



To: Honorable Mayor and Village Council

Date: March 30, 2015

From: Ron E. Williams, Village Manager

Re: Appointments to Arts Advisory Board

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ART IN PUBLIC PLACES (AIPP) BOARD, APPOINTING TWO MEMBERS TO THE VILLAGE OF PALMETTO BAY'S AIPP BOARD; AND, PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In March of 2007, the Village of Palmetto Bay adopted Ordinance 2007-05, which created the Arts In Public Places Board, a component of the Art in Public Places program. The Art in Public Places Program was designed to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces.

The five (5) member Arts in Public Places Advisory Board, through coordination with the Village's Planning & Zoning Department, is tasked with the responsibility of overseeing the public education and curatorial aspects of the program. Initially, members were only permitted to serve two (2) year terms, which were to be staggered.

The following individuals have stated that they desire to be appointed:

1. Jamie Wasser (4-year appointment) (Appointment by Mayor Eugene Flinn)
2. Rebecca Peterson (4-year appointment) (Appointment by Councilwoman Karyn Cunningham)

Staff has attached their applications for your consideration.

FISCAL/BUDGETARY IMPACT: No additional costs anticipated at this time.

RECOMMENDATION: Approval.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ART IN PUBLIC PLACES (AIPP) BOARD, APPOINTING TWO MEMBERS TO THE VILLAGE OF PALMETTO BAY'S AIPP BOARD; AND, PROVIDING AN EFFECTIVE DATE. (Mayor Eugene Flinn/Councilwoman Karyn Cunningham)

WHEREAS, in 2007, the Village of Palmetto Bay created the Arts in Public Places Board, to assist with the Art in Public Places program. The Art in Public Places Program was designed to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces. The Arts in Public Places Advisory Board, through coordination with the Village's Planning & Zoning Department, is tasked with the responsibility of overseeing the public education and curatorial aspects of the program; and

WHEREAS, there are currently two vacancies on this Board; and

WHEREAS, it is desirous to appoint a full Board in order to allow the Board to fulfill its responsibility.

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

Section 1. The following individuals are appointed:

Jamie Wasser (4-year appointment) (Appointed by Mayor Eugene Flinn)

Rebecca Peterson (4-year appointment) (Appointed by Councilwoman Karyn Cunningham)

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

PASSED AND ADOPTED this ____ day of April, 2015.

Attest:

Meighan J. Alexander
Village Clerk

Eugene Flinn
Mayor

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

Dexter W. Lehtinen

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____



APPLICATION FOR
Art in Public Places Advisory Board

Name: Jamie Wasser
Home Address: 16321 SW 92 Ave
City: Palmetto Bay State: FL Zip: 33157
Telephone: () 305-378-5647 Cell () 786-514-7829 Fax: () _____
Email address: Jamie@thewasseragency.com

EDUCATION

School: Florida State University
Degree(s): Major-Communications Minor-Art History Year Graduated: 1984

OCCUPATION

Occupation: Artist
Employer: self employed
Business Address: 15321 SW 82 Ave
City: Palmetto Bay State: FL Zip: 33167
Telephone: () 786-514-7829 Fax: () _____
Email address: Jamie@whimsicalreality.net

Public Art Experience: _____

Other special qualifications (Please describe any special qualifications or experience you have that is related to the duties and responsibilities of the Art in Public Places Advisory Board.)

I am a working artist who has sold my art in various art shows as well as local stores and galleries. I volunteer

AFFILIATIONS (Please indicate your current affiliations with any arts or professional organization(s) and your role, such as Board of Directors, Advisory Board, Staff, Member, or Volunteer.)

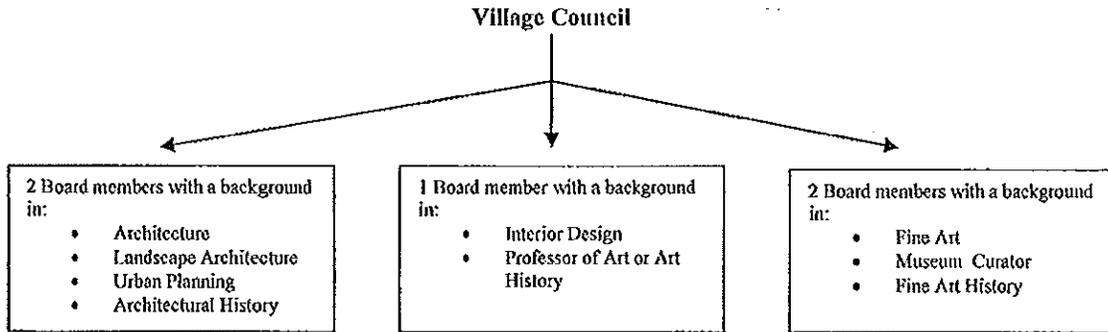
I volunteer for fundraising for DFYIT, a non-profit in Dade County for 25 years. We work with public school children to help them stay healthy and clean of drugs and alcohol.

REQUIRED ATTACHMENTS:

1. Letter of Intent stating your public art philosophy and why you wish to serve on the AIPP Advisory Board.
2. Current resume
3. Three personal /professional references
4. Visual documentation of your art or design work (If applicable): 5-10 images of your art work in jpg format on a CD and accompanying descriptions (art work name, size, medium, etc.). *If Applicable*
5. Large self-addressed stamped envelope for returned of visual documentation.

**Excerpt from Ordinance 07-05
Membership in the Village of Palmetto Bay Arts Advisory Board.**

- (a) Membership. Each member of the Village council of the Village of Palmetto Bay shall recommend a member to the arts advisory board, which board shall consist of five (5) members. The mayor and village council shall vote on the selection of each member. The board members shall serve for two years, under staggered terms, serving without compensation.



Each board member must be knowledgeable in one of the identified fields of: fine art, be employed by any art dealer, art gallery, artists' representative, museum or other entity which derives income from the sale or display of art work, be a professional in the field of art, architecture, art history, architectural history, urban planning, landscape architecture, interior design, graphic or product design, and possess a minimum of a bachelor's degree in said field from an accredited university. To ensure a balanced and diverse advisory board it is recommended that two of the board members be architects (landscape architect, architect, architectural historian, or urban planner); two be skilled in fine art (fine art history, art dealer, art gallery, artists' representative, museum curator, etc.); and one be an interior designer or professor of art or art history.

- (b) Meetings. If any member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the chairman, the committee shall declare the member's office vacant, and the Village Council shall promptly fill that vacancy.

- (c) Conflict of interest. If any member of the public art committee shall find that his private or personal interests are involved in the matter coming before the committee, he shall disqualify himself from all participation in that matter. No member of the public art committee shall have his or her work of art considered or approved by the public art committee during their term of service on the committee or for one (1) year thereafter.

- (d) Duties. The board shall review and propose art work items to be acquired under the village's Art in Public Places Program. The board issue a recommendation to the village council for all art work program acquisitions in accordance with this chapter. The advisory board shall oversee the public education, and curatorial aspects of the program. The Community Development Director, or his/her designee shall be the liaison to the Board, shall prepare a budget for staff and other expenditures necessary to operate the program and shall deliver an annual report to the Village Council. The Board shall screen submissions and will recommend to the Village Council for final authorization for each acquisition not more than three (3) possible selections, which may be existing works of art or new commissions.

- (e) Master art plan and implementation guidelines. Should the program fund grows to over a \$1,000,000, the advisory board may prepare a master art plan to ensure a coherent acquisition program and implementation guidelines, both of which must be presented to the Village Council for final approval. The Village Council, with the assistance of the board shall adopt and publish a master art plan and written uniform guidelines to govern the manner and method of the submission of proposed works of art to the Board, the process by which the Board shall make recommendations to the Village Council and the process by which the Village Council shall approve acquisition.

References

- Grant Miller, Owner/Publisher of Miller Publishing
305-323-8206
- Kelly Craig, NBC6, News Anchor
305-338-7821
- Marlene Josefsberg, Founder ,DFYIT
305-235-2872

Jamie Wasser

15321 SW 82 Ave • Miami, FL 33157 • 305.378.5647 • jamie@thewasseragency.com

Advertising, Sales, Consultant

A creative, passionate and result oriented **Sales and Business Development Professional**. A highly responsible consultant who believes in always putting the client first. Enjoys creating, cultivating and maintaining client relationships. Social butterfly with unusually happy and positive disposition. (seriously!) Thrives in busy, high energy environment. Use to working with and easily acclimates to a variety of personality types and situations. Native Miamian.

Core Competencies

- Foster strong relationships with existing clients to ensure continued business and customer satisfaction
- Creating reports in a timely matter and keeping all records of transactions and contracts in an organized manner
- Develop new business with both cold calling as well as telephone prospecting
- Submitting all necessary information and paperwork by required deadlines
- Research various types of businesses to see what would be best suited for various medias
- Writing as well as presenting various proposals to clients
- Attending various business association functions to network and gain valuable relationships for future business

Work Experience

DFYIT Fundraising-2013-present

Help to raise money to keep Drug Free Youth in Town in our public schools. Working with companies as well as private sector to secure funds to keep this iconic program up and running.

March of Dimes 2013-2014

Community Director

Was in charge of direct corporate and individual development for the March of Dimes, which includes the annual walk event, sponsorships and individual giving. Manage the volunteers and corporate teams for the event itself. Adept at managing donor software.

Advertising Sales 2011- 2013

Screenvision

Develop and maintain old business to advertise with cinema. Job includes cold calling, prospecting, sending out detailed proposals to help client understand the benefits of advertising in this specialized media. Weekly reports are turned in on a timely basis. Analysis of clients current needs are evaluated to fit a program which would best suited for their needs.

Advertising Sales 2010-2011*Miami's Community Newspapers*

Develop new business with both cold calling as well as telephone prospecting. High level of community involvement including attending various business association meetings and events. Much attention is given to client to make sure they have the best product to serve their needs in order to maintain future business. Work closely with account to design ad and make sure it is correct.

Marketing Director 2009 - 2010*The Wasser Agency*

Develop and implement new marketing campaigns and materials to generate new clients. Foster strong relationships with existing clients to ensure continued business and customer satisfaction. Responsibilities include, hands on promotional development, meeting clients, and discussing client needs and expectations as well as helping with special events and presentations for case production

Advertising Sales 2006 - 2009*Miami Herald Account Executive*

Meet and exceed company expectations including maintaining a high level of monthly active accounts, ad design layouts and weekly progress reports. Extensive prospecting and cold calling both in person and by phone to develop new business opportunities. Written proposals and numerous verbal presentations in conjunction with Miami Herald media products such as on-line, various publications and special sections are presented to fit within client budgets

Artist 1995 - Present*Self-employed - Whimsical Reality*

Self-employed artist creating and selling original hand painted artwork, glassware and other original pieces, while securing product distribution in local retail boutiques, at local art festivals as well as custom orders. Featured artist on NBC's South Florida Today.

Advertising Sales 1987 - 1990*Bellsouth Yellow Pages*

Sold new advertising and increased existing advertising in Southern Bell Yellow Pages, both in the main book as well as the Homestead edition. Exceeded quota and received numerous awards.

Awards

Rookie of the Year 1987

Golden Eagle Award 1988

Southeastern Sales Leader 1988 and 1989

Radio Advertising Sales 1985 - 1987*WHQT, Miami, Florida**WINZ, Miami, Florida*

Florida State University, Tallahassee, Florida 1980-1984

Bachelor of Science Degree In Communicatlons

Volunteer 1994 - Present

Miami Dade County Public Schools

15 years experience as a dedicated Miami Dade County School Volunteer, responsible for chairing, organizing, coordinating, and participating in various school fundraisers, activities and functions, for Elementary, Middle and High Schools in the Miami area, creating lasting relationships with students and teachers.

Chairperson 5th Grade Committee - Coral Reef Elementary School

For several years, coordinated a committee of 10 members to raise funds for the graduating 5th grade for their promotion luncheon and year end activities. Fundraising coordination of an average of 125 students and families to raise an average total of \$9,000 annually.

Committee Member

Coral Reef Elementary, Southwood Middle, Palmetto Senior High School

Coordinated program and fundraising for the ACT Committee

(Aids for Classroom Teachers)

Participated in the Red Ribbon Week Committee, promoting anti-drug awareness.

Classroom Parent assisting teachers with various class projects and activities.

Excellent communication and people skills

Computer and Internet skills including but not limited to:

MS Word, MS Excel and MS Power Point

Proven record of sales ability and developing sales relationships

Experienced in cold calls as well as appointed sales calls

Professional and dedicated to learning product to best serve



APPLICATION FOR

Art in Public Places Advisory Board

Name: Rebecca Peterson
 Home Address: 8230 SW 150 Drive
 City: Palmetto Bay State: FL Zip: 33158
 Telephone: () _____ Cell (305) 586.7864 Fax: () _____
 Email address: petersonrebeccak@gmail.com

EDUCATION

School: Florida International University
 Degree(s): BA - English; Women's Studies Cert - Exile Studies Year Graduated: 2011
Graduate Certificate - Museum Studies 2012

OCCUPATION

Occupation: Museum Educator
 Employer: Vizcaya Museum and Gardens/Miami Dade County
 Business Address: 3251 S. Miami Avenue
 City: Miami State: FL Zip: 33129
 Telephone: (305) 860.8423 Fax: () _____
 Email address: rebecca.peterson@vizcaya.org

Public Art Experience: Contemporary Arts Program at Vizcaya Museum and Gardens

Other special qualifications (Please describe any special qualifications or experience you have that is related to the duties and responsibilities of the Art in Public Places Advisory Board.)
vetting artists for commission at Vizcaya; managing budgets; conceptualizing and implementing programming for the public; assessing projects for public consumption.

AFFILIATIONS (Please indicate your current affiliations with any arts or professional organization(s) and your role, such as Board of Directors, Advisory Board, Staff, Member, or Volunteer.)

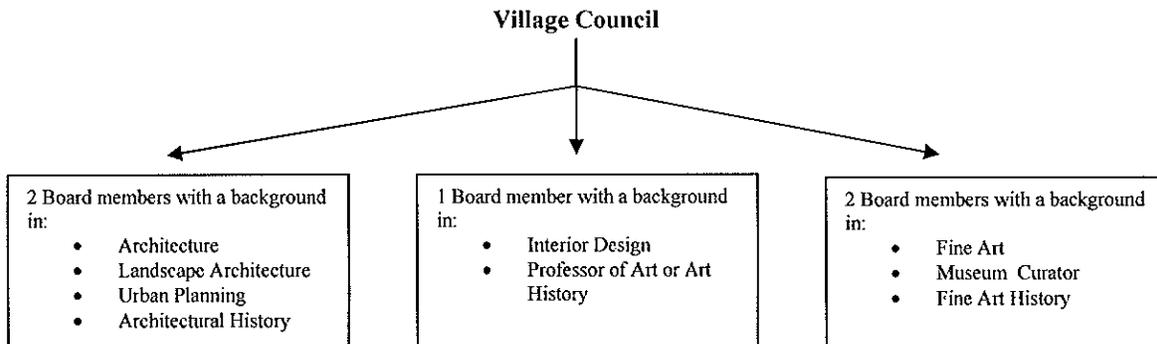
Emerging Museum Professionals, Steering Committee Member; Cultural Educators of Miami, Member; American Alliance of Museums, Member; Vizcaya Museum and Gardens, Staff

REQUIRED ATTACHMENTS:

1. **Letter of Intent** stating your public art philosophy and why you wish to serve on the AIPP Advisory Board.
2. **Current resume**
3. **Three personal /professional references**
4. **Visual documentation of your art or design work (if applicable):** 5-10 images of your art work in jpg format on a CD and accompanying descriptions (art work name, size, medium, etc.).
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Left Blank on Purpose

REBECCA K. PETERSON

8230 SW 150 Drive, Miami, FL 33158 | 305.586.7864 | PetersonRebeccaK@gmail.com

To whom it may concern:

Enclosed, please find my application for the Art in Public Places Advisory Board, my CV and the requisite three letters of recommendation.

As a resident of Palmetto Bay, I appreciate the Village's beauty, camaraderie, common spaces, values and overall sense of community. As I make my commute every morning, I take the scenic route and appreciate all of the instances, public or private, of art in public places. And I look forward to the traffic circle at 168 Street and 87 Avenue when I take my dog to the dog park. These moments help me to breathe deeper when I'm sitting in traffic. They remind me that I live and spend most of my time in a place that its residents are proud of and are committed to.

These, however, are very topical reasons that I am interested in being a part of Palmetto Bay's Art in Public Places Advisory Board. My public art philosophy aligns with my educational philosophy: it should be accessible to everyone, regardless of their level of prior exposure. There should be a way to make it relevant to a spectrum of individuals. It should be thought provoking, welcoming, inclusive and inspire reflection as well as dialogue.

In my position at Vizcaya Museum and Gardens, I find myself at the cross section of art and education. I spend every day interacting with the public, learning from them and with them. My focus is on ensuring that the museum is interpreted in a way that a diversity of people can connect to it. I hope that I can bring this lens to Palmetto Bay's Art in Public Places Advisory Board, ensuring that adding art for public use enhances our community, heightens our awareness, and encourages us to question our assumptions, in addition to creating a transformation of our landscape, and allowing us to convey community values.

Art in Public Places demonstrates that the constituents of Palmetto Bay approach their community thoughtfully and with intention, adding public art that enriches daily life as well as the well-being of the community now and into the future. Art being commissioned or accessioned into Palmetto Bay's list of assets supports the notion that we are a community of civic-minded thinkers, able to make solid, long term investments that are appreciated and appreciating from the moment they are implemented and installed. As Palmetto Bay matures, I am eager to be a part of its development and to support its continuing establishment as a place that provides a high quality standard of life.

By serving on the Art in Public Places Advisory Board, I aim to nurture and strengthen Palmetto Bay as a place that demonstrates unquestionable pride of community and stresses the importance of a thriving, lively and edifying environment—all of which are reasons I chose Palmetto Bay as the place to make my home.

Sincerely,

Rebecca Peterson

REBECCA K. PETERSON

8230 SW 150 Drive, Miami, FL 33158 | 305.586.7864 | PetersonRebeccaK@gmail.com

EDUCATION

Florida International University, Miami, FL
Museum Studies Graduate Certificate

2012

Florida International University, Miami, FL
B.A. in English and Women's Studies
Certificate in Exile Studies

2011

COMMITTEES

Emerging Museum Professionals

2015 - Current

National Leadership Task Force

As a sub-group overseen by American Alliance of Museums (AAM), cities have local Emerging Museum Professionals (EMP) chapters. The National Leadership Task Force standardizes practices and policies to ensure local chapters present a united front and cohesive offerings to both AAM and EMPs.

Emerging Museum Professionals: Miami

2014-Current

Steering Committee

Develop a fun and accessible platform for young and emerging museum professionals to build a strong network and connect with colleagues from other local cultural institutions; design professional development opportunities, monthly mixers, and museum and gallery tours.

Vizcaya Museum and Gardens

Interpretive Planning Task Force

2013-Current

Taskforce charged with clarifying the institution's approaches and goals for interpretation along with roles and procedures for developing interpretive materials in order to achieve rewarding and collaborative projects and programs for visitors.

American Alliance of Museums Session Proposal

"Death of the Lecture?"

2013

Development of proposed session for the American Alliance of Museums 2014 Annual Meeting; session aims to explore different programmatic formats designed to engage visitors in participatory experiences.

PROFESSIONAL DEVELOPMENT

Lincoln Park Zoo's Innovation Symposium

2014

Defining and Designing Participatory Experiences with Nina Simon

2014

American Alliance of Museum's Magnetic: The Art and Science of Engagement

2013

American Alliance of Museum's Increase the Impact! Ensuring Evaluation is Institution-Wide

2013

Future of Museums presentation with AAM President Ford Bell

2012

Environmental Education Providers Teacher Workshop

2011

SAS-C Grantee Workshop: Inclusion Strategies for Children with Disabilities

2011

American Alliance of Museums "Museums of Tomorrow" Virtual Conference

2011

EXPERIENCE

Vizcaya Museum and Gardens, Miami, FL

Public Programs Manager

February 2014 – Current

Support development of Vizcaya's Contemporary Arts Project. Begin programmatic initiatives for museum expansion into agricultural content and growth as a community resource. Develop

curricula for and implementation of public programs, including: conceptualization, administration, logistical coordination, implementation, evaluation. Develop programmatic partnerships with outside organizations that support Vizcaya's mission.

Vizcaya Museum and Gardens, Miami, FL

Public Programs Coordinator

Develop curricula for and implementation of public programs, including: conceptualization, administration, logistical coordination, implementation, evaluation. Create text and marketing materials for Vizcaya's public programs, including direct-mail public programs brochure, texts for e-blasts and social media posts. Develop programmatic partnerships with outside organizations that support Vizcaya's mission.

September 2011 – January 2014

Vizcaya Museum and Gardens, Miami, FL

Learning Programs Facilitator

Conducted discussion based tours for museum visitors, including school, college and adult groups. Assisted in the development of new thematic tours as well as outreach programming for school students as well as tour reservation and confirmation processes. Supported ongoing visitor services and evaluation initiatives. Maintained inventory of school tour materials and resources. Cooperated with museum staff to respond to the needs of visitors, including audience evaluation efforts, group management, logistical support and other visitor service tasks.

September 2010 – May 2013

Private Collection of Mitchell Wolfson, Jr., Miami, FL

Intern

Catalogued new acquisitions and assisted with curation of permanent exhibit for the study center in the private collection of Mitchell Wolfson, Jr.

June 2011 – August 2011

Study Abroad, Czech Republic

Oral History Collector

Interviewed and transcribed oral history accounts of survivors of Communist occupation in the Czech Republic to commemorate the twentieth anniversary of the fall of the Berlin Wall.

June 2009 – August 2009

Ross and Associates, Inc., Miami, FL

Director of Communications

Recruited to expand the marketing plan of a successful, high-end real estate franchise with the development and launch of a new interactive website. Creative design and maintenance of websites & marketing templates, liaison between realtor and professional website designer. Produced and placed traditional print advertising.

November 2006 – December 2008

Esslinger, Wooten, Maxwell Realtors, Miami, FL

Marketing Coordinator

One of four individuals handling print-media ad copy production and placement. Solely responsible for creative production, accuracy and timely placement of ads in 11 of 30 source publications. Produced specialized copy for individual agents upon request and acted as liaison between agents and publications. Expected to function independently with only general direction and accountable for design, accuracy and meeting publication deadlines. Developed templates for new publications, and responsible for training.

November 2004 – November 2006

Zoological Society of Florida, Miami, FL

Education Coordinator

Coordinated popular "Zoodlers" (for infants and toddlers), "Zoo-Inn" and "Wild Nite" (elementary school thru seniors) interactive and behind-the-scenes educational programs at Miami MetroZoo. Planned and implemented daily activities, marketing, administration, budgeting, and purchasing of materials. Maintained databases and financial records for revenues and expenses.

June 2001 – October 2004

RESEARCH

MappingMiami

About Miami's cultural arts history, the project maps the city via places where artists lived and worked - focusing primarily on the 1920s-1950s. MappingMiami is the first edition of an ever-expanding Mapping Art Project, with cities continually being added and "mapped."

2009/2013

"Reflections Across Time: Seminole Portraits"

2012

Researched artist and subject biographies for collaborative exhibit hosted by The Frost Art Museum and the Ah-Tah-Thi-Ki Museum of the Seminole Tribe of Florida. Over 150 years of portraits of Seminole leaders by George Catlin, Edward Curtis and other noted nineteenth and twentieth-century American artists are featured to explore the depictions of Native Americans and their leaders.

"The Women of Vizcaya: Groundbreaking Women and Their Role at a Groundbreaking Estate"

2012

Exploring primary archival resources to undertake new research about the two women site photographers during the construction of Vizcaya, the Miami estate of Agricultural Industrialist James Deering.

"In a Land Far, Far Away: Fairy Tales, Females and the Exilic Condition"

2010

The reinterpretation of traditional Grimm Brothers fairy tales through the lens of feminism and exile.

TECHNICAL AND SPECIALIZED SKILLS

Copy Editor. Proficiency in graphic design software: InDesign, Quark, Photoshop and Microsoft Office programs: Word, PowerPoint, Outlook and Excel.

MEMBERSHIPS

American Alliance of Museums
 American Folklore Society
 American Public Gardens Association
 Cultural Educators of Miami

REBECCA K. PETERSON

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Zoological Society of Florida, Miami, FL

Education Coordinator

Coordinated popular "Zoodlers" (for infants and toddlers), "Zoo-Inn" and "Wild Nite" (elementary school thru seniors) interactive and behind-the-scenes educational programs at Miami MetroZoo. Planned and implemented daily activities, marketing, administration, budgeting, and purchasing of materials. Maintained databases and financial records for revenues and expenses.

June 2001 – October 2004

RESEARCH

Mapping Miami

About Miami's cultural arts history, the project maps the city via places where artists lived and worked - focusing primarily on the 1920s-1950s. MappingMiami is the first edition of an ever-expanding Mapping Art Project, with cities continually being added and "mapped."

2009/2013

"Reflections Across Time: Seminole Portraits"

2012

Researched artist and subject biographies for collaborative exhibit hosted by The Frost Art Museum and the Ah-Tah-Thi-Ki Museum of the Seminole Tribe of Florida. Over 150 years of portraits of Seminole leaders by George Catlin, Edward Curtis and other noted nineteenth and twentieth-century American artists are featured to explore the depictions of Native Americans and their leaders.

"The Women of Vizcaya: Groundbreaking Women and Their Role at a Groundbreaking Estate"

2012

Exploring primary archival resources to undertake new research about the two women site photographers during the construction of Vizcaya, the Miami estate of Agricultural Industrialist James Deering.

"In a Land Far, Far Away: Fairy Tales, Females and the Exilic Condition"

2010

The reinterpretation of traditional Grimm Brothers fairy tales through the lens of feminism and exile.

TECHNICAL AND SPECIALIZED SKILLS

Copy Editor. Proficiency in graphic design software: InDesign, Quark, Photoshop and Microsoft Office programs: Word, PowerPoint, Outlook and Excel.

MEMBERSHIPS

American Alliance of Museums
 American Folklore Society
 American Public Gardens Association
 Cultural Educators of Miami



Vizcaya Museum and Gardens
3251 South Miami Avenue
Miami, Florida 33129
Tel 305-250-9133
Fax 305-285-2004
www.vizcayamuseum.org

miamidade.gov

To Whom it may concern,

I am writing to offer my support and recommendation for Rebecca Peterson to the Art in Public Places Advisory Board of the Village of Palmetto Bay. I have known Rebecca in a professional context since 2010 from her work at Vizcaya Museum and Gardens. During that time, she began in an entry level position in the Learning Division and in addition to that, found and interest in the work we did and volunteered to intern to learn more.

Eventually, Rebecca became our Manager of Public Programs which involves careful planning both intellectually as well as logistically. Rebecca will bring the perspective of the "public" point of view to your advisory board, as well as the understanding of what it takes to make public art happen.

Rebecca is incredibly eager, thoughtful, inquisitive, organized and very professional. She will make a great addition to your team.

If you need any further information, please feel free to contact me and I would be happy to email or speak with you.

Thank you,

Ann M. Loshaw
Deputy Director for Learning
Vizcaya Museum and Gardens
305-860-8436
Ann.loshaw@vizcaya.org

MIAMI-DADE
COUNTY
Delivering Excellence Every Day



Art + Art History

COLLEGE OF ARCHITECTURE + THE ARTS

February 25, 2015

To Village of Palmetto Bay - Department of Planning and Zoning,

It is my great pleasure to write this letter of recommendation on behalf of Ms. Rebecca K. Peterson, in order to support her application for Art in Public Places Advisory Board. I have known Ms. Peterson for over two years as a colleague developing a collaborative project between Florida International University's MFA in Visual Arts Program and Vizcaya Museum and Gardens' Contemporary Arts Program (CAP).

Rebecca is a very talented young professional and in my opinion any advisory board could count itself lucky to have her as part of the group dynamic.

Rebecca demonstrates a unique set of skills that encompass a complex abstract thinking and a detailed oriented pragmatism. She is committed to perfection and always seeks excellence in every aspect of her work. She demonstrates outstanding organizational skills and greatest degree of professionalism.

Rebecca is extremely articulate. Her knowledge of contemporary art is extensive. She combines real concern for current aesthetic, political and multi-cultural issues, with concern for the concrete production of works of art. In her interaction with students she always encouraged them to think for themselves, with a good degree of patience. Her presentations in classes have been clear and informative and her concern for students very evident.

Overall Ms. Peterson is an outstanding candidate to serve on your board and she has my highest recommendation. Please feel free to contact me, if there is a need for any additional information that would support Ms. Peterson's application.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacek J. Kolasiński".

Jacek J. Kolasiński MFA
Chair, Associate Professor of Art
Department of Art + Art History
Florida International University
MM Campus, VH 216D
Miami, FL 33199
Phone: 305.348.3362
Mobile: 786.395.4618
kolasins@fiu.edu



Art + Art History

COLLEGE OF ARCHITECTURE + THE ARTS

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www.vizcayamuseum.org
miamidade.gov

March 3, 2015

To Whom It May Concern:

It is with pleasure that I write in support of Rebecca Peterson. In the time that I have known Ms. Peterson professionally, she has earned the respect and admiration of her colleagues for her enthusiasm and dedication to her profession. I have found her to be a confident, intelligent, and talented individual possessing leadership abilities and strong convictions.

Currently as Public Programs Manager for Vizcaya Museum and Gardens Ms. Peterson has dealt with a wide range of arts management issues that include program development, grant writing, professional development, advocacy forums, and collaborative initiatives with various cultural institutions throughout the county.

I strongly support Rebecca Peterson's nomination for Art and Public Spaces Board. She has distinguished herself as a leader who continues to provide significant contributions to the arts, education, and cultural community.

Sincerely,

Mark Osterman
Guiding Programs Manager
Vizcaya Museum and Gardens
305-860-8439
mark.osterman@vizcaya.org

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Mark Osterman
Guiding Programs Manager
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305-860-8439
mark.osterman@vizcaya.org

MIAMI-DADE
COUNTY
Delivering Excellence Every Day



To: Honorable Mayor and Village Council

Date: March 30, 2015

From: Ron E. Williams, Village Manager

Re: Downtown Palmetto Bay
Economic & Market
Assessment Report

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE DOWNTOWN REDEVELOPMENT INITIATIVE, ACCEPTING THE ECONOMIC AND MARKET ASSESSMENT REPORT AND SUPPLEMENTAL APPENDIX COMPLETED BY BERMELLO, AJAMIL & PARTNERS FOR THE FUTURE DOWNTOWN PALMETTO BAY AREA; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Last year, the Village entered into an agreement with the firm of Bermello, Ajamil & Partners to conduct an economic study and a market profile for the future downtown area. The purpose of the study was to identify the number of businesses and residents that the local market could realistically absorb. Along with other important considerations, these figures would assist in identifying the final development patterns that are appropriate for the area, at least from an economic perspective.

Bermello, Ajamil & Partners, retained Lampert Advisory to complete the study. Lampert Advisory is a professional advisory group that is well known for their ability to develop realistic projections. The Village also requested for the consultant to identify the potential economic benefits of the proposed downtown redevelopment effort. The findings and recommendations are presented on the attached Economic and Market Assessment Report and Supplemental Appendix. A presentation on the preliminary findings was made to the Village Council on April 7, 2014, and a final presentation was made on February 2, 2015. During this meeting, Council directed staff to bring the presentation to a Special Meeting after several concerns and questions were raised.

FISCAL/BUDGETARY IMPACT

None at this time, since the cost for the study, totaling \$34,100 was approved with the adoption of Resolution 2014-06, and there are no further costs associated with the study.

RECOMMENDATION

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE DOWNTOWN REDEVELOPMENT INITIATIVE, ACCEPTING THE ECONOMIC AND MARKET ASSESSMENT REPORT AND SUPPLEMENTAL APPENDIX COMPLETED BY BERMELLO, AJAMIL & PARTNERS FOR THE FUTURE DOWNTOWN PALMETTO BAY AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, last year, the Village entered into an agreement with Bermello, Ajamil & Partners to conduct an economic study and market profile and prepare an economic development guidance document for the future Downtown Palmetto Bay area; and,

WHEREAS, the purpose of such study was to assess the level of absorption that the local economic market could sustain in order to finalize recommendations for the development patterns of the downtown area; and,

WHEREAS, Bermello, Ajamil & Partners, retained Lampert Advisory to complete the study, inclusive of identifying the potential economic benefits of the proposed downtown redevelopment effort; and,

WHEREAS, the findings and recommendations deriving from the study, along with the economic benefits information, are presented on the attached Economic and Market Assessment Report and Supplemental Appendix.

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

Section 1. The final Economic and Market Assessment Report and Supplemental Appendix, attached hereto as Attachment A, are hereby accepted.

Section 2. This Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED this _____ day of February, 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
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 Karyn Cunningham _____

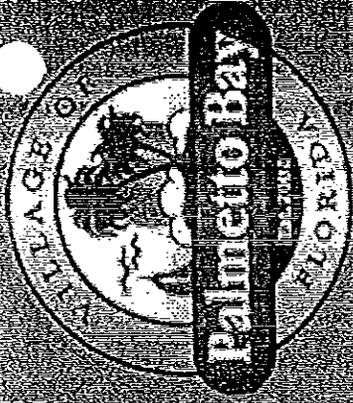
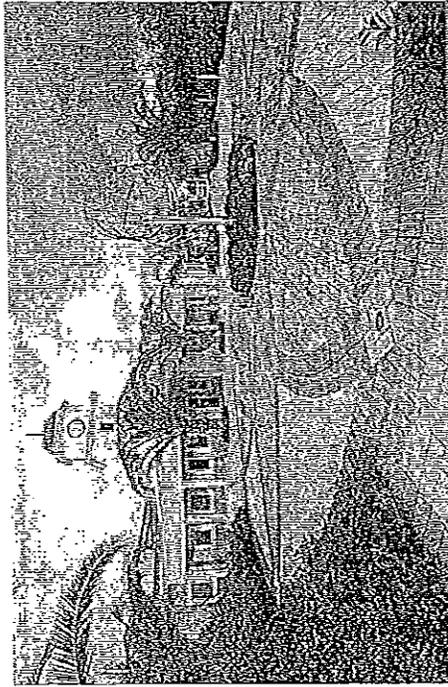
Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

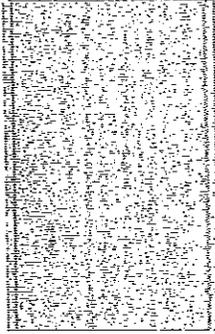
Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

ATTACHMENT "A"



*Village of Palmetto Bay – Downtown Master Plan
(Economic and Market Assessment) (April 2014)*





Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

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APPENDIX

- Attachment 1: Village of Palmetto Bay Trade Area – Profile of Select Rental Apartments
- Attachment 1: Downtown Palmetto Bay Housing Demand Model
- Attachment 2: Downtown Palmetto Bay Trade Area Resident Retail Demand Analysis (Model)

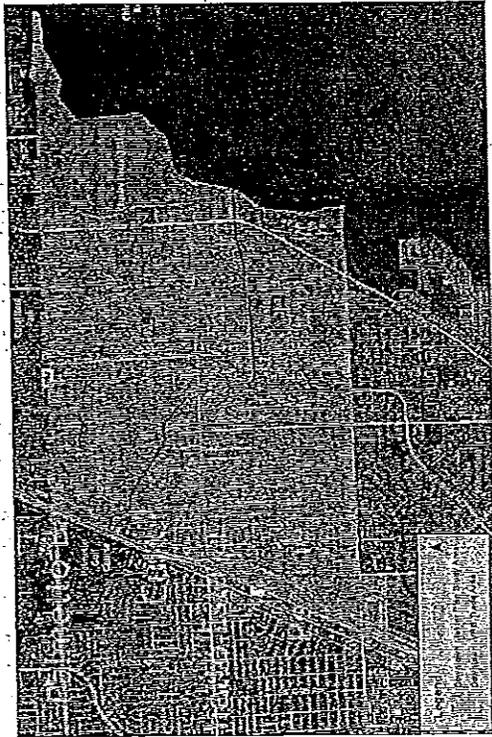


SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

Lambert Advisory (Lambert) was engaged by Bermello, Ajamil & Partners (B&A), the Prime Consultant to the Village of Palmetto Bay) to provide the economic and market analysis associated with the Downtown Master Plan. A primary objective of the Downtown planning process is to identify the opportunity for a mixed use development which emphasizes a sense of place and destination for the residents of the Village.

Lambert has completed its economic and market analysis of the real estate demand potential for the proposed Downtown area. The body of this report includes our assessment of market conditions and trends impacting residential and commercial development proposed to be integrated within the Downtown Master Plan. The opportunity for development within the Downtown area is primarily based upon the market supply and demand conditions within Miami Dade County, the Village of Palmetto Bay and the Downtown Trade Area - as illustrated below and discussed in detail in Section 1 of this report.

Figure 1: Village of Palmetto Bay – Downtown Trade Area and Downtown Area Boundary Map





Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

This section provides a highlight of conclusions with a summary of demand estimates (by use), as well as strategic recommendations to help guide the Downtown Master Plan. The estimates of demand and recommendations herein have been prepared in the effort to understand and define the market-driven housing and commercial development opportunities for the Downtown Master Plan. Importantly, any financial feasibility and/or land evaluation prepared on the basis of this analysis is subject to design, building cost, parking and regulatory requirements that have not been made a part of this analysis.

Following is a summary of demand by use:

Residential: Miami Dade County's economic and housing climate is still in recovery mode from the Great Recession, but the projected economic and demographic fundamentals in the region support long term growth in the housing market. The multifamily housing market is planning for considerable delivery of inventory driven by significant condominium development in Downtown Miami and the coastal/beach areas. However, there is also considerable activity among multifamily rental development, particularly in south Dade County. The multifamily rental market affecting the opportunity for housing development within Village of Palmetto Bay is relatively strong, with occupancy greater than 95 percent. However, the majority of inventory is older in nature, and rental rates overall are still relatively modest; particularly, in the sense of supporting a large amount of new market rate development in the near term.

As detailed within Section 2, the demand for housing for the Downtown Master Plan is based upon regional household growth projections, forecast demand for market rate multifamily housing, and the propensity for the Village's Trade Area and Downtown to capture this growth over the next ten years. It also considers existing "pent-up" demand which is largely the result of a lack of existing mid- to higher density multifamily product within the Village given regulatory, infrastructure, and/or other physical challenges associated with accommodating this type housing development. Based upon historical trends and population projections, there is demand for approximately 1,200 multifamily market rate housing units in the Downtown area during the next ten year period (which we consider to represent demand under a *Trending Scenario*). However, we have also undertaken an analysis that considers that the Village of Palmetto Bay and its Downtown area may be in a position to capture well more than its fair share of demand based upon the trending analysis contemplating the Village's strong school district, a highly successful implementation of the Downtown Master Plan and continued improvement in the surrounding corridor. For this, the multifamily housing demand for Downtown area increases to approximately 1,700 units over the next 10 years (referred to herein as the *High Scenario*). Importantly, for master planning purposes, we recommend the planners rely upon the *trending scenario*, but allow for flexibility to accommodate the higher demand. In either case, the analysis considers demand for either ownership (condominium) and/or rental product supported by primary residents (and therefore does not account for any potential additional development that may be built



Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

largely for investors/speculators). In terms of housing pricing, and specific to the rental market, The base asking monthly rental rates for newer (premium) units within the market area (ie. Dadeland) is in the range of \$1.80 per square foot. We assume that this would apply to the Village; therefore, with an estimated average unit size of roughly 1,050 square feet, the average asking monthly rent would generally be in range of \$1,800 to \$1,900. For ownership (condominium), the pricing is estimated to be within the range of \$250,000 to \$350,000.

Office: Since the end of the recession in 2009, unemployment in Miami Dade County has continued to decline. Moreover, an analysis of office employment projections based upon CBRE/EA³ and Florida Department of Economic Opportunity (FDEO) data through 2019 indicates growth in Miami Dade County's office employment of approximately 3,900 jobs per year through this period. Miami Dade County has 100 million square feet of office space, of which the Village of Palmetto Bay (and Trade Area) comprises roughly 1.0 million square feet of total inventory. The majority of office space in Palmetto Bay is Class C space, equal to 59 percent; more than double the 28 percent share of Class C space in Miami-Dade County. Approximately 78 percent of the office space in the Village of Palmetto Bay was built before 1970, and 89 percent before 1990. Since 2007, the impact of the recession pushed the office occupancy level in the Village down below 84 percent in 2012, but has since improved to nearly 88 percent in the Village as of year-end 2013. As detailed in Section 3, based upon broader office market and local submarket office development trends, and based upon projections of office employment during the next five years, office demand for the Village of Palmetto Bay is estimated to be between 135,000 and 270,000 square feet during the next 5± years. It is very important to note that this does not represent demand entirely supporting new future office development because absorption of existing space (and/or older buildings that will likely fall out of the market due to condition) needs to be considered. Nonetheless, the Downtown area is naturally in a position to capture a considerable portion of this demand since there is limited commercial land outside of the corridor to support new office development. Specific to the Downtown Master Plan, the opportunity to incorporate a limited amount of office (ie. small professional and/or medical offices) as a supporting use is warranted.

Retail: For the Village of Palmetto Bay and its broader surroundings beyond the boundaries of the Village and/or Trade Area, the retail market is well represented with local, regional and national stores ranging from quick service restaurants to Big Box tenants to regional malls. Within the Trade Area, there is approximately 600,000 square feet of retail space, with a healthy 95 percent occupancy. However, average asking rental rates within the Trade Area remain 5 to 10 percent below that of the County's average, impacted in part by a considerable amount of older, smaller neighborhood retail centers. Based upon the retail trade model (as detailed in Section 5), retail demand within Trade Area is estimated to increase 110,000± square feet by 2019; a portion of which is anticipated to be absorbed by redevelopment of older retail complexes that will likely "fall out" of the market in the near term. Regardless, the Trade Area will likely capture its proportionate share. Specific to the Downtown, we estimate demand for 20,000 to

³ CBRE/EA is an independent economic research firm owned by CBRE, and internationally recognized in the field of economic modeling and forecasting.



Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

30,000 square feet of retail space can be supported as part of the initial development phase including dining establishments, smaller (boutique) shops, and limited service convenience. We also believe there is an opportunity to attract a grocery store (such as Publix or Whole Foods) within the next 5± years which is based upon steady population growth for the overall-trade area and the resultant demand for *convenience goods* during the next 5± years that adequately supports a 40,000 to 50,00 square foot grocery store. The planning team is assuming that the Village's Downtown core has a very strong opportunity to capture this demand provided that the initial phases of the residential development are successful. Considering the opportunity for both boutique retail and grocery, there is an estimated demand for approximately 60,000 to 80,000 square feet of retail within the next 5± years. Looking further into the horizon, the Village's Downtown area should continue to capture its fair share of retail trade area demand and, therefore, over a 10± year period the total retail demand is estimated to be in the range of 100,000 to 110,000 square feet.

Based upon the analysis completed as part of the economic and market assessment for the Village of Palmetto Bay Downtown Master Plan, we provide the following conclusions and recommendations:

- *Residential and Retail will Drive Initial Downtown Program:* As summarized above, there is demand for approximately 1,200 market rate multifamily housing units within the Downtown market area during the next 10 years. Given location and strong demographic characteristics, the opportunity to incorporate 20,000 to 30,000 square feet of supporting retail within a mixed use development creates a dynamic *downtown* environment.
- *Opportunity is Manageable and Realistic:* The level of development supported herein promotes a manageable development plan that can be phased in over time and that is relatively modest in scale. Accordingly, under this framework of development, investment by the Village to encourage this opportunity is considered to be minimal given available land and existing infrastructure.
- *Downtown Program Works Best in Concentrated Area:* Levering upon the opportunity to create the Downtown based upon a manageable and realistic plan, developing Downtown in phases within concentrated areas (such as that proposed for Phase 1 immediately east of Village Hall), should mitigate substantial infrastructure investment cost by the Village, while at the same time allow for a scale of development that promotes mixed use.
- *Access to US 1 is Critical to Downtown:* Access and visibility to US 1 is critical to the success of Downtown, which is currently lacking. Accordingly, there is presently no sense of arrival or gateway characteristic approaching the Village from either the north or south along US 1. The Downtown Master Plan provides a great opportunity to establish this attribute. Furthermore, this feature helps to promote the Village with a regional presence, rather than as a small local center.



Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

- *Evaluate Parking Needs:* In the effort to support mixed use housing and retail development for the initial phase of the Downtown, it will be important to provide adequate and integrated parking for the residential buildings, with adequate and accessible parking for the ground floor retail.
- *Downtown Potentially Generates Substantial Ad Valorem Tax:* Based upon the incremental ad valorem tax revenue model Lambert prepared for the Village in late 2013 (in association with previous analyses for the Downtown), the initial phases of a Downtown Master Plan that provides for up to 1,200 market rate housing units and approximately 30,000 square feet of retail space is estimated to generate more than \$600,000 in total ad valorem taxes per year to the Village (upon stabilized operations). In the case where there is estimated to be up to 1,700 market rate housing units, 100,000 square feet of retail (inclusive of grocery), and some supporting office (or 50,000± square feet), the estimated ad valorem tax revenue increases to a range of nearly \$1 million per annum (stabilized).



Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

SECTION 1: STUDY AREA DEFINITIONS

As the basis for evaluating the market potential and real estate development opportunities for the Village of Palmetto Bay Downtown Master Plan, Lambert examined demographic, economic, and real estate market trends and forecasts (both residential and commercial) for four primary geographic areas: (in descending order of geographic size) Miami Dade County, south Dade County, Village of Palmetto Bay, and the Downtown Trade Area (referred to herein as the Trade Area).

Miami Dade County, and the south Dade County area, are both profiled to provide economic context for the narrower drive time radii, Downtown retail Trade Area, and the Downtown. This profiling applies to the Downtown's existing and potential "capture" of economic activity that occurs at the broader geographic levels. Importantly, the Downtown Trade Area was determined based upon a geography that represents behavioral boundaries from which prospective residents, workers and/or retail patrons' have the propensity to live, work and/or shop in a given area. In this case, Downtown Palmetto Bay will likely be supported by areas with stronger income characteristics, which is discussed in detail in Section 2 below. An illustration of the Downtown Trade Area, and outline of the Downtown Master Plan area is provided in Figure 2 at the end of this section.

The following sections provide a detailed analysis of the economic, demographic and/or real estate market conditions within the geographies noted above. Additionally, historic data, estimates, and projections for the broad range of information in this market study – demographics, income, residential and commercial real estate, among others – are available based on varying geographies. Demographic information, for instance, is most widely available for the set hierarchy of US Census geographies. Residential real estate sales data, on the other hand, is most widely available by correlating GIS boundary maps with Miami Dade County Property Appraiser (BCPA) database.

For these reasons, different sections of this study refer to multiple and/or different geographic areas (e.g., County, Village, Trade Area), based on different geographic definitions (e.g., zip code, census block group). These areas are listed below, by section of this report, and shown graphically and defined in more detail in each respective section.

- Section 2, Demographic and Economic Profile, refers to four different areas, based on political boundaries and census geographies: Miami Dade County, south Dade County, Village of Palmetto Bay, and the Trade Area, as data permits. As noted, the Trade Area for the Downtown Master Plan area represents behavioral boundaries based on the propensity for people to live, work, and/or shop in the Trade Area.



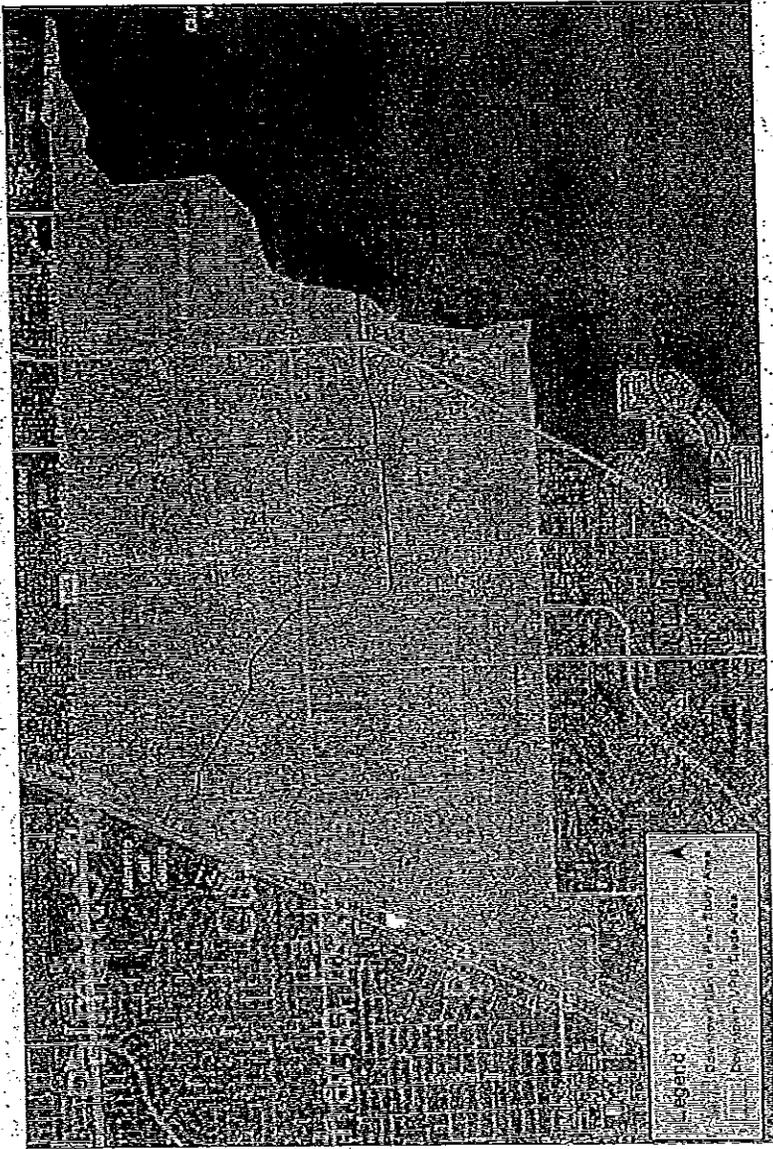
Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

- Section 3, Residential Market Analysis, analyzes key housing supply and demand trends in Miami Dade County, south Dade County and Village of Palmetto Bay. For purposes of this analysis, south Dade County is defined as the entire area south of Kendall Drive (Southwest 88th Street) to the Miami Dade/Monroe County line.
- Section 4, Office Market Analysis and Demand Estimate, considers office market trends in Miami Dade County, but focuses intently on the supply and demand activity within the Village and/or Trade Area.
- Section 5, Retail Market Analysis and Demand Estimate, represents retail supply and demand trends within Miami Dade County and the Village of Palmetto Bay, with a specific focus on the Trade Area. This area is the primary area from which Downtown Trade Area businesses will draw resident, visitor and worker expenditure. It is important to note that the Downtown Trade Area is regarded as a primary trade area for expenditure capture; however, the *Lambert Advisory Retail Trade Model* takes into account expenditures by residents outside of the Trade Area (or commonly referred to secondary and/or tertiary Trade Areas) by utilizing inflow factors – discussed in detail within in this section.



Village of Palmetto Bay -- Downtown Master Plan (Economic & Market Assessment)

Figure 2: Trade Area Boundary Map





Village of Palmetto Bay -- Downtown Master Plan (Economic & Market Assessment)

SECTION 2: ECONOMIC AND DEMOGRAPHIC PROFILE

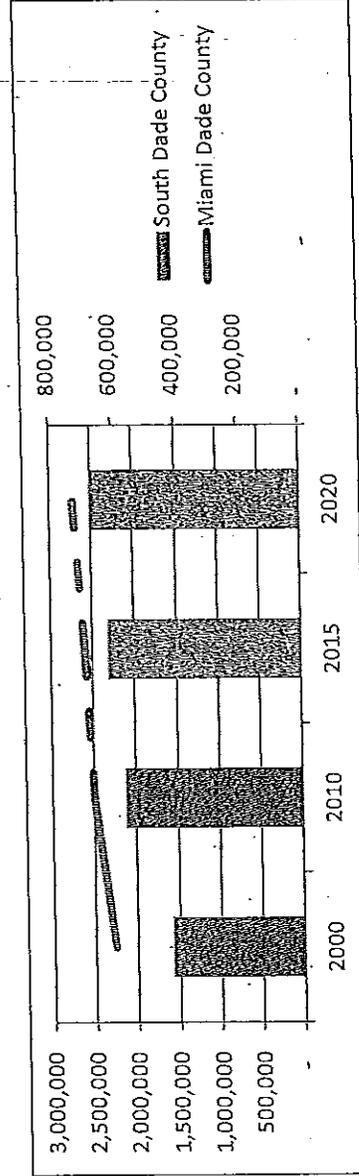
As the basis for evaluating market potential and opportunities for the Downtown area (and the Downtown Master Plan), Lambert examined population, household, and economic trends and forecasts for several geographic areas — Miami Dade County, Village of Palmetto Bay, and the Trade Area (as shown in Figure 2 above). The demographic and economic profile herein focuses on those variables that “drive” demand for residential, retail, and office uses (estimates of which are found in following sections of this report), including population and household growth trends, household income growth, and employment trends and forecasts.

2a: Population and Households Overview

Based upon 2010 US Census data, Miami Dade County grew from 1.93 million residents in 1990 to 2.25 million residents in 2000, or an average 31,600 persons per annum and 1.5 percent average annual growth rate. From 2000 to 2010 population increased to 2.49 million residents, or an average of 24,300 residents per year and 1.0 percent annual growth. According to University of Florida’s Bureau of Economic Research (BEER), the County’s growth rate is forecast to increase steadily to 2.71 million residents by 2020, or 22,100 residents per annum and 0.9 percent annual growth. South Dade County experienced stronger population growth from 2000 to 2010, at 3.0 percent per year, and is projected to increase at approximately 1.7 percent per annum for the next several years according to ESRI.²

Figure 3: Historic and Projected Population Growth — Miami Dade County

Source: BEER



² ESRI is an international supplier of Geographic Information System (GIS) software, web GIS and geodatabase management applications.



Village of Palmetto Bay – Downtown Master Plan (Economic & Market Assessment)

The Village of Palmetto Bay was incorporated in 2002. Therefore, the historical demographic information herein is based upon the correlating Census Designated Places of Cutler and East Perrine. Based upon 2010 US Census data, the Village of Palmetto Bay had a slight loss in population during the period between 2000 and 2010, declining from 24,469 residents in 2000 to 23,410 residents in 2010, or average of 105 residents per year (equal to a decline of 0.4 percent average annually). As discussed in Section 2 above, the Trade Area is slightly smaller than the Village's boundary, but demographically very similar, as summarized below.

Figure 4: Miami Dade County, South Dade County, Village of Palmetto Bay and Trade Area (Demographic Profile 2010)
 Source: US Census; ACS 2008-2012

	Miami Dade County	South Miami Dade County	Village of Palmetto Bay	Trade Area
2010 Population	2,496,435	522,619	23,410	16,904
2010 Total Households	867,352	166,535	7,973	5,717
2010 Avg. HH Size	2.83	3.11	2.95	2.95
2008-12 ACS Median Household Income	\$43,464	\$19,726	\$107,259	\$98,438
2008-12 ACS Per Capita Income	\$23,304	\$22,509	\$41,084	\$39,337
2010 Owner Occupied Households %	55.80%	66.80%	84.20%	82.10%
2010 Renter Occupied Households %	44.20%	33.20%	15.80%	17.90%
2010 Median Age	38.2 years old	35.4 years old	41.9 years old	41.2 years old
Under 19	24.70%	29.20%	29.20%	28.80%
20-39	28.10%	18.20%	18.20%	19.30%
40-64	33.00%	40.60%	40.60%	40.40%
65+	14.20%	12.00%	12.00%	11.50%

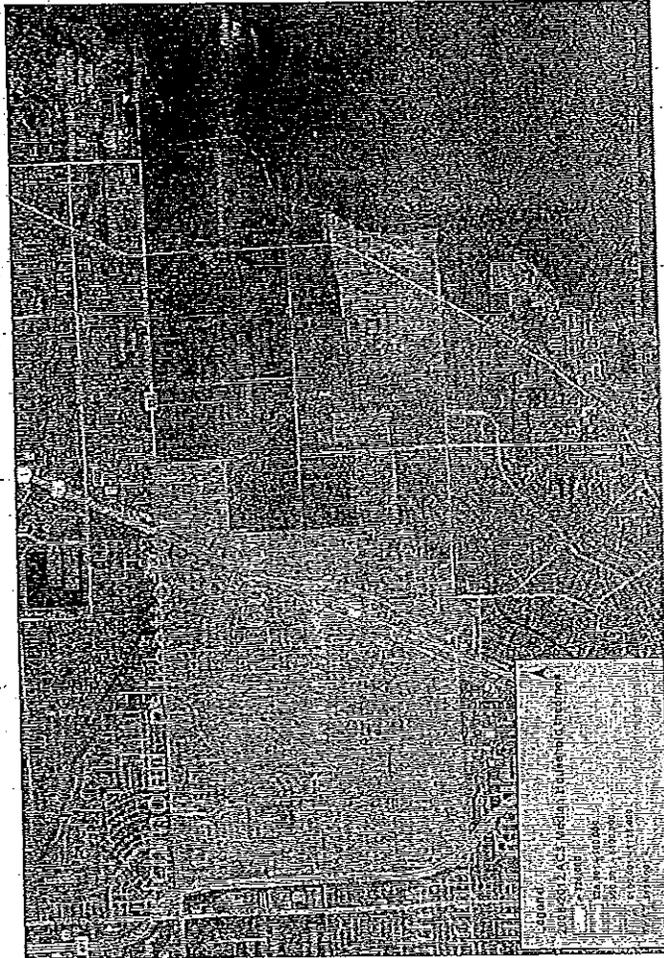


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As part of our demographic and economic profile, Lambert analyzed household income, which represents a critical element of retail and housing demand as it indicates the amount and nature of expenditure potential in a given market.

As detailed in the Figure above, the 2008-2012 median household income in the Trade Area (\$98,438) is very strong and significantly higher than that of the County (\$43,464) and slightly lower than that of the Village (\$107,259). This trend holds true for per capita income as well, with the Trade Area (\$39,337) having a higher per capita income than the County's (\$23,304), and slightly lower than the per capita income of the Village (\$41,034). As discussed in Section above, the determination of the Trade Area boundaries considered the income characteristics of the broader market area as shown below:

Figure 5: Median Household Incomes by Block Group, 2008-2012 ACS (Village of Palmetto Bay and Surrounding Areas)
Source: ACS





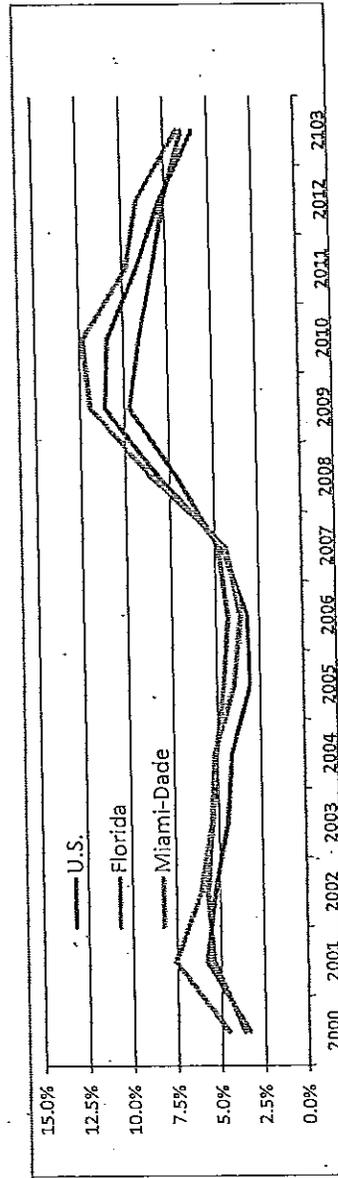
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The Downtown area will primarily draw from areas to the east of US 1, with the northern boundary representing S.W. 152nd Street and S.W 184th Street being the southern boundary.

2b: Employment and Wages

From a broad perspective, labor trends among all sectors in Miami Dade County, including employment and unemployment, have a notable impact on office demand. From 2000 to 2007, the unemployment rate in Miami-Dade County was relatively low, which was in line with trends on a State and national level. Outside of the 12 to 18 month period following the calamitous events of 9/11, the State and County unemployment rate remained below 6.0 percent and dipped to 3.3 percent in the State and 4.1 percent in Miami-Dade during 2007³. However, commencing with the economic recession in 2007/2008, the unemployment rate in the US and throughout Florida began trending upward, reaching 9.7 percent in the U.S. in 2009 and double digit levels in the State and Miami-Dade County. The State's unemployment rate peaked in 2009 at 11.1 percent, but unemployment in Miami-Dade didn't peak until June 2010, reaching 13.9 percent. Though still above pre-recession levels, unemployment in Miami-Dade has since declined steadily, with the rate dropping to 6.8 percent as of year-end 2013.

Figure 6: National, State and County Historical Unemployment Rate, January 2000-December 2013
 Source: Florida Department of Economic Opportunity; BLS; Lambert Advisory



³ Florida Department of Economic Opportunity



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According to the Florida Department of Economic Opportunity (FDEO), Miami Dade County's total non-agricultural employment base is approximately 1.07 million, of which more than 82 percent is private sector employment. Miami-Dade County's total private employment is more than 875,000. The largest private employment sectors in Miami-Dade County are Health Care and Social Assistance at 15.3 percent, Retail Trade at 15.2 percent and Accommodation and Food Services at 11.5 percent. The Professional and Business Services, Finance and Insurance, Real Estate (FIRE), and Information Services, which are primary the sectors for office based employment, collectively represent approximately 17 percent of total private employment in Miami-Dade County.

According to data from the US Census, there were a total of 5,644 persons privately employed within the Trade Area. This is an increase from 2002, were 5,336 persons were privately employed in the Trade Area. Retail trade, was the leading sector, with nearly 32 percent of all total employment in the Trade Area. The Figure below summarized private sector employment within the Trade Area between 2002 and 2011.

Figure 7: Trade Area Private Sector Employment

Source: US Census On The Map

NAICS Sector	Count By Year			Actual Change		Percent Change	
	2002	2007	2011	02-07	02-11	02-07	02-11
Retail Trade	1,701	2,739	1,894	538	103	31.6%	6.1%
Health Care & Social Assistance	565	302	566	253	101	44.5%	17.9%
Administration & Support Waste Management and Remediation	396	549	649	151	251	37.9%	63.4%
Finance, Insurance & Real Estate (FIRE)	215	361	494	138	279	63.9%	129.8%
Accommodation & Food Services	446	734	487	288	35	64.6%	7.8%
Professional, Scientific and Tech Services	283	553	408	270	125	95.4%	44.2%
Wholesale Trade	235	202	208	-33	127	-14.0%	54.1%
All Other Sectors	438	356	934	-80	554	-18.3%	126.5%
Totals	5,336	5,388	5,644	52	308	1.0%	5.8%



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As noted in the table above, the employment sectors that experienced the strongest growth in the Trade Area between 2002 and 2011 were FIRE, Administration & Support, Waste Management & Remediation, along with Professional, Scientific and Technical Services. These sectors are primarily office using jobs and will drive office demand locally and regionally.

In regards to office employment, Miami-Dade County is projected to increase office employment by 3,867 employees on average annually through 2019, or 1.9 percent per year. The following table is a summary of historic and projected office employment in Miami-Dade County.

Figure 8: Miami-Dade County Office Employment Projections

Source: Florida Agency for Workforce Innovation

	Financial	Services	Total	Avg. Annual Change	Avg. Annual Growth %
1990	63,600	76,400	140,000		
2000	60,800	134,400	195,200	5,520	3.4%
2010	60,400	192,200	276,600	13,660	10%
2013	67,800	225,800	193,600	5,667	3.1%
2019	72,700	144,100	216,800	3,867	1.9%

The office employment growth above will be the key indices for office demand projections provided in Section 5 below.

2c: Economic and Demographic Profile Conclusions

As noted above, the economic and demographic trends of the region are key determinants to possible development opportunities both in the near term and the long term. It is not only important to analyze economic and demographic trends in order to comprehend current market conditions, but also to adequately support a strategy for Downtown going forward. A summary of key economic/demographic characteristics within the local and regional market that will affect opportunities for the and Downtown Master Plan include:



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- Population has shown a slight decline in the Village and Trade Area during 2000-2010, compared to modest growth for south Dade and Miami Dade County. Importantly, south Dade County is expected to grow at a faster pace than that of the County for the next few years, which is a key growth indicator for the Downtown Master-Plan housing and retail demand.
- The Village and Trade Area have substantially higher per capita and household income compared to the County (and south Dade County), which is a key component to supporting housing and commercial development.
- Employment growth is expected to rebound during the next several years and provide solid demand for on-going office development throughout the broader region.



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SECTION 3: RESIDENTIAL MARKET ANALYSIS

The opportunity for housing is considered to be strong for the Downtown area. In terms of rental housing opportunity, Lambert completed a broad overview of the local and regional rental housing market.

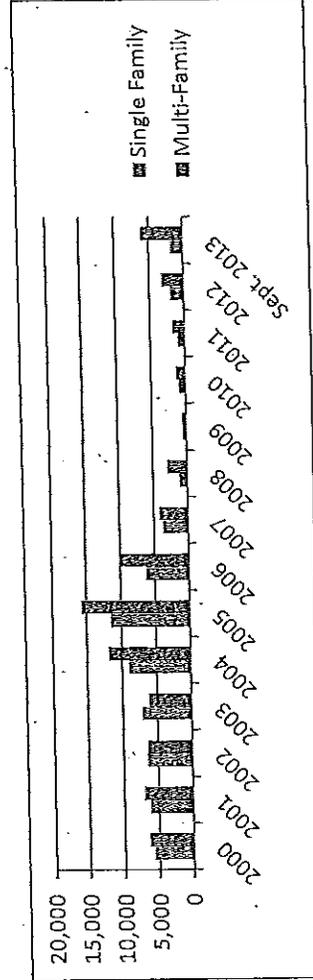
The following provides a profile of residential housing conditions supporting the opportunity for housing as part of the Downtown Master Plan. While we focus on overall trends in the housing market to identify general market conditions, the focus herein is multifamily housing, since it is the product type that defines mid- to higher density development in the Downtown.

3a: Housing Market Overview

According to Reinhold P. Wolff Economic Research (RPW), the growth in both single family and multifamily housing permit activity in Miami Dade County was among the strongest in the region's history, with total housing permits increasing from 12,200 in 2000 to 27,200 by 2005; or an average annual increase of nearly 15 percent per annum. Multifamily housing permits had the strongest growth trajectory from 2002 to 2005, as the Downtown Miami market and coastal areas skyrocketed with speculative development. According to RPW, housing starts are expected to remain robust during the next few years, based upon projects currently under construction or in the planning stages. In particular, multifamily development County-wide is expected to reach 14,000 units in 2014, with single family development expected to remain stable at 4,000 units.

Figure 9: Miami, Dade County Residential Building Permit Activity

Source: RPW; Lambert Advisory





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Based upon data provided by RPW, the median price for new single family homes in Miami Dade County as of the 3rd Quarter 2013 was \$260,000, while existing home values were approximately \$206,000; or, an estimated \$225,000± combined. However, based upon an analysis of single family home sales in the Village of Palmetto Bay, there were 93 total sales from January 2012 to March 2013, with an average home sale price of \$472,480; or, more than twice the average price for that of the County.

In terms of condominium sales, the Miami Dade County peaked with 25,400 sales in 2005, steadily declining to less than 1,330 by 2012. Although there is projected to be roughly 1,000± condominium sales in 2013, the pace of condominium sales is expected to escalate dramatically as new development is completed during the next 12 to 24 months (and likely beyond).

New condominium sales prices are rapidly increasing with the average price reaching nearly \$500,000 in the third quarter 2013, compared to less than \$375,000 per sale during the same period in 2012 which is largely the impact of sales Downtown, and along the eastern/coastal fringes of the County. In contrast, condominium re-sales are currently just below \$200,000, with several areas in the south Dade County area registering re-sales well below this level.

In terms of rental housing, the market profile is based upon rental housing market industry resources such as Apartment Guide, Reinhold P. Wolff (RPW) MyRents.com, with additional support from our discussion with select rental housing developments within the surrounding market area. The County's rental housing market overall is nearly 97 percent occupied, with the broader Perrine/Cutler Bay submarket (within which encompasses the subject's Trade Area as defined by RPW) is slightly lower but still a solid 95.5 percent occupancy. Rental rates County-wide are averaging \$1,413 per month (or \$1.60 per square foot) as of the third quarter 2013, an improvement of 3.5 percent over the prior year. For the Perrine/Cutler Bay submarket, rental rates are estimated to be slightly lower than the County overall, though generally comparable.

There are approximately 5,850 rental apartment units within five miles of the Trade Area. These include projects with 80 units or more. The inventory is dated, with 83 percent (4,820 units) delivered prior to 1980. Only eight percent (485 units) have been delivered since the year 2000.

As part of the analysis of the rental housing market for the Village of Palmetto Bay, Lambert conducted a survey of select significant rental apartment communities in and around the Village of Palmetto Bay. In the latter case, due to the lack of new vintage Class A or B market rate rental apartments in the Village (or Trade Area), the sample survey extended out to include apartment communities located within five miles of the Trade Area. Ten projects were included in the survey combining for 2,487 multi-family rental apartment units. Of this total, two apartment communities combining for 388 units are located in the Village of Palmetto Bay; four projects, combining for



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1,187 units are located in the Dadeland/Kendall market to the north of the Village; and four projects, combining for 912 units, are located in the Cutler Ridge area south of the Village. The findings from our research, including the sample survey of apartment communities, are presented in the following discussion along with a detailed Table in the Appendix.

Occupancies rates are high among all projects, averaging 94.6 percent and ranging from 100 percent for one of the two projects in the Village, to 93.8 percent for the four apartment communities located south of the Village. Rents are roughly 50 percent higher among projects north of Palmetto Bay, averaging \$1,254 (\$1.43/sq. ft.), compared to an average of \$853 (\$1.04/sq. ft.) among projects south of Palmetto Bay. The average rental rate for the two projects surveyed in the Trade Area were at the lower end of the survey range, averaging \$72.5 and \$0.94 per square foot - noting, though, that these properties are more than 40 years old.

3b: Residential Demand Analysis

In the effort to identify the level of demand for residential development expected to occur during the next few years within the broader market area, the Trade Area and the Downtown specifically, we consider the economic, demographic, and overall housing market and economic conditions as outlined in this section as well as in preceding sections. The demand analysis methodology herein is used to identify the broader parameters of residential demand that support potential housing demand within the Trade Area and the Downtown area, and has been prepared in the effort to provide order of magnitude estimates of future housing demand. Accordingly, the focus of the analysis is to determine level of demand for market rate housing, as discussed further below.

The methodology for evaluating demand considers historical population trends and projections for the Village and Miami Dade County. However, household growth activity in south Dade County is a very important part of this analysis considering it is the broader market from which the Village and Downtown will draw demand; particularly upper income households.

The detailed housing demand analysis (model) is included in the Appendix, with a summary of the key assumptions provided as follows:

Household Growth: In 2010, there were 166,365 households in south Dade County and based upon projection data from ESRI⁴ the area's household growth is projected to grow at 1.7 percent per annum for the next five to ten year period.

Household Income: Based upon US Census data, approximately 50 percent of all households in south Dade County have annual household income greater than \$50,000, a minimum threshold considered to adequately support monthly rental payments required



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to underwrite new, market rate multi-family housing development; or, minimum average monthly rental rates estimated to be \$1,400 to \$1,600.

Multi-family Units: The housing demand for the Downtown area considers propensity of demand for mid- to higher density multi-family housing that provides the critical mass needed to encourage a dynamic, mixed use area. Based upon US Census housing data for Miami Dade County, roughly 40 percent of all dwelling units are multifamily. Importantly, for this analysis, we assume that the proportion of multifamily development will continue to outpace single family development given current and near term trends and therefore we apply a modest increase to the model.

Capture of New Housing Demand: Based upon the demographic composition of the region, Village of Palmetto Bay represents approximately 4.7 percent of the total households in south Dade County; however, it represents more than 7.5 percent of the households over \$50,000. Therefore, for this analysis we assume that the Village will continue to capture its fair share of this household demand, which is considered to be a somewhat conservative estimate considering the Village residents have access to some of the highest performing elementary, middle and high schools in the south Dade County region.

Based upon the assumptions above, and detailed in the housing demand model in the Appendix, there is estimated to be approximately 10,500 new multifamily housing units with household incomes greater than \$50,000 demanded within south Dade County during the next 10 years from population growth alone. Accordingly, it is presumed the Village (and specifically the Downtown area) will continue to capture its fair share of growing demand, or 840 total multifamily (market rate) housing units demand from 2014 to 2023.

However, in addition to the demand from new household growth in the region, we strongly believe there is current pent-up demand for multifamily housing in the Village of Palmetto Bay. This pent-up demand essentially represents demand from the existing population base that would choose to live in Village of Palmetto Bay should mid- to higher density multi-family product exist, but does not due to any land constraints, infrastructure challenges, and/or regulatory controls that if mitigated by the Village would allow for such development. At this stage of the process, it is difficult to clearly understand or evaluate pent-up demand. Nonetheless, we consider that a select group of tenants within several rental communities in the broader area (as identified above) would have a very high propensity to locate within a new development in the Village of Palmetto Bay; particularly, within a well-planned Downtown environment. For this analysis, we assume that at least 1,000 units (households) that currently exist in the broader market area would represent the universe of pent up demand from which the Downtown may capture over the next ten years. If we assume that the average tenant “roll-over”⁵ within an apartment complex is 60 percent on an annual basis, and the Village is capable of capturing only 5

⁵ Roll-over is generally defined as expiring leases for which tenants are not likely to renew at the current location.



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percent of those tenants, then there is additional “pent-up” demand of approximately 330 multi-family units in total over a 10 year period.

The analysis above is primarily based upon population and housing growth that is generally tied to historical trends and projections from census and County provided data. As such, we refer to this as a *Trending Scenario*. However, we have also undertaken an analysis that considers that the Village of Palmetto Bay and its Downtown area may be in a position to capture well more than its fair share of demand based upon the trending analysis contemplating the Village’s strong school district, a highly successful implementation of the Downtown Master Plan and continued improvement in the surrounding corridor. For this, we increase the Villages capture of south Dade County households from 8 percent to 9 percent (more than a 10 percent increase) and increasing capture of “pent up” demand from existing apartments from 5 percent to 7.5 percent, the multifamily housing demand for Downtown area increases to approximately 1,700 units over the next 10 years (referred to herein as the *High Scenario*). Importantly, for master planning purposes, we recommend the planners rely upon the trending scenario, but allow for flexibility to accommodate the higher demand.

Figure 10: Summary of Multifamily (Market Rate) Housing Demand – Downtown Village of Palmetto Bay (2014 to 2023)

Source: US Census; ESRI; Lambert Advisory

Source	Demand (Units) <i>Trending Scenario</i>	Demand (Units) <i>High Scenario</i>
Demand from New Households	820	206
Plus: Existing Pent-up Demand	330	495
Total Estimated Multifamily Housing Units (Market Rate)	1,170	1,701

It is also important to note that in the determination of prospective housing demand for the Village and its Downtown, we do not make a distinction between homeownership (condominium) and rental product. This is due to the likelihood that multi-family demand in this particular location will represent a mix of owners and renters. This is based upon multifamily development trends in South Florida during the past 15+ years. Prior to the housing boom of in the early 2000’s, multifamily family housing development represented a mix of traditional rental complexes and condominium properties. The condominium properties were primarily occupied by primary residents, with a relatively modest representation of second homers and investors who purchased with the intent to rent their units. However, speculation in the condominium development sector prevailed since 2000, and the proportion of investor-purchased units dominated and created a significant “shadow” rental market; particularly in the Downtown Miami market, but also in suburban markets such as Downtown Dadeland and Kendall. Today, this trend continues fueled in large part by financing environment and preponderance of foreign investment in Miami Dade County. Therefore, it is highly possible that housing development in Downtown Palmetto Bay (or at least a portion thereof) may be built as condominium, but the mix of occupants will be primary residents, or investors renting their units



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to primary households/renters. Regardless, the demand for multifamily housing whether ownership or rental outlined herein is based upon the demand from primary residents (occupants).



SECTION 4: OFFICE MARKET DEMAND ANALYSIS AND DEMAND ESTIMATE

4a: Office Market Overview

According to CoStar⁶, as of the 4th Quarter of 2013, there are 4,315 office buildings in Miami-Dade County combining for 100 million square feet of office space. The vacancy rate is at 12.2 percent and the average quoted full service rent is at \$29.05 per square foot.

The Village Palmetto Bay has an office inventory of 989,757 square feet in 73 buildings, equal to one percent of the County total. Of the total office space in Palmetto Bay, 835,470 square feet, equal to 84 percent, is situated in the Trade Area. Vacancy rates in Palmetto Bay and the Trade Area are higher than the County as a whole; and average quoted full service rents are lower than the county. The average size office building in Palmetto Bay is 13,500± square feet, compared to 23,000± for Miami-Dade County.

Figure 11: Miami-Dade County, Village of Palmetto Bay and Trade Area - Office Market Snapshot (4Q 2013)

Source: CoStar

Market Area	Number of Buildings	Average Building Size	Inventory (Square Feet)	Vacancy Rate	Quoted Full Service Rent
Miami-Dade County	4,315	23,062	99,510,900	12.20 percent	\$29.05
Village of Palmetto Bay	73	13,556	989,757	16.10 percent	\$25.75
Trade Area	68	13,26	835,470	12.90 percent	\$24.75

Approximately 27 percent of the office space in Miami-Dade is classified as Class A, compared to five percent for the Village of Palmetto Bay. This five percent share in the Village represents 48,700 square feet of Class A office. The majority of office space in Palmetto Bay is Class C space, equal to 59 percent; more than double the 28 percent share of Class C space in Miami-Dade County.

Approximately 78 percent of the office space in the Village of Palmetto Bay was built before 1970, and 89 percent before 1990. Since 2003, seven new buildings, combining for 113,772 square feet of office space has been delivered to Palmetto Bay.

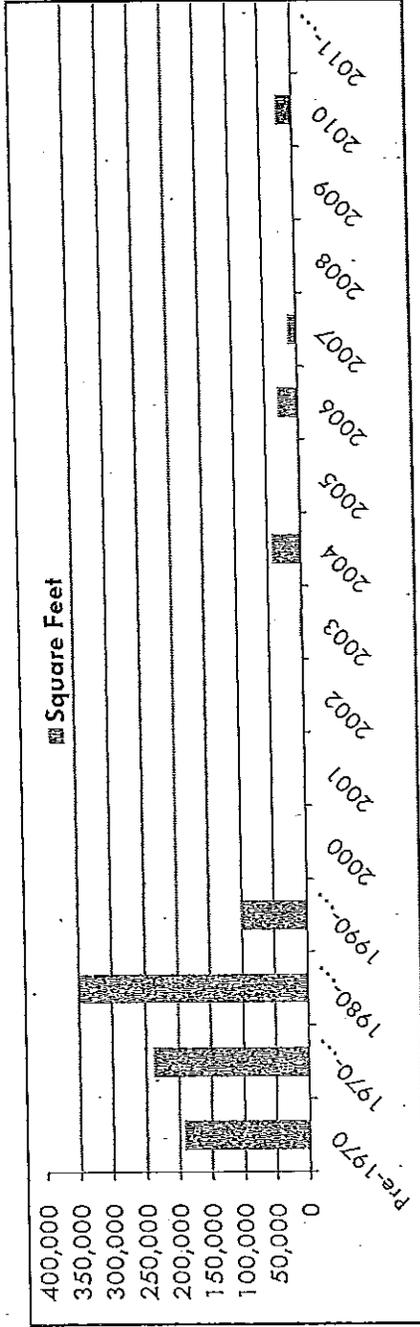
⁶ CoStar is an internationally recognized as an industry leading real estate data service provider.



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Figure 12: Age of Office Inventory - Village of Palmetto Bay

Source: Costar



The office occupancy rate for Miami-Dade peaked at 93.4 percent in 2005, before over supply, coupled with the impact of the recession contributed to declining occupancy levels every year over the next five years to 85.5 percent in 2010. Office occupancy in Miami-Dade began improving in 2011, with a slow steady climb to 87.7 percent as of the 4th Quarter 2013; and corresponding with the slow but steady improvements in the local economy.

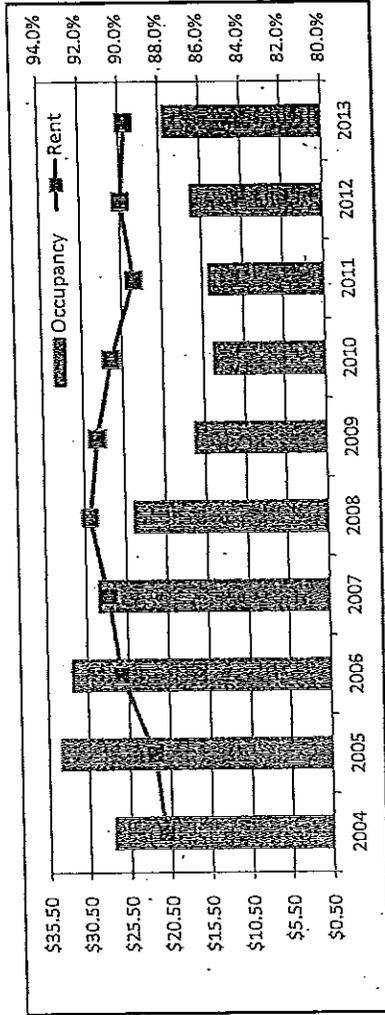
Prior to the recession, office occupancy in the Village of Palmetto Bay (and Trade Area) improved significantly from 2004 to 2007, climbing from a paltry low of 63.8 percent and 63.6, respectively in 2004, to a peak of 93 percent in 2007. This was the result of the new office buildings delivered to the market during this time and an indication of pent-up demand for new office in the Village. Since 2007, the impact of the recessions pushed the office occupancy level in the Village down below 84 percent in 2012, but still significantly better than the occupancy rate in 2004. Office occupancy trended up in 2013 to 87.6 percent in the Village and 86.9 percent in the Trade Area as of year-end 2013.



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Figure 13: Village of Trade Area - Office Occupancy and Quoted Rental Rate Trends- 2004-2013

Source: Costar



The average quoted full service rent for office in Miami-Dade County climbed from \$24.11 per square foot in 2004, to \$32.32 in 2008, peaking in that year. This equated to a staggering average annual increase of 7.6 percent. The impact of the recession contributed to rents for office space declining by 11.2 percent (2.9 percent annual average), from \$32.34 in 2008 to \$28.71 in 2012. The average quoted full service rent increased by a 1.2 percent in 2013, a modest increase, but a positive sign for landlords.

The Village of Palmetto Bay, including the Trade Area experienced comparable increases in quoted full service rent for office between 2004 and 2008, growing by an annual average of 9.0 percent over the four year period. Rents peaked at \$29.26 per square foot in the Village and \$29.85 per square foot in the Trade Area in 2008. From 2008 to 2011, rents in the Village declined by 16.8 percent (4.5 percent annual average) to \$24.92 per square foot; and by 19.9 percent (5.4 percent annual average) to \$23.90 in the Trade Area. Since 2011 rent growth in both the Village and the Trade Area has been uneven, increasing by 4.5 percent to \$26.05 per square foot in 2012, before declining by 1.2 percent to \$25.75 per square foot in 2013 in the Village; and increasing by 6.2 percent to \$25.38 per square foot in 2012, before declining by 2.5 percent to \$24.75 in the Trade Area in 2013.

The analysis of net absorption is a very important component of any office demand analysis, as it is the key barometer for understanding timing associated with new development. At the outset, we believe it's important to gain insight into long term absorption trends, narrowing into more recent activity.



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The Village of Palmetto Bay absorbed 325,794, square feet of office space from 2004 to 2007. Of this total, approximately 97 percent, equal to 315,216 square feet, was absorbed in the Trade Area. The peak year for absorption over the four years was 2005, with 125,297 square feet absorbed in the Village and 119,297 absorbed in the Trade Area in that year. From 2007 to 2012, absorption in both the Village and the Trade Area has been uneven, with both areas experiencing a negative net absorption of 57,126 and 45,367 square feet, respectively, over the five-year period. However, absorption trended up in 2013, including 33,019 net square feet absorbed in the Village and 28,019 net square feet absorbed in the Trade Area for the year.

The Figure below presents an analysis of annual net office absorption in the Village of Palmetto Bay and the Trade Area as a share of net office absorption in Miami-Dade County from 2004 to 2013. The analysis shows that the Village of Palmetto Bay's share of net office absorption in Miami-Dade County ranged from 2.1 to 10.4 percent, and averaged 2.9 percent over the ten-year period. The share of net absorption of office in the PB Trade Area ranged from 2.0 to 5.0 percent, with the latter occurring in 2008 and representing somewhat of an anomaly. The next highest share in the Trade Area was 10.3 percent in 2006, comparable to the 10.4 percent share for the Village in that year.



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Figure 14: Annual Net Office Square Feet Net Absorption, Market Share (2004-2013) - Village of Palmetto Bay & Trade Area

Source: Costar

Year	Miami-Dade Net Sq. Ft. Absorbed	Village of PB Net Sq. Ft. Absorbed	Share of Miami-Dade	PB-Primary Trade Area Net Sq. Ft. Absorbed	Share of Miami-Dade
2004	2,528,860	54,061	2.1%	60,296	2.4%
2005	3,190,230	125,257	3.9%	119,297	3.7%
2006	830,283	86,474	10.4%	85,274	10.3%
2007	1,210,900	51,972	4.3%	50,354	4.2%
2008	1,162,259	1,654	0.1%	8,177	0.07%
2009	1,397,274	25,935	1.8%	(32,335)	-0.2%
2010	2,717,337	25,855	0.9%	24,805	0.9%
2011	1,043,220	12,576	1.2%	(14,525)	-1.4%
2012	1,001,230	33,126	3.3%	(31,489)	-3.1%
2013	1,381,731	83,919	6.0%	28,489	2.0%
Total	10,571,163	301,697	2.9%	297,508	2.8%
10 Year Arit(Avg)	1,057,116	30,663	2.9%	29,750	2.8%
2004-2007 Pre Recession	7,760,223	1,825,724	4.2%	315,221	4.1%
2010-2013 Post Recession	4,191,962	12,669	0.3%	6,810	0.2%
Avg 2004-2006	2,856,545	89,474	3.1%	89,800	3.1%
Avg 2004-2007	1,840,055	61,430	4.2%	78,800	4.3%
Avg 2010-2013	1,047,960	3,124	0.3%	1,700	0.2%

As part of this analysis, we completed a detailed profile of 12 of the largest office buildings (greater than 20,000 square feet) in the Trade Area. The 12 building combine for 540,058 square feet, equal to approximately 65 percent of the total inventory of office space in the Trade Area and approximately 55 percent of the inventory of office space in the Village. The average rentable area among the 12 office buildings is 45,000 square feet and ranges from 23,639 square feet at the Total Bank Building, to 190,719 square feet at the Palmetto Bay Village Center. The average asking FS rent among the 12 significant buildings is \$26.00 per square foot. Operating expense generally range between \$7.00 and \$10.00/sq. ft.



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4b: Office Demand Analysis

To get a basic understanding of future office market demand that will drive the need for new office development throughout the County and the Downtown area, the analysis commences with projected office employment growth. As previously noted, office demand related employment in Miami Dade County is estimated to increase by roughly 3,900 per year over the next few years (or an estimated 23,500 jobs from 2014 to 2019). According to the Building Managers and Owners Association (BOMA), among other industry benchmark indicators, the office space per employee ratio in Miami Dade County is in the range of 230 square feet. Based upon low and high growth estimates ranging from 18,000 to 22,000 new office jobs, and then multiplying this range by 230 square feet per employee, results in net demand for new office space in Miami Dade County is estimated to range between 4.1 and 5.1 million square feet over the next five years. Based upon historical and more recent capture trends, the Village of Palmetto Bay is estimated to capture 3 to 5 percent of the County's total inventory, and assuming this capture rate going forward, the Village's office market is forecast to have demand for roughly 135,000 to 270,000 square feet during the next 5± years.

Figure 15: Village of Palmetto Bay Office Demand – 2014 to 2019

Source: Lambert Advisory

	Low	High
Estimated County Office Job Growth (2014 to 2019)	18,000	22,000
Sq.Ft. Office Net Demand @ 230 sf per employee	4,100,000	5,100,000
Percent Village of Palmetto Bay Capture	3 percent	5 percent
Village of Palmetto Bay Total Potential Office Demand (Sq.Ft.)	135,000	270,000

The office demand indicated above represents demand for the entire Village of Palmetto Bay, from which demand in the Downtown area will be driven, including the Downtown area. Accordingly, this figure is net space demanded and it assumes that at least some portion of this space is absorbed within existing vacant space and/or older, development well beyond its useful life. Nonetheless, the most relevant point to the analysis herein indicates office demand exists for the Downtown area that can be considered a strong supporting use for mixed use development, either in the initial development phases, and/or subsequent phases.



SECTION 5: RETAIL MARKET ANALYSIS AND DEMAND ESTIMATE

5a: Retail Market Overview

The focus of the retail analysis herein is to review and summarize retail market trends in the Village of Palmetto Bay and the Trade Area, with a comparison to that of the broader region. For the Village of Palmetto Bay and its broader surroundings beyond the boundaries of the Village and/or Trade Area, the retail market is well represented with local, regional and national stores ranging from quick service restaurants (i.e. fast food) to Big Box tenants (such as Target, Best Buy and Marshalls) to regional malls. Specific to the DOWNTOWN area, we do not anticipate large scale retail development (and namely large discount stores) to occur during the foreseeable future considering site constraints and the fact that it is not complimentary to the DOWNTOWN envisioned for Palmetto Bay (at least during initial phases). Considering this, we do believe the DOWNTOWN will be served by complimentary uses which will be smaller in scale (and discussed further below), with potential for any large scale retail in the Corridor planned for long term development. Regardless, we have analyzed the retail market and prepared estimates of demand.

According to CoStar⁷, as of the 4th Quarter of 2013, there are 9,757 retail buildings in Miami-Dade County combining for 122 million square feet of retail space. The vacancy rate is at a very healthy 4.0 percent and the average quoted full service rent is at \$27.85 per square foot.

The Village of Palmetto Bay has a retail inventory of 787,200 square feet in 75 buildings, equal to less than one percent (0.6 percent) of the County total. Of the total retail space in the Village, 570,300 square feet (68 percent) is situated in the Trade Area. Vacancy rates in the Village and Trade Area are slightly higher than the county as a whole at 4.1 and 4.9 percent, respectively. The average quoted full service rents are lower than the County at \$25.54 and \$22.40 per square foot, respectively. The average size retail building in both the Village and Trade Area is roughly 10,000 square feet. By comparison, the average size retail building in Miami-Dade is estimated at 12,519 square feet.

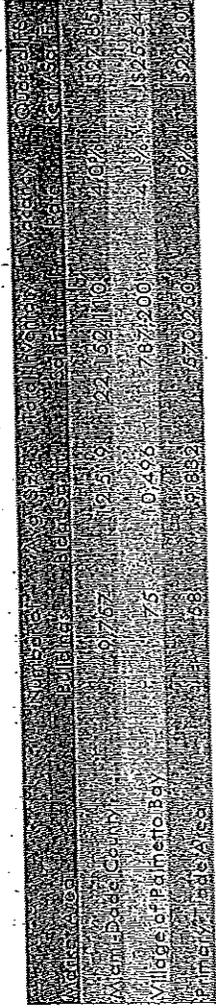
⁷ CoStar is an internationally recognized as an industry leading real estate data service provider.



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Figure 16: Miami-Dade County & Village of Palmetto Bay and Trade Area - Retail Market Snapshot (4Q 2013)

Source: Costar



As with most metropolitan markets in Florida, the economic downturn in real estate markets has significantly impacted the retail sector in Miami-Dade County. Starting in 2007, declining retail sales brought on by high unemployment and shaken consumer confidence, combined with tight credit markets and a “wait and see” strategy among retailers with regard to expansion plans, contributed to a fragile real estate market for retail. In general, occupancy levels declined as did rental rates, and tenant prospects diminished.

The Figure below presents occupancy rate trends for Miami-Dade County, the Village of Palmetto Bay and Trade Area from 2006 to 2013. The analysis shows that the occupancy rate for retail space in Miami-Dade and the Trade Area peaked in 2007 at 97.1 and 98.8 percent, respectively. Starting in 2008, the occupancy rate for retail space in both Miami-Dade and the Village declined slightly, reaching 95 percent in Miami-Dade County in 2009 and 89.4 percent in the Trade Area in 2010. Since 2009, the occupancy level for retail space in Miami-Dade has slowly increased to reach 96 percent as of the 4th Quarter 2013. The occupancy rate for retail space in the Trade Area also registered 96 percent, with a sharper increase from its low point in 2010.

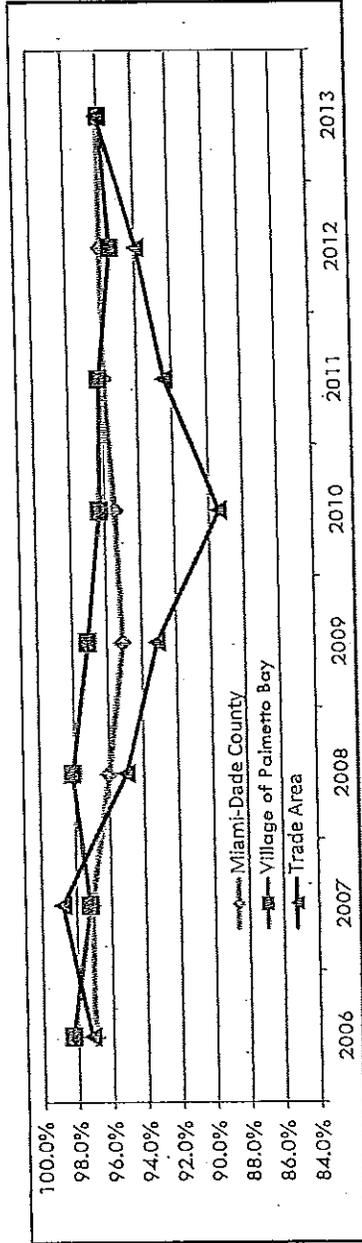
The occupancy rate for retail space in the Village of Palmetto Bay as a whole peaked at 98.3 percent in 2006, declined to 97.2 percent in 2007 then popped back up to 98.1 percent in 2008. Starting in 2009, the occupancy rate for retail in the Village declined at a much smaller pace than the Trade Area, reaching a low point of 95.4 percent in 2012, inching up to 95.9 percent in 2013.



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Figure 17: Retail Occupancy Trends- 2004-2013 - Miami-Dade County, Village of Palmetto Bay & Trade Area

Source: Costar



The average rental rate for retail space from 2006 to 2013 in Miami-Dade County, the Village of Palmetto Bay and the Trade Area, generally trended in response to occupancy rate. Thus, after peaking at \$27.69 per square foot in 2007, the average rental rate for retail space in Miami-Dade declined by 15.2 percent (5.3 percent annual average) from 2007 to 2010. Rental rates for retail space in Miami-Dade bounced back growing 21.6 percent (10.3 percent annual average) to \$28.57 per square foot in 2012. However, the average rental rate for retail in Miami-Dade declined again in 2013, to \$27.85 per square foot.

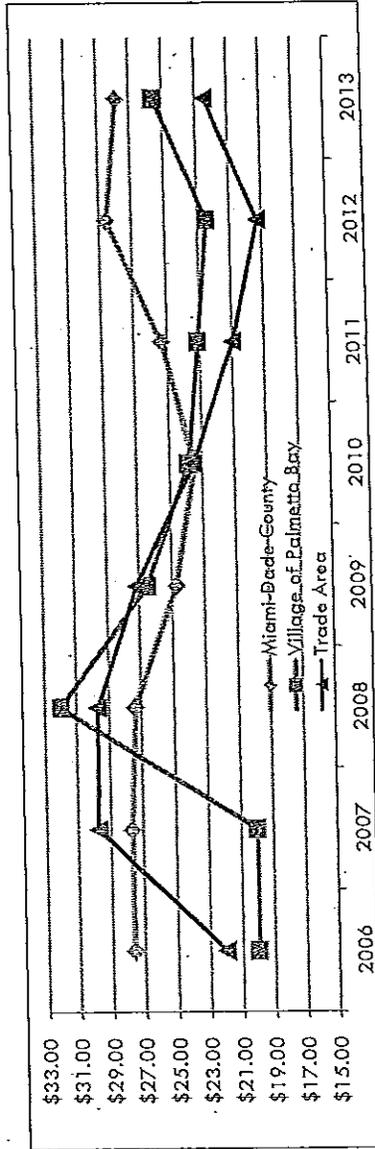
The average rentals rates for retail space in the Village and the Trade Area peaked at \$31.99 and \$29.70 in 2008, both higher than that for Miami-Dade County in that year. From 2008 to 2012, the average retail rental rate declined precipitously in both the Village and the Trade Area. Accordingly, the average retail rental rate in the Village declined by 30 percent (8.5 percent annual average) to \$22.44 per square foot in 2012; declining by 35 percent (10 percent annual average) to \$19.29 per square foot in 2013. The average rental rate for retail in the Village jumped back up by 13 percent to \$25.54 per square foot in 2013 and by 15.1 percent to \$22.40 per square foot in the Trade Area.



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Figure 18: Retail Quoted Rental Rates- 2004-2013 - Miami-Dade County, Village of Palmetto Bay & Trade Area

Source: Costar



The Figure below presents an analysis of annual net retail absorption in the Village of Palmetto Bay and the Trade Area as a share of net retail absorption in Miami-Dade County from 2006 to 2013. The analysis shows that the Village of Palmetto Bay's share of net retail absorption in Miami-Dade County ranged from 0.3 to 2.4 percent and averaged 0.1 percent over the seven-year period. The share of net absorption of retail in the Trade Area ranged from 0.7 to 1.4 percent and averaged 0.3 percent from 2006 to 2013.



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Figure 19: Annual Net Retail Square Feet Absorption and Market Share-2004-2013 - Village of Palmetto Bay & Trade Area

Source: Costar

Year	Miami-Dade Net Sq. Ft. Absorbed	Village of Palmetto Bay Net Sq. Ft. Absorbed	Share of Miami-Dade	Share of Miami-Dade
2006	500,000	17,500	0.00%	0.70%
2007	3,537,630	7,600	0.21%	0.20%
2008	460,700	35,400	0.08%	2.40%
2009	906,000	19,275	0.21%	0.21%
2010	583,400	7,700	0.13%	0.13%
2011	1,911,800	41,700	0.22%	2.20%
2012	804,200	17,200	0.21%	0.40%
2013	352,600	19,665	0.18%	0.86%
Total	10,356,300	151,000	0.10%	0.30%
8 Year Annual Avg.	1,294,500	21,600	0.17%	0.90%

6B: Retail Demand Analysis

As discussed in Section 1, Lambert has defined its primary retail Trade Area based upon boundaries for the Corridor and Downtown which is considered to represent the area from which we believe Downtown businesses will draw patrons for food and beverage establishments, local stores and boutiques, and specialty businesses on a regular basis. We clearly recognize that the Trade Area described herein is not the only area from which the Downtown area and Downtown retailers will draw patrons. The *Lambert Advisory Retail Trade Model* takes into account expenditures by residents outside the retail Trade Area by utilizing inflow factors, as described in detail below. We have estimated demand for the current year and for 2019.

Local residents' expenditures are the primary potential driver of demand for retailers within the Downtown's Trade Area. Although utilizing large amounts of data from a variety of sources, the way the retail trade model derives the estimated space demand is actually quite simple. The methodology is described in detail below.

- **Total Personal Income** – In 2014, there are nearly 17,250 residents in the Trade Area with per capita income of approximately \$43,420 (distinct from average household income), which yields \$172 million in total personal income.



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- **Total Non-Auto Retail Expenditure** – An estimate of non-automobile retail expenditure for the Trade Area is made by multiplying the Total Personal Income by the percent of income that is spent on non-auto retail purchases in a given year. The percent of household income spent on non-auto retail purchases was derived from the Department of Commerce 2009-2010 Consumer Expenditure Survey (Southern Region), which is both region- and income cohort-specific based upon data from the Department of Commerce, and residents are estimated to spend nearly 23 percent of their income on non-auto related retail goods.
- **Expenditure by Store Type** – Non-auto expenditure by store type for the market area is estimated using the percentage of total non-auto store sales by store type for the State of Florida (as a proportion of total non-auto sales) based on an analysis of the 2007 Census of Retail Trade. County level data is available to some degree but many retail categories are not separable due to the fact that the Census Bureau maintains limits on how much data is provided at the county level for categories where there are only a few competitors.
- **Primary Market Area Retention** – This is estimated based upon fieldwork and experience, and is an estimate of the degree of leakage which may occur from the Downtown by store type. Most merchandise categories have relatively low retention rates due to the size of the Trade Area and the fact that surrounding retail nodes along US 1 in the south Dade County area has considerable retail development.
- **Percent Sales Inflow from Secondary Market** – While there is resident expenditure leakage from the Trade Area there is also inflow from residents that live outside the bounds of the Trade Area. This is accounted for in the resident model. However, additional inflow demand will come from non-resident daytime workers in the area, which are also accounted for in the model and into specific segment models detailed below.
- **Sales per Square Foot** – The sales per square foot figures are estimated for stores in the Trade Area based on interviews and other sources of information, including but not limited to the Urban Land Institute's Dollars & Cents of Shopping Centers.
- **Warranted Square Feet** – Is calculated using the following formula: Net Sales Potential (by category) // Sales per Square Foot (by category)
- **Non-Retail Space** – Is calculated assuming that there is an additional 10-15 percent of "retail" space demanded in traditional retail space that is utilized for non-retail uses such as doctor's offices, hair salons, or other personal services.



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Figure 20: Downtown Trade Area – Estimated Retail Demand (by Category)

Source: Lambert Advisory

	2014	2019	Change
Estimated Population	17,245	18,761	1,516
Per Capita Income	\$43,421	\$47,238	\$3,817
Total Retail Expenditure Potential	\$172,217,890	\$203,832,559	\$31,614,669
Expenditure Potential by Category			
Food Services & Drinking Places	\$34,828,020	\$41,221,528	\$6,393,507
Shoppers Goods	\$80,702,733	\$95,517,629	\$14,814,896
Convenience Goods	\$66,153,141	\$78,297,115	\$12,143,974
Sales per Square Foot by Category			
Food Services & Drinking Places	\$375	\$375	\$0
Shoppers Goods	\$302	\$302	\$1
Convenience Goods	\$350	\$350	\$0
Supportable Square Footage by Category			
Food Services & Drinking Places	92,875	109,924	17,049
Shoppers Goods	267,336	315,803	48,467
Convenience Goods	195,822	231,770	35,948
Non-Retail Space	55,991	66,219	10,228
Total Supportable Retail Space	612,023	723,716	111,693

Based upon the retail Trade Area model (which is provided in detail in the Appendix, retail demand from resident expenditure (which accounts for inflow and outflow demand factors) is estimated to be 600,000 square feet. This appears to be in line with total retail inventory estimated for the Trade Area based upon the retail supply analysis. Accordingly, retail demand within Trade Area is estimated to increase 110,000± square feet by 2019; however, a portion of this net new retail demand presumes absorption of existing vacant space, as well as support for a reposition of older retail buildings that will likely “fall out” of the market from redevelopment. Regardless, the Trade Area and Downtown area will likely capture its proportionate share of future retail demand and, as a matter of fact, the Downtown’s ability to capture current and future retail demand is not so much from a lack of demand or expenditure potential, but instead, related to other issues, such as the limited availability of sizable parcels for (re)development, required roadway



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improvements, and vehicle and pedestrian mobility. Importantly, the mix of retail categories (i.e., the proportion of restaurant and entertainment space, convenience goods space, etc.) implied by these estimates should be taken into consideration as the Village formulates and refines its strategic priorities for the Downtown area and Downtown. As such, the near term opportunity for the first phase of Downtown is approximately 20,000 to 30,000 square feet of retail space comprised primarily of dining establishments, smaller (boutique) shops, and limited service convenience. We also believe there is an opportunity for a grocery store (such as Publix or Whole Foods) within the next 5± years which, as detailed within the retail trade model, is based upon modest population growth for overall trade area and the resultant demand for 50,000 to 60,000 square feet of *convenience goods* during the next 5+ years. The planning team is assuming that the Downtown core has a very strong opportunity to capture this demand provided that initial phases of the residential development are successful. Therefore, this would support an additional 40,000 to 50,000 square feet of retail demand. In all, the retail demand specifically targeted for the Downtown area is estimated to be approximately 60,000 to 80,000 square feet of retail within the next 5± years. Looking further into the horizon, the Village's Downtown area should continue to capture its fair share of retail demand and we believe that over a 10± year period the total retail demand is estimated to be in the range of 100,000 to 110,000 square feet.



ATTACHMENTS



**Attachment 1:
Village of Palmetto Bay Trade Area – Profile of Select Rental Apartments**



**Attachment 2:
Downtown Palmetto Bay Residential Demand Model**

**Village of Palmetto Bay
Multifamily Housing Demand Projections (Market Rate Housing)
2014 through 2023**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Population	522,619	558,578	578,242	588,074	599,074	609,235	619,561	629,951	639,785	649,865	659,885	669,805
Total Households	166,635	183,978	186,557	190,101	193,713	197,394	201,104	204,856	208,651	212,491	216,376	220,305
Persons per HH	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1	3.1
% South Dade HH w/Income > \$50K (Future Demand)	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
No. HH with Income > \$50,000	83,318	91,989	93,279	95,051	96,832	98,617	100,407	102,201	104,000	105,795	107,585	109,370
% MF Dwelling	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
Total Demand for New MF Dwelling Units	66,554	35,993	38,724	38,974	39,711	41,453	43,240	45,093	46,905	48,758	50,588	52,405
Scenario 2 - VP8 Mid Point Capture:												
e HH Capture:												
Potential HH Demand:	2,975	2,929	3,160	3,138	3,177	3,316	3,379	3,448	3,522	3,592	3,666	3,744
Net New HH Annual Demand:	54	55	130	58	59	139	63	64	149	68	68	840
Net New HH Cumulative Demand:	54	109	239	297	356	495	558	622	771	840	840	840
Total Potential Annual Demand (Mid Point)	54	55	130	58	59	139	63	64	149	68	68	840
Total Potential Cumulative Demand (Mid Point)	54	109	239	297	356	495	558	622	771	840	840	840
Additional Demand from Capture of Existing Renter Market												
Primary Comparable/Competitive Set												
% Annual Turnover	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
% Annual Capture	33	33	33	33	33	33	33	33	33	33	33	33
Annual Demand from Existing Capture	18,182	18,182	18,182	18,182	18,182	18,182	18,182	18,182	18,182	18,182	18,182	18,182
Cumulative Demand from Existing Capture	18,182	36,364	54,546	72,728	90,910	109,092	127,274	145,456	163,638	181,820	200,002	218,184
Total Potential Annual Demand (Mid Point)	82	88	163	91	92	172	96	97	182	101	101	1,170
Total Potential Cumulative Demand (Mid Point)	82	170	333	424	521	693	789	886	1,068	1,170	1,170	1,170



**Attachment 3:
Downtown Retail Trade Area Model**

Resident Expenditure Estimate, By Major Retail Category, Village of Palmetto Bay Trade Area

	2014	2015	2016	2017	2018	2019
Total Population	17,245	17,538	17,838	18,139	18,448	18,761
Per Capita Income	\$43,421	\$44,159	\$45,219	\$45,942	\$46,585	\$47,238
Total Income	\$748,773,436	\$774,448,128	\$805,516,476	\$833,350,892	\$859,353,107	\$889,228,517
% of Total Income Expended on Non-Auto Retail Expenditure	23.0%	23.0%	23.0%	23.0%	23.0%	23.0%
Total Non-Auto Retail Expenditure	\$172,217,890	\$178,123,059	\$185,491,789	\$191,670,705	\$197,653,115	\$203,832,559

Distribution by Store Type - 2007 Census, Miami-Dade County

Expenditure by Store Type - Detail

General merchandise stores	\$ 25,768,775	\$ 27,686,649	\$ 28,831,098	\$ 23,792,433	\$ 30,723,089	\$ 31,652,817
Department stores	\$ 13,385,638	\$ 13,844,619	\$ 14,417,897	\$ 14,897,609	\$ 15,382,930	\$ 15,842,889
Other general merchandise stores	\$ 13,383,136	\$ 13,842,031	\$ 14,415,202	\$ 14,894,824	\$ 15,380,109	\$ 15,839,928
Clothing & clothing accessories stores	\$ 25,106,407	\$ 25,947,280	\$ 27,042,634	\$ 27,942,233	\$ 28,815,154	\$ 29,715,282
Clothing stores	\$ 17,290,057	\$ 17,832,916	\$ 18,623,412	\$ 19,243,050	\$ 19,844,164	\$ 20,484,059
Men's clothing stores	\$ 835,382	\$ 867,130	\$ 903,036	\$ 933,082	\$ 962,229	\$ 992,287
Women's clothing stores	\$ 4,852,280	\$ 5,029,002	\$ 5,237,243	\$ 5,411,497	\$ 5,580,541	\$ 5,754,866
Children's & infants' clothing stores	\$ 839,244	\$ 868,020	\$ 903,969	\$ 934,040	\$ 963,218	\$ 993,307
Family clothing stores	\$ 6,481,616	\$ 6,772,339	\$ 7,015,584	\$ 7,240,513	\$ 7,434,415	\$ 7,603,459
Clothing accessories stores	\$ 1,015,427	\$ 1,050,245	\$ 1,093,733	\$ 1,130,124	\$ 1,165,427	\$ 1,201,832
Other clothing stores	\$ 1,259,209	\$ 1,298,180	\$ 1,349,852	\$ 1,394,764	\$ 1,438,334	\$ 1,483,285
Shoe stores	\$ 5,141,020	\$ 5,248,722	\$ 5,383,245	\$ 5,485,813	\$ 5,605,015	\$ 5,717,628
Jewelry, luggage, & leather goods stores	\$ 4,675,330	\$ 4,835,642	\$ 5,035,877	\$ 5,203,430	\$ 5,385,975	\$ 5,533,597
Jewelry stores	\$ 4,298,361	\$ 4,445,748	\$ 4,629,837	\$ 4,783,881	\$ 4,933,320	\$ 5,087,427
Luggage & leather goods stores	\$ 376,969	\$ 389,895	\$ 406,040	\$ 419,549	\$ 432,655	\$ 446,170
Furniture & home furnishings stores	\$ 7,890,540	\$ 8,161,099	\$ 8,499,034	\$ 8,781,814	\$ 9,058,140	\$ 9,339,038
Furniture stores	\$ 4,591,678	\$ 4,749,122	\$ 4,945,774	\$ 5,110,330	\$ 5,269,966	\$ 5,434,590
Home furnishings stores	\$ 3,298,862	\$ 3,411,977	\$ 3,553,260	\$ 3,671,484	\$ 3,785,174	\$ 3,904,446
Floor covering stores	\$ 781,806	\$ 787,972	\$ 820,554	\$ 847,855	\$ 874,941	\$ 901,653
Other home furnishings stores	\$ 2,537,056	\$ 2,624,049	\$ 2,732,706	\$ 2,829,629	\$ 2,913,833	\$ 3,002,793
Electronics & appliance stores	\$ 11,372,868	\$ 11,762,890	\$ 12,249,905	\$ 12,657,484	\$ 13,082,578	\$ 13,460,625
Appliance, television, & other electronics stores	\$ 9,057,999	\$ 9,369,689	\$ 9,756,523	\$ 10,061,142	\$ 10,396,057	\$ 10,720,809
Computer & software stores	\$ 2,193,539	\$ 2,268,167	\$ 2,363,129	\$ 2,441,755	\$ 2,518,030	\$ 2,588,688
Camera & photographic supplies stores	\$ 120,928	\$ 125,075	\$ 130,254	\$ 134,537	\$ 138,792	\$ 143,127
Sporting goods, hobby, book, & music stores	\$ 4,318,185	\$ 4,468,252	\$ 4,651,190	\$ 4,835,945	\$ 4,956,073	\$ 5,110,890
Sporting goods, hobby, & musical instrument stores	\$ 2,851,681	\$ 2,949,462	\$ 3,071,594	\$ 3,173,935	\$ 3,272,935	\$ 3,375,175
Sporting goods stores	\$ 1,492,618	\$ 1,543,793	\$ 1,607,724	\$ 1,661,216	\$ 1,713,109	\$ 1,768,623
Hobby, toy, & game stores	\$ 831,653	\$ 850,179	\$ 895,798	\$ 925,603	\$ 954,517	\$ 984,334
Sewing, needlework, & piece goods stores	\$ 193,994	\$ 200,635	\$ 208,943	\$ 215,895	\$ 222,639	\$ 229,694
Musical instrument & supplies stores	\$ 333,417	\$ 344,850	\$ 359,129	\$ 371,978	\$ 382,670	\$ 394,624
Book, periodical, & music stores	\$ 1,456,504	\$ 1,516,783	\$ 1,579,696	\$ 1,632,153	\$ 1,683,138	\$ 1,735,716
Book stores & news dealers	\$ 1,174,814	\$ 1,215,097	\$ 1,265,412	\$ 1,307,515	\$ 1,348,259	\$ 1,390,479
Pre-recorded tape, compact disc, & record stores	\$ 291,690	\$ 301,682	\$ 314,185	\$ 324,638	\$ 334,779	\$ 345,237
Miscellaneous store retailers	\$ 5,591,920	\$ 5,659,578	\$ 5,826,211	\$ 6,123,388	\$ 6,214,670	\$ 6,511,928
Florists	\$ 390,839	\$ 404,241	\$ 420,979	\$ 434,956	\$ 448,574	\$ 462,587
Office supplies, stationery, & gift stores	\$ 2,277,290	\$ 2,355,376	\$ 2,452,907	\$ 2,534,520	\$ 2,613,694	\$ 2,695,340
Office supplies & stationery stores	\$ 1,457,242	\$ 1,507,209	\$ 1,569,619	\$ 1,621,844	\$ 1,672,507	\$ 1,724,753
Gift, novelty, & souvenir stores	\$ 820,048	\$ 848,167	\$ 883,288	\$ 912,677	\$ 941,187	\$ 970,588
Used merchandise stores	\$ 449,245	\$ 464,650	\$ 483,890	\$ 499,990	\$ 515,908	\$ 531,715
Other miscellaneous store retailers	\$ 2,344,546	\$ 2,466,310	\$ 2,568,435	\$ 2,653,892	\$ 2,736,794	\$ 2,822,285
Pet & pet supplies stores	\$ 568,676	\$ 583,176	\$ 612,531	\$ 632,211	\$ 652,652	\$ 673,070
Art dealers	\$ 514,180	\$ 531,811	\$ 553,832	\$ 572,259	\$ 590,135	\$ 608,570
All other miscellaneous store retailers	\$ 216,932,666	\$ 228,335	\$ 235,708	\$ 243,551	\$ 251,159	\$ 258,005
Food & beverage stores	\$ 29,959,361	\$ 30,934,635	\$ 32,286,501	\$ 33,340,072	\$ 34,381,549	\$ 35,455,560
Grocery stores	\$ 27,429,612	\$ 28,339,626	\$ 29,544,251	\$ 30,527,247	\$ 31,480,857	\$ 32,454,258
Supermarkets & other grocery (except convenience) stores	\$ 26,645,072	\$ 27,591,603	\$ 28,703,038	\$ 29,658,067	\$ 30,584,556	\$ 31,539,957
Convenience stores	\$ 780,540	\$ 807,717	\$ 841,163	\$ 869,151	\$ 895,301	\$ 921,300
Specialty food stores	\$ 948,658	\$ 931,394	\$ 1,022,031	\$ 1,096,035	\$ 1,089,025	\$ 1,123,044
Beer, wine, & liquor stores	\$ 1,678,491	\$ 1,632,616	\$ 1,700,219	\$ 1,756,789	\$ 1,811,657	\$ 1,868,280
Food services & drinking places	\$ 26,535,635	\$ 27,445,515	\$ 28,581,979	\$ 29,532,958	\$ 30,456,909	\$ 31,406,878
Full-service restaurants	\$ 12,705,880	\$ 13,141,656	\$ 13,695,825	\$ 14,141,180	\$ 14,582,922	\$ 15,038,464
Limited-service eating places	\$ 9,183,542	\$ 9,503,760	\$ 9,902,519	\$ 10,231,095	\$ 10,551,623	\$ 10,831,235
Drinking places	\$ 1,511,526	\$ 1,563,355	\$ 1,620,990	\$ 1,652,260	\$ 1,734,810	\$ 1,789,092
Health & personal care stores	\$ 20,178,529	\$ 20,870,431	\$ 21,734,634	\$ 22,457,781	\$ 23,169,325	\$ 23,882,776
Pharmacies & drug stores	\$ 16,863,179	\$ 17,441,430	\$ 18,163,614	\$ 18,767,954	\$ 19,354,227	\$ 19,958,814
Cosmetics, beauty supplies, & perfume stores	\$ 1,348,666	\$ 1,394,910	\$ 1,452,671	\$ 1,501,004	\$ 1,547,893	\$ 1,596,246
Optical goods stores	\$ 913,742	\$ 945,073	\$ 984,207	\$ 1,016,953	\$ 1,048,721	\$ 1,081,481
Other health & personal care stores	\$ 1,052,943	\$ 1,023,047	\$ 1,134,142	\$ 1,171,877	\$ 1,203,444	\$ 1,246,235
Home Centers, Paint & wallpaper stores, Hardware Stores	\$ 6,103,824	\$ 6,103,824	\$ 6,156,571	\$ 6,568,067	\$ 6,773,248	\$ 6,984,822
Building material & garden equipment & supplies dealers	\$ 14,538,671	\$ 15,638,992	\$ 16,713,703	\$ 16,235,530	\$ 16,743,226	\$ 17,266,767
Other building material dealers	\$ 6,025,295	\$ 6,231,895	\$ 6,489,947	\$ 6,705,880	\$ 6,915,358	\$ 7,131,380
Lawn & garden equipment & supplies stores	\$ 504,036	\$ 521,319	\$ 542,905	\$ 560,969	\$ 578,492	\$ 596,563
Outdoor power equipment stores	\$ 114,331	\$ 118,252	\$ 123,148	\$ 127,245	\$ 131,221	\$ 135,320
Nursery, garden center, & farm supply stores	\$ 389,704	\$ 403,067	\$ 419,757	\$ 433,723	\$ 447,272	\$ 461,244

Resident Expenditure Estimate, By Major Retail Category, Village of Palmetto Bay Trade Area

Expenditure by Store Type - Summary	2014	2015	2016	2017	2018	2019
General merchandise stores	\$ 26,768,775	\$ 27,635,649	\$ 28,833,093	\$ 29,792,433	\$ 30,723,083	\$ 31,652,817
Clothing & clothing accessories stores	\$ 25,105,407	\$ 25,957,280	\$ 27,042,534	\$ 27,942,293	\$ 28,815,154	\$ 29,715,252
Furniture & home furnishings stores	\$ 7,850,540	\$ 8,161,099	\$ 8,499,034	\$ 8,781,814	\$ 9,058,140	\$ 9,339,036
Electronics & appliance stores	\$ 11,372,856	\$ 11,762,830	\$ 12,219,905	\$ 12,657,454	\$ 13,052,878	\$ 13,460,625
Sporting goods, hobby, book, & music stores	\$ 4,316,165	\$ 4,455,252	\$ 4,631,150	\$ 4,805,845	\$ 4,956,073	\$ 5,110,830
Home Centers, Paint & wallpaper stores, Hardware Stores	\$ 6,103,824	\$ 6,103,824	\$ 6,355,571	\$ 6,553,067	\$ 6,773,240	\$ 6,934,822
Miscellaneous store retailers	\$ 5,521,520	\$ 5,690,576	\$ 5,926,211	\$ 6,123,338	\$ 6,314,670	\$ 6,511,928
Shoppers Goods Subtotal	\$ 87,952,518	\$ 89,838,510	\$ 93,558,543	\$ 95,671,423	\$ 98,691,245	\$ 102,805,466
Food & beverage stores	\$ 29,956,351	\$ 30,933,535	\$ 32,266,501	\$ 33,340,072	\$ 34,381,549	\$ 35,455,560
Food services & drinking places	\$ 25,535,635	\$ 27,445,515	\$ 28,581,579	\$ 29,532,558	\$ 30,455,509	\$ 31,406,878
Health & personal care stores	\$ 20,178,529	\$ 20,870,431	\$ 21,734,634	\$ 22,457,788	\$ 23,159,325	\$ 23,832,776
Convenience Goods Subtotal	\$ 75,670,525	\$ 79,299,481	\$ 82,583,114	\$ 85,330,419	\$ 87,996,383	\$ 90,745,214
Building material & garden equipment	\$ 8,484,847	\$ 8,585,078	\$ 9,357,133	\$ 9,658,463	\$ 9,970,487	\$ 10,281,945
Primary Market Area Retention						
General merchandise stores	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Clothing & clothing accessories stores	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Furniture & home furnishings stores	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Electronics & appliance stores	30.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Sporting goods, hobby, book, & music stores	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Home Centers, Paint & wallpaper stores, Hardware Stores	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Miscellaneous store retailers	80.00%	80.00%	80.00%	80.00%	80.00%	80.00%
Food & beverage stores	80.00%	80.00%	80.00%	80.00%	80.00%	80.00%
Food services & drinking places	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%
Health & personal care stores	80.00%	80.00%	80.00%	80.00%	80.00%	80.00%
Building material & garden equipment	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Inflow from Secondary Market						
General merchandise stores	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Clothing & clothing accessories stores	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Furniture & home furnishings stores	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Electronics & appliance stores	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Sporting goods, hobby, book, & music stores	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Home Centers, Paint & wallpaper stores, Hardware Stores	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Miscellaneous store retailers	80.00%	80.00%	80.00%	80.00%	80.00%	80.00%
Food & beverage stores	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%
Food services & drinking places	75.00%	75.00%	75.00%	75.00%	75.00%	75.00%
Health & personal care stores	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
Building material & garden equipment	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Net Sales Potential						
General merchandise stores	\$31,854,842	\$32,947,113	\$34,311,387	\$35,452,995	\$36,560,476	\$37,702,552
Clothing & clothing accessories stores	\$29,876,524	\$30,901,064	\$32,180,615	\$33,251,328	\$34,290,033	\$35,381,185
Furniture & home furnishings stores	\$5,817,905	\$5,120,824	\$6,374,276	\$6,585,360	\$6,792,105	\$7,004,277
Electronics & appliance stores	\$4,034,232	\$4,234,619	\$4,409,555	\$4,556,684	\$4,699,035	\$4,845,825
Sporting goods, hobby, book, & music stores	\$1,036,394	\$1,071,900	\$1,116,265	\$1,153,427	\$1,189,457	\$1,226,614
Home Centers, Paint & wallpaper stores, Hardware Stores	\$1,464,518	\$1,454,918	\$1,525,577	\$1,576,335	\$1,625,578	\$1,676,357
Miscellaneous store retailers	\$7,922,755	\$8,194,429	\$8,533,744	\$8,817,678	\$9,093,125	\$9,377,176
Shoppers Goods Subtotal	\$70,702,733	\$73,459,949	\$76,526,273	\$78,816,444	\$81,524,233	\$84,517,623
Food & beverage stores	\$41,938,906	\$43,376,949	\$45,173,102	\$46,678,101	\$48,134,189	\$49,637,784
Food services & drinking places	\$34,828,020	\$36,922,233	\$37,813,847	\$38,767,008	\$39,672,856	\$41,221,528
Health & personal care stores	\$24,214,235	\$25,044,517	\$26,081,550	\$26,949,345	\$27,781,190	\$28,659,331
Convenience Goods Subtotal	\$100,981,151	\$104,443,704	\$106,768,505	\$112,387,455	\$115,888,214	\$119,518,643
Building material & garden equipment	\$445,454	\$471,717	\$494,249	\$507,894	\$523,451	\$539,602

Resident Expenditure Estimate, By Major Retail Category, Village of Palmetto Bay Trade Area

Sales Per Square Foot	2014	2015	2016	2017	2018	2019
General merchandise stores	\$300	\$300	\$300	\$300	\$300	\$300
Clothing & clothing accessories stores	\$325	\$325	\$325	\$325	\$325	\$325
Furniture & home furnishings stores	\$250	\$250	\$250	\$250	\$250	\$250
Electronics & appliance stores	\$325	\$325	\$325	\$325	\$325	\$325
Sporting goods, hobby, book, & music stores	\$250	\$250	\$250	\$250	\$250	\$250
Home Centers, Paint & wallpaper stores, Hardware Stores	\$225	\$225	\$225	\$225	\$225	\$225
Miscellaneous store retailers	\$275	\$275	\$275	\$275	\$275	\$275
Shoppers Goods Subtotal	\$302	\$302	\$302	\$302	\$302	\$302
Food & beverage stores	\$310	\$310	\$310	\$310	\$310	\$310
Food services & drinking places	\$375	\$375	\$375	\$375	\$375	\$375
Health & personal care stores	\$400	\$400	\$400	\$400	\$400	\$400
Convenience Goods Subtotal	\$350	\$350	\$350	\$350	\$350	\$350
Building material & garden equipment	\$115	\$115	\$115	\$115	\$115	\$115
Average Per Square Foot Sales	\$328	\$328	\$328	\$328	\$328	\$328
Warranted Square Feet						
General merchandise stores	108,163	109,824	114,371	118,177	121,258	125,675
Clothing & clothing accessories stores	91,923	95,650	99,017	102,312	105,505	108,894
Furniture & home furnishings stores	23,572	24,463	25,497	26,345	27,168	28,017
Electronics & appliance stores	12,598	13,030	13,569	14,021	14,459	14,910
Sporting goods, hobby, book, & music stores	4,145	4,288	4,465	4,614	4,758	4,906
Home Centers, Paint & wallpaper stores, Hardware Stores	6,511	6,511	6,780	7,006	7,225	7,450
Miscellaneous store retailers	28,810	29,690	30,898	31,718	32,592	33,490
Shoppers Goods Subtotal	267,336	276,334	287,728	297,166	306,353	316,803
Food & beverage stores	135,287	139,926	145,720	150,568	155,272	160,122
Food services & drinking places	92,875	96,059	100,037	103,365	106,694	109,924
Health & personal care stores	60,536	62,511	65,264	67,373	69,478	71,618
Convenience Goods Subtotal	288,698	298,496	310,951	321,307	331,344	341,664
Building material & garden equipment (incl. SG)	0	0	0	0	0	0
Total Warranted Retail Space	558,033	574,891	598,683	616,493	637,695	657,497
Non-Retail Space (Services)	55,603	57,459	59,869	61,819	63,770	65,750
Non-Retail Percent	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Total	611,636	632,490	658,557	680,343	701,465	723,246
Annual Net New Demand		20,854	26,057	21,785	21,124	22,322
Cumulative Net New Demand		20,854	46,921	68,707	89,830	111,619

Memorandum

To: Mr. Ed Silva, Village of Palmetto Bay
From: Lambert Advisory, LLC
Date: January 7, 2015
Subject: Village of Palmetto Bay -- Downtown Master Plan Economic and Market Assessment
(Supplemental Appendix)

The Memorandum herein represents a Supplemental Appendix to the Village of Palmetto Bay – Downtown Master Plan (Economic and Market Assessment) completed in April 2014. The Supplemental Appendix represents an assessment of economic benefits associated with the estimates of demand (by use) indicated within the Economic and Market Assessment. Specifically, the assessment of economic benefits includes one time construction impacts and recurring impacts upon program build out, and evaluates select benefits such as estimates of employment, wages, and ad valorem tax revenue.

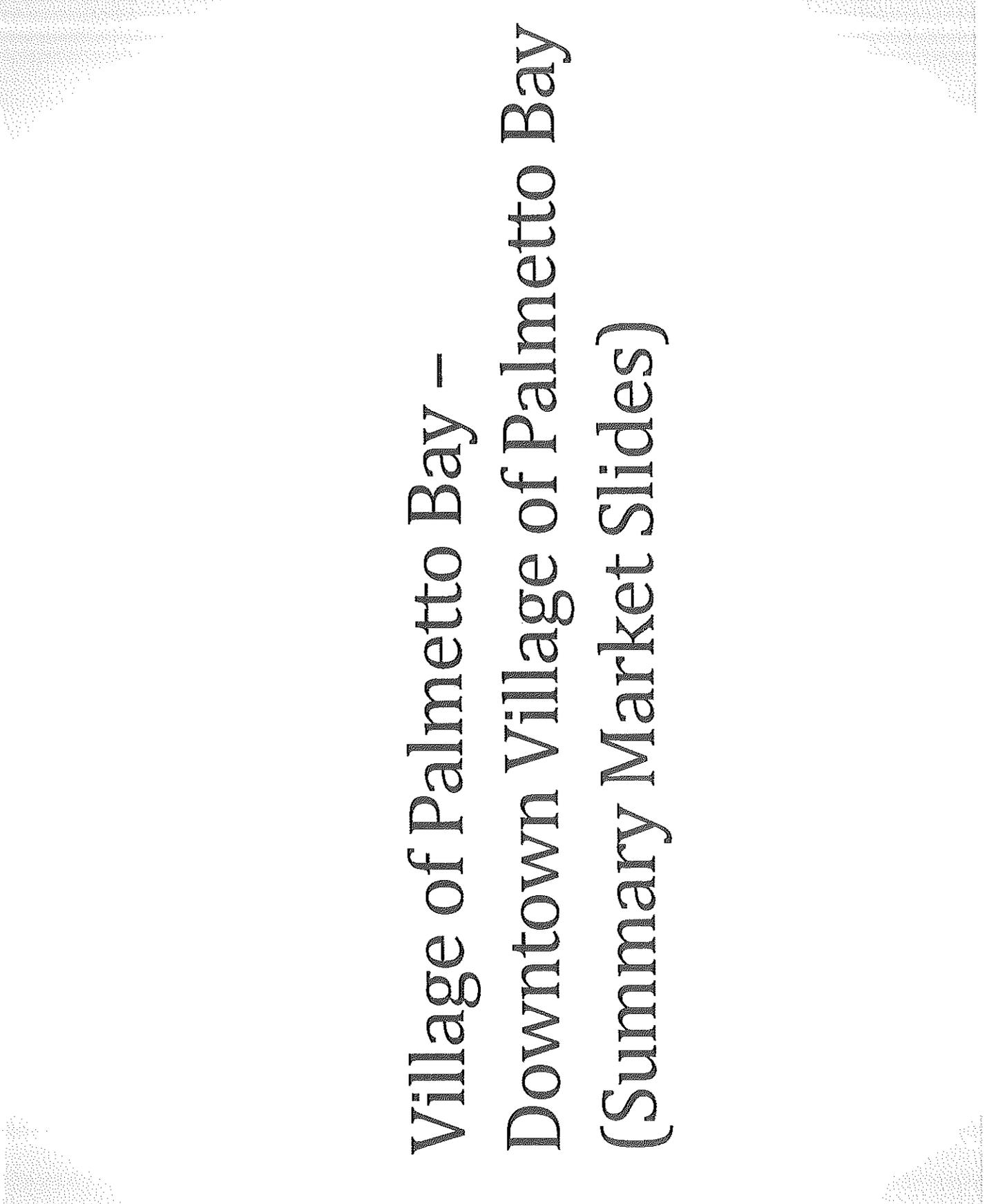
In the absence of any defined development program associated with the estimates of demand by use, we have completed the analysis herein on an order-of-magnitude basis. As such, development and performance information (i.e., development timing, development costs pricing, absorption, and operating performance) utilized to derive select benefits is based upon information obtained from our research as part of the Economic and Market Assessment; but, highly generalized in the application herein. Importantly, Lambert has not independently verified the development cost and/or operating performance data and cannot attest to the accuracy of the estimates that have been utilized to determine the select benefits. Furthermore, the economic impacts as stated herein from construction and operation of any proposed development are presented in current (2015) dollars. Any change in development and/or operating assumptions from those utilized as part of this analysis can have a material impact on the direct and in-direct economic indicators stated herein.

The following table provides a summary of select benefits from the potential demand for approximately: 1,200 residential units; 135,000 square feet of office space; and 100,000 square feet of retail:

Village of Palmetto Bay Estimates of Select Benefits from Potential Development Program Order of Magnitude Analysis											
One-Time Construction Impacts											
	Residential		Office		Retail		Total				
	Trending	High	Trending	High	Trending	High	Trending	High	Trending	High	
AVG Annual Direct Construction Jobs	159	193	131	164	116	145	296	368	271	338	
AVG Annual Indirect Construction Jobs	127	159	105	131	93	117	185	231	173	217	
AVG Annual Total Construction Jobs	286	352	236	295	209	262	481	600	444	555	
AVG Annual Construction Wages	\$ 247,442	\$ 309,975	\$ 198,816	\$ 257,219	\$ 176,580	\$ 228,245	\$ 522,838	\$ 665,449	\$ 474,993	\$ 601,729	
Recurring Impacts (Upon Program Build Out)											
	Trending	High	Trending	High	Trending	High	Trending	High	Trending	High	
Total Annual Employment	43	53	37	47	32	41	112	141	92	116	
Total Annual Wages	\$ 165,747	\$ 207,604	\$ 122,600	\$ 157,097	\$ 97,972	\$ 124,041	\$ 386,319	\$ 498,783	\$ 297,934	\$ 375,880	
AVG Annual Total Employment	78	97	69	88	59	74	181	229	141	177	
AVG Annual Total Wages	\$ 88,278	\$ 111,570	\$ 57,655	\$ 73,539	\$ 40,745	\$ 51,738	\$ 197,688	\$ 256,850	\$ 169,414	\$ 214,108	
AVG Annual Total Construction Wages	\$ 658,145	\$ 827,544	\$ 437,361	\$ 561,758	\$ 327,235	\$ 416,483	\$ 1,443,328	\$ 1,849,982	\$ 1,142,421	\$ 1,432,625	
Total All Values	\$ 581,892	\$ 847,533	\$ 647,879	\$ 1,293,157	\$ 572,249	\$ 719,974	\$ 7,156,210	\$ 10,348,465	\$ 4,942,868	\$ 6,342,219	



Village of Palmetto Bay –
Downtown Village of Palmetto Bay
(Summary Market Slides)

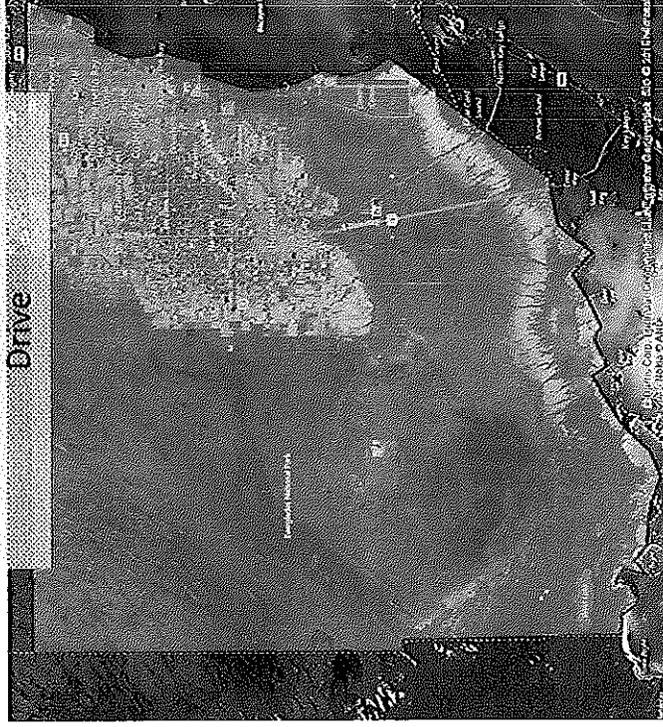


Housing Demand

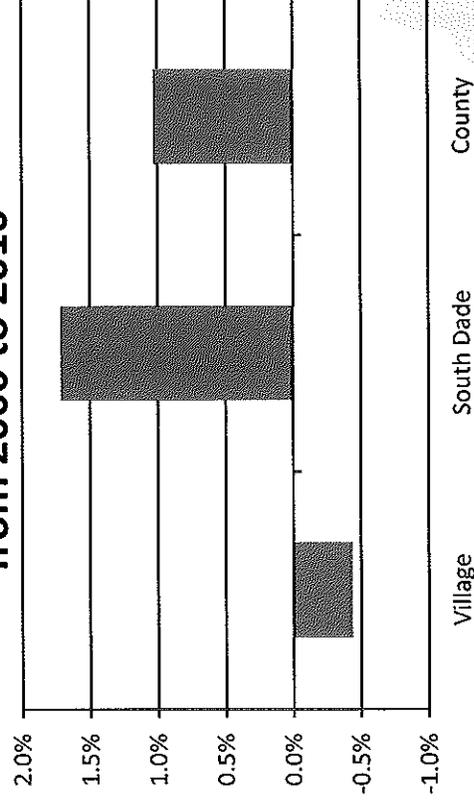
Propensity for Housing Demand Draws from south Miami-Dade County Region

- South Miami-Dade County population growth projections from ESRI indicates 1.7% average annual through 2020

S.W. 88th Street/ Kendall Drive



Avg. Annual Population Growth from 2000 to 2010



Strength of VPB Demographics vs. south Miami Dade County

Demand Profile	South Miami Dade County	Village of Palmetto Bay
Est. Population (2013)	549, 728	24,168
Est. Households (2013)	176,315	8,212
% VPB of South Dade HH's	--	4.7%
% of HH Income > \$50,000	50%	79%
No. of Potential MF HH's w/Income > \$50,000	88,157	6,487
% VPB of South Dade HH Income > \$50,000	--	7.5%

- VPB currently comprises 4.7% of all south Dade households
- However, it comprises 7.5% of all south Dade households above \$50,000

Strength of VPB Demographics vs. south Miami Dade County

	2010	2014	2015	2017	2019	2021	2023	Change
Population	522,619	559,074	568,578	588,074	608,238	629,094	650,665	128,046
Total Households	166,635	179,665	183,078	190,101	197,394	204,966	212,829	46,194
Persons per HH	3.1	3.1	3.1	3.1	3.1	3.1	3.1	
% South Dade HH w/income > \$50K (Future Demand)		50%	50%	50%	50%	50%	50%	
No. HH with Income > \$50,000		89,832	91,539	95,051	98,697	102,483	106,414	16,582
% MF Dwelling	40.0%	40.0%	40.0%	41.0%	42.0%	42.0%	43.0%	3.0%
Total Demand for New MF Dwelling Units	66,654	35,933	36,616	38,971	41,453	43,043	45,758	79,104
Scenario 2 - VPB Mid Point Capture:		8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	
HH Capture:		2,875	2,929	3,118	3,316	3,443	3,661	
Potential HH Demand:		54	55	58	139	64	68	
Net New HH Annual Demand:		54	108	297	495	622	840	
Net New HH Cumulative Demand:		54	55	58	139	64	68	
Total Potential Annual Demand (Mid Point)	-	54	55	58	139	64	68	
Total Potential Cumulative Demand (Mid Point)	-	54	108	297	495	622	840	
Additional Demand from Capture of Existing Renter Market								
Primary Comparable/Competitive Set		1,100	1,100	1,100	1,100	1,100	1,100	
% Annual Turnover		60.0%	60.0%	60.0%	60.0%	60.0%	60.0%	
% Annual Capture		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	
Annual Demand from Existing Capture		33	33	33	33	33	33	
Cumulative Demand from Existing Capture		33	66	152	198	264	330	
Total Potential Annual Demand (Mid Point)	-	87	88	91	172	97	101	
Total Potential Cumulative Demand (Mid Point)	-	87	174	429	693	886	1,170	

- Trade Area demand for 1,200± multi-family (market rate) housing units during next 10± yrs
- High Scenario up to 500± additional units
- Combination of new growth and existing "pent up" demand

Retail Demand

Trade Area & US 1 Corridor Map



Estimated Trade Area Demand from Projected Population Growth (2014-2019)

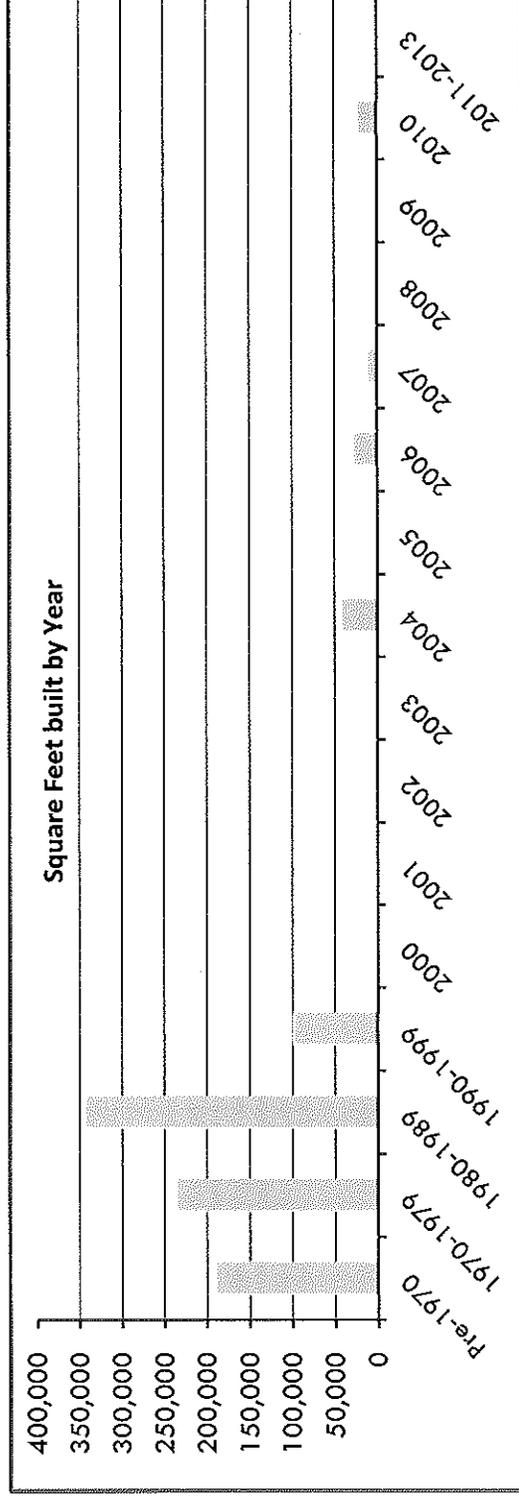
	2014	2019	Change
Estimated Population	17,245	18,761	1,516
Per Capita Income	\$43,421	\$47,238	\$3,817
Total Retail Expenditure Potential	\$172,217,890	\$203,832,559	\$31,614,669
Expenditure Potential by Category			
Food Services & Drinking Places	\$34,828,020	\$41,221,528	\$6,393,507
Shoppers Goods	\$80,702,733	\$95,517,629	\$14,814,896
Convenience Goods	\$66,153,141	\$78,297,115	\$12,143,974
Sales per Square Foot by Category			
Food Services & Drinking Places	\$375	\$375	\$0
Shoppers Goods	\$302	\$302	\$1
Convenience Goods	\$350	\$350	\$0
Supportable Square Footage by Category			
Food Services & Drinking Places	92,875	109,924	17,049
Shoppers Goods	267,336	315,803	48,467
Convenience Goods	195,822	231,770	35,948
Non-Retail Space	55,991	66,219	10,228
Total Supportable Retail Space	612,023	723,716	111,693

Key Retail Highlights

- Net new retail demand must take into account condition of existing inventory
 - Repositioning under-utilized and/or vacant space
- Near term opportunity for Downtown VPB retail is for relatively limited
 - Primarily serve the phased residential
 - 20-30,000 sq.ft. of dining, convenience, boutique
- During mid- to longer term (as Downtown builds-out) , opportunity to add 50-60,000 sq.ft.
 - potential grocery store

Office Demand

VPB Office Market at Glance



- Notable amount of VPB office inventory is aging, reaching effective life
- VPB office market under 90% occupancy, average rates of \$25± - well below County average

Office Employment Trends and Projections

	Financial	Services	Total	Avg. Annual Change	Avg. Annual Growth %
1990	63,600	76,400	140,000		
2000	60,800	134,400	195,200	5,520	3.4%
2010	60,400	119,200	176,600	-1,860	-1.0%
2013	67,800	125,800	193,600	5,667	3.1%
2019	72,700	144,100	216,800	3,867	1.9%

Key Office Highlights

Village of Palmetto Bay (City-wide) – Office Demand

	Low	High
Estimated County Office Job Growth (2014 to 2019)	18,000	22,000
Sq.Ft. Office Net Demand @ 230 sf per employee	4,100,000	5,100,000
percent Village of Palmetto Bay Capture (based on historic)	3 percent	5 percent
Village of Palmetto Bay Total Potential - Office Demand (Sq.Ft.)	135,000	270,000

- Importantly, portion of net new demand considers need to reposition older, non-functional space and current vacancy
- Office space potential for Downtown VPB is supporting use
- 20-30,000 sq.ft. of smaller professional/medical



To: Honorable Mayor and Village Council

Date: March 30, 2015

From: Ron E. Williams, Village Manager

Re: Village of Palmetto Bay
Drainage Improvements

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE WIDE DRAINAGE IMPROVEMENTS; APPROVING THE SELECTION OF MAGGOLC, INC. TO PROVIDE CONSTRUCTION SERVICES FOR SUB-BASIN 10 (SW 88TH AVENUE) PAVING AND DRAINAGE IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$730,000; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

According to data collection findings and hydrologic/ hydraulic modeling contained in the Storm Water Master Plan, the need for drainage improvements have been identified and are recommended in Sub-Basin 10. Based on the drainage calculations for this Sub-Basin, the existing drainage infrastructures which currently consist of catch basins connected to exfiltration trench located in the vegetated swales along the sides of the roadway is not adequate to discharge runoff at the desired performance criteria.

The Village of Palmetto Bay contracted with Kimley-Horn and Associates, Inc., to design drainage improvements in Sub-Basin 10, more specifically, the area generally located south of SW 152nd Street, North of SW 156TH Terrace, east of 89th Avenue, and west of SW 87TH Avenue. The sub-basin consists of approximately 41.5 acres of existing detached single family residential developments with approximately 11,500 linear feet of roadway, including SW 87th AV, SW 87th CT, SW 88th AV, SW 88th CT, SW 89th AV, to the south of SW 12nd ST, SW 153rd Terrace, SW 154th ST, SW 154th Terrace, SW 155th Terrace, and SW 156th Terrace. The drainage improvements consist of additional catch basins and exfiltration trenches at low points in the roadway of the sub-basin and connection to drainage wells.

Kimley-Horn and Associates, Inc. has completed the design, bidding, and permitting phase of the drainage improvements. As recommended in the report, the drainage improvements will reduce localized flooding during severe storm events in the area mentioned above. The drainage improvements were designed in accordance with the established guidelines and procedures utilized by Miami-Dade County Public Works Department, Florida Department of Transportation and the Department of Environmental Resource Management.

A competitive bid process was followed for construction services for drainage improvements with the issuance of Invitation to Bid No. 1415-11-010. The bid was advertised in the Daily Business Review on November 4th, 2014. Bids for drainage improvements were received and opened on December 11th, 2014 with seven (7) contractors submitting a bid. Kimley-Horn and Associates, Inc. and the Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough analysis of the responses, the Village's engineer of record recommended and the Village concurred that Maggoc, Inc. was the lowest, most inclusive and responsible bid. Maggoc, Inc. provided the Village of Palmetto Bay with a base bid of \$922,633.25.

Construction of Sub-basin 10 drainage improvement is scheduled to be completed in two (2) phases. Phase I of sub-basin #10 is scheduled to commence in Fiscal Year 14-15 in an amount not to exceed \$730,000 and Phase II is planned for construction in Fiscal Year 15-16 for an amount not to exceed \$192,633.25. Kimley-Horn and Associates, Inc. has reviewed the drainage system and has formulated the most efficient approach to construct the project in FY 14-15 to not exceed the funding allocation of \$730,000. Florida Department of Environmental Protection granted the Village of Palmetto Bay funding in the amount of \$300,000 in FY 2014-2015 to assist with funding the construction of Sub-Basin 10 drainage improvements. The balance of drainage improvements planned for construction in sub-basin 10 will be completed under Phase II of Sub-Basin 10 with Stormwater Utility Revenue funding in the amount of \$192,633.25 to be budgeted in Fiscal Year 15-16.

The Department of Public Works recommends that it is in the best interest of the Village to establish a contract with Maggoc, Inc., which submitted the lowest, most inclusive and responsible bid to provide the requested drainage improvements in accordance with Invitation to Bid No. 1415-11-010. The Administration is requesting authorization from the Village Council to enter into an agreement with Maggoc, Inc. to provide construction services for drainage improvements in the areas mentioned above.

FISCAL/BUDGETARY IMPACT:

Funding is available and budgeted for this item under "Special Revenue Funds -- Florida Department of Environmental Protection Grant (\$300,000) and 50% match from Stormwater Utility" (\$330,000) in an amount not to exceed \$730,000 during FY 14-15.

RECOMMENDATION:

Approval is recommended.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE
5 WIDE DRAINAGE IMPROVEMENTS; APPROVING THE SELECTION
6 OF MAGGOLC, INC. TO PROVIDE CONSTRUCTION SERVICES FOR
7 SUB-BASIN 10 (SW 88TH AVENUE) PAVING AND DRAINAGE
8 IMPROVEMENTS; AUTHORIZING THE VILLAGE MANAGER TO
9 ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF
10 FUNDS IN AN AMOUNT NOT TO EXCEED \$730,000; AND
11 PROVIDING FOR AN EFFECTIVE DATE.
12

13 WHEREAS, the Village of Palmetto Bay contracted with Kimley-Horn and Associates,
14 Inc., to design drainage improvements in Sub-Basin 10, more specifically, the area generally located
15 south of SW 152nd Street, North of SW 156TH Terrace, east of 89th Avenue, and west of SW 87TH
16 Avenue; and,
17

18 WHEREAS, Kimley-Horn and Associates, Inc. has completed the design, bidding, and
19 permitting phase of the drainage improvements; and,
20

21 WHEREAS, a competitive bid process was followed for construction services for drainage
22 improvements with the issuance of Invitation to Bid No. 1415-11-010; and,
23

24 WHEREAS, the bid was advertised in the Daily Business Review on November 4th, 2014;
25 and,
26

27 WHEREAS, bids for drainage improvements were received and opened on December 11th,
28 2014 with seven (7) contractors submitting a bid; and,
29

30 WHEREAS, Kimley-Horn and Associates, Inc. and the Village Administration reviewed the
31 bid packages and summarized the submittals based on pricing, completeness, experience and
32 references; and,
33

34 WHEREAS, after a thorough analysis of the responses, the Village's engineer of record
35 recommended and the Village concurred that Maggolc, Inc. was the lowest, most inclusive and
36 responsible bid. Maggolc, Inc. provided the Village of Palmetto Bay with a base bid of \$922,633.25;
37 and,
38

39 WHEREAS, construction of Sub -basin 10 drainage improvement is scheduled to be
40 completed in two (2) phases; and,
41

42 WHEREAS, Phase I of sub-basin #10 is scheduled to commence in Fiscal Year 14-15 in an
43 amount not to exceed \$730,000 and Phase II is planned for construction in Fiscal Year 15-16 for an
44 amount not to exceed \$192,633.25; and,
45

1 FINAL VOTE AT ADOPTION:
2
3 Council Member Karyn Cunningham _____
4
5 Council Member Tim Schaffer _____
6
7 Council Member Larissa Siegel Lara _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Eugene Flinn _____
12

**Village of Palmetto Bay
Finance Department Procurement Action
AWARD RECOMMENDATION**



To: Corrice E. Patterson, Public Works Director

From: Kristy Bada, Procurement Specialist

Date: 11-Mar-15

RFP/ITB#: 1415-11-010 Item/Service: SubBasin 10 (SW 88 AV) Drainage & Paving Improvements

Attached are apparent low bid(s) and a tabulation for subject items/services requisitioned by your department. Please complete the applicable portion(s) of this form for proper presentation and recommendations by your department for Council approval. Please return this form to the Procurement Specialist as soon as possible. An executed copy of this form will be returned to your department for resolution memo/item preparation.

I. Procurement Comments:

During the administrative review of bid submittals for ITB 1415-11-010 it was found that Maggoc, Inc. was the lowest bidder. The bid submittal included the majority of required documentation (please refer to Section II), licenses, references and addendum acknowledgement(s). The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

II. Recommendation:

a. Which bid is being recommended? Maggoc, Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes ___ No X

If No, is the variance considered: Minor X Major ___

Explain: The solicitation response submitted from Maggoc, Inc. did not include the requested Certificate of Insurance and omitted one (1) of the five (5) required references. However, Maggoc, Inc. was contacted and provided the Certificate of Insurance along with the required reference.

c. Is the recommendation the lowest bid received? Yes X No ___

List the bids that are low but which you believe DO NOT meet specifications and list reasons why each does not meet specifications; please attach a memorandum of explanation the this form if necessary:

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Finance Department, Procurement Specialist has reviewed all responses and recommends award to the lowest, most responsive and responsible bidder, which is Maggoc, Inc. in the amount of \$922,633.25 for SubBasin 10 (SW 88 AV) Drainage & Paving Improvements.

IV. Recommendation Approval

Signature/Date *Corrice E. Patterson*
Corrice E. Patterson, Public Works Director

Signature/Date *Kristy Bada* 3/11/15
Kristy Bada, Procurement Specialist

Signature/Date *Ron E. Williams* 3/13/15
Ron E. Williams, Village Manager

Signature/Date *Desmond Chin* 3/11/15
Desmond Chin, Finance Director

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF PALMETTO BAY
INVITATION TO BID 1415-11-010

in the XXXX Court,
was published in said newspaper in the issues of

11/24/2014

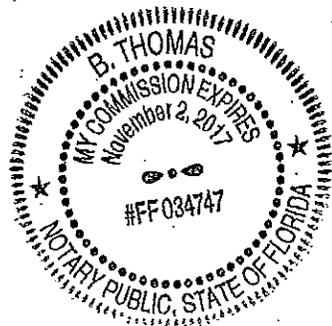
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this

24 day of NOVEMBER, A.D. 2014

(SEAL)

MARIA MESA personally known to me



VILLAGE OF PALMETTO BAY NOTICE OF INVITATION TO BID - 1415-11-010 SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE IMPROVEMENTS

The Village of Palmetto Bay is currently soliciting bids for Paving and Drainage Improvements. Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00 pm on or before Thursday, December 11, 2014, (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. To be considered, all interested parties must request and purchase a copy of the bid documents and submit an original, four (4) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package. A bid guaranty in the amount of five percent (5%) of the Bid must accompany each bid in accordance with the Invitation to Bid (ITB). The respondent shall bear all costs associated with the preparation and submission of the response to the bid. The nature and scope of this project includes, but may not be limited to: the furnishing of all labor, materials, tools, equipment, machinery, drawings, permits and services necessary to complete construction in accordance with the specifications of ITB for Sub-Basin 10 (SW 88th Avenue) Paving & Drainage Improvements. If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at KBada@palmettobay-fl.gov.

A mandatory, pre-bid meeting is scheduled for Tuesday, December 2, 2014 at 10:00 am at the Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. Bid documents may be obtained on or after Monday, November 24, 2014 at 8:30 am at the Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.
11/24 14-B-182/2376741M

12-11-14P03:01 CFMD



VILLAGE OF PALMETTO BAY
INVITATION TO BID - 1415-11-010
SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE IMPROVEMENTS

Proposer:

Total Price:

Maggola, Inc.

922,633.25

Williams Paving Co., Inc.

1,084,460.51

Florida Engineering + Development Corp.

1,171,516.33

JVA Engineering Contractor, Inc.

1,146,796.00

Team Contracting, Inc.

1,748,335.75

Metro Express, Inc.

1,148,318.50
~~1,131,318.50~~

ACosta Tractors, Inc.

984,547.52

Opening conducted and verified by:

Witnesses:

Meighan J. Alexander

Meighan J. Alexander
Village Clerk

Kristy Bada

Kristy Bada
Print Name

Missel Arocha

Missel Arocha
Print Name

Village of Palmetto Bay
 Bid Tabulation & Checklist – Invitation to Bid No. 1415-11-010
 Sub-Basin 10 (SW 88 Avenue) Drainage & Paving Improvements
 Bid Open Date: December 11th, 2014 at 3:00pm



	Maggoic, Inc.	Williams Paving Co. Inc.	Florida Engineering & Development Inc.	JVA Engineering Contractor, Inc.	Team Contracting, Inc.	Metro Express, Inc.	Acosta Tractors, Inc.
Total Bid:	19,221,633.25	4,084,465.76	4,477,246.33	2,146,796.00	2,748,335.75	4,448,946.50	2984,547.52
			<i>Proposal Amount</i>				
			<i>Proposal Checklist</i>				
Pre-Bid Conference	✓	✓	✓	✓	✓	✓	✓
Price Form completed and executed in accordance with the terms and conditions, and the scope of services	✓	✓	✓	✓	✓	✓	✓
Bid Bond	✓	✓	✓	✓	✓	✓	✓
Bidder Qualifications	✓	✓	✓	✓	✓	✓	✓
Insurance	✗ Proof of insurance was not provided	✓	✓	✓	✓	✓	✓
Licenses	✓	✓	✓	✓	✓	✓	✓
Overall Completeness of Proposal Submittal	✓	✓	✓	✓	✓	✓	✓
Copies of Bid and Village Required Forms	✓	✓	✓	✓	✓	✓	✓
Addendum Acknowledgment	✓	✓	✓	✓	✓	✓	✓
References	✗ Provided four (4) document required five (5)	✓	✓	✗ Provided three (3) document required five (5)	✗ References were not provided on Village required form	✗ Provided one (1) document required five (5)	✓

NOTE: ✗ through denotes mathematical error by bidder.

Date Advertised: Monday, November 24th, 2014
 Publication(s): Daily Business Review

Opened and Received by: Stephen J. Alexander,
 Village Clerk

INVITATION TO BID

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157



TITLE:

Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements

ITB NO.:

1415-11-010

DUE DATE:

Thursday, December 11, 2014

ISSUED:

Monday, November 24th, 2014

CONTACT PERSONS:

Director
Corrice E. Patterson
Public Works Department
CPatterson@palmettobay-fl.gov

Procurement Specialist
Kristy Bada
Finance Department
KBada@palmettobay-fl.gov

SECTION 8.0 BID FORM

BID FORM Page 1 of 7	
Deliver Bid to: Village Clerk Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, FL 33157	ITB No. 1415-11-010 Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements
To be opened and publicly read, Thursday, December 11 th , 2014 at 3:00pm	
Bidder Name: <i>Maggole Inc.</i>	Phone Number: <i>786-291-2949</i>
Mailing Address: <i>11020 SW 55 St</i> <i>Miami, FL 33165</i>	Fax Number: <i>786-472-8831</i>
Village, State, & Zip Code:	Toll Free Number:
Bid Contact Person: (Please print clearly) <i>Mario Gonzalez</i>	F.E.I.D. Number: <i>20-3345775</i>
Bid Guaranty/Bond Enclosed in the amount of: (When Required) <i>5%</i>	Email Address: <i>maggole@yahoo.com</i>
Total bid amount for items on Page 2 of Bid Form in figures (Lump sum): <i>\$ 927,633.25</i>	
Total bid amount for items on Page 2 of Bid Form (Written): <i>Nine hundred Twenty Two Thousands, Six Hundred Thirty Three dollars, Twenty Five cents.</i>	

PLEASE USE THIS PAGE AS THE COVER PAGE FOR YOUR BID SUBMISSION

BID FORM

PAGE 3 of 7

Sub-Basin 10 Paving and Drainage Improvements

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Value
101-1	Mobilization	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
102-1	Maintenance of Traffic	1	LS	6,000. ⁰⁰	6,000. ⁰⁰
104-10	Stormwater Pollution Prevention Plan	1	LS	2,000. ⁰⁰	2,000. ⁰⁰
110-1	Clearing and Grubbing	1	LS	13,000. ⁰⁰	13,000. ⁰⁰
110-2	Inlets - To Be Removed	6	EA	200. ⁰⁰	1,200. ⁰⁰
327-1	Milling Existing Asphalt	8,000	SY	4. ⁰⁰	32,000. ⁰⁰
331-1	Asphaltic Concrete Surface Course Overlay, FDOT Type SP-9.5 (fine mix)	22,000	SY	8. ⁰⁰	176,000. ⁰⁰
425-1	Inlets (Swale - SD 2.2)	33	EA	2,650. ⁰⁰	87,450. ⁰⁰
425-2	Manholes (Type P-7)	41	EA	2,800. ⁰⁰	114,800. ⁰⁰
425-3	Adjusting Existing Utility Covers	1	LS	3,000. ⁰⁰	3,000. ⁰⁰
430-1	Polyethylene Pipe Culvert (15" Pipe)	700	LF	50. ⁰⁰	35,000. ⁰⁰
430-2	Polyethylene Pipe Culvert (18" Pipe)	900	LF	66. ⁰⁰	59,400. ⁰⁰
524-1	Asphalt Aprons	100	SY	20. ⁰⁰	2,000. ⁰⁰
443-1	French Drain (18" Pipe)	3,200	LF	90. ⁰⁰	288,000. ⁰⁰
711-1	Signing and Pavement Markings	1	LS	8,000. ⁰⁰	8,000. ⁰⁰
SG-1	Swale Grading	1,000	LF	6. ⁰⁰	6,000. ⁰⁰
SR-1	Swale Restoration	1	LS	15,000. ⁰⁰	15,000. ⁰⁰
A-1	Allowances	1	LS	\$50,000	\$50,000.00
SUBTOTAL					908,850. ⁰⁰
PF	Permit Fee				\$150.50
AIPP	Art in Public Places Fee (Subtotal x 1.5%)				13,632.75
TOTAL					\$ 922,633.25

TOTAL BID AMOUNT FOR ITEMS IN FIGURES (LUMPSUM): \$ 922,633.25

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): Nine Hundred Twenty two Thousand Six Hundred thirty three dollars, Twenty Five Cents

Vendor: Maggoffe Inc.

Signature of Official: [Signature] Name (typed): Mario Couraler

Title: President Date: 12/11/14

Bid Form Page 3 of 7

The following Bid Item Notes apply to all bid items:

1. Bid Item 101-1 is a lump sum pay item for all mobilization costs and also includes the construction of two (2) project signs that shall be displayed at approaches to the project area. The intent is that the signs will be freestanding. The sign shall display on both sides the project name, Village Logo, elected officials, and contact information. A detail of the sign is included in the plans.
2. Bid Item 102-1 is a lump sum pay item for a Maintenance of Traffic and includes all pedestrian access maintenance. All crosswalks and sidewalks shall remain open and free of obstructions. Temporary painting for roadways and crosswalks shall be maintained throughout the project. Costs shall include the use of flagmen.
3. Bid Item 104-10 is a lump sum pay item to furnish, install, and maintain the complete storm water pollution prevention plan (SWPPP). Costs shall include but not be limited to all baled hay, filter fabric, turbidity barriers, Notice of Intent fees, and compliance with any SWPPP reporting.
4. Bid Item 110-1 is a lump sum pay item that includes the removal and disposal of all existing concrete, soil/planting, trees, stumps, roots and other such objects, buildings, structures, appurtenances, existing flexible asphalt pavement, base material, and other facilities necessary to prepare the area for the proposed construction and which are not included as part of another bid item.
5. Bid Item 110-2 includes all costs associated with the removal and disposal of existing drainage structures, associated piping, or concrete slab covered trench impacted or to be replaced with the new drainage system. This bid item is to include all costs associated with filling/abandoning any existing, adjacent trench or French drain. Filling shall be with a suitable fill or grout.
6. Bid Item 327-1 includes all costs associated with milling the project area as shown on the plans and details.
7. Bid Item 331-1 includes all costs associated with resurfacing the entire project area upon completion of the entire trench/pavement restoration phase. This resurfacing bid item includes costs to provide a smooth and continuous grading throughout the entire asphalt overlay process to avoid areas of standing water. All asphalt costs associated with the trench/pavement restoration phase shall be included in Bid Items 430-1, 430-2, and 443-1.
8. Bid Items 425-1 and 425-2 includes all costs associated with installing inlets and manholes, baffles, existing pipe modifications, and all drainage pipe connections per the plans. These Bid Items shall include all associated excavation, protection of trench, management of excavated material, backfill and compaction, new fill, testing, and adjusting new manhole/utility covers per the plans and details.
9. Bid Item 425-3 is a lump sum item that includes all costs associated with adjusting existing manhole and utility covers prior to the overlay process.
10. Bid Items 430-1, 430-2, and 433-1 includes all costs associated with installing Polyethylene pipe culvert, French drain, trench excavation, protection of trench, use of trench box, management of excavated material, new limerock and sub base as needed, complete trench backfill and compaction, testing, and asphalt restoration per the plans and details.
11. Bid Item 524-1 includes all costs associated with installing asphalt aprons at new and existing catch basins. This bid item shall also include costs associated with base preparation, 4" compacted limerock base, retaining walls and/or soil grading if required by adjacent grades to front of sidewalk.
12. Bid Item 711-1 includes all costs associated with installing signing and thermoplastic pavement markings including temporary pavement markings prior to thermoplastic. Costs associated with replacing existing signs damaged as a result of construction will be the responsibility of the contractor.
13. Bid Items SG-1 includes all costs associated with grading the existing swales as shown on the plans. The costs shall include excavation and management of excavated material. Costs associated with sod and swale restoration shall be included in Bid Item SR-1.
14. Bid Item SR-1 is a lump sum pay item that includes the complete restoration of the swale area impacted by any construction activity adjacent to drainage work including but not limited to asphalt and base removal, pipe culvert, French drain, catch basins, etc. Any swale areas impacted by the contractor outside of drainage work such as asphalt overlay, pavement markings, etc. will be restored by the contractor at no additional cost to the Village. The pay item includes but is not limited to new sod, landscaping, trees, excavation, new fill, grading, irrigation, driveway aprons, sidewalks, mail boxes, fences, pipes, curbs, etc. to an equal or better condition prior to construction. The contractor shall include the costs associated with a preconstruction video to confirm existing conditions. Any damage not confirmed by preconstruction video will be repaired at no additional cost to the Village.

Bid Form
Page 4 of 7

TRENCH SAFETY

Bidder acknowledges that included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The Bidder identifies the costs included in the Total Bid Price to be summarized below.

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE UNIT (LF, SY)	UNIT (QUANTITY)	COST	EXTENDED COST
A. <u>Trench Box</u>	<u>LF</u>	<u>20</u>	<u>\$ 20.⁰⁰</u>	<u>\$ 400.⁰⁰</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above shall result in the Bid being declared non-responsive.

Bid Form
Page 5 of 7

The following are requirements of this bid, as indicated below. Place a check mark in the "Enclosed" column as you complete and enclose each item. Requirements that do not apply to this Bid are denoted by "N/A".

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓		Pre-Bid Conference or Site Inspection	3.3
✓		Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	3.2
Not Required		Bid Guaranty	3.21
✓		Bidder Qualifications	2.21
✓		Copies of Bid and Village Required Forms	2.8
✓		Insurance	2.64
✓		Licenses	3.15
✓		References	2.20
Not Required		Samples (If Applicable)	2.57
✓		Guarantee/ Warranty Information (If Applicable)	2.72/2.48

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this Bid. Please read the entire Bid thoroughly to ensure that your submission is complete.

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within fifteen (15) calendar days after the date of the Village's Notice of Intent to Award.

Bid Form
Page 6 of 7

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.) Bidder(s) shall ALSO acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the Village may waive this requirement in its best interest.

Addendum No. 1 Dated: 12/9/14
Addendum No. Dated:
Addendum No. Dated:
Addendum No. Dated:
Addendum No. Dated:

- Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. The Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.
5. The Bidder has carefully and to his full satisfaction examined any and all information the Bidder deems necessary to submit this Bid, including but not limited to, the attached Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications, and Contract and Bonds, together with the accompanying Drawings, Project Specifications and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the proposed Work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the Work generally described as follows:

Construct paving and drainage improvements for the Village (Invitation to Bid# 1415-11-010) generally bounded by SW 152nd Street to the north, SW 156th Terrace to the south, SW 89th Avenue to the west, and SW 87th Avenue to the east. The Project shall include but not be limited to roadway improvements, drainage improvements, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

6. It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and



ADDENDUM NO. 1

Date: December 9, 2014

To: All Interested Parties

From: Kristy Bada, Procurement Specialist
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: Invitation to Bid No. 1415-11-010
Sub-Basin 10 (SW 88TH Avenue) Paving and Drainage Improvements

This Addendum forms a part of the Invitation to Bid (ITB) Package Document dated November 24th, 2014, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

Minutes from Pre-Bid Meeting:

Date: Tuesday, December 2nd, 2014

Location: Municipal Center, 9705 E Hibiscus Street, Palmetto Bay, FL 33157

Attendees:

Corrice E. Patterson, Public Works Director

Danny Casals, Field Operations Supervisor

Kristy Bada, Procurement Specialist

Sign-in sheet with additional attendees Attached as Exhibit 1

Meeting began at 10:10 am

Mrs. Kristy Bada made introductions, welcomed everyone and thanked them for their attendance. She explained that the pre-bid meeting is mandatory and urged everyone present to sign the sign-in sheet. She made mention that all questions would be answered as an addendum to the bid and disseminated via e-mail. She specified the deadline for questions or inquires related to this bid is Monday, December 8th, 2014 at 3:00pm. She further discussed the cone of silence, schedule of events, required forms, bid security (5%) and contract terms. Ms. Corrice E. Patterson and Mr. Danny Casals briefly discussed the scope of services and specifications. Upon completion of introduction participants were invited to ask questions and provide comments. There were no questions asked by the attendees.

Roger Arguello from Acosta Tractors, Inc. submitted the following question for clarification via email:

1. **Question:** The bid item note No. 8 indicates that items 425-1 and 425-2 includes all cost associated with installing inlets and manholes, baffles, etc. The drainage detail (Sht. C215) shows pollution retardant baffle in the structures precedent the French drain and in this case these structures are manholes connected to inlets (Swale-SD 2.2). Which structures will require the baffles, because neither the manholes nor the swale inlets have the sump (3.50') required by the detail. Please clarify.

Response: Baffles are required in locations where exfiltration trench is directly exposed to stormwater runoff from inlets. In those locations, there is adequate distance in the current design to account for the baffle and associated sump (3.5').

- For further clarification, the following is a list of structures that require baffles. These structures do not require invert or sump elevation modifications:
 - S-1 (N), S-3 (N), S-5 (S), S-47A (N), S-50 (N,S), S-53 (N,S), S-64 (N), S-8 (E), S-12 (W), S-16 (E), S-20 (W), S-27 (E,W), S-32 (W), S-35 (E), S-39 (W), S-41 (E), S-45 (W), S-68 (E), S-71 (W), S-61 (E), and S-56 (W). A total of 24 baffles.
- The following are two structures that were identified to require sump elevation modifications (baffles are not required):
 - S-10 new sump elev. = 2.4 and S-11 new sump elev. = 2.4

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force.

Thank you for your participation in our solicitation process.



Kristy Bada, Procurement Specialist
Village of Palmetto Bay



**ACKNOWLEDGEMENT OF
ADDENDUM SOLICITATION**

Amendment/Modification No: 1

Amendment of ITB No: 1415-11-010

Title: Sub-Basin 10 (SW 88TH Avenue) Paving and Drainage Improvements

Name of Proposer Maggole Inc.

Date Addendum Received 1

Total Pages of Addendum including Acknowledgement 3

Print Name Mario Gonzalez

Signature 

The addendum must be submitted along with the remainder of the bid package.

Bid submittals without the addendum will be considered unresponsive.

Bid Form
Page 7 of 7

provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 3.20 (Award of Bid) in the Instructions to Bidders.

I certify that this bid, is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions stated on this bid and all subsequent documents related to this bid, and certify that I am duly authorized to sign this bid for the Bidder.

SUBMITTED THIS 11 ~~10~~ DAY OF December 2014.
M.G.

BID SUBMITTED BY:

[Signature] 12/11/14
Signature and Date

President
Title

Mario Gonzalez
Name

Maggolo Inc.
Company

END OF SECTION

SECTION 9.0 VILLAGE REQUIRED FORMS

BID SECURITY FORM

Attached herewith find Bid Security in the form of a (bid bond), (certified check), (cashier's check) in the amount of Five Percent of Amount Bid Dollars (\$^{*****5%*****}), 5% of base bid, according to the provisions and conditions of the bid/specifications package for the Palmetto Bay Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements (ITB No. 1415-11-010).

Company: Maggolc, Inc.,

Name: Mario Gonzalez

Signature: _____

Title/Position: President

TO THE VILLAGE OF PALMETTO BAY:

That we, Maggolc, Inc., as Principal, and Berkley Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, as obligee, hereinafter called Village, in the penal sum of Five Percent of Amount Bid (*****5%*****) Dollars, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that in case of failure on the part of the Principal & Company to execute said contract and bond under the conditions of this Bid within ten (10) days after receipt of contract, the accompanying Bid Security, made payable to the Village, of not less than five percent (5%) of the base bid, shall be forfeited as liquidated damages; otherwise, said Guarantee is to be returned to the undersigned upon delivery of executed Contract and satisfactory Performance Security (Bond).

SIGNED, SEALED AND DATED THIS 11th DAY OF December, 2014.

Federal Tax I.D.# 20-3345775 Vendor License I.D.#: E-251302
Maggolc, Inc. Berkley Insurance Company
Principal [Signature] Surety [Signature]
Mario Gonzalez, President Michael A. Bonet, Attorney-In-Fact

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Maggolc, Inc. (hereinafter called the Principal), and
Berkley Insurance Company (hereinafter called the Surety), a Corporation chartered
and existing under the laws of the State of Delaware with its principal offices in ^{Greenwich, CT} the Village of and
authorized to do business in the State of Florida, and the Village of Palmetto Bay, and having an Agent
resident therein, such Agent and Company acceptable to the Village of Palmetto Bay, are held and firmly
bound unto the Village of Palmetto Bay (hereinafter called Village), in the sum of
Five Percent of Amount Bid Dollars (\$ *****5%*****), good
and lawful money of the United States of America, to be paid upon demand of the said Village, to which
payment well and truly to be made we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a Bid to the Village for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all insurances and taxes, including but not limited to, state workmen's compensation and unemployment compensation insurance and taxes incurred in the performance of the Contract, and means of transportation for construction of:

VILLAGE OF PALMETTO BAY (the "Village" or the "Village")
SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE IMPROVEMENTS (the "Project")

for said Village, and;

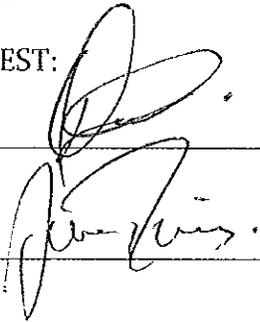
WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid in the amount of five percent (5%) of the Base Bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute the Contract in accordance with the Invitation to Bid and Contract Documents and upon the terms, conditions and price set forth therein, in the form and manner required by the Village and execute sufficient and satisfactory Performance and Payment Bonds payable to the Village of Palmetto Bay, each in an amount of one hundred percent (100%) of the total Contract Price, as indicated in the Bid, in form and with security as set forth in the Invitation to Bid and Contract Documents satisfactory to the said Village, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal

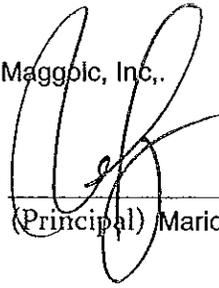
to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Village upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Maggolc, Inc., as "Principal" herein has caused these presents to be signed in its name, by its President under its corporation seal, and the said Berkley Insurance Company as "Surety" herein, has caused these presents to be signed in its name by its Attorney-In-Fact, under its corporate seal, this 11th day of December, and attested by its See Power of Attorney Attached, A.D., 2014.

ATTEST:



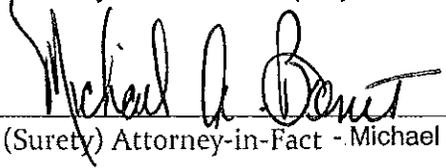
Maggolc, Inc.,

By:  (Title)
(Principal) Mario Gonzalez, President

ATTEST:

See Power of Attorney Attached

Berkley Insurance Company

By:  (Surety) Attorney-in-Fact - Michael A. Bonet

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-Attorney to sign said Bond).

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

110. 01-10071

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Roy V. Fabry or Michael A. Bonet of Kahn-Carlin & Co., Inc. of Miami, FL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11 day of DECEMBER, 2014

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Village of Palmetto Bay

Vendor Registration Application



This form must be completed in its entirety. The Village of Palmetto Bay does not have a preferred vendors list.

Business Name (As shown on W9; Attach W9 Form): Maggole Inc.
DBA (Doing Business As): _____
Fed Tax ID Number: 20-3345775
Address: 11070 SW 55 ST.
City: Miami State: FL Zip Code: 33165
Contact Name: Marie Courales Contact Email: maggole@yahoo.com
Phone: 786-291-2949 Fax: 786-472-8831
Business Website: _____

Type of Organization:

Individual Partnership Non-Profit Organization Corporation Religious Organization
 Government/School Religious Organization

If so, incorporated under the laws of what state? _____

Type of Business:

Manufacturer Factory Representative Wholesale Dealer Retail Dealer Construction
 Unlimited General Contractor Limited Sub-Contractor
 Service Establishment - Define _____
 Other - Define _____

List the commodities and/or services to be provided to the Village. Please print or type your reply.

Business License Information:

State License No. _____ Occupational License No. 5628487

Other: _____

Insurance Information (Please select all applicable, Attach copy of Certificate of Insurance):

General Liability Automobile Liability Worker's Compensation Other: _____

If you currently hold any FL State, County, or Municipal Contracts, list entity, numbers, and expiration:

For office use only:

Date Received: _____

Date Entered: _____

Vendor No.: _____

Received By: _____

Entered By: _____

UPON COMPLETION PLEASE RETURN TO THE VILLAGE OF PALMETTO BAY, PROCUREMENT SPECIALIST.
FORMS MAY BE SUBMITTED VIA EMAIL TO KBADA@PALMETTOBAY-FL.GOV

9705 E HIBISCUS STREET
PALMETTO BAY, FL 33157
TEL: 305-259-1234 FAX: 305-259-1290

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Vendor s have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature: _____

Print Name: _____

Mario Gonzalez

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

Mario Gonzalez being first duly sworn, deposes and says that:

(1) He/She/They is/are the President/Owner
(Village, Partner, Officer, Representative or Agent) of

Maggolo Inc The BIDDER that has submitted the attached Bid;

- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, Villages, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, Villages, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness [Signature]
Witness [Signature]

by: [Signature]
Signature
Mario Gonzalez / President
Print Name and Title

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statutes Section 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Village of Palmetto Bay policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any Vendor , Vendor , consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate of terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements

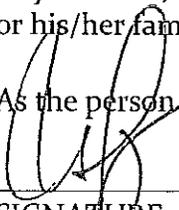
Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Village of Palmetto Bay has added food, meals, beverages, and candy.

Any Vendor , Vendor , consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE

NAME OF COMPANY


Maggole Inc.

PRINTED NAME

TITLE

Mario Gonzalez

President

Failure to sign this page shall render your bid non-responsive

BIDDER'S QUALIFICATION

The BIDDER'S response to this questionnaire will be utilized as part of the VILLAGE'S overall Bid Evaluation and Vendor selection.

1. Number of similar projects:
 - a) In the past 5 years 21
 Original contract price overrun average % (-8%)
2. Current workload - Projects in excess of \$25,000.

Project Name	Company Name	Telephone Number	Contract Price
<i>(see list attached)</i>			

3. The following information shall be attached to the bid.
 - a) Vendor's home office organization chart.
 - b) Vendor's proposed project organizational chart.
 - c) Resumes of proposed key project personnel, including on-site Superintendent.
4. List and describe any:
 - a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations, *None*
 - b) Any arbitration or civil or criminal proceedings, or *NONE*
 - c) Suspension of contracts or debaring from Bidding by any public agency brought against the BIDDER in the last five (5) years. *None*
5. Governmental References:

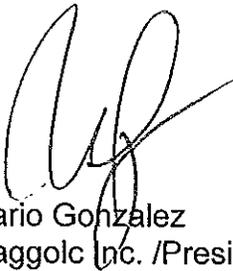
Governmental References: Obtain references, at least five, from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located on the following page)

MAGGOLC INC.

ENGINEERING CONTRACTOR – LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolc@yahoo.com

PROJECTS UNDER CONSTRUCTION (All as a Prime Contractor)

- 1- **FDOT- Asphalt Minor Repair- County wide** (Owner FDOT- District 6 -\$250,000)
(Executed 46 %) (Completion December 2014) (954-445-9093 - John Garcia)
- 2- **Multiple Parks ADA Improvements** (Miami Dade Park & Recreation Dep. \$298,880)
(Executed 35%) (Completion December 2014) (786-210-5937 - Leopoldo Aybar)
- 3- **NW 18 PL Drainage Improvements** (City of Miami, \$ 356,584) (Executed 68 %)
(Completion January 2015) (786-263-2133 - Robert Fenton)

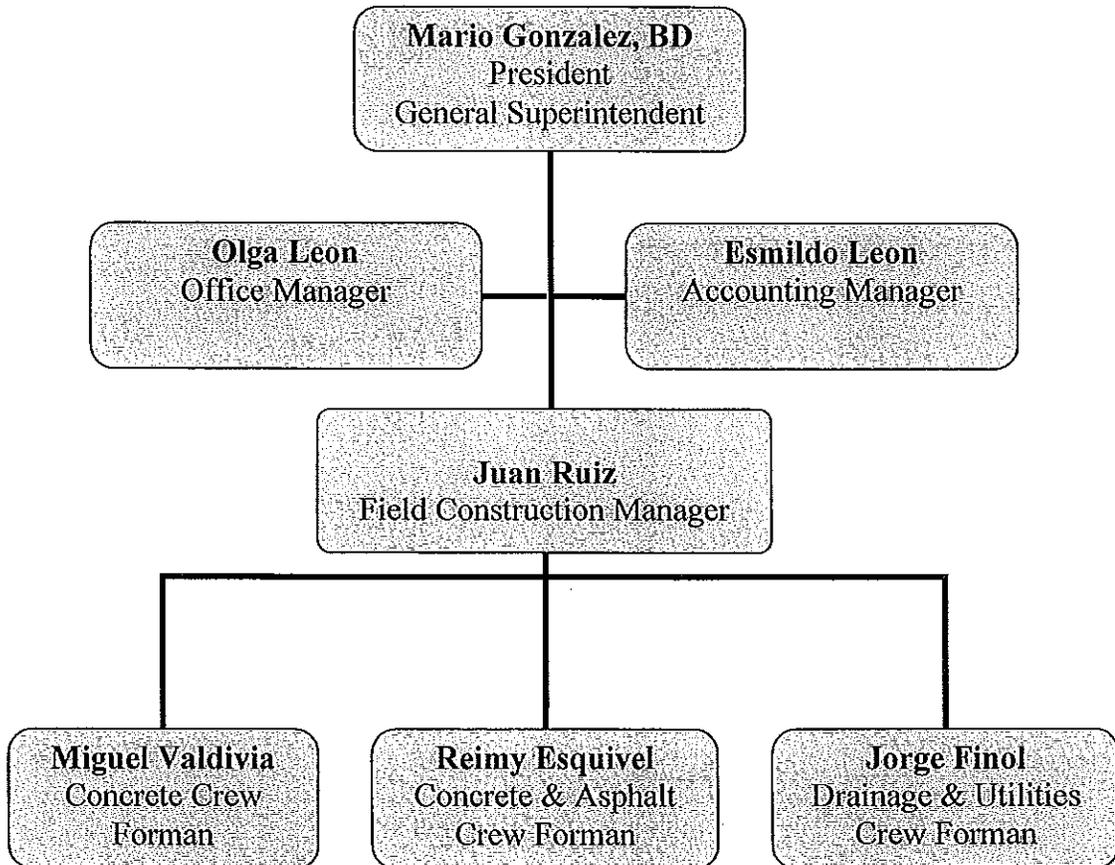


Mario Gonzalez
Maggolc Inc. /President

MAGGOLC INC.

ENGINEERING CONTRACTOR – LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolc@yahoo.com

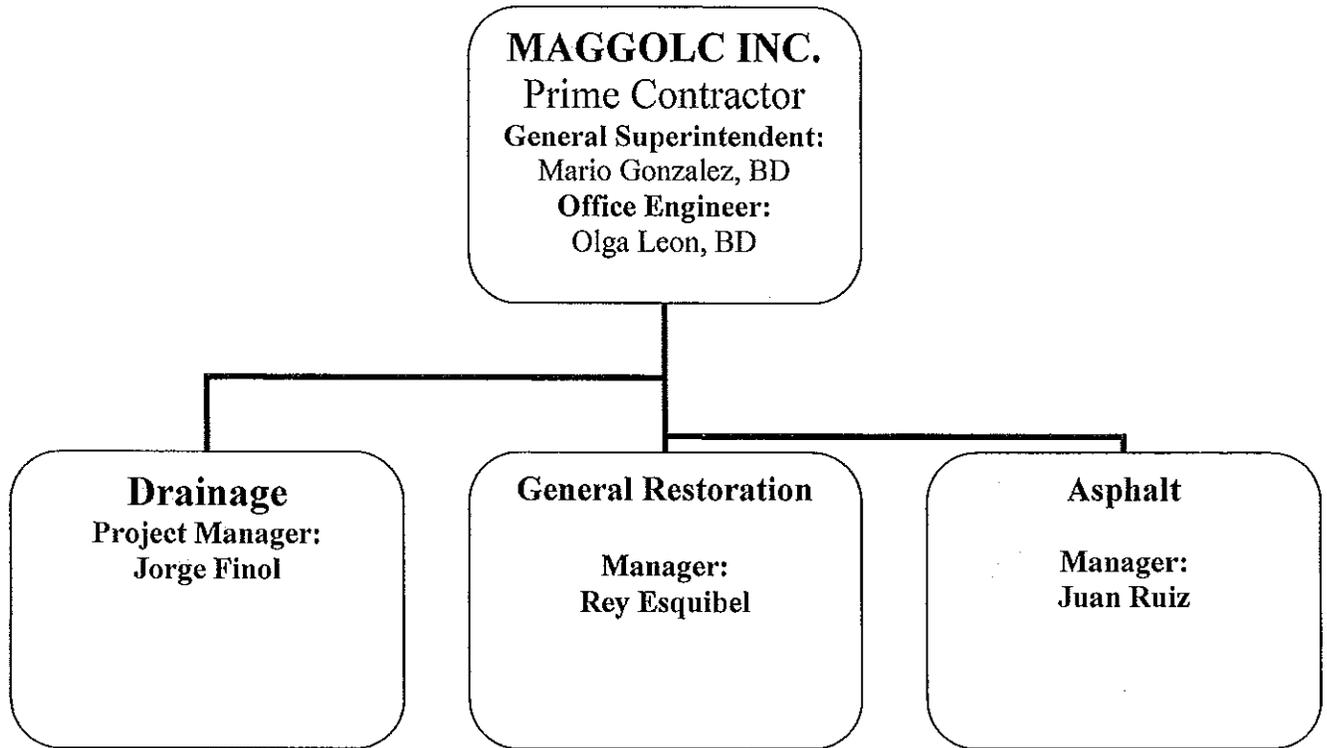
OFFICE ORGANIZATION CHART



MAGGOLC INC.

ENGINEERING CONTRACTOR – LIC: E-251302
11020 SW 55 ST., MIAMI, FL 33165
PHONE: 786-291-2949 FAX: 786-472-8831
maggolc@yahoo.com

PROJECT ORGANIZATIONAL CHART



MAGGOLC INC.

Engineering Contractor – Lic. E-251302
11020 SW 55 ST., Miami, FL 33165
Phone: 786-291-2949 Fax: 786-472-8831
maggolc@yahoo.com

RESUME:

MARIO GONZALEZ

Superintendent/ Project Manager of Maggole Inc.

Gonzalez is a Roadway Construction and Civil Engineer with over 24 years of progressive experience in the fields of highway and railway design, construction, maintenance, and operations.

EDUCATION:

Instituto Superior Politécnico (Higher Polytechnic Institute) "Julio Antonio Mella", Santiago de Cuba, Cuba.
Degree: **INGENIERO VIAL (Roadway Construction Engineer)**, July 1988. This is equivalent to a Bachelor of Science in Civil Engineering (BSCE) from a regionally accredited institution of higher education in the United States.

Universidad Central de Venezuela, Caracas, Venezuela.

Degree: **INGENIERO CIVIL (Civil Engineer)**, July 1997.

CERTIFICATIONS:

- TROXLER Electronics Lab - Nuclear Gauge Safety Training, (2001 & 2004)
- FDOT – MUTCD/Maintenance of Traffic, Intermediate Level (2008)
- ASPHALT PAVING TECHNICIAN – Level 1 (2004)
- EARTHWORK CONSTRUCTION INSPECTION – Level 1 (2005)
- ACI, Concrete Field Testing Technician- Grade 1. (2005)
- FDOT Concrete Field Inspector Specifications. (2005)

LICENSES :

- General Engineering Contractor
- General Building Contractor
- Registered and Certificate State of Florida Underground Utilities Contractor.
- Registered General Contractor State of Florida

WORK EXPERIENCE:

MAGGOLC INC., Miami, Florida, USA. (June 2005 to Present).

Gonzalez is the owner and president of Maggole Inc., this is an Engineering Contractor Company. Specialized in Drainage Systems, Pavement and Concrete.

Work Executed:

- **Dorm Ave Drainage Improvements** (City of South Miami) 2014
- **Beacom Project Area Improvements- Phase I** (City of Miami) 2013
- **Wild Lime Park Parking Expansion and Concrete Walkway** (Miami Dade Park & Rec Dep.) 2013
- **Biscayne Island Drainage Improvements** (City of Miami) 2013
- **Sidewalk Improvements along SR A1A/ Collins Ave @ SR 826** (FDOT) 2013
- **SR 9 (NW 27 Ave) @ NW 79 ST Roadway Improvements** (FDOT) 2013
- **Friedland Manor Drainage Improvements** (City of Florida City) 2013
- **NW 8 ST & NW 14 CT Roadway & Drainage Improvements** (City of Miami) 2013
- **I-195/ Julia Tuttle Bike Path/ Trail** (FDOT) 2013
- **ARRA Municipalities Group B: City of Miami Gardens Bus Shelters** (Miami Dade Transit) 2013
- **Progress Rd Roadway & Drainage Improvements** (City of South Miami) 2012
- **Killian Park Rd Stormwater Improvements** (Village of Pinecrest) 2012
- **Phase IV Drainage Improvements.** (Village of Palmetto Bay) 2012
- **SR 94/ Kendall Dr at SW 142 Ave Roadway Improv.** (FDOT) 2012
- **FDOT LAP Roadway Improvements.** (City of Sweetwater) 2012
- **SW 64 Street Corridor Improv.** (City of South Miami) 2012

- District #2 Citywide ADA Sidewalk Improvements. (City of Miami) 2012
- Long Key State Park - Resurface Campground Road (Florida Dep. of Environmental Protection) 2012.
- Suncrest Dr. & Moss Ranch Rd. Stormwater Improvements (Village of Pinecrest) 2011.
- SR 909 (Alton Road) at West 52 Street Drainage Improvements (FDOT District 6) 2011
- SW 19 Terrace Roadway & Drainage Improvements (CIP, City of Miami) 2011.
- Tamiami Canal Miccosukee Linear Park (Miami-Dade County, Park & Recreation Dep.) 2011.
- District #4 Citywide ADA Sidewalk Improvements (City of Miami) 2011
- MIA NW 36 Street & 67 Ave Intersection Improvement (concrete) (Aviation Department M-D County) 2011
- MIA Building 3050 Parking Lot Improvements (Aviation Department M-D County) 2011
- District #1 Citywide ADA Sidewalk Improvements (City of Miami) 2011
- District #3 Citywide ADA Sidewalk Improvements (City of Miami) 2011
- Intersection Realignment SW 139 Terr. & SW 140 Dr. and Esat Guava ST One Way Street Conversion. (Village of Palmetto Bay) 2010
- Installation of Sidewalks and Ramps along NE 12 Ave. (City of North Miami) 2010.
- AD Barnes Park Asphalt Walkways. . (M-D County Park & Recreation) 2010.
- Golden Shore Park Pavers Sidewalks. (City of Sunny Isles). 2010
- District I, Sidewalks Repair. (City of Miami). 2010
- Crandon Park ADA Parking Space Striping and Signs. (M-D County Park & Recreation) 2010.
- District II, Sidewalks Repair. (City of Miami). 2010
- Harbor Drive Lighting and Resurfacing Improv. (Village of Key Biscayne) 2010
- Blue Road Roundabouts and Drainage. (City of Coral Gables) 2010
- Drainage Retention Improvements of State Rd. 907 (Alton Rd.) at Allison Drive. Milling and Asphalt Resurfacing. (FDOT, District 6) 2009
- Country Club of Miami Park Concrete and Asphalt Walkway (Miami-Dade County, Park & Recreation Dep.) 2009.
- Brendwood Park Asphalt Walkway. (City of Miami Gardens) 2009.
- West Little River Improve Asphalt Driveways. (Miami-Dade County Office of Community and Economic Development) 2008.
- West Perrine Park Concrete Slabs and Poured Safety Surface. (M-D C Park and Recreation) 2008
- Asphalt Pavement Repair. Florida Department of Transportation (District 6). 2008-2009, 2009-2010 and 2010-2011.
- Improve Intersections Countywide Project, include Milling and Asphalt Resurfacing. (Sidewalk, Handicap Ramps, Curb & Gutters, Pavers, New Pavement, Drainage, Sodding (M-D County Public Work Dep.) 2008
- Seal Coat and Restriping of Station 13 and Logistics Parking Area. (MD County Fire Rescue Department) 2008
- Dolphin Archaeological Site Sidewalk Construction. (M-D County Park and Recreation) 2008.
- Olympic Park Sidewalks Construction. (M-D County Park and Recreation) 2007
- Norman & Jean Reach Park Foul Ball Netting. (M-D County Park and Recreation) 2007
- Drainage Improvement Project for NW 22 Court from NW 107 ST to NW 112 ST. (M-D County Public Work Dep.). 2006 , etc

Others Places where Gonzalez was working:

SRS ENGINEERING, INC., Miami, Florida, USA. (August 2006 to July 2007).

Construction Field Inspector of Drainage and Roadway Restoration. (Public Work Department, Miami-Dade County Projects).

-Allaphatta Phase I.

-Hardwood Village Phase II.

BERMELLO, AJAMIL & PARTNERS, INC., Miami, Florida, USA. (May 2005 to July 2006).

Quality Control (QC) Construction Inspector (DOT Projects): (Earthwork, Concrete and Asphalt).

-Okeechobee Road. (W 12 Ave to Palmetto Expwy)

-Miami Garden Drive. (NW 2 Ave to NW 17 Ave.)

-Biscayne Blvd. (NW 96 ST to NW 104 ST)

-Golden Gate Pkwy (Naples)

-Florida's Turnpike (Griffin Rd to Sunrise Blvd).

-A-1-A (Key West).

MARLIN ENGINEERING INC., Miami, Florida, USA. (October 2000 –May 2005).

February 2004 to May 2005.

Construction Field Inspector of Drainage and Roadway (FEMA-DERM, Miami-Dade County Projects).

Activities Included:

Verify of storm drainage structures in accordance with the approved shop drawings, installation of drainage and pollution control structures, drainage pipe inverts, joints, seals, French Drain Systems, solid pipe placement and bedding material. Check the Contractor's compliance with all Maintenance of Traffic.

Reconstruction of Pavement, Roadway Milling and Resurfacing; reconstruction of Curb and Gutter and Sidewalks; Site Restoration, including Grading of Swales, Sod Placement, etc.

Requirements:

- Ensure the quality of the construction work, as per the Public Works Department Manual, FDOT Standards, and Project Contract Documents.
- Ensure the full restoration of the project, including site cleanliness, swale grading, and sod placement.
- Keep records of daily activities, daily production, site testing, and progress of the work.
- Resolve complaints by residents resulting from construction activities.

March 2001 to February 2004: Project Engineer

Project Engineer for the design, roadway restoration, and storm drainage systems improvement, including independent sites and community. (DERM/FEMA Program administered by the Division of Recovery and Mitigation-DORM) in Miami-Dade County and City of Miami Storm Drainage Improvement Program). Working closely with Microstation and AutoCAD software.

October 2000 to March 2001 and October 2002 to February 2003: Roadway Inspector.

Surveying, inspecting and drawing sketches for roadway restoration projects in Q.N.I.P, Public Work Department of Miami-Dade County. Inspecting and supervising construction of asphalt patching, milling and resurfacing operations.

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Sub-Basin 10 Paving & Drainage Improvements

Name of Bidder: Maggole Inc.

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Beacon Project Area Improv. Phase I

Initial Value of Contract: \$ 767,132.40 Final Value of Contract: \$ 723,791.76

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 1 Were any contractor driven: No

Number of RFI's submitted by the vendor: 2

If you responded no to any of the above please provide details:

CHANGE ORDER WAS OWNER DRIVEN

Comments:

It's a pleasure working with Maggole
They're very cooperative.

Name of Public Entity/Company: City of Miami

Name of Individual completing this form: ROBERT FENTON

Signature: Robert Fenton Title: SR. PROJECT MANAGER

Telephone: 305 416 1002 Email: RFENTON@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Sub-Basin 10 Paving & Drainage Improvements

Name of Bidder: Maggolo Inc.

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: NW 8 St & NW 14 Ct Drainage & Roadway Improvements

Initial Value of Contract: \$425,895.25 Final Value of Contract: 482,230.32

Was the work performed timely: Yes ___ No

Was the work performed to acceptable quality standards: Yes ___ No

Would you enter into a contract with the vendor in the future? Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes ___ No

Total number of change orders: 1 Were any contractor driven: No

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

CHANGE ORDER WAS OWNER DRIVEN

Comments:

It's a pleasure working with Maggolo They're very cooperative.

Name of Public Entity/Company: City of Miami

Name of Individual completing this form: Robert Fenton

Signature: Robert Fenton Title: SR. Project Manager

Telephone: 305 416 1002 Email: RFenton@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information:

Sub-Basin 10 Paving & Drainage Improvements

Name of Bidder:

Maggole Inc.

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Phase III Drainage Improvements Village Palmetto Bay

Initial Value of Contract:

\$157,195⁰⁰

Final Value of Contract:

\$43,830

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 0 Were any contractor driven: _____

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

Comments:

Maggole performed well in completing the work & we look to work with them again.

Name of Public Entity/Company:

Stantec Consulting Services Inc.

Name of Individual completing this form:

Sean Compel

Signature:

Sean Compel

Title:

Associate

Telephone:

305-445-2900

Email:

sean.compel@stantec.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Sub-Basin 10 Paving & Drainage Improvements

Name of Bidder: Maggole Inc.

To Whom it May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Friedland Manor Drainage Improvements

Initial Value of Contract: \$147,000 Final Value of Contract: \$127,000

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes No

Total number of change orders: 1 Were any contractor driven: No

Number of RFI's submitted by the vendor: 0

If you responded no to any of the above please provide details:

Comments:

Maggole performed well in completing the work + we would work with them in the future.

Name of Public Entity/Company: Stante Consulting Services Inc.

Name of Individual completing this form: Sean Compel

Signature: [Signature] Title: Associate

Telephone: 305-445-2900 Email: sean.compel@stantec.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,

Kristy Bada, Procurement Specialist

VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Sub-Basin 10 Paving & Drainage Improvements
Name of Bidder: Maggole Inc.

To Whom it May Concern,
The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work: Biscayne Island Drainage Improv.
Initial Value of Contract: \$788,126.60 Final Value of Contract: \$789,049.10
Was the work performed timely: Yes ___ No
Was the work performed to acceptable quality standards: Yes ___ No
Would you enter into a contract with the vendor in the future? Yes ___ No
Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? Yes ___ No
Total number of change orders: 1 Were any contractor driven: NO
Number of RFP's submitted by the vendor: 7
If you responded no to any of the above please provide details:

Comments:

Maggole Inc. was very cooperative in resolving conflicts with unforeseen project items.

Name of Public Entity/Company: CITY OF MIAMI
Name of Individual completing this form: VALENTINE ONUIGBO, Sr. Construction Manager
Signature: [Signature] Title: Sr. Construction Manager
Telephone: 305 416 2588 Email: Vonuigbo@miamigov.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,
Kristy Bada, Procurement Specialist

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 11 day of December, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared Waldo Souza and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Patricia Rivera
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:
Patricia Rivera

(Name of Notary Public: Print, Stamp or Type as commissioned.)

Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)

I, Mario Gonzalez being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

20-3345775
Federal Employer Identification Number (If none, Social Security Number)

Maggole Inc.
Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

11020 SW 55 St. Miami, FL 33165
Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
<u>Mario Gonzalez</u>	<u>11020 SW 55 St Miami FL 33165</u>	<u>100 %</u>
		%
		%

2. The full legal names and business address of any other individual (other than sub Vendors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

None

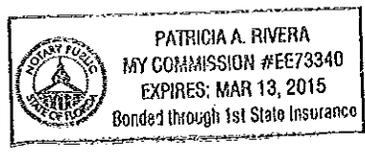
Signature of Official: [Signature]
Name (typed): Mario Gonzalez
Title: President
Vendor: Maggole Inc.
Date: 12/11/14

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

On this 11 ^{December} day of, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE: Patricia Rivera

(Name of Notary Public: Print, Stamp or Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Mario Gonzalez
(print individual's name and title)

for: Maggole Inc.
(print name of entity submitting sworn statement)

whose business address is: 11020 SW 55 St, Miami, FL 33166

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-3345775

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives and partners, shareholders, employees, members, and agents who are active in management of an entity.

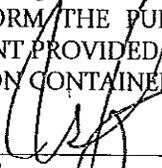
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature of Official: 

Name (typed): Mario Gonzalez

Title: President

Vendor: Maggole Inc.

Date: 12/11/14

Continued on following page

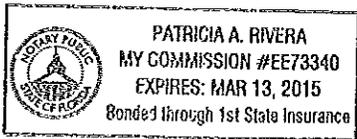
ACKNOWLEDGMENT

State of Florida

County of Miami-Dade.

On this 11 day of December, 2014, before me, the undersigned Notary Public of the State of Florida personally appeared Mario Gonzalez and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal
Patricia A. Rivera
NOTARY PUBLIC, STATE OF FLORIDA



NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
 Personally known to me, or
 Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

W9 FORM

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <i>Maggole Inc.</i>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <i>11020 Sw 55 St</i>	Requester's name and address (optional) VILLAGE OF PALMETTO BAY 9706 E. HIBISCUS STREET PALMETTO BAY, FLORIDA 33157
City, state, and ZIP code <i>Miami, FL 33165</i>	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table border="1" style="width:100%; height:20px;"> <tr> <td style="width:15%;"></td> </tr> </table>										
Employer identification number										
<table border="1" style="width:100%; height:20px;"> <tr> <td style="width:15%;">2</td> <td style="width:15%;">0</td> <td style="width:15%;">-</td> <td style="width:15%;">3</td> <td style="width:15%;">3</td> <td style="width:15%;">4</td> <td style="width:15%;">5</td> <td style="width:15%;">7</td> <td style="width:15%;">7</td> <td style="width:15%;">5</td> </tr> </table>	2	0	-	3	3	4	5	7	7	5
2	0	-	3	3	4	5	7	7	5	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <i>12/11/14</i>
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.
- Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
- Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group, Inc. 70 SW 107 Avenue Suite 104 Miami FL 33176	CONTACT NAME: David M. Lopez PHONE (A/C No. Ext): (305) 595-3323 E-MAIL ADDRESS: csr@easterninsurance.net FAX (A/C No.): (305) 595-7133																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Colony Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER B: Mapfre Insurance Co. of Florida</td> <td></td> <td></td> </tr> <tr> <td>INSURER C: Torus National Insurance</td> <td></td> <td></td> </tr> <tr> <td>INSURER D: BusinessFirst Insurance Co.</td> <td></td> <td></td> </tr> <tr> <td>INSURER E: Federal Insurance Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Colony Insurance Company			INSURER B: Mapfre Insurance Co. of Florida			INSURER C: Torus National Insurance			INSURER D: BusinessFirst Insurance Co.			INSURER E: Federal Insurance Company			INSURER F:	
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INSURER D: BusinessFirst Insurance Co.																					
INSURER E: Federal Insurance Company																					
INSURER F:																					
ASSURED Aggole, Inc. 1020 SW 55 Street Miami FL 33165																					

COVERAGES CERTIFICATE NUMBER Master 14-15 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		103GL0006301-00	9/22/2014	9/22/2015	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000	
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMPOP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS			4150130008652	7/17/2014	7/17/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Hired Auto \$ 1,000,000	
C	UMBRELLA LIAB						EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			96222R140ALL	9/22/2014	9/22/2015	AGGREGATE \$ 3,000,000
	DED						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	521-11888	9/22/2014	9/22/2015	E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Rented/Leased Equipment			45468147	11/2/2014	11/2/2015	\$250,000
E	Contractor's Equipment			45468147	11/2/2014	11/2/2015	\$164,398

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Engineering Contractor
 Contract: CICC-7040
 Contract: CICC-7360
 Certificate holder is listed as an additional insured with respect to general liability as required by written contract. Coverage as an additional insured is provided if required by written contract.

CERTIFICATE HOLDER (305) 375-1477 Miami Dade County General Services Administration Risk Management Division Property & Casualty Unit 111 NW 1 Street, Suite 2340	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Lopez/AMANDA
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2014

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED AGENT, BROKER, REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

NOTE: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Insurance Group, Inc. 107 Avenue 04 FL 33176	CONTACT NAME: David M. Lopez PHONE (A/C No. Ext): (305) 595-3323 FAX (A/C No.): (305) 595-7135 E-MAIL ADDRESS: csr@easterninsurance.net
, Inc. SW 55 Street FL 33165	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Colony Insurance Company INSURER B: Mapfre Insurance Co. of Florida INSURER C: Torus National Insurance INSURER D: BusinessFirst Insurance Co. INSURER E: Federal Insurance Company INSURER F:

REGISTRATION INFORMATION
 REGISTRATION NUMBER: Master 14-15 REVISION NUMBER:
 TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR PL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-EGT <input type="checkbox"/> LOC	X		103GL0006301-00	9/22/2014	9/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP. (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4150130008652	7/17/2014	7/17/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto \$ 1,000,000
UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE			86222K140AL1	9/22/2014	9/22/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
WORKERS COMPENSATION EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Describe under DESCRIPTION OF OPERATIONS below			521-11888	9/22/2014	9/22/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
Scheduled/Leased Equipment Contractor's Equipment			45468147 45468147	11/2/2014 11/2/2014	11/2/2015 11/2/2015	\$250,000 \$164,398

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Working Contractor
 Contract: CICC-7040
 Contract: CICC-7360
 Certificate holder is listed as an additional insured with respect to general liability as required by contract. Coverage as an additional insured is provided if required by written contract.

CERTIFICATE HOLDER 375-1477 Miami Dade County General Services Administration Risk Management Division Property & Casualty Unit 11 NW 1 Street, Suite 2340	<h3 style="text-align: center;">CANCELLATION</h3> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Lopez/AMANDA
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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION**

RG291103844 ISSUED: 06/03/2013

**REGISTERED GENERAL CONTRACTOR
GONZALEZ, MARIO H
MAGGOLC INC
(INDIVIDUAL MUST MEET ALL LOCAL
LICENSING REQUIREMENTS PRIOR
TO CONTRACTING IN ANY AREA)**

**HAS REGISTERED under the provisions of Ch. 489 F
Expiration date : AUG 31, 2015 L1306030000990**



The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

DETACH HERE

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**



LICENSE NUMBER

RG291103844

**The GENERAL CONTRACTOR
Named below HAS REGISTERED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2015**

**(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)**

**GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165**



**RICK SCOTT
GOVERNOR**

**ISSUED: 06/03/2013 SEQ# L1306030000990
DISPLAY AS REQUIRED BY LAW**

**KEN LAWSON
SECRETARY**



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

(850) 487-1395

**GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

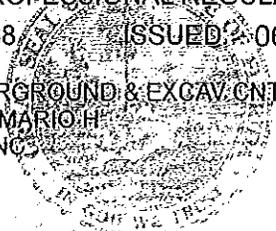
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CUC1224888 / ISSUED: 06/15/2014

**CERT UNDERGROUND & EXCAV CNTR
GONZALEZ, MARIO H
MAGGOLC INC**



IS CERTIFIED under the provisions of Ch. 489 FS.
Expiration date : AUG 31, 2016 L1406150001743

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CUC1224888	

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



**GONZALEZ, MARIO H
MAGGOLC INC
11020 SW 55TH STREET
MIAMI FL 33165**



Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



5684064

BUSINESS NAME/LOCATION

MAGGOLC INC
11020 SW 55 ST
MIAMI FL 33165

RECEIPT NO.

RENEWAL
5928487

**EXPIRES
SEPTEMBER 30, 2015**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
MAGGOLC INC

Worker(s) 1

SEC. TYPE OF BUSINESS

196 SPECIALTY ENGINEERING CONTRACT
E251302

**PAYMENT RECEIVED
BY TAX COLLECTOR**

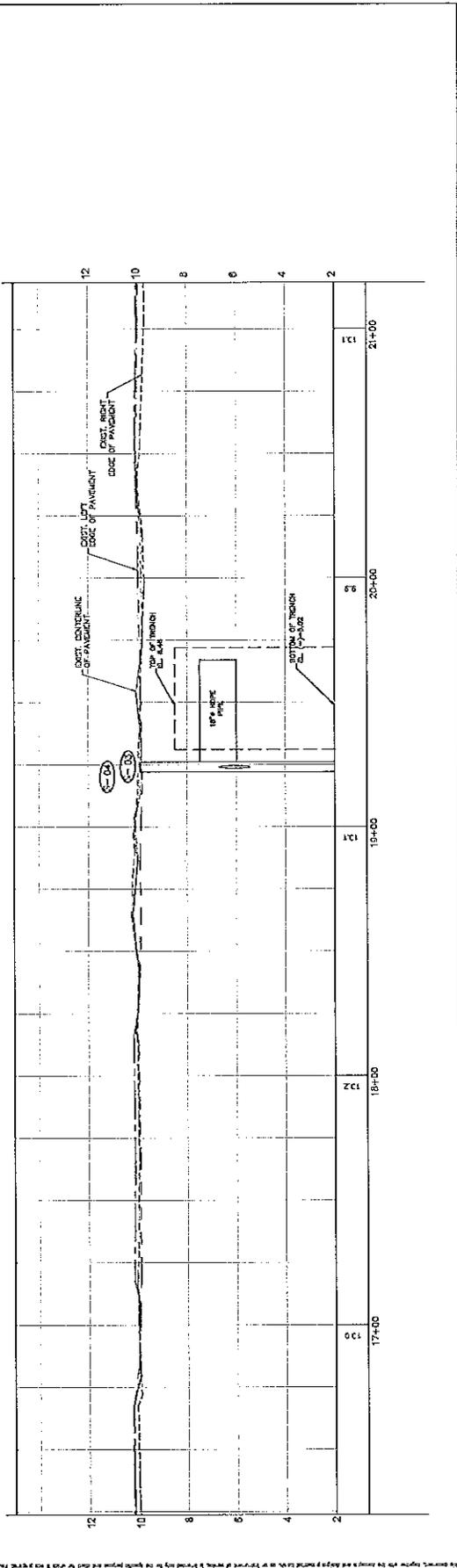
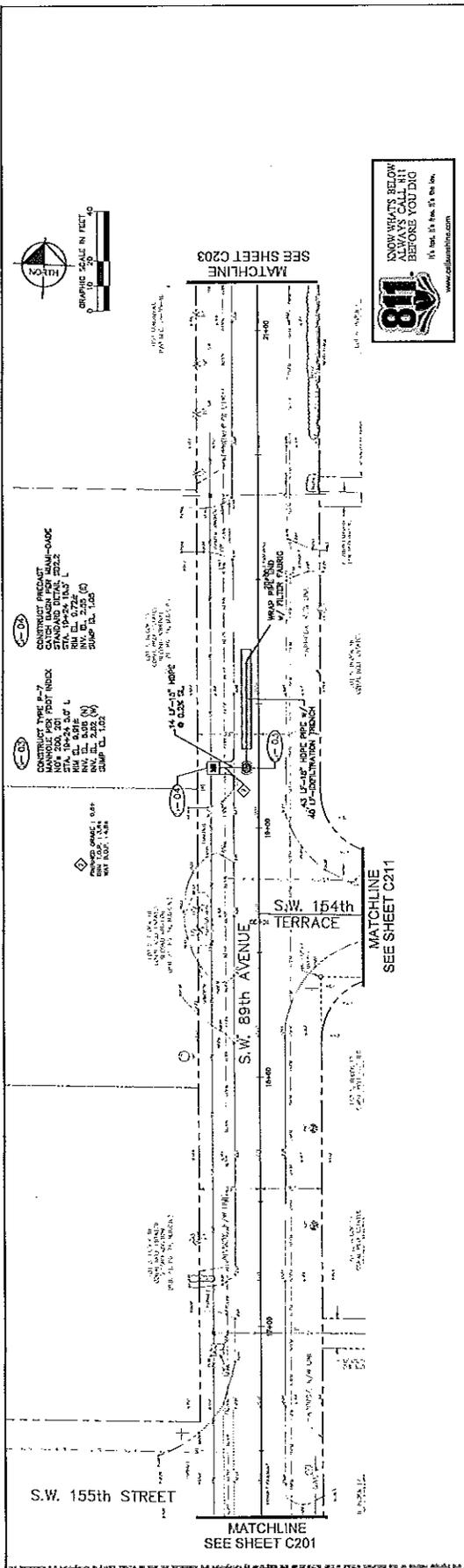
\$75.00 08/27/2014

CREDITCARD-14-033981

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

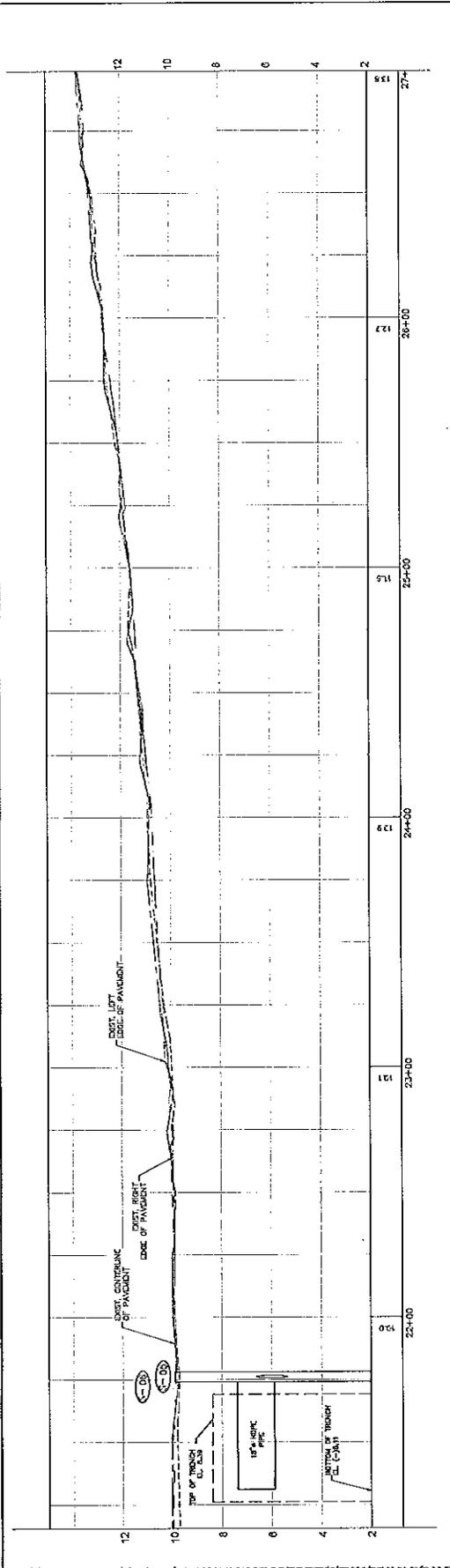
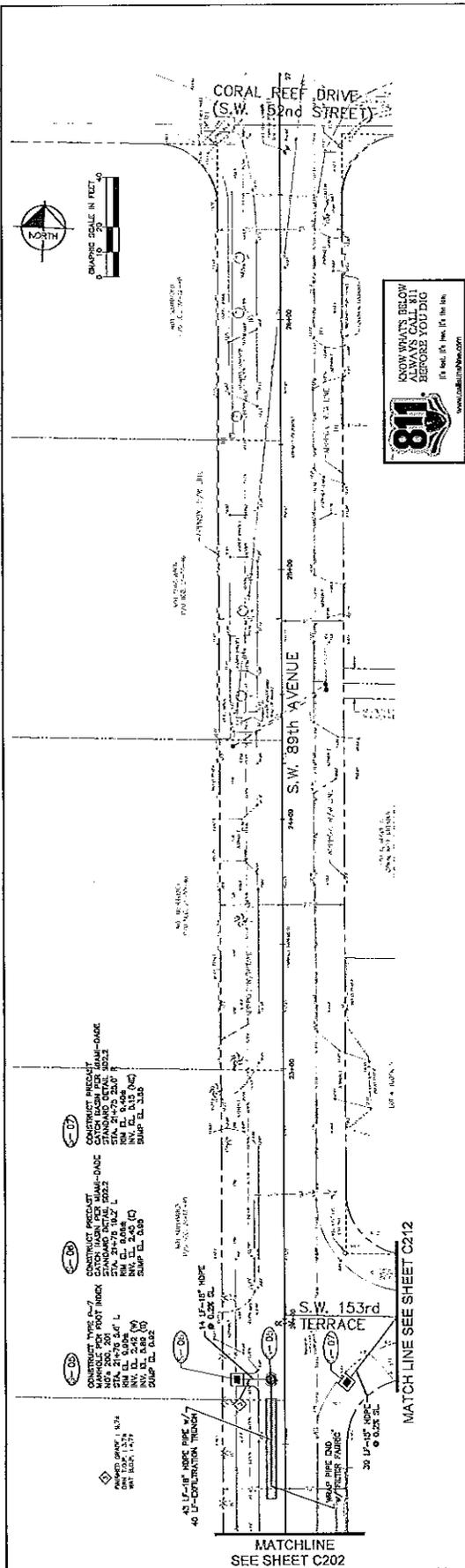
The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

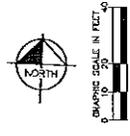


S.W. 155th STREET
 MATCHLINE SEE SHEET C201
 MATCHLINE SEE SHEET C203
 S.W. 89th AVENUE
 S.W. 154th TERRACE
 MATCHLINE SEE SHEET C211
 811
 KNOW WHAT'S BELOW BEFORE YOU DIG
 It's free. It's fast. It's the way.
 www.811.com

SHEET NUMBER C202	
PROJECT TITLE VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS	
LOCATION FLORIDA	
DESIGNER Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 33374 605 NORTH MIAMI AVENUE, SUITE 200 MIAMI, FL 33136 PHONE: 305-443-8100 FAX: 305-443-2247 WWW.KIMLEY-HORN.COM CA 00000090	
CHECKED PROFESSIONAL UMIT K. IMITY P.E. LICENSE NUMBER 41882	
KHA PROJECT 044444011 DATE 01/20/14 SCALE AS SHOWN DRAWN BY S.E. CHECKED BY C.E.R. MIAMI-DADE	
NO.	DATE BY
REVISIONS	DATE BY

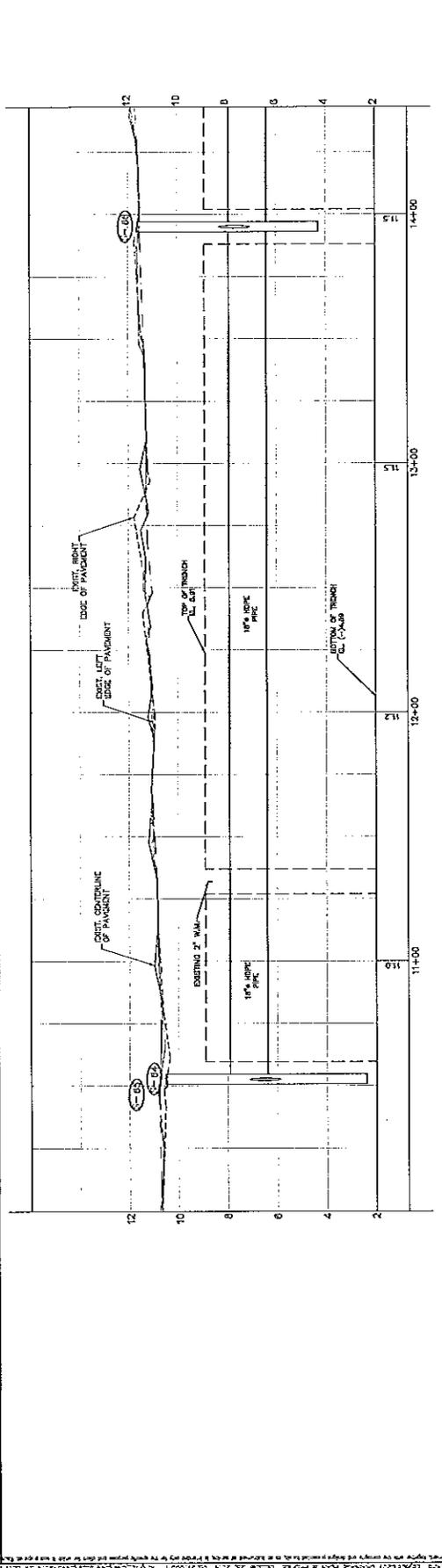
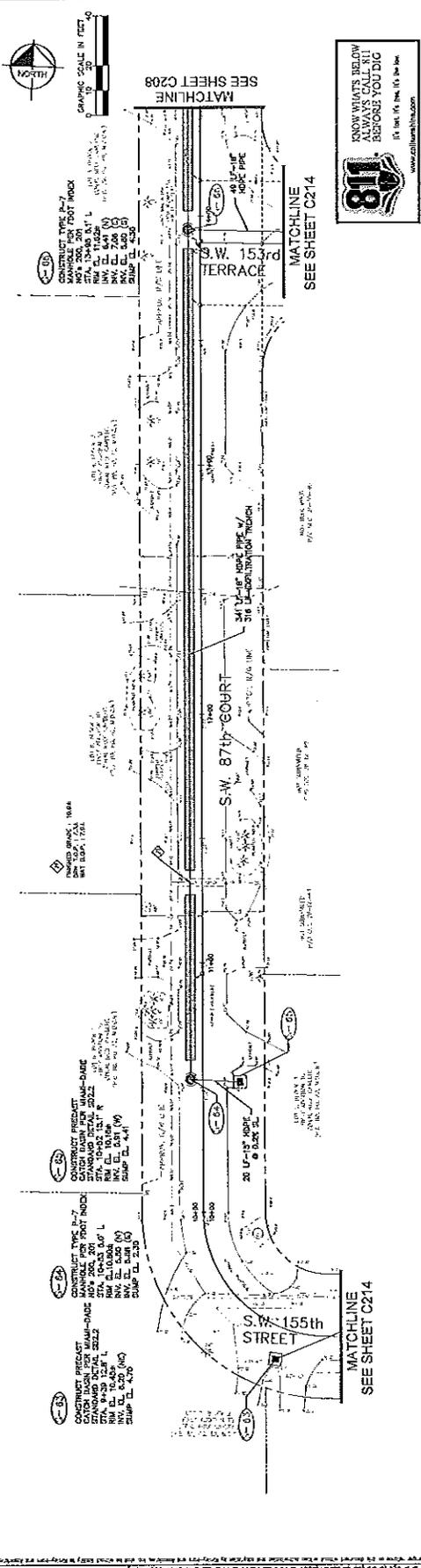


<p>Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC., 33304 500 NORTON AVENUE, SUITE 200, PALM BEACH, FL 33411 PHONE: 561-838-3100 FAX: 561-838-3247 WWW.KIMLEY-HORN.COM CA 0000889</p>		<p>MA PROJECT: CA-44-0014 DATE: 01/14 SCALE: AS SHOWN DESIGNED BY: E.V. DRAWN BY: E.C. CHECKED BY: E.K.R.</p>	<p>VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS FLORIDA (REV.)</p>	<p>DRAINAGE PLAN & PROFILE S.W. 89TH AVENUE</p>	<p>SHEET NUMBER C203</p>
<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>	<p>DATE: _____</p>



MATCHLINE SEE SHEET C212

MATCHLINE SEE SHEET C202



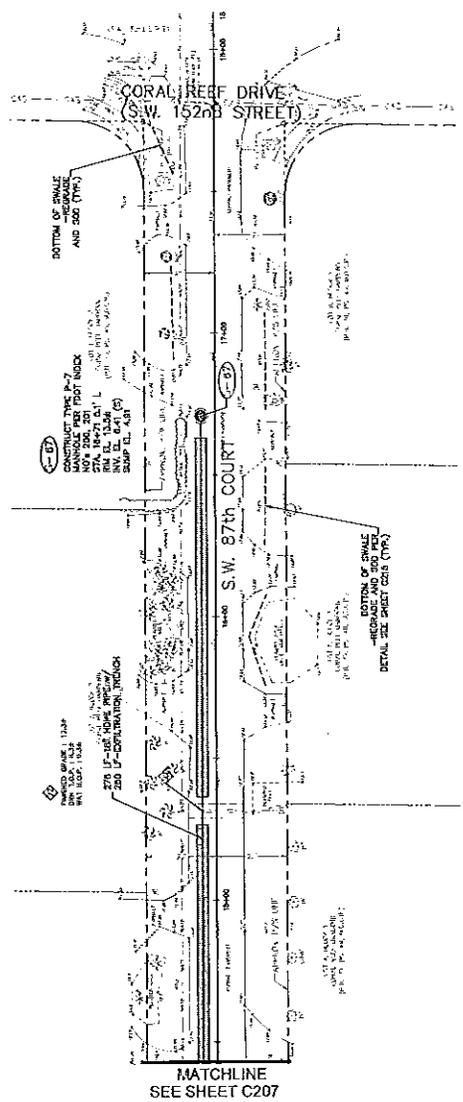
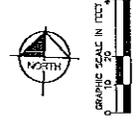
NO.	REVISIONS	DATE	BY

Kimley»Horn
 600 HORN BLVD., SUITE 200, PALM BEACH, FL 33404
 PHONE: 561-835-5100 FAX: 561-720-2247
 WWW.KIMLEY-HORN.COM CA 0000055

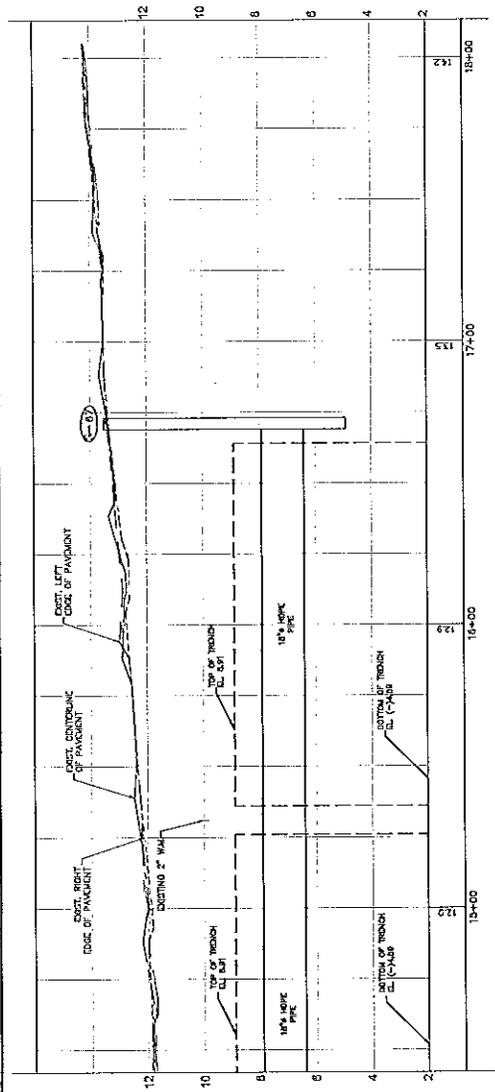
VILLAGE OF PALMETTO BAY
S.W. 88th AVENUE
PAVING & DRAINAGE IMPROVEMENTS
 FLORIDA DATE: MIAMI-DADE

DRAINAGE PLAN & PROFILE
S.W. 87TH COURT

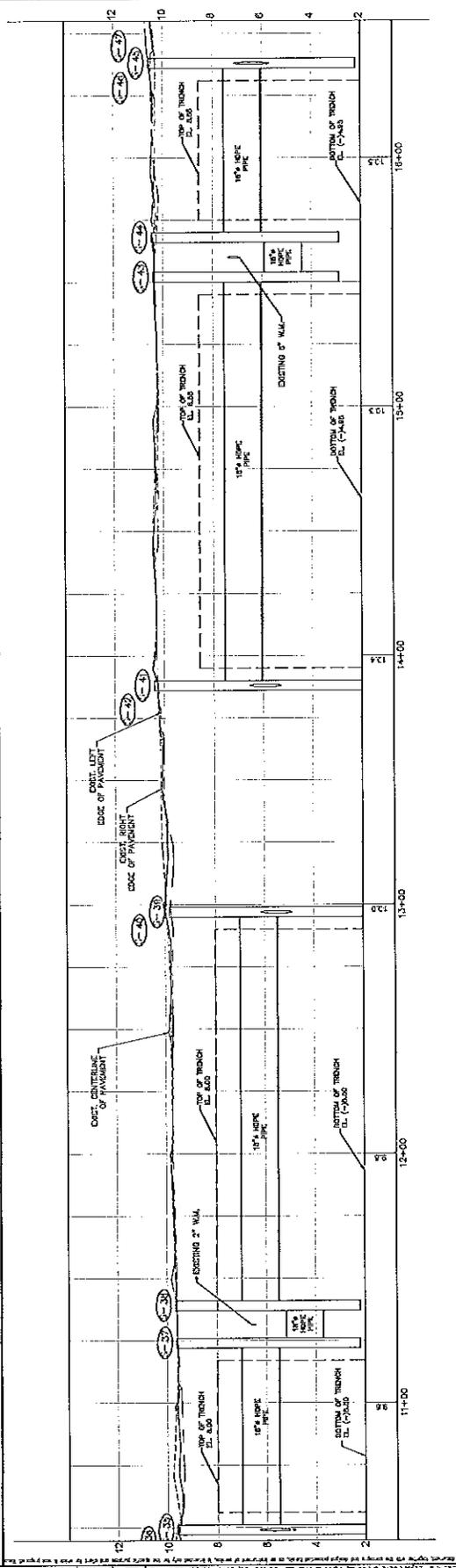
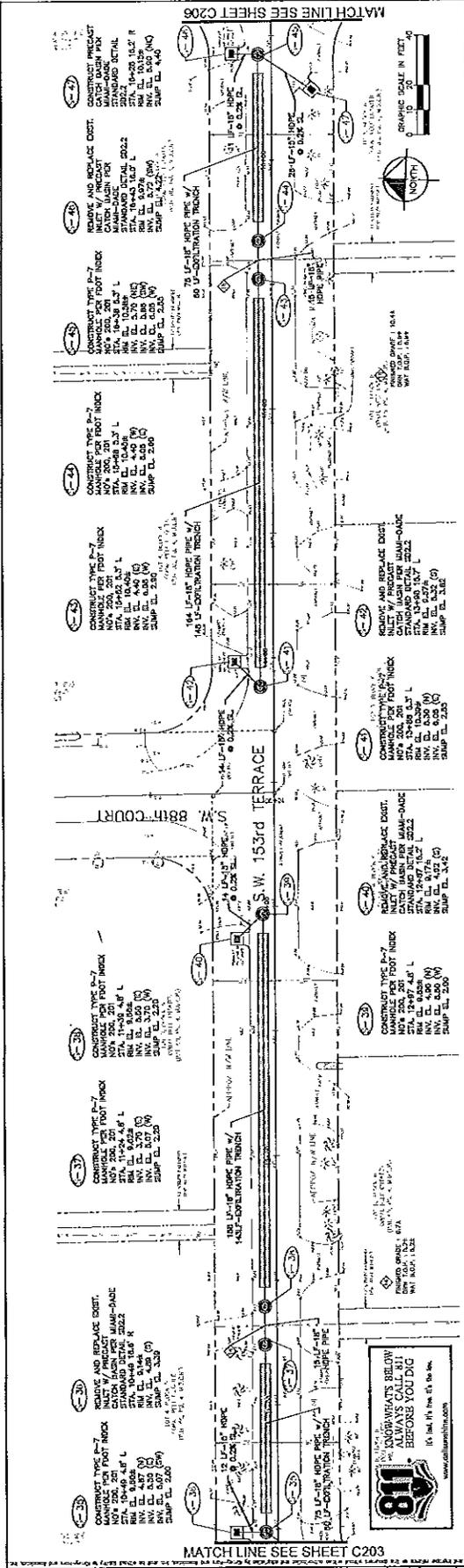
SHEET NUMBER
C207



MATCHLINE
SEE SHEET C207



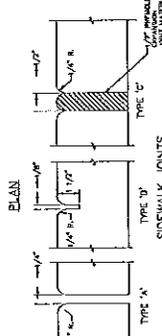
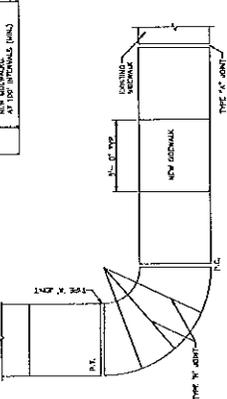
<p>© 2014 KIMLEY-HORN AND ASSOCIATES, INC. 33334 600 PARKWAY DRIVE, SUITE 200, PALM BEACH, FLORIDA 33410 WWW.KIMLEY-HORN.COM TEL: 561-997-2374 FAX: 561-997-2374</p>		<p>VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS</p>		<p>REGISTERED PROFESSIONAL DAVE A. BULLY PAVE DESIGN NUMBER 40882</p>		<p>FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS MIAE-DADE</p>	
<p>PROJECT NUMBER C208</p>		<p>DATE: 07/14 SCALE: AS SHOWN DESIGNED BY: E.A. DRAWN BY: E.C. CHECKED BY: E.S.R.</p>		<p>DATE: _____ BY: _____</p>		<p>DATE: _____ BY: _____</p>	



SHEET NUMBER C212	
DRAWING TITLE DRAINAGE PLAN & PROFILE S.W. 153RD TERRACE	
PROJECT INFORMATION VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS FLORIDA (DATE)	
PLAN PROJECT: 044540014 DATE: 04-11-2014 SCALE: AS SHOWN DESIGNED BY: S.V. DRAWN BY: S.E. CHECKED BY: S.E.R., N.I.A.M.H.-D.A.C.	Kimley»Horn 2014 KIMLEY-HORN AND ASSOCIATES, INC., 33324 600 HOPKINS ROAD, SUITE 200, PALM BEACH, FL 33409 PHONE: 561-833-5100 FAX: 561-739-2241 WWW.KIMLEY-HORN.COM CA 00008695
REVISIONS	DATE BY

TYPE	LOCATION	SIZE AND P.L. TO CENTER
1	AT 30' INTERVALS	12" x 12" x 1/2"
2	AT 15' INTERVALS	12" x 12" x 1/2"

NOTE: CONCRETE TO BE JUDGED FALL.

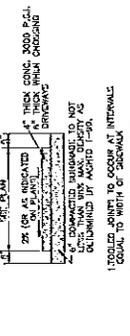


SIDEWALK CONSTRUCTION
N.E.C.

1. CONCRETE SHALL BE PLACED AND FINISHED ALL AROUND WITHIN THE SETTING 1/2\"/>

2. SILET JOINTS SHALL BE USED WHERE NECESSARY TO PREVENT ADVERSE TRANSMISSION RER-OFF FROM LEAVING THE SITE. CONSTRUCTION JOINTS ARE TO BE REPLACED WITH CONCRETE SIDEWALK JOINTS. JOINTS SHALL BE REINFORCED WITH 2# BARS AT 12\"/>

3. ALL COMPLETED SIDEWALK JOINTS ARE TO BE REPAIRED AS PER THE CONTRACT DOCUMENTS AND INCLUDE FULL COMPLIANT INTERFERENCE MARKING AT THE FINISHED SURFACE TO OWNER.



TYPICAL SIDEWALK CROSS-SECTION
N.E.C.

1. TYPICAL JOINTS TO OCCUR AT INTERVALS 15' TO 30'.

2. SIDEWALKS TO HAVE ROLLUP FINISH.

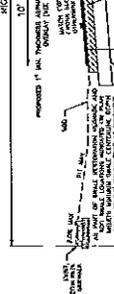
3. SIDEWALKS TO BE PERPENDICULAR TO PAVER JOINTS.

TYPICAL SIDEWALK CROSS-SECTION
N.E.C.

1. CONCRETE SHALL BE PLACED AND FINISHED ALL AROUND WITHIN THE SETTING 1/2\"/>

2. SILET JOINTS SHALL BE USED WHERE NECESSARY TO PREVENT ADVERSE TRANSMISSION RER-OFF FROM LEAVING THE SITE. CONSTRUCTION JOINTS ARE TO BE REPLACED WITH CONCRETE SIDEWALK JOINTS. JOINTS SHALL BE REINFORCED WITH 2# BARS AT 12\"/>

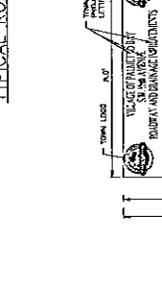
3. ALL COMPLETED SIDEWALK JOINTS ARE TO BE REPAIRED AS PER THE CONTRACT DOCUMENTS AND INCLUDE FULL COMPLIANT INTERFERENCE MARKING AT THE FINISHED SURFACE TO OWNER.



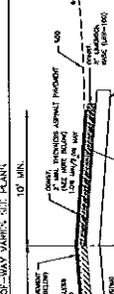
RIGHT-OF-WAY VARIETY SIZE PLAN
N.E.C.

NOTE 1: PAVEMENT SECTION SHALL BE CONSTRUCTED WITH 2\"/>

NOTE 2: PLEASE REFER TO GENERAL NOTES, TECHNICAL REQUIREMENTS AND SPECIFICATIONS PRIOR TO PAVEMENT CONSTRUCTION.

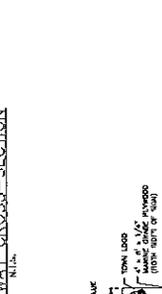


TYPICAL ROADWAY CROSS-SECTION
N.E.C.



ASPHALT TRANSITION DETAIL AT BEGINNING, ENDING, AND EDGE OF ASPHALT OVERLAY
N.E.C.

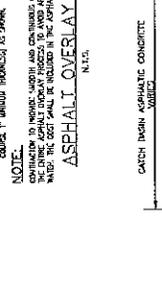
NOTE: OVERLAY SHALL BE PLACED ON TOP OF EXISTING PAVEMENT. THE EXISTING PAVEMENT SHALL BE REPAIRED TO A MINIMUM OF 1\"/>



ASPHALT OVERLAY DETAIL
N.E.C.



GROUND MOUNTED SIGN DETAIL
N.E.C.



STOP BAR + STRIPING MARKING DETAIL
N.E.C.

SONGAGE AND PAVEMENT MARKING NOTES
N.E.C.

1. ALL SIGN MARKS SHALL BE LOCATED AS PER STATE-MADE COUNTY STANDARD.

2. SETBACKS FROM ADJACENT PROPERTY SHALL BE MAINTAINED.

3. ANY MARKING TO BE PLACED ON EXISTING PAVEMENT SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. ALL COMPLETED MARKINGS ARE TO BE REPAIRED AS PER THE CONTRACT DOCUMENTS AND INCLUDE FULL COMPLIANT INTERFERENCE MARKING AT THE FINISHED SURFACE TO OWNER.



ASPHALTIC CONCRETE CATCH BASIN APRON DETAIL
N.E.C.

NOTE: 1. FRAME ELEMENTS SHALL BE AT LEAST 1/2\"/>



ASPHALT TRANSITION DETAIL AT BEGINNING, ENDING, AND EDGE OF ASPHALT OVERLAY
N.E.C.



ASPHALT OVERLAY DETAIL
N.E.C.

SONGAGE AND PAVEMENT MARKING NOTES
N.E.C.

1. ALL SIGN MARKS SHALL BE LOCATED AS PER STATE-MADE COUNTY STANDARD.

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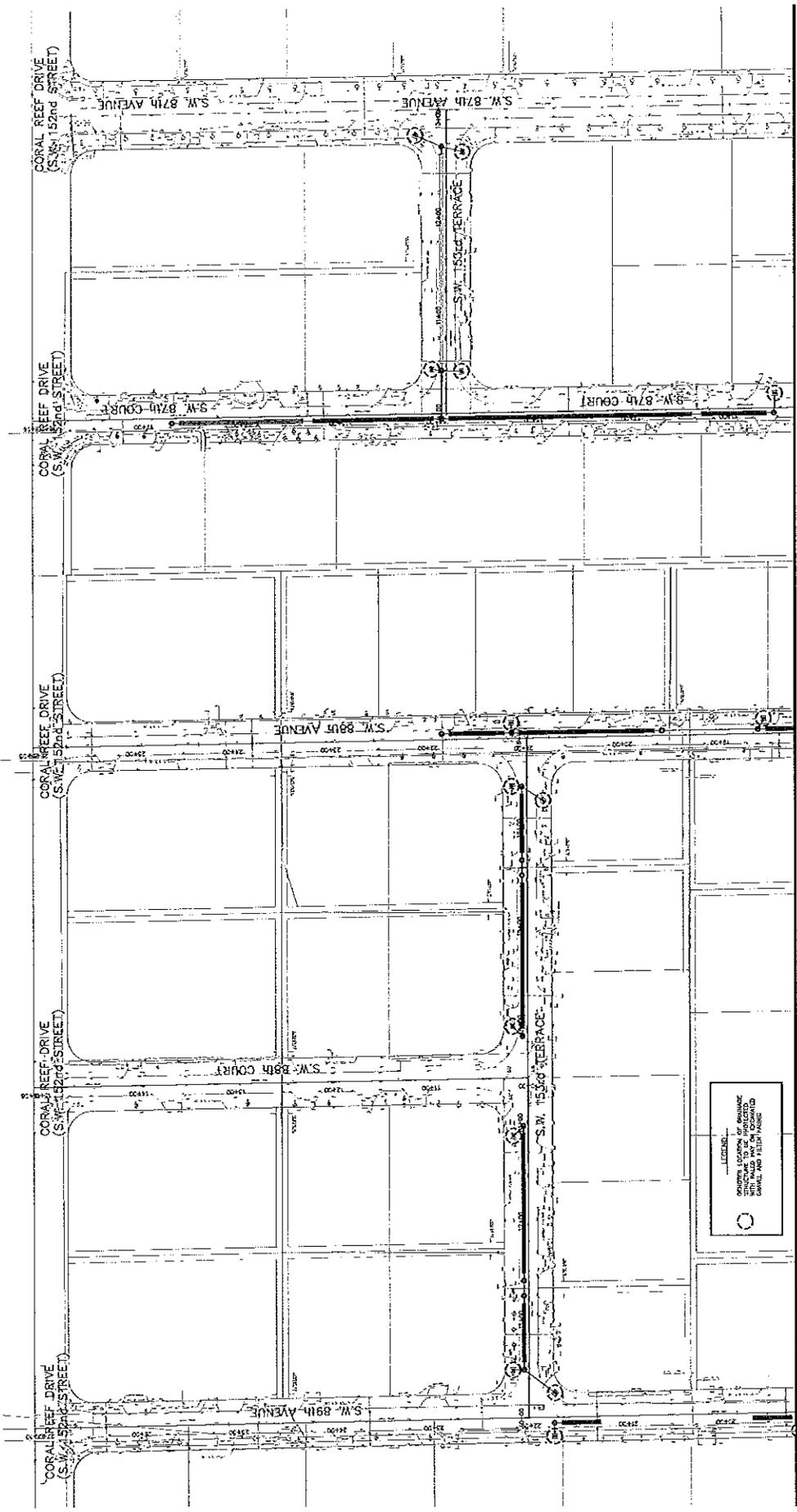
4. ALL COMPLETED MARKINGS ARE TO BE REPAIRED AS PER THE CONTRACT DOCUMENTS AND INCLUDE FULL COMPLIANT INTERFERENCE MARKING AT THE FINISHED SURFACE TO OWNER.



ASPHALTIC CONCRETE CATCH BASIN APRON DETAIL
N.E.C.

NOTE: 1. FRAME ELEMENTS SHALL BE AT LEAST 1/2\"/>

		VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS		ROADWAY & DRAINAGE DETAILS		SHEET NUMBER C216	
RWA PROJECT: 04-556001-1 DATE: 08/11/11 DRAWN BY: JLC CHECKED BY: JLC DESIGNED BY: JLC PROJECT NO.: 04-556001-1		FLORIDA STATE 45882		INTEREST INFORMATION: PART R. RAVAT STATE WORK NUMBER 45882		ROADWAY & DRAINAGE DETAILS	
600 NORTH PALM BEACH ROAD, SUITE 100, PALM BEACH, FL 33484 PH: 561-850-0800 WWW.KIMLEY-HORN.COM CA 00000005		REVISIONS:		DATE:		BY:	



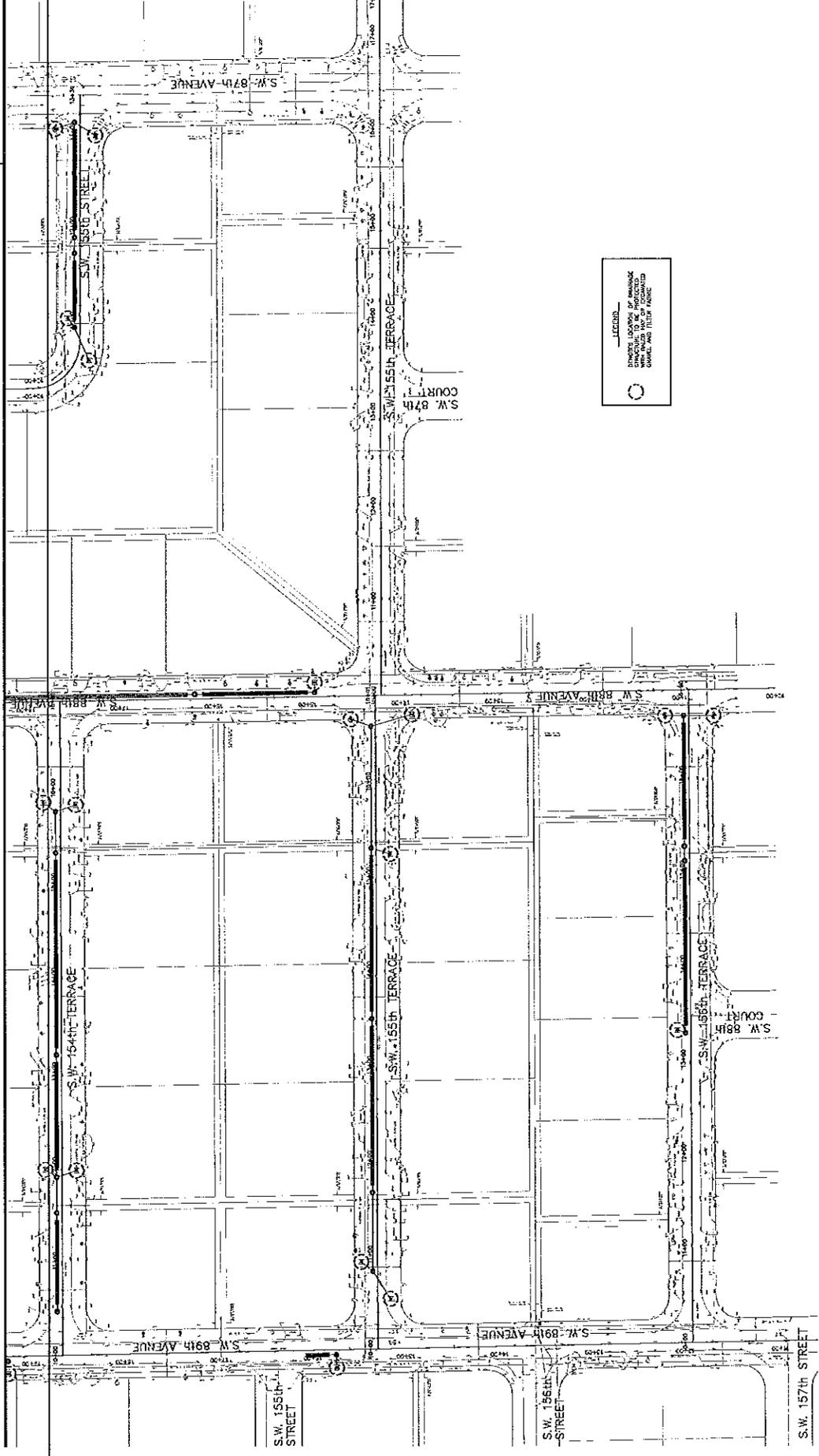
LEGEND:
 ○ ORIENTED LOCATION OF MANHOLE WITH WARD AND ORIENTED GRATE AND TIE-UP PIPING

MATCH LINE - SEE SHEET C401 FOR CONTINUATION

REV.	DATE	BY	DESCRIPTION	 KIMLEY-HORN AND ASSOCIATES, INC. 600 HUNTERS LANE, SUITE 300, WEST PALM BEACH, FL 33411 PHONE: 561-833-5100 FAX: 561-738-2267 WWW.KIMLEY-HORN.COM CA 00000066	IMA PROJECT CHARLESTON, SC SCALE AS SHOWN DESIGNED BY S.V. DRAWN BY S.E. CHECKED BY C.E.R. MIAMI-DADE	VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS FLORIDA 3048	LICENSED PROFESSIONAL DAY E. BAILEY STATE LICENSE NUMBER 46552	SHEET NUMBER C400
					STORMWATER POLLUTION PREVENTION PLAN			



MATCH LINE - SEE SHEET C400 FOR CONTINUATION



LEGEND
 SYMBOLS ARE TO BE PLACED AT THE INTERSECTIONS OF STREETS AND ALLYWAYS

<p>Kimley»Horn © 2014 KIMLEY-HORN AND ASSOCIATES, INC. 600 NORTH PINNACLE ROAD, SUITE 400, PLANTATION, FL 33324 PHONE: 954-335-3100 FAX: 954-733-2247 WWW.KIMLEY-HORN.COM CA 00000090</p>		<p>FOR PROJECT DATE: Oct. 2014 SCALE: AS SHOWN DESIGNED BY: S.V. DRAWN BY: S.C. CHECKED BY: G.B.R., M.A.M.-D.A.E.</p>	<p>VILLAGE OF PALMETTO BAY S.W. 88th AVENUE PAVING & DRAINAGE IMPROVEMENTS FLORIDA DATE</p>	<p>LICENSED PROFESSIONAL GARY R. BERRY STATE LICENSE NUMBER 40082</p>	<p>SHEET NUMBER C401</p>
NO.	REVISIONS	DATE	BY		

SECTION 10.0 AGREEMENT

**AGREEMENT (“CONTRACT”)
BETWEEN VILLAGE AND VENDOR**

THIS VENDOR is dated as of the ____ day of _____, in the year 20____, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE”), and _____ (hereinafter sometimes called the "VENDOR").

Article 1. WORK.

VENDOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct paving and drainage improvements for the Village (Invitation to Bid# 1415-11-010) generally bounded by SW 152nd Street to the north, SW 156th Terrace to the south, SW 89th Avenue to the west, and SW 87th Avenue to the east. The Project shall include but not be limited to roadway improvements, drainage improvements, and site restoration throughout the Project area. All labor, equipment, and materials necessary to construct the improvements described by these Drawings and Project Specifications will be provided by the contractor. Construction of this Project will require close coordination with the Village and Engineer.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**VILLAGE OF PALMETTO BAY (the “Owner” or the “Village”)
SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE
IMPROVEMENTS (the “Project”)**

Article 2. ENGINEER.

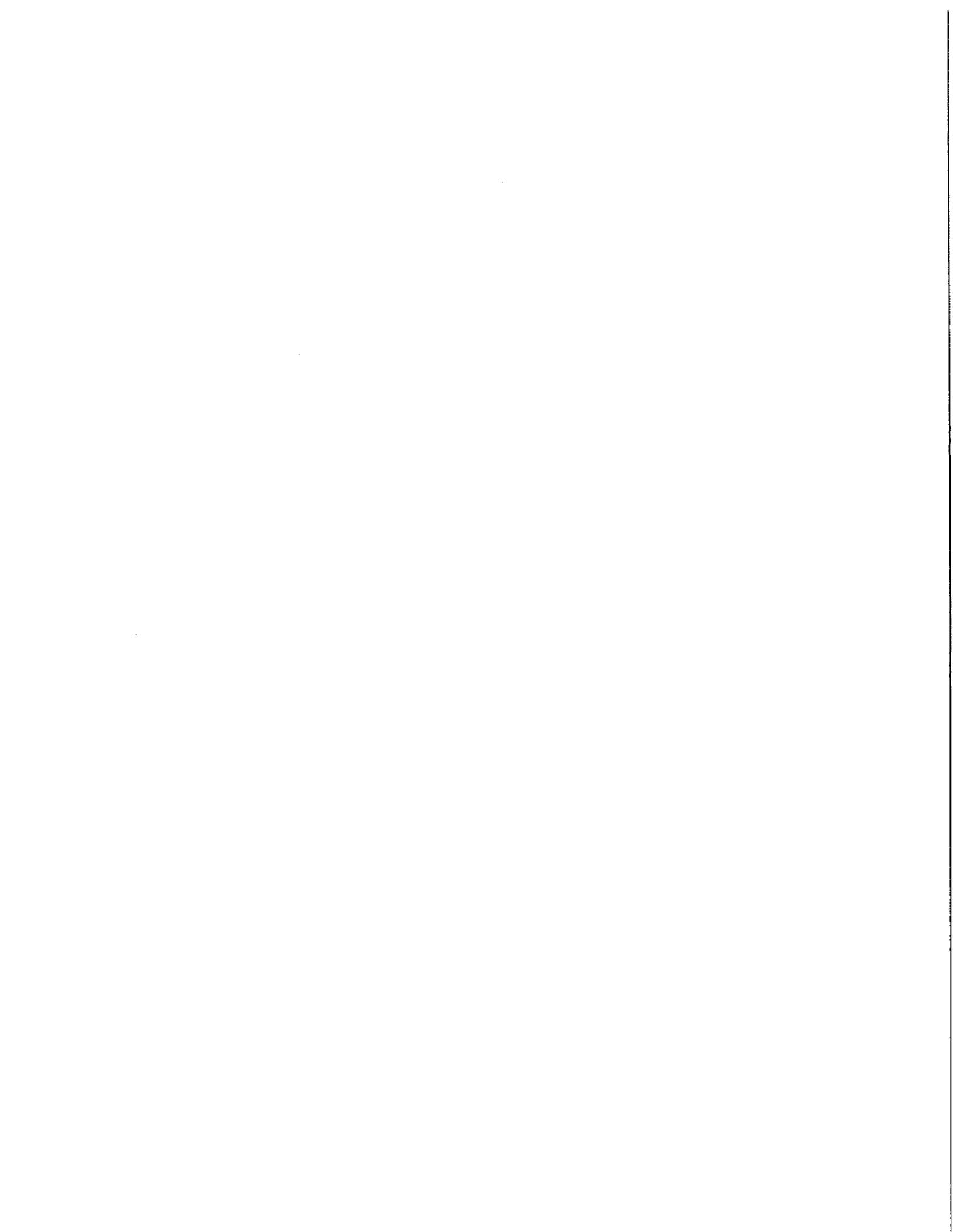
The Project has been designed by the following:

ENGINEER

Kimley-Horn and Associates, Inc.
600 N Pine Island Road, Suite 450
Plantation, FL 33324

who is hereinafter called “ENGINEER” and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.



3.1 If awarded the Total Bid Work, the Work will be substantially completed within 150 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 180 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and VENDOR recognize that time is of the essence of this Contract and that OWNER will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. VENDOR acknowledges and agrees that the actual delay damages which OWNER will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the OWNER is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, OWNER and VENDOR agree, that as liquidated damages for delay (but not as a penalty), VENDOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the Work is substantially complete. Liquidated damages shall be deducted from the VENDOR's Applications for Payment. However, if at the time of the VENDOR's Final Application for Payment, VENDOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then VENDOR shall pay any amount due within 10 days of written demand by OWNER.

Article 4. CONTRACT PRICE.

4.1 The Vendor warrants by virtue of bidding that prices quoted shall remain fixed and firm during the term of this contract.

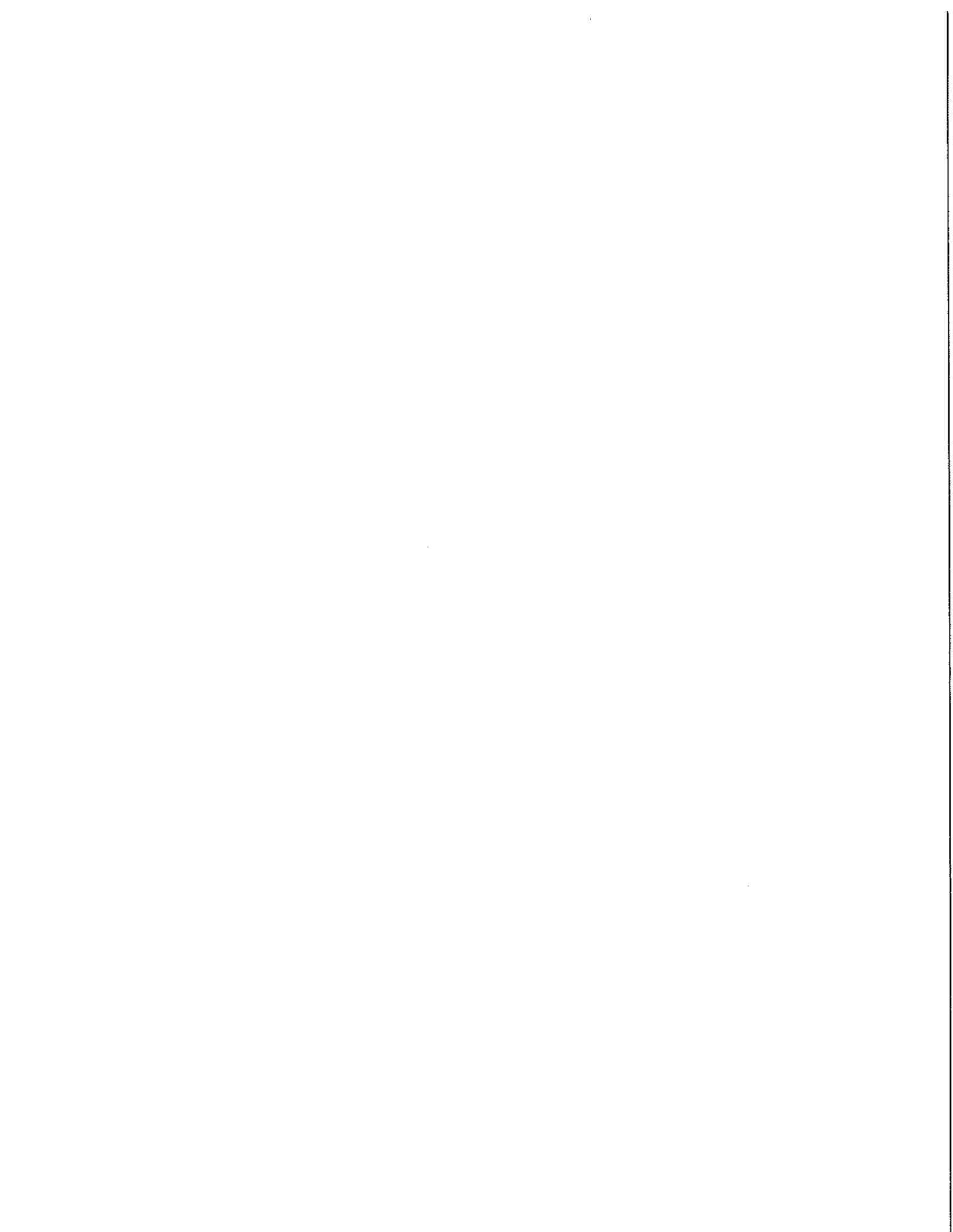
4.2 The estimated expenditure for this contract is listed below. This is the price quoted by the Vendor; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds.

Contract Price: \$922,633.25

Contract Price (in words): Nine hundred twenty two thousand six hundred and thirty three dollars and twenty five cents

Article 5. PAYMENT PROCEDURES.

VENDOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.



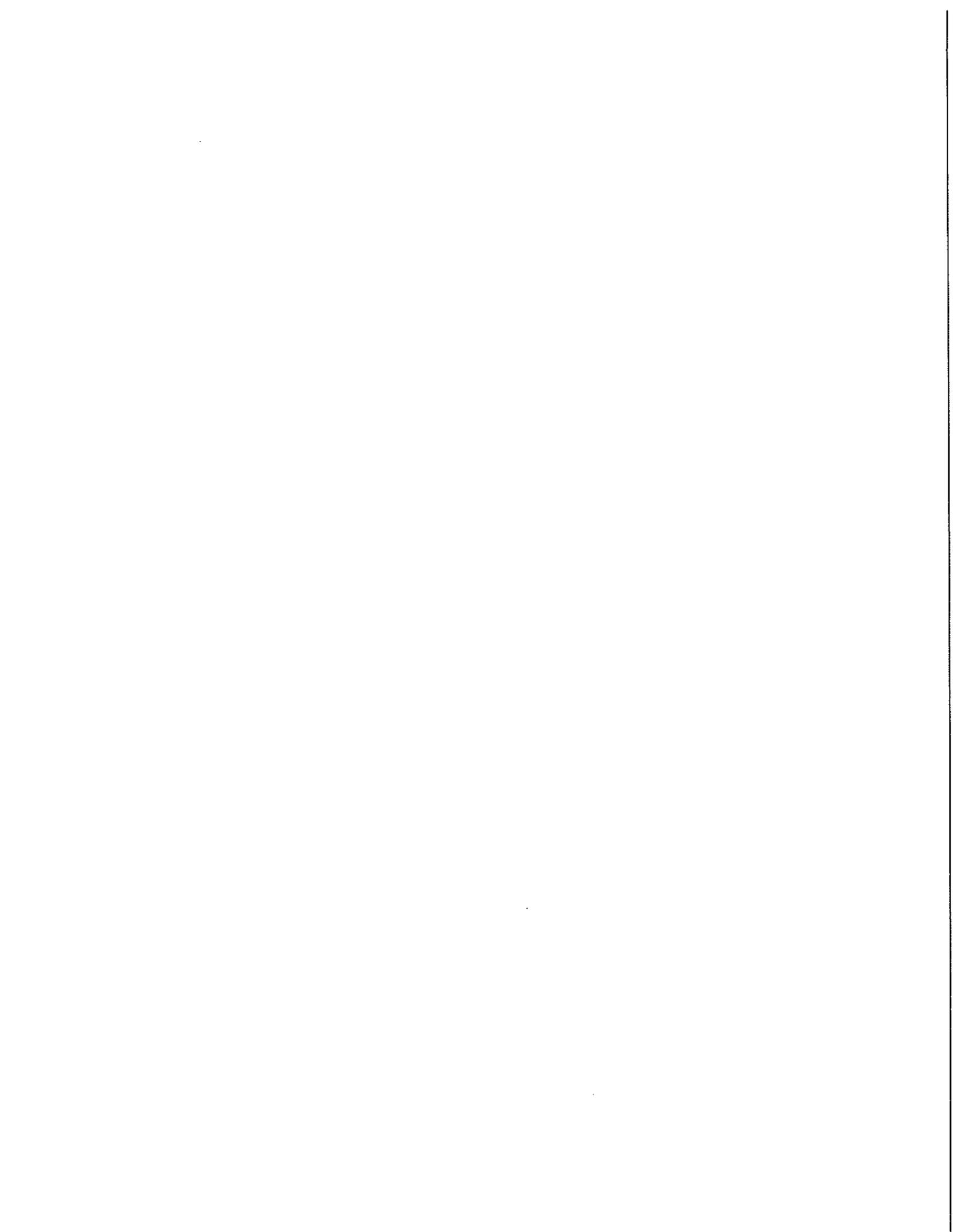
- 5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of VENDOR'S Applications for Payment as recommended by ENGINEER, on or before the 28th day of each month during construction as provided below. The Application for Payment shall be in AIA format. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 14.01 of the General Conditions and the requirements of the Contract Documents.
- 5.1.1 Prior to Substantial Completion, progress payments will be in an amount equal to: 90% of the Work completed and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to VENDOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.
- 5.2. Final Payment. Upon Final Completion and acceptance of the Work in accordance with paragraph 14.07.B.1 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.B.1.

Article 6. INTEREST. Not Applicable

Article 7. VENDOR'S REPRESENTATIONS.

In order to induce OWNER to enter into the Contract, VENDOR makes the following representations:

- 7.1. VENDOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. VENDOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of Vendor's competence as a licensed General Vendor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Vendor's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that VENDOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and VENDOR waives all claims that same are not in accordance with all



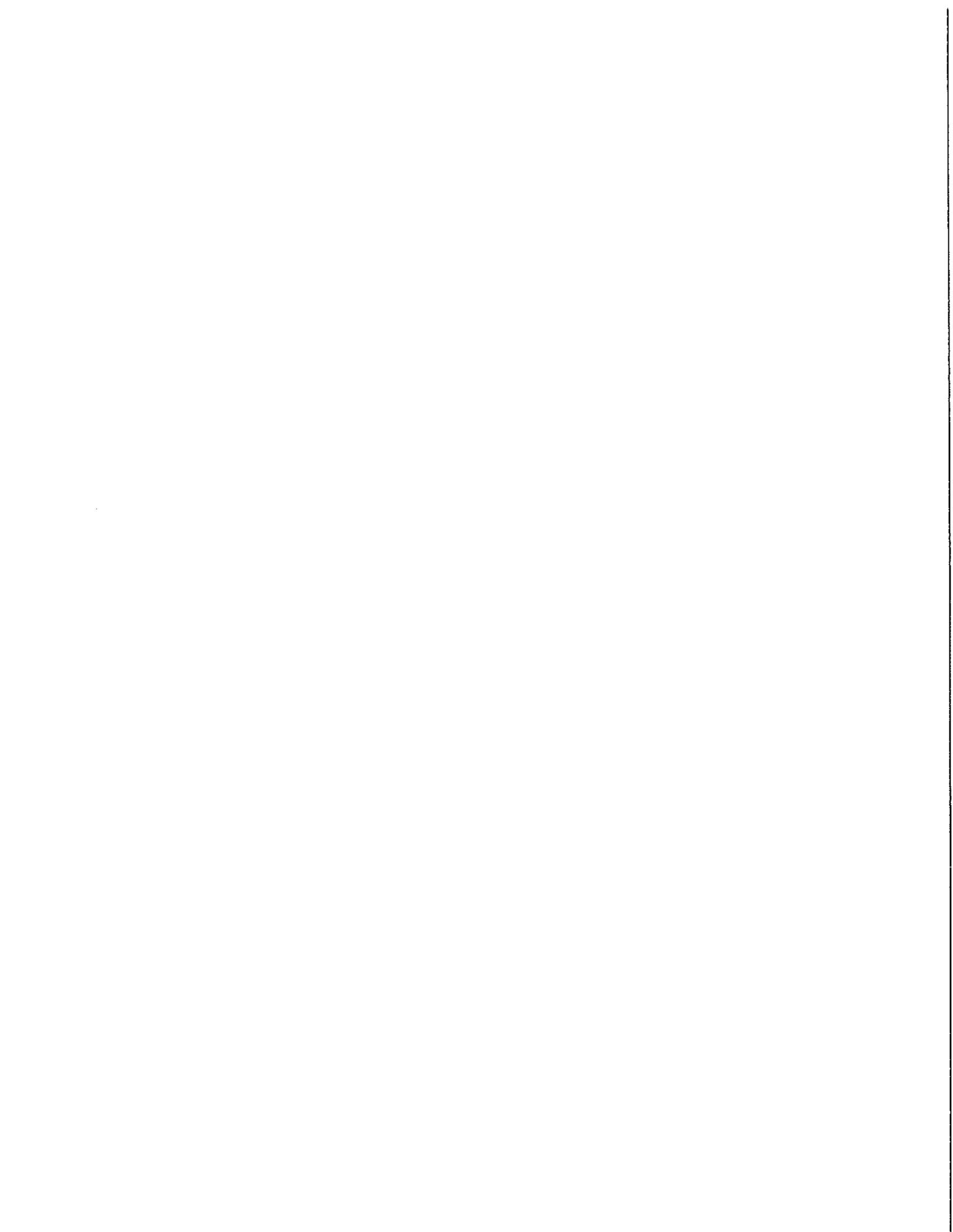
data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by OWNER and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated Vendor's observations with the Contract Documents; and (f) at Vendor's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which VENDOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 7.2. VENDOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3. VENDOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by VENDOR for such purposes.
- 7.4. VENDOR has correlated and considered the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents and in reaching the Contract Price and Contract Time.
- 7.5. VENDOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to VENDOR. VENDOR shall not rely on any conflicts, errors or discrepancies that VENDOR knew or should have known exist in the Contract Documents as a basis for a claim for an extra to the Contract Price or Contract Time.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Contract between OWNER and VENDOR are attached to this Contract, made a part hereof and consist of the following:

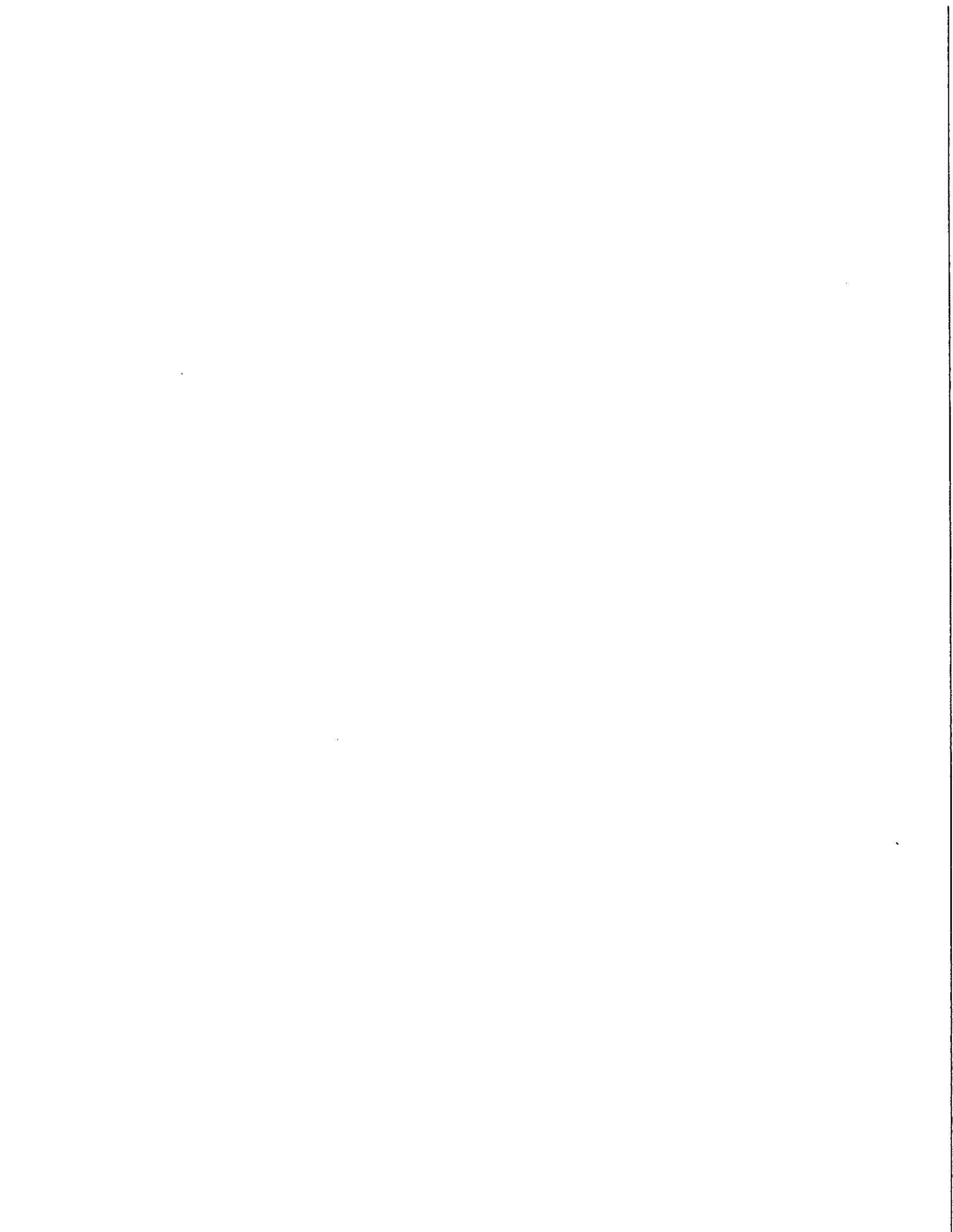
- 8.1. This Contract
- 8.2. Exhibits to this Contract
- 8.3. Performance and Payment Bonds



- 8.4. Notice of Intent to Award
- 8.5. General Conditions
- 8.6. Supplementary Conditions (Exhibits to the Supplementary Conditions)
- 8.7. Specifications bearing the
Engineer's Project No. 044649014
- 8.8. Drawings bearing the following general title:
Sub-Basin 10 (SW 88TH Avenue) Paving & Drainage Improvements (the "Project")
- 8.9. Addenda
- 8.10. VENDOR'S BID
 - 8.11.1 Documentation submitted by VENDOR prior to Notice of Intent to Award
 - 8.11.2 Any Modifications, including Change Orders, Work Authorizations, duly delivered after execution of the Contract.
 - 8.11.3 Advertisement for Bids.
 - 8.11.4 Americans with Disabilities Act Statement
 - 8.11.5 Drug-Free workplace Certification
 - 8.11.6 Contractor Affidavit and Partial Release
 - 8.11.7 Contractor Affidavit and Final Release
 - 8.11.8 Waiver and Release of Lien Upon Progress Payment
 - 8.11.9 Waiver and Final Release of Lien
 - 8.11.10 Geotechnical Report

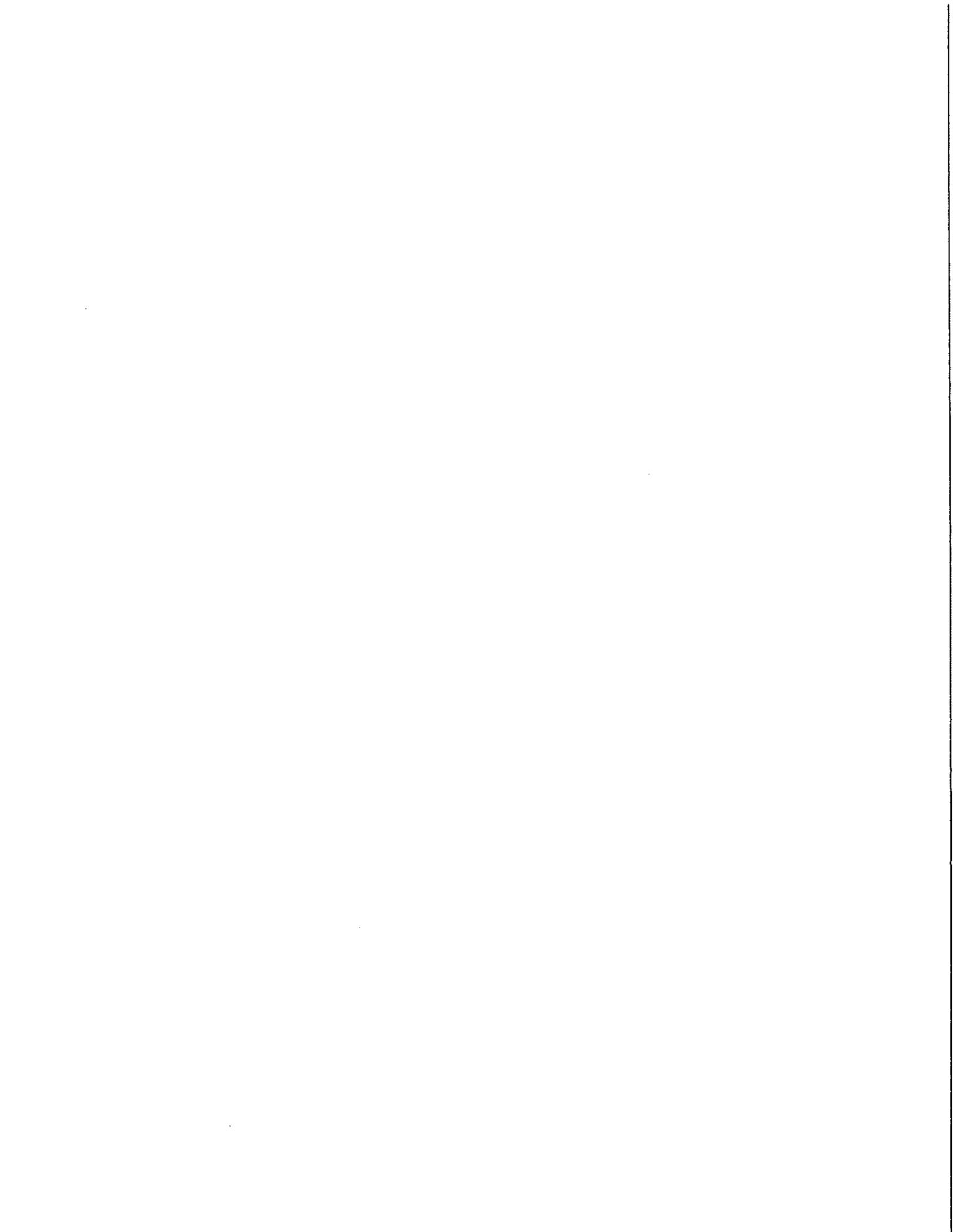
There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 9. MISCELLANEOUS



- 9.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and VENDOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. This Contract may be executed in counterparts.
- 9.5 Should there be any action brought to enforce the terms of this Contract, the prevailing party shall be entitled to recovery of Attorney's fees (including paralegal fees) incurred through mediation, arbitration, or the appellate processes.
- 9.6 The OWNER shall retain the Ownership of all shop drawings and design drawings once payment therefore is made.
- 9.7 OWNER and VENDOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

CONTRACT CONTINUED ON THE FOLLOWING PAGE



IN WITNESS WHEREOF, the parties hereto have signed two (2) copies of this Contract. At least one counterpart each has been delivered to OWNER and VENDOR. All portions of the Contract Documents have been signed or identified by OWNER and VENDOR.

OWNER

VENDOR

Village of Palmetto Bay

Maggolc, Inc.

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

ADDRESS

11020 SW 55 ST
Miami, FL 33165

BY _____

BY _____

Print Name

Mario Gonzalez

Print Name

Village Manager
Title

President

Title

ATTEST

Meighan J. Alexander
Village Clerk

WITNESS

APPROVED AS TO FORM BY

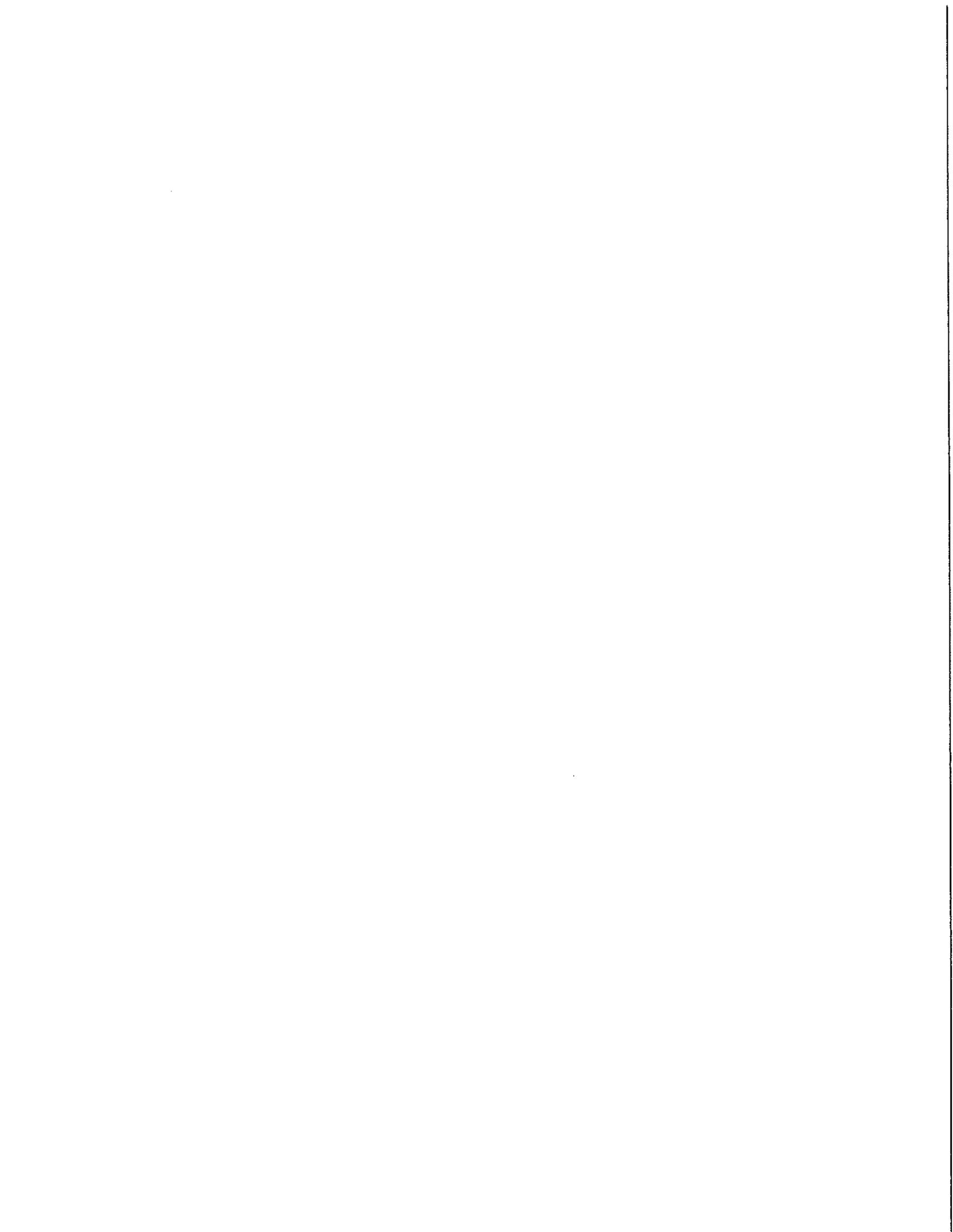
Print Name

Dexter Lehtinen
Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION





**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

FED EX DELIVERY - SIGNATURE REQUIRED

NOV 05 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:

We are pleased to provide financial assistance for your stormwater improvement project. One fully executed grant agreement is enclosed. To draw money under the agreement, please call Sandy Waters at (850) 245-8382 for assistance in completing a disbursement request.

We congratulate you and your staff on your efforts and are pleased that we can work with you on this project.

Sincerely,

Angela Knecht, Program Administrator
State Revolving Fund Management

AK/sw

Enclosure

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: [Signature]
Village Manager

By: [Signature]
Program Administrator
State Revolving Fund

Date: _____

Date: OCT 21 2014

[Signature]
Sandy Waters, DEP Grant Manager

FEID No.: 05-0541068

Approved as to form and legality:

[Signature]
DEP Attorney

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

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

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:			
<p>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.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

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 I 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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
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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.



October 14, 2014

Angela Knecht, Program Administrator
State Revolving Fund Management
Florida Department of Environmental Protection
Bob Martinez Center
2600 Blairstone Road
Tallahassee, FL 32399-2400

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

Dear Ms. Knecht:

Enclosed please find two (2) original signed copies of the proposed State Financial Assistance agreement between the Department of Environmental Protection and the Village of Palmetto Bay.

Please return a signed agreement upon execution by the Program Administrator and the DEP Grant Manager to Kristy Bada, Procurement Specialist for the Village of Palmetto Bay in the enclosed self-addressed envelope.

If you have any questions, please contact me at (305) 259-1234 or email kbada@palmettobay-fl.gov. Thank you for your immediate attention in reference to this matter.

Sincerely,



Kristy Bada
Procurement Specialist

Enclosure(s)

Cc: Ron E. Williams, Village Manager
Corrice E. Patterson, Public Works Director
Desmond Chin, Finance Director

VILLAGE OF PALMETTO BAY
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
Tel: (305) 259-1234 Fax: (305) 259-1290

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No:	LP13203		
Grantee Name:	Village of Palmetto Bay		
Grantee Address:	9705 E Hibiscus Street, Palmetto Bay, FL 33157-5606		
Grantee's Grant Manager:	Corrice Patterson	Telephone No.:	305-259-1234
Quarterly Reporting Period:	10/01/2014-12/31/2014		
Project Number and Title:	Palmetto Bay Sub-Basin 10 Drainage Improvements		
<p>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.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Project Work Plan.</p> <p>The following format should be followed:</p> <p>Task 1: Construction of stormwater improvements, such as catch basins, new manholes and exfiltration trenches.</p> <p>Progress for this reporting period: During this reporting period, the Village of Palmetto Bay in collaboration with our engineer of record (EOR) for this project complied construction/design plan documentation, specifications, and permitting for the solicitation of Invitation to Bid (ITB) #1415-11-010 Sub-Basin 10 (SW 88TH Avenue) Paving and Drainage Improvements. ITB #1415-11-010 was let on Monday, November 24th, 2014. Responses to ITB #1415-11-010 were publicly opened and read aloud on December 11th, 2014 and are currently under review by the Department of Finance, Division of Procurement. A copy of the bid tabulation is attached.</p> <p>Identify any delays or problems encountered: The construction cost for the project when let came in above the anticipated schedule of value for construction of this project. The Village is working to execute a contract to fully fund construction of Sub-Basin 10 (SW 88TH Avenue) Paving and Drainage Improvements when additional stormwater utility revenue develops this fiscal year.</p>			

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

Corrice Patterson

Signature of Grantee's Grant Manager

1/20/2015

Date

12-11-14P03:01 CFMD



VILLAGE OF PALMETTO BAY
INVITATION TO BID - 1415-11-010
SUB-BASIN 10 (SW 88TH AVENUE) PAVING & DRAINAGE IMPROVEMENTS

Proposer:

Total Price:

<u>Maggolo, Inc.</u>	<u>922,633.25</u>
<u>Williams Paving Co., Inc.</u>	<u>1,084,460.51</u>
<u>Florida Engineering + Development Corp.</u>	<u>1,171,516.33</u>
<u>JVA Engineering Contractor, Inc.</u>	<u>1,146,796.00</u>
<u>Team Contracting, Inc.</u>	<u>1,748,335.75</u>
<u>Metro Express, Inc.</u>	<u>1,148,318.50</u> 1,134,318.50
<u>ACosta Tractors, Inc.</u>	<u>984,547.52</u>
_____	_____
_____	_____
_____	_____

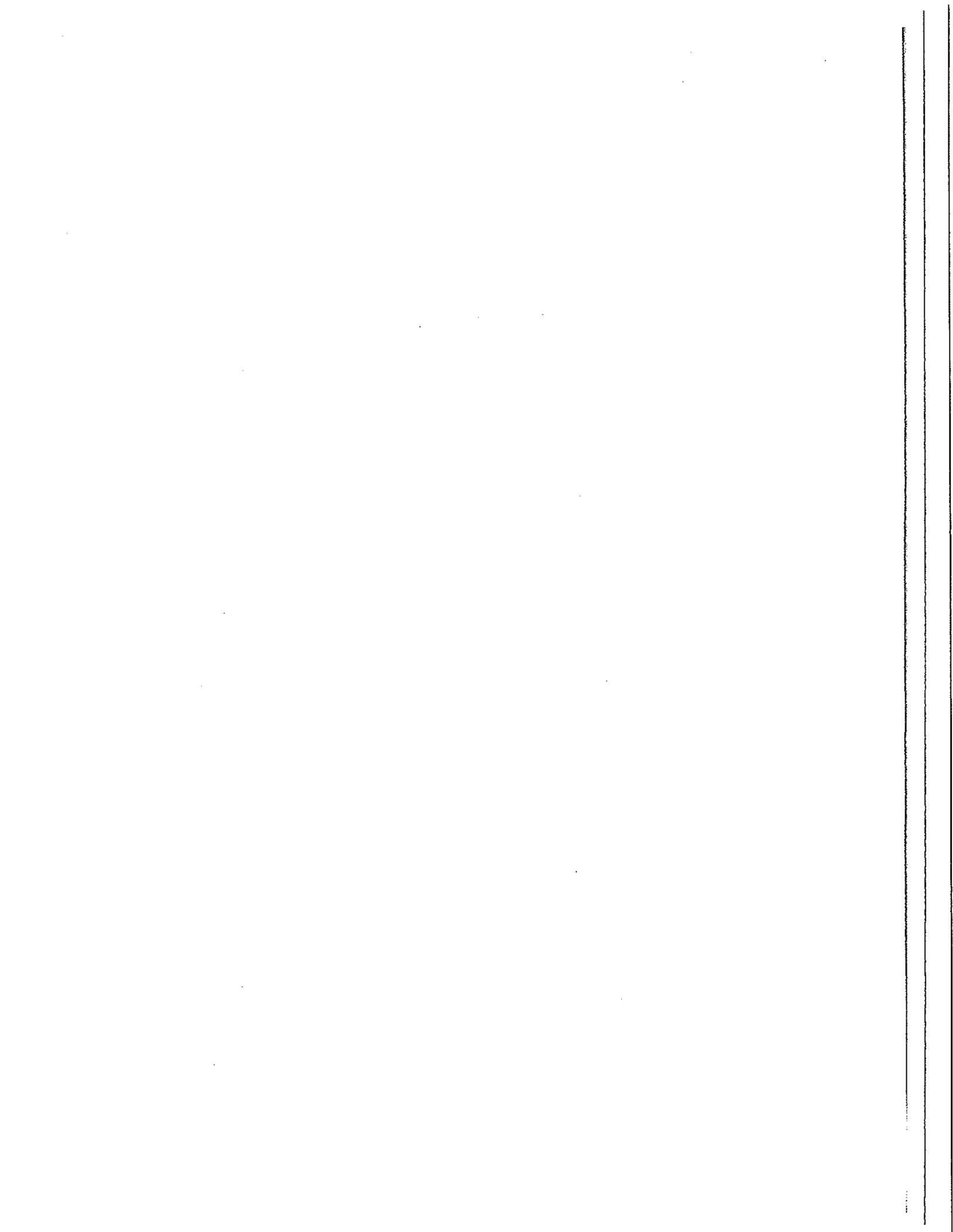
Opening conducted and verified by:

Witnesses:

Meighan J. Alexander
Meighan J. Alexander
Village Clerk

Kristy Bada
Kristy Bada
Print Name

Missel Arocha
Missel Arocha
Print Name





To: Honorable Mayor and Village Council

Date: March 30, 2015

From: Ron E. Williams, Village Manager

Re: Engineering Services for
Comprehensive Operational Analysis
of Village Shuttle Bus Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENGINEERING SERVICES FOR COMPREHENSIVE OPERATIONAL ANALYSIS (COA) OF VILLAGE SHUTTLE BUS SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE THIS SPECIALIZED TRANSIT STUDY AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$32,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (Administration)

BACKGROUND AND ANALYSIS:

In December 2004 as per Resolution No. 04-101, the Village of Palmetto Bay contracted with the Corradino Group for the provision of specialized transit services to potentially support the specific needs of our seniors and youth. The study examined the need and cost of a potential circulator transit service for these specific groups. In 2006, the Corradino Group assisted the Village of Palmetto Bay in launching a much-needed intra-Village bus service in full compliance with Miami-Dade County policy, as directed by the staff of the Citizens' Independent Transportation Trust (CITI) and the County Attorney's Office. The service was designed to increase the number of destinations that can be reached via fixed public routes throughout Palmetto Bay and surrounding areas, as well as to connect with Miami-Dade Transit routes and the very popular busway. This initiative is being paid for with funding provided by the People's Transportation Plan (PTP).

The Village of Palmetto Bay currently operates 2 shuttle routes, route A and B, which operate Monday through Friday.

Route A:

10:04 a.m. – 1:50 p.m.

Route B:

7:00 a.m. – 8:52a.m.

2:10p.m. – 5:20p.m.

The Village bus service provides public transportation to parks and other principal locations within the boundaries of the Village. There is no fare when using the Village IBUS service. Riders making connection to Miami-Dade Transit and are expected to pay the appropriate fares at time of transfer.

Several changes to improve ridership and provide better connectivity to Miami Dade Transit routes have been made to the Ibus route over the past eight (8) years. The demographics and implementation of transit routes in the neighboring communities should be evaluated to re-establish the general parameters of the Village's current transit system. A comprehensive analysis of the Village's shuttle bus system is to determine how best to serve not only the residents/visitors, existing riders that use the Village's service and those potential target markets to include but not limited to middle, high school and college student populations identified as a result of data collection from this study. The analysis should lead to recommendations for service design and improvements for overall system efficiency and operational effectiveness. Additionally, this study should define an ongoing methodology for system evaluation and also provide short and mid-term recommendations as part of the implementation process. This study should examine all possible alternatives to address existing Village shuttle bus service route inefficiencies, as well as unmet service requests and service request that are anticipated in conjunction with the proposed Downtown redevelopment area. In final, the study shall further determine whether the existing routes should be reconfigured as an integrated feeder/shuttle bus service that connects to Miami-Dade Transit (MDT) at the busway, Village of Pinecrest People Mover, Town of Cutler Bay transit service and MDT local transit stops within the Village or discontinued.

In response to the Village's needs, the Corradino Group responded to the Department of Public Works request for a proposal to undertake a Comprehensive Operational Analysis (COA) of the Village's current shuttle services.

As per Resolution No. 2013-40 approved on May 6, 2013, the Corradino Group is qualified to provide ongoing transportation engineering services for the Village of Palmetto Bay. The Corradino Group developed the original Palmetto Bay systems and the Cutler Bay transit system and was also instrumental in planning and evaluating the Pinecrest system. The firm planned the US-1 Bus lanes, and has performed the most recent alternatives analysis of the US-1 Corridor, as well as has conducted data collection for all of the South Dade MDT Routes. The Corradino Group has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the Village during this COA.

The Corradino Group in response to the Village's request provided a proposal to perform a COA as it relates to expeditious and efficient completion of the project described hereunder.

Task 1 – Data Collection

Passenger Survey – A comprehensive passenger survey on all shuttle routes will be conducted to obtain information about the demographics of the riders, trip origin and destination and thoughts about the service. A reasonable sample must be obtained for each route. The survey results will be tabulated and analyzed in a technical memorandum.

School Board Data –review demographics of where students live and go to schools current

mode of transportation used for students within a 2 mile radius of the school.

In accordance with land use and zoning, provide analysis of potential densities, intensities, demographics and ridership in the future downtown.

Explore new technology- Real time scheduling, mobile apps, schedules, etc.

Task 2 – Study Oversight/Public Outreach .

A Steering Committee will be formed consisting of Public Works Transit Operations, Planning and Zoning, Miami-Dade Transit, Village of Pinecrest Transit Operations, and Town of Cutler Bay Transit Operations. The Steering Committee will provide oversight to the study process at key junctures. There will also be meetings to inform the general public about the study and to solicit their input. Publicity for the public meetings will focus on the riders and potential riders of the shuttles. The Village will publicize the meetings and arrange meeting locations. It is estimated that 2 or 3 public meetings will be held. Interviews shall also be conducted with businesses, churches, and public schools to obtain information about origins and destinations of possible commuters. Minutes/summaries of all meetings and interviews shall be provided.

Task 3 – Market Analysis

Using the data and information from Tasks 1 and 2, and additional data sources as necessary, the successful proposer shall determine the target market for shuttle service in the Village of Palmetto Bay. A technical memo on the current, short term (1-5 years) and mid- term (5-10 years) projected demand for service shall be provided. The consultant shall identify implementation strategies and priorities targeting both the short term and mid-term time frame.

Task 4 – Conduct an Individual Route Analysis for each Shuttle Route and Identify Service Improvements/Alternatives

Opportunities to improve service, increase operating efficiency, reconfigure routes, provide new routes and eliminate/consolidate routes shall be determined. The potential for changes in scheduling (i.e. – time of day, reduced headways, etc.), and span of service shall be evaluated.

The successful proposer shall also identify opportunities for providing alternative service to the existing shuttles that would serve the same markets, such as fixed routes with flexible/fixed schedule traveling in a fixed direction and/or bidirectional. The operating and financial implications of the proposed service changes shall be identified. The frequency of these services, and the types of services offered, may vary to reflect particular demand dynamics, such as season, day of week, and time of day. It is the goal of the Shuttle to provide convenient, user friendly service within the Village of Palmetto Bay in a cost effective manner. The recommendations shall be provided in technical memorandum.

Develop recommendations to address the following areas, including but not limited to:

- a) Realignment of existing services
- b) New routes and services
- c) Discontinuation of non-productive routes or services

- d) Transit use information available to the public such as website, ride guides
- e) Customer service
- f) Ease of use
- g) Technology
- h) Fleet status

Task 5- Produce a Presentation Summarizing the Benefits of Public Transportation Methodology Used and all Finding and Recommendations.

The consultant should develop a discussion regarding how, in general, land use and design can foster transit mode choice. Potential topics could include orientation and distances to desired destinations, including jobs, housing, shopping, recreation, public uses, transit/rail; density of development; and community and transportation system design.

The consultant shall prepare a presentation which includes of the existing conditions, the methodology used to develop the COA, recommendations, and the implementation process.

Task 6 – Final Report

The final report shall combine information from previous tasks and provide an overall plan for best serving the market for shuttle bus service that connects to Miami-Dade Transit at the busway, and between the Village of Pinecrest and the Town of Cutler Bay. The final report shall consist of an executive summary further detailing existing shuttle conditions and proposed shuttle service conceptual plan. Transit ridership survey, fleet requirements and capital and operating costs shall be provided. All study products shall be provided in electronic format. A conceptual design for the recommended route, map and schedule improvements shall be prepared by the consultant. Promotional material for route enhancements shall be designed under the scope of this project.

The final report shall also include the following information:

- a) Shuttle Demand Forecast - Short term (1-5 years) and mid- term (5-10 years) projected demand for service
- b) Service Concept - Implementation strategies and priorities targeting both the short term and mid-term time frame
- c) Financial Plan to include funding alternatives to implement the recommendations
- d) Survey Results
- e) Equipment (types of buses that might meet the transportation needs)
- f) Operating Structure
- g) Operating Costs
- h) Sources of Operating Revenues

The Administration is requesting authorization to enter into an agreement with the Corradino Group for the purpose of evaluating the Ibus shuttle service and provide insight into how to develop a transit system that best serve the residents and visitors of Palmetto Bay. Transit is a key issue because alternatives need to be provided as roadway capacity continues to diminish.

FISCAL/BUDGETARY IMPACT:

Twenty percent of the People's Transportation Plan money is to go to transit use. The Village budgets this item under "Special Revenue Fund-Transit Sales Tax" in an amount not to exceed \$32,000 in the Fiscal Year 2014-2015.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENGINEERING SERVICES FOR COMPREHENSIVE OPERATIONAL ANALYSIS (COA) OF VILLAGE SHUTTLE BUS SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE THIS SPECIALIZED TRANSIT STUDY AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$32,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (Administration)

WHEREAS, in December 2004 as per Resolution No. 04-101, the Village of Palmetto Bay contracted with the Corradino Group for the provision of specialized transit services to potentially support the specific needs of our seniors and youth;; and,

WHEREAS, in 2006, the Corradino Group assisted the Village of Palmetto Bay in launching a much-needed intra-Village bus service in full compliance with Miami-Dade County policy; and,

WHEREAS, the Village of Palmetto Bay currently operates 2 shuttle routes, route A and B, which operate Monday through Friday; and,

WHEREAS, the demographics and implementation of transit routes in the neighboring communities should be evaluated to re-establish the general parameters of the Village's current transit system, and;

WHEREAS, a comprehensive analysis of the Village's shuttle bus system is needed to provide insight onto how to evolve our current transit system to best serve not only the residents/visitors and existing riders that currently use the Village's shuttle service but develop/design an integrated feeder/shuttle bus service that connects to Miami-Dade Transit at the busway, and potential travel market from the Village of Pinecrest and the Town of Cutler Bay transit service and those local transit stops within the Village that are currently served by the Miami-Dade transit; and,

WHEREAS, the Corradino Group in response to the Village's request provided a proposal to perform a COA as it relates to expeditious and efficient completion of the project; and,

WHEREAS, as per Resolution No. 2013-40 approved on May 6, 2013, the Corradino Group is qualified to provide ongoing transportation engineering services for the Village of Palmetto Bay; and,

WHEREAS, the Corradino Group developed the original Palmetto Bay system and the Cutler Bay transit system and was also instrumental in planning and evaluating the Pinecrest system. The firm planned the US-1 Bus lanes, and has performed the most recent alternatives

analysis of the US-1 Corridor, as well as has conducted data collection for all of the South Dade MDT Routes ; and,

WHEREAS, the Administration is requesting authorization to enter into an agreement with the Corradino Group for the purpose of evaluating the Ibus shuttle service and provide insight into how to develop a transit system that best serve the residents and visitors of Palmetto Bay; and,

WHEREAS, the Village budget this item under "Special Revenue Fund-Transit Sales Tax" in an amount not to exceed \$32,000 in the Fiscal Year 2014-2015; 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 execute an agreement with the Corradino Group to provide Transportation Engineering Services to complete a comprehensive analysis of the Village's shuttle bus system in an amount not to exceed \$32,000.

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

PASSED AND ADOPTED this _____ day of April 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
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 Karyn Cunningham _____
- Council Member Tim Schaffer _____
- Council Member Larissa Siegel Lara _____
- Vice-Mayor John DuBois _____
- Mayor Eugene Flinn _____



Exhibit 1

Revised Scope of Work, Expectations, Task and Deliverables

3.1 Scope of Work

The purpose of the Comprehensive Operational Analysis (COA) is to determine how best to serve not only the residents/visitors, existing riders that use the Village's service and those potential target markets to include but not limited to middle, high school and college student populations identified as a result of data collection from this study. The analysis should lead to recommendations for service design and improvements for overall system efficiency and operational effectiveness. Additionally, this study should define an ongoing methodology for system evaluation and also provide short and mid-term recommendations as part of the implementation process. This study should examine all possible alternatives to address existing Village shuttle bus service route inefficiencies, as well as unmet service requests and service request that are anticipated in conjunction with the proposed Downtown redevelopment area. The study shall further determine whether the existing routes should be reconfigured as an integrated feeder/shuttle bus service that connects to Miami-Dade Transit (MDT) at the busway, Village of Pinecrest People Mover, Town of Cutler Bay transit service and MDT local transit stops within the Village or discontinued.

The Consultant shall provide expertise during all elements of the Comprehensive Operational Analysis (COA) as it relates to expeditious and efficient completion of the project described hereunder. Additionally, the Consultant should perform all tasks necessary, whether specified or not, to achieve the goals of the COA set forth in this document.

Project Expectations

This project will be conducted primarily by the consultant, with assistance from Village staff, MDT staff, Miami-Dade County School Board, Cutler Bay, and Pinecrest staff.

The consultant should complete those tasks as spelled out in its approach to the project, which are negotiated in the final scope of work.

The consultant shall prepare a draft final report which summarizes all the task reports and includes an executive summary, narrative description of the work performed, the project objectives met, methodologies used, analyses of the data collected utilizing charts, tables, graphs and maps, and

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

specific recommendations based on the results of the analysis. After review by staff, the consultant will prepare a final report incorporating comments for the draft final report.

The consultant shall propose a series of meetings at significant milestones during the COA to keep the Village informed and to provide the consultant with sufficient opportunity for information gathering and feedback on the draft final report.

Task Objectives

- Compile detailed information on Ibus fixed route services to provide a comprehensive understanding of the existing services, including ridership levels and patterns, route structure operating conditions, and service performance.

- Analyze the performance of Ibus's fixed route service.
- Delineate areas where there is likely demand for new service, with recommendations of routes, schedules and type of equipment needed to operate the service.
- Relate service changes to current and potential funding levels.
- Review the service levels including transit service frequencies as well as time of the day, evening and weekend coverage.
- Evaluate staffing and other organizational factors that contribute to and support operation of the transit system.
- Examine existing and potential relationships between MDT, Miami-Dade County School Board, Shopping Centers, Village of Pinecrest, and the Town of Cutler Bay.
- Review Title VI issues and how any anticipated service recommendations might impact minority neighborhoods.
- Review ADA issues and how any anticipated new or existing service recommendations might impact persons with disabilities.
- Evaluation of the current vehicle fleet and facility and projected fleet and facility needs.
- Identify a methodology for the on-going evaluation of the fixed-route system.
- Implementation Plan.
- Financial Plan to include funding alternatives to implement the recommendations.
- Marketing Plan - determine public perception and image through market research techniques such as survey.
- Community Outreach.
- Rebranding.

Consultant Responsibility

The consultant(s) chosen for this project shall be responsible for the following tasks:

Task 1 - Data Collection Review of Existing Transit Services Background Information

The consultant will review Miami-Dade Transit (MDT), Village of Pinecrest, Town of Cutler Bay and Village Ibus transit service operations. The information will include existing conditions analysis and ridership information.

9705 East Hibiscus Street, Palmetto Bay, Florida 33157

Tel: 305.259.1234 • Fax: 305.259.1290

Passenger Survey – A comprehensive passenger survey on all shuttle routes will be conducted to obtain information about the demographics of the riders, trip origin and destination and thoughts about the service. A reasonable sample must be obtained for each route. The survey results will be tabulated and analyzed in a technical memorandum.

School Board Data –review demographics of where students live and go to schools current mode of transportation used for students within a 2 mile radius of the school.

In accordance with land use and zoning, provide analysis of potential densities, intensities, demographics and ridership in the future downtown.

Explore new technology- Real time scheduling, mobile apps, schedules, etc.

Task 2 – Study Oversight/Public Outreach

A Steering Committee will be formed consisting of Public Works Transit Operations, Planning and Zoning, Miami-Dade Transit, Village of Pinecrest Transit Operations, and Town of Cutler Bay Transit Operations. The Steering Committee will provide oversight to the study process at key junctures. There will also be meetings to inform the general public about the study and to solicit their input. Publicity for the public meetings will focus on the riders and potential riders of the shuttles. The Village will publicize the meetings and arrange meeting locations. It is estimated that 2 or 3 public meetings will be held. Interviews shall also be conducted with businesses, churches, and public schools to obtain information about origins and destinations of possible commuters. Minutes/summaries of all meetings and interviews shall be provided.

Task 3 – Market Analysis

Using the data and information from Tasks 1 and 2, and additional data sources as necessary, the successful proposer shall determine the target market for shuttle service in the Village of Palmetto Bay. A technical memo on the current, short term (1-5 years) and mid- term (5-10 years) projected demand for service shall be provided. The consultant shall identify implementation strategies and priorities targeting both the short term and mid-term time frame.

Task 4 – Conduct an Individual Route Analysis for each Shuttle Route and Identify Service Improvements/Alternatives

Opportunities to improve service, increase operating efficiency, reconfigure routes, provide new routes and eliminate/consolidate routes shall be determined. The potential for changes in scheduling (i.e. – time of day, reduced headways, etc.), and span of service shall be evaluated.

The successful proposer shall also identify opportunities for providing alternative service to the existing shuttles that would serve the same markets, such as fixed routes with flexible/fixed schedule traveling in a fixed direction and/or bidirectional. The operating and financial implications of the proposed

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service changes shall be identified. The frequency of these services, and the types of services offered, may vary to reflect particular demand dynamics, such as season, day of week, and time of day. It is the goal of the Shuttle to provide convenient, user friendly service within the Village of Palmetto Bay in a cost effective manner. The recommendations shall be provided in technical memorandum.

Develop recommendations to address the following areas, including but not limited to:

- Realignment of existing services
- New routes and services
- Discontinuation of non-productive routes or services
- Transit use information available to the public such as website, ride guides
- Customer service
- Ease of use
- Technology
- Fleet status

Task 5- Produce a Presentation Summarizing the Benefits of Public Transportation Methodology Used and all Finding and Recommendations.

The consultant should develop a discussion regarding how, in general, land use and design can foster transit mode choice. Potential topics could include orientation and distances to desired destinations, including jobs, housing, shopping, recreation, public uses, transit/rail; density of development; and community and transportation system design.

The consultant shall prepare a presentation which includes of the existing conditions, the methodology used to develop the COA, recommendations, and the implementation process.

Task 6 - Final Report

The final report shall combine information from previous tasks and provide an overall plan for best serving the market for shuttle bus service that connects to Miami-Dade Transit at the busway, and between the Village of Pinecrest and the Town of Cutler Bay. The final report shall consist of an executive summary further detailing existing shuttle conditions and proposed shuttle service conceptual plan. Transit ridership survey, fleet requirements and capital and operating costs shall be provided. All study products shall be provided in electronic format. A conceptual design for the recommended route, map and schedule improvements shall be prepared by the consultant. Promotional material for route enhancements shall be designed under the scope of this project.

The final report shall also include the following information:

- Shuttle Demand Forecast - Short term (1-5 years) and mid- term (5-10 years) projected demand for service
- Service Concept - Implementation strategies and priorities targeting both the short term and mid-term time frame
- Financial Plan to include funding alternatives to implement the recommendations
- Survey Results

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

- **Equipment (types of buses that might meet the transportation needs)**
- **Operating Structure**
- **Operating Costs**
- **Sources of Operating Revenues**

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

THE CORRADINO GROUP

Kristy Bada
Village of Palmetto Bay
Palmetto Bay, FL 331579705 East Hibiscus Street,
Palmetto Bay, Florida 33157
Tel: 305.259.1234 Email: KBada@palmettobay-fl.gov

RE: Engineering Services for Comprehensive Operational Analysis (COA) of Village Shuttle Bus Services.

Ms. Bada,

This is a proposal by The Corradino Group to provide a Comprehensive Operational Analysis of the iBus Service. In 2006, Corradino assisted the Village of Palmetto Bay in launching an intra-Village shuttle (iBus) to increase the mobility of residents and visitors, and provide for better accessibility of Village destinations via a fixed public transit route.

We understand that the purpose of this Comprehensive Operational Analysis is to evaluate the iBus shuttle service and provide insight into how it can evolve to best serve the residents and visitors of Palmetto Bay. Integral to this scope of services is the evaluation and development of an integrated feeder/shuttle bus system which connects to the US-1 Busway and to the transit circulators of the Village of Pinecrest and the Town of Cutler Bay. This study explores the existing and potential market for shuttle service within the Village of Palmetto Bay in order to:

- Determine whether the two existing routes should be reconfigured, discontinued, or consolidated.
- Evaluate the current operating model in light of the fiscal and market needs inherent in future development.

The Corradino Group, over its four decade existence, has focused on transit work. Few local firms are as well suited for this project as Corradino. We have developed the Cutler Bay and Palmetto Bay systems. Joe Corradino was instrumental in planning and evaluating the Pinecrest system as an elected official in that community. The firm planned the US-1 Bus lanes, and has performed the most recent alternatives analysis of the US-1 Corridor, as well as has conducted data collection for all of the South Dade MDT Routes. The Village and Corradino have won awards for the Palmetto Bay Transportation Master Plan and the Bicycle and Pedestrian Master Plan. Corradino has studied transportation, traffic, transit, bicycle and pedestrian movement, as well as land use, zoning and development in every community in South Dade. A large aspect of this success has been the firm's ability to work with the citizens of the community in a highly constructive manner. Corradino understand the community from its participation in the various area organizations, such as the Economic Development Council of South Dade and Chamber South.

Our transit projects have ranged from:

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- Local municipal circulator programs in Miami Dade County, not only here in Palmetto Bay, but in Miami Beach, Hialeah, Hialeah Gardens, Doral, Miami Gardens, and Cutler Bay.
- Heavy rail projects in Los Angeles and Miami;
- Light rail and people mover systems in Detroit;
- Bus rapid transit systems here on the Busways and I-95 Express;
- Statewide performance measures for transit systems in Florida, Michigan Illinois, Indiana, Ohio, and Kentucky;
- Siting of transit centers in: Coastal Link, Jupiter to Miami; Cleveland, Ohio; Springfield, Ill.; Missoula, Mont.; Jackson and Meridian, Miss., Muskegon and Traverse City, Mich.; and, Miami, Fla.

We feel we are the best for this job because, as you can see, we know transit and we know Palmetto Bay. We are very excited to have this opportunity to work with the Village staff again on this important project.

If the notice to proceed can be provided in early January 2015, this project can be concluded by April of 2015. It can be completed within 90 days for a cost of \$32,000.

Proposed Scope of Services:

This scope of services addresses each of the aspects specified in the RFP as well as those most relevant in a traditional COA for what the Village is trying to achieve. Each task contains a time line and proposed fee for the individual task. The total time frame is summarized in a table, and the Price form is attached.

Task 1 – Data Collection:

Time Frame: Day 1 – 30

Cost: \$11,000

Task 1 will provide for the data collection and analysis of existing conditions relevant to the evaluation of iBus operations.

Route Background Information:

The project will begin by documenting the existing status of the routes, including stops and transfer locations. This data will be mapped in GIS.

Ridership:

A key aspect of the ridership analysis is the evaluation of ridership counts to understand and assess current/potential transfer locations. Ridership counts of Miami-Dade Transit routes within

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the Village of Palmetto Bay will be obtained, as will those ridership counts for the Village of Pinecrest and the Town of Cutler Bay circulators. This will assist in determining the potential riders from those communities to destinations within Palmetto Bay.

The boarding and alighting survey is major undertaking and an extremely important data item, as it is necessary to support the Market Demand Analysis in Task 3. The boarding and alighting data will be used to examine route productivity issues, key trip generators, vehicle requirements, potential transfer opportunities, and the like. Corradino has conducted numerous boarding and alighting surveys for systems of all sizes including massive regional systems, most recently for the City of Rockford Illinois. The firm typically uses hand-held tablets and computers with all stops, routes and trips preprogrammed.

This will be done with surveyors riding each route on each loop and collecting data throughout the day. The Boarding's and alighting's will be time-stamped as they are collected to allow for the calculation of run time per trip and segment, schedule adherence and average speed. Data will be downloaded from the handheld or tablet devices and compiled into a ridership database that can then be queried to determine key performance factors such as total and average ridership by trip and route, boarding by stop, segment and trip and time of day, maximum load point, etc. The database will also be linked to a GIS-based map to graphically depict data such as boarding's and alighting's by stop, load factors and route productivity by segment.

Passenger Survey:

An onboard passenger interview survey will be conducted in order to generate a profile of the Palmetto Bay Circulator passengers; determine origins and destinations, trip frequency, and customer satisfaction; and, document the need for additional services and service coverage. The surveys will be conducted as passengers board the buses. Each route will be surveyed. The data can then be factored up to match ridership levels by route to obtain and form a profile of Palmetto Bay iBus passengers and trip characteristics. Corradino will provide all survey materials and tabulate all results. Using the data collected and industry standards and practices, a service standards policy will be developed to monitor each route's productivity. The survey results will be tabulated and analyzed.

Run Time Analysis:

A Run Time Analysis of each route shall be conducted, and will examine route's timetable. This study will factor in an evaluation of potential causes of delay through a review of existing traffic data, including roadway segments and at intersections along the circulator routes. The results of the analysis will be analyzed in Technical Memorandum 1, and will include a review of possible rerouting options, traffic signal retiming, or traffic signal priority for the routes.

Technical Memorandum No. 1 will provide the results of Task 1 and include the ridership counts, findings and data associated with the boarding and alighting survey and accompanying service standards policy for monitory route productivity, the passenger onboard survey, and the Run Time Analysis. Technical Memorandum No. 1 will be submitted in in hard copy and

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electronically. Corradino will also provide the Village of Palmetto Bay with all survey databases.

Task 2 – Study Oversight/Public Outreach:

Time Frame: Day 1 – Project Conclusion

Cost: \$3,000

Task 2 will provide for the study oversight and the public engagement components of the COA.

A kickoff meeting will be held with Village staff after the NTP within one week.

A steering committee will be formed consisting of Public Works Transit Operations, Planning and Zoning, Miami-Dade Transit, Village of Pinecrest Transit Operations, and Town of Cutler Bay Transit Operations. Meetings with the steering committee will be held at the start of the study after the NTP has been issued, after the submission of the draft Market Analysis technical memo, prior to the final draft of the report, and as desired by Village staff.

Three (3) public meetings will be held to inform the general public about the study and to solicit their input, and will be publicized to encourage current and potential riders to attend.

Stakeholder meetings are critical to a good transit plan. Interviews with major stakeholders, such as schools, businesses, churches, and service and community organizations located in Palmetto Bay will be conducted. During these meetings, it will be important to document the needs of the groups that the stakeholders represent, the vision of what they would like services to look like in the future (types of services and service area), and any upcoming developments within their organization or the group that they represent that would generate changes in the need for transportation. Minutes/summaries of all meetings and interviews shall be provided.

Task 3 – Market Analysis:

Time Frame: Day 20 – 50

Cost: \$9,000

Task 3 will evaluate the market for shuttle service within the Village of Palmetto Bay.

The Corradino Team will review the existing ridership profile and identify any unmet segments of the transit market. The market analysis will utilize ridership, survey, and community input data from Tasks I and II, in conjunction with data on the current and future land use in the Village to determine transit generators. In addition, census and survey data indicating the demographic make-up of the community and ridership, current iBus data, and the potential coverage of the iBus system in relation to the coverage area of existing transportation systems shall be utilized to determine the potential between existing marketed services and future needs.

Review Roadway, Land Use and Demographic Factors

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The Corradino Team will review roadway, land use and demographic changes in Palmetto Bay. Existing roadways and sidewalks data will be utilized to determine access points to the circulator and potential routing options. Land use changes will be accounted for by reviewing applicable land use plans and meeting with Planning and Zoning department staff. This data will provide a picture of past changes and also an idea of changes to come in the future, and where new transit generators are planned. Any new transit generators identified will be mapped and can then be compared to the existing service area and any potential expansion areas.

Community Conditions Summary

Using data from the onboard passenger interview survey in Task I and national trends, a summary of the potential transit market characteristics by population, employment, type of land development, age, school enrollment, auto ownership and the like will be developed.

Community/Ridership Attitude Assessment

Using data collected during the Task I onboard passenger interviews and stakeholder input sessions, perceptions of the existing system will be documented, as well as, the strengths and weaknesses of the existing services. In addition, stakeholder and rider priorities for service will also be documented.

Service Demand

Based on the demand for service and population in the existing service area, demand for mass transportation services within Palmetto Bay will be calculated. Using population projections, the anticipated demand for services will be calculated for the upcoming five-year period. New markets outside the existing service area will be documented.

The product of Task 3 will be **Technical Memorandum No. 2**, detailing the projected demand for service. Technical Memorandum No. 2 will be submitted in in hard copy and electronically. It will be submitted in draft form for review and comment by Village staff. A revised final version will be submitted incorporating Village staff comments.

Task 4 – Conduct an Individual Route Analysis for each Shuttle Route and Identify Service Improvements/Alternatives:

Time Frame: Day 30 – 60

Cost: \$9,000

Task 4 will evaluate opportunities to improve service, increase operating efficiency, reconfigure routes, provide new routes, and/or eliminate/consolidate routes as necessary.

Review Palmetto Bay iBus Data

Corradino will review all available Palmetto Bay iBus data as a means of documenting the history of changes in ridership, route productivity, funding and the like. The data will also assist in documenting the starting point for potential system changes and improvements. Data to be collected will include but not be limited to: the annual operating budget, daily service

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requirements, demographic/travel patterns, headway sheets, highway/street network information, listings of equipment and facilities, any prior marketing surveys and materials, operator labor agreements, passenger counts and fare classification, planned road improvements, productivity factors, public timetable and system route maps, route performance reports, route travel time data, work rules, and any other needed data.

Evaluate Each Specific Route

As part of Task 4, Corradino will evaluate each route in terms of performance and generators and create a profile of each route. The purpose of this task is to take the data collected in Tasks 1 and 3 and use it to evaluate the existing conditions. The Corradino Team will build upon any service modifications identified in previous tasks and incorporate any transfer point relocations as necessary for improved efficiency and connectivity with other route systems. Both routes in the Palmetto Bay system will be evaluated. As part of this task, The Corradino Team will also plot current and future shelter placement needs on a map. It may not necessarily be applicable in Palmetto Bay, but as with any changes to a transit system, consideration will be given to Title VI and Environmental Justice regulations and guidance.

Corradino will work with Village Staff to develop criteria upon which to evaluate current performance and potential service alternatives. The evaluation criteria will be a mix of qualitative and quantitative criteria. Local performance expectations will make up the qualitative component of the evaluation criteria, while thresholds based on current performance standards, and the operating experience of other local systems will be the basis for the quantitative component of the evaluation criteria. The proposed set of evaluation criteria will be submitted to the Village staff for review and approval.

Current Performance Review

This will be done on a route by route basis using data collected during Task 1. Using the boarding and alighting data, route productivity can be shown by stop and also by route segment. A profile of each route will be developed, listing the route's strengths and weaknesses along with accompanying graphics that will visually show ridership activity along the route. An analysis of this type can clearly point to the development of more productive routing.

Routes are typically evaluated for productivity in terms of passengers per hour and/or passengers per mile. This will be compared with other municipal systems in the regional as well as with MDT routes in the area.

Performance Trendline/Performance Measures

Using the boarding and alighting data collected in Task 1 and revenue hours and/or miles by route and combining this with industry standards and practices, performance measures will be established. In addition, a Service Standards Policy will be developed that can be used to monitor the productivity of each route. This Service Standards Policy will guide the Village of Palmetto Bay in determining how and when to modify service if a route is not performing at an acceptable level.

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Internal Cost Reduction

An efficiency and effectiveness study on dwell times will be conducted. Time-related data from the boarding and alighting counts and Run Time Analysis will be used to conduct this analysis. A set of recommendations including potential internal cost reductions will be developed. It is possible that additional route coverage can be substituted for some dwell times or that by eliminating inefficient segments of routes and re-routing, some locations with excessive dwell times may be eliminated.

Alternative Route Structures

Based on the projected demand for transit services as well as new transit generators identified through the review of growth areas conducted during Task 1, alternative route structures that will most effectively serve current and projected needs will be developed for each route. The potential for changes in scheduling (i.e. time of day, reduced headways, etc.) and span of service shall be evaluated as a component of alternative route structuring. The alternative route structures will be based on population and location of transit generators, both existing and future. All alternative routing structures will be detailed in terms of cost. A cost allocation model will be developed for Palmetto Bay that breaks down the fixed and variable costs for the service by cost per hour, cost per mile and cost per peak vehicle. These incremental costs can then be used to determine the cost impact of modifying existing routes and also adding new service. Capital needs will also be included such as the cost of additional vehicles and facilities if needed.

Evaluation of Route Structures will, at a minimum, consider:

- The need for deviated routes as opposed to standard fixed routes with complementary paratransit;
- Benefits and detriments of linking routes;
- Analysis of transfer locations/times to determine the efficiency of route connectivity; and,
- Assessment of the feasibility of express and limited stop services.

The Corradino Team will utilize the results of Task 3 to conduct an analysis of expansion opportunities to areas not currently served by the shuttle. The expansion analysis will include consideration of how expansion will impact the existing system.

Service alternatives will be evaluated based on the following three scenarios:

- A cost neutral scenario that is consistent with existing funding levels; and,
- An expansion scenario that includes alternatives and services that exceed the existing funding levels; and,
- A reduction scenario that could be put in place in the event of funding cuts that would minimize ridership impacts.

The service alternatives and scenarios will all be mapped as applicable and include both capital and operating costs, vehicle, equipment and facility requirements, potential funding sources and

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a proposed timeline for implementation. The Corradino Team will detail all costs incurred for each alternative. These will include all operating costs as well as capital costs.

Alternative Modes

Corradino will compare Village services to other transportation alternatives including the automobile, ridesharing, cycling and walking. The costs, advantages and disadvantages of each mode will be quantified using accepted industry calculations. All evaluation methods will be thoroughly referenced. The potential for other mechanisms for service provisions, such as employer sponsored services, vanpools, ridesharing, or demand response services shall also be examined.

Implementation Plan

Corradino will develop suggested changes to the preferred alternative(s) and review them with the Village staff. The proposed plan will then be documented with the preferred alternative(s) and any necessary modifications.

The product of Task 4 will be **Technical Memorandum No. 3**. It will document all results and findings from Task 4, including the final set of evaluation criteria and the recommended preferred alternative. It will be submitted in draft form for review by the Village staff. Upon review and any required edits, a brief Executive Summary will be developed.

Task 5 – Final Report:

Time Frame: Day 90

Cost: \$1,000

Corradino will provide a final report to the Village of Palmetto Bay which will combine information from previous tasks and provide an overall plan which connects to Miami-Dade Transit at the US-1 busway, and to the Village of Pinecrest and the Town of Cutler Bay Circulators. Corradino will provide an executive summary detailing existing shuttle conditions, fleet requirements, and proposed capital and operating costs. A conceptual design for the recommended route, map, and schedule improvements will be prepared along with promotional materials for route enhancements. All study products will be provided in electronic format.

The final report shall also include the following information:

- Shuttle Demand Forecast
- Service Concept
- Survey Results
- Fleet requirements/Equipment (types of buses that might meet the transportation needs)
- Operating Structure
- Operating Costs
- Sources of Operating Revenues

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Palmetto Bay
 Comprehensive Operations Analysis
 Schedule

Task	Cost	Month	January				February				March			
		Day	1	14	21	30	37	45	52	60	67	75	82	90
Task 1: Data Collection	\$ 10,000													
Task 2: Outreach	\$ 3,000													
Task 3: Market Analysis	\$ 9,000													
Task 4: Route Analysis	\$ 9,000													
Task 5: Final Report	\$ 1,000													
	\$ 32,000													

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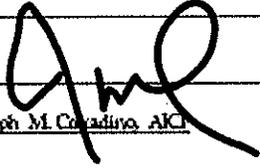
PRICE FORM

Project Title: Engineering Services for Comprehensive Operational Analysis (COA) of Village Shuttle Bus Services

Issued: Monday, December 15, 2014

Due Date: Friday, December 19, 2014

Item No.	Project Name	Total for Professional Services
COA1415	Comprehensive Operational Analysis (COA) of Village Shuttle Bus Services	
	TOTAL	\$32,000

Signature of Official: 

Name (typed): Joseph M. Corradino, AICP

Title: President

Date: 12/19/14

Vendor: The Corradino Group

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

VILLAGE OF PALMETTO BAY REQUEST FOR QUOTE



Project Title: **Engineering Services for Comprehensive Operational Analysis (COA) of Village Shuttle Bus Services**

Issued: Monday, December 15, 2014

Due Date: Friday, December 19, 2014

1.0 Introduction

The Village of Palmetto Bay (Village) Public Works Department, Division of Transit Operations is seeking proposals from qualified consulting firms to undertake a COA of its shuttle services. It is the intent of the Village to hire a pre-qualified consultant who is knowledgeable in planning, engineering, design and operation of transit systems; intermodal connections including but not limited to bus (local), bus rapid transit, automobile, bicycle and pedestrian; function, transportation modeling, ridership forecasting, and capital and operating cost analysis for transit supportive development opportunities within the Village of Palmetto Bay.

2.0 Background

The Village of Palmetto Bay currently operates two (2) shuttle routes. In 2006, the Village of Palmetto Bay launched a much-needed intra-Village bus service in full compliance with Miami-Dade County policy, as directed by the staff of the Citizens' Independent Transportation Trust (CITT) and the County Attorney's Office. The service was designed to increase the number of destinations that can be reached via fixed public routes throughout Palmetto Bay and surrounding areas, as well as to connect with Miami-Dade Transit routes and the very popular busway. This initiative is being paid for with funding provided by the People's Transportation Plan (PTP).

Shuttle Bus Schedule

Both Route Routes A and B operate Monday through Friday

Route A:

10:04 a.m. – 1:50 p.m.

Route B:

7:00 a.m. – 8:52a.m.

2:10p.m. – 5:20p.m.

The Village bus service also provides public transportation to parks within the boundaries of the Village. There is no fare when using the Village IBUS service. Riders making connection to Miami-Dade Transit are expected to pay the appropriate fares at time of transfer.

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Tel: 305.259.1234 • Fax: 305.259.1290

3.1 Scope of Work

The purpose of the COA is to determine not only how best to serve the residents/visitors and existing riders that currently use the Village's shuttle service but develop/design an integrated feeder/shuttle bus service that connects to Miami-Dade Transit at the busway, and potential travel market from the Village of Pinecrest and the Town of Cutler Bay transit service and those local transit stop within the Village that are currently served by the Miami-Dade transit shuttle services. The study shall explore the market for shuttle service and determine whether the existing routes should be reconfigured, discontinued or consolidated. The potential for other mechanisms for providing the service, including employer sponsored services, vanpools, ridesharing or demand responsive services shall also be examined.

The Consultant shall provide expertise during all elements of the Comprehensive Operational Analysis (COA) as it relates to expeditious and efficient completion of the project described hereunder.

Consultant Responsibility

The consultant(s) chosen for this project shall be responsible for the following tasks:

Task 1 – Data Collection

Ridership –conduct comprehensive counts of bus ridership from FY 14-15 for the Village of Pinecrest, Town of Cutler Bay and Miami Dade Transit routes that run within the boundary of the Village. It is anticipated that the successful proposer will not be required to conduct additional counts.

Passenger Survey – A comprehensive passenger survey on all shuttle routes will be conducted to obtain information about the demographics of the riders, trip origin and destination and thoughts about the service. A reasonable sample must be obtained for each route. The survey results will be tabulated and analyzed in a technical memorandum.

Run Time Analysis – The study shall examine how the shuttles spend their time traveling from route origin to destination, to determine the cause and extent of delays and opportunities for improving running times. Possible rerouting, traffic signal retiming or traffic signal priority to improve running times without negatively impacting ridership shall be examined. The results shall be analyzed in a technical memorandum.

Task 2 – Study Oversight/Public Outreach

A Steering Committee will be formed consisting of Public Works Transit Operations, Planning and Zoning, Miami-Dade Transit, Village of Pinecrest Transit Operations, and Town of Cutler Bay Transit Operations. The Steering Committee will provide oversight to the study process at key junctures. There will also be meetings to inform the general public about the study and to solicit their input. Publicity for the public meetings will focus on the riders and potential riders of the shuttles. The Village will publicize the meetings and arrange meeting locations. It is estimated that 2 or 3 public meetings will be held. Interviews shall also be conducted with businesses, churches, and public schools to obtain information about origins and destinations of possible commuters. Minutes/summaries of all meetings and interviews shall be provided.

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Task 3 – Market Analysis

Using the data and information from Tasks I and II, and additional data sources as necessary, the successful proposer shall determine the market for shuttle service in the Village of Palmetto Bay. A technical memo on the projected demand for service shall be provided.

Task 4 – Conduct an Individual Route Analysis for each Shuttle Route and Identify Service Improvements/Alternatives

Opportunities to improve service, increase operating efficiency, reconfigure routes, provide new routes and eliminate/consolidate routes shall be determined. The potential for changes in scheduling (i.e. – time of day, reduced headways, etc.), and span of service shall be evaluated.

The successful proposer shall also identify opportunities for providing alternative service to the existing shuttles that would serve the same markets, such as fixed routes with flexible/fixed schedule traveling in a fixed direction and/or bidirectional. The operating and financial implications of the proposed service changes shall be identified. The frequency of these services, and the types of services offered, may vary to reflect particular demand dynamics, such as season, day of week, and time of day. It is the goal of the Shuttle to provide convenient, user friendly service within the Village of Palmetto Bay in a cost effective manner. The recommendations shall be provided in technical memorandum.

Input	Output
Survey	Demand Analysis
Road Map	Routing + Stops
Standard + Travel Time	Frequency + Timetable
Shuttle Buses +Travel Time	(3) Buses + Scheduling
Operators	Scheduling Drivers
Communication	Caller Information
Advertise Routes	County Transit, Website/E-Current/Facebook, & Brochures
Pilot Test Routes	Operational Routes
Update	Change Route if Needed

Task 5 – Final Report

The final report shall combine information from previous tasks and provide an overall plan for best serving the market for shuttle bus service that connects to Miami-Dade Transit at the busway, and between the Village of Pinecrest and the Town of Cutler Bay. The final report shall consist of an executive summary further detailing existing shuttle conditions and proposed shuttle service conceptual plan. Transit ridership survey , fleet requirements and capital and operating costs shall be provided. All study products shall be provided in electronic format. A conceptual design for the recommended route, map and schedule improvements shall be prepared by the consultant. Promotional material for route enhancements shall be designed under the scope of this project.

The final report shall also include the following information:

- Shuttle Demand Forecast
- Service Concept

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- Survey Results
- Equipment (types of buses that might meet the transportation needs)
- Operating Structure
- Operating Costs
- Sources of Operating Revenues

4.0 Project Schedule

The final design of the project must be completed by April 2015.

5.1 Responses

Firm shall submit one (1) hard copy OR one (1) electronic copy of the response (via email), which shall contain the following information:

1. Scope of services
2. Proposed fees for the scope of work identified herein, broken down by required tasks
3. Total Proposed fees (Price Form attached)

Responses are due on or before the close of business on Friday, December 19th, 2014. Late responses will not be accepted. Responses may be faxed, emailed or delivered to the contact provided below.

Fax: 305-259-1290

Email: KBada@palmettobay-fl.gov

Address: Village of Palmetto Bay
Attn: Kristy Bada
9705 E Hibiscus Street
Palmetto Bay, FL 33157

Questions concerning this request are to be addressed via email to KBada@palmettobay-fl.gov.

Sincerely,



Kristy Bada, Procurement Specialist
Village of Palmetto Bay

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Tel: 305.259.1234 • Fax: 305.259.1290

PRICE FORM



Project Title: **Engineering Services for Comprehensive Operational Analysis (COA) of Village Shuttle Bus Services**

Issued: Monday, December 15, 2014

Due Date: Friday, December 19, 2014

Item No.	Project Name	Total for Professional Services
COA1415	Comprehensive Operational Analysis (COA) of Village Shuttle Bus Services	
	<i>TOTAL</i>	

Signature of Official: _____

Name (typed): _____

Title: _____

Date: _____

Vendor: _____



To: Honorable Mayor and Village Council

Date: February 23, 2015

From: Ron E. Williams, Village Manager

Re: Engineering Services for
Comprehensive Operational
Analysis of Village Shuttle Bus
Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENGINEERING SERVICES FOR COMPREHENSIVE OPERATIONAL ANALYSIS (COA) OF VILLAGE SHUTTLE BUS SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE THIS SPECIALIZED TRANSIT STUDY AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$32,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (Administration)

BACKGROUND AND ANALYSIS:

In December 2004 as per Resolution No. 04-101, the Village of Palmetto Bay contracted with the Corradino Group for the provision of specialized transit services to potentially support the specific needs of our seniors and youth. The study examined the need and cost of a potential circulator transit service for these specific groups. In 2006, the Corradino Group assisted the Village of Palmetto Bay in launching a much-needed intra-Village bus service in full compliance with Miami-Dade County policy, as directed by the staff of the Citizens' Independent Transportation Trust (CITT) and the County Attorney's Office. The service was designed to increase the number of destinations that can be reached via fixed public routes throughout Palmetto Bay and surrounding areas, as well as to connect with Miami-Dade Transit routes and the very popular busway. This initiative is being paid for with funding provided by the People's Transportation Plan (PTP).

The Village of Palmetto Bay currently operates 2 shuttle routes, route A and B, which operate Monday through Friday.

Route A:

10:04 a.m. – 1:50 p.m.

Route B:

7:00 a.m. – 8:52a.m.

2:10p.m. – 5:20p.m.

The Village bus service provides public transportation to parks and other principal locations within the boundaries of the Village. There is no fare when using the Village IBUS service. Riders making connection to Miami-Dade Transit and are expected to pay the appropriate fares at time of transfer.

Several changes to improve ridership and provide better connectivity to Miami Dade Transit routes have been made to the Ibus route over the past eight (8) years. The demographics and implementation of transit routes in the neighboring communities should be evaluated to re-establish the general parameters of the Village's current transit system. A comprehensive analysis of the Village's shuttle bus system is needed to provide insight onto how to evolve our current transit system to best serve not only the residents/visitors and existing riders that currently use the Village's shuttle service but develop/design an integrated feeder/shuttle bus service that connects to Miami-Dade Transit at the busway, and potential travel market from the Village of Pinecrest and the Town of Cutler Bay transit service and those local transit stops within the Village that are currently served by the Miami-Dade transit. The study shall explore the market for shuttle service and determine whether the existing routes should be reconfigured, discontinued or consolidated. The potential for other mechanisms for providing the service, including employer sponsored services, vanpools, ridesharing or demand responsive services shall also be examined.

In response to the Village's needs, the Corradino Group responded to the Department of Public Works request for a proposal to undertake a Comprehensive Operational Analysis (COA) of the Village's current shuttle services.

As per Resolution No. 2013-40 approved on May 6, 2013, the Corradino Group is qualified to provide ongoing transportation engineering services for the Village of Palmetto Bay. The Corradino Group developed the original Palmetto Bay systems and the Cutler Bay transit system and was also instrumental in planning and evaluating the Pinecrest system. The firm planned the US-1 Bus lanes, and has performed the most recent alternatives analysis of the US-1 Corridor, as well as has conducted data collection for all of the South Dade MDT Routes. The Corradino Group has extensive information and local knowledge that will be used to minimize data collection efforts and to better serve the Village during this COA.

The Corradino Group in response to the Village's request provided a proposal to perform a COA as it relates to expeditious and efficient completion of the project described hereunder.

Task 1 – Data Collection

Ridership –conduct comprehensive counts of bus ridership from FY 14-15 for the Village of Pinecrest, Town of Cutler Bay and Miami Dade Transit routes that run within the boundary of the Village. It is anticipated that the successful proposer will not be required to conduct additional counts.

Passenger Survey – A comprehensive passenger survey on all shuttle routes will be conducted to obtain information about the demographics of the riders, trip origin and destination and attitudes about the service. A reasonable sample must be obtained for each route. The survey results will be tabulated and analyzed in a technical memorandum.

Run Time Analysis -- The study shall examine how the shuttles spend their time traveling from route origin to destination, to determine the cause and extent of delays and opportunities for improving running times. Possible rerouting, traffic signal retiming or traffic signal priority to improve running times without negatively impacting ridership shall be examined. The results shall be analyzed in a technical memorandum.

Task 2 -- Study Oversight/Public Outreach

A Steering Committee will be formed consisting of Public Works Transit Operations, Planning and Zoning, Miami-Dade Transit, Village of Pinecrest Transit Operations, and Town of Cutler Bay Transit Operations. The Steering Committee will provide oversight to the study process at key junctures. There will also be meetings to inform the general public about the study and to solicit their input. Publicity for the public meetings will focus on the riders and potential riders of the shuttles. The Village will publicize the meetings and arrange meeting locations. It is estimated that 2 or 3 public meetings will be held. Interviews shall also be conducted with businesses, churches, and public schools to obtain information about origins and destinations of possible commuters. Summaries of all meetings and interviews shall be provided.

Task 3 -- Market Analysis

Using the data and information from Tasks I and II, and additional data sources as necessary, the successful proposer shall determine the market for shuttle service in the Village of Palmetto Bay. A technical memo on the projected demand for service shall be provided.

Task 4 -- Conduct an Individual Route Analysis for each Shuttle Route and Identify Service Improvements/Alternatives

Opportunities to improve service, increase operating efficiency, reconfigure routes, provide new routes and eliminate/consolidate routes shall be determined. The potential for changes in scheduling (i.e. -- time of day, reduced headways, etc.), and span of service shall be evaluated.

The successful proposer shall also identify opportunities for providing alternative service to the existing shuttles that would serve the same markets, such as fixed routes with flexible/fixed schedule traveling in a fixed direction and/or bidirectional. The operating and financial implications of the proposed service changes shall be identified. The frequency of these services, and the types of services offered, may vary to reflect particular demand dynamics, such as season, day of week, and time of day. It is the goal of the Shuttle to provide convenient, user friendly service within the Village of Palmetto Bay in a cost effective manner. The recommendations shall be provided in technical memorandum.

<u>Input</u>	<u>Output</u>
Survey	Demand Analysis
Road Map	Routing + Stops
Standard + Travel Time	Frequency + Timetable
Shuttle Buses +Travel Time	(3) Buses + Scheduling
Operators	Scheduling Drivers
Communication	Caller Information

Advertise Routes

County Transit, Website/E-Current/Facebook, &
Brochures

Pilot Test Routes

Operational Routes

Update

Change Route if Needed

Task 5 – Final Report

The final report shall synthesize information from previous tasks and provide an overall plan for best serving the market for shuttle bus service that connects to Miami-Dade Transit at the busway, and between the Village of Pinecrest and the Town of Cutler Bay. The final report shall consist of an executive summary further detailing existing shuttle conditions and proposed shuttle service conceptual plan. Transit ridership survey and de Fleet requirements and capital and operating costs shall be provided. All study products shall be provided in electronic format. A conceptual design for the recommended route, map and schedule improvements shall be prepared by the consultant. Promotional material for route enhancements shall be designed under the scope of this project.

The final report shall also include the following information:

- a) Shuttle Demand Forecast
- b) Service Concept
- c) Survey Results
- d) Equipment (types of buses that might meet the transportation needs)
- e) Operating Structure
- f) Operating Costs
- g) Sources of Operating Revenues

The Administration is requesting authorization to enter into an agreement with the Corradino Group for the purpose of evaluating the Ibus shuttle service and provide insight into how to develop a transit system that best serve the residents and visitors of Palmetto Bay. Transit is a key issue because alternatives need to be provided as roadway capacity continues to diminish.

FISCAL/BUDGETARY IMPACT:

Twenty percent of the Peoples Transportation Plan money is to go to transit use. The Village budgets this item under "Special Revenue Fund-Transit Sales Tax" in an amount not to exceed \$32,000 in the Fiscal Year 2014-2015.

RECOMMENDATION:

Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ENGINEERING SERVICES FOR COMPREHENSIVE OPERATIONAL ANALYSIS (COA) OF VILLAGE SHUTTLE BUS SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A PROJECT AGREEMENT WITH THE CORRADINO GROUP, INC. TO PROVIDE THIS SPECIALIZED TRANSIT STUDY AND TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$32,000.00; AND PROVIDING FOR AN EFFECTIVE DATE. (Administration)

WHEREAS, in December 2004 as per Resolution No. 04-101, the Village of Palmetto Bay contracted with the Corradino Group for the provision of specialized transit services to potentially support the specific needs of our seniors and youth;; and,

WHEREAS, in 2006, the Corradino Group assisted the Village of Palmetto Bay in launching a much-needed intra-Village bus service in full compliance with Miami-Dade County policy; and,

WHEREAS, the Village of Palmetto Bay currently operates 2 shuttle routes, route A and B, which operate Monday through Friday; and,

WHEREAS, the demographics and implementation of transit routes in the neighboring communities should be evaluated to re-establish the general parameters of the Village's current transit system; and;

WHEREAS, a comprehensive analysis of the Village's shuttle bus system is needed to provide insight onto how to evolve our current transit system to best serve not only the residents/visitors and existing riders that currently use the Village's shuttle service but develop/design an integrated feeder/shuttle bus service that connects to Miami-Dade Transit at the busway, and potential travel market from the Village of Pinecrest and the Town of Cutler Bay transit service and those local transit stops within the Village that are currently served by the Miami-Dade transit.; and,

WHEREAS, the Corradino Group in response to the Village's request provided a proposal to perform a COA as it relates to expeditious and efficient completion of the project; and,

WHEREAS, as per resolution No. 2013-40 approved on May 6, 2013, the Corradino Group is qualified to provide ongoing transportation engineering services for the Village of Palmetto Bay; and,

WHEREAS, the Corradino Group developed the original Palmetto Bay system and the Cutler Bay transit system and was also instrumental in planning and evaluating the Pinecrest system. The firm planned the US-1 Bus lanes, and has performed the most recent alternatives

analysis of the US-1 Corridor, as well as has conducted data collection for all of the South Dade MDT Routes ; and,

WHEREAS, the Administration is requesting authorization to enter into an agreement with the Corradino Group for the purpose of evaluating the Ibus shuttle service and provide insight into how to develop a transit system that best serve the residents and visitors of Palmetto Bay; and,

WHEREAS, the Village budget this item under "Special Revenue Fund-Transit Sales Tax" in an amount not to exceed \$32,000 in the Fiscal Year 2014-2015; 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 execute an agreement with the Corradino Group to provide Transportation Engineering Services to complete a comprehensive analysis of the Village's shuttle bus system in an amount not to exceed \$32,000.

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

PASSED AND ADOPTED this _____ day of March 2015.

Attest: _____
Meighan J. Alexander
Village Clerk

Eugene Flinn
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 Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF AN EXECUTIVE SEARCH FIRM TO ASSIST WITH THE SEARCH FOR A VILLAGE MANAGER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, as the Village Manager position has been filled on an interim basis, the Council directed staff to solicit a Request for Proposals, which responses were publicly opened on March 26, 2015, and four responses were received.

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

Section 1. The following firm is selected to provide assistance to the Village Council and the Village Manager Advisory Committee in the search and selection of a Village Manager:

The Interim Village Manager is authorized to execute a contract, with such advice from the Village Attorney as may be appropriate, for an amount not to exceed \$_____.

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

PASSED AND ADOPTED this _____ day of April, 2015.

Attest: _____
Meighan Alexander
Village Clerk

Eugene Flinn
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

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FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____