

RESOLUTION NO. 2014-__

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ATTORNEYS' FEES; APPROVING ATTORNEYS' FEES AND COSTS FOR LEHTINEN SCHULTZ RIEDI CATALANO FUENTE, PLLC IN THE AMOUNT OF \$4,883; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palmetto Bay engaged the law firm of Lehtinen Schultz Riedi Catalano Fuente, PLLC to provide Village Attorney legal services for the Village; and,

WHEREAS, Lehtinen Schultz Riedi Catalano Fuente, PLLC, submitted its statements to the Village for legal services rendered, and costs advanced, for the period ending August 31, 2014, in the amount of \$4,883.00; and,

WHEREAS, the amounts are reasonable and were necessarily incurred.

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

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

Section 2. Approval. The statements for attorneys' fees and costs received from Lehtinen Schultz Riedi Catalano Fuente, PLLC, in the total amount of \$4,883.00, copies of which are attached, are approved for payment.

Section 3. Effective Date. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this __ day of October, 2014.

Attest: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

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

5
6 _____
7 Dexter W. Lehtinen
8 Village Attorney
9

10 FINAL VOTE AT ADOPTION:

11
12 Council Member Patrick Fiore _____
13
14 Council Member Tim Schaffer _____
15
16 Council Member Joan Lindsay _____
17
18 Vice-Mayor John DuBois _____
19
20 Mayor Shelley Stanczyk _____

Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131

August 2014
Village of Palmetto Bay

Statement Period: **August 2014**
Client: Village of Palmetto Bay, Florida

<u>Date</u>	<u>Individual</u>	<u>Subject</u>	<u>Time</u>
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General Government

8-4	DL	Analyze procedures under Village Charter for amendment of Village Charter by initiative and referendum	1.1
8-20	DL	Agenda review meeting at Village Hall regarding upcoming September Village Council meeting; followed by meetings with Village Clerk and Village Manager on general issues	2.8
8-21	DL	Review Charter Officers contracts for methods of renewal and/or temporary extension and implications thereof	2.5

Zoning

8-5	DL	Review Palmer Trinity School zoning resolution and conditions imposed therein; analyze conditions compared to zoning code and other school requirements	2.3
8-7	DL	Analysis of various development conditions in prior zoning approval for Palmer Trinity School and issues regarding future application to amend zoning resolution conditions; study issues following meeting	1.9
8-12	DL	Review legal issues regarding restrictive covenants, zoning, and Comprehensive Development Master Plan (including Future Land Use Map) applicable to old Burger King property	2.4

(continued)

**Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131**

**August 2014
Village of Palmetto Bay**

(continued -- page two)

Zoning (continued)

- | | | | |
|------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 8-14 | DL | Review Palmer Trinity desire to amend zoning conditions; Meeting regarding Palmer Trinity development conditions in zoning resolution, with Planning Department and Palmer Trinity representatives and legal counsel | 1.8 |
| 8-15 | DL | Research relationship of CDMP and FLUM (Comprehensive Development Master Plan and Future Land Use Map) to underlying zoning, when zoning consistent with CDMP and FLUM i is rendered inconsistent by CDMP/FLUM amendments without zoning amendment (relevant to old Burger King property) | 2.2 |
| 8-20 | JC | Telephone conference with Simon Ferro regarding various matters relating to South Motors; further review of documents relating to same; communication with Brenda Fernandez counsel to South Motors regarding finalizing agreements and easements; follow-up correspondence | 1.3 |
| 8-28 | DL | Review issues regarding Palmer Trinity development conditions with Planning Department; review materials following meeting | 2.5 |

Litigation

- | | | | |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 8-6 | DL | Review Village Council action regarding conditions under which meetings discussing Palmer Trinity zoning litigation should be released to public (release of "shade sessions") | 1.7 |
|-----|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

(continued)

**Lehtinen Schultz Riedi Catalano Fuente
1111 Brickell Avenue, Suite 2200
Miami, Florida 33131**

**August 2014
Village of Palmetto Bay**

(continued – page three)

Litigation (continued)

8-15	CR	Prepare motion for mediation participation; confer with Lehtinen regarding various foreclosure litigation issues	1.0
8-19	DL	Conference call with attorney Hochman (representing Village in litigation with Palmer Trinity School) regarding current status of litigation and materials needed to update status of litigation; review files before call	2.2

Total Fees

Monthly total hours.....25.7.
Total fees due (@ \$190/hour.....\$ 4,883

Expenses

Total Reimbursable Expenses.....\$ 0.00

Total Amount Due (Fees and Expenses)

Total Fees.....\$ 4,883

Expenses (rounded to nearest dollar).....\$ 0

Total amount due (fees and expenses).....\$ 4,883

DL = Dexter Lehtinen
TS = Tom Schultz
CR = Claudio Riedi
JC = John Catalano
BF = Bob de la Fuente



To: Honorable Mayor and Village Council

Date: September 29, 2014

From: Ron E. Williams, Village Manager

Re: Acceptance of FDEP
Grant LP13203- Palmetto Bay

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ACCEPTING A GRANT IN THE AMOUNT OF \$300,000 FOR THE PURPOSE OF MAKING STORMWATER IMPROVEMENTS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay encompasses the eastern-most section of South Miami-Dade from SW 136th ST to SW 184th ST, and includes a large part of Biscayne Bay. This has made Palmetto Bay particularly vulnerable to the effects of weather conditions, including flooding and property destruction due to wind damage and salt intrusion. The Village completed its stormwater master plan which areas in need of improvement. The Stormwater Master Plan established by the Village of Palmetto Bay identified and prioritized seventeen (17) sub-basin locations in need of drainage improvements.

The Florida Department of Environmental Protection (FDEP) has granted the Village of Palmetto Bay funding in the amount of \$300,000 in Fiscal Year 2014-2015, to provide the necessary financial assistance required for construction of Sub-Basin 10 Drainage Improvements. Sub-Basin 10 is generally located south of SW 152nd Street North of SW 156TH Terrace, east of 89th Avenue, and west of SW 87TH Avenue and consists of approximately 41.5 acres of existing detached single-family residential development. Planning, drainage design, construction plans and permitting of Sub-Basin No. 10 were completed by Kimley-Horn and Associates in 2012 and is shovel ready for construction. The project proposed for funding involves the construction of catch basins and exfiltration trenches at the low points in roadway swales of the sub basin 10. Construction of this project will improve the quality of water and will mitigate the environmental hazards associated with stormwater runoff by reducing the loading pollutants into Biscayne Bay which is considered a "priority" surface water body.

The estimated cost for construction of Basin 10 stormwater improvements is estimated to cost \$730,000. Given that the Village of Palmetto Bay considers this area to be of high priority, we have therefore agreed to partner with FDEP by providing a cost share of \$430,000 which exceeds the 50% match. With this partnership in place, a total of \$730,000 will be available for 100% construction of this shovel ready stormwater project. The total grant period is expected to be two (2) years, with the Village of Palmetto Bay contributions scheduled to take place within the two (2) year timeline.

It is recommended that the Village Council approve a resolution accepting the grant award in the amount \$300,000 and further authorize the Village Manager to execute all the documents necessary for compliance with the agreement.

FISCAL/BUDGETARY IMPACT

The project will be funded with the \$300,000 grant awarded to the Village of Palmetto Bay by the Florida Department of Environmental Protection. The Village's 50% match of \$300,000 required to fund this project, and the additional \$130,000 contribution from the Village, will be funded from the from the Village's Stormwater Utility Revenue budget. The \$300,000 matching Stormwater Utility funds will be expended in accordance with the timeline and total budget by task specified in the agreement for Sub-Basin 10 stormwater improvement project.

RECOMMENDATION

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ACCEPTING A GRANT IN THE AMOUNT OF \$300,000 FOR THE PURPOSE OF MAKING STORMWATER IMPROVEMENTS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Environmental Protection (FDEP) has granted the Village of Palmetto Bay funding in the amount of \$300,000 in Fiscal Year 2014-2015, to provide the necessary financial assistance required for construction of Sub-Basin 10 Drainage Improvements; and

WHEREAS, Sub-Basin 10 is generally located south of SW 152nd Street North of SW 156TH Terrace, east of 89th Avenue, and west of SW 87TH Avenue and consists of approximately 41.5 acres of existing detached single-family residential development; and

WHEREAS, Planning, drainage design, construction plans and permitting of Sub-Basin No. 10 were completed by Kimley-Horn and Associates in 2012 and is shovel ready for construction; and

WHEREAS, Construction of this project will improve the quality of water and will mitigate the environmental hazards associated with stormwater runoff by reducing the loading pollutants into Biscayne Bay which is considered a "priority" surface water body; and

WHEREAS, the estimated cost for construction of Basin 10 stormwater improvements is estimated to cost \$730,000; and,

WHEREAS, the Village has agreed to partner with FDEP by providing a cost share of \$430,000 which exceeds the 50% match; and

WHEREAS, a total of \$730,000 will be available for 100% construction of this shovel ready stormwater project; and

WHEREAS, the Department of Public Works recommends that the Village Council approve a resolution accepting the grant award in the amount \$300,000 and further authorize the Village Manager to execute all the documents necessary for compliance with the agreement; and,

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

Section 1. The Village Manager is authorized to accept a grant award in the amount \$300,000 from FDEP and execute all the documents necessary for compliance with the agreement.

Section 2. This Resolution shall become effective immediately.

PASSED AND ADOPTED this ____ day of October, 2014.

Attest: _____
Meighan J. Alexander
Village Clerk

Shelley Stanczyk
Mayor

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

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Tim Schaffer _____

Council Member Joan Lindsay _____

Vice-Mayor John DuBois _____

Mayor Shelley Stanczyk _____



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

August 28, 2014

Ms. Corrice Patterson
Public Works Director
Village of Palmetto Bay
9495 Southwest 180th Street
Palmetto Bay, Florida 33157

Re: LP13203 - Palmetto Bay
Palmetto Bay Sub-Basin 10 Drainage Improvements

Dear Ms. Patterson:

Attached are the proposed grant agreement and attachments for the Village's stormwater improvement project.

Please have the Village Manager sign two copies, and return them to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. We will arrange for the documents to be signed and mail a fully executed original to the Village. If you have any questions, please call Sandy Waters at (850) 245-8382.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/sw

Attachments

cc: Kristy Bada - Village of Palmetto Bay
Ron Williams - Village of Palmetto Bay
Desmond Chin - Village of Palmetto Bay

**STATE FINANCIAL ASSISTANCE AGREEMENT
VILLAGE OF PALMETTO BAY
DEP AGREEMENT NO. LP13203**

**STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1668A OF THE 2014-2015
GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 2600 Blair Stone Road, MS 3505, Tallahassee, Florida 32399-2400 (hereinafter referred to as the "Department") and the VILLAGE OF PALMETTO BAY, whose address is 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (hereinafter referred to as "Grantee"), a local government under the laws of the State of Florida, to provide funds for the Palmetto Bay Sub-Basin 10 Drainage Improvements project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party."

In consideration of the mutual benefits to be derived from this Agreement, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A** (Project Work Plan), and all attachments and exhibits named and attached hereto, which are incorporated by reference.
2. This Agreement shall be effective on July 1, 2014 and end no later than July 31, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the effective date through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the services satisfactorily rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis an amount not to exceed \$300,000 toward the total estimated project cost of \$730,000. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Project Work Plan described in **Attachment A**, by amendment of this Agreement, to provide for the work that can be accomplished for the funding identified above.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes between deliverable budget categories not to exceed 10% of the total deliverable budget amount. The Department Grant Manager will transmit a copy of the written approval and revised budget to the Department Contracts Disbursements Office for inclusion in the Agreement file. Changes that exceed 10% of the total approved

deliverable budget will require a formal change order to the Agreement. Changes that transfer funds from one deliverable to another or that increase or decrease the total deliverable funding amount will require a formal amendment to the Agreement.

C. The Grantee shall request reimbursement for all eligible project costs upon receipt and acceptance of the deliverable(s) identified in **Attachment A**, utilizing a properly completed Disbursement Request Package (provided as **Attachment B**). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final Disbursement Request Package must be submitted to the Department no later than October 31, 2016, to assure the availability of funds for payment. The Disbursement Request Package must include:

(1) A completed Disbursement Request Form submitted by the Grantee's Grant Manager. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the amount expended for such work; and the person providing the service or performing the work and proof of payment of the invoices; and,

(2) A certification signed by the Grantee's Grant Manager as to the current cost of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased or performed and applied to the project; that all funds expended to date have been applied toward completing the Project; and,

(3) If construction is included in **Attachment A**, a certification by the Engineer responsible for overseeing construction is necessary. The certification must state that equipment, materials, labor and services represented by the construction invoices have been satisfactorily invoiced, purchased, received, approved and applied to the Project, as described in the Project Work Plan (**Attachment A**), in accordance with construction contract documents; state that payment is in accordance with construction contract provisions; state that construction, up to the point of the request, is in compliance with the contract documents; and identify all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit; and,

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Disbursement Request Package Form in **Attachment B** shall be accompanied by supporting documentation and other requirements as follows:

(1) Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries of the subcontractor's employees shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse overpayments resulting from use of these excessive multipliers to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

(2) Equipment – The Grantee will not be reimbursed for the purchase of non-expendable equipment costing \$1,000 or more under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraph 3.C. and 3.D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information when requested must be provided within thirty (30) calendar days of such

request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits).

F. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Parties understand that this Agreement is not a commitment of future appropriations.

5. Progress Reports (**Attachment D**) shall be submitted quarterly describing the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RESERVED.

7. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

8. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

9. No payment will be made for deliverables deemed unsatisfactory by the Department. If a deliverable is deemed unsatisfactory, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days after notification that the deliverable was unsatisfactory. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must

be able to be implemented and performed in no more than sixty (60) days after approval by the Department.

A. A CAP shall be submitted within ten (10) business days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) business days from receipt of the Department's letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department's approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not alter or amend the Grantee's obligations under this Agreement. If the CAP fails to correct or eliminate performance deficiencies by the Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall serve to condone, forgive or estop the Department from asserting subsequent deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to the Department's request for a CAP or failure to correct a deficiency in the performance of the Grantee as specified by the Department may result in termination of this Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above.

10. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt pursuant to Section 24(a) of Article I of the State Constitution, Section 119.07(1), Florida Statutes, or other statute.

11. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. If any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment G, Special Audit Requirements**, attached hereto and incorporated herein by reference. **Exhibit 1** to **Attachment G** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment G**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Manager identified in paragraph 18 of this Agreement.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment G, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. The Grantee may subcontract, assign, or transfer any work under this Agreement without the written consent of the Department's Grant Manager, except as provided in paragraph 3.D.(1)b. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) business days after execution. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be responsible to any subcontractor for any expenses or costs incurred under the subcontract and that the Grantee shall be solely responsible to the subcontractor for all expenses and costs incurred under the subcontract.

14. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

15. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

16. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

17. Any notices between the Parties shall be considered delivered when posted by Certified Mail, return receipt requested, overnight courier service, electronic mail (e-mail) or delivered in person to the Grant Managers at the addresses below.

18. The Department's Grant Manager for this Agreement is identified below.

Sandy Waters
State Revolving Fund Management
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400
Phone: (850) 245-8382
Fax: (850) 245-8411
Email: Sandra.Waters@dep.state.fl.us

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

19. The Grantee's Grant Manager for this Agreement is identified below.

Corrice Patterson
Village of Palmetto Bay
9495 Southwest 180th Street
Palmetto Bay, Florida 33157
Phone: (305) 969-5011
Fax: (305) 969-5091
Email: cpatterson@palmettobay-fl.gov

Any changes to the contact information shown above must be reduced to writing in the form of a Change Order to this Agreement.

20. To the extent required by law, the Grantee will be self-insured for worker's compensation, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of Grantee's employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to

provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of those employees not otherwise protected.

21. A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$100,000 each occurrence and \$300,000 aggregate. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by him.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly or indirectly employed by him. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company
Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Liability Coverage

C. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice (with the exception of non-payment of premium which requires a 10 day notice) to the Department's Procurement Administrator.

22. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

23. RESERVED.

24. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

25. RESERVED.

26. RESERVED.
27. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate, as defined in section 287.134, Florida Statutes, who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
28. A. The accounting systems for all Grantees must ensure that funds awarded by this grant are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- B. If the Department finds that these grant funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- C. If the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.
29. Land acquisition is not authorized under the terms of this Agreement.

30. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

31. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

VILLAGE OF PALMETTO BAY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Village Manager

By: _____
Program Administrator
State Revolving Fund

Date: _____

Date: _____

FEID No.: _____

Sandy Waters, DEP Grant Manager

Approved as to form and legality:

DEP Attorney

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Disbursement Request Package (3 Pages)
Attachment	C	Contract Payment Requirements (1 Page)
Attachment	D	Progress Report Form (1 Page)
Attachment	E	Reserved
Attachment	F	Reserved
Attachment	G	Special Audit Requirements (5 Pages)

**ATTACHMENT A
PROJECT WORK PLAN
VILLAGE OF PALMETTO BAY
LP13203**

Project Title: Palmetto Bay Sub-Basin 10 Drainage Improvements

Project Location: Palmetto Bay, Florida, Miami-Dade County, Florida

Project Background: The Village of Palmetto Bay encompasses the eastern-most section of South Miami- Dade from SW 136th ST to SW 184th ST, and includes a large part of Biscayne Bay. This has made Palmetto Bay particularly vulnerable to the effects of weather conditions, including flooding and property destruction due to wind damage and salt intrusion. Nature events such as hurricanes have had a significant impact on neighborhoods throughout Palmetto Bay and whereas Palmetto Bay continues to experience ongoing issues with stormwater discharge and flooding during heavy rain events.

Several roadway drainage basins with closed systems within the Village consist of small isolated drainage facilities. The roadway longitudinal profiles in several areas have numerous high and low points, with only minimal existing undersized exfiltration drainage systems. Other areas within Palmetto Bay that experience localized roadway flooding have closed systems with no drainage facilities other than infiltration via grass swales, and homeowner constructed drywells. The capacity of the existing swales and exfiltration trenches is not sufficient to discharge the volume of runoff outlined in the performance criteria during the modeled storm events. Existing drainage systems with outfalls to the C-100 canal appear to be undersized and cannot handle peak basin discharge during large/heavy rainfalls. Heavy flooding occurs at final catch basin prior to reaching canal outfall. This undesirable scenario potentially lends itself to short and long term flooding conditions within the Village of Palmetto Bay, and as a consequence of these deficient conditions, areas experience frequent flooding.

Palmetto Bay completed a Stormwater Master Plan that identifies and prioritizes problem areas in need of improvement. Currently, the Village is addressing reoccurring flooding issues in Sub Basin 10 as identified in the Village's Stormwater Master Plan. Funding limitations has prevented the construction of stormwater improvements in Sub-Basin 10. This is a location where water accumulates and remains stagnate for days. Planning, drainage design, construction plans and permitting of Sub-Basin No. 10 were completed in 2012.

The project proposed for funding involves the construction of catch basins and exfiltration trenches at the low points in roadway swales of the sub basin 10. Construction of this project will improve the quality of water and will mitigate the environmental hazards associated with stormwater runoff by reducing the loading pollutants into Biscayne Bay which is considered a "priority" surface water body.

As one of the newer municipalities located within Miami-Dade County, funding limitations has delayed construction of Sub-Basin 10 drainage improvements. However, local funding

commitment from Stormwater Utility Revenue will be used as matching fund for 100% construction of this **shovel ready** stormwater project.

Project Description: The Stormwater Master Plan established by the Village of Palmetto Bay prioritized seventeen (17) sub-basin locations in need of drainage improvements. The 17 sub-basins are located within boundaries of the Village of Palmetto Bay between SW 136th Street and SW 184th Street, between US-1 and Biscayne Bay.

The planned improvements will address drainage deficiencies in Sub-Basin 10 which is generally located south of SW 152nd Street North of SW 156TH Terrace, east of 89th Avenue, and west of SW 87TH Avenue in Miami-Dade County and consists of approximately 41.5 acres of existing detached single-family residential development. The Village is proposing to construct catch basins, install new manholes, and exfiltration trench at low points in the roadway swales in sub-basin 10 that have isolated drainage facilities. Interconnection of the existing drainage system with the new proposed system will increase the existing outfall to the C-100 canal. Modification / upgrade to existing catch basins or reconstructed as required to provide sediment traps and pollutant retardant baffles to protect the exfiltration trenches at low points in the roadway swales and connection to drainage wells. Clean and flush all sediment and debris from catch basins, pipes, and exfiltration trench. The drainage systems will be designed to accommodate future connections to drainage systems in adjoining sub-basins.

1. Task: Construction of stormwater improvements, such as catch basins, new manholes and exfiltration trenches.

Deliverable: Copy of bid tab, copy of contract, contractor's schedule of values with supporting documentation, representative photos of completed work, and as-built drawings.

Timeline for completion: July 31, 2016

Budget Information: (provide the following information for the budget for each task):

Contractual: \$300,000 DEP \$430,000 Stormwater Utility Fund

Performance Standard: The DEP Grant Manager will review periodic requests for funds for the deliverables to ensure they are eligible for reimbursement.

Total Budget by Task: The tasks identified here should agree with the tasks and deliverables identified and described above. Do not list required progress reports and final reports as deliverables as they are required under all agreements and are not project specific.

Task 1	DEP Funding	Local Funds and Source	
		Local Funds	Source of Funds
Construction	\$300,000	\$430,000	Stormwater Utility Fund
Total:	\$730,000		

The FY2014-15 GAA did not require a match for these projects.

ATTACHMENT B
Disbursement Request Package
Legislative Projects (LP) Grants

1. Grantee/Recipient VILLAGE OF PALMETTO BAY
 2. Project Number LP13203 Date of Request _____
 3. Disbursement Request Number _____ Required Match % 0
 4. Type of Request: Partial Final
 5. Federal Employer Identification Number 05-0541068
 6. Task/Deliverable No. _____
 7. Mail EFT Send Remittance to: _____
-
-
-
-

Disbursement Details

(cumulative amounts rounded to the nearest dollar)

NOTE: Can only claim expenses in approved budget.

1. Contractual Services
2. Total
3. Disbursements previously requested
4. Amount Requested for Disbursement (line 2 minus 3)

Amount this Request	Total Cumulative

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION FOR EACH DELIVERABLE TO: ****

Florida Department of Environmental Protection
State Revolving Fund Management MS 3505
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

or email your request to:

SRF_Reporting@dep.state.fl.us

Grant Manager's Certification
of Disbursement Request

I, _____,
(name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(name of Grantee/Recipient)

1. The disbursement amount requested on Page 1 of this form is for allowable costs for the project described in Attachment A of the Agreement;
2. All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in paragraph 3D;
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts;
4. If funds were advanced, all funds received to date have been applied toward completing the project; and
5. All permits and approvals required for the construction which is underway have been obtained.

(Signature of Grant Manager)

(Date)

**Engineer's Certification
of Disbursement Request**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PROJECT

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the
(name of Grantee/Recipient)
project described in the Agreement and do hereby certify that:

1. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection;
2. Payment is in accordance with construction contract provisions;
3. Adequate construction supervision is being provided to assure compliance with construction requirements and Florida Administrative Code Chapter 62-600 or Chapter 62-604, as appropriate;
4. Construction up to the point of this disbursement is in compliance with the approved plans and permits;
5. All changes, additions, or deletions to the construction contract(s) have been documented by change order and all change orders have been submitted to the Department; and
6. All additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose (since issue of the pertinent Department permit) have been identified in writing by amendment to this Agreement.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP13203		
Grantee Name:	VILLAGE OF PALMETTO BAY		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Project Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.

The following format should be followed:

Task 1:

Progress for this reporting period:

Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP13203 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT G

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue, Line Item 1668A	2014-2015	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$300,000	140047

Total Award					\$300,000	
--------------------	--	--	--	--	------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

Water Project Application Form

Preview after Data Entry. Form cannot be edited.

Num	Field	Data Entered
1	Sponsor	Bileca
2	Proj Title	Sub-Basin 10 Drainage Improvements
3	Recipient	Village of Palmetto Bay
4	County	Dade
5	Contact	Corrice E. Patterson
6	Contact Add	9705 E. Hibiscus Street Palmetto Bay, Florida 33157
7	Contact Phone	305-969-5011
8	Contact Email	cpatterson@palmettobay-fl.gov
9	Proj Description	Sub-Basin 10, generally located south of SW 152nd ST, north of SW 156th TER, east of SW 89th AV, and West of SW 87th AV
10	Statewide Goal	Basin Management Action Plan
11	Project Addressed?	Yes
12	Plan Name	Stormwater Master Plan, Pages 93-97
13	Proj Cost	730000
14	Amt Requested	365000
15	Local Match Amt	365000
16	Type of Match Pledged	Cash
17	Financially Disadvantaged?	No
18	Population Economic Status?	N/A
19	Proj Previously Funded?	No
20	Type of State Funding	N/A
21	Fiscal Year	Not funded
22	Amt	0
23	Future Funding Requested?	Yes
24	Applied for Alternative Funding?	Yes
25	If not, why not?	0
26	Revenue Sources for Ongoing Operating Expenses?	Stormwater Utility Revenue
27	Local Approval for the use of Identified Operating Funds?	Yes
28	Status Planning	Ready
29	Pct Complete	1
30	Est Completion Date	Complete
31	Status of Design	Ready
32	Design % Complete	1
33	Est Design Completion Date	Complete
34	Identify Required Permits	DERM
35	Status of Permitting	Received
36	Status of Construction	Ready
37	Construction Pct Complete	0
38	Est Completion Date	FY14-15 or 6 months after appropriation of funding.

**Village of Palmetto Bay
 SW 88th Avenue Area (Basin 10) Paving and Drainage Improvements
 Engineer's Opinion of Probable Construction Cost**

Item Description	Quantity	Unit	Unit Price	Value
Mobilization	1	LS	\$10,000	\$10,000
Maintenance of Traffic	1	LS	\$1,500	\$1,500
Inlet Protection	40	EA	\$18	\$720
Clearing and Grubbing	1	LS	\$5,000	\$5,000
Type S-3 Asphalt Concrete Surface Course	25,000	SY	\$6	\$150,000
Type C Inlet	35	EA	\$1,100	\$38,500
Inlet Removal	10	EA	\$300	\$3,000
Manholes	30	EA	\$1,500	\$45,000
Adjusting Utility Covers	40	EA	\$100	\$4,000
18-inch HDPE Pipe	1200	LF	\$40	\$48,000
Concrete Aprons	120	SY	\$110	\$13,200
French Drain (18-inch Pipe)	3,300	LF	\$100	\$330,000
Signing and Pavement Marking	1	LS	\$10,000	\$10,000
Swale Restoration	1	LS	\$2,000	\$2,000
Sub-Total				\$660,920
10% Contingency/Allowance				\$67,000
Total				\$730,000

Note:

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

**Village of Palmetto Bay
Pollutant Loading Estimates Future/ Existing vs. Proposed
Measurable Outcome Anticipated**

Drainage Sub-Basin	Land Use	Area (acres)	Contributing Water Body
Drainage Basin 10	Residential	46.64	Biscayne Aquifer

Pollutant	Future/Existing Load (kg/yr.)	Reduction (kg/yr.)	Proposed Load (kg/yr.)
Phosphorus	27.70	25.67	2.04
Nitrogen	218.28	195.36	22.92
TSS	2616.50	2369.24	247.26

Reduction Factors Calculation

Inlet Trap + Baffle Box + Exfiltration Trench (to treat 0.5" runoff)

Phosphorus $100*(0.853) + (100-100*(0.853))*0.50 = 92.65\%$

Nitrogen $100*(0.79) + (100-100*(0.79))*0.50 = 89.50\%$

TSS $100*(0.811) + (100-100*(0.811))*0.50 = 90.55\%$

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RESOLUTION NO. 2012-13

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO A DRAINAGE IMPROVEMENT PROJECT AT SUB-BASIN NO. 10 WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH KIMLEY HORN & ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, BIDDING AND CONSTRUCTION SUPPORT; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$125,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kimley Horn and Associates, Inc. submitted a proposal to assist the Village in addressing the current flooding issues occurring in Sub Basin No. 10 as identified in the Village's Stormwater Master Plan; and,

WHEREAS, according to data collection findings and hydrologic/hydraulic modeling contained in the Storm Water Master Plan, the need for drainage improvements has been identified in the area of Sub-Basin No. 10, generally located south of SW 152 Street, North of SW 156 Terrace, east of 89 Avenue, and west of SW 87 Avenue; and,

WHEREAS, Kimley Horn and Associates, Inc. shall provide planning, design development plans, drainage design and permitting, contract documents, bid and support with limited construction services to successfully construct drainage improvements and repaving of Sub-Basin No. 10; and,

WHEREAS, the sub-basin consists of approximately 41.5 acres of existing detached single-family residential development with approximately 11,500 linear feet of roadway, including SW 87 Avenue, SW 87 Court, SW 88 Avenue, SW 88 Court, SW 89 Avenue, SW 152 Street, SW 153 Terrace, SW 154 Street, SW 154 Terrace, SW 155 Terrace, and SW 156 Terrace; and,

WHEREAS, currently, the drainage system in the area recommended for improvement is a closed system with catch basins connected to exfiltration trench located in the vegetated swales along the sides of the roadways; and,

WHEREAS, the drainage improvements will consist of additional catch basins and exfiltration trenches at low points in the roadway of the sub basin and connect to drainage wells; and,

WHEREAS, existing catch basins will be modified or reconstructed as required to provide sediment traps and pollution retardant baffles to protect the exfiltration trench and canal outfalls; and,

1
2 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**
3 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**
4

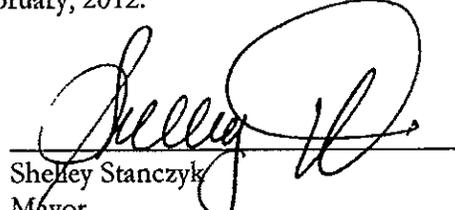
5 **Section 1:** The Village Manager is authorized to continue the agreement with Kimley-Horn
6 and Associates, Inc. to provide design, permitting, bidding and construction support for drainage
7 improvements in the Village of Palmetto Bay in an amount not to exceed \$125,000.
8

9 **Section 2:** This Resolution shall take effect immediately upon approval.

10
11
12 **PASSED and ADOPTED** this 6th day of February, 2012.

13
14
15
16 ATTEST


17 Meighan Alexander
18 Village Clerk
19


20 Shelley Stanczyk
21 Mayor

22
23 **READ AND APPROVED AS TO FORM:**


24
25 Eve Boutsis
26 Village Attorney
27

28
29 **FINAL VOTE AT ADOPTION:**

30
31 Council Member Patrick Fiore YES
32
33 Council Member Howard J. Tendrich YES
34
35 Council Member Joan Lindsay YES
36
37 Vice-Mayor Brian W. Pariser YES
38
39 Mayor Shelley Stanczyk. YES
40

K. Drainage Sub-basin #10

Location

Drainage sub-basin #10 is generally located south of SW 152nd Street, north of SW 152nd Street, west of SW 87th Avenue, and east of SW 89th Avenue. Drainage sub-basin #10 is part of the C100C-N-11 Basin. It includes portions of the following subdivisions: Pinewood Estates and Herman Hills.

Existing Conditions

Figure 38 shows existing conditions for Drainage sub-basin #10. The sub-basin consists of approximately 41.5 acres of existing detached single-family residential and commercial development with approximately 11,500 linear feet of roadway, including SW 87th Avenue, SW 88th Court, SW 88th Avenue, SW 87th Court, SW 89th Avenue, SW 152nd Street, SW 153rd Terrace, SW 154th Terrace, SW 155th Terrace, SW 156th Terrace and SW 154th Street. The drainage system in this sub-basin is a closed system with catch basins connected to exfiltration trench located in the vegetated swales along the sides of the roadways.

No complaints were reported in this area by the Village of Palmetto Bay or Miami-Dade County in Drainage sub-basin #10. In our investigation, KHA found flooding extending across the entire roadway width on SW 154th Terrace, SW 88th Avenue, and SW 153rd Terrace. The entire sub-basin area was modeled based on data collected as part of the Stormwater Master Plan process.

Based on available GIS data, the elevation of existing roads ranges from a low of approximately 9.8 feet to a high of approximately 13.5 feet NGVD. It was assumed that the building finish elevations range from 10.7 feet (8 inches above the lowest crown of road) to 15.0 feet (1.5 feet above the highest crown of road). Pervious area elevations were assumed to range from 9.3 feet (roadside swales 0.5 feet below the minimum roadway elevation) to 14.5 feet (lawn area 0.5 feet below the highest building finish floor elevation).

Performance Goal Criteria
 Min. Roadway EOP Elevation 9.75
 Min. Roadway Centerline Elevation 10.00
 Building FFE 10.6Z (County Code)

Subdivisions Included
 Pinewood Ests
 Herman Hills

Proposed Modifications
 Add 650 LF of French Drain
 Add 210 LF of 15" Pipe (HDPE)
 Add 5 Catch Basins
 Add 4 Drainage Wells
 Remove and Replace C2 and
 C3 on SW 155 Terrace

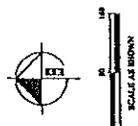
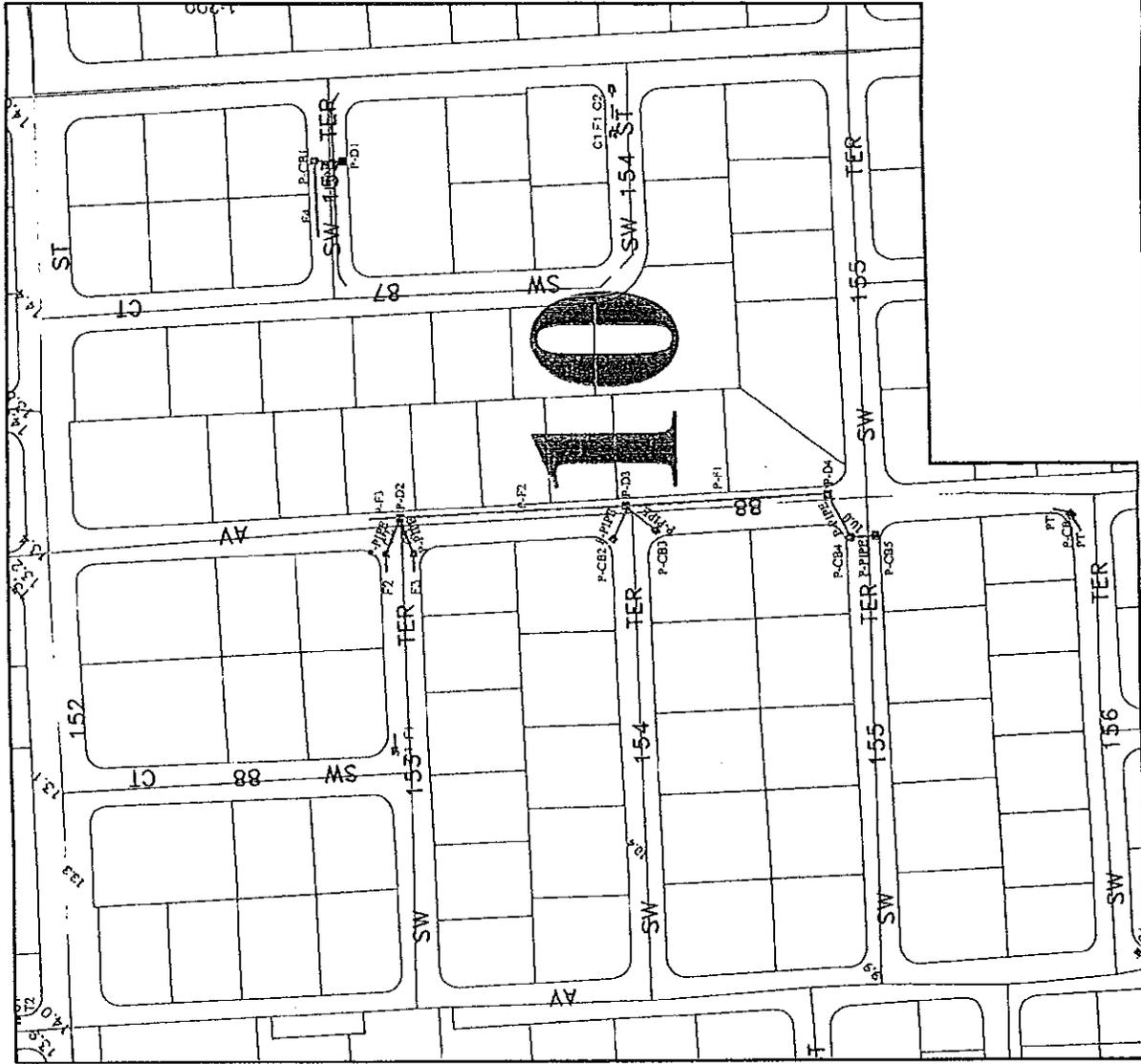


Figure 39
 Drainage Sub-Basin #10
 Proposed Conditions

LEGEND

- Catch Basin (C1)
- French Drain (F1)
- Trench (T1)
- Pipe (P1)
- Outfall (O1)
- Sub-Basin Boundary
- Manhole (M1)
- Elevation
- Drainage Well (D1)



Kimley-Horn
 and Associates, Inc.

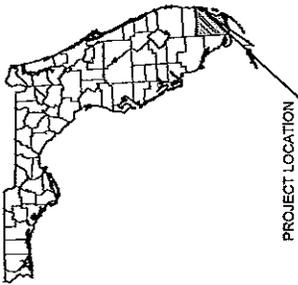


VILLAGE OF PALMETTO BAY

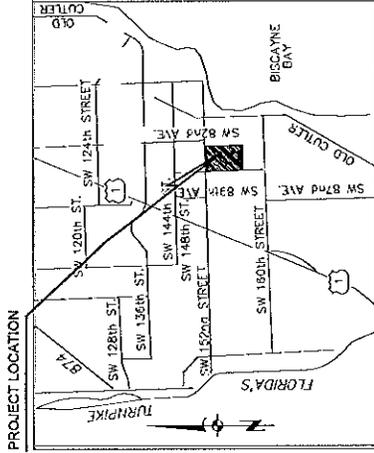
S.W. 88TH AVENUE

ROADWAY AND DRAINAGE IMPROVEMENTS

April 2, 2013



PROJECT LOCATION



VICINITY MAP

INDEX OF SHEETS

Sheet Number	Sheet Title
C100	COVER SHEET
C200	KEY PLAN & GENERAL NOTES
C201	DRAINAGE PLAN & PROFILE S.W. 88th AVENUE
C202	DRAINAGE PLAN & PROFILE S.W. 88th AVENUE
C203	DRAINAGE PLAN & PROFILE S.W. 88th AVENUE
C204	DRAINAGE PLAN & PROFILE S.W. 88th AVENUE
C205	DRAINAGE PLAN & PROFILE S.W. 88th AVENUE
C206	DRAINAGE PLAN & PROFILE S.W. 88th AVENUE
C207	DRAINAGE PLAN & PROFILE S.W. 87th COURT
C208	DRAINAGE PLAN & PROFILE S.W. 87th COURT
C209	DRAINAGE PLAN & PROFILE S.W. 155th TERRACE
C210	DRAINAGE PLAN & PROFILE S.W. 154th TERRACE
C211	DRAINAGE PLAN & PROFILE S.W. 154th TERRACE
C212	DRAINAGE PLAN & PROFILE S.W. 153rd TERRACE
C213	DRAINAGE PLAN & PROFILE S.W. 153rd TERRACE
C214	DRAINAGE PLAN & PROFILE S.W. 153rd TERRACE & S.W. 155th STREET
C215	ROADWAY AND DRAINAGE DETAILS
C216	ROADWAY AND DRAINAGE DETAILS
C300	PAVING PLAN
C400	STORMWATER POLLUTION PREVENTION PLAN
C401	STORMWATER POLLUTION PREVENTION PLAN
C402	STORMWATER POLLUTION PREVENTION NOTES

BID SET

- COMMUNITY OFFICIALS**
- Mayor: Shelley Stanczyk
 - Vice-Mayor: John DuBois
 - Council Member: Patrick Fiore
 - Council Member: Tim Schaffner
 - Council Member: Joan S. Lindsay
 - Manager: Ron E. Williams
 - Attorney: Eve A. Boutaris
 - Clerk: Moighan, J. Alexander
 - Director of Public Works: Corinne E. Patterson

UTILITY PROVIDERS

- WATER SUPPLY AND TREATMENT:**
 Palmetto Bay Water Treatment Plant
 1400 SW 144th Street
 Palmetto Bay, FL 33157
 Phone: (305) 375-4400
- SEWERAGE AND SOLID WASTE:**
 Palmetto Bay Solid Waste Plant
 1400 SW 144th Street
 Palmetto Bay, FL 33157
 Phone: (305) 375-4400
- POWER:**
 Florida Power and Light Company
 1400 SW 144th Street
 Palmetto Bay, FL 33157
 Phone: (305) 375-4400
- TELEPHONE:**
 AT&T Worldnet Services, Inc.
 1400 SW 144th Street
 Palmetto Bay, FL 33157
 Phone: (305) 375-4400
- CABLE TELEVISION:**
 Spectrum Cable, Inc.
 1400 SW 144th Street
 Palmetto Bay, FL 33157
 Phone: (305) 375-4400

DESIGN TEAM

- CIVIL ENGINEER:**
 Kimley-Horn and Associates, Inc.
 5100 NW 20th Avenue, Suite 109, Ft. Lauderdale, FL 33309
 Phone: (954) 574-7700
 Fax: (954) 574-7700
- LANDSCAPE ARCHITECT:**
 Kimley-Horn and Associates, Inc.
 5100 NW 20th Avenue, Suite 109, Ft. Lauderdale, FL 33309
 Phone: (954) 574-7700
 Fax: (954) 574-7700
- OWNER:**
 Village of Palmetto Bay
 1400 SW 144th Street
 Palmetto Bay, FL 33157
 Phone: (305) 375-4400
 Fax: (305) 375-4400
- GEOTECHNICAL ENGINEER:**
 Kimley-Horn and Associates, Inc.
 5100 NW 20th Avenue, Suite 109, Ft. Lauderdale, FL 33309
 Phone: (954) 574-7700
 Fax: (954) 574-7700

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY BE USED FOR CONSTRUCTION OF THE PROJECT. THIS MUST BE CONSIDERED WITH OBTAINING SCALED DATA.

No.	REVISING	DATE	BY
<p>© 2012 KIMLEY-HORN AND ASSOCIATES, INC. 5100 NW 20th Avenue, Suite 109, Ft. Lauderdale, FL 33309 Phone: (954) 574-7700 Fax: (954) 574-7700 www.kimley-horn.com CA 00000004</p>			
<p>REVISED BY: 04/16/2014 DATE: 04/02/2013 DRAWN BY: J.S. CHECKED BY: J.S. DESIGNED BY: J.S. ESTIMATED BY: J.S.</p>			
<p>LOCAL PROFESSIONAL: GARY R. BRYAT STATE REG. NO. 44982</p>			
<p>VILLAGE OF PALMETTO BAY S.W. 88TH AVENUE PAVING & DRAINAGE IMPROVEMENTS FLORIDA, INC.</p>			
COVER SHEET			SHEET NUMBER C100

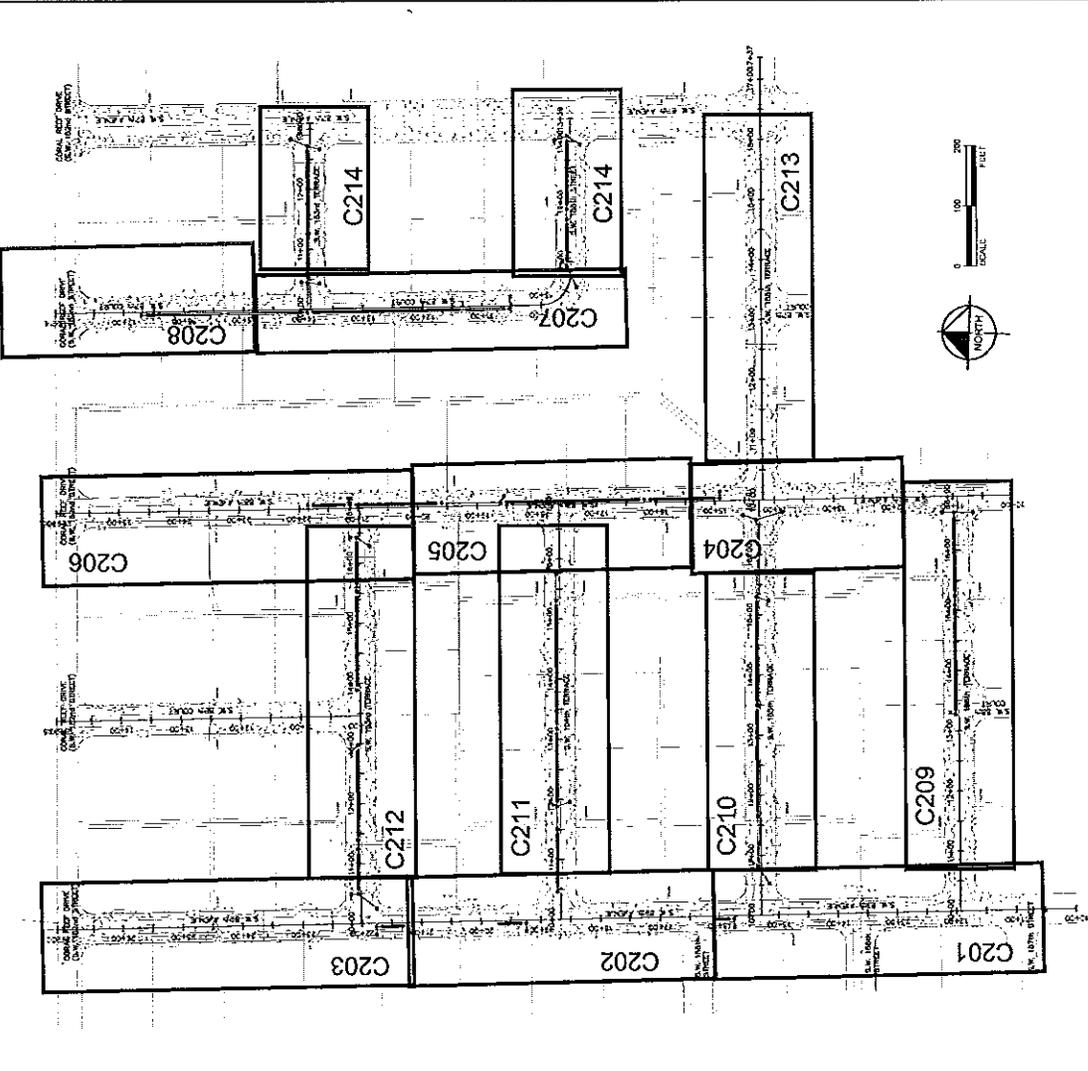
GENERAL NOTES

1. THE CONTRACTOR SHALL OBTAIN THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS OF THE STATE OF FLORIDA, COUNTY OF PALM BEACH AND ALL OTHER LOCAL AGENCIES AND AGENCIES OF THE STATE OF FLORIDA.
2. THE CONTRACTOR SHALL OBTAIN THE LATEST EDITIONS OF ALL APPLICABLE CODES AND REGULATIONS OF THE STATE OF FLORIDA, COUNTY OF PALM BEACH AND ALL OTHER LOCAL AGENCIES AND AGENCIES OF THE STATE OF FLORIDA.
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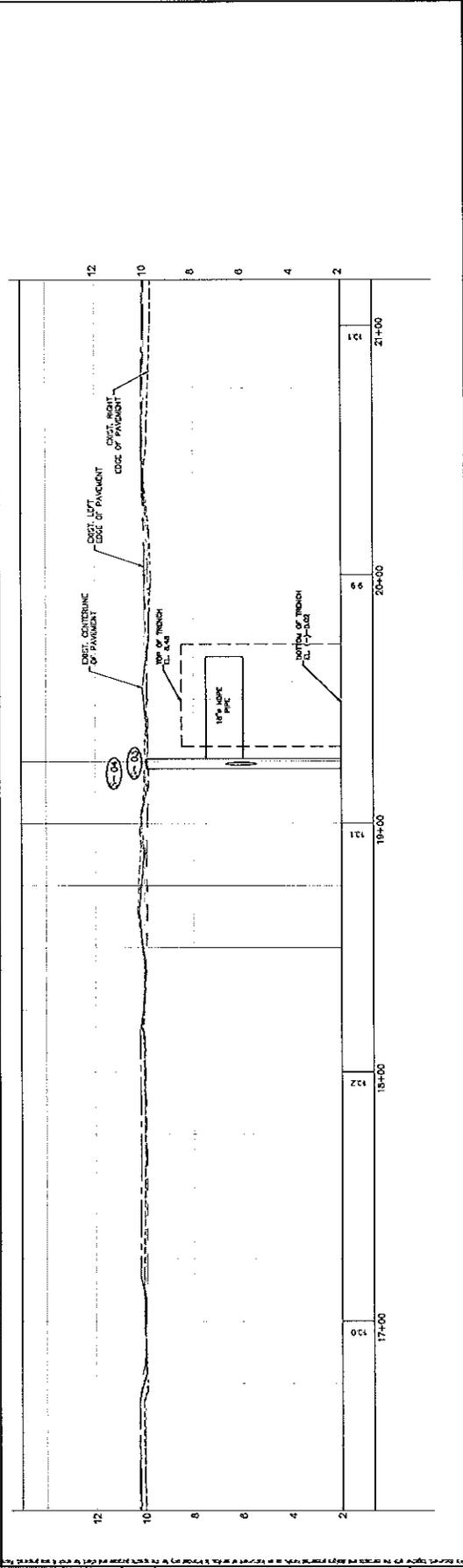
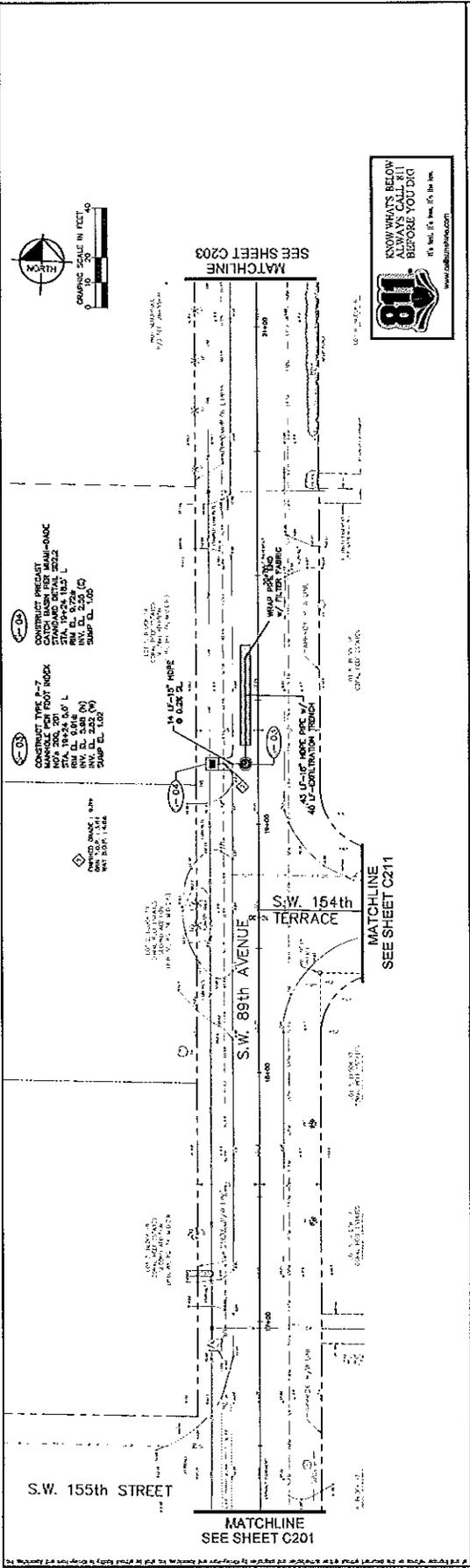
16. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO PROTECT EXISTING UTILITIES AND STRUCTURES TO REMAIN THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AGENCIES OF THE STATE OF FLORIDA.
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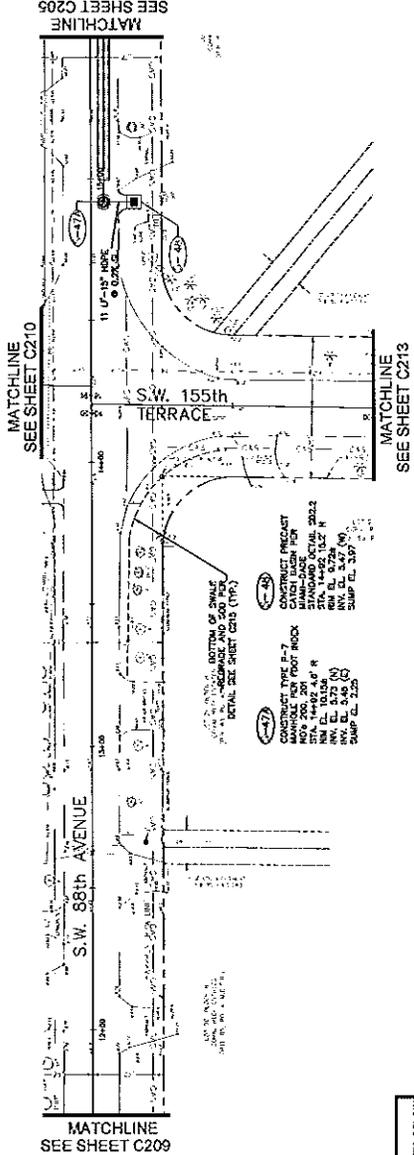
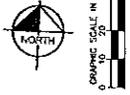


No.	REVISIONS	DATE	BY	 © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 6300 NW 34th Avenue, Suite 100, Ft. Lauderdale, FL 33309 PHONE: 954-536-3100 FAX: 954-706-2947 WWW.KHAC.COM CA 000686	MSA PROJECT C44849014 DATE 04/02/2013 SCALE AS SHOWN DESIGNED BY: CV DRAWN BY: JIC	LICENSED PROFESSIONAL CHRY R. SAUTY P.E. LICENSE NUMBER 46682	SHEET NUMBER C200
					VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS	FLORIDA (STATE)	KEY PLAN & GENERAL NOTES



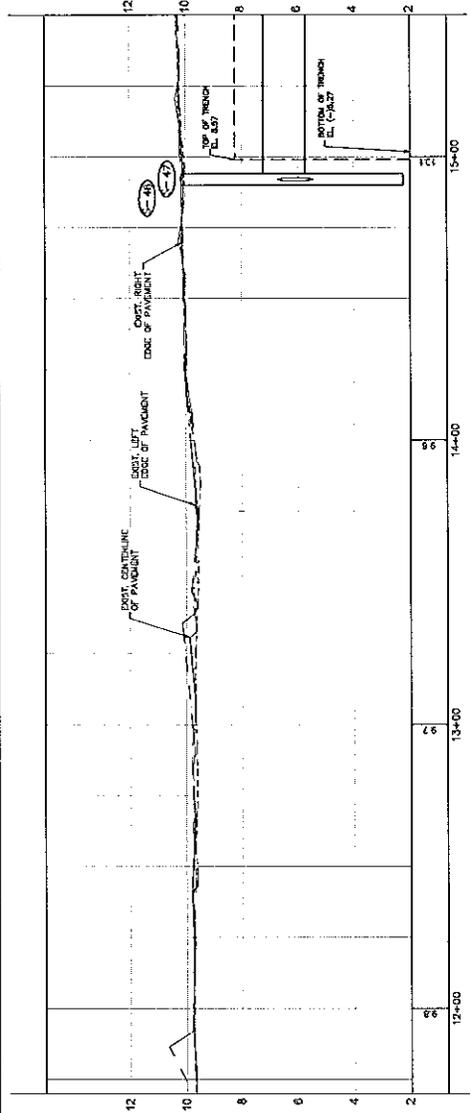
REVISIONS		DATE	BY

Kindy-Horn and Associates, Inc. © 2010 KINDY-HORN AND ASSOCIATES, INC. 8000 NW 23rd AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309 PHONE: 954-338-3800 FAX: 954-798-2947 WWW.KINDY-HORN.COM CA 10000666	PROJECT NO. 100000000 DATE: 06/15/2012 SCALE: AS SHOWN DRAWN BY: S.V. CHECKED BY: C.R.Z.	LICENSED PROFESSIONAL GARY B. WATY STATE LICENSE NUMBER: 40002	SHEET NUMBER C202
VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS		FLORIDA	DRAINAGE PLAN & PROFILE S.W. 89TH AVENUE



CONTRACT PRECAST
 MANHOLE RINGS FOR
 STANDARD DETAIL 202.2
 MANHOLE RINGS FOR
 STANDARD DETAIL 202.3
 MANHOLE RINGS FOR
 STANDARD DETAIL 202.4
 MANHOLE RINGS FOR
 STANDARD DETAIL 202.5

CONSTRUCT TYPE P-7
 12" DIA. 4" R
 12" DIA. 4" R



SHEET NUMBER
C204

DESIGNED PROFESSIONAL
 GARY E. BARRY
 P.E. LICENSE NUMBER
 46802

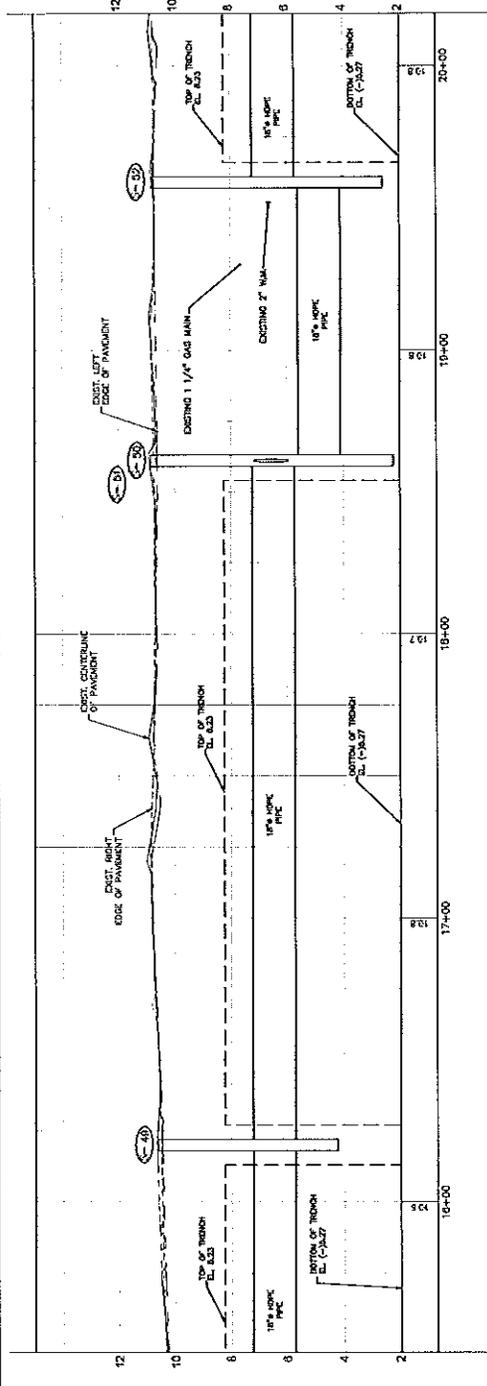
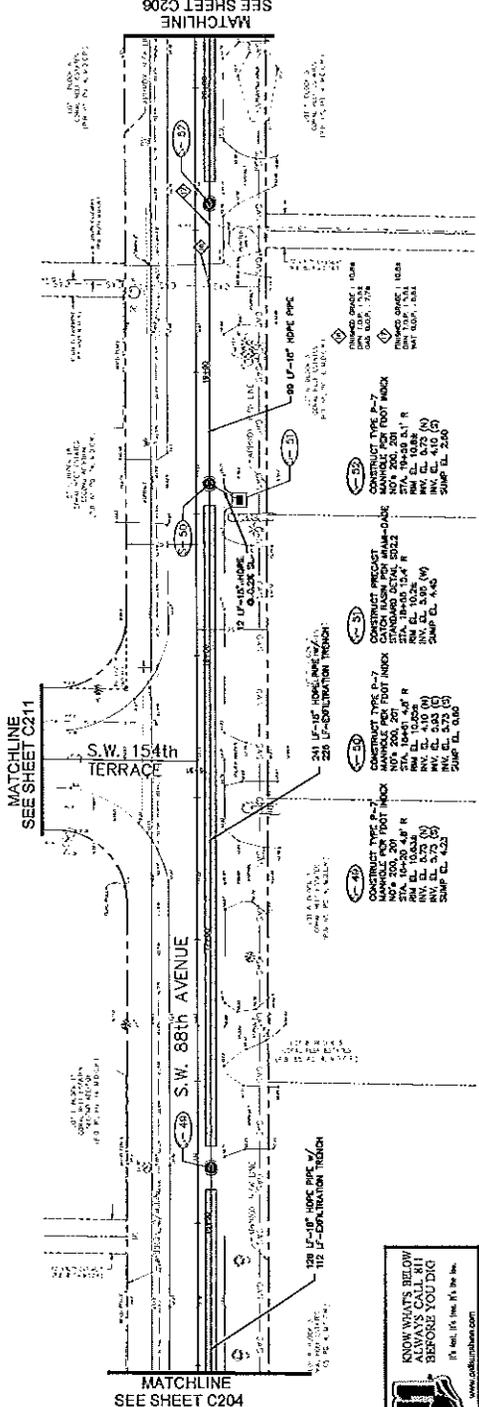
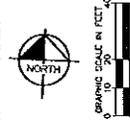
VILLAGE OF PALMETTO BAY
 S.W. 88th AVENUE
 PAVING & DRAINAGE IMPROVEMENTS

FLORIDA
 MIAMI-DADE

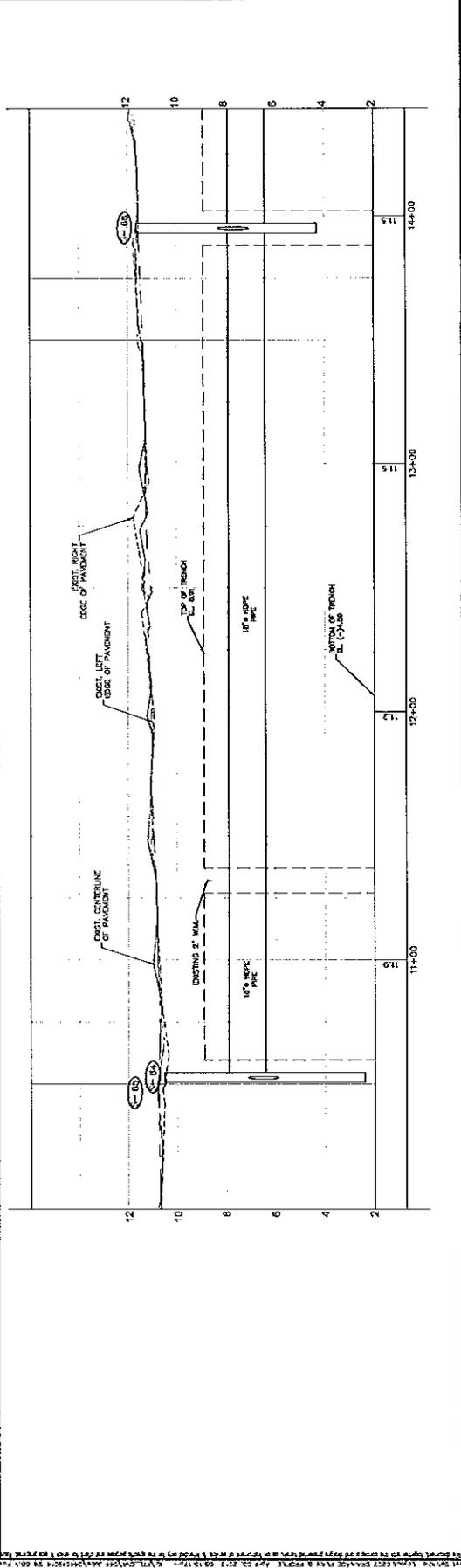
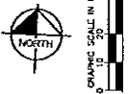
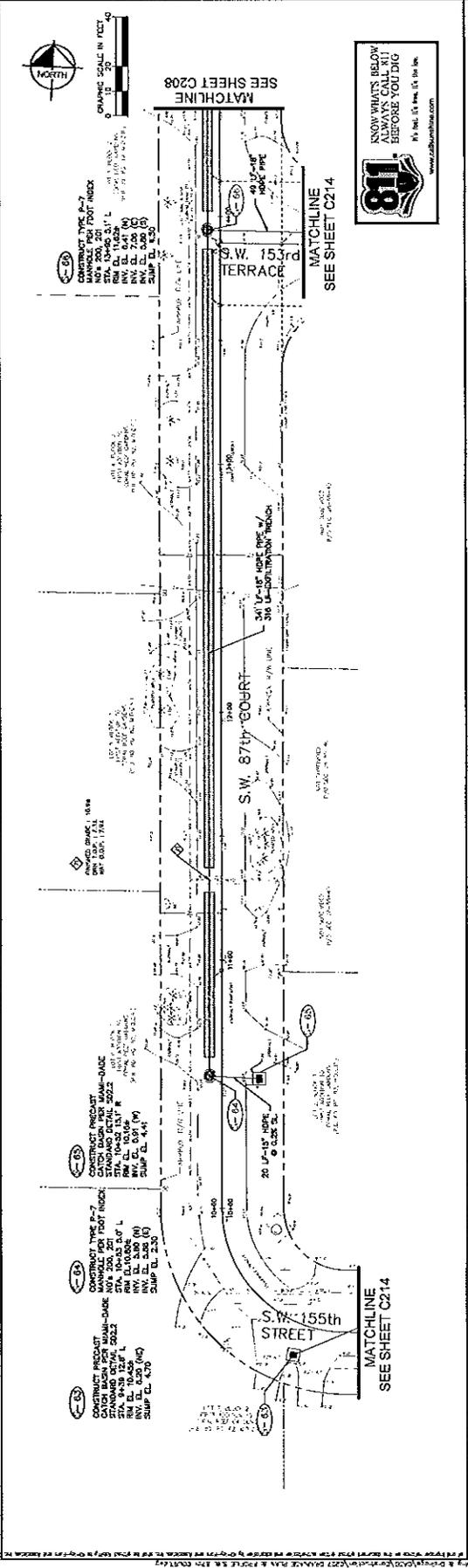
DATE BY

REVISIONS

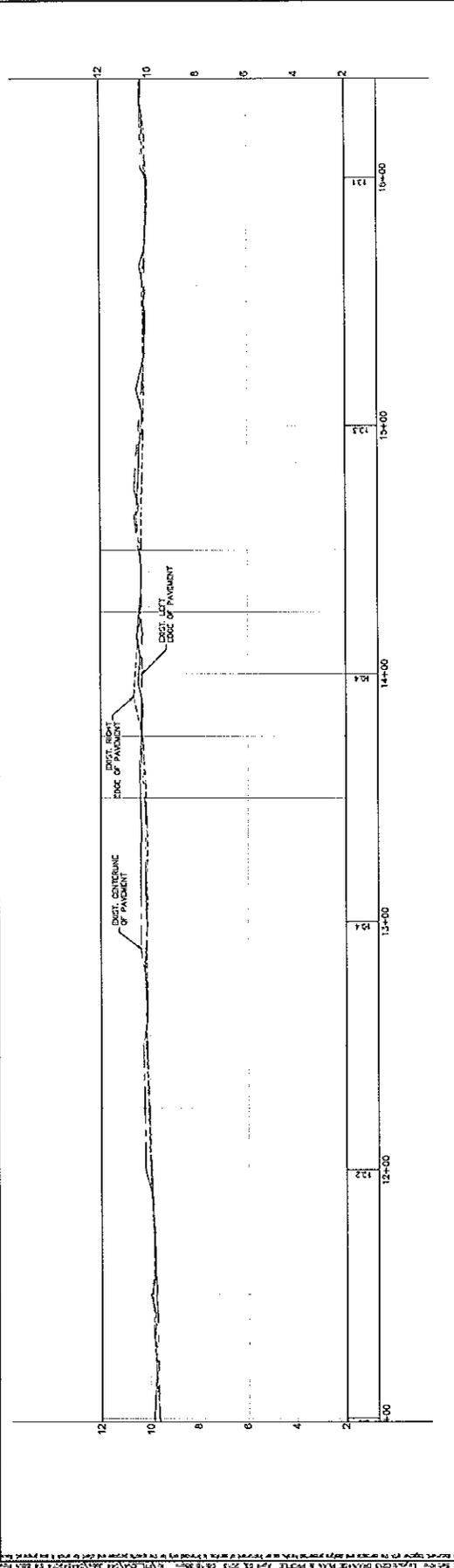
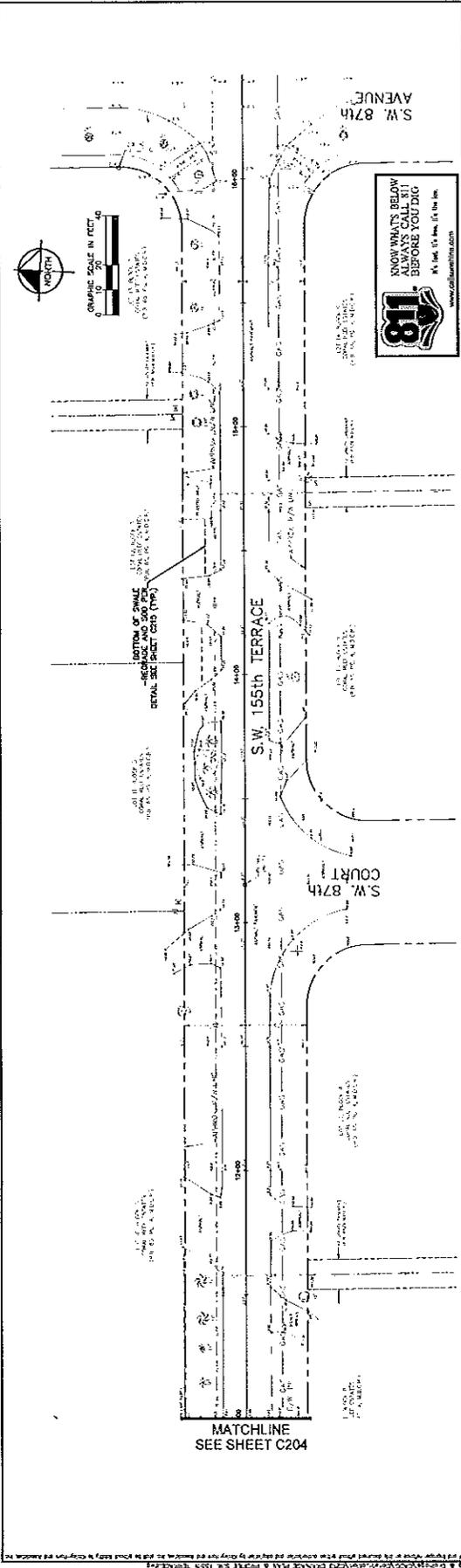
© 2010 KIMLEY-HORN AND ASSOCIATES, INC.
 5200 NE 21st AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309
 PHONE: 954-330-3100 FAX: 954-759-2247
 WWW.KIMLEY-HORN.COM CA 10000098



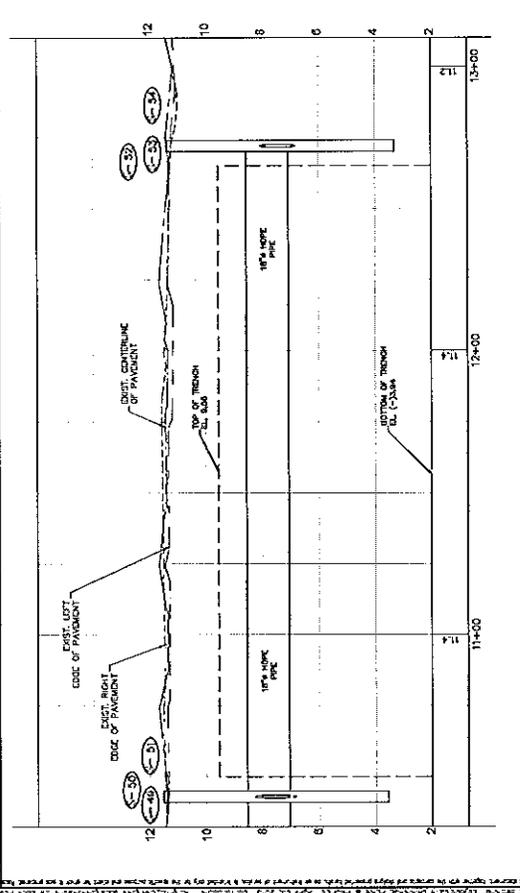
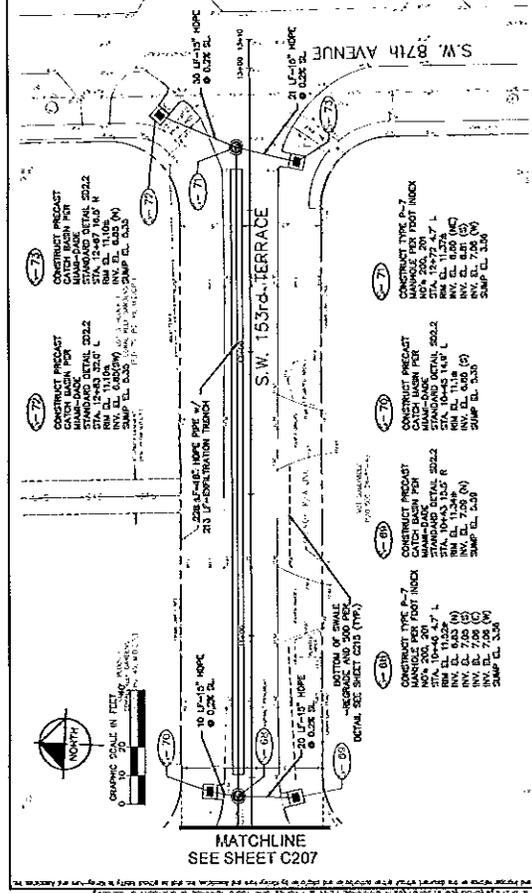
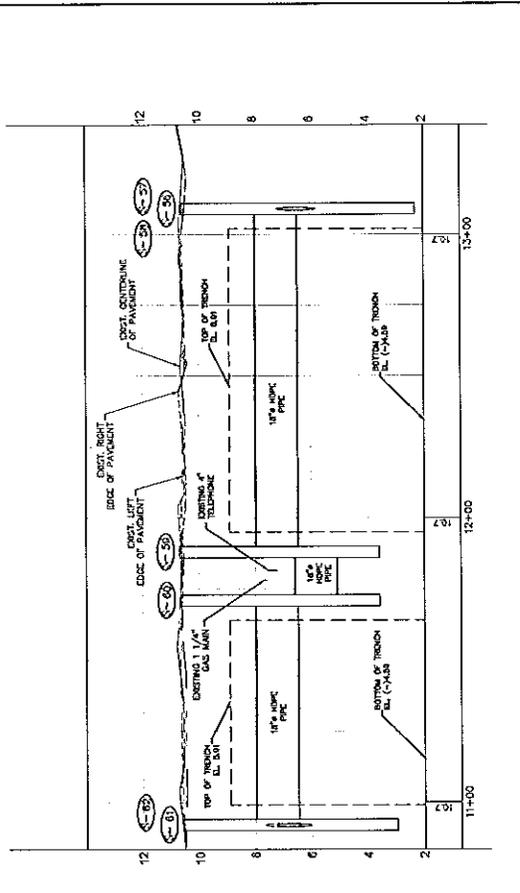
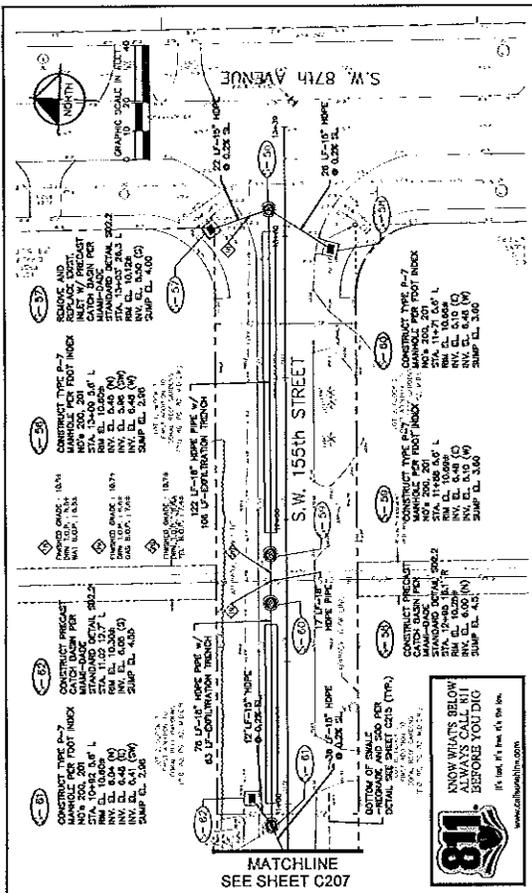
NO.	REVISIONS	DATE	BY	 Kinley-Horn and Associates, Inc. © 2010 KINLEY-HORN AND ASSOCIATES, INC. 3020 NW 33RD AVENUE, SUITE 105, FT. LAUDERDALE, FL 33309 PHONE: (954) 347-1100 WWW.KINLEY-HORN.COM CA 62000000	VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS	LICENSED PROFESSIONAL CARY R. BAYAT STATE LICENSE NUMBER 40492	SHEET NUMBER C205
					PLAN NUMBER 044648014 DATE 02/15/2017 SCALE AS SHOWN DRAWN BY S.V. CHECKED BY CC DESIGNED BY CEB	FLORIDA MIAMI-DADE	



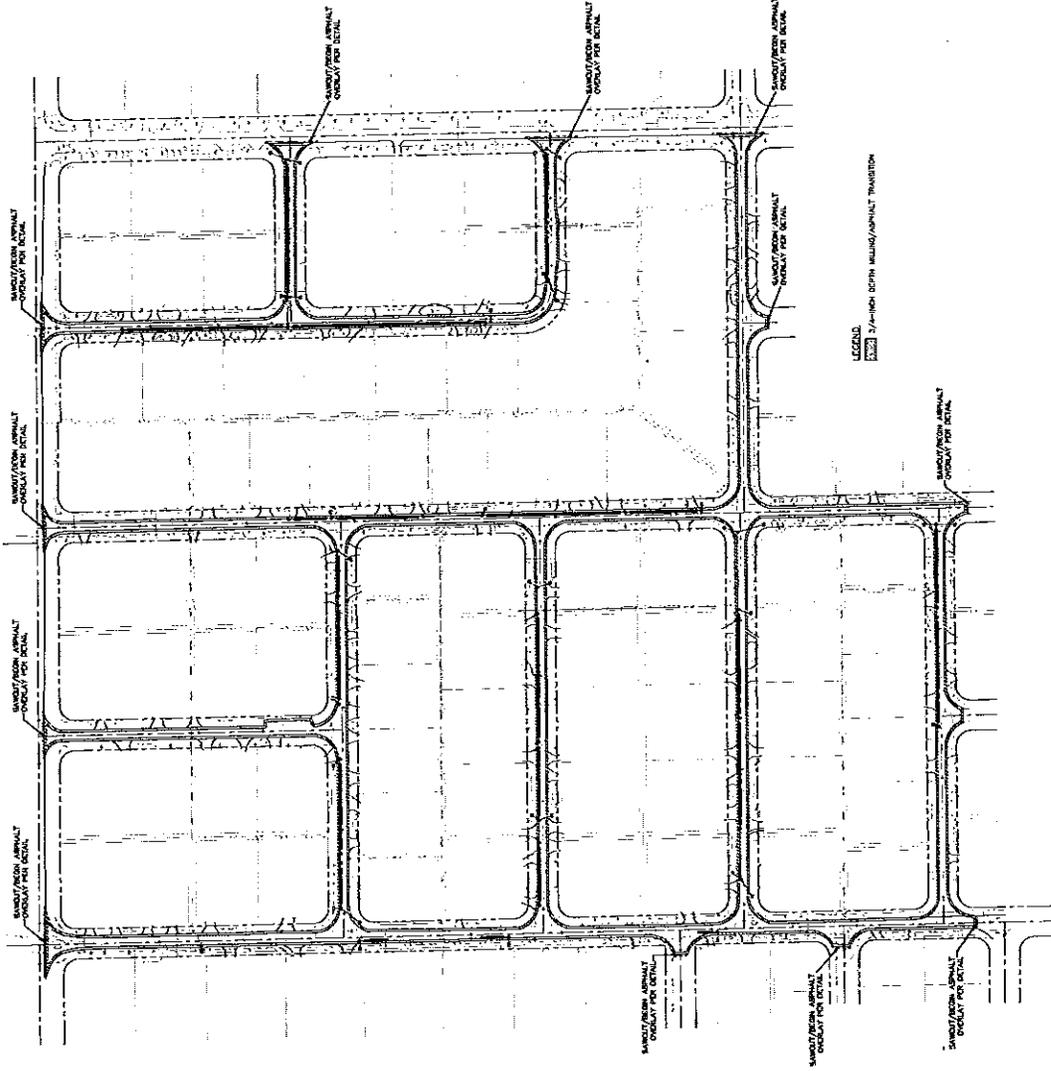
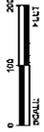
NO.	REVISIONS	DATE	BY	 King-Horn and Associates, Inc. © 2010 KING-HORN AND ASSOCIATES, INC. 3300 3300 NW 234th AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309 PROJECT NO. 07-00000000-00000000 WWW.KING-HORN.COM CA 00000000	DATE: 05/15/2012 SCALE: AS SHOWN DRAWN BY: ZV CHECKED BY: DDC	FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS M/M/M-D/DC	VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS	DESIGN PROFESSIONAL GARY R. NATHY STATE LICENSE NUMBER 44802	SHEET NUMBER C207
					DRAINAGE PLAN & PROFILE S.W. 87TH COURT				



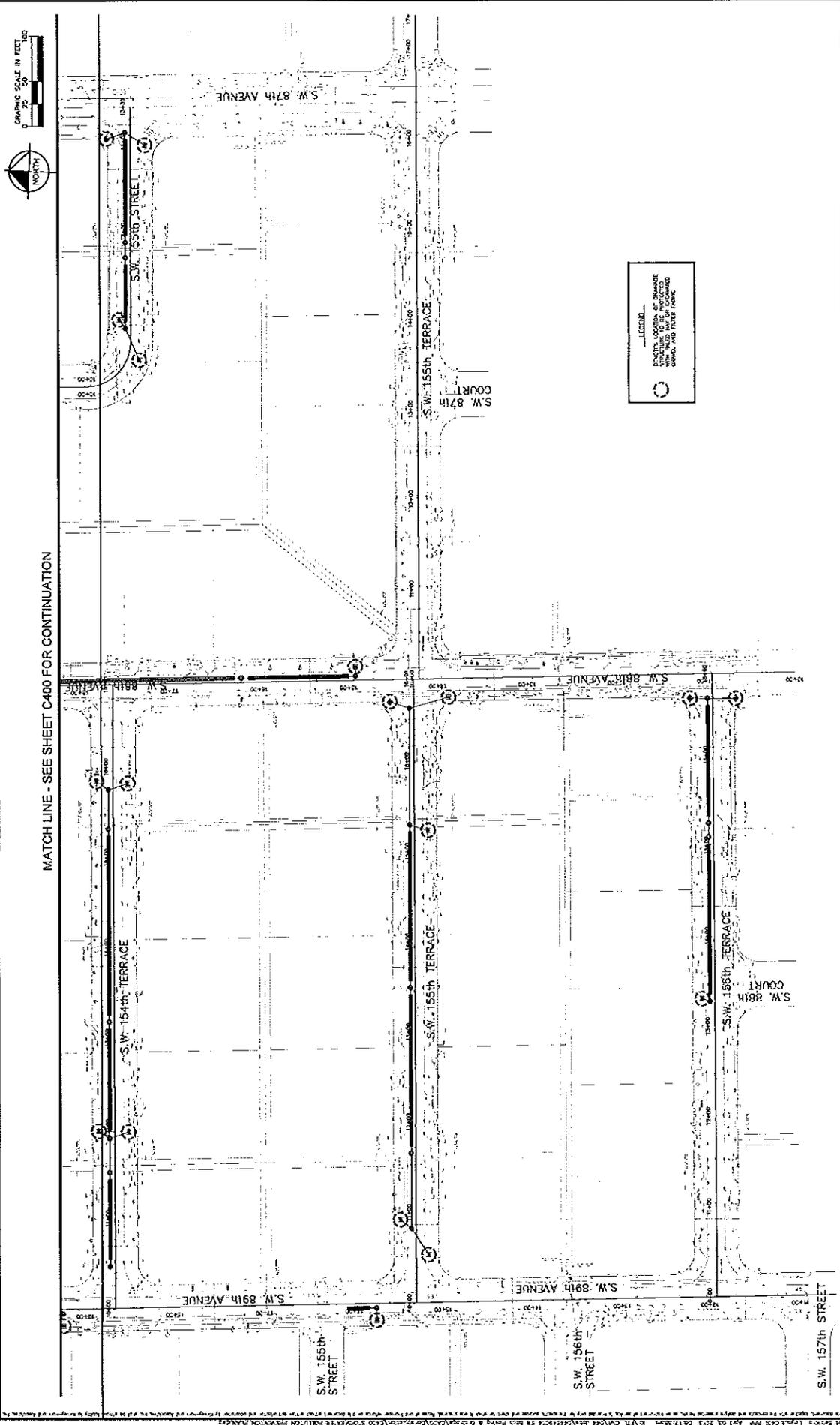
NO.	REVISIONS	DATE	BY
<p>Kimley-Horn and Associates, Inc. 2010 KIMLEY-HORN AND ASSOCIATES, INC. 2020 NW 24th Avenue, Suite 100, Ft. Lauderdale, FL 33309 PHONE: 954-335-5100 FAX: 954-735-2247 WWW.KIMLEY-HORN.COM CA 00000099</p>			
<p>DATE: 08/15/2012 SCALE: AS SHOWN DRAWN BY: E.V. CHECKED BY: E.K. DESIGNED BY: E.K.</p>			
<p>VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS FLORIDA 305</p>			
<p>DESIGNED BY: E.K. DATE: 08/15/2012</p>			<p>SHEET NUMBER C213</p>
<p>DRAINAGE PLAN & PROFILE S.W. 155TH TERRACE</p>			



 Kinley-Horn and Associates, Inc. © 2010 KINLEY-HORN AND ASSOCIATES, INC. 6000 NW 23rd Avenue, Suite 109, Ft. Lauderdale, FL 33309 PHONE: (954) 552-2277 FAX: (954) 552-2277 WWW.KINLEY-HORN.COM CA 0020002	DATE: 05/15/2012 DRAWN BY: AS CHECKED BY: EC DESIGNED BY: EC	COUNTY: PALM BEACH DATE: 05/15/2012 SCALE: AS SHOWN DRAWN BY: EC CHECKED BY: EC	LICENSED PROFESSIONAL GARY E. WATRY STATE LICENSE NUMBER 46002	SHEET NUMBER C214
	VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS S.W. 153RD TERRACE & S.W. 155TH STREET			



	REVISIONS NO. DATE BY		PROJECT INFORMATION RMA PROJECT: 04-05-0014 DATE: 04/02/2013 SCALE: AS SHOWN DRAWING BY: S.V. CHECKED BY: S.L. DESIGNED BY: G.B.R.	PROFESSIONAL GARY R. HARTY STATE LICENSE NUMBER: 48682 FLORIDA, LAKE	SHEET NUMBER C-300
VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS			MADE-UP		
 © 2012 KINLEY-HORN AND ASSOCIATES, INC. 33309 5000 PARKWAY 94-258-0100 FAX 94-739-2247 WWW.KINLEY-HORN.COM CA 0800896			PAVING PLAN		



SHEET NUMBER C401	
STORMWATER POLLUTION PREVENTION PLAN	
LICENSED PROFESSIONAL GARY K. SAITY P.E. LICENSE NUMBER 45868Z	FLORIDA, DATE
VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS	
PWA PROJECT 04-6480014 DATE 04/02/2013 SCALE AS SHOWN DESIGNED BY C.V. DRAWN BY S.C. CHECKED BY C.R. B.JAM-DAE	KIMBLEY-HORN and Associates, Inc. © 2013 KIMBLEY-HORN AND ASSOCIATES, INC. 3300 NW 23rd AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309 PHONE: 954-832-5100 FAX: 954-733-2947 WWW.KIMBLEY-HORN.COM CA 0000086
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