RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; SUPPORTING THE 2015 LEGISLATIVE PROGRAM OF THE MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR THE UPCOMING LEGISLATIVE SESSION; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilwoman Karyn Cunningham.)

WHEREAS, in preparation for the coming legislative session, the Village Council is desirous of supporting the legislative agenda of Miami-Dade County Public Schools (MDCPS) and its priorities, to wit: restoring funding the State's investment in K-12 education; revising the Value Adjustment Board with procedural changes; and revising the current assessment system and accountability system to insure fair and equitable accountability reform; and

WHEREAS, the Village Council supports the State Legislature in protecting and educating our children; and,

WHEREAS, the Mayor and Council desire to express their support of the MDCPS Legislative Agenda for 2015.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are incorporated herein by this reference.

Section 2. The Village hereby files its support of the legislative agenda item as identified in the Miami-Dade County Public School 2015 State Legislative Program, which is attached hereto as Exhibit "A"; priorities are noted, as follows:

- **Funding:** Restore the state's investment in K-12 education by increasing the Base Student Allocation (BSA) to at least pre-recession levels of $4,163.47 and the total per student funding of $7,307.90;
- **Value Adjustment Board Structural Changes:** Revise the Value Adjustment Board proceedings to include:
    - Proof of the property owner consent/knowledge of an appeal;
    - Limit appeal rescheduling to only one for good cause;
    - Payment of interest at the market rate; and
    - Require the property appraiser to finish all appeals by June 30th of each year.
- **Fair and Equitable Accountability Reform:** Revise the current assessment system and accountability system to:
    - Provide proper field testing in Florida of the entire new state assessment, not simply sample questions, ensuring the statistical requirements of validity and reliability;
    - Provide a two-year transition of grading districts and schools to allow for field testing and setting appropriate baseline assessment data;

- Authorize alternate methods for assessing learning and achievement for special populations, such as ESE and English Language Learners (ELL) students;
- Ensure two years of language acquisition for EEL students;
- Suspend accountability consequences for another year;
- Provide Florida's statewide assessments in multiple languages as allowed by federal regulations;
- Eliminate the practice of using student performance on a single standardized test as the sole basis of student and school performance; and
- Perform a comprehensive review of the entire assessment program.

Section 3. The Village Clerk shall provide executed copies of this resolution to the Village's lobbyist, and to the Florida Legislature, the Mayor of Miami-Dade County, each member of the Miami-Dade Board of County Commissioners, each member of the Miami-Dade County School Board, as well as each municipal clerk in Miami-Dade County for the purpose of distributing copies to members of their respective governing councils.

Section 4. This resolution shall be effective immediately upon its adoption.

PASSED and ADOPTED this ____ day of January, 2015.

Attest: _____ _____

Meighan J. Alexander — Eugene Flinn
Village Clerk — Mayor

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

MIAMI-DADE COUNTY PUBLIC SCHOOLS

2015 STATE LEGISLATIVE PROGRAM

GOAL STATEMENT

The Florida Legislature should establish a five-year strategic plan to restore, stabilize, and increase funding through the Florida Education Finance Program (FEFP) to achieve at least the national average in per pupil expenditures to provide the highest quality education and to enable all of our students to be empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

2015 LEGISLATIVE PRIORITY POSITIONS

FUNDING:

Restore the state's investment in K-12 education by increasing the Base Student Allocation (BSA) to at least pre-recession levels of $4,163.47 and the total per student funding of $7,307.90.

Revise the Value Adjustment Board proceedings to include:

- Proof of the property owner consent/knowledge of an appeal;
- Limit appeal rescheduling to only one for good cause;
- Payment of interest at the market rate; and
- Require the property appraiser to finish all appeals by June 30th of each year.

Amend state statutes to allow school districts to levy the Prior Period Funding Adjustment Millage based on the property appraiser's estimate of the prior year gross taxable value.

Modify the penalty for non-compliance with the constitutional class size requirement to be based on the school-wide average for *all* public schools.

Conduct an impartial third-party study to develop a cost of education index which focuses on cost differences integral to K-12 public school district operations reflecting such costs as average teacher salaries, health insurance for employees, property insurance per FTE, and transportation costs per FTE.

Increase funding for Safe Schools and revise allocation formula so that each district's allocation is equal to fifty percent of prior year eligible district expenditures.

Fully fund the infrastructure cost and the acquisition of computers for the mandated expansion of computer-based administration of statewide testing, and the digital content conversion required by 2015-2016.

Provide school districts funding to cover the full cost of offering dual enrollment courses through incentive funding to school districts/schools that offer such programs and have successful completion of dual enrollment courses by students.

Fully fund and allow school districts to determine locally how to ensure the lowest performing schools/students receive additional instructional time by either extending the school day or extending the school year.

Amend F.S. 1011.61 to fully fund programs taken by students beyond the 1.0 FTE cap or 25 hours a week such as virtual classes outside the traditional school day and year.

Eliminate the statutory provision requiring the passage of end-of-course assessment for funding purposes.

Amend F.S. 1008.36 related to Florida School Recognition Program requiring FLDOE to distribute funds to eligible schools only after all school letter grades are released.

Fully fund the development of end-of-course (EOC).

Oppose the imposition of unfunded, state-mandated expenditures.

ACCOUNTABILITY REFORM:

Revise the current assessment system and accountability system to:

- Provide proper field testing in Florida of the entire new state assessment, not simply sample questions, ensuring the statistical requirements of validity and reliability;
- Provide a two-year transition of grading districts and schools to allow for field testing and setting appropriate baseline assessment data;
- Authorize alternate methods for assessing learning and achievement for special populations such as ESE and English Language Learners (ELL) students;
- Ensure two years of language acquisition for ELL students;
- Suspend accountability consequences for another year;
- Provide Florida's statewide assessments in multiple languages as allowed by federal regulations;
- Eliminate the practice of using student performance on a single standardized test as the sole basis of student and school performance; and
- Perform a comprehensive review of the entire assessment program.] ADDED

Reinstate a special education diploma for students with disabilities.

Ensure charter and private schools receiving public monies adhere to the same teacher certification, student placement, and progression policies to ensure compliance with federal and state accountability requirements.

CAPITAL FUNDING:

Establish a long-term, stable, and recurring revenue source sufficient to fulfill the state's educational facility needs.

Restore the allowable discretionary voted capital outlay millage by .10 mills annually until restoration of the full 2 mills.

Oppose any diversion of Local Discretionary Capital Outlay levy revenue from traditional public schools to charter schools.

Fully fund the Public Education Capital Outlay Program that involves construction and maintenance programs for public school districts and ensure that school districts receive their fair share.

SCHOOL READINESS:

Support state funding for a high-quality, full-day Voluntary Pre-K (VPK) program.

CHARTER SCHOOLS:

Repeal the requirement to use the standard charter contract.

Oppose any changes to current requirements regarding charter conversion of traditional public schools that dilute the role of parents, teachers, and community stakeholders.

Support capital funding for charter schools that:

- Creates neither a reduction of funding to traditional public schools in operating or capital funding nor a requirement for additional taxing mandate on the local school district;
- Requires public input; and
- Protects taxpayers' investment ensuring that capital funding be spent only on assets that can be returned to the public school district.

Establish a level playing field for traditional public schools by extending the current statutory flexibility such as the exemption from State Education Required Facilities (SREF), categorical funding, accountability, class size reduction compliance and related penalties assessed on charter schools.

Clarify that a charter school contract automatically terminates after a charter school has exhausted all of its administrative appeals after receiving two consecutive grades of F or upon voluntary closure.

Allow school districts with charter school enrollment exceeding 15 percent to limit approvals of charter school applications through a Request for Proposal (RFP) process to locate in areas of highest need or through the formulation of district/charter collaborations.

Allow charter schools to weight low-income and educationally disadvantaged applicants in admissions lotteries as recommended by the U.S. Department of Education guidance to create more integrated schools.

Improve safeguards of tax payer investments and transparency between traditional public schools and charter schools, including, but not limited to, implementing the following safeguards:

- Require charter school applications and lotteries be monitored by the local school board, or an appropriate independent entity, to ensure a fair, equitable, and transparent process for all students;
- Allow local school districts to negotiate an appropriate usage fee based on market comparables;
- Require funding to follow the student when transferring between charter and traditional public schools during the school year;

- Establish financial disclosure standards and requirements for charter school officers and related parties involved in financial decision making, similar to traditional public school standards;
- Require the state to create a pre-qualification process for charter school applicants; and
- Require the same standards of governance, conduct and ethics for public officials to apply to charter school governing board members, charter school corporate officers and employees.

TEACHER PREPARATION/COMPENSATION:

Require teacher certification to meet the requirements of No Child Left Behind (NCLB) and align state standards to ensure that teachers are highly qualified in content areas as well as in pedagogy.

Educational program needs must include the ability for instructional staff to be qualified in order to certify students in vocational areas for industry-certified programs.

Amend state statutes related to the Student Success Act to clarify that:

- Only one annual evaluation is required for teachers; and
- Provide for annual supplements in lieu of base salary increases for highly effective teachers only.

Provide a three-year transition for student growth measures to become part of the teacher evaluation system as the Florida State Assessment (FSA) and local end-of-course exams are developed and implemented.

Allow districts to use FSA Reading/Math and/or school-wide data for instructional staff with no assessment until such time as local valid and reliable assessments have been developed.

SAFETY:

Require that the Florida High School Athletic Association make literature available to parents on the importance of having a cardiovascular assessment such as an EKG performed on student athletes and pursue mandatory screening prior to participation in any organized sports.

FACILITIES:

Provide local school districts the flexibility to use the Florida Building Code in lieu of the State Requirements for Educational Facilities.

WORKFORCE DEVELOPMENT:

Support legislation that attempts to strengthen the role of technical centers in the development of a skilled workforce.

Include representatives from the secondary schools' career and technical education programs in the state's Articulation Coordinating Committee.

VIRTUAL EDUCATION:

Modify the requirement to offer three different virtual offerings to students.

POLICY STATEMENTS:

Funding

Fully fund class size reduction requirement while providing increases to the Base Student Allocation (BSA) and other components of the FEFP.

Examine Florida's tax structure and phase out sales tax exemptions for non-essential goods and services; ensure that internet sales remit necessary sales tax to Florida.

Support maximum flexibility in the use of categorical funds.

Maintain the integrity of the FEFP and equity of funding among school districts.

Oppose any prescribed expenditure such as the "65 percent solution" as a mandate in the Florida Constitution and further oppose any such legislation, unless established as a spending goal with the definition of expenditures to include all instructional support expenditures.

Oppose compression of the Discretionary Millage.

Support equivalent supplemental funding for the participation and the attainment of a diploma for Advanced Placement, Cambridge (AICE) and International Baccalaureate programs.

Maintain the current required employers' contribution rate to the Florida Retirement System by absorbing any planned increase in local employer's contribution.

Oppose legislation that increases the sovereign immunity liability limits on governmental agencies.

Commit to long-term funding stability for teacher performance pay and teacher evaluation systems.

Provide maximum flexibility with the funds appropriated.

Allow school districts to locally establish contract provisions inclusive of cost structures with postsecondary institutions related to the delivery of dual enrollment.

Increase ESE per pupil funding to account for both student growth and inflationary cost particularly in level 254 and 255 to provide early identification and intervention services for students with autism.

Support grant funding to create new and innovative programs and academies.

Capital Funding

Provide adequate school construction funding to support new and existing facilities, technology, maintenance, land acquisition and class size reduction needs through the establishment of long-term, stable and recurring revenue sources to fulfill the state's educational facility needs.

Oppose any further reduction in capital millage available to school districts for the purpose of balancing the operating budget.

Oppose any attempt to equalize the capital outlay levy.

Oppose the deletion of impact fees unless replaced with another revenue source.

Expand the allowable use of a locally voted upon sales tax to include operating expenses that maintain, renovate, or repair existing school facilities or maintain, secure, or upgrade school technology equipment.

Governance

Oppose legislation that subverts district governance of constitutionally elected local school boards and elected or appointed superintendents.

Oppose legislation that modifies the governance structure of The School Board of Miami-Dade County, Florida.

Oppose legislation that breaks up large school districts.

Choice

Support increased accountability measures for all publicly funded school choice options.

Oppose all publicly funded programs that lack equitable and sufficient accountability measures.

Oppose implementation of additional or any increases in funding for voucher programs while requiring more accountability from schools receiving Florida Tax Credit Scholarship (FTCS) funding.

Academics

Support legislation that will require high-quality training in reading and English language development for teachers responsible for instructing English Language Learners (ELL).

Support the development of high-quality English Language Proficiency (ELP) standards.

Oppose legislation that would limit offering gifted programs to eligible high school students.

Support legislation that delays Academic Scholarship Signing Day until May of each year.

Support legislation that ensures that Florida State Assessment (FSA) testing not be administered during religious holidays.

Require the state to provide a minimum of one-year lead time on new state requirements for school districts.

Maintain the current dual delivery system of post-secondary programs.

Support amending F.S. 1009.534 and 1009.535 adding the attainment of the Advanced Placement Capstone diploma as one of the eligibility requirements for Florida Bright Futures Scholarship Program.

Create a statewide taskforce for Hispanic Heritage Education modeled after the African-American History taskforce. ADDED

Student Safety

Support legislation that proposes a "slowing down zone" within an area prior to entering a school zone.

Support funding to provide training for students, parents, teachers, school administrators, counseling staff, and volunteers to learn how to recognize behaviors that lead to bullying and harassment.

Ensure any casino authorized in Florida is at least 1,000 feet from a school or land designated for school purpose.

MIAMI-DADE COUNTY PUBLIC SCHOOLS

2015 FEDERAL LEGISLATIVE PROGRAM

MISSION/GOAL STATEMENT

Provide the highest quality education so that all of our students are empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

As the first session of the 114th Congress convenes, we urge the President and Congress to reaffirm their commitment to our nation's children by reinvesting in public education.

FEDERAL EDUCATION RESOURCES

Increase the federal investment in public education to fully fund the implementation of the Elementary and Secondary Education Act (ESEA) and Individuals with Disabilities Education Act (IDEA).

Increase federal entitlement funding to school districts such as Title I appropriations for disadvantaged students, Title II for improving teacher and principal training and recruiting, or Title III for English Language Learners (ELLs).

Support reform of formula funding disparities which hinder resources from reaching the nation's poorest students.

Support the reauthorization of the Terrorism Risk Insurance Act (TRIA) ensuring that the federal government would share some of the losses with the insurance market should a significant event occur ensuring insurance coverage affordable and available to local governments.

ELEMENTARY AND SECONDARY EDUCATION ACT (NO CHILD LEFT BEHIND)

Reauthorize and modify the Elementary and Secondary Education Act (No Child Left Behind Act 2001) to:

- recognize student progress in lieu of the current all-or-nothing approach and recognize degrees of progress for schools;
- allow state flexibility to provide two years of language acquisition, prior to ELL students' performance be included in the state accountability results;
- eliminate sanctions associated with not meeting adequate yearly progress;
- ensure fair accountability by providing flexibility for special education and ELLs and other formula adjustments and by requiring identical tests for Title I and Title III students in non-public schools;
- Include other indicators for accountability such as dual enrollment industry certification and Advanced Placement (AP) courses, graduation rates, and

dropout attendance suspensions in determining Adequate Yearly Progress (AYP) and align accountability standards with those in the School Improvement grant;

- reward and retain quality teachers by supporting measures that raise pay for teachers in fields with shortages and/or in high-need communities; that create career ladder paths; and that assist with rising housing costs;
- establish new qualification requirements for teachers and paraprofessionals to ensure that teachers be highly skilled in content areas, as well as in pedagogy;
- allow districts to use Supplemental Education Services (SES) funds to provide tutoring to eligible students, as well as pay for monitoring and other implementation costs out of the required 20% set-aside, and ensure that public schools not be unfairly prevented from providing remedial services to students;
- require that funding to SES private providers be contingent on outcomes on norm-referenced assessments developed and administered by the state and/or the district; and
- allocate immigrant funds under Title III based on the number of recently arrived foreign-born students.

EARLY CHILDHOOD EDUCATION

Support increased funding for the Head Start Program and appropriate early education standards for Head Start that are aligned with state academic content standards designed to ensure school readiness.

Support federal funding to develop, expand, and enhance quality voluntary preschool programs while ensuring the adoption of developmentally appropriate early education standards that are aligned with state K-12 academic content standards.

Support the Early Learning Challenge Fund or similar legislation that encourages states to develop effective, innovative child care delivery models that promote high quality childhood education programs and ensure school readiness.

IMMIGRATION IMPACT

Address the financial impact of federal immigration policies on local school districts for increased demand for immigrant education and integration programs by supporting the Refugee and Entrant Assistance Program's under the Targeted Assistance and Immigrant Education allocation serving foreign-born students and their families.

Support federal funding directly to school districts to address the burdensome costs of serving the needs of unaccompanied children arriving at our schools to ensure districts operational readiness.

Support provisions of a comprehensive immigration bill that supports English language literacy, and technical training as well as the DREAM Act or similar legislation that would provide immigration relief to a select group of students who grew up in the United States, who have good moral character, and who are pursuing a college education or have enlisted in the military.

SCHOOL NUTRITION

Support increased federal reimbursement rates to more accurately reflect the cost of producing a healthy school meal, including making the six cent certification permanent.

Provide program funds to support the costs of food service employees receiving training and professional development to adhere to and enhance the effective implementation of the Healthy Hunger Free Kids Act and Nutrition Education and Wellness Plans.

Support a tiered system of income eligibility guidelines and reimbursement rates by taking into account the varying costs of living in communities throughout the nation.

MEDICAID REIMBURSEMENT

Oppose any policy revisions to restrict school-based reimbursement for administration expenditures and certain transportation costs for services provided to low-income children with disabilities.

SCHOOL CONSTRUCTION/RENOVATION

Support supplemental allocations for large school districts with high levels of free and reduced-price lunch participants to implement "green" sustainable projects, including upgrading technology infrastructure, replacing school buses or maintenance vehicles to improve operational efficiency and to reduce the carbon footprint, and extending the useful life of existing school buildings by eliminating adverse indoor environmental conditions that are not conducive to learning.

TECHNOLOGY IN SCHOOLS

Support increased resources with local flexibility and expand eligible expenditures to include educational linkage beyond the school for the Universal Service Fund Program (E-Rate) and streamline refund procedures to provide schools and libraries with affordable access to state-of-the-art networking and telecommunications technology.

Increase E-Rate funding to help school districts and libraries achieve and maintain universal broadband service.

WORKFORCE PREPARATION

Support increased funding to meet the demands for workforce skills development under the Workforce Innovation and Opportunity Act (WIOA), — the Carl T. Perkins Career and Technical Education Improvement Act, and new federal workforce initiatives that minimize barriers to service coordination, and safeguard the needs of all US workers, including low-literacy and disadvantaged populations.

Preserve the role of district-operated adult education and job training programs.

HEALTH CARE

Retain tax-advantaged status of employee and employer contributions for healthcare premiums and costs including Health Savings Accounts (HSA) and Health Reimbursement Accounts (HRA) as well as Flexible Spending Accounts (FSA).

PERSONNEL

Enhance resources to recruit, develop, and retain highly qualified teachers in fragile or low-performing schools.

STUDENT SAFETY

Support legislation that provides supplemental resources to assist school districts in deferring internet crime and cybercrime through awareness and promotion prevention to our students, teachers, and parents.

Support federal funding to local law enforcement and school districts to ensure that schools have well-trained and equipped police personnel to protect children while in schools.

Increase funding for safe and drug-free school initiatives to implement and expand interventions that focus on reducing disruptive and aggressive behaviors and strengthen students' emotional and behavioral competencies.

To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Public Infrastructure Grant Application

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSION ("BCC") FOR A PUBLIC INFRASTRUCTURE PROJECT IN THE FUTURE PALMETTO BAY DOWNTOWN; URGING THE BCC TO ALLOCATE ALL AVAILABLE FUNDING FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND TO THE VILLAGE GRANT; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

In 2004, the Board of County Commissioners ("BCC") approved $2.9 billion as part of the General Obligation Bond program. A portion of that funding was reserved for economic development projects, and several infrastructure projects have been funded to date. The BCC is looking to allocate the remaining funds to projects that serve a public purpose, preferably infrastructure projects.

Recently, the Village embarked on its downtown revitalization initiative. The effort is intended to redevelop the area and spur economic development and job creation that will be of benefit to the South Miami-Dade County area. The Shores at Palmetto Bay, LLC, is one of the first developers with a planned project in the future downtown area. The company has submitted a grant proposal to the BCC for its "Parkside at Palmetto Bay" project, which is consistent with the Village's goals for the downtown area. At the Village Council's request, Staff met with county staff to discuss the grant. The county's recommendation was to enhance the project scope to include a public component, consisting of infrastructure improvements in the area. The improvements will be on Village-owned right-of-ways and property and all grant funding allocated to the project will be spent on public infrastructure. The scope will be better defined once the county allocates funding for the project and the village begins its negotiations with the County and the property owner. All negotiated items and documents, as well as the plans conceived for the project will be brought back to the Village Council for the Council's final approval.

FISCAL/BUDGETARY IMPACT:

The fiscal impact will be determined once the County's grant allocation has been approved and the grant scope has been defined. This information will be brought back to the Village Council for consideration and final approval.

RECOMMENDATION:
Approval is recommended.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSION ("BCC") FOR A PUBLIC INFRASTRUCTURE PROJECT IN THE FUTURE PALMETTO BAY DOWNTOWN; URGING THE BCC TO ALLOCATE ALL AVAILABLE FUNDING FROM THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND TO THE VILLAGE GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay recently embarked on a downtown revitalization initiative intended to spur economic development and job creation that will benefit the South Miami-Dade County area; and,

WHEREAS, Shores at Palmetto Bay, LLC has planned the "Parkside at Palmetto Bay" project, consistent with the Village's goals for the area, and has submitted a grant to the BCC for review; and,

WHEREAS, the Village is supportive of such project and desires to enhance the scope of the grant to include a public component, consisting of infrastructure improvements for the area on Village-owned right-of-ways and property; and,

WHEREAS, in the event that the allocation for the Village grant is approved by the BCC, all grant-related plans and documents will be brought back to the Village Council for final approval.

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 hereby authorized to submit a grant application to the Miami-Dade County Board of County Commission for a public infrastructure project in the future Palmetto Bay downtown on Village-owned right-of-ways and property.

Section 2. The Board of County Commission is urged to allocate all available funding from the Building Better Communities General Obligation Bond project to the Village project.

Section 3. This Resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED this _____ day of January, 2015.

Additions shown by underlining and deletions shown by ~~overstriking~~.

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 _____

Additions shown by underlining and deletions shown by ~~overstriking~~.

To: Honorable Mayor and Village Council

Date: December 29, 2014

From: Ron E. Williams, Village Manager

Re: Roadway Resurfacing and Striping of Public Roadways

RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000024 ROADWAY RESURFACING AND STRIPING; AUTHORIZING H & J ASPHALT, INC., TO CONTINUE PROVIDING ROADWAY RESURFACING AND STRIPING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $300,000.00 IN FY 2014-15; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Department of Public Works is responsible for the inventory, inspection and resurfacing of Village roadways. In an effort to continue to improve the overall condition and quality of the existing roadways and to provide a safe pathway for vehicular travel, a contractor specializing in pavement and required striping with markings is required. The Roadway Resurfacing Program is an on-going project and the issue of pavement maintenance continues to be of high priority. Neighborhoods as identified in our plan are in need of resurfacing and as roadways are resurfaced pavement markings become necessary for safety and lane identification. Funding is budgeted on an annual basis for the Department of Public Works to continue to improve roadways conditions through ongoing resurfacing projects. Resident input and visual inspections by Public Works staff are also identified and prioritized for resurfacing and/or pavement markings. The approved contractor is responsible for resurfacing, striping placement and deletion of old pavement markings.

A competitive bid process was followed for construction services for street resurfacing with the issuance of Invitation to Bid No. 2011-PW-103. As per Resolution No. 2011-23, adopted April 4, 2011, the Village of Palmetto Bay Council approved the selection of H&J Asphalt, Inc. to provide street resurfacing construction services for a period of three (3) years with the option the renew one (1) additional twelve (12) month period. H&J Asphalt, Inc. has

provided the Village of Palmetto Bay with street resurfacing construction services for three (3) consecutive years. At this time, Village Administration would like to exercise its option to renew contract No. 000024 for one (1) additional twelve (12) month period. In FY 2014-2015 the Department anticipates expending $300,000 for roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement markings as described in the bid scope of services. The Village expended $209,800 to resurface approximately 26,890 linear feet of two lane roadways in FY2013-2014 and including lifting numerous manholes, striping, and the installation of reflective pavement markings.

The Department of Public Works recommends that it is in the best interest of the Village to continue the contract with H&J Asphalt, Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested street resurfacing in accordance with Invitation to Bid No. 2011-PW-103. H&J Asphalt, Inc. has agreed to continue providing the Village with roadway resurfacing services including lifting manholes, striping, and the installation of reflective pavement markings in FY 14-15 in accordance with the terms and conditions detailed in Contract No. 000024. The Administration is requesting authorization from the Village Council to continue the agreement with H&J Asphalt, Inc. for roadway resurfacing and striping services in the Village of Palmetto Bay for an amount not to exceed $300,000 in Fiscal Year 2014-2015.

FISCAL/BUDGETARY IMPACT:
The Village budgets this item under "Special Revenue Transportation Fund- Roadway and Traffic Improvements" for an amount not to exceed $300,000 in Fiscal Year 2014-2015.

RECOMMENDATION:
Approval is recommended.

RESOLUTION NO. _____

RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT NO. 000024 ROADWAY RESURFACING AND STRIPING; AUTHORIZING H & J ASPHALT, INC., TO CONTINUE PROVIDING ROADWAY RESURFACING AND STRIPING IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY WITHIN THE VILLAGE OF PALMETTO BAY; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $300,000.00 IN FY 2014-15; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Public Works is responsible for the inventory, inspection and resurfacing of Village roadways; and

WHEREAS, funding is budgeted on an annual basis for the Department of Public Works to continue to improve roadways conditions through ongoing resurfacing projects; and

WHEREAS, resident input and visual inspections by Public Works staff are also identified and prioritized for resurfacing and/or pavement markings; and

WHEREAS, the approved contractor is responsible for resurfacing, striping placement and deletion of old pavement markings; and

WHEREAS, a competitive bid process was followed for construction services for street resurfacing with the issuance of Invitation to Bid No. 2011-PW-103; and

WHEREAS, as per Resolution No. 2011-23, adopted April 4th, 2011, the Village of Palmetto Bay Council approved the selection of H&J Asphalt, Inc. to provide street resurfacing construction services for a period of three (3) years with the option to renew one (1) additional twelve (12) month period; and

WHEREAS, H&J Asphalt, Inc. has provided the Village of Palmetto Bay with street resurfacing construction services for three (3) consecutive years; and

WHEREAS, Village Administration would like to execute its option to renew contract No. 000024 for one (1) additional twelve (12) month period; and

WHEREAS, in FY 2014-15 the Department anticipates expending $300,000 for roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement markings as described in the bid scope of services; and

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to continue the contract with H&J Asphalt, Inc., which submitted the lowest, most inclusive and responsive bid to provide street resurfacing improvements in accordance with Invitation to Bid No. 2011-PW-103; and

WHEREAS, H&J Asphalt, Inc. has agreed to continue providing the Village with roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement markings in FY 14-15 in accordance with the terms and conditions detailed in contract No. 000024; 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 continue the agreement with H&J Asphalt, Inc. for roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement markings in the Village of Palmetto Bay for an amount not to exceed $300,000.

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

PASSED and **ADOPTED** this ____ day of January 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 _____

November 25th, 2014

Jorge Lorenzo
President
H & J Asphalt, Inc.
4310 NW 35 Avenue
Miami, FL 33142

Re: Contract No. 000024 with H & J Asphalt, Inc.
for Street Resurfacing Services

Dear Mr. Lorenzo,

On April 4th, 2011, Village of Palmetto Bay Council approved Resolution No. 2011-23, relating to Street Resurfacing Services for the Village of Palmetto Bay.

Pursuant to Section 2.0 § 2.2 Term of Contract, the term of the contract shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional two (2) one (1) year terms. Such extension of service may be granted provided you are in compliance with the agreement and you agreeing to maintain the same terms and conditions of the contract. At this time, the Village is extending to you the offer to exercise the second and final of the two (2) available one (1) year extension options. Once accepted by your company, the item will be presented to Village Council at the January 5th, 2015, Council Meeting. Contingent upon Council approval, the continuation term of the subject contract will be for Fiscal Year 2014-2015.

Please indicate your company's concurrence of this contract continuance by executing this form and returning to Kristy Bada, Procurement Specialist in the enclosed self-addressed envelope. Should you need further information, please feel free to contact our office at (305) 259-1266.

H & J Asphalt, Inc.

Approved
Jorge Lorenzo
President

Disapproved
Jorge Lorenzo
President

Sincerely,

Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

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

AGREEMENT ("CONTRACT")

BETWEEN OWNER AND CONTRACTOR

THIS CONTRACTOR is dated as of the 22nd day of June, in the year 20 11, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the "OWNER" or VILLAGE"), and H&J Asphalt Inc. (hereinafter sometimes called the "CONTRACTOR").

Article 1. **WORK.** CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

> Street Resurfacing for the Village (Contract No.2011-PW-103) includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, machinery and incidentals required to provide street resurfacing in the Village of Palmetto Bay.

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

VILLAGEWIDE STREET RESURFACING

Article 2. CONTRACT TIME.

2.1 The Work will be completed within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.21 of the General Conditions. Substantial completion within 60 calendar days and Final completion within 90 calendar days from notice to proceed.

2.2. Liquidated Damages. OWNER and CONTRACTOR 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. They also recognize the expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not substantially or finally complete on time. CONTRACTOR 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 CONTRACTOR agree, that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Thousand Two Hundred and 00/100 dollars ($1,200.00) for each day that expires after the time specified in Paragraph 3.1 for Final Completion. Liquidated damages shall be deducted from the CONTRACTOR's Final Application for Payment. However, if at the time of the CONTRACTOR's Final Application for Payment, CONTRACTOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then CONTRACTOR shall pay any amount due within 10 days of written demand by OWNER.

Article 3. CONTRACT PRICE.

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

3.2 The estimated expenditures for this contract are two hundred and fifty thousand dollars ($250,000). This is an estimated amount; however, the Village may increase or reduce the amount of this contract based on availability of budgeted funds. The total estimated expenditures include the budget for the Public Works Department road paving and repair.

Contract Price: $250,000.00

Contract Price (in words):
Two Hundred and Fifty Thousand

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Section 2.8 of the Special Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

4.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by Village of Palmetto Bay, on or before the 28th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided in paragraph 2.8 of the Special Conditions and the requirements of the Contract Documents.

4.1.1 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.

4.2. Final Payment. Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.8 of the Special Conditions.

Article 5. INTEREST. Not Applicable

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR's competence as a licensed General Contractor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's observations with the Contract Documents; and (f) at CONTRACTOR'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 CONTRACTOR 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.

6.2 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the work, including but not limited to those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric, power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Village on the site or any contiguous site, as well as from information presented by Drawings and Specifications made part of this Contract, or any other information made available to them prior to receipt of bids. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating property the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Contractor

on the basis of the information made available by the Village.

Article 7. CONTRACT DOCUMENTS.

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

7.1. This Contract
7.2. Exhibits to this Contract
7.3. Bid Forms and Bid Bonds (Performance and Payment)
7.4. Notice of Intent to Award
7.5. Notice to Proceed
7.6. General Conditions
7.7. Special Conditions
7.8 Scope of Work
7.9. Specifications and Special Provisions
7.10. Addenda (s)
7.11. CONTRACTOR'S BID
7.12 Documentation submitted by CONTRACTOR prior to Notice of Intent to Award
7.13. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
7.14. Advertisement for Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1. Terms used in this Contract which are defined in Article 1 shall have the meanings indicated in the General Conditions.

8.2. 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.

8.3. OWNER and CONTRACTOR 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.

8.4. This Contract may be executed in counterparts.

8.5 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.

8.6 The OWNER shall retain the ownership of all shop drawings and design drawings

once payment therefore is made.

8.7 OWNER and CONTRACTOR 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.

IN WITNESS WHEREOF, the parties hereto have signed 3 copies of this Contract. At least one counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on OWNER'S behalf.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

BY

RON E. Williams
Print Name

Village Manager
Title

WITNESS

Cornice E. Patterson
Print Name

(CORPORATE SEAL)

CONTRACTOR

H&J Asphalt, Inc.

ADDRESS

4310 NW 35 Avenue

Miami, FL 33142

BY

Jorge Lorenzo
Print Name

Vice President
Title

WITNESS

Karen Vasquez
Print Name

(CORPORATE SEAL)

END OF SECTION

Meighan J. Alexander, Village Clerk

Eve A. Boutsis, Village Attorney

END OF SECTION

H & J ASPHALT, INC.

4310 NW 35th AVENUE
MIAMI, FL. 33142
PHONE: 305-634-3342 FAX: 305-634-3313
hjasph@bellsouth.net

May 5, 2011

Village Of Palmetto Bay
PUBLIC WORKS Dept.
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Attention: Kristy Bada
Public Works Department
Administrative Assistant

Re: Project # 2011-PW-103

Dear Mr. Kristy :

As per you request, H&J Asphalt, Inc. is submitting you the following items listed below:

1. One copy of Performance and Payment Bond as required in Contract No. 2011-PW-103.
2. Letter from Bonding Agent granting Village of Palmetto Bay authorization to date the Performance & Payment Bond.
3. Three Originals copies of the Agreement between owner and Contractor.

If you have any question, please do not hesitate to contact me.

Sincerely,

Jorge Lorenzo
Vice-President/H & J Asphalt, Inc.

BREEN RAGLAND GROUP
Commercial Insurance & Bonds

May 4, 2011

Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, FL 33157

RE: *Authority to Date Bonds and Powers of Attorney*
Principal: H & J Asphalt, Inc.
Bond No.: 2616990

Project: Village wide street resurfacing

To whom it may concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the dated bonds to our office.

Sincerely

GREAT AMERICAN INSURANCE COMPANY

Brett A Ragland

Brett A. Ragland
Attorney-in-fact

255 Primera Blvd. Suite 434, Lake Mary, Florida 32746 | PH 407.833.0300 | FX 407.333.3277

www.breenragland.com

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 20045

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
BRETT RAGLAND	LAKE MARY, FLORIDA	$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of AUGUST, 2010.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of AUGUST 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of May, 2011.

S1029Y (10/08)

Assistant Secretary

Front Page of Bond No. 2616990
Issued in Accordance with Florida Statute 255.05
For Public Work

CONTRACTOR:	**H & J Asphalt, Inc.** 4310 NW 35th Avenue Miami, FL 33142 (305) 634-3342
SURETY COMPANY:	**Great American Insurance Company** 580 Walnut Street Cincinnati, OH 45202 (513) 369-5000
OWNER NAME:	Village of Palmetto Bay 9705 E Hibiscus Street Palmetto Bay, FL 33157
CONTRACTING PUBLIC ENTITY: (If different from the owner)	N/A
BOND AMOUNT:	$447,106.85
CONTRACT NO., PROJECT:	Village wide street resurfacing
PROJECT LOCATION and/or LEGAL DESCRIPTION	

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

This is the front page of the bond, regardless of any page number(s) that may be pre-printed thereon.

PERFORMANCE BOND

PROJECT TITLE: Villagewide Street Resurfacing (the "Project")
CONTRACTOR:
CONTRACT NO: 2011-PW-103 **CONTRACT DATED:**

STATE OF § Florida
§
COUNTY OF § Seminole

KNOW ALL MEN BY THESE PRESENTS: That by this Bond, we, H & J Asphalt, Inc. Of the Village of Miami, County of Dade, and State of Florida, as Principal, and Great American Insurance Company, authorized, licensed and admitted to do business under the laws of the State of Florida to act as Surety on bonds, as Surety, are held and firmly bound unto The Village of Palmetto Bay, as Obligee, in the penal sum of Four Hundred Forty Seven Thousand One Hundred Six Dollars and 85/100 Dollars ($447,106.85) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the _____ day of _____, 20____, for the construction of the Traffic Calming Improvements (the "Project"), which Contract is by reference made a part of this Bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever Principal shall be declared by Obligee to be in default under the Contract, Obligee having performed Obligee's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completion of the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsive, responsible bidder, or, if Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsive, responsible bidder, arrange for a contract between such bidder and Surety for completion of the Contract in accordance with its terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding the amounts set forth in the first paragraph hereof.

The term "balance of the Contract price" as used in this Bond, shall mean the total amount payable by Obligee to Principal under the Contract and amendments thereto, less the amount paid by Obligee to Principal and less amounts withheld by Obligee pursuant to its rights under the Contract.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, successors, executors or administrators of the Obligee.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20___.

Witness: _____

Principal H & J Asphalt, Inc.

By: _____

Name: Jorge Lorenzo
(Print)

Title: Vice-President

Address: 4310 NW 35th Ave.

Miami, FL 33412

Witness: Jeanne Miller

Surety Great American Insurance Company

By: Brett A Ragland

Name: Brett A. Ragland
(Print)

Title: Attorney in Fact

Address: 580 Walnut Street

Cincinnati, OH 45202

The name and address of the Resident Agent for service of process on Surety is:

Name: Brett A. Ragland

Address: 200 Colonial Center Parkway #200 Lake Mary, FL 32746

Phone: 407-833-0300

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND

Bond # 2616990

PROJECT TITLE: Villagewide Street Resurfacing (the "Project")
CONTRACTOR:
CONTRACT NO: 2011-PW-103 **CONTRACT DATED:**

STATE OF § Florida
§
COUNTY OF § Seminole

KNOW ALL MEN BY THESE PRESENTS: That, by this Bond, we H & J Asphalt, Inc., of the Village of Miami, County of Dade, State of Florida, as Principal, and Great American Insurance Company, a corporation, authorized, licensed and admitted to do business under the laws of the State of Florida, as Surety, are held and firmly bound to the Village of Palmetto Bay, as Obligee, in the sum of $ 447,106.85 for the payment of which Principal and Surety bind ourselves our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THE BOND is that if Principal:

1. Promptly makes payments to all lienors or other claimants supplying labor, material, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the Contract between Principal and Obligee (the "Contract") for construction of the Street Resurfacing, the Contract being made a part of this Bond by reference; and

2. Pays Obligee all loss, damage, expenses, costs, and attorneys' fees, including appellate proceedings that Obligee sustains because of default by Principal under this Bond; then this Bond is void; otherwise, it remains in full force.

Any changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder, and compliance or noncompliance with formalities connected with the Contract or with the changes do not affect Surety's obligations under this Bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions in or under the Contract, Contract Documents, plans, specifications and/or drawings, or the work to be performed thereunder.

This Bond is filed in accordance with Section 713.23, Florida Statutes, and/or Section 255.05, Florida Statutes, whichever or both as may be applicable.

DATED on _____, 20____.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day

of _____, 20___.

Witness: _____

Witness: _____

Principal H & J Asphalt, Inc.

Surety Great American Insurance Company

By: _____

By: _____

Name: Jorge Lozano
(Print)

Name: Brett A. Ragland
(Print)

Title: Vice-President

Title: Attorney In Fact

Date: _____

Date: _____

Address: 4310 NW 35th Ave., Miami, FL 33412

Address: 590 Walnut Street Cincinnati, OH 45202

The name and address of the Resident Agent for service of process Surety is:

Name: Brett A. Ragland

Address: 200 Colonial Center Parkway #200 Lake Mary, FL 32746

Phone: 407-833-0300

END OF SECTION

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 20045

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES H. BREEN	ALL OF	ALL
BRETT RAGLAND	LAKE MARY, FLORIDA	$75,000,000.
AUDREY J. GALLAGHER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of AUGUST, 2010.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of AUGUST 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of

S1029Y (1/08)

Assistant Secretary

Department of Public Works
1002-541-19-30-53001000
1034-541-28-30-53001000
Purchase Order / Account No.
$250,000.00
Amount Approved
6/22/
Approved By & Date

RESOLUTION NO. 2011-23

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND ROADWAY STRIPING; AUTHORIZING H & J ASPHALT, INC. TO PROVIDE RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $250,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Department of Public Works is responsible for the inventory, inspection and resurfacing of Village roadways; and,

WHEREAS, the Roadway Resurfacing Program is a seven year on-going project and the issue of pavement maintenance continues to be of high priority; and,

WHEREAS, as the Department of Public Works continues to implement the seven year on-going resurfacing projects, resident input and visual inspections by Public Works staff are also identified and prioritized for resurfacing and/or pavement markings; and,

WHEREAS, a competitive bid process was followed for construction services for street resurfacing with the issuance of Invitation to Bid No. 2011-PW-103; and,

WHEREAS, after a thorough analysis of the responses, the Village Administration recommends that H & J Asphalt, Inc. was the lowest, most inclusive and responsive bid; and,

WHEREAS, the base bid consists of resurfacing 31,150 linear feet of roadway, which will be adjusted to meet the annual budgeted amount of $250,000 as budgeted for Fiscal Year 2010-2011; and,

WHEREAS, the Department of Public Works recommends that it is in the best interest of the Village to establish a contract with H&J Asphalt, Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested street resurfacing in accordance with Invitation to Bid No. 2011-PW-103; 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 enter into an agreement with H&J Asphalt Inc. regarding street resurfacing for the Village of Palmetto Bay in an amount not to exceed $250,000.

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

PASSED and **ADOPTED** this 4th day of April, 2011.

ATTEST: _____
Meighan Alexander
Village Clerk

_____
Shelley Stanczyk
Mayor

READ AND APPROVED AS TO FORM:

_____
Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Shelley Stanczyk	YES
Vice Mayor Brian W. Pariser	YES
Council Member Patrick Fiore	YES
Council Member Howard J. Tendrich	YES
Council Member Joan Lindsay	YES

SECTION 2.0 SUPPLEMENTARY CONDITIONS

2.1 PURPOSE:

The purpose of this Invitation to Bid is to identify and award a source of supply through a single solicitation, for roadway construction improvements from a source that will provide prompt and efficient service.

2.2 TERM OF CONTRACT:

① 11/12, ② 12/13, ③ 13/14 + Extension 14/15

The term of this agreement shall be for three (3) years, with an option to allow for the Village, at its sole discretion, to extend this agreement for an additional one year (12 months). In the event the Village decides to exercise the one year (12 months) extension option provided for in this section, the Village shall provide thirty (30) days written notice to the Bidder prior to the expiration of the original agreement, providing the successful bidder will agree to maintain the same terms and conditions of the current agreement.

This contract shall commence the date after the date of award by the Village Council, Village of Palmetto Bay, Florida, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the Village Manager or his assigned designee. The contract shall remain in effect until completion of project. The Village of Palmetto Bay, FL, reserves the right by mutual agreement, to add additional units to this contract, maintaining the same terms, condition and price.

2.3 RESPONSE TIME:

After receiving notice to proceed with work for a specific project, the Contractor shall commence promptly within seventy-two hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 90 calendar days from notice to proceed. Substantial completion within 60 calendar days and Final completion within 90 calendar days from notice to proceed.

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided however, that the bidder may offer incentive discounts from this fixed price to the Village of Palmetto Bay, FL at any time during the contractual term.

2.5 PRE-BID CONFERENCE:

A **mandatory**, pre-bid meeting to discuss the specifications, scope requirements, and ask/answer questions will be held at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157 on ***Wednesday, March 2, 2011 at 10:00 a.m.*** Attendance at the pre-bid meeting is compulsory, and non-attendance shall constitute disqualification from bidding.

Roadway Proposal	From	To	Length	Width	Justification	H&J's Price
SW 89th CT	0+50 station	0+50 station	90	9	Ok to Pave	$2,800.00
SW 89th AV	SW 152nd ST	SW 150th TERR	250	11	Ok to Pave	$6,700.00
SW 81st AV	8101 SW 151 ST	15000 SW 81 AV	See Map Attach	See Map Attach	Ok to Pave	$10,000.00
SW 74th PL	SW 176th ST	To End (Cul de sac)			Ok to Pave	$10,800.00
SW 88th AV	SW 156th Terr	SW 159th ST	845	20	Ok to Pave	$14,000.00
SW 159th ST	SW 87th AV	SW 88th AV	716	20	Ok to Pave	$12,500.00
SW 68th AV	SW 144th ST	SW 146th ST	1120	24	Ok to Pave	$21,000.00
SW 145th ST	SW 67th AV	SW 68th AV	767	20	Ok to Pave	$12,600.00
SW 146th ST	SW 67th AV	SW 68th AV	137	14	Ok to Pave	$3,500.00
SW 84th AV	SW 152nd ST	SW 154th TERR	786	20	Ok to Pave	$13,000.00
SW 83rd CT	SW 153rd ST	SW 154th TERR	313	20	Ok to Pave	$6,200.00
SW 153rd ST	SW 84th AV	SW 83rd CT	400	20	Ok to Pave	$7,000.00
SW 153rd TERR	SW 83rd CT	SW 83rd AV	285	20	Ok to Pave	$6,000.00
SW 154th TERR	SW 84th AV	SW 83rd CT	372	20	Ok to Pave	$7,000.00
SW 92nd AV	SW 157th ST	SW 158th ST	522	20	Ok to Pave	$9,500.00
SW 91st CT	SW 158th ST	SW 159th TERR	508	42	Ok to Pave	$16,200.00
SW 90th CT	SW 158th ST	SW 159th TERR	487	42	Ok to Pave	$15,500.00
SW 158th TERR	SW 92n AV	SW 90th AV	610	33	Ok to Pave	$15,000.00
SW 159th TERR	SW 91st CT	SW 90th CT	220	42	Ok to Pave	$7,600.00
					Total Cost	$196,900.00

MAP OF SURVEY

SHEET 1/1

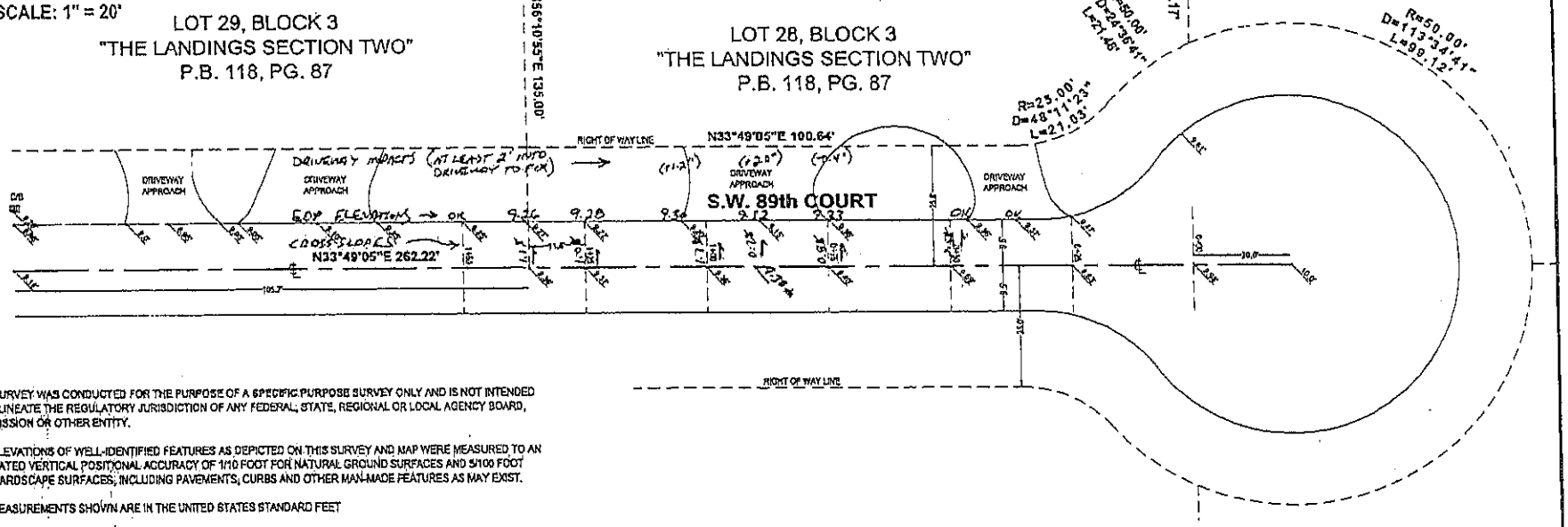
16250

SCALE: 1" = 20'

LOT 29, BLOCK 3
"THE LANDINGS SECTION TWO"
P.B. 118, PG. 87

LOT 28, BLOCK 3
"THE LANDINGS SECTION TWO"
P.B. 118, PG. 87

LOT 27, BLOCK 3
"THE LANDINGS SECTION TWO"
P.B. 118, PG. 87



THIS SURVEY WAS CONDUCTED FOR THE PURPOSE OF A SPECIFIC PURPOSE SURVEY ONLY AND IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY BOARD, COMMISSION OR OTHER ENTITY.

THE ELEVATIONS OF WELL-IDENTIFIED FEATURES AS DEPICTED ON THIS SURVEY AND MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 1/10 FOOT FOR NATURAL GROUND SURFACES AND 5/100 FOOT FOR HARDSCAPE SURFACES, INCLUDING PAVEMENTS, CURBS AND OTHER MAN-MADE FEATURES AS MAY EXIST.

ALL MEASUREMENTS SHOWN ARE IN THE UNITED STATES STANDARD FEET

REFERENCE BENCH MARK: **ASSUMED** ELEVATION: 10.0 FEET

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO THIS MAP OF SURVEY BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.

THIS MAP OF SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.

CERTIFY TO:

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY: THAT THIS "SPECIFIC PURPOSE SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

360° SURVEYING AND MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 6356

OSCAR E. SAEZ-CUSIDO, P.L.S.
REGISTERED SURVEYOR AND MAPPER NO. 5034
STATE OF FLORIDA.

LEGEND
CATCH BASIN
CENTER LINE
ELEVATION

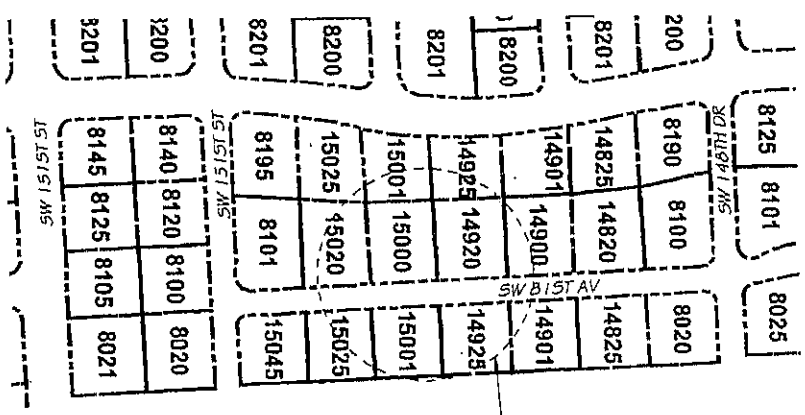
ABBREVIATIONS
D = CENTRAL ANGLE
L = LENGTH (WHEN USED IN CURVE DATA)
PG. = PAGE
P.B. = PLAT BOOK
R = RADIUS
(RAM) = RECORDED & MEASURED

360° SURVEYING AND MAPPING, LLC
Land Surveyors - Land Planners
2000 S.W. 63rd Court MIAMI, FLORIDA 33155
PHONE: (305) 265-1002

ORIGINAL FIELD DATE 01-09-2013
JOB NO. 1401-0005
REVISIONS:

AERIAL MAP
(NOT TO SCALE)

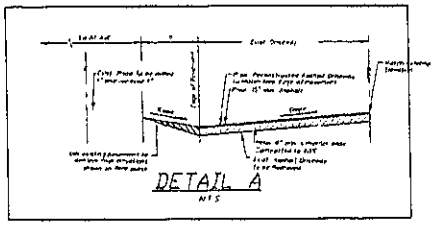
LOCATION MAP
(NOT TO SCALE)



Scale 1" = 100' (Reduced 1" = 200')

LEGEND

- EXISTING CATCH BASIN
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED TYPE "C" CATCH BASIN
- PROPOSED TYPE "D" CATCH BASIN
- EXIST DOUBLE WATER SERVICE
- EXIST SEWER LATERAL
- EXIST FIRE HYDRANT
- EXISTING PALM TREE
- EXIST FIRE TRANSFORMER
- EXISTING TREE
- DRIVEWAY RECONSTRUCTION
- 1" MILL & 1" TYPE SHIM RESURFACE
- EXISTING SIGN
- EXISTING MAILBOX
- EXISTING POLE
- EXIST GATE VALVE



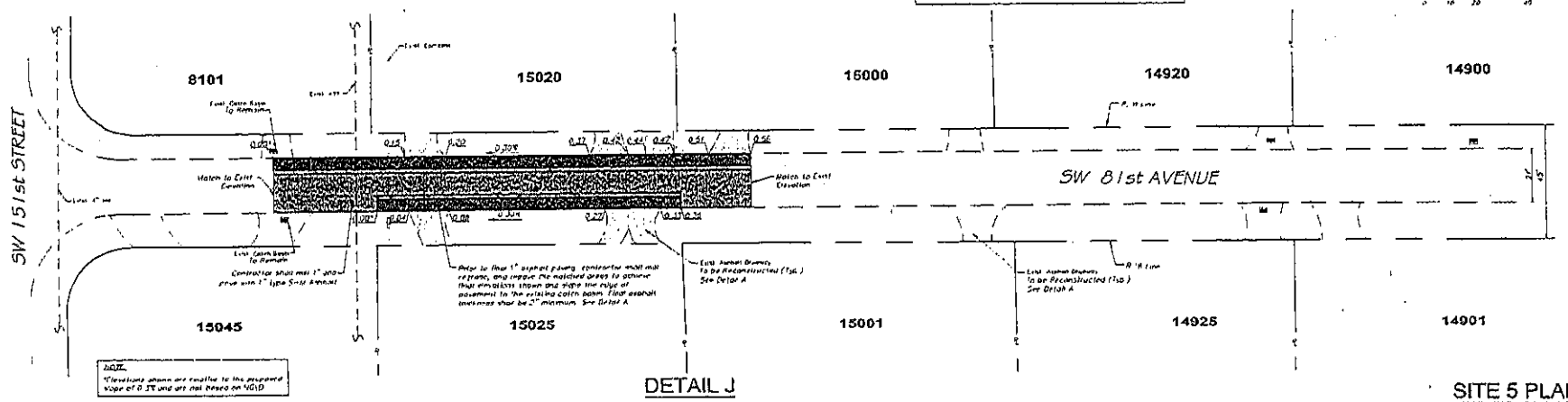
NOTE:

1. Exact location of drainage improvements will be determined by the Engineer after exploratory excavation by Contractor as directed by Engineer. Contractor shall under drainage structures only after exploratory excavation and final location determination and shop drawing approval by Engineer.
2. Asphalt Aprons shall be constructed around all catch basins not located in a driveway. See detail sheet.
3. Elevation shown on these drawings are not NGVD. They were established using approximate values. Plan elevations may need to be adjusted to accomodate field conditions.
4. Where catch basins are installed in existing driveways, the driveway shall be restored and sloped to the new catch basin.
5. Contractor shall temporarily relocate existing mailbox during construction and reset mailbox in original location with mounting features to match previous.

811 Know what's below. Call before you dig.

CONSTRUCTION NOTE:
Location of existing facilities as shown on construction drawings are from available records. The Engineer assumes no responsibility for the accuracy of the facilities shown or for any facility not shown. Verify the elevation, type of pipes and location of existing facilities prior to construction. If an existing facility is found to conflict with the proposed construction upon excavation the contractor shall immediately notify the engineer of record so that appropriate measures can be taken to resolve the problem. Contractor to notify the Village of Palmetto Bay and Sunshine State One Call of Florida, Inc. @ 811 at Least Forty Eight (48) Hours Prior to Excavating. Evidence of such notice shall be furnished to CJTS prior to excavating.

Scale 1" = 20' (Reduced 1" = 40')



NOTE:
*Elevations shown are relative to the proposed slope of 0.3% and are not based on NGVD

DETAIL J

SITE 5 PLAN
BID SET

REVISIONS	
DESCRIPTION	DATE
1.	
2.	
3.	
4.	

APPROVED BY:
SEAN COMPEL, P.E.
LICENSED ENGINEER NO. 66618
STATE OF FLORIDA
DATE:

CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.
ENGINEERS·ARCHITECTS·PLANNERS
901 PONCE DE LEON BLVD. SUITE 800
CORAL GABLES, FLORIDA 33134
(305)445-2900 FLORIDA (800)445-3227
FL REGISTRATION: EB0000022 AA0002142

DATE:	09/19/12
DRAWN:	MM
DESIGNED:	SC
CHECKED:	SC
QC:	SC
CADD FILE:	1632-021

VILLAGE OF PALMETTO BAY

VILLAGEWIDE DRAINAGE IMPROVEMENTS, PHASE V

01632-021

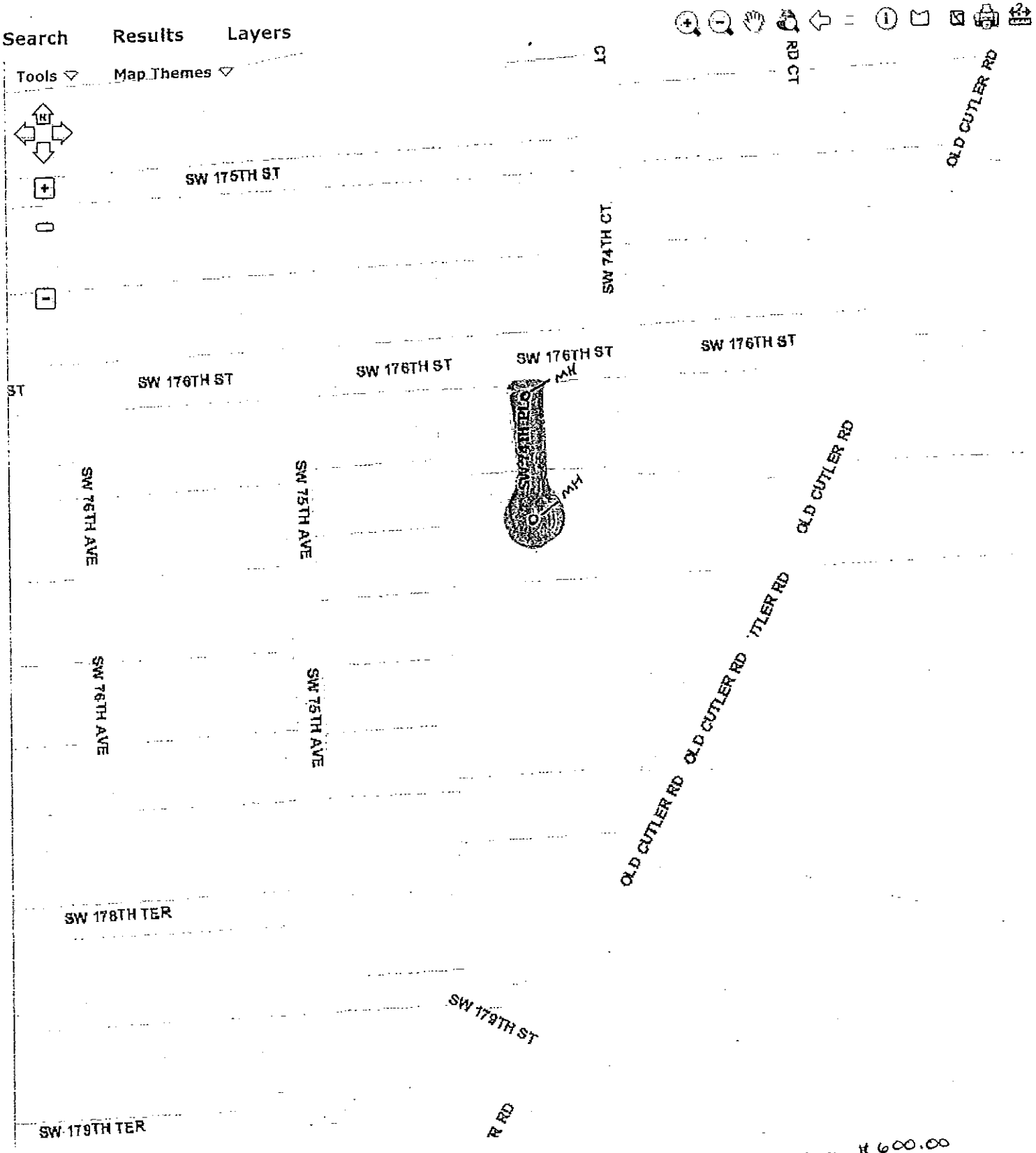
SHEET NO. C09

PDF M City Website Dade Clerk Help

/illage of Palmetto Bay

Search Results Layers

Tools Map Themes



2- (MH) MANHOLES Adjustment × $ 300.00 = $ 600.00

1- stopbar / 4rpms

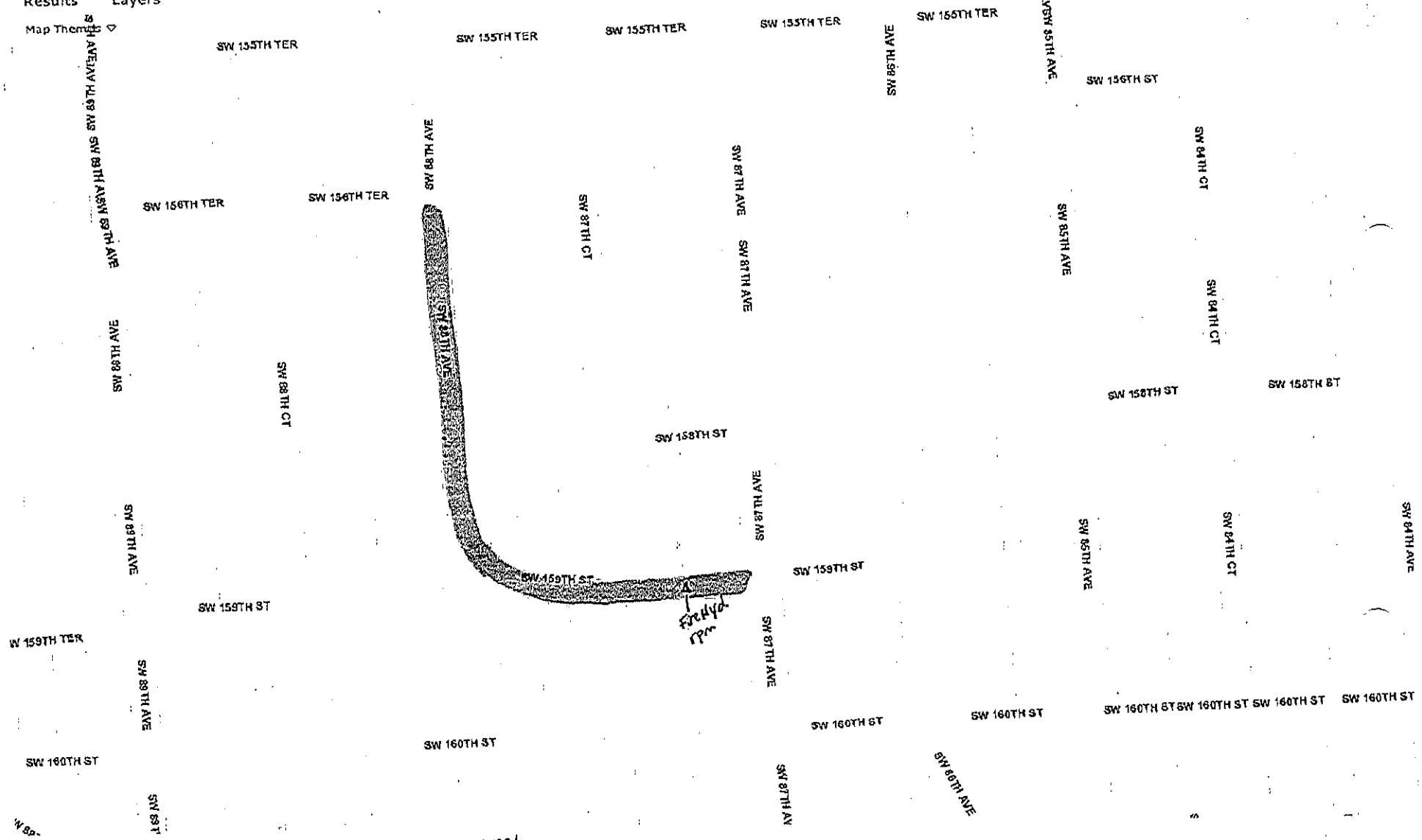
3/5/2014

PDF Maps City Website Dade Clerk Help

of Palmetto Bay

Results Layers

Map Themes



Total Cost $ 26,500.00 paving street

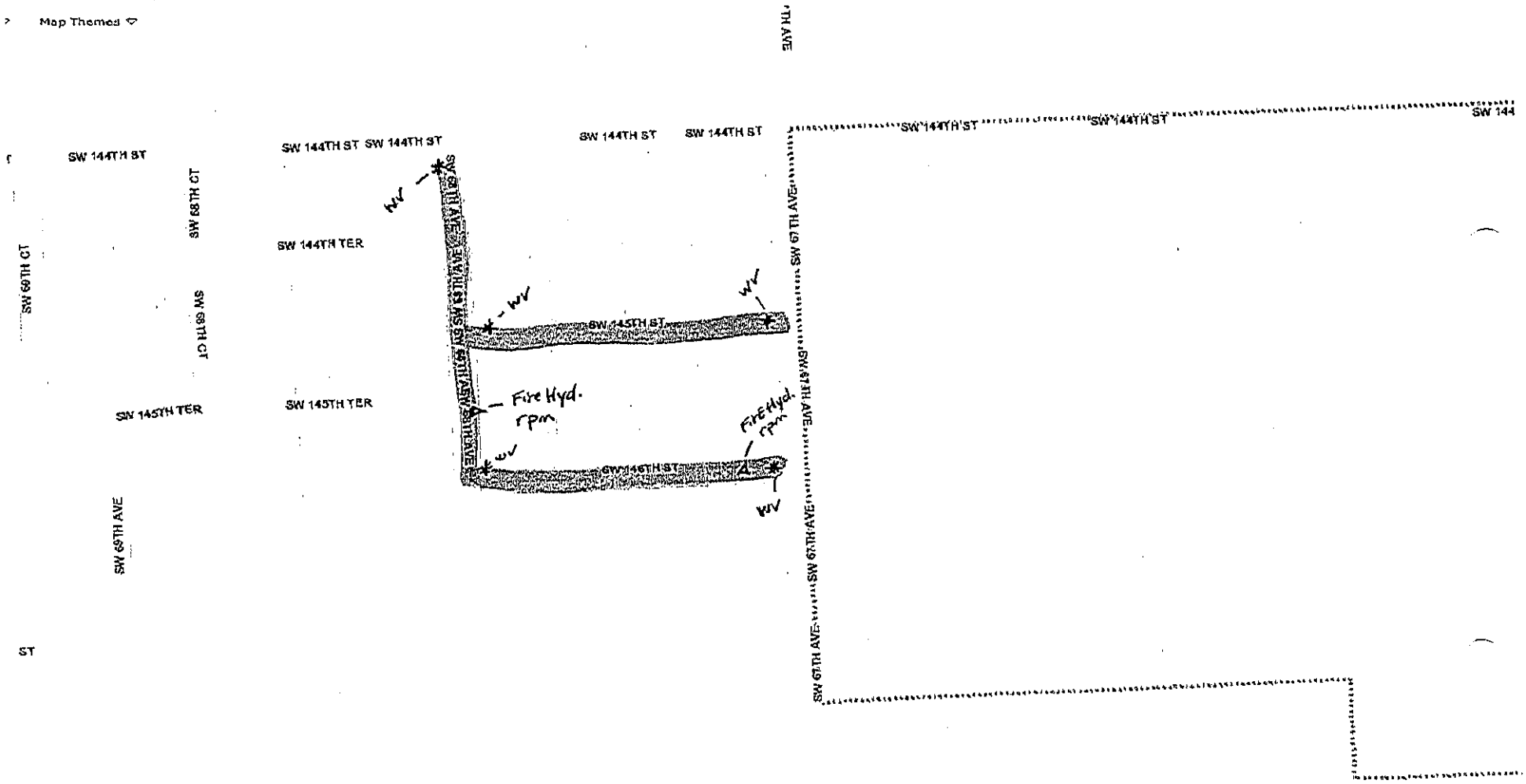
(1) STOPBAR with 4 rpms

(1) crosswalk

: of Palmetto Bay

Results Layers

Map Themes



Total Cost $ 37,100.00 Street paving
1,000.00 (5) water valve adjustment
$ 38,100.00

(5)(wv) - water valve x $ 200.00

(4) - stop bars with 4 rpms each

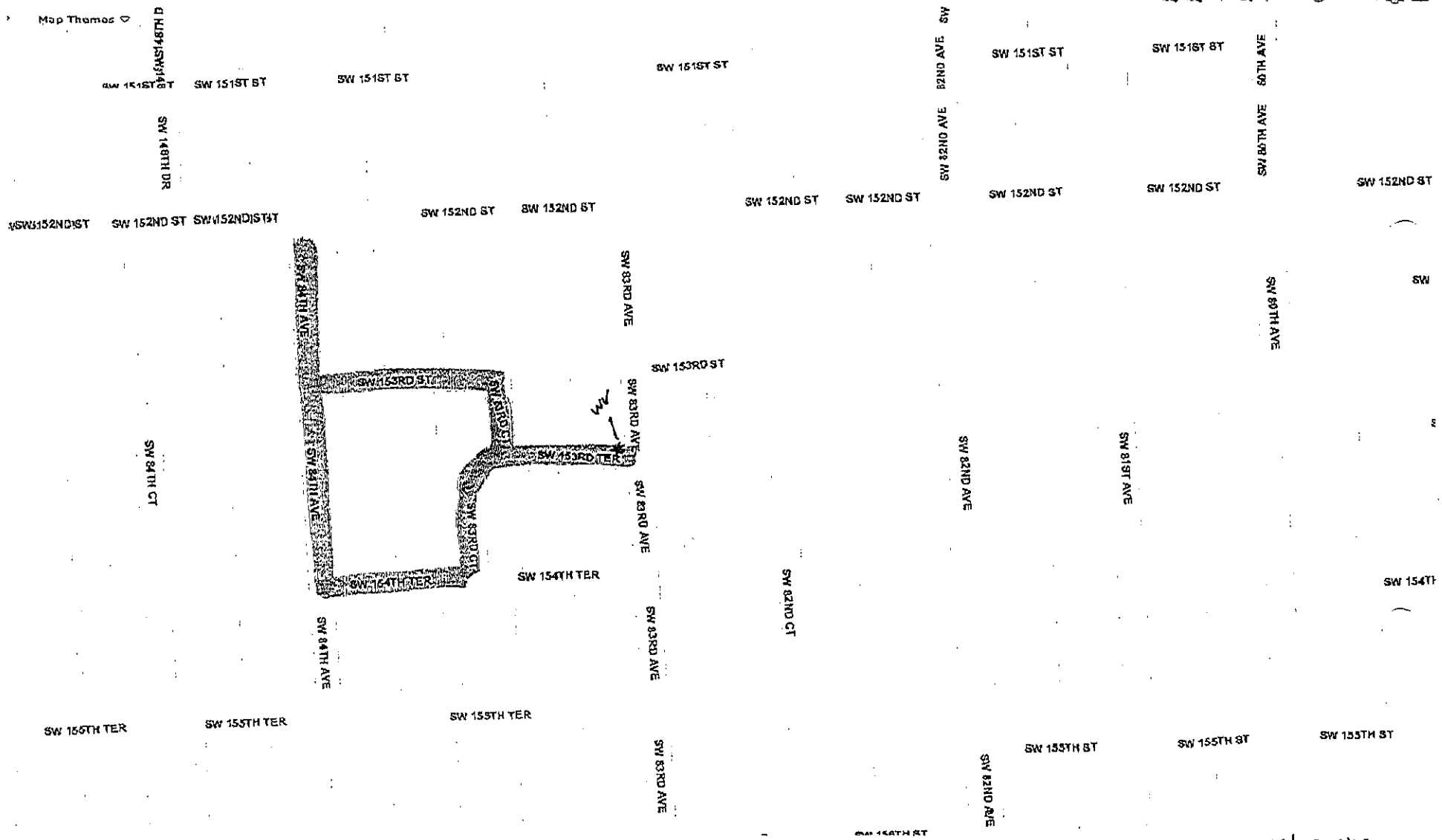
(1) - Fire Hydrant rpm

: of Palmetto Bay

PDF Maps City Website Dade Clerk Help

Results Layers

Map Themes



(1) - (wv) - water valve x $200.00

(5) - stop bars with 6 rpms

Total Cost $ 39,200.00 street paving

200.00 (1) water valve adjustment

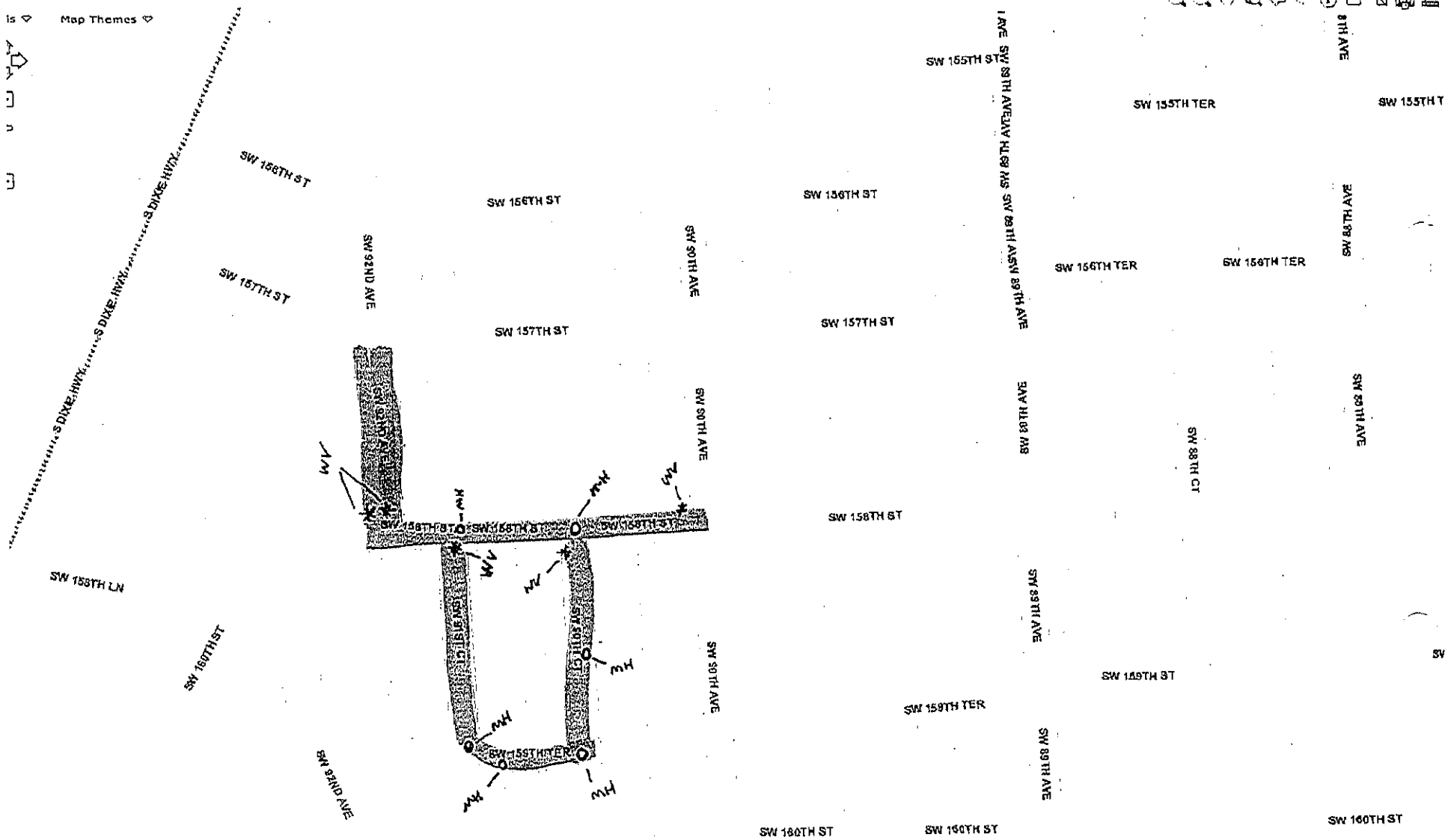
$ 39,400.00

ıge of Palmetto Bay

ch Results Layers

ls Map Themes

PDF Maps City Website Dade Clerk Help



(6) - (MH) MANHOLES x $ 300.00

(5) (WV) WATERVALVES x $ 200.00

STOP BOX WITH RPMS

Total Cost $ 63,800.00 STREET PAVING

1,000.00 (5) WATER valve adjustment

1,800.00 (6) MANHOLE adjustment

$ 66,600.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ADMINISTRATION; DIRECTING THE VILLAGE MANAGER TO DEVELOP THE CRITERIA FOR DEVELOPMENT OF A FIVE-YEAR STRATEGIC PLAN; PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilwoman Karyn Cunningham)

WHEREAS, being able to appropriately plan for the future of Palmetto Bay in a holistic manner is of vital importance to the Mayor and Village Council; and,

WHEREAS, the development of a strategic plan involves several steps, such as: identifying an accurate picture of the Village, as it currently exists; determine what is important to the residents; define what is achievable; and establish who is accountable for allocation of time, resources, addressing the various priorities in order to achieve the defined objectives; and

WHEREAS, a clearly defined strategic plan plays a critical role in the development of policy and is a crucial tool that can be used by the Village Council when determining future goals, budgets, and projects of the Village; and,

WHEREAS, the Village Council is desirous of beginning the process of developing a Five-Year Strategic Plan.

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 directed to develop the criteria to begin the development of a Five-Year Strategic Plan.

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

PASSED and ADOPTED this _____ day of January, 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 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, DIRECTING THE VILLAGE CLERK TO COORDINATE A SPECIAL ELECTION WITH ONE OR MORE OPEN PRECINCTS ON APRIL 21, 2015, THROUGH UTILIZATION OF THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS, PURSUANT TO SECTION 10.1 OF THE VILLAGE CHARTER, AS REQUESTED BY ALEXANDER SCHOOL, INC.; APPROVING REQUISITE BALLOT LANGUAGE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alexander School, Inc., is a pre-k through grade 6 private school that has operated a location at 14850 SW 67th Avenue since 1969; and,

WHEREAS, in 2000, the school was permitted a total student population of 270 and is now requesting to increase the number of students to 329; and,

WHEREAS, the Village's Charter, Section 10.1, entitled "Private School Expansion", states:

> The number of enrolled students of any private school within the Village of Palmetto Bay shall not be increased without prior approval by a fourth-fifths (4/5) vote of the Village Council. No such approval shall be adopted by the Village Council until the request to increase enrolled students is submitted to a vote of Village of Palmetto Bay electors living within a 2,000 foot radius of the applicant school property by referendum, and 75 percent of the electors voting approve of such increase in enrolled students.
>
> A list of Village of Palmetto Bay registered voters within the 2,000-foot radius of the school property shall be prepared by the Village Clerk. Any elector who resides on property or a portion of property that is within the 2,000 foot radius of the school seeking to increase the number of its enrolled students shall be eligible to vote in the election required under this provision. The cost of the election (including reimbursement to the city for all costs relating to the preparation of the list of eligible electors) required under this provision shall be borne by the school seeking to increase the number of its enrolled students.

And,

WHEREAS, due to the above referenced charter provision, the Alexander School, Inc., must first request that an election be held in accordance with Section 10.1 of the charter before a zoning application may be considered by the Mayor and Village Council at a quasi-judicial hearing; and,

WHEREAS, Alexander School, Inc., has submitted a request for special election with one or more precincts open; therefore, the Village Council must seek consent from the Miami-Dade County Supervisor of Elections for a special election in accordance with Florida Statute 100.151; and,

WHEREAS, the Mayor and Village Council desire to follow the mandates of the Charter, Section 10.1.

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

Section 1. The above whereas clauses are incorporated by reference into this Resolution.

Section 2. In accordance with Florida Statute 100.151, "County commissioners or the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his or her consent obtained as to a date when the registration books can be available", the Village Clerk is directed to transmit this Resolution to the Miami-Dade County Supervisor of Elections to confirm authorization for the special election with one or more precincts open. Alexander School, Inc., has requested the date of **April 21, 2015**, which has been approved by Miami-Dade County Elections Department.

Section 3. The form of ballot shall be as follows:

Student Enrollment Increase at Alexander School, Inc.

Alexander Montessori School, located at 14850 SW 67th Avenue, wishes to increase student enrollment, from 270 to 329.

The Village Charter requires a neighborhood vote. If successful, then the proposed increase will go to a public hearing before the Village Council. Should Alexander Montessori School be allowed to increase enrollment from 270 to 329?

YES [ ]
NO [ ]

Section 4. The information and the full text of the proposed ballot question shall be available at the office of the Village Clerk located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157. Copies of this resolution providing the ballot question subject to the referendum approval pursuant to Section 10.1 of the Village Charter is on file in the office of the Village Clerk and available for public inspection during regular business hours. Additionally, the Village Clerk's office shall mail the Notice of Special Election to each registered voter, as listed on the voter's registration list provided by Miami-Dade County Elections Department. The cost for this mailing shall be reimbursed by Alexander School, Inc. The Village Clerk is authorized to utilize the services of

Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

Section 5. This resolution shall become effective upon adoption, and the ballot measure being voted on will proceed to public hearing on the increase in the number of students only upon 75 percent approval of the electors voting on the measure within 2000 feet of the school, effective upon certification of the election results.

Section 6. If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 7. This resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this _____ day of January, 2015.

Attest: _____ _____

Meighan Alexander — Eugene Flinn
Village Clerk — Mayor

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

This Resolution was filed in the Office of the Village Clerk on this ____ day of January, 2015.

_____

Meighan Alexander, Village Clerk

Additions shown by underlining and deletions shown by ~~overstriking~~.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE CLERK TO COORDINATE A MAIL-BALLOT SPECIAL ELECTION ON APRIL 21, 2015, THROUGH UTILIZATION OF THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS, PURSUANT TO SECTION 10.1 OF THE VILLAGE CHARTER, AS REQUESTED BY ALEXANDER SCHOOL, INC.; APPROVING REQUISITE BALLOT LANGUAGE; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alexander School, Inc., is a pre-k through grade 6 private school that has operated a location at 14850 SW 67th Avenue since 1969; and,

WHEREAS, in 2000, the school was permitted a total student population of 270 and is now requesting to increase the number of students to 329; and,

WHEREAS, the Village's Charter, Section 10.1, entitled "Private School Expansion", states:

> The number of enrolled students of any private school within the Village of Palmetto Bay shall not be increased without prior approval by a fourth-fifths (4/5) vote of the Village Council. No such approval shall be adopted by the Village Council until the request to increase enrolled students is submitted to a vote of Village of Palmetto Bay electors living within a 2,000 foot radius of the applicant school property by referendum, and 75 percent of the electors voting approve of such increase in enrolled students.
>
> A list of Village of Palmetto Bay registered voters within the 2,000-foot radius of the school property shall be prepared by the Village Clerk. Any elector who resides on property or a portion of property that is within the 2,000 foot radius of the school seeking to increase the number of its enrolled students shall be eligible to vote in the election required under this provision. The cost of the election (including reimbursement to the city for all costs relating to the preparation of the list of eligible electors) required under this provision shall be borne by the school seeking to increase the number of its enrolled students.

And,

WHEREAS, due to the above referenced charter provision, the Alexander School, Inc., must first request that an election be held in accordance with Section 10.1 of the charter before a zoning application may be considered by the Mayor and Village Council at a quasi-judicial hearing; and,

WHEREAS, Alexander School, Inc., has submitted a request for mail-ballot special election; therefore, the Village Council must seek consent from the Miami-Dade County Supervisor of Elections for a special election in accordance with Florida Statute 100.151; and,

WHEREAS, the Mayor and Village Council desire to follow the mandates of the Charter, Section 10.1.

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

Section 1. The above whereas clauses are incorporated by reference into this Resolution.

Section 2. In accordance with Florida Statute 100.151, "County commissioners or the governing authority of a municipality shall not call any special election until notice is given to the supervisor of elections and his or her consent obtained as to a date when the registration books can be available", the Village Clerk is directed to transmit this Resolution to the Miami-Dade County Supervisor of Elections to confirm authorization for the mail-ballot special election. Alexander School, Inc., has requested the date of **April 21, 2015**, which has been approved by Miami-Dade County Elections Department.

Section 3. The form of ballot shall be as follows:

Student Enrollment Increase at Alexander School, Inc.

Alexander Montessori School, located at 14850 SW 67th Avenue, wishes to increase student enrollment, from 270 to 329.

The Village Charter requires a neighborhood vote. If successful, then the proposed increase will go to a public hearing before the Village Council. Should Alexander Montessori School be allowed to increase enrollment from 270 to 329?

YES [ ]
NO [ ]

Section 4. The information and the full text of the proposed ballot question shall be available at the office of the Village Clerk located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157. Copies of this resolution providing the ballot question subject to the referendum approval pursuant to Section 10.1 of the Village Charter is on file in the office of the Village Clerk and available for public inspection during regular business hours. The Village Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

Section 5. This resolution shall become effective upon adoption, and the ballot measure being voted on will proceed to public hearing on the increase in the number of students only upon 75 percent approval of the electors voting on the measure within 2000 feet of the school, effective upon certification of the election results.

Section 6. If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 7. This resolution shall take effect immediately upon enactment.

PASSED and ADOPTED this _____ day of January, 2015.

Attest: _____ _____

Meighan Alexander — Eugene Flinn
Village Clerk — Mayor

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

This Resolution was filed in the Office of the Village Clerk on this ____ day of January, 2015.

_____

Meighan Alexander, Village Clerk

Additions shown by underlining and deletions shown by ~~overstriking~~.