 Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repervices.com

CGC1508223

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Please mail POs, contracts and checks to:

Rep Services, Inc.
 165 W. Jessup Ave.
 Longwood, FL 32750-4146

Proposed To: Village of Palmetto Bay Human Resources 9705 E. Hibiscus St. Palmetto Bay, FL 33157 Attn: Jenny Polynice-Hall	Ship To: TBD at a later date Attn:	Bill To: Village of Palmetto Bay Human Resources 9705 E. Hibiscus St. Palmetto Bay, FL 33157 Attn: Jenny Polynice-Hall
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Project No: 17821 Proposal No: 17821.04 Proposal Date: 9/21/2020	Project Name: Village of Palmetto Bay-Coral Reef Park Proposal Name: Coral Reef Park (POR) Proposal Expires: 10/21/2020	Project Contact: Jenny Polynice-Hall Project Location: 7895 SW 152nd St Palmetto Bay, FL 33157-2358 Project County: Miami-Dade	For Questions Contact: Jacqui Rohrborn ☎ 407-853-3560 ✉ jacqui@repervices.com Sales Consultant: Debbie Levine ☎ 561-353-0980 ✉ debbie@repervices.com Opt/Rev: C/1 Printed: 9/21/20 - JR
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Vendor: Poligon **Proj Drawings:** 144247R2 575036

Class	Part No	Qty	Description	Unit Price	Ext Price
Shelters	144247R2	1 EA	Poligon Shelter Model: HXE 40 STGSS Primary Roof: Stained T&G Secondary Roof: SS Number of Columns: 6 Eave Height (UPB): 7'6" Upper Roof Slope: 3.5/12 Electrical Cutout: 3 Electrical Access: Included Ornamentation: N/A Lightning Protection: Cutout included, kit by others. Anchor Bolts Included: Florida Building Code 6th Edition (2017) Engineering to comply with HVHZ	42,882.00	42,882.00

Product Subtotal:	\$42,882.00
Discount per the Clay County Contract #18/19-2	2.00% (\$857.64)
Discounted Product Total:	\$42,024.36
2 Sets of Signed & Sealed Engineering:	\$1,000.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 13,927 lbs Freight Charge:	\$4,290.00
Poligon Total:	\$47,314.36

Vendor: RSI Installer 575168

Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit. NOTE: Permit Fees charged by the building department will be prepaid and invoiced separately and will require a change order to your Purchase Order or Contract.	775.00	775.00
STORAGE	1 EA	Storage Container for (1) month during installation	1,050.00	1,050.00
TRASH REMOVAL	1 LT	Trash removal from jobsite	1,975.00	1,975.00
INS-CON FT	6 EA	Install concrete footing(s) for HXE 40 STGSS Poligon Shelter by PorterCorp	785.00	4,710.00
INS-POR	1 LT	Equipment Installation - HXE 40' STGSS Poligon Shelter by PorterCorp	31,515.00	31,515.00
OTHER	1 EA	Supply and install lightning protection kit.	5,060.00	5,060.00
INS-CON SLAB	1,764 SF	Install concrete slab: 42' diameter at 4" depth	6.30	11,113.20
INS-CON SIDEWALK	110 SF	Installation of concrete an 11 ft long x 10 ft wide connecting walkway from our existing park trail to access the pavilion	6.30	693.00
RSI Installer Total:				\$56,891.20

General Terms of Sale and Proposal Summary

Net 30	Product:	\$43,024.36
	Installation:	\$56,891.20
	Freight:	\$4,290.00
	Proposal Total:	\$104,205.56

Notes

The Clay County Contract #x18/19-2 provides a 2% discount on Porter/Poligon product. The maximum price for installation is 75% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal

Our proposal is based upon emails dated 09/09/2020

Please note the vendor requirements itemized below.

(This schedule starts when all needed information to direct engineering has been gathered.)

Estimated project completion schedule

(This schedule starts when all needed information to direct engineering has been gathered.)

5 Weeks: Engineering

4 Weeks+/- Permitting, finishes, etc.

10 Weeks Longest manufacturing lead time. (Typical for scheduling.)

1 Week Shipping

5 Weeks Installation of equipment

20 Weeks TOTAL WEEKS

Note that RSI is committed to do all it can to meet the needs of your project.

Poligon by PorterCorp: HXE40STGSS

Please provide Building Department permit application requirements including Risk Category.

The following certificates are available:

Miami-Dade County Certificate of Competency No. 16-1025.01

PCI (Powder Coating Institute) 4000 Certified

American Institute of steel construction quality management systems certified

The mounting option must be specified prior to the engineering being ordered.

Four sets of signed and sealed drawings and calc books for building permitting will be provided. If additional sets of drawings and calc books are required, additional fees will apply.

When placing an order, please select standard roofing and frame color selections as shown here: <http://www.poligon.com/colors.htm>. Non-Standard colors and finishes are available at an additional charge.

Factory Fabrication will begin AFTER our receipt of a copy of the Building Permit or a signed letter of release for fabrication by the end owner or their agent.

Installation:

Unless otherwise noted, the following items are to be *PROVIDED BY CUSTOMER* prior to installation:

To Be Provided by customer:

- Access for machines and labor crew to equipment installation location.
- Permit Fees assessed by the Building Dept.
- Signed & sealed site plan or survey.
- All site work, site preparation and base preparation.
- Private underground utilities located and marked prior to installation.
- Sod & Landscape Restoration.
- Soils testing.
- Tree survey.
- Site security.
- Water and 110 Electric.
- Dewatering and drainage considerations.
- Concrete testing.

THIS PROPOSAL DOES NOT INCLUDE PERMIT FEES ASSESSED BY THE BUILDING DEPT. Those fees will result in additional charges.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

Village of Palmetto Bay

Company Name

Authorized By

Printed Name

Date

Proposal No: 17821.04

Project Name: Village of Palmetto Bay-Coral Reef Park (P

Proposal Date: 9/21/2020

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As Its: _____ (Title)

**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
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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
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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 \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, 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: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary FL 32746

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Landscape Structures Playground Equipment

Fixed Percentage Discount off MSRP: 2%

Custom equipment priced per project and is not included in standard price list.

Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: Skyways Shade

Fixed Percentage Discount off MSRP: 2%

Custom shade priced per project

Installation (Fixed Percentage of cost after discounts of equipment): 75%

75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

Manufacturer: USA Shade

Fixed Percentage Discount off MSRP: 2%

Custom shade priced per project.

Installation (Fixed Percentage of cost after discounts of equipment): 75%

75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

Manufacturer: Poligon/Parasol Shade

Fixed Percentage Discount off MSRP: 2%

Shades & shelters priced as custom.

Installation (Fixed Percentage of cost after discounts of equipment): 75%

75% Fixed Percentage does not include: foundations, concrete slabs or permitting.

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park

City, State and Zip: Lake Mary FL 32746

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Aquatix

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 100%

Manufacturer: Porter/Poligon Shelters

Fixed Percentage Discount off MSRP: 2%

Shelters priced as custom per project.

Installation (Fixed Percentage of cost after discounts of equipment): 75%

75% Fixed Percentage does not include foundations, concrete slabs or permitting.

Manufacturer: DuMor Site Furnishings

Fixed Percentage Discount off MSRP: 2%

Custom equipment priced separately and is not included in standard price list

Installation (Fixed Percentage of cost after discounts of equipment): 50%

Manufacturer: Anova Site Furnishings

Fixed Percentage Discount off MSRP: 2%

Custom equipment priced separately and is not included in standard price list.

Installation (Fixed Percentage of cost after discounts of equipment): 50%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park

City, State and Zip: Lake Mary, FL

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Hanover Specialites Poured in Place Safety Surfacing-EPDM, Bondflex & Granuflex

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: No Fault Safety Surfacing

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: ForeverLawn

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: Irvine Wood Recovery

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 50%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Rep Services, Inc.

Address: 581 Technology Park Suite 1009

City, State and Zip: Lake Mary, FL

Phone: 407-831-9658 Email: nathan@repservices.com

Contact Name(s): Nathan Almon



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Robertson Recreational Surfaces-TotTurf/Syn Turf/Bonded Rubber

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): Installation included in price per SF

Manufacturer: No Fault Sport Group/Loose Rubber Mulch

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 50%

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: Al Bosgraaf & Sons

Address: 240 Rebel Run, Osteen FL 32764

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraaf

Business Name: Johnny Pitts Constrution

Address: 4124 Pace Lane, Mil ton FL 32572

Phone Number: 850-232-1616

Contact Name: Johnny Pitts

Business Name: D.W. Recreation Services, Inc.

Address: 8851 Equus Circle

Phone Number: 561-818-4819

Contact Name: Donald West

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)

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: Rep Services, Inc.

ADDRESS: 581 Technology Park, Suite 1009

Lake Mary, FL 32746

TELEPHONE: 407-831-9658

FAX #: 866-232-8532

E-MAIL: nathan@repservices.com

Name of Person submitting Bid: Nathan Almon

Title: President

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: _____

Scrutinized Companies Certification

[Clay County RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS]

Name of Company:¹ Rep Services, Inc.

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:

Rep Services, Inc.

(Seal)

By: Nathan Almon


Its President

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 Statutes (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, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

- 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) Bid Awards and Protests:

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 address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. 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.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rep Services, Inc.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 581 Technology Park, Suite 1009</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code Lake Mary, FL 32746-7127</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)																																																					
<p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">2</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">5</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																					or										Employer identification number										5	9	-	2	9	7	8	5	0	7	
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Part II Certification	
Under penalties of perjury, I certify that:	
<p>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</p> <p>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</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p>	
<p>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.</p>	
Sign Here	<p>Signature of U.S. person ▶ </p> <p>Date ▶ 1/9/2019</p>

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-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 ⁴

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

For this type of account:	Give name and EIN of:
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.



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

Playground Turf (Engineered Wood Fiber)

2019 Price List

Price per cubic yard: \$30.00

Price does not include delivery or installation.

Specifications for Playground Turf
IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing
Required for IPEMA Certification

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Required for IPEMA Certification
Tramp Metal Testing, ASTM 2075/4.6
Required for IPEMA Certification
ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height
100% Pre-Consumer Recycled Virgin Material
3,000,000 Liability Insurance
Written Quality Assurance Program
Installation Instructions
Installation is not included in price above



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Playground Grass Safety Surfacing Price List

ForeverLawn Extreme:

No Fall Height - \$12.40

6' Critical Fall Height - \$14.80

6' t 8' Critical Fall Height - \$17.15

8' to 10' Critical Fall Height - \$18.70

10' to 12' Critical Fall Height - \$18.70

ForeverLawn Ultra

No Fall Height - \$13.75

6' Critical Fall Height - \$16.20

6' to 8' Critical Fall Height - \$18.50

8' to 10' Critical Fall Height - \$20.15

10' to 12' Critical Fall Height - \$20.15

Robertson Industries (Tot Turf)

No Fall Height - \$12.40

4' Critical Fall Height - \$16.05

6' t 8' Critical Fall Height - \$17.55

8' to 10' Critical Fall Height - \$18.55

10' to 12' Critical Fall Height - \$18.55



REP SERVICES, INC.

Experts at Play & Outdoor Spaces

RFP No.18/19-2

Poured in Place & Bonded Rubber Safety Surfacing Price List

Pricing is based on a minimum of 2000 SF. Areas smaller than 2000 SF are priced individually.

Robertson Recreational Surfaces 50%black/50%standard Color Blend:

4' CFH - \$14.50 per SF

5' CFH - \$15.00 per SF

6' CFH - \$15.00 per SF

8' CFH - \$16.50 per SF

9' CFH - \$16.75 per SF

10' CFH - \$17.25 per SF

12' CFH - \$18.00 per SF

Aliphatic Urethane – additional \$2.85 per SF

100% color – additional \$2.55 per SF

Hanover Specialties. Vitriturf 50%black/50%standard Color Blend:

4' CFH - \$14.50 per SF

5' CFH - \$15.00 per SF

6' CFH - \$15.00 per SF

8' CFH - \$16.50 per SF

9' CFH - \$16.75 per SF

10' CFH - \$17.25 per SF

12' CFH - \$18.00 per SF

Aliphatic Urethane – additional \$2.85 per SF

100% color – additional \$2.55 per SF

No Fault Sports Group 50%black/50%standard Color Blend:

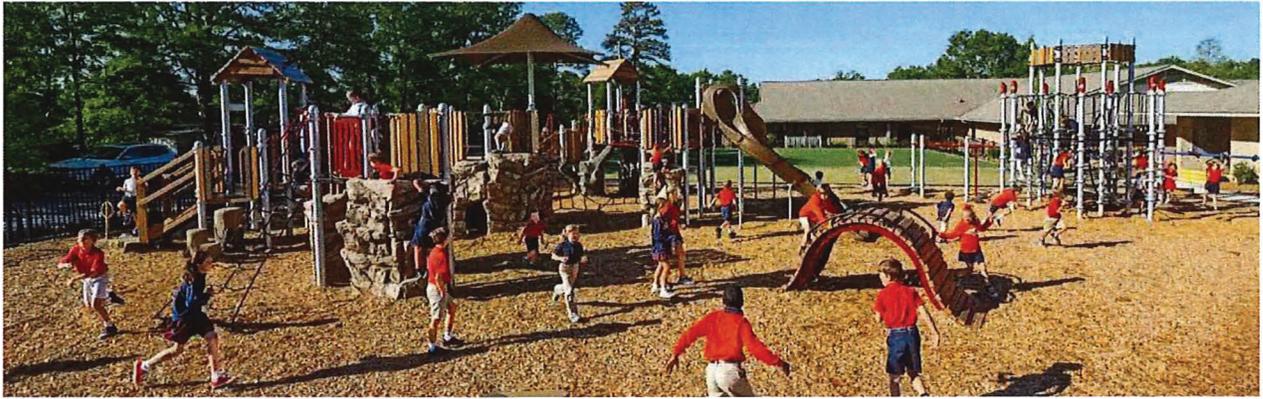
6' CFH - \$16.00 per SF

7' CFH - \$17.00 per SF

8' CFH - \$18.00 per SF

Aliphatic Urethane – additional \$2.85 per SF

100% color – additional \$2.55 per SF



Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody® cables and mallets against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e.: Pulse® products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard™ Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun® gliders, belting material, HealthBeat® resistance mechanism, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2019 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2019



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual. Should the fabric need to be replaced under the warranty, Manufacturer will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years. This warranty applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release®, against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.



2019 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:  President Date: 01/01/2011



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper[®] posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. **NOTE:** All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (*inside the U.S.A.*)
763.972.5200 (*outside the U.S.A.*)
playlsi.com





Warranty Information

Statement of Limited Warranty for USA SHADE Products

1. The structural integrity of all supplied steel is warranted for ten years.
2. If assembly is provided by the Company, workmanship covering the labor for the removal, assembly, and cost of shipping will be covered for one year.
3. All steel surface finishes are warranted for one year.
4. Shadesure™, Colourshade® FR, Extreme 32™, Commercial 95™, SaFRshade™ and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - o Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated warranty;
 - o Fabrics attached to Coolbrella structures carry a three year warranty;
 - o Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - o Preconstraint 502™ waterproof material is subject to an eight year pro-rated warranty
5. Sewing thread is warranted for ten years.

General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or replace defective structures, products, or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to

replace the warranted fabric. The Company does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the company at warranty@usa-shade.com for more details.
- All warranty claims covering Company-supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be submitted by email to: warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - the supplied structures, products, services and/or labor are not paid for in full;
 - the structures are not assembled in strict compliance with USA SHADE specifications;
 - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company— specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - normal wear and tear;
 - misuse, willful, or intentional damage, vandalism, contact with chemicals, cuts, or Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - ice, snow, or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - use, maintenance, neglect, repair and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - workmanship related to assembly not provided by the Company or its agents;
 - fabric curtains, valances, and flat vertical panels;
 - fabric canopies installed on structures that were not engineered and originally supplied by the Company.
- **THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT**

GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- **THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

Colourshade ® and Extreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



Porter Corp Limited Warranty and Limitations

Porter Corp provides a 10-year pro-rated limited warranty from shipping date with the following limitations. Porter Corp limits its warranty to the supply of materials that will assemble according to sealed engineered drawings and installation instructions, and can be assembled with normal expertise and with tools required and found in the construction trades. It is expressly understood that Porter Corp's liability be limited to repair or replacement of nonconforming material at time of delivery.

Porter Corp does not warrant product for defects caused by erection, harsh site conditions, lack of maintenance, and/or other conditions beyond Porter Corp's control. Porter Corp will not be held responsible for any materials that were not properly stored prior to installation. Porter Corp reserves the right to void the limited warranty if it not installed per the installation instructions and/or unauthorized modifications.

Porter Corp shall not be held liable for field alterations. Porter Corp shall only be liable for meeting the building code indicated on the sealed engineered drawings.

Any replacement part under warranty is warranted for the remaining original warranty period or six (6) months, whichever is longer.

Under certain conditions (snow, wind, and the like), Fabric tops may be required to be taken down. The sealed engineered drawings and installation instructions will need to be referenced for design parameters. Porter Corp shall not be responsible to cover damage caused by failure to remove the top as required.

This Limited Warranty supersedes all other warranties expressed or implied.

The warranty on items not manufactured by Porter Corp (i.e. metal roofing, shingles, wood shelters, fabric and thread as applicable), will be as passed through Porter Corp's supplier as per their warranty; contact Customer Service for this Supplier Warranty.

This Limited Warranty is conditional upon payment in full to Porter Corp within terms. Liability under this Warranty is limited in that it shall not exceed the original sales price of the components as supplied by Porter Corp.



Poli-5000 Paint System 10 Year Limited Warranty for Structural Steel Shelters

This limited warranty is for the factory applied Poli-5000 powder coating. Poli-5000 powder coat paint system by Porter Corp of Holland, Michigan has been applied to steel entirely as an "in-house" process. Poli-5000 finish has been applied over hot rolled structural steel parts and has been tested to meet or exceed the ASTM Standards illustrated in Figure 1.

This pro-rated limited 10 year warranty is intended to define the obligations and limitations of the purchaser as well as the obligations and limitations of the supplier. This limited warranty is only valid if Porter Corp has been paid in full for the cost of the shelter.

Damage occurring from shipping, erection, vandalism, accidents, or field modifications will require field touch-up immediately and periodically thereafter, which is not covered in this limited warranty.

Exposed nuts and bolts will either be supplied with a light plating or powder coating. It is the responsibility of the contractor to paint and/or touch up the nuts and bolts after erection and these must be maintained by the customer.

The 10-year limited warranty will exclude buildings erected at sites where salt air, corrosive environment, high humidity or sprinkler systems come in contact with the shelter.

Failure to maintain finish system with annual touch-up and documented maintenance procedures will void the limited warranty.

Not covered by this limited warranty are acute angles, end plates, and other accessories that are prone to minor defects on occasions and will require touch-up by owner.

Failure of the coating will be defined when at least 8% of the total coated surface has significant loss of performance or appearance characteristics when compared to the original finish. Rust stains from roof trim, screws, and screw holes do not constitute a failure.

If a claim is made for paint failure a complete document must be provided by the owner. If a site visit is required by Porter Corp the travel expenses will be covered by the customer prior to travel taking place. However, should the failure be determined to be under the limited warranty the customer will be reimbursed for these expenses.

In the case of a failed paint system, Porter Corp will repaint the structure with its best in-house system providing that the owner dismantles the structure and returns it to Porter Corp. Porter Corp will refinish the structure and ship it back to job site at their expense. The refinishing will not extend the original warranty of the paint system. The owner is responsible for erecting the building at their expense. As an alternative, Porter Corp will pay customer up to the cost of the original paint system on a pro-rated basis for time left of the 10 year limited warranty.



Poli-5000 Finish System Performance and Specifications

Figure 1

Test Description	Test Method	Poli-5000 Results
Salt Spray Resistance	ASTM B 117/ ASTM D 1654 Method 2 (scraping)	10,000 hours, no creep from scribe line, rating of 10
Humidity	ASTM D2247-02	5,000 hours with no loss of adhesion or blistering
Light UV/ Resistance	ASTM G154-04 2000 hours exposure. Alternate cycles (4 hours UVC and 4 hours condensation)	a) No chalking b) 75% color retention c) Color variation-maximum 3.0 E variation CIE formula (before and after 2,000 hours exposure)
Stain Resistance	ASTM D1308-02e1 24 hours exposure with 10% concentration	No stain from following: Mustard, Tannic Acid, Catsup, Citric Acid, Coffee, Tartaric Acid, Pepsi Cola, Beer, Oleic Acid, Lactic Acid, Orange Juice
Scratch Resistance	Hoffman Scratch Hardness Tester	No substrate appearance with 1,000 gram load
Adhesion	ASTM D3359-02	ASTM Class 4B rating or better
Resistance Impact	ASTM D2794-93	10 in-lbs. w/o cracking
Hardness	ASTM D3363-92a	2H min-no indentation
Flexibility	ASTM D522-93a	1/8" no cracking/loss of adhesion at bend
Abrasion	Taber abraser CS10 Wheel (1,000 mg load)	14 mg. max weight loss per cycle
Solvent Resistance	50+ MEK rubs	Minimal to no dulling or color removal



DuMor, Inc. Standard Warranty

ALL PRODUCTS MANUFACTURED BY DuMOR, INC., ARE WARRANTIED AGAINST DEFECT IN MATERIALS AND/OR WORKMANSHIP AND IN ACCORDANCE WITH OUR PUBLISHED SPECIFICATIONS. DuMOR, INC. FURTHER WARRANTS OUR PRODUCTS AS FOLLOWS:

- LIMITED TWENTY-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF ALL STEEL BENCH FRAMES OR COMPLETE STEEL BENCH ASSEMBLIES, TABLE FRAMES, LITTER RECEPTACLE FRAMES, STEEL PLANTERS AND ALL CAST IRON AND ALUMINUM BENCH SUPPORTS.
- LIMITED FIVE-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF DOUGLAS FIR, REDWOOD AND IPE PRODUCTS.
- LIMITED TEN-YEAR WARRANTY AGAINST STRUCTURAL FAILURE OF RECYCLED PLASTIC—IT IS FURTHER WARRANTIED NOT TO DEGRADE, SPLIT, CRACK, OR SPLINTER DURING THIS PERIOD.
- LIMITED 3 YEAR WARRANTY ON STRUCTURAL FAILURE OF ALL BIKE RACKS.
- LIMITED ONE-YEAR WARRANTY ON ANY ITEM NOT SPECIFICALLY DISCUSSED ABOVE.

THE ABOVE WARRANTIES COMMENCE ON THE DATE OF INVOICE ISSUED FROM DuMOR, INC. SHOULD ANY FAILURE OCCUR WITHIN THE WARRANTY PERIOD, DuMOR, INC. SHALL, UPON WRITTEN NOTIFICATION FROM CUSTOMER, CORRECT THE PART(S) EITHER BY REPAIRING THE DEFECTIVE PART(S) OR BY SUPPLYING A NEW PART(S) WITHIN 60 DAYS OF RECEIPT OF THE WRITTEN NOTIFICATION. DuMOR, INC., SHALL, AT ITS EXPENSE, DELIVER THE REPAIRED OR NEW PART(S) TO THE JOB SITE. HOWEVER, DuMOR, INC., SHALL NOT BE RESPONSIBLE FOR PROVIDING LABOR OR INCURRING THE COST OF LABOR TO REMOVE THE DEFECTIVE PART(S) AND INSTALL THE REPAIRED OR NEW PART(S). ALL REPLACEMENT PARTS SHALL BE GUARANTEED FOR THE BALANCE OF THE ORIGINAL WARRANTY PERIOD.

THE WARRANTY IS VALID ONLY IF THE PRODUCTS HAVE BEEN ASSEMBLED AND INSTALLED PER DuMOR, INC., STANDARD INSTALLATION AND ASSEMBLY INSTRUCTIONS PROVIDED WITH EACH SHIPMENT AND IF THE PRODUCTS HAVE BEEN PROPERLY MAINTAINED AND INSPECTED ANNUALLY. THIS WARRANTY DOES NOT COVER CLAIMS FOR ITEMS HAVING BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, VANDALISM OR THAT HAVE BEEN MODIFIED, ALTERED OR REPAIRED BY ANYONE OTHER THAN DuMOR, INC.; ITS AUTHORIZED REPRESENTATIVE; OR OTHERS DESIGNATED BY DuMOR, INC., TO MODIFY, ALTER, OR REPAIR THE PRODUCT.

THIS WARRANTY DOES NOT COVER COSMETIC ITEMS, NOR DOES IT COVER CLAIMS DUE TO CHECKING, SPLITTING AND WARPING, WHICH ARE NATURAL TENDENCIES OF WOOD PRODUCTS.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS. IN ADDITION, NO OTHER WARRANTY, ORAL, WRITTEN OR IMPLIED, MAY BE SUBSTITUTED FOR THE WARRANTY STATED ABOVE. TO THE EXTENT PERMITTED BY LAW, DuMOR, INC., SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL CLAIMS MADE UNDER THE TERMS OF THIS WARRANTY MUST BE RECEIVED IN WRITING ALONG WITH A COPY OF THE ORIGINAL INVOICE.

CLAIMS MUST BE SENT TO DuMOR, INC., ATTENTION CUSTOMER SERVICE, P. O. BOX 142, MIFFLINTOWN, PA 17059-0142.

GEG/WARR-STD 4/16

P.O BOX 142 Mifflintown, PA 17059-0142 • 717-436-2106 • 800-598-4018 • Fax:717-436-9839
E-mail: sales@dumor.com • www.dumor.com



Warranties

For warranty questions or claims, contact us at 800-231-1327 or info@anovafurnishings.com.

Finish Warranties

FUSION ADVANTAGE FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

POWDER COATED FINISH: Three-year warranty against rusting, peeling, chipping, cracking, mold, mildew, and defects in materials and/or workmanship; Seven-year warranty against fading.

GALVANIZED FINISH: Seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship.

Structural Warranties

METAL COMPONENTS: Limited twenty-year structural warranty.

GALVANIZED COMPONENTS: Limited twenty-year structural warranty; compliant with ASTM A123.

RECYCLED PLASTIC COMPONENTS: Limited twenty-year structural warranty that also covers splitting, fungal decay, and insect damage.

THERMORY COMPONENTS: Limited ten-year structural warranty.

NATURAL STONE AND ROTOMOLDED PLASTIC COMPONENTS: Limited five-year structural warranty.

Product Warranties

Banners installed on Anova banner brackets: Three-year warranty.

Banners otherwise installed: One-year warranty.

Styrene signs: Three-year warranty.

Limitations

All warranties commence on the date the product is shipped.

Structural warranties are only valid if the product has been assembled and installed per the instruction provided with each shipment and item.

These warranties do not cover acts of misuse, abuse, accidents, lack of maintenance, vandalism or natural disasters.

Any alterations to the product after delivery will void these warranties.

Should any failure occur within these periods, Anova will correct the part or parts by repairing or replacing the defective parts.

VITRITURF

Sample Warranty

Project Name: Main Street USA Playground

Owner:

Location:

City and State: Anytown, USA

Date Installation Completed:

Contractor:

Vitriturf warrants to the owner of the project name described above, subject to the conditions, and limitations stated herein, as follows:

That the Vitriturf System will not lose its bond from approved substrates and that the system will be fade-resistant so long as surface integrity is maintained; and that the system will not crack as a result of normal weather conditions and normal traffic pattern use. This warranty does not cover defects or damage caused by failure of the substrate, vandalism or misuse of the system. This system was developed to provide a resilient monolithic cushioned surface. Any other use of this system not explicitly authorized in writing by the company will not be warranted in any manner whatsoever.

The foregoing warranty shall continue for a period of (based on specification) year(s) commencing with the date of completion of the above stated system. In order to mitigate any warranty defects the owner, within the warranty period, must provide Vitriturf with written notice of any such defects within thirty (30) days of discovery.

The foregoing warranty does not cover defects of damage caused by: (1) structural or design defects; (2) misuse, vandalism, civil disobedience, acts of war; (3) acts of God, including lightning, hurricanes, tornados, earthquakes, fumes, flood, chemical fumes or foreign substances in the atmosphere or by other unusual natural occurrences. The obligations contained hereinto not cover any material used on the system which was not supplied by Vitriturf unless specifically identified above.

Any claim of defect in material in the system must be made in writing to Vitriturf as set forth above within the warranty period. This warranty will not cover damage resulting from the application, repair or subsequent work on the surface without written notice from Vitriturf of the methods and materials to be used and the party who will apply those materials. During the term of the warranty, Vitriturf, its agents, employees, and assigns shall have the right to inspect the system during business hours. If Vitriturf or its agents have not been paid by the contractor or owner for this project, the warranty will be null and void due to lack of consideration; however should payment be made in full with all associated late fees and collection fees and costs, the warranty will remain as previously stated from the date of completion.



NO FAULT SAFETY SURFACE
PRODUCT WARRANTY

NO FAULT SPORT GROUP, LLC
3112 Valley Creek Drive, Ste. C
Baton Rouge, LA 70808
225-215-7760 www.nofault.com

Project Name: SAMPLE
Address: 0
City

NFSG Job No.: 16-xxxx-NFSS
Customer: 0
Date of Completion:

No Fault Sport Group, LLC ("NFSG") warrants to the original purchaser (established as "Customer" above) that the No Fault Safety Surface ("NFSS"), installed under the above referenced Project, will conform to the NFSS specifications and remain free from defects in materials and workmanship for a period of five (5) years, per the terms and conditions provided herein. This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Customer.

This limited warranty shall provide for repairs or replacement of any defective materials or workmanship in the surface area(s) that fail during the warranty period. This warranty shall commence on the date of substantial completion (as established above) and shall provide for one hundred (100%) of the cost to repair or replace the failed area(s) for a period of one year. Thereafter, the warranty covers eighty percent (80%) of the cost to repair the affected areas from the first anniversary of substantial completion until the second anniversary of substantial completion. Thereafter, the warranty covers sixty percent (60%) of the cost to repair the affected areas from the second anniversary of substantial completion until the third anniversary of substantial completion. Thereafter, the warranty covers forty percent (40%) of the cost to repair the affected areas from the third anniversary of substantial completion until the fourth anniversary of substantial completion. Thereafter, the warranty covers twenty percent (20%) of the cost to repair the affected areas from the fourth anniversary of substantial completion until the fifth anniversary of substantial completion, at which date NFSG's obligations under this warranty are terminated.

All warranty claims shall be made in writing to NFSG within thirty (30) days of the Customer's knowledge thereof. The written notification from the Customer shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with NFSG at the installation site (if applicable). NFSG shall determine the validity of all claims after sufficient evidence has been gathered. NFSG shall then replace, repair, or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Customer on a warranty claim is exercisable only if said allowance is used to accommodate replacement with NFSG's then current surfacing system. NFSG's liability for warranty claims shall in no event exceed the cost of repair or replacement of such area(s) that have failed. Customer agrees that in no event shall NFSG have any liability to Customer for loss of use or loss of profits or any form of consequential damages.

Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NFSG and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NFSG may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NFSG's warranty shall be rendered invalid.

NFSG is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NFSG's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.



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Project Name: SAMPLE
Address: 0
City

NFSG Job No.: 16-xxxx-NFSS
Customer: 0
Date of Completion:

Specifically regarding Underwater, Water Play, and Pool-deck applications, foreign or excessive chemicals in the water can cause potential damage to the NFSS product resulting in fading, chalking, bleeding, and/or degradation. Pool chemicals and water treatments such as "Ozone" and chlorine levels with a ppm of greater than 3 will harm and degrade the NFSS. NFSG will not warrant the NFSS product when foreign or excessive chemicals are used in or around the surface installation. NFSG will not warrant against mold or mildew caused by improper drainage and/or improper sloping around the pool area, sauna area, steam area or shower area. Recommended minimum slope for positive drainage is 2% for areas over 2000 SF.

Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NFSG. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NFSG from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISES EXCEPT AS STATED HEREIN. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. NFSG SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

NO FAULT SPORT GROUP, LLC: _____
Jay Ratelle, Vice President of Operations

Warranty issue date: _____



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Any dispute as to whether and to what extent there is a NFSS failure and subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between NFSG and Customer in order to achieve a mutually agreeable solution. If a solution cannot be reached within thirty (30) days, then either the Customer or NFSG may submit the matter to an accredited arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of the American Arbitration Association. The decision of the Arbitrator shall be binding on both parties.

This warranty does not include normal wear and tear, discoloration or fading as a result of ultraviolet rays, shrinkage (which is an inherent characteristic of elastic rubber), any damages to the surface during the curing period, or improper sub-base design or construction, including but not limited to surface cracking along expansion joints or separating from an adjacent border, curb, walkway, or existing surface. If the underlying sub-base materials fail for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then NFSG's warranty shall be rendered invalid.

NFSG is under no obligation or responsibility to repair and/or replace the NFSS product if damaged by lawn and landscaping equipment; vehicular traffic; vandalism (including burns, cuts, gouges, etc.); product misuse, abuse or alteration; improper drainage; improper or lack of maintenance; any foreign residue that may be deposited on the surface; any foreign matter from surrounding areas (i.e. any substance other than those indicated on NFSG's MSDS sheets) that may be siphoned through, migrated in, lodged in and/or harden the surface; sharp objects (high heels, spikes, etc.); use of unapproved cleaning materials; or acts of God.



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Customer acknowledges that the limited warranty will be voided if the Customer fails to follow the NFSS Maintenance Guidelines (attached hereto); keep maintenance and impact attenuation testing records; or fails to make payment in a timely manner as per the terms and conditions of the agreed contract. Customer also acknowledges and agrees that it will not, under any circumstance, make alterations to the NFSS product without the written authorization of NFSG. Any unauthorized alteration by the Customer could result in the termination of any existing warranty for the NFSS and shall also give rise to the duty of the Customer to hold harmless, defend and indemnify NFSG from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

WARNING: Surface areas can become extremely hot due to exposure of direct sunlight. Shoes and/or socks must be worn at all times. Customer is responsible for proper supervision of children when in contact with the surface. In addition, warning signs are recommended to be posted in all areas to prevent small children from touching or crawling on to surface areas that may be hot due to extended sun exposure in excessive temperatures. During winter and/or seasons when temperatures fall below 32°F, the impact attenuation performance of the NFSS system can be compromised. In this case, it is recommended to discontinue use until surface is no longer frozen. No Fault Sport Group assumes no liability to such exposure of surfacing temperature as this should be monitored prior to use of surfacing. No Fault Sport Group also assumes no liability to the expansion and contraction of the surfacing during freeze/thaw events.

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NO FAULT SPORT GROUP, LLC: _____
Jay Ratelle, Vice President of Operations

Warranty issue date: _____

ForeverLawn®



Closed Loop Warranty System - A warranty you can trust

A warranty is only as good as the company behind it. That is why the ForeverLawn warranty is the best in the industry.

With over ten years and tens of thousands of successful projects, ForeverLawn is proud to offer another ground-breaking industry first: the ForeverLawn Closed Loop Warranty System (CLWS).

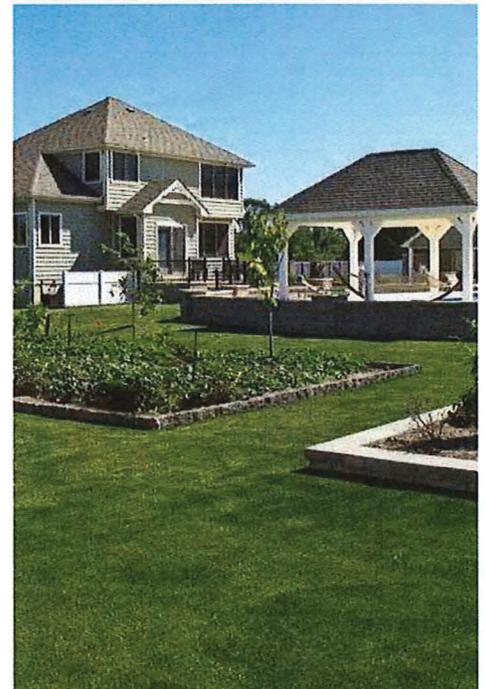
What makes our warranty superior?

- **Ultimate satisfaction**
- **True peace of mind**
- **Online warranty registration**
- **Superior tracking**
- **Full transferability**
- **Closes the loop between customer, installer and manufacturer**
- **From a company older than the warranty being offered**

The ForeverLawn CLWS isn't just a collection of words on paper, it is a thorough warranty system backing up a superior synthetic grass product. What else would you expect from a company built on integrity, quality, and innovation?

Our commitment goes beyond the paper.

Grass without limits.™



"Because integrity is a core value of ForeverLawn, we stand behind every promise we make."



Playground Turf
by
Irvine Wood Recovery

Limited Warranty

This limited warranty applies to Irvine Wood Recovery's Engineered Wood Fiber product Playground Turf.

Playground Turf is warranted to meet the following specifications:

IPEMA Certified to ASTM F1292-04
Head Impact Attenuation Testing

IPEMA Certified to ASTM F 2075-04
Sieve Analysis Testing
Tramp Metal Testing, ASTM 2075/4.6

ADA WHEELCHAIR ACCESSIBILITY
ASTM F1951-99

Tested to 12" of thickness from a 12' fall height

100% Pre-Consumer Recycled Virgin Material

3,000,000 Liability Insurance



AGENDA ITEM

101



To: Honorable Mayor and Village Council

Date: October 5, 2020

From: Gregory H. Truitt, Interim Village Manager

Re: Resolution Authorizing
FY2020-2021 Special Events
Master List and Funding

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; RECOMMENDING THE FY2020-2021 SPECIAL EVENTS MASTER LIST FOR APPROVAL, AND FURTHER AUTHORIZING THE MANAGER TO DIRECT THE PARKS AND RECREATION DEPARTMENT TO BEGIN THE PLANNING AND SECURING OF COMPONENTS FOR ALL SPECIAL EVENTS TO BE CONDUCTED IN FY2020-2021, IN AN AMOUNT NOT TO EXCEED \$15,000 AND AS APPROVED IN THE FY2020-2021 ANNUAL PARKS AND RECREATION, SPECIAL EVENTS BUDGET; AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration*)

BACKGROUND AND ANALYSIS:

The Department of Parks & Recreation is responsible for the planning and coordination of a myriad of special events throughout the year. The final master list of annual event offerings are a result of Village Council review and approval including the necessary funding allocation. Many required event components must be secured months in advance to ensure the success of respective activity. It is therefore recommended that in addition to the Village Council approval of the Master List, further authorization is granted the Village Manager in directing the Parks and Recreation Department to begin the planning as may be necessary to secure the needed event components for all special events scheduled for FY2020-2021. Adherence to current budgetary restraints shall be

Re: Resolution Authorizing
FY2020-2021 Special Events

followed as to not exceed the approved \$15,000 allocation for the FY2020-2021 Parks and Recreation Special Events budget.

FISCAL/BUDGETARY IMPACT:

The budgetary impact is accounted for in the FY2020-2021 Parks & Recreation Special Events Budget (\$15,000).

RECOMMENDATION:

Approval is recommended.

Attachment(s):

- Attachment A - FY2020-2021 Special Events Master List

1 **Section 1.** The proposed FY2020-2021 Special Events
2 Master List is hereby approved with a budget allocation not to
3 exceed \$15,000.

4
5 **Section 2.** The Village Manager is hereby authorized to direct the
6 Parks and Recreation Department to begin the planning as may be
7 necessary to secure the needed event components for all special
8 events scheduled for FY2020-2021.

9
10 **Section 3.** This resolution shall take effect immediately upon its
11 adoption.

12
13 **PASSED and ADOPTED** this 5th day of October, 2020.

14
15 Attest:

16
17 _____
18 Missy Arocha
19 Village Clerk

Karyn Cunningham
Mayor

20
21 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE**
22 **USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,**
23 **FLORIDA ONLY:**

24
25 _____
26 John Dellagloria
27 Village Attorney

28
29 **FINAL VOTE AT ADOPTION:**

30
31 Council Member Patrick Fiore _____

32
33 Council Member David Singer _____

34
35 Council Member Marsha Matson _____

36
37 Vice-Mayor John DuBois _____

38
39 Mayor Karyn Cunningham _____

PARKS RECREATION DEPARTMENT
2020-21 SPECIAL EVENTS AND PROGRAMS

ATTACHMENT A

Proposed Dates	Oct-20			
2020	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
TBD	Principal's Welcome Breakfast/Virtual-Breakfast Baskets for Schools	Thalatta Estate	8:30am-10:00am	\$ 650.00
Friday, 10/30/2020	Live Streaming Pumpkin Carving Contest	Thalatta Estate	7:00pm-9:00pm	\$ 100.00
Saturday, 10/31/2020	Halloween Trunk-or-Treat Drive-Thru/Decoration Contest	TBD	5:00pm-7:00pm	\$ 1,500.00
			TOTAL OCT-20	\$ 2,250.00
	Nov-20			
2020	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Wednesday, 11/11/2020	Veterans Day Breakfast & Assembly/Virtual Lunch Boxes for Veterans*	Palmer Trinity	7:45am-10:00am	\$ -
Wednesday, 11/18/2020	First Responders Appreciation Day Brunch/ Breakfast Deliveries to PD & (2) Firehouses*	Village Hall	10:30am-1:30pm	\$ -
Saturday, 11/7 or 21/2020	State of the Village Address/Virtual SOV	Thalatta Estate	6:00pm-9:00pm	\$ 3,000.00
			TOTAL NOV-20	\$ 3,000.00
	Dec-20			
2020	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Saturday, 12/5/2020	Light Up Your Holidays/Virtual Tree Lighting & Decor	Village Hall	5:00-9:00pm	\$ 6,550.00
Thursday, 12/10/2020-12/18	Menorah Lighting Ceremony/Virtual	Village Hall	6:00-7:30pm	\$ -
			TOTAL DEC-20	\$ 6,550.00
	Jan-21			
2021	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Friday, 2/15/2021	Arbor Day Tree Planting Ceremony/Virtual Contest	PBP	10:00am-11:00am	\$ 100.00
			TOTAL JAN-21	\$ 100.00
	Feb-21			
2021	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Saturday - Sunday, 2/5-2/6/2021	Camping in the Park & Movie Night/Virtual Backyard Camping	Coral Reef Park	10:00am-10:00am	\$ 1,250.00
TBD	Kick CF Celebrity Kickball Tournament **	Palmetto Bay Park	TBD	\$ -
			TOTAL FEB-21	\$ 1,250.00
	Mar-21			
2021	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Friday, 3/5/2021	Bike305-Bike to Work Day	Village Hall	6:30am-11:00am	\$ -
Saturday, 3/6/2021	18th Annual Picnic Celebration/Virtual-??	Coral Reef Park	11:00am-2:00pm	
Sunday, 3/7/21	Run, Walk or Stroll 2k Samantha's Purpose **	Coral Reef Park	TBD	\$ -

**PARKS RECREATION DEPARTMENT
2020-21 SPECIAL EVENTS AND PROGRAMS**

Saturday, 3/13/2021	American Cancer Society-Relay for Life /Virtual Drive Thru **	Coral Reef Park	2:00pm-9:00pm	\$ -
Thursday - Saturday, 3/19-3/21/2021	Florida Fast Pitch Invitational (formerly SLAM Fest)**	Palmetto Bay Park	TBD	\$ -
			TOTAL MAR-21	\$ -
	Apr-21			
2021		LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Saturday, 4/17/2021	Environmentalist of the Year Award & Tree Planting	PCH	7:00pm-9:00pm	\$ 200.00
Saturday, 4/24/2021	Tree Giveaway - Shade Palmetto Bay	Ludovici Park	8:00am-11:00am	\$ 1,000.00
TBD	Earth Day Movie Night/Drive-In Movie	Village Hall	TBD	\$ 650.00
			TOTAL APRIL-21	\$ 1,850.00
	Jul-21			
2021	DESCRIPTION	LOCATION	EVENT TIME	Proposed Virtual Events/Programs Budget
Sunday, 7/4/2021	Independence Day Celebration/Virtual *	Village Hall	6:00pm-9:00pm	\$ -
			TOTAL JULY-21	\$ -
	TOTAL			\$ 15,000.00
	* Event cost fully covered by Sponsors/Vendors			
	**Events hosted by third party			



AGENDA ITEM

13A

- 1 (2) Proclamations, awards, presentations (subject to
2 repositioning pursuant to section 2-44);
3 (3) Approval of minutes;
4 (4) Requests, Petitions and Public Comment;
5 (5) Village Manager's Report;
6 (6) Village Attorney's Report;
7 (7) Village Clerk's Report;
8 (8) Board and Committee Reports;
9 (9) Emergency Ordinances;
10 (10) Ordinances for Second Reading;
11 (11) Ordinances for First Reading;
12 (12) Resolutions requiring Public Hearing;
13 (13) Resolutions with Public Comment;
14 (14) Consent Agenda;
15 (15) Other Business;
16 (16) Council Comments;
17 (17) Next meeting and adjournment.
18

19 **Section 2. Conflicting Provisions.** The provisions of the
20 Code of Ordinances of the Village of Palmetto Bay, Florida and all
21 ordinances or parts of ordinances in conflict with the provisions of this
22 ordinance are hereby repealed.
23

24 **Section 3. Severability.** The provisions of this Ordinance
25 are declared to be severable, and if any sentence, section, clause or
26 phrase of this Ordinance shall, for any reason, be held to be invalid or
27 unconstitutional, such decision shall not affect the validity of the
28 remaining sentences, sections, clauses or phrases of the Ordinance, but
29 they shall remain in effect, it being the legislative intent that this
30 Ordinance shall stand, notwithstanding the invalidity of any part.
31

32 **Section 4. Codification.** It is the intention of the Village
33 Council and it is hereby ordained the provisions of this Ordinance shall
34 become and be made part of the Code of Ordinances of the Village of
35 Palmetto Bay, Florida, that sections of this Ordinance may be
36 renumbered or re-lettered to accomplish such intentions, and that the
37 word "Ordinance" shall be changed to "Section" or other appropriate
38 word.
39

1 **Section 5. Effective Date.** This Ordinance shall take effect
2 immediately upon enactment upon Second Reading.

3
4 First Reading: _____

5
6 Second Reading: _____

7
8 **PASSED and ENACTED** this ____ day of _____, 2020.

9
10
11 Attest: _____

12 **Missy Arocha**
13 **Village Clerk**

14 _____ **Karyn Cunningham**
15 **Mayor**

16 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
17 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

18
19
20 _____
21 **John C. Dellagloria, Esq.**
22 **Village Attorney**

23
24
25 **FINAL VOTE AT ADOPTION:**

26
27 Council Member Patrick Fiore _____

28
29 Council Member David Singer _____

30
31 Council Member Marsha Matson _____

32
33 Vice-Mayor John DuBois _____

34
35 Mayor Karyn Cunningham _____



AGENDA ITEM

13B

1 present; 4/5 if five members are present) of the members present at a
2 meeting.

3 No more than two meetings a day may be scheduled and
4 cannot exceed more than a total of three (3) hours in the aggregate. In
5 the event two meetings are scheduled, they must be continuous and
6 there shall be no more than a ten (10) minute recess before the second
7 meeting is called to order.

8
9 **Section 2. Conflicting Provisions.** The provisions of the
10 Code of Ordinances of the Village of Palmetto Bay, Florida and all
11 ordinances or parts of ordinances in conflict with the provisions of this
12 ordinance are hereby repealed.

13
14 **Section 3. Severability.** The provisions of this Ordinance
15 are declared to be severable, and if any sentence, section, clause or
16 phrase of this Ordinance shall, for any reason, be held to be invalid or
17 unconstitutional, such decision shall not affect the validity of the
18 remaining sentences, sections, clauses or phrases of the Ordinance, but
19 they shall remain in effect it being the legislative intent that this Ordinance
20 shall stand notwithstanding the invalidity of any part.

21
22 **Section 4. Codification.** It is the intention of the Village
23 Council and it is hereby ordained the provisions of this Ordinance shall
24 become and be made part of the Code of Ordinances of the Village of
25 Palmetto Bay, Florida, that sections of this Ordinance may be
26 renumbered or re-lettered to accomplish such intentions, and that the
27 word "Ordinance" shall be changed to "Section" or other appropriate
28 word.

29
30 **Section 5. Effective Date.** This Ordinance shall take effect
31 immediately upon enactment upon Second Reading.

32
33 First Reading: _____

34
35 Second Reading: _____

36
37 **PASSED and ENACTED** this ____ day of _____, 2020.

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39

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Attest:

Missy Arocha
Village Clerk

Karyn Cunningham
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

John C. Dellagloria, Esq.
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	_____
Council Member David Singer	_____
Council Member Marsha Matson	_____
Vice-Mayor John DuBois	_____
Mayor Karyn Cunningham	_____



AGENDA ITEM

13C

1 **FINAL VOTE AT ADOPTION:**
2
3 Council Member Patrick Fiore _____
4
5 Council Member David Singer _____
6
7 Council Member Marsha Matson _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Karyn Cunningham _____



AGENDA ITEM

13D



To: Honorable Mayor and Village Council

Date: October 5, 2020

From: Greg Truitt /Interim Village Manager

Re: Building Permit Fees

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMIT FEES; AMENDING APPENDIX A OF SECTION 32-2 OF THE CODE OF ORDINANCES TO RECTIFY THE INTENT OF THE INTERIM PROPRIETARY GENERAL SERVICES FEE REQUIRED FOR ALL DEVELOPMENT PROJECTS, REGARDING FEES REQUIRED FOR MULTI-UNIT RESIDENTIAL AND COMMERCIAL BUILDINGS; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor John DuBois)*

BACKGROUND AND ANALYSIS:

In 2008, the Village Council adopted Ordinance 08-22, which established the fee schedule for development order requests, such as building permits. Ordinance No. 2018-06 was passed and adopted on May 7th, 2018 by the Village Council. This item is intended to clarify and resolve some questions brought forward by developers. The proposed fee is applicable to all multi-unit residential and commercial buildings and has been applicable since 2018. With this clarification, the Village expects to have less challenges from builders and more clarity on how the fee is applied.

These said fees are established for the purpose of recovering the costs associated with the service delivery and the impact of development. Some of these associated services include, but are not limited to, police protection, fire protection, parks and recreational facilities, library facilities and services, capital projects and administrative services.

The purpose of the interim proprietary and general services fee is to reimburse the village for the costs in providing services to newly improved property prior to the imposition of ad valorem taxes on the improved property. The fee is not in any manner, directly or indirectly, an ad valorem tax, nor is the amount of the fee established in this article related in any way to the valuation of the property receiving such services. This fee is charged from the time an issuance of either a Temporary Certificate of

Occupancy (TCO) or a Certificate of Occupancy (CO), whichever is first, and occupies the building until the improvements are reflected on the tax roll as of the ensuing January 1, services are provided for which the village receives no remuneration. The Village Council desires to amend Appendix A of Section 32-2 of the Code of Ordinances to include and revise the intent of the fee to be known as the Interim Proprietary and General Services fee.

FISCAL IMPACT:

Fiscal Impact of this resolution varies depending on the number of development projects completed and time of completion. This is a positive fiscal impact for the Village.

RECOMMENDATION: Approval.

ATTACHEMENTS:

A: Appendix A Section 32-2 of the Code of Ordinance.

1 directly or indirectly, an ad valorem tax, nor is the amount of the fee
2 established in this article related in any way to the valuation of the
3 property receiving such services; and
4

5 **WHEREAS**, from the time an issuance of either a Temporary
6 Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO),
7 whichever is first, and occupies the building until the improvements
8 are reflected on the tax roll as of the ensuing January 1, services are
9 provided for which the village receives no remuneration; and
10

11 **WHEREAS**, the Village Council desires to amend Appendix A of
12 Section 32-2 of the Code of Ordinances to include and revise the
13 intent of the fee to be known as the Interim Proprietary and General
14 Services fee.
15

16 **NOW, THEREFORE, BE IT ENACTED BY THE VILLAGE**
17 **OF PALMETTO BAY, FLORIDA, THAT:**
18

19 **Section 1.** Appendix A – Fee Schedule of Section 32-2 of the
20 Code of Ordinances shall be amended as follows:
21

22 Building Permit Fees:
23

<u>Code</u>	<u>Building Permit Fees</u>	<u>Building</u>
<u>BP02CO</u>	<u>Interim Proprietary and General Services</u>	<u>\$0.03 per</u>
	<u>SF</u>	
	<u>(required for all building permit applications,</u>	
	<u>assessed and charged month to month from the time an</u>	
	<u>issuance of the initial Temporary Certificate of Occupancy</u>	
	<u>(TCO) or a Certificate of Occupancy (CO), whichever is</u>	
	<u>first, until ad-valorem taxes are assessed). The calculation</u>	
	<u>and assessment is from the first day of the month following</u>	
	<u>the date upon such certificate of occupancy is issued until</u>	
	<u>the ensuing January 1, or until such time as the</u>	
	<u>improvement necessitating said certificate of occupancy is</u>	
	<u>assessed by the Miami Dade County Property Appraiser</u>	
	<u>and extended on the tax roll, whichever occur later. (square</u>	
	<u>feet are calculated as the total building area including</u>	

1 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
2 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
3 FLORIDA ONLY:
4
5
6

7 _____
8 **John C. Dellagloria, Esq.**
9 **Village Attorney**
10

11
12 **FINAL VOTE AT ADOPTION:**

13
14 Council Member Patrick Fiore _____
15
16 Council Member David Singer _____
17
18 Council Member Marsha Matson _____
19
20 Vice Mayor John DuBois _____
21
22 Karyn Cunningham _____

ATTACHMENT A

APPENDIX A -Section 32-2- FEE SCHEDULE 2020

Code	BUILDING PERMIT FEES	Building Fee
BP102A	Upfront processing fee non-refundable (Required for all permit applications)	\$104.50
BP102B	Minimum fee for all Building Permits (Greater than \$2,000.00 in cost)	\$149.15
BP102CO	Interim Proprietary and General Services (required for all permit applications and charged month to month from the time an issuance of the initial Temporary Certificate of Occupancy (TCO) or a Certificate of Occupancy (CO), whichever is first, until ad-valorem taxes are assessed). Square feet are calculated as the total building area including livable and service areas).	\$0.03 per SF
	New Building/additions (residential) New construction for single family residences including all trade associated fees:	
BP107	0—500 square feet	\$1,065.90
BP108	501 square feet or greater (maximum fee amount \$150,000.00)	4% of cost
	Alterations (residential):	
BP111A	Kitchen or Bath (New Cabinets and/or Replacement of fixtures) up to \$25,000.00 cost	\$619.40
BP111B	Kitchen and Bathroom Remodeling combined up to \$25,000.00 cost	\$884.45
BP110	All other Alterations exceeding \$25,000.00 (maximum fee amount \$125,000.00)	3.8% of cost
BP113	Repairs due to Fire Minimum fee	\$568.10
BP114	Repairs due to Fire (maximum fee amount \$250,000.00)	4% of cost
BP126	Shade Houses per 100 square feet or fractional part thereof	\$84.55
	Tents (10'×10' or greater): (Inclusive Electrical & Plumbing Permits)	

BP130	0—300 square feet	\$248.90
	301 square feet or greater	\$429.40
	New Construction/Additions— Commercial (per sq. ft.), includes permit fees for all trades:	
BP112	0—1,000 sq. ft.	\$713.00
	1,001 sq. ft. or greater (maximum fee amount \$500,000.00)	5% of cost
	New Construction (Shell only)— Commercial (per sq. ft.) includes permit fees for all trades:	
BP112A	0—1,000 sq. ft.	\$475.00
	1,001 sq. ft. or greater (maximum fee amount \$350,000.00)	3% of cost
BP112B	Alterations—Commercial Minimum fee	\$760.00
	Alterations—Commercial (maximum fee amount \$500,000.00)	5% of cost
RP113	Parking lots—Minimum fee:	\$167.00
RP114	Resurfacing of parking lots	\$.05/sq. ft.
RP115	Resealing of parking lots	\$.03/sq. ft.
	Slabs:	
RP116	Driveway/Slabs only (Residential)	
	a) 0—500 square feet	\$94.50
	b) 501 and above	\$150.95
RP116B	Each Approach (Residential)	
	a) Up to two approaches	\$59.25

	b) 3 rd approaches or more	\$107.25
RP116C	Sidewalk only (Residential per residence)	\$68.25
	Roofing/Re-Roofing/Roof repair:	
RF01	Minimum fee/Upfront fee	\$113.05
RF02	All roof types	\$0.156/sq. ft.
	Fences and/or Walls:	
	Wood or chain link fences	
RP118A	Temporary Fence Fee (commercial/construction fencing)	\$157.00
RP118	Minimum Fee	\$150.00
RP117	0—500 linear feet	\$0.52/lin. foot
	Per additional 500 linear feet increment	\$210.00
RP119	Masonry or Ornamental iron fences	\$631.75
	Per 100 linear feet or increment thereof	\$167.20
	Swimming Pool, Spas and Hot Tubs (inclusive of all trade permits):	
SP01	a) Pools, Spas and deck (residential)	\$677.25
	b) Pools, Spas and deck (commercial)	\$1,425.00
SP01A	Spa/hot tub only	\$463.50
SP02	Repair of swimming pool/spa per trade required	\$107.25
SP04	a) Pool Resurfacing (residential)	\$82.50
	b) Pools, Spas and deck (commercial)	\$236.00

	Demolition of Building (per structure):	
DP01	Interior demolition only (residential)	\$429.40
DP02	Partial demolition (commercial)	\$903.00
DP03	Total demolition	\$1,330.00
	Installation or Replacement of Windows or Doors:	
Wn01	Minimum Fee (up to 10 openings)	\$158.65
Wn01A	Each additional opening	\$5.20
SD20	Ornamental Iron Security bars	\$171.95
	Screen Enclosures/Canopies/Awnings and Aluminum Roofs:	
BP135	Screen Enclosures	\$429.40
BP136	Free standing canopies/Trellises	\$203.30
BP137	Awnings/Canopies (Minimum fee \$175.00)	\$36.10/awning
BP138	Repair Awnings and Canopies (Minimum fee \$175.00)	\$22.80/awning
BP140	Temporary Trailer for Construction (1 year permit)	\$713.00
BP141	Trailer Tie Down	\$143.00
BP142	Renewal Permit for Trailer	\$475.00
*****	Sign Permit Fee	
SI01	Fee per sign (up to 3 signs per fee) Non-Electrical	\$ 380.00
EL50	Electrical fee for signs (up to 3 signs per fee) (Inclusive of Electrical)	\$404.00
	Shutters	

WN05	Up to 10 openings	\$126.35
	11 openings or greater	\$8.55/opening
CH01	Chickee Hut (no trades)	None
RG01	Gutters (Residential)	\$135.85
BP125	Utility Sheds (All sizes)	\$126.35
	Stand-by generators (inclusive of all trade fees)	
GP01	20 kw or less	\$555.75
GP02	21 kw or greater	\$902.50
BP106A	All work whose value does not exceed \$500.00 (all inclusive)	\$47.50
BP106B	All work whose value exceeds \$501.00 but less than \$1,000.00 (all inclusive)	\$80.75
BP106C	All work whose value exceeds \$1,001.00 but less than \$2,000.00 (all inclusive)	\$142.50
	Temporary Platforms and Bleachers for Public Use (three months or less)	
BP131	For every 100 sq. ft. of platform or seating area	\$10.00
	New Construction other than specified	
BP112C	Minimum fee \$250.00 (maximum fee amount \$500,000.00)	6% of Building Cost
BP112D	Flooring Fee (Commercial per unit)	\$118.75
	GENERAL INFORMATION ON SPECIAL FEES, REFUNDS, EXTENSIONS, AND CANCELLATIONS:	
BP01	DOUBLE FEES: When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be	Double permit fee plus \$100.00

	required to pay an additional fee of 100% of the usual permit fee in addition to the required permit fee established herein plus \$100.00 as per code of Miami-Dade County Chapter 8 Section 8-12 (c). The payment of the required fee shall not relieve the applicant of other penalties established by law. The double fee requirement shall be applicable to all division of the building department.	
BP02	For second offense of doing work without a permit, the permit applicant shall be required to pay twice the double permit fees plus \$200.00	Double permit fee plus \$200.00
BP03	Each offense thereafter, the permit applicant shall be required to pay twice the double permit fee plus \$500.00	Double permit fee plus \$500.00
BP05A	LOST PLANS AND PERMIT CARD FEE:	
	LOST PLANS: When plans for new buildings and additions are lost by the owner or contractor, a recertification fee will be required to review, stamp and approve a new set of plans as a field copy.	Cost of reproduction and 30% of original permit fee
BP12	LOST PERMIT CARD FEE: A replacement fee shall be charged for loss of a permit inspection record card after a permit has been issued.	\$45.60
	REFUNDS, TIME LIMITATION, CANCELLATIONS:	
BP14	The fees charged pursuant to this schedule, may be refunded by the Village of Palmetto Bay, subject to the following:	
	a. No refunds shall be made on requests involving:	
	1. Permit fees for \$100.00 or less; or	
	2. Permits revoked by the building official or the director of the building department under the authority granted by the Florida Building Code, or permits cancelled by court order, or conditions permits; or	
	3. Permits which have expired; or	
	4. Permits under which work has commenced as evidenced by any recorded inspection having been made by the building department; or	

	5. The original permit holder when there is a change of contractor; or	
	6. Upfront fees	
BP15	b. A full refund less \$100.00 or 50% of the permit fee, whichever is greater, rounded to the nearest dollar, shall be granted to a permit holder who: Requests a refund, provided;	
	1. That the building department received a written request from the permit holder prior to the permit expiration date; and	
	2. That the permit holder submits with such request that the applicant's validated copy of such permit; and	
	3. That no work has commenced under such permit as evidenced by any recorded inspection and/or field inspection.	
BP16	Where there is a change of contractor or qualifier involving a permit, the second permit holder shall apply a fee to cover the cost of transferring the data from the original permit to the second permit.	\$158.65
BP17	c. A fee shall be paid by the permit holder who submits a written request for a permit extension as authorized under the Florida Building code.	\$90.25
BP18	d. Where a permit has been found null and void pursuant to Florida Building Code, a credit of fifty percent (50%) of the permit fee shall be applied to any reapplication fee for a permit covering the same project and involving the same plans, provided that the complete reapplication is made within six (6) months of the expiration date of the original permit, and provided that no refund had been made as provided in this section.	50% of the original permit fee
BP117	e. A fee of \$200.00 shall be charged to renew and close expired permits previously issued by the Miami-Dade County, provided that the applicant submits to the Village of Palmetto Bay's building official an affidavit from a registered architect or engineer that satisfies the requirements of the Florida Building Code to renew and close the expired permit, and that the affidavit includes evidence that the construction was completed to March 1, 2002.	\$180.50

BP117a	f. A fee of \$50.00 shall be charged for each site inspections to close expired Miami-Dade County permits where the work was never initiated, and a building permit or an engineering or architect letter is not required, pursuant to e. above.	\$46.55
BP-04	INSPECTIONS/PLAN REVIEWS REQUIRING OVERTIME:	\$380.00 on a regular weekends or \$665.00 holiday weekends
	g. Charges for construction inspections or plan reviews, which are requested shall be paid in advance.	
BP-04a	Partial inspection requests shall incur an additional fee per inspection	\$72.00
BP-04b	Re-inspection Fee (currently \$95.00) each	\$ 95.00
	FEES BASED ON ESTIMATED COST-DOCUMENTATION REQUIREMENTS: The Building Department may require the permit applicant to submit appropriate documentation, fully executed, as proof of estimated cost of construction used to compute permit fees.	
BP11	ENFORCEMENT (Applicable to all trades): Florida Statue 553.80 Enforcement "Section 2(b)-With respect to evaluation of design professionals' documents, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code and issue a permit, to reject design documents required by the code three or more times for failure to correct a code violation specifically and continuously noted in each rejection, including but not limited to, egress fire protection, structural stability, energy accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems; or other requirements identified by rule of Florida Building Commission adopted pursuant to Chapter 12, the local government shall impose, each time after the third such review the plans are rejected for the code violation, a fee of four times the amount of the proportion of the permit fee attributed to plans review."	\$167.00
BP04	ENFORCEMENT (Applicable to all trades): "Section 2(c)- With respect to inspections, if a local government finds it necessary, in order to enforce compliance with the Florida Building Code, to conduct any inspection after an initial inspection and one subsequent re-inspection of any project or activity for the same code violation specifically and continuously noted in each rejection,	\$95.00

	including but not limited to egress, fire protection, structural stability, energy, accessibility, lighting, ventilation, electrical, mechanical, plumbing and gas systems, or other requirements identified by rule of the Florida Building Commission adopted pursuant to Chapter 120, the local government shall impose a fee of four times the amount of the fee imposed for the initial inspection or first re-inspection, whichever is greater for each such subsequent re-inspection."	
	40 YEAR CERTIFICATION:	
BP127	40 year certification under Chapter 8 of the Miami-Dade County Code Review	\$428.00
BP128	a) Re-Certification at 10 year intervals thereafter	\$428.00
BP129	b) Extension request for a permit not to exceed 30 days	\$95.00
	LIEN SEARCHES:	
BP118	a) Regular (3—5 days)	\$48.00
BP099A	b) Express (next day)	\$143.00
	REVISIONS:	
BP10A	a) Minor revisions	\$143.00
BP10B	b) Minimum fee per trade with a maximum of 50% of original permit fee or \$1,000.00	\$75.00 per trade
	CERTIFICATE OF OCCUPANCY/COMPLETION:	
	Single Family Residence, Townhouse (each unit), Duplex each unit (C.O.)	\$63.65
	Apartments, Hotels, Multiple Family Uses:	
CO03	a) 2 to 50 units	\$140.00
	b) 51 to 100 units	\$186.00

	c) 101 or more units	\$231.00
CO07	d) Private School, Day Nursery, Convalescent and Nursing Home, Hospital, Assisted Living Facility (ALF) and developmentally disabled home care	\$285.00
	e) All Commercial Entities	
	Commercial/Industrial:	
CO09	Per sq. ft. of Business Area	\$0.10
CO09A	Minimum Fee	\$190.00
	Building Shell Commercial (New Construction) (C.C.):	
CO15	Building and Unit Shell	\$143.00
CO16	Occupancy without C.O./C.C. a) (In Violation)	\$236.00 plus a double CO/CC
CO17	Temporary Certificate of Occupancy (per 60-day interval)	\$190.00
BP23	a) Building Code Compliance Fee (Miami-Dade Compliance) \$0.60 per every \$1,000.00 of value of construction.	As per the latest MDC Code Ordinance Chapter 8-12 as updated
BP-21A BP-21B BP21A BP21B	EFFECTIVE October 1, 2010, a Florida Building Code Enforcement Surcharge (F.S. 553.721) and Building Code Administration and Inspection Fee (F.S. 468.631) shall be added to each permit equal to 3% of any building permits, mechanical, electrical, and plumbing permits, etc., with a minimum fee of \$2.00 per permit.	As per the latest Florida Statutes 468.631 and 553.721
	SHOP DRAWING REVIEW:	
SD01	a) Trusses/Steel Structures	\$40.85
SD02	b) Precast/Prestress (Roof-Floor-Walls)	\$40.85

SD03	c) Overhead Doors each	\$16.15
SD04	d) Skylights each	\$16.15
SD05	e) Hand Rails/Stair Rails per linear feet	\$16.15
SD06	f) Storefront/Fixed Glazing (Under 8 feet high by 4 feet wide) each 100 square feet or part	\$12.35
SD07	g) Walk-in Coolers each	\$167.00
BP099	EXPRESS PERMIT FEE	\$25.00

Code	PLUMBING PERMIT FEES	Building Fee
PL04	Upfront Fee	\$104.50
PL07	Minimum Plumbing or Gas fee	\$104.50
PL05	Fixture rough or set	\$8.55
	Settling tanks, gas or oil interceptors and grease traps & Septic tank	
PL08	Residential or Commercial	\$86.45
PL10	Sewer connection	\$86.45
PL19	Irrigation system per zone	\$20.90
PL15	Water service connection per meter	\$13.30
	Swimming Pools	
PS04	Swimming pool heater	\$86.45
PS05	Swimming pool repair	\$102.60

PS-06	Swimming Pools commercial (repair)	\$236.00
PL17	2" or less water service backflow assembly	\$68.40
PL18	2½" or greater water service backflow assembly	\$113.05
PL20	Solar panel (replace or additional) 10 kw or less	\$90.25
PL21	Solar panel (replace or additional) 11 kw or greater	\$406.60
PL22	Water heater replacement	\$45.60
	Wells	
PL26	1½ horse power or less	\$104.50
PL27	Greater than 1½ horse power	\$262.20
	Natural Gas or a liquefied petroleum	
GS05	For each meter (new or replacement)	\$8.55
GS04	For each outlet or appliance (Commercial)	\$14.00
GS08	Underground and above ground L.P. gas tanks at a single location	\$99.75
GS09	Gas water heater replacement	\$45.60
GS10	Gas Repair	\$58.90
	Water treatment plants, pumping stations, sewer treatments and lift stations	
PL32	Lift station	\$475.00
PL33	Sewage ejector	\$124.00
	Storm/sanitary utility/collector lines for building drain lines	
PL41	Minimum Fee includes first 30 feet	\$14.00

	Each additional 10 feet or portion thereof	\$10.00
	Manhole or Catch basin	
PL42	Minimum Fee	\$167.00
PL43	Each additional manhole or catch basin	\$24.00
	Temporary Toilets	
PL50	Minimum Fee	\$95.00
PL51	Each additional toilet	\$9.00
PL52	Renewal fee	\$48.00
PL53	Mobile home connection	\$143.00
	Dental Vacuum lines	
PL60	Each chair	\$119.00
	Medical Gas line	
PL80	Installation per \$1,000.00 value	\$19.00
PS03	Sump Pumps, Re-circulating pumps, domestic pumps, vacuum pumps	\$24.00 each

Code	ZONING FEES	Building Fee
ZL-01	Zoning inspections fee/per application	\$45.60
ZL-02	Zoning letters residential	\$45.60
ZL-03	Zoning letters commercial	\$143.00
	Certificate of Use Inspection	

ZL-04a	Minimum fee	\$167.00
ZL-04b	Per square foot of unit	\$0.07
ZL-05	Special Event Inspection fee (for profit	\$72.00
	Landscape Plan review	\$83.75/hour min. fee \$262.50
ZL-06a	Residential	\$22.80
ZL-06b	Commercial	\$250.00
ZL-07	Waste Containers	\$100.00
ZL-08	Portable storage units per 30 days	\$50.00
ZL-09	Zoning Plan review remodeling	\$45.60
ZL-09a	Minimum fee	
ZL-09b	Maximum fee	\$45.60
ZL-10	Zoning plan review for new construction	\$68.40
ZL-10a	Minimum fee	
ZL-10b	Maximum fee	\$68.40
ZL-11	Zoning plan review fee for commercial per sq. ft.	\$0.14
ZL-11a	Minimum fee	\$110.00
ZL-11b	Maximum fee	\$285.00
ZL-12	Zoning plan review for alterations per \$1.00 of estimated cost or fraction thereof	\$48.00
ZL-12 a	Minimum fee	

ZL-12 b	Maximum fee	\$48.00
ZL-13	Alcohol license application fee	\$214.00
ZL-13 b	Annual renewal fee	\$72.00
ZL-13 b	special event alcohol license fee	\$72.00
ZL-14	Flood plain management plan review	\$95.00
ZL-15	Occupational license inspection fee	\$67.00

Code	ELECTRICAL PERMIT FEES	Building Fee
EL110	Upfront FEE	\$104.50
EL110A	Minimum Electrical Permit Fee inclusive of repair work	\$104.50
EL40	Roughing per Fixtures/Outlets	\$2.61
	Electrical Service	
EL01	Permanent service to building per each 100 amps or fraction thereof	\$8.55
EL06	Temporary service for construction per service	\$86.45
EL07	Construction field office service	\$190.00
EL07A	Minor panel repair	\$95.00
EL08	Reconnect meter	\$95.00
	Feeders (includes feeders to panels) M.C.C., switchboards, elevators, etc.	

EL05	Each feeder	\$19.00
EL05A	Generators, Automatic Transfer switches per 10 kw	\$14.00
	Temporary Service Test	
EL10	Equipment and service (30 day maximum) per service	\$90.25
EL11	Elevator (180 day maximum) per elevator	\$143.00
EL61	Free Standing Service	\$135.85
FD01	Fire Detection System	\$190.00
	Burglar Alarm System	
BA01	Complete <u>system</u> or repair (commercial only)	\$110.00
IS01	Intercom System	\$48.00
	Energy management System	
EP01	Per floor or repair	\$100.00
IS04	Closed Circuit TV	\$100.00
IS05	Vacuum System	\$100.00
IS06	Security System (card reader)	\$100.00
EL60	Temporary work on circuses, carnivals, fairs, Christmas tree lots, fireworks, tents, etc.	\$143.00
EL80	Ground Wire for Screen Bonding per installation	\$119.00
EL70	Conduit Duct Bank per linear foot	\$3.00
	<u>ALL OTHER WIRING AND OUTLETS:</u>	
EL24	Commercial equipment (cooking, generator, presses, transformer) per 100 KW	\$16.00

EL26	Motors (installation, repair or replacement)	\$19.00
EL27	Air Conditioning and Refrigeration system (new work) per ton	\$12.00

Code	MECHANICAL PERMIT FEE SCHEDULE	Building Fee
AC04	Upfront Fee	\$104.50
AC01	Minimum Fee	\$104.50
	A/C and refrigeration including replacement, relocation of equipment, and installation of new equipment	
AC05	Each ton	\$20.90
AC10	KW each	\$4.75
AC07	Drain each	\$7.13
	Storage tank for flammable liquids	
TK01	Per tank	\$309.00
	Furnace and heating equipment, including commercial dryers, ovens, and other fired objects not elsewhere classified (pool heater, boilers)	
AC08	Per KW	\$4.75
	Fire Sprinkler System:	
FS101	Per Standpipe	\$43.00
FS102	Per Sprinkler Head	\$2.00
FS103	Per hose rack or bob	\$19.00

FS104	Fire pump	\$180.00
FS105	Each 50 feet of underground piping or part thereof	\$38.00
	Internal Combustion Engines	
ME01	Stationary	\$143.00
	Commercial Kitchen Hoods	
HO01	Each	\$236.00
	Other fees	
FS100	Fire chemical halon and spray booths per system	\$181.00
ME100	Insulation, pneumatic tube, conveyor systems, pressure and process piping, sheet metal or fiberglass air conditioning ducts, cooling towers, mechanical ventilation per every thousand square feet	\$48.00
	BOILERS AND PRESSURE VESSELS:	
BO01	Boilers less than 837 MBTU, each	\$167.00
BO02	Boilers 837 MBTU to 6,695, each	\$190.00
BO03	Boilers 6,695 MBTU and up, each	\$285.00
BO10	Steam driven prime movers, each	\$115.00
BO12	Steam actuated Machinery, each	\$115.00
CP01	Unfired pressure vessels (operating at pressure in excess of 60 psi and having volume or more than 5 cubic feet, each	\$167.00
	FEES FOR PERIODIC INSPECTIONS:	
BO04	Steam boilers (annual) each	\$190.00
BO05	Hot water boilers (annual) each	\$95.00

BO06	Unfired pressure vessels (annual) each	\$95.00
BO07	Miniature Boilers (annual) each	\$95.00
BO08	Certificate of inspection (where inspected by insurance company) each	\$167.00
BO11	Shop inspection of boiler or pressure vessels per completed vessel	\$167.00

Code	ANNUAL FACILITY PERMIT FEES	Building Fee
	In accordance with provisions of the Florida Building Code and Chapter 10 of the Code of Miami-Dade County each firm or organization which performs its own maintenance work with certified maintenance personnel in Factory-Industrial (Group F) Facilities, as well as helpers there under, may pay to Palmetto Bay an annual master and Subsidiary Facility Permit (Premise Permit) - fee in lieu of other fees for maintenance work. Such fee shall be paid to the Building Department and such permit shall be renewed annually at a fee which is calculated in accordance with the provisions of this subsection.	
	(1) CALCULATION OF THE INITIAL MASTER FACILITY PERMIT FEE. Each firm or organization which obtains an annual master facility permit shall include in their application for such permit the total number of maintenance personnel, including helpers and trainees thereunder, assigned to building, electrical, plumbing or mechanical work. The Master Facility Permit (Premise Permit) fee shall be computed by multiplying the total number of such employees times the fee.	
	Master Facility Permit Fee (multiplying number of employees by fee)	\$50.00
	Minimum Master Facility Permit Fee	\$1,079.00
	(2) CALCULATION OF THE INITIAL SUBSIDIARY FACILITY PERMIT FEE. Each firm or organization, which utilizes decentralized locations in addition to the main location in addition to the main location described under Point 1 above, any additionally applied for Subsidiary Facility Permit (Premise Permit) for each such decentralized location. Such application for a Subsidiary Facility Permit (Premise Permit) shall include the same information required in Point 1 above.	

	Subsidiary Facility Permit Fee (multiply number of employees by fee)	\$58.00
	Minimum Subsidiary Facility Permit Fee	\$303.00
	(3) RENEWAL OF FACILITY PERMIT. Prior to each Facility Permit expiration, the holder will be sent a renewal notice to continue the Premise Permit for the next renewal period. The calculation of the renewal Premise Permit Fee shall be the same as the method used to calculate the original Facility Permit Fee. No allowances shall be made for late renewal fees or part year renewal fees.	
	ELEVATORS, ESCALATORS AND OTHER LIFTING APPARATUS:	
	Fee for original installation or major alternations and remodeling (includes initial inspection and Certificate).	
	PASSENGER AND FREIGHT ELEVATORS:	
EL01	New Elevator traction - each	\$998.00
EL02	New Elevator hydraulic - each	\$699.00
EL03	Freight Elevator - each	\$998.00
EL04	Residential Elevator - each	\$599.00
EL05	Escalator	\$399.00
EL06	Dumbwaiters each	\$200.00
EL07	Wheelchairs lift each	\$300.00
EL08	Man Lift each	\$499.00
EL09	Conveyors and all other lifting and transporting apparatus (except as otherwise provided) each drive	
EL10	Major alterations and remodeling for an elevator, first two landings	\$150.00
EL11	Each landing thereafter - per floor	\$15.00

EL12	Refinish cab interior (no electrical work)	\$200.00
EL13	Vertical Conveyor	\$300.00
EL14	Key Box each	\$85.00
	FEES FOR PERIODIC RE-INSPECTIONS:	
EL15	Dumbwaiters, wheelchair lifts and all other lifting and transporting apparatus Vertical conveyors (Annual inspection per code)	\$115.00