



1 transportation-oriented developments will reduce or eliminate 1.4 million motorized trips and  
2 630 tons of carbon dioxide emissions and save 60,000 gallons of fuel; and  
3

4 **WHEREAS**, the project will result in improvements to social, environmental, and  
5 economic conditions alongside U.S. 1, one of Miami-Dade's most highly trafficked corridors;  
6 and  
7

8 **WHEREAS**, The Underline will provide an urban restoration of natural habitats for  
9 plant and animal life in a park setting.  
10

11 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
12 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
13

14 **Section 1.** The Village of Palmetto Bay supports the creation and implementation of  
15 a ten-mile linear park along the Metrorail Corridor, consistent with The Underline's proposal, in  
16 order to promote and facilitate bicycling and walking throughout Miami-Dade County.  
17

18 **Section 2.** The Village Clerk is directed to provide a copy of this Resolution to the  
19 appropriate governmental entities.  
20

21 **Section 3.** This resolution shall take effect immediately upon approval.  
22

23 PASSED and ADOPTED this \_\_\_\_\_ day of October, 2015.  
24  
25

26 Attest: \_\_\_\_\_  
27 Meighan J. Alexander  
28 Village Clerk  
29

\_\_\_\_\_  
Eugene Flinn  
Mayor

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

34 \_\_\_\_\_  
35 Dexter W. Lehtinen  
36 Village Attorney  
37

38 **FINAL VOTE AT ADOPTION:**  
39

40 Council Member Karyn Cunningham \_\_\_\_\_  
41

42 Council Member Tim Schaffer \_\_\_\_\_  
43

44 Council Member Larissa Siegel Lara \_\_\_\_\_  
45

46 Vice-Mayor John DuBois \_\_\_\_\_  
47

48 Mayor Eugene Flinn \_\_\_\_\_



---

To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Approving the Selection of  
CivicPlus for Website Redesign  
and Implementation

---

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF CIVICPLUS TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR WEBSITE REDESIGN AND IMPLEMENTATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

This item was deferred from the Regular Council Meeting that occurred on October 5, 2015. The item is as it was submitted on October 5, 2015.

The procurement office for the Village of Palmetto Bay, prepared a Request for Proposal (RFP No. 1415-03-0013) to solicit proposals from web service firms for the selection of a qualified company with expertise in web design and implementation. The RFP was advertised on July 20, 2015 and all bid responses were due on August 19, 2015.

Pursuant to the receipt of proposals in response to the RFP for website redesign and implementation services, the evaluation committee determined CivicPlus to be the most responsive proposer. It is requested from the Village Council to approve the selection of CivicPlus and adopt a Resolution authorizing the Village Manager to enter into contract negotiations.

**FISCAL/BUDGETARY IMPACT:**

Funding is available and budgeted for this item based upon the contractual agreement.

**RECOMMENDATION:**

Approval is recommended upon Council review.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF CIVICPLUS TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR WEBSITE REDESIGN AND IMPLEMENTATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village desires to provide the highest level of communication services to the residents of Palmetto Bay and the general public; and,

WHEREAS, the Village has followed a competitive selection process for website redesign and implementation services under Request for Proposal (RFP) No. 1415-03-003; and,

WHEREAS, the selection committee recommends the selection of CivicPlus for their professional consulting services for the Village's website redesign; and,

WHEREAS, the Village Manager will enter into contract negotiations with the selected firm.

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

Section 1. CivicPlus is hereby selected to provide website redesign and implementation services to the Village of Palmetto Bay.

Section 2. The Village Manager is authorized to negotiate an Agreement for Professional Consulting Services for website redesign and implementation services.

Section 3. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this \_\_\_\_\_ day of October, 2015.

Attest: \_\_\_\_\_  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor





**Website Redesign and Implementation:  
RFP No. 1415-03-003**

**Ranking Score Sheet  
for  
Civic Plus**

	E. Silva	B. Kress	O. Cadaval
Qualifications and Experience / Capability of Professional Personnel (40 pts.)	32	40	35
Technical Approach to the Project / Scope of Work (40 pts.)	23	25	21
Scheduling and Support (20 pts.)	18	20	20
Cost Proposal (15 pts.)	14	15	15
<b>Total Score</b>	<b>87</b>	<b>100</b>	<b>91</b>



**Website Redesign and Implementation:  
RFP No. 1415-03-003**

**Ranking Score Sheet  
for  
Civic Live**

	E. Silva	B. Kress	O. Cadaval
Qualifications and Experience / Capability of Professional Personnel (40 pts.)	34	40	38
Technical Approach to the Project / Scope of Work (40 pts.)	1	25	15
Scheduling and Support (20 pts.)	18	20	20
Cost Proposal (15 pts.)	11	10	12
<b>Total Score</b>	<b>84</b>	<b>95</b>	<b>85</b>



**Website Redesign and Implementation:  
RFP No. 1415-03-003**

**Ranking Score Sheet  
for  
Ariadna, LLC**

	E. Silva	B. Kress	O. Cadaval
Qualifications and Experience / Capability of Professional Personnel (40 pts.)	30	17	18
Technical Approach to the Project / Scope of Work (40 pts.)	17	16	16
Scheduling and Support (20 pts.)	14	10	10
Cost Proposal (15 pts.)	10	0	0
<b>Total Score</b>	<b>71</b>	<b>54</b>	<b>44</b>



**Website Redesign and Implementation:  
RFP No. 1415-03-003**

**Ranking Score Sheet  
for  
American Eagle**

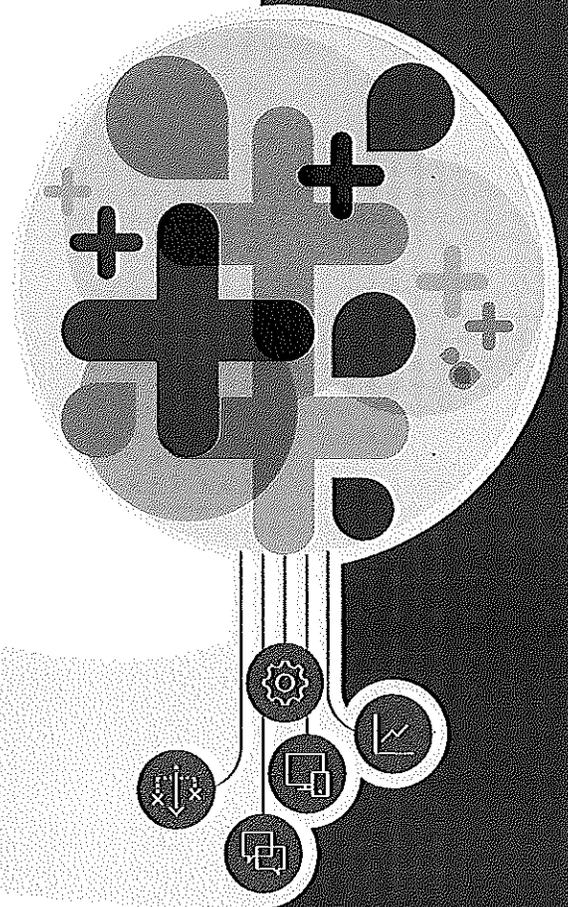
	E. Silva	B. Kress	O. Cadaval
Qualifications and Experience / Capability of Professional Personnel (40 pts.)	30	40	38
Technical Approach to the Project / Scope of Work (40 pts.)	20	25	21
Scheduling and Support (20 pts.)	17	20	10
Cost Proposal (15 pts.)	9	0	0
<b>Total Score</b>	<b>76</b>	<b>85</b>	<b>69</b>

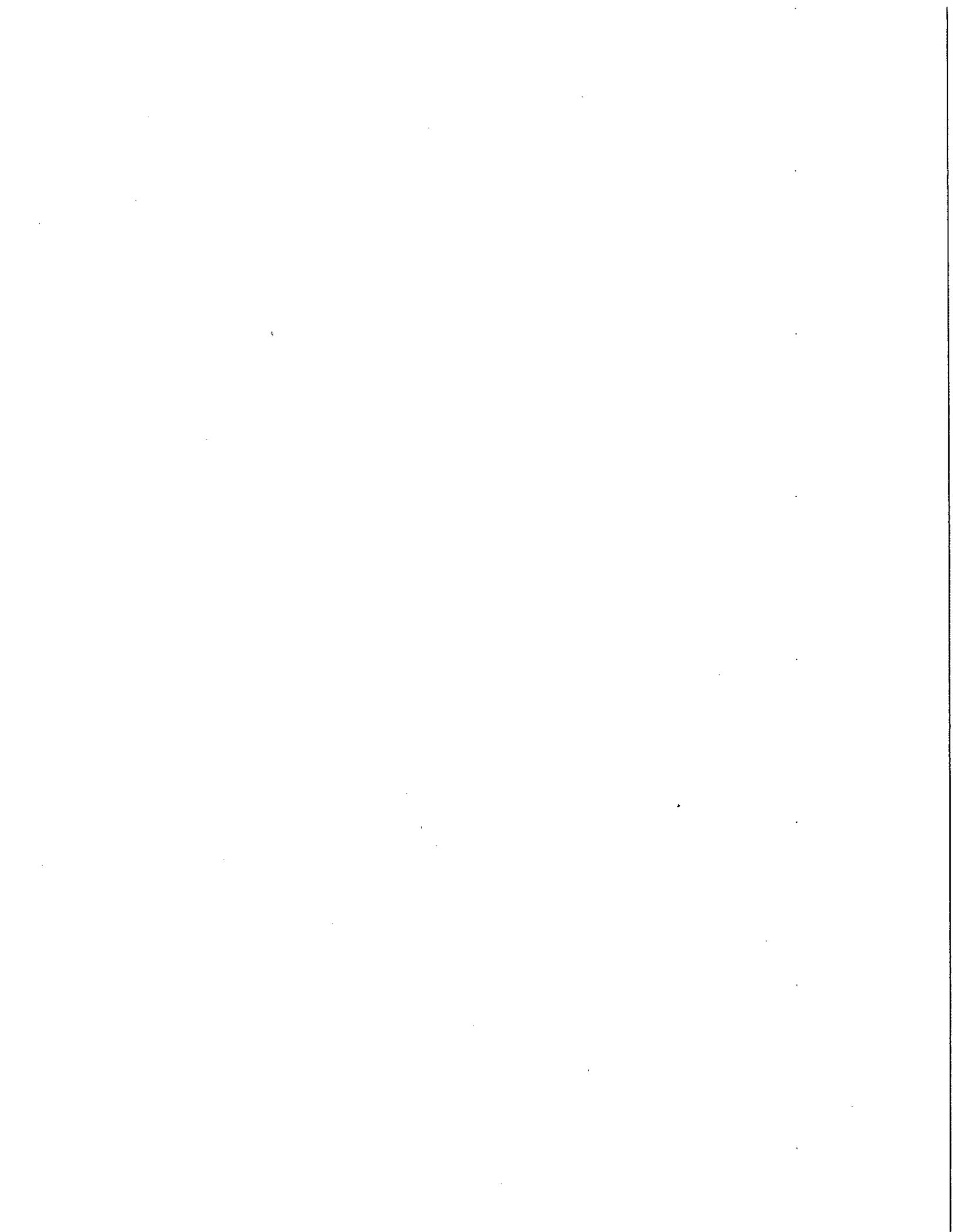


ACHIEVING YOUR VISION

**PALMETTO BAY,  
FLORIDA**

*SOLOMON GROVER, REGIONAL SALES MANAGER*





August 19, 2015

Litsy C. Pittser  
Procurement Specialist  
Village of Palmetto Bay  
Finance Department  
9705 E. Hibiscus St.  
Palmetto Bay, FL 33157

RE: RFP No. 1415-03-003 - Website Redesign

Dear Litzy, Edward, and Selection Committee:

Meeting the expectations of citizens is at the core of civic responsibility. Finding that perfect blend of functionality, ease of maintenance and citizen engagement can be daunting. Palmetto Bay's "what I want, when I need it" population is all about digital and timely responses. Saving time and money and increasing citizen satisfaction is every government entity's goal. How do you achieve both? It's easy with CivicPlus—we help you achieve your vision of success.

Based on Proposal Number 1415-03-003, Palmetto Bay has a need to pair a more accessible and transparent web presence with a more modern design and functionality. With over 24,000 citizens, it is becoming even more important to provide information and assistance in an easily accessible and comprehensive manner to your community. CivicPlus will assist you in reaching your goal by designing a website that will optimize your current information and make it intuitively available on a desktop, tablet, or mobile phone. Our robust and innovative system will create a user-friendly environment to manage and house your information with industry leading levels of security and allow you to envision a truly revolutionary website to tell Palmetto Bay's story.

Our company is passionate about our mission to help make local government better. We are not just designing a website, we are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Our expertise lies in collaborating with our clients to deliver the right solution, housed within a sophisticated and custom design that captures the culture of your community.

How will we help you achieve your vision? With our proven, The 5 Essentials, process to creating functional and dynamic websites and teaming with CivicPlus on the journey, you will get where you want to go.

- **Vision** – Finding your way with clarity. Determine where you want to go, and why.
- **Alignment** – Moving forward...together. Clearly communicate your goals and plans to all stakeholders.
- **Usability** – Navigating your journey in style. Designing a website that is up-to-date, easy-to-navigate and user friendly.
- **Mobility** – Keeping your visitors in touch – wherever they access. Today's websites need to be accessible from any device.
- **Measurement** – Monitoring how successful your website is throughout the process and beyond. Analyze and adjust to meet your needs.



The following information will show you how the CivicPlus solution will reduce your staff's workload, respect your available budget and most importantly provide your community with a powerful online resource. A resource that promotes open and transparent access to your municipal offices and becomes an engaging communication hub for your community.

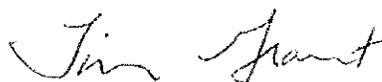
Please review our proposal closely. We encourage you to contact our references and find out for yourself their experiences working with CivicPlus. We think you will be impressed. With CivicPlus, you will save time, resources, and dollars by moving your communications online and your citizens will find what they need, when they need it. We look forward to working with you and your staff to help make your vision become a reality.

Sincerely,



Solomon Grover  
Regional Sales Manager  
Grover@CivicPlus.com  
Direct Line 785-370-5741

Authorized Signature



Tim Grant  
Director of Sales  
302 S. 4th St., Suite 500  
Manhattan, KS 66502

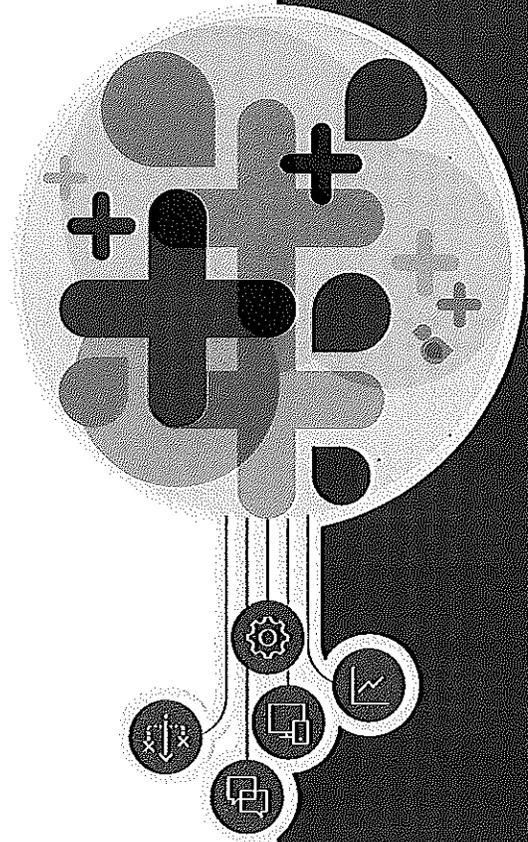


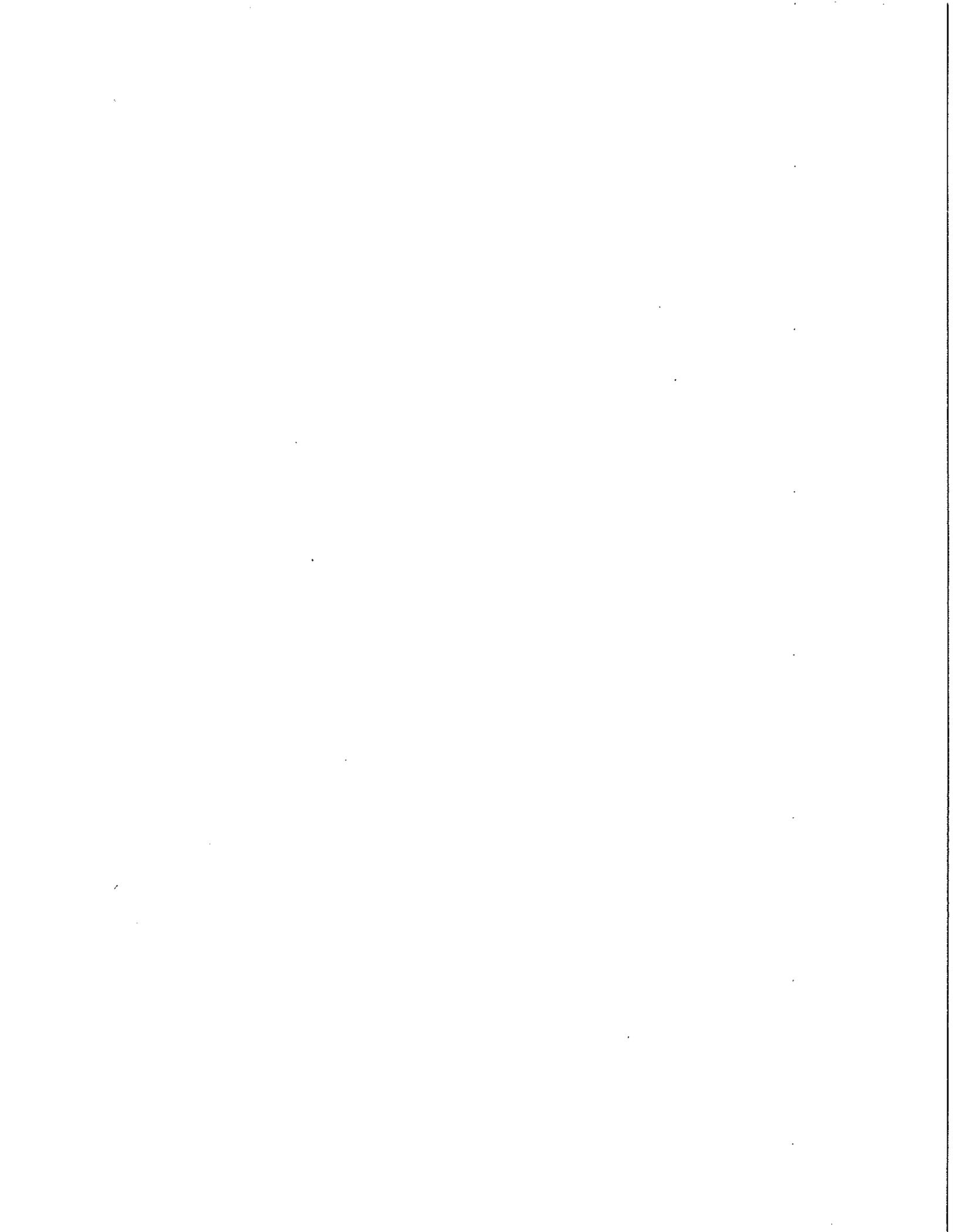
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## ACHIEVING YOUR VISION

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Palmetto Bay's proactive vision to develop a user-friendly, self-service government web environment for its community and employees is commendable. In today's society, citizens expect and seek access to information outside of normal business hours. CivicPlus and its team of dedicated professionals will bring your vision to life. We have the tools and the expertise to design and implement a dynamic, visually attractive, end-user friendly, searchable and interactive website that will be easy to maintain for your staff.

You should have complete confidence that the firm you choose to achieve your vision and create your website is the right choice. Becoming your strategic, trusted partner is paramount to the professionals at CivicPlus.

Helping you reach your goal is our goal. Although you currently have a capable web presence, it's time for a new look with better functionality. CivicPlus will help you re-envision, re-new and re-invigorate your website. Working closely with you, we will assist in designing a new look, updated usability, accessibility and quality for the delivery and exchange of information for your audience.

Our approach to achieving your vision will include:

- **Unique Design** – A customized website design to meet your unique needs and desires. This will include project design, development, and implementation of our GCMS, as well as hosting and continual support.
- **eGovernment Content Management System (GCMS®)** - A robust and sophisticated management system which allows migration of existing content and ease of use for your staff to update and manage.
- **Customized Training** – to allow your staff to hit the ground running at Go Live.
- **Dedicated Project Team** - to assist you through the development process, including your project manager, expert designer, and a team of content experts to edit and optimize your website.
- **Continuing Partnership** - means your questions are always answered – We don't disappear after your website is launched. Our support team ensures your complete satisfaction with our products.
- **CP Connection** - *THE* place to stay in the loop! Our online community for all CivicPlus clients provides you the venue to exchange ideas and best practices with other CP clients; continue training and learning more about our GCMS and support services.
- **CivicSend** – Integrated with our GCMS®, CivicSend is a visually rich e-communication platform designed to save time, improve efficiency and increase community engagement. This platform allows for unlimited subscribers, emails, and social media integration communicated through visually rich, mobile responsive and easily customizable templates.



### DID YOU KNOW?

82% of users have completed at least one transaction on a government website and 69% have completed more than one.

Source:

*Public Policy & Administration  
University of Utah, 2012*



### OUR PHILOSOPHY

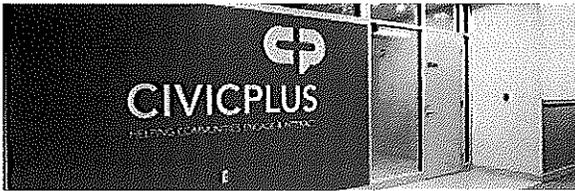
Deliver a unique and customized responsive website design reflecting your vision. Intuitive navigation and page layout with unlimited submenus and subpages. True live editing and training so your staff can be efficient on day one of your new website. Interactive functionality through our GCMS® and continuously updated, cutting-edge solutions designed by experts specifically for you.



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## CIVICPLUS COMPANY OVERVIEW

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CivicPlus is the unique provider of the Government Content Management System (GCMS®)—the most innovative, user-friendly and comprehensive source for engaging eGovernment websites. Our clients' solutions are based on the latest in web coding technologies. They function across all major browsers, platforms (including mobile) and incorporate engaging features such as social media integration.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 200 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,900 clients with over 50,000 users. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting. We consider it a privilege to partner with municipalities such as yours to provide your community a website that will serve your needs today and in the future.

Your new website will convey a sense of place for your community, be visually appealing and utilize the latest technology to provide a convenient source of information to communicate and engage your community – so they can find the information they need, when they want it.

### Why should Palmetto Bay choose CivicPlus to achieve its vision?

- We are driven by client service, not billings. Our goal is to become your trusted partner and deliver what you need.
- We set the industry standard and have the reputation to back it up, for helping governments better connect with citizens and constituents and we will bring that same expertise to your project.
- We deliver in-house professional consulting services to provide direction for your vision, alignment, consistency and peace of mind knowing your website will be what you need today and tomorrow.



### ? DID YOU KNOW?

Our clients have won over 370 state and national awards for their websites designed and implemented by CivicPlus. We think our clients' success speaks for the quality of our work.



- We develop highly-usable, mobile responsive sites so your website is available anywhere at any time.
- We create a website specific to how you and your citizens will use it and design it to be both end-user and maintenance friendly. We securely host your site in our state-of-the-art facilities – keeping it safe. **We exceed industry standards maintaining over 99.7% up time for our clients' websites!**
- Our proven step-by-step implementation process has been effective for clients throughout the United States, Canada and Australia.

- Since our inception nearly 20 years ago, our focus has been and continues to be, helping local governments work better and that involves knowing what you need to be successful in your procurement process. From the RFP process and finalization interviews to contract negotiation and approval to accounting and billing, CivicPlus brings the experience and familiarity with procurement processes to help keep your project moving forward and moving smoothly.

Our dedication to working closely with you throughout the project and developing a unique-to-you design ensures we deliver a website that is not only functional, but will **WOW** your visitors.

*We can't wait to get started on yours!*

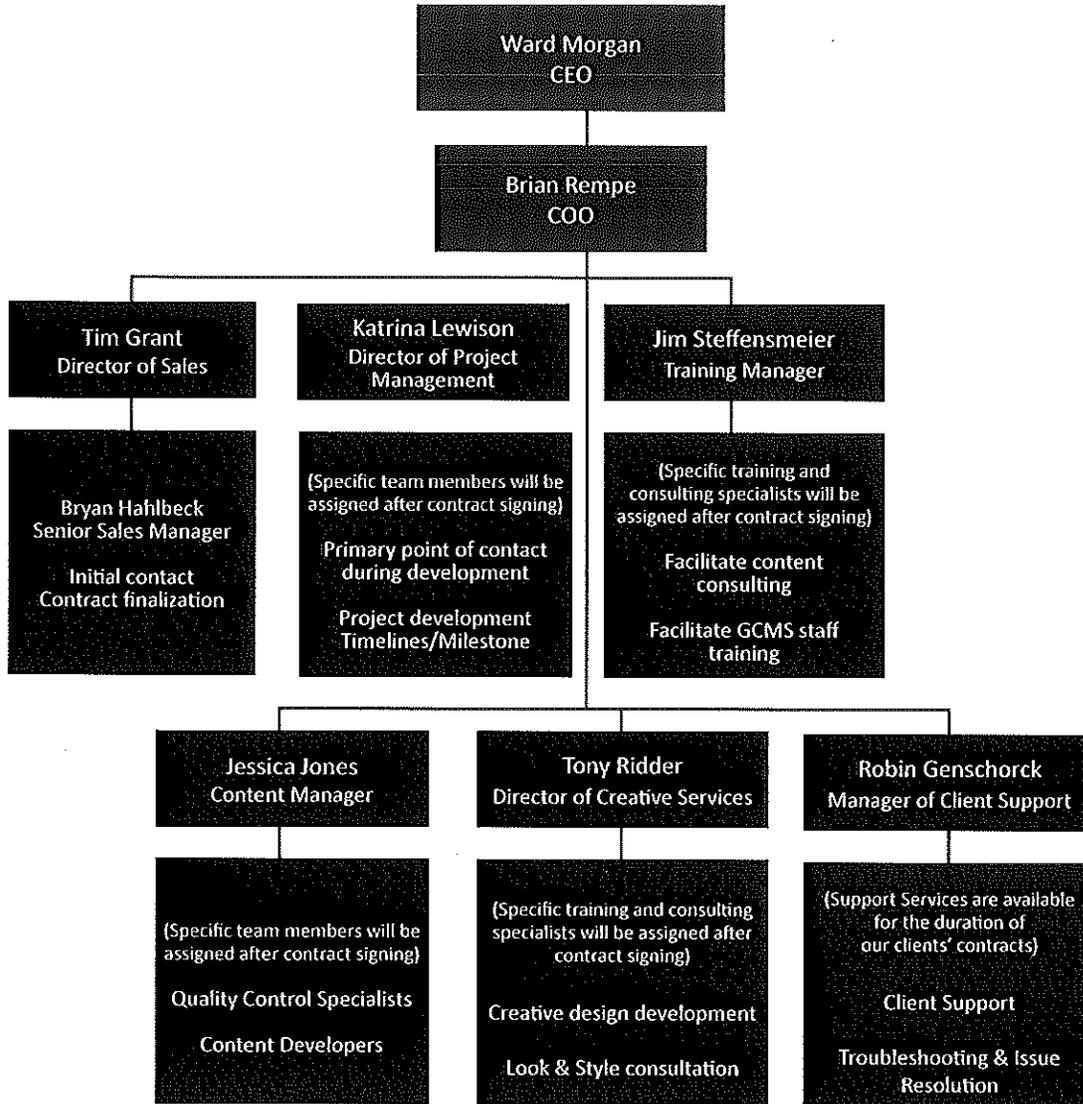


**HEAR FROM  
OUR CUSTOMERS**

"I became increasingly impressed with the capability of CivicPlus. We had other companies come in and do presentations; some of their websites were beautiful, but they weren't as interactive or integrated with other modules, or they were limited as to what they could do. The fact that CivicPlus customized from scratch, not from a template, was fantastic. Every module I could ever think of and more was fully integrated with the site — which was a dream come true."

Tricia Dzuris  
Assistant to Town Manager  
Chelmsford, MA





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## YOUR TEAM OF PROFESSIONALS

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From project management, design and development to training and support, our professional staff ensures the success of your website. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.



### **Solomon Grover – Regional Sales Manager**

As your regional sales manager, I will initially work with you to determine the best solutions for your administrative users and website audience. My extensive knowledge of our GCMS®, website usability expertise and client-driven philosophy will ensure that we arrive at the best solution for your budget.



### **Katrina Lewison – Manager of Project Administration**

Katrina leads our project management team. This team oversees inter-departmental and client interactions assuring that your project will be developed in a timely manner by professional website experts. Using their knowledge of effective online citizen engagement techniques, they will keep the process moving smoothly from phase to phase.



### **Jessica Jones – Manager of Content Development**

Jessica's goal is to help make your website convey the messages you need. She heads our content development department. She will assign a team of developers to help you develop and maintain quality content for your site and keep your project on schedule.



### **? DID YOU KNOW?**

Our technical and development staff holds a variety of certifications including: Microsoft-certified system engineer, Cisco-certified engineer, Microsoft-certified software developer, Microsoft Office user specialist and project management professional from the Project Management Institute.





**Tony Ridder – Manager of Creative Services**

Tony knows all things design. He is the head of our creative development and graphic representations and is responsible for each website overview and uniqueness. He leads our brilliant team of designers at CivicPlus and will team you with the right designer for your project. Your senior designer will assist the project manager in the direction of your project.



**Jim Steffensmeier – Manager of Training and Consulting**

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. As Manager, Jim brings unprecedented experience to our customers through his many years with CivicPlus and in the technology industry. He will coordinate his team of professionals to deliver the solutions you need to achieve your training and consulting success and hit the ground running at Go Live.



**Troy Galvan - Manager of Account Management**

Upon launch of your website to the public, Troy will assign an account manager to your project. Your dedicated account manager stays current on new CivicPlus products and will continue to optimize your site. This specialized team member will provide you with information on how to better engage your citizens utilizing the tools that CivicPlus has put into place on your website.



**Robin Genschorck – Manager of Support**

Robin's team is here to help you. Our proactive approach to keeping you up and running is in identifying and preventing potential issues before they occur. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. They are ready and available to answer your staff members' questions and ensure their confidence in using our site.



# OUR PROJECT DEVELOPMENT APPROACH



Consulting, design, usability guidance, programming, secure hosting and dedicated training - CivicPlus delivers all of this and more during the development of your new website.

Typical Project Timeline	Timeline
<b>Phase 1 – Website Optimization</b> Includes: Needs assessment, best practices, and takeaways assigned.	4-6 weeks
<b>Phase 2 - Website Layout</b> Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-5 weeks
<b>Phase 3 – Website Reveal</b> Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and take-aways assigned.	3-5 weeks
<b>Phase 4 – Customized Training</b> Includes: Customized to give your staff the skills they need to maintain your website.	3-4 weeks
<b>Phase 5 – Go Live</b>	3-5 weeks
<b>Website Launch</b>	16 - 24 Weeks (On Average)

Average Project  
Timeline 16-24 Weeks

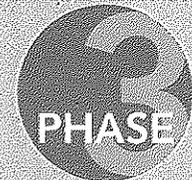


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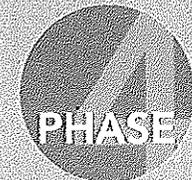
Timeline 3-6 Weeks



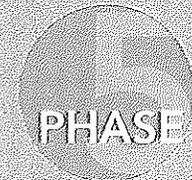
Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks





### *Kick-Off Meeting*

During the initial kick-off meeting, you will meet your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed. Your project manager will discuss the implications of deadlines and the expectations required to keep the project on track.

### *Phase 1: Website Optimization*

#### **Review Needs**

We will review where you are now and discuss where you want to go.

#### **Functionality, Design & Content**

We will review how you want your website to look, feel and function.

#### **Best Practices**

We will discuss our CivicPlus content best practices and standards.

### *Phase 2: Website Layout*

Based on your results and goals outlined during the website optimization phase, your project team will collaborate to present the most effective user interface for your website, ensuring a flexible design optimized to display in any format now and in the future.

### **Deliverables Include:**

- **Layout:** You will be presented with a custom layout that showcases the placement of your navigation and key functionality. Very similar to the floor plan of a house, the layout will allow you to focus on where things are and if the function and proportion of the space is adequate.
- **Global Navigation:** Simple navigation and consistent page layouts ensure that your visitors can easily find the information they seek. We'll provide you with a best practice navigation for your new website based on your community engagement goals and our prior experience in working with government entities.
- **Mood Board:** Your Project Team will also present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text and descriptive words. These items will be applied to the floor plan you choose. Think of this as the paint that will be used on the canvas that you have chosen.

*Average Project  
Timeline 16-24 Weeks*



**PHASE**

*Timeline 3-6 Weeks*



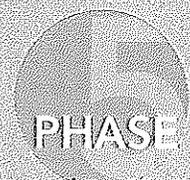
*Timeline 3-5 Weeks*



*Timeline 3-5 Weeks*



*Timeline 3-4 Weeks*



*Timeline 3-5 Weeks*



### Phase 3: Website Reveal

Your Project Team will present your layout, functionality and design based on your goals, our recommendations and our combined vision.

### Content Development

During the Kick-Off Meeting and Phase 1 your staff has the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

The CivicPlus content usability experts research and establish their standards from the following resources: Jakob Nielsen, [www.Usability.gov](http://www.Usability.gov) and [www.HowTo.gov](http://www.HowTo.gov). We will format and reorganize your content so it is easy for visitors to quickly scan and retrieve desired information. There is no limit to the pages you can create after you have gone through training.

### Design Review

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted. Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld. Custom designs are rarely produced in anticipation of a project.

Copyright authorization and/or photography production are required unless you already have quality, usable photographs.

### Accessibility Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet nearly all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.

*Average Project  
Timeline 16-24 Weeks*

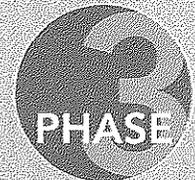


PHASE

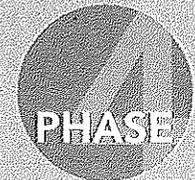
*Timeline 3-6 Weeks*



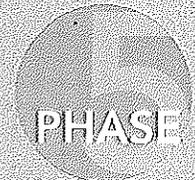
*Timeline 3-5 Weeks*



*Timeline 3-5 Weeks*



*Timeline 3-4 Weeks*



*Timeline 3-5 Weeks*



*Average Project  
Timeline 16-24 Weeks*



**Phase 4: Customized Training**

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website current. Trainers will work with you to ensure your staff is correctly trained. Before your site is launched, CivicPlus provides in-person or online webinar training to equip your staff with the knowledge, tools and comfort level needed to maintain the site's integrity upon Go Live.

Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

**Features, Module & Page Creation Training**  
Included in our training for Administrators & Content Contributors will be delivering an understanding of your site's navigation and page layout and how these affect target audiences. We will instruct your staff on creating area-rights and back-end features for site administration as well as review all the modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scannability.

CivicPlus training manuals and videos are available for download at no cost from our online resources.

**Phase 5: Go Live**

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you the information you need to prepare your site for Go Live.

**Testing and Review**

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date.

Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.

*You are now a part of the CivicPlus family and will continue to receive both technical and consultative support from our support and account management team.*

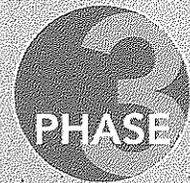


**PHASE**

*Timeline 3-6 Weeks*



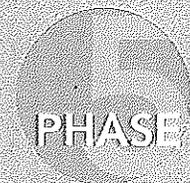
*Timeline 3-5 Weeks*



*Timeline 3-5 Weeks*



*Timeline 3-4 Weeks*



*Timeline 3-5 Weeks*



### Your Role

We will need your help to create the strongest possible website for your community. During the process, you will have homework. Yes, homework! We will need you to:

#### Assess Your Current Website

For the best consulting experience possible the following takeaways need to be completed prior to your consulting:

- **Functionality and Design Form** - Prior to starting this form, research other websites that you like based on functionality and design elements. Provide URLs and specifics about what you like. This form also asks for details on your community's tagline, logo and branding.
- **Web Team Form** - Prior to starting this form, please have an understanding of your project goals, focus and expectations. This allows your CivicPlus project team to develop a site specific to your needs and lays the foundation for developing a highly functional information architecture.
- **Content Form** - The information that you provide on this form will also help our content development professionals to assess your wants and needs.

#### Clean House and Update Content

We will need you to update the content on your current primary live website. This step is critical to guaranteeing the information available is relevant, fresh and on-point. Your staff should delete any pages from your current website that you no longer want or need and ensure the remaining information is applicable and up-to-date. If you are not able to access your current site, our team will work with you to ensure that your content needs are addressed.

#### Gather Photos and Logos

Collect pictures that will be used in the overall design and logos or branding that should remain consistent.

#### Department List

Provide a list of all departments in your organization.

#### Website Statistics

Provide statistics from your current site for the previous 12 months along with a list of all pages and downloaded documents.

#### Site Map

Provide the outline of your current site's navigational structure.

#### External Application List

Supply a list of all third-party or in-house applications being utilized.

#### Verbatim Content

Compile a list of any content on your current website that must be migrated verbatim to your new site.

#### Update Internet Browsers

*Average Project  
Timeline 16-24 Weeks*

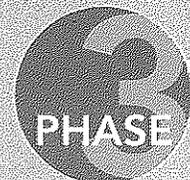


**PHASE**

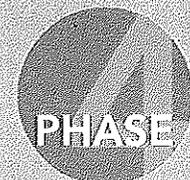
*Timeline 3-6 Weeks*



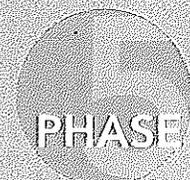
*Timeline 3-5 Weeks*



*Timeline 3-5 Weeks*



*Timeline 3-4 Weeks*



*Timeline 3-5 Weeks*



# SCOPE OF WORK

<p><b>Kick-Off Meeting</b>                  Deliverable: Project timeline, training jump start, online forms, kick-off meeting</p>	
<p><b>CivicPlus will:</b></p> <ul style="list-style-type: none"> <li>■ Assign a project manager to your project</li> <li>■ Conduct a project Kick-off meeting to review awarded contract</li> <li>■ Assign your dedicated project manager</li> <li>■ Establish communication plan for project duration</li> <li>■ Identify all key internal and external key stakeholders</li> <li>■ Develop project plan and timeline</li> <li>■ Provide project management and support</li> </ul>	<p><b>What we will need from you:</b></p> <ul style="list-style-type: none"> <li>■ Completion of: Functionality and Design Form, Web Team Form and Content Form (prior to Phase 1)</li> <li>■ Attend Kick-off meeting with key stakeholders and decision makers</li> <li>■ Approval of the project timeline</li> <li>■ Update current primary content and delete any pages no longer needed or not to be migrated.</li> </ul>
<p><b>Phase 1: Website Optimization</b>                  Deliverable: Website optimization meeting</p>	
<p><b>CivicPlus will:</b></p> <ul style="list-style-type: none"> <li>■ Provide communication support and status to key stakeholders via email or phone as needed</li> <li>■ Review goals and expectations you submitted on the completed forms to ensure all needs are clearly understood</li> </ul>	<p><b>What we will need from you:</b></p> <ul style="list-style-type: none"> <li>■ Gather and provide statistics from the current website for the previous 12 months</li> <li>■ Collect graphics to be incorporated in the new site</li> <li>■ Submit a list of all divisions and/or departments within the organization</li> <li>■ Submit a list of third-party and in-house developed applications presently being utilized</li> <li>■ A site map or outline of the current website's navigational structure</li> <li>■ A list of any content on the primary website that must remain intact (verbatim)</li> </ul>
<p><b>Phase 2: Website Layout</b>                  Deliverable: Website grayscale layout and mood board color pallet presentation</p>	
<p><b>CivicPlus will:</b></p> <ul style="list-style-type: none"> <li>■ Present one custom layout in grayscale and one mood board color palette including placement of navigation, graphic buttons and feature areas - based on previously determined goals</li> <li>■ Begin design development once approved</li> </ul>	<p><b>What we will need from you:</b></p> <ul style="list-style-type: none"> <li>■ Approval of and/or request changes to layout and mood board concepts</li> <li>■ Review of marketing packet material and guidelines</li> <li>■ Phase 2 - Website Layout billing milestone complete</li> </ul>



### Phase 3: Website Reveal

Deliverable: Website design and production

#### CivicPlus will:

- Present a fully functional website on production URL
- Migrate all agreed upon content pages
- Migrate Microsoft Word or .pdf documents of current, plus previous three years, of agendas and minutes
- Conduct a quality review of the website to ensure the statement of work is met, after approval of design and functionality
- Coordinate training needs

#### What we will need from you:

- Evaluate and provide feedback on design and content
- Collaborate with CivicPlus on proposed changes
- Provide all necessary DNS items identified
- Submit any revisions to design (until agreed deadline date determined during Kick-off meeting)
- Design changes requested after agreed deadline date, will cause Go Live date to be adjusted

### Phase 4: 3 Days of Webinar Training

Deliverable: Train *System Administrator(s)* on GCMS® Administration, permissions, setting up groups and users, module administration. *Basic User* training on pages, module entries, applying modules to pages. Applied use and usability consultation

#### CivicPlus will:

- Provide training as agreed upon for staff members, based on internal daily task and workflow
- Train staff on GCMS®, including updating content pages and modules
- Provide access to online training manuals and videos for additional assistance

#### What we will need from you:

- Provide a location for training with internet access
- Provide computers for training purposes
- Phase 4 - Training billing milestone complete

### Phase 5: Go Live

Deliverable: Custom website launched to the public.

#### CivicPlus will:

- Address system issues identified
- Redirect the domain name to the newly developed website once you sign off on the completed project

#### What we will need from you:

- Test GCMS® functionality and update the final site as per approved timeline
- Report any system issues
- Sign off on finalized site before Go Live

### Project Enhancements

CivicSend



SHARED VISION



Davidson, North Carolina  
[www.ci.davidson.nc.us](http://www.ci.davidson.nc.us)

Cristina Shaul  
 Public Information Officer  
 704-940-9602  
[cshaul@townofdavidson.org](mailto:cshaul@townofdavidson.org)

## EXPERIENCE & CLIENT REFERENCES

We have assisted more than 1,900 clients throughout the United States, Australia and Canada with the design, implementation and hosting of new, engaging, innovative and functional websites. Included are just a few examples of relevant sites, similar in scope to your project, which we have designed. But don't take our word for the success of these sites. Contact our clients and let them tell you about their experiences working with CivicPlus. Want to see more? Just let us know...we have about 1,900 we can share with you!



HEAR FROM  
 OUR CUSTOMERS

*"Converting our old web site in to the modern County web presence would have cost more in time and frustration than the reasonable cost associated with hiring CivicPlus consulting staff to lead the way."*

**Snohomish County, WA**  
 David Stroble  
 Business Analysis & Project  
 Management Team





**Lake Wales, Florida**  
[www.cityoflakewales.com](http://www.cityoflakewales.com)

Kevin Sunderland  
 IT Network Administrator  
 863-808-7496  
[kesunderland@cityoflakewales.com](mailto:kesunderland@cityoflakewales.com)



**Sebring, Florida**  
[www.mysebring.com](http://www.mysebring.com)

Paul Anderson  
 IT Director  
 863-471-5112  
[paulanderson@mysebring.com](mailto:paulanderson@mysebring.com)



**Snohomish County,  
 Washington**  
[www.snohomishcountywa.gov](http://www.snohomishcountywa.gov)

Dave Stroble  
 Web Project Manager  
 425-388-7020  
[david.stroble@snoco.org](mailto:david.stroble@snoco.org)



**HEAR FROM OUR  
 CUSTOMERS**

*"A company is created by its people. The CivicPlus staff is phenomenal. CivicPlus is going to understand what your town means to you and your residents and how you want your town or city to appear. They are just as passionate about promoting your area as you are."*

**Castle Rock, Colorado**  
 Karen McGrath





**La Habra, California**

[www.lahabracity.com](http://www.lahabracity.com)

Norissa Cuyno  
Community Information  
Coordinator  
562-383-4015  
[ncuyno@lahabracity.gov](mailto:ncuyno@lahabracity.gov)



**Erie, Colorado**

[www.erieco.gov](http://www.erieco.gov)

Katie Jenkins  
Communications & Marketing  
Coordinator  
303-926-2763  
[kjenkins@erieco.gov](mailto:kjenkins@erieco.gov)





# HOSTING & SECURITY SERVICES

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensures consistent and stable connections. We invest over \$1.0m annually in to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus offers two options for coverage.

### Included Hosting & Security Package

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.7% guaranteed up-time. We've got you covered.

### Platinum Hosting & Security Package

Ensuring your visitors can access your site and that it continues to be business as usual with least amount of interruption is attainable through the CivicPlus Platinum hosting and security. Cyber security is a high profile topic that makes the news almost daily. Every industry is a target, including local government. Our Platinum package protects your site through all of our included hosting and security features, but also adds the peace of mind of comprehensive and continuous DDoS protection. Our team has been pressure tested by high-profile events and has the experience and expertise to handle any situation. We've got you covered.

### Ongoing Protection Services

If you choose the Included Package and experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event. Whatever your needs are we have an option that will be a fit for your community.

### TOP CONSEQUENCES OF AN ATTACK

- 01 REPUTATION DAMAGE
- 02 DIMINISHED PRODUCTIVITY
- 03 REVENUE LOSSES

SOURCE: FORRESTER INSTITUTE, MARCH 2015

Hosting & Security Features	Included Hosting & Security	Platinum Upgrade Hosting & Security
<b>Data Center</b>		
■ Highly reliable data center	☑	☑
■ Managed network infrastructure	☑	☑
■ On-site power backup & generators	☑	☑
■ Multiple telecom/network providers	☑	☑
■ Fully redundant network	☑	☑
■ Highly secure facility	☑	☑
■ System monitoring	24/7/365	24/7/365



Hosting		
■ Automated GCMS software updates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Server management & monitoring	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Multi-tiered software architecture	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Server software updates & security patches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Database server updates & security patches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Antivirus management & updates	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Server-class hardware from nationally recognized provider	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Redundant firewall solutions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ High performance SAN with N+2 reliability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bandwidth		
■ Multiple network providers in place	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Burst bandwidth	22 Gb/s	45 Gb/s
Disaster Recovery		
■ Emergency after-hours support, live agent (24/7)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ On-line status monitor by Data Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Event notification emails	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Guaranteed recovery TIME objective (RTO)	8 hours	4 hours
■ Guaranteed recovery POINT objective (RPO)	24 hours	4 hours
■ Pre-emptive monitoring for disaster situations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Multiple data centers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Geographically diverse data centers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DDoS Mitigation		
Defined DDoS Attack Process		
■ Identify attack source	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Identify type of attack	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
■ Monitor attack for threshold* engagement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DDoS Advanced Security Coverage		
■ Continuous DDoS mitigation coverage	Not Included Additional coverage available at time of event. (Additional fees apply)	<input checked="" type="checkbox"/>
■ Content Distribution Network support		<input checked="" type="checkbox"/>
■ Proxy server support		<input checked="" type="checkbox"/>
■ Live User Detection service		<input checked="" type="checkbox"/>

\*Thresholds:

Traffic exceeds 25 Mb/s sustained for 2+ hours

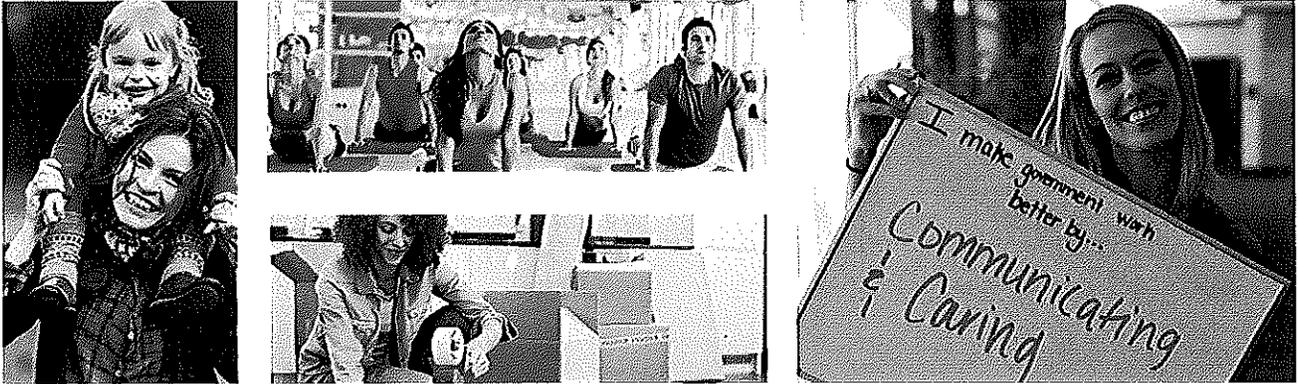
Traffic over 1 Gb/s at any point during attack



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## CONTINUING SERVICE & SUPPORT

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CivicPlus won't be with you just for the development, design and launch – we will be here year after year to respond to new needs and new opportunities for you to continue to have the best site possible. We offer all of our clients continuing support and additional advantages as a member of the CivicPlus family.

### **Dedicated Account Management**

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of Community Engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

### **Around-the-Clock Technical Support**

Our support personnel are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, and emergency services are available after regular hours with our on-call staff 24-hours a day.

In addition to fielding support requests, CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance to our clients that their site is in good hands.



Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install service patches for OS system enhancements	Shared Web/SQL Server DNS Consulting & Maintenance
24/7 Emergency Support	Fixes	Monitor bandwidth-router traffic
Dedicated support personnel	Improvements	Redundant ISP
2-hour response during normal hours	Integration	Redundant cooling
Usability improvements	Testing	Diesel powered generator
Integration of system enhancements	Development	Daily tape backup
Proactive support for updates & fixes	Usage License	Intrusion detection & prevention
Online training manuals		Antivirus protection
Monthly newsletters		Upgrade hardware
Routine follow-up check-ins		
CivicPlus Connection		

## COMPANY & CONTACT INFORMATION

Contact Information	Solomon Grover Regional Sales Manager Grover@CivicPlus.com 785-370-5741	Primary Office	302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Incorporated In	State of Kansas	Company Website	www.CivicPlus.com
Legal Name	Icon Enterprises, Inc. d/b/a CivicPlus	Company Founder	Ward Morgan, President/CEO
GSA Contract	# GS-35F-0124U	TIPS/TAPS Contract	# 2092613
CMAS Contract	# 3-13-70-2966A		



# PROJECT DEVELOPMENT ESTIMATE

All Quotes are in US Dollars and Valid for 60 Days from August 19, 2015.  
Prices per project - fixed

Project Development & Deployment	Initial GCMS® upgrades, maintenance and support Migration of 240 pages of existing content	Included
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Project Enhancements & Functionality	CivicSend 3 Days of Webinar Training	Included
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Hosting & Security	Included Hosting and Security Server storage not to exceed 20 GB	Included
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*Total Investment Year 1*

**\$24,491**

(Find out below how our CivicPlus Advantage alternative payment plan can assist you)



**Ongoing Protection Services** allows you to receive maximum benefit at minimal cost and protecting your investment is important. You'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up to date with our latest features and functionality. Includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, recurring training, and access to the CivicPlus community.

*Billed 12 months from contract signing - subject to annual 5% increase year three and beyond (Beginning Year 2)*

**\$4,881**



**CivicPlus Advantage** eases the budgetary impact of your new site and provides a level payment plan option which will dramatically lower your Year 1 Investment, project development and start-up costs. Through a minimum four-year contract, this zero interest plan spreads your investment costs over the life of the contract.

	1st year	2nd year	3rd year	4th year
CivicPlus Advantage Annual Investment Payments	\$11,418	\$11,418	\$11,418	\$5,125



**CIVICPLUS  
ADVANTAGE**

Find out below how our CivicPlus Advantage alternative payment plan can assist you.



**CIVICPLUS  
REDESIGN  
GUARANTEE**

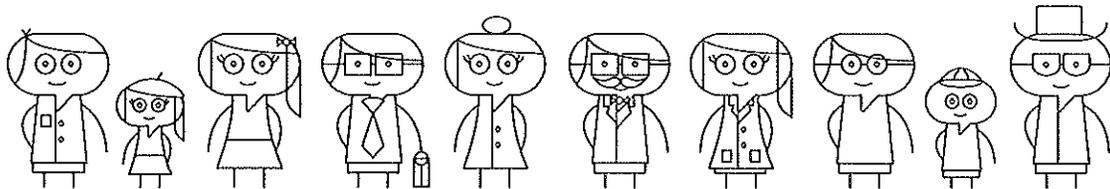
At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be re-built from the ground up again!



Optional Project Enhancements	One-Time Fee
<b>Phase 1: Process Roadmap Consultation</b> Three days on-site.	Optional - \$10,000
<b>Phase 1: Public Engagement Evaluation</b> Two days on-site.	Optional - \$7,800

FUNCTIONALITY OPTIONS	One-Time	Annual
<b>CivicMobile App (iOS &amp; Android)</b>	\$5,500	\$1,950
<b>CivicHR - Applicant Tracking</b> <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	n/a	\$4,495
<b>CivicHR – Onboarding</b> <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	*	*
<b>CivicHR – Performance Management</b> <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	*	*
<b>CivicHR – HRIS</b> <i>(Annual subscription fee is subject to an annual 5% increase year 3 and beyond)</i>	*	*
<b>Platinum Hosting and Security Upgrade - Per domain</b>	\$4,995	\$4,995

\*Please speak with Solomon Grover to receive a customized quote.



## CIVICPLUS FEATURES & FUNCTIONALITY

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules	Functionality
Agenda Center	Action Items Queue
Alerts Center & Emergency Alert Notification	Audit Trail / History Log
Archive Center	Automated PDF Converter
Bid Postings	Automatic Content Archiving
Blog	Dynamic Breadcrumbs
Business/Resource Directory	Dynamic Sitemap
Citizen Request Tracker™	Expiring Items Library
Community Connection	Graphic Link Administration
Community Voice™	Links Redirect
Document Center	Menu Management
ePayment Center or eCommerce Integration	Mouse-over Menu Structure
Facilities & Reservations	Live Editing and Page Creation
Frequently Asked Questions	Online Web Statistics
Forms Center	Printer Friendly/Email Page
Intranet	RSS
Job Postings	Site Layout Options
My Dashboard	Site Search & Entry Log
News Flash	Slideshow
Notify Me™ email and 500 SMS subscribers	Social Media Integration
Photo Gallery	User & Group Administration Rights
Quick Links	Web Page Upload Utility
Spotlight	Website Administrative Log
Staff Directory	



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## CIVICPLUS PREMIUM MODULES

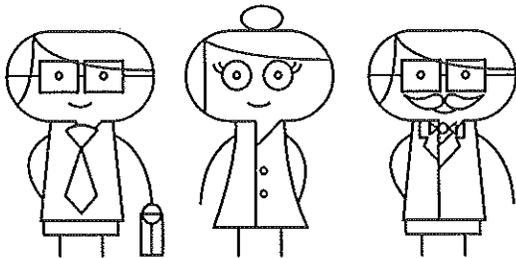
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- Agenda Center – Create and display agendas and minutes for various civic organizations
- Alert Center - Graphically show when there is an emergency or important notification
- Bid Postings - Simple and easy to use method of posting your bids
- Blog - Post opinions/information about various topics. Can also be set up to allow site visitors to comment and subscribe
- Business / Resource Directory – The *Yellow Pages* of your website
- Calendar – Create multiple calendars for various divisions and departments
- Citizen Request Tracker™ - Allow users to report a problem while providing follow-up communication with the point of contact
- Community Voice™ – Open forum in which citizens can interact while allowing you to showcase projects in your community
- Document Center – Organize and house documents in department or division folders and sub-folders
- Payment Center - Integrate eCommerce on your website with no third-party store to setup
- Facilities & Reservations - Facilities and meeting places in one convenient place allowing reservations online
- Form Center - Create custom online forms that can be completed and submitted online
- Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors
- Job Postings - Post available jobs in an easy to access manner
- My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- NotifyMe™ - Send out mass emails to subscribers of specific lists and modules, includes 500 SMS subscribers
- News Flash - Post organizational news items, right on your home page, that are important to your citizens
- Opinion Poll – Interact with your site visitors by posting various questions and polls
- Photo Gallery - Store and display photos
- Quick Links - Place links on any page
- Spotlight – Allows you to highlight important text or widgets in a compact, easy-to-update module
- Staff Directory - Detailed contact information for your staff and offices

### *Social Networking & Gov 2.0*

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. From community-centric pages on Facebook to real-time Twitter feeds that can deliver emergency alerts, we are dedicated to helping our clients integrate their web content into the most dynamic social media sites and make their marks in the world of Gov 2.0.

CivicPlus can sync your website to your Facebook and Twitter profiles to automatically publish news, notices, and calendar events on Facebook with a link to your website for more information. Twitter's short, 140-character "tweets"

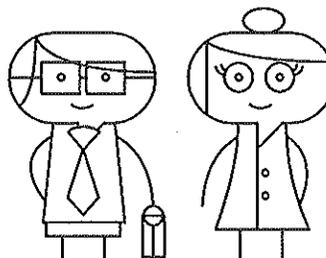


offers a way to distribute information quickly and effectively. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can be featured on your website as links to your profile on those websites.

### *Administrative Features*

- **Instantaneous Updates** – Once published, updates are posted to the live site in real time.
- **Browser Based** – No installation of programs or software needed! Your staff can update the site from an internet connection or platform (Mac or PC) at any time.
- **Mobile Updates** – Immediately upgrade your site from any location using your tablet or phone.
- **Action Items** – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.
- **Site Search and Search Log** – Powerful site search automatically indexes all content making it easy for visitors to find information. A log of all words that have been searched by visitors is kept, allowing you to update highly searched information and feature key items.
- **Automatic Alt Tags** – Built-in features ensure your site is Section 508 compliant without having to know the requirements.
- **Bad Links Identifier** - This module creates a list of the broken links on your site when they are accessed.
- **Content Creation** - The CivicPlus GCMS® makes it easy to add new content, edit old content, and keep page layout consistent through use of our *What You See Is What You Get* (WYSIWYG) editor. Content changes will not affect the design - site breadcrumbs, page structure and sitemaps will dynamically update upon publishing. With mega menus and drop-down, pop-out menu functionality, you can essentially get to any page on your website within a single click if desired!
- **Content Scheduling** - Material throughout the entire system can be set to auto-unpublish (expire) or it can be manually retired.
- **Content Versioning** - The GCMS includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content.

- **Dynamic Layout** - The layout for your website will be determined by you and the designer. Placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily.
- **Dynamic Page Components** - Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.
- **Dynamic Breadcrumbs and Site Map** - Dynamic Breadcrumbs are used to show a visitor's location within the site. Breadcrumbs are automatically generated by our system. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.
- **eCommerce Integration** - CivicPlus offers our ePayment Center in the GCMS, but we also work with numerous trusted third-party payment processors to handle payment and account information, allowing visitors to easily log on and pay bills ranging from property taxes to utilities.
- **History Log** - Easily tracks changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.
- **Integration/Interfacing** - CivicPlus' integration services work cohesively with most third-party software applications. We have the capability to link with most software or databases currently utilized. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.



- **Intranet** - An intranet is a secure location on your website that allows employees and other groups to login and access non-public resources and information. You will have the ability to set up multiple intranet groups with varying view rights.
- **Levels of Rights** - Levels of Rights may be defined as publishers (create or publish) or authors (create but not publish), or as administrators of modules. Assigned groups may have the right to update their own content without affecting web pages, menu structure, top of page, banner or navigation.
- **LDAP Authentication** - LDAP authentication provides a powerful and simple way to manage users and permissions within our system by syncing your website with your existing active directory database - negating the need for multiple user upload and sign-on. Because LDAP authentication requires custom programming time, additional fees apply.
- **Link Redirects** - Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>. A more intuitive approach to help visitors find particular pages.
- **Maps** – Help website users find commonly requested information such as bus routes, highways, tourist attractions, education information, major employers, or demographics. Maps can be simple, clickable maps, using our Image Map Editor, or more sophisticated JavaScript or Flash (additional fees required for JavaScript or Flash development).
- **Printer Friendly** - Our printer friendly functionality does separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **RSS Feeds** - RSS stands for Real Simple Syndication and in short, it brings your site to the people. After signing up, they receive email notifications of the latest news updates.
- **Supported Browsers** - CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari and Chrome.
- **Website Statistics** - Administrators will be trained on the use and analysis of web statistics, provided through Piwik Analytics.

### *Application Programming Interfaces*

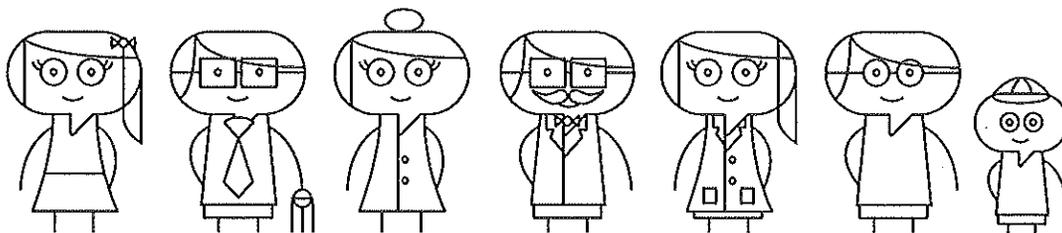
We have nearly a dozen application programming interfaces (APIs) throughout the system and continue to build more to make integrations with our GCMS\* and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs and tie them into the site, using the site itself as a sturdy platform on which to build.

### *Media Center - Mobile Video*

CivicPlus offers a robust mobile video experience as part of our Media Center solution. Consumption of mobile video is continuing to grow, and providing this option as part of your overall mobile experience is a must have to drive engagement. Media Center is available for an additional fee.

### **Mobile Video**

- Just about any file format is supported and are easily searchable, shareable and accessible from all devices.
- Live streaming is also available—use for anything from traffic cams to beach cams (additional charges may apply).



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## ADDITIONAL PRODUCTS

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# CIVICMOBILE®

Mobile device ownership is at an all-time high, and it's growing! In order to meet your citizens where they're at—you need to provide a comprehensive mobile experience. CivicPlus addresses all of your mobile needs including responsive web design, the CivicMobile app, and a robust mobile video experience as part of Media Center. Mobile devices are used everywhere for everything by everyone. Drive engagement by offering a robust mobile experience.

### Responsive Web Design

As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size of the device its being view on. This flexibility provides a seamless user experience.

### Benefits of Responsive Design

- Seamless experience between desktop and mobile device
- Shorter URL structure
- Easier management of search engine optimization
- Content adjusts to screen size and device orientation

### CivicMobile App

The CivicMobile App is designed to look and work great on both iOS and Android mobile devices. Designed to keep users informed, content and alerts can be scheduled for automatic delivery. The controls are simple and easy for anyone to use. The CivicMobile app is connected directly to your CivicPlus website; your content will always be in-sync with your mobile site visitors. Our professional staff makes sure the system stays up-to-date with hardware and software upgrades. This will ensure a system that is always optimized, secure and problem-free.

We work closely with our clients to match the aesthetics of their application – from the splash screen to the background imagery to the banner – with their website to create a polished and seamless theme across the different media with which your site visitors are interacting with you. Our mobile app is available for an additional fee.

### Benefits of CivicMobile:

- **Cross-Platform Compatibility.** CivicMobile is designed to both look and work great on both iOS and Android mobile devices. The controls are simple and easy for anyone to use.
- **Push Notifications.** The CivicMobile app will keep your citizens informed. Content and alerts can be scheduled for automatic delivery, freeing up local administrators for more pressing tasks.
- **Fully Integrated.** The CivicMobile app is connected directly to your CivicPlus website; your content will always be in-sync with your mobile citizens. Our professional staff makes sure the system stays up-to-date with hardware and software upgrades. This will ensure a system that is always optimized, secure and problem-free.
- **Custom Design.** We've got it covered. We work closely with our clients to match the aesthetics of their application – from the splash screen to the background imagery to the banner – with their website to create a polished and seamless theme across the different media with which your citizens are interacting with you.
- **Emergency Alerts.** Alert your citizens about emergencies in the community quickly and efficiently right to their mobile devices.





Civichr™ is the only software specifically focused on helping governments recruit, hire and engage employees with personalized customer service and easy implementation. Civichr™ simplifies the HR™ processes associated with hiring and engagement to help communities perform at their best. Our web-based platform integrates and organizes data, automates job postings, parses resumes, and simplifies onboarding and performance management. The Civichr™ tools are designed to help local government HR professionals hire, onboard, and manage highperforming employees.

**The suite includes the following product modules:**

- Applicant Tracking
- Employee Onboarding
- Performance Management
- Human Resource Information System (HRIS) Portal

To find more about Civichr, contact your sales manager and find out how Civichr has helped solve our clients' employee-related challenges.



CivicSend™ is a visually rich e-communication platform designed with governments and citizens in mind. It saves time, improves efficiency and increases citizen engagement.

CivicSend™ offers both beauty and brains. Our clients use CivicSend™ to deliver all types of non-emergency communication—from simple messages to event invitations to multi-image e-newsletters. Templates can be customized to reflect the client's style. CivicSend is built to communicate over multiple channels—email, text and social media from a single point of access. One communication solution. One user-friendly interface. Endless possibilities.

**The advantages of adding CivicSend™ are many:**

- Versatility and efficiency in multiple communication channel delivery
- Citizens can receive mobile responsive communication
- Keeps citizens informed and engaged
- Content posts to the front end of the client's website —no extra effort
- Intuitive and easy-to-use. Integrates with the CivicPlus GCMS® subscriber list
- Value-conscious for clients by offering unlimited emails and lists

To find out more about CivicSend™, contact your sales manager and find out how we have helped our clients keep citizens informed.



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# REQUIRED PROPOSAL SUBMITTAL FORMS

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Village of Palmetto Bay, Florida Website Redesign RFP No. 1415-03-003

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## SECTION 8.o: Required Proposal Submittal Forms

### DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: 

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015



**SUBCONTRACTOR LIST**

Consultant shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A	N/A	N/A	N/A



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: Website Design and Implementation  
Request for Proposals No. 1415-03-003

Name of Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

To Whom it May Concern,

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

**Contracted Services Information:**

Scope of Work: Website creation/re-design and content management system/maintenance. Customer service.

Length of Contract: Approx. 10 years as a client

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

Were the services provided acceptable and of quality standards?  Yes  No

Was the Consultant responsive to your requests and resourceful with the task?  Yes  No

Did the Consultant keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: The Town of Davidson, North Carolina

Name of Individual completing this form: Cristina Shawl, PIO

Signature: CShawl Title: Public Information Officer

Telephone: 704 940 9602 Email: cshawl@townofdavidson.org

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: Website Design and Implementation  
Request for Proposals No. 1415-03-003

Name of Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

To Whom it May Concern,

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

**Contracted Services Information:**

Scope of Work: Web Design, content development ,page layout, onsite training for webmasters, annual support

Length of Contract: Annual

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

Were the services provided acceptable and of quality standards:  Yes  No

Was the Consultant responsive to your requests and resourceful with the task?  Yes  No

Did the Consultant keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

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

**Comments:**

The transition was smooth, they listened to our ideas and incorporated things we liked from different websites we've visited. The onsite training was great and informative; we were able to start on our own right afterwards. The support has been quick to respond.

Name of Public Entity/Company: Village of Deer Park

Name of Individual completing this form: Karen Kasregis

Signature: Karen Kasregis

Title: Assistant to the Administrator

Telephone: 847-726-1648

Email: kkasregis@vodp.net

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: Website Design and Implementation  
Request for Proposals No. 1415-03-003

Name of Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

To Whom it May Concern,

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

**Contracted Services Information:**

Scope of Work: Basic website redesign on Aurora (mobile-responsive)

Project goals included becoming mobile responsive (No. 1 priority); getting a new design that was more representative of "Manhattan"; allowing for more online processes; getting a home page that would grab people's attention and encourage them to click; creating navigation that would be user friendly for all audiences (internal & external).

Length of Contract: Not sure what you mean - We're on a year-to-year contract, but have been with CivicPlus since 2006. The design contract was signed in August 2014; the site launched in January 2015.

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

Were the services provided acceptable and of quality standards:  Yes  No

Was the Consultant responsive to your requests and resourceful with the task?  Yes  No

Did the Consultant keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

The project team was awesome. They helped us form a vision and accomplish our goals.

Any issues we had while working through the design phase and initially when the site was handed over to us were handled professionally, and we were able to come to a mutually agreeable decision that fit design standards and our project goals.

We've been with CivicPlus a long time so we know what is and is not possible within the template of their websites. Knowing your parameters with whoever you choose will cause you fewer headaches in the long run.

Name of Public Entity/Company: City of Manhattan, Kansas

Name of Individual completing this form: Gayle Donaldson

Signature:  Title: Information/Program Coordinator

Telephone: 785-587-2410 Email: Donaldson@cityofmhc.com

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

Sincerely,

\_\_\_\_\_



# VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Website Design and Implementation  
Request for Proposals No. 1415-03-003

Name of Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

To Whom it May Concern,

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

**Contracted Services Information:**

Scope of Work: Website platform and content management services for the City of Durango municipality. Assisted in advice and consultation in set-up, design, and functionality.

Length of Contract: ANNUAL

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

Were the services provided acceptable and of quality standards?  Yes  No

Was the Consultant responsive to your requests and resourceful with the task?  Yes  No

Did the Consultant keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: City of Durango

Name of Individual completing this form: Wayne K Walsh

Signature: [Signature] Title: Public Information Specialist

Telephone: 970-375-5003 Email: wayne.walsh@durango.gov.org

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

Sincerely,

Litsy C. Pittser, Procurement Specialist



# VILLAGE OF PALMETTO BAY ■ REFERENCE FORM



Solicitation Information: Website Design and Implementation  
Request for Proposals No. 1415-03-003

Name of Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

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

**Contracted Services Information:**

Scope of Work: Civic Plus provides web support and website related information (i.e. products and services, trainings, special promotions, and others). Additionally, Civic Plus assists us in tailoring our website that best suites our community and those interested in visiting Cedar City.

Length of Contract: 4 years

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

Were the services provided acceptable and of quality standards:  Yes  No

Was the Consultant responsive to your requests and resourceful with the task?  Yes  No

Did the Consultant keep you fully informed of any updates and/or concerns related to the contracted services?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Comments:**

We are happy with our service with Civic Plus and would recommend their services to another organization.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: Cedar City Corporation

Name of Individual completing this form: Cameron Christensen

Signature: Cameron Christensen Title: Economic Development Coordinator

Telephone: 435-586-2770 Email: cameronc@cedarcity.org

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

Sincerely,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist



**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

**E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: 

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015



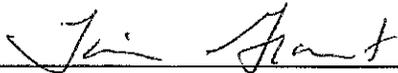
**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA        )  
                                  )        SS:  
COUNTY OF MIAMI-DADE )

Tim Grant being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Representative Agent the Consultant that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: 

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015



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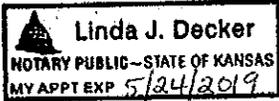
**ACKNOWLEDGMENT**

State of Florida Kansas

County of Riley

On this 14<sup>th</sup> day of August, 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Tim Grant and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal



NOTARY PUBLIC  
SEAL OF OFFICE:

Linda J. Decker  
NOTARY PUBLIC, STATE OF FLORIDA  
Kansas

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

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



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

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

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

By Tim Grant, Director of Sales

For Icon Enterprises, Inc., d/b/a CivicPlus

Whose business address is: 302 S. 4th St., Suite 500, Manhattan, KS 66502

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
48-1202104

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:  
A. A predecessor or successor of a person convicted of a public entity crime; or  
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a



controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered In the presence:

Signature of Official: Tim Grant

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015

CONTINUED ON FOLLOWING PAGE



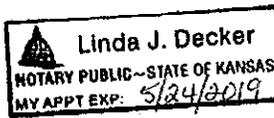
**ACKNOWLEDGMENT**

State of Florida Kansas

County of Riley

On this 14th day of <sup>August</sup> 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Tim Grant and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal  
Linda J. Decker  
NOTARY PUBLIC, STATE OF FLORIDA  
Kansas



NOTARY PUBLIC

SEAL OF OFFICE:

Linda J. Decker

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or -
- Did not take an oath.



**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

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

by: Tim Grant, Director of Sales  
*(print individual's name and title)*

for: Icon Enterprises, Inc., d/b/a CivicPlus  
*(print name of entity submitting sworn statement)*

whose business address is: 302 S. 4th St., Suite 500, Manhattan, KS 66502

and (if applicable) its Federal Employer Identification Number (FEIN) is: 48-1202104

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

I, being duly first sworn state: That the above named Consultant, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: 

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015



**ACKNOWLEDGMENT**

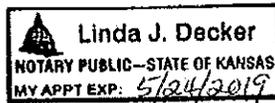
State of ~~Florida~~ Kansas

County of Riley

On this 14<sup>th</sup> day of August, 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Tim Grant and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

Linda J. Decker  
NOTARY PUBLIC, STATE OF FLORIDA  
Kansas



NOTARY PUBLIC

SEAL OF OFFICE:

Linda J. Decker

(Name of Notary Public: Print, Stamp or

Type as commissioned.)

- Personally known to me, or  
 Produced identification:

(Type of Identification Produced)

- Did take an oath or  
 Did not take an oath.





Signature of Official: \_\_\_\_\_

*Tim Grant*

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015

**ACKNOWLEDGMENT**

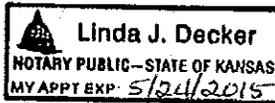
State of Florida Kansas

County of Riley

On this 14th day of August, 2015, before me, the undersigned Notary Public of the State of Florida personally appeared Tim Grant and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

*Linda J. Decker*  
NOTARY PUBLIC, STATE OF FLORIDA  
Kansas



NOTARY PUBLIC  
SEAL OF OFFICE:

Linda J Decker

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

Personally known to me, or  
 Produced identification:



(Type of Identification Produced)

Did take an oath or

Did not take an oath.



**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We Icon Enterprises, Inc., d/b/a CivicPlus (Consultant), hereby acknowledge and agree that we, as the Prime Consultant for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# 1415-03-003, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of \_\_\_\_\_:

(SubConsultant's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

*Tim Grant*

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015

Attest: \_\_\_\_\_

*Linda J Decker*

Print Name: \_\_\_\_\_

LINDA J Decker

Attest: \_\_\_\_\_

*Hayley Wells*

Print Name: \_\_\_\_\_

Hayley Wells





(Type of Identification Produced)

- Did take an oath of
- Did not take an oath.



**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

From February 2014 to February 2015, CivicPlus was debarred from performing construction services in the State of New York due to a filing error with the State Worker's Compensation Board. The issue has since been resolved and does not prevent CivicPlus from performing the types of services stated in this proposal.

Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: 

Name (typed): Tim Grant

Title: Director of Sales

Consultant: Icon Enterprises, Inc., d/b/a CivicPlus

Date: August 14, 2015



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# SERVICE LEVEL AGREEMENT

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CivicPlus will use commercially reasonable efforts to make the GCMS<sup>®</sup> available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

## Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
  - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
  - The main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

## Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.7%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

## Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.



If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”).

If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

### Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- “Datacenter availability” is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

#### Recovery Time Objective

8 Hours

#### Service Credit Percentage

10% of one month’s fee

#### Recovery Point Objective

24 Hours

#### Service Credit Percentage

10% of one month’s fee



## RESOLUTION NO. \_\_\_\_

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO THE 2016  
5 STATE LEGISLATIVE AGENDA; PROVIDING FOR A LISTING OF  
6 LEGISLATIVE POLICIES THAT ARE EITHER OPPOSED OR  
7 SUPPORTED BY THE VILLAGE COUNCIL FOR THE UPCOMING  
8 LEGISLATIVE SESSION; PROVIDING AN EFFECTIVE DATE; AND  
9 DIRECTING THE VILLAGE CLERK TO PROVIDE A COPY OF THE  
10 EXECUTED RESOLUTION TO THE VILLAGE LOBBYIST.  
11

12 WHEREAS, the Village Council has developed a Legislative Agenda that supports the  
13 priorities of the Village of Palmetto Bay for the 2016 Legislative session; and

14 WHEREAS, the Mayor and Village Council desire to lobby the State Legislature to  
15 consider and address these priorities.

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

19 Section 1. The Village Council hereby approves its 2016 Legislative Agenda, as  
20 further detailed in Section 2 below.

21 Section 2: The Village Council, collectively take positions to oppose or support certain  
22 legislative policies as further stated below:

- 23 1. Opposing Senate Bill 416, which requires local governments to bear the cost of  
24 utility relocations and/or utility work in public right-of-ways.
- 25 2. Opposing Senate Bill 256, which reduces the tax rates applied to the sales of  
26 certain communications services.
- 27 3. Opposing House Bill 215 intended to phase out taxes on the rental of  
28 commercial property and Senate Bill 116, which reduces the commercial property  
29 tax rate.
- 30 4. Opposing legislation that mandates standard general election dates for odd-  
31 numbered years for local municipal governing bodies, which includes extending  
32 terms of incumbent officers, if necessary.
- 33 5. Seeking legislation to be adopted that would provide Sunshine Law Exemption  
34 for advisory committees consisting of youths.

35  
36 Section 3. The above whereas clauses are incorporated by reference.

37  
38 Section 4. This resolution shall take effect immediately upon approval.

39  
40 Section 5. The Village Clerk shall provide executed copies of this resolution to the  
41 Village's lobbyist.  
42

1 PASSED and ADOPTED this \_\_\_\_\_ day of November, 2016.

2

3

4

Attest: \_\_\_\_\_

5

Meighan Alexander

\_\_\_\_\_

6

Village Clerk

Eugene Flinn

7

Mayor

8

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE

9

USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

10

11

12

\_\_\_\_\_  
Dexter W. Lehtinen

13

Village Attorney

14

15

FINAL VOTE AT ADOPTION:

16

17

Council Member Karyn Cunningham \_\_\_\_\_

18

19

Council Member Tim Schaffer \_\_\_\_\_

20

21

Council Member Larissa Siegel Lara \_\_\_\_\_

22

23

Vice-Mayor John DuBois \_\_\_\_\_

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25

Mayor Eugene Flinn \_\_\_\_\_

26

## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO THE 2016 STATE LEGISLATIVE AGENDA; APPROVING THE FUNDING PRIORITIES FOR THE VILLAGE; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE VILLAGE CLERK TO PROVIDE A COPY OF THE EXECUTED RESOLUTION TO THE VILLAGE LOBBYIST.

WHEREAS, the Village Council has developed a Legislative Agenda that supports the priorities of the Village of Palmetto Bay for the 2016 Legislative session; and

WHEREAS, the Mayor and Village Council desire to lobby the State Legislature to consider and address these priorities.

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

**Section 1.** The Village Council hereby approves its 2016 Legislative Agenda, as further detailed in Section 2 below.

**Section 2:** The Village Council hereby supports and approves the following priorities for funding, in the order provided below:

1. Seeking support and funding assistance for the construction of a multimodal center on publicly-owned land located in the downtown redevelopment area.
2. Maximizing all available appropriation and funding opportunities to implement stormwater and other needed infrastructure projects throughout the Village.
3. Requesting funding assistance and partnership opportunities for projects that enhance mobility and create a network of interconnected lanes in support of bicycle & pedestrian activity within the Village, with opportunities for possible expansion outside Village boundaries.
4. Seeking funding assistance for the acquisition of environmentally-sensitive Bayfront land, and support for the Village's FRDAP projects.

**Section 3.** The above whereas clauses are incorporated by reference.

**Section 4.** This resolution shall take effect immediately upon approval.

**Section 5.** The Village Clerk shall provide executed copies of this resolution to the Village's lobbyist.

PASSED and ADOPTED this \_\_\_\_\_ day of November, 2016.

Attest: \_\_\_\_\_  
Meighan Alexander  
Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor

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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 \_\_\_\_\_




---

To: Honorable Mayor and Village Council      Date: November 2, 2015  
 From: Edward Silva, Village Manager      Re: Library Bond Refinancing

---

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS REFUNDING REVENUE NOTE, SERIES 2015 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,315,000 TO REFUND AN OUTSTANDING LOAN, AS MORE FULLY DESCRIBED HEREIN; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE NOTE TO WHITNEY BANK D/B/A HANCOCK BANK PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT BY AND AMONG THE FLORIDA MUNICIPAL LOAN COUNCIL, THE VILLAGE OF PALMETTO BAY, FLORIDA AND WHITNEY BANK D/B/A HANCOCK BANK; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; PROVIDING FOR THE ADOPTING OF REPRESENTATIONS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE NOTE; AND PROVIDING AN EFFECTIVE DATE.**

#### **BACKGROUND AND ANALYSIS**

The Council approved in 2005 a \$1,495,000 4.46% bond with the Florida League of Cities pooled bond program to assist in the completion of the Palmetto Bay library building. The bond contract has a call provision that would allow the Village to refinance the bonds after October 2015. The Village of Palmetto Bay contracted with the Florida League of Cities to issue an RFP to refinance the bond. The League received five responses to the RFP, which Hancock Bank had the most favorable terms for the Village. To refinance the Bond the Village will need \$1,252,148, and Hancock Bank has offered a 15 year maturity at 2.359 percent. Based on the terms of the loan the Village would save \$357,976 over the life of the loan, which is equivalent to \$218,594 present value dollars.

#### **BUDGET AND FISCAL IMPACT**

The expected debt service cost for refinancing the bonds is estimated at \$98,767 which is

approximately \$6,343 more than the current \$92,424 average annual payment. The Village does receive \$108,981 in rent from the County.

**RECOMMENDATION**  
Approval is recommended.

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RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS REFUNDING REVENUE NOTE, SERIES 2015 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$1,315,000 TO REFUND AN OUTSTANDING LOAN, AS MORE FULLY DESCRIBED HEREIN; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF THE NOTE TO WHITNEY BANK D/B/A HANCOCK BANK PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT BY AND AMONG THE FLORIDA MUNICIPAL LOAN COUNCIL, THE VILLAGE OF PALMETTO BAY, FLORIDA AND WHITNEY BANK D/B/A HANCOCK BANK; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION; PROVIDING FOR THE ADOPTING OF REPRESENTATIONS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE NOTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, participating governmental units have created the Florida Municipal Loan Council (the "Council") pursuant to a certain Interlocal Agreement and pursuant to Chapter 163, Part I, Florida Statutes, for the purpose of issuing its bonds to make loans to participating governmental units for qualified projects; and

WHEREAS, the Village of Palmetto Bay, Florida (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, on October 5, 2015, the Issuer enacted Ordinance No. 2015-11 (the "Ordinance") authorizing the borrowing of money and the issuance of debt for the primary purpose of refinancing the loan previously undertaken from the Council by the Issuer dated as of September 1, 2005 (the "Refunded Loan"); and

WHEREAS, the Issuer determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to refinance the Refunded Loan in order to achieve debt service savings; and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its not to exceed \$1,315,000 Refunding Revenue Note, Series 2015 (the "Note") pursuant to a Loan Agreement by and among the Issuer, the Council and Whitney Bank d/b/a Hancock Bank (the "Purchaser") in substantially the form attached hereto as Exhibit A (the "Loan Agreement"), to refinance the Refunded Loan, together with other legally available revenues of the Issuer; and

1           WHEREAS, debt service on the Note will be secured by a covenant to budget and  
2 appropriate legally available non-ad valorem revenues of the Issuer (the "Non-Ad Valorem  
3 Revenues"), as described herein; and  
4

5           WHEREAS, the Issuer anticipates that the Non-Ad Valorem Revenues shall be sufficient  
6 to pay all principal of and interest and prepayment premium, if any, on the Note, as the same  
7 becomes due, and to make all deposits or payments required by this Resolution and the Loan  
8 Agreement; and  
9

10          WHEREAS, the Note shall not constitute a general obligation, or a pledge of the faith,  
11 credit or taxing power of the Issuer, the State of Florida, or any political subdivision thereof, within  
12 the meaning of any constitutional or statutory provisions. Neither the State of Florida, nor any  
13 political subdivision thereof, nor the Issuer shall be obligated (i) to exercise its ad valorem taxing  
14 power in any form on any real or personal property of or in the Issuer to pay the principal of the  
15 Note, the interest thereon, or other costs incidental thereto or (ii) to pay the same from any other  
16 funds of the Issuer except from the Non-Ad Valorem Revenues budgeted and appropriated, in the  
17 manner provided in this Resolution and the Loan Agreement. The Note shall not constitute a lien  
18 on any property owned or situated within the limits of the Issuer; and  
19

20          WHEREAS, after going through a competitive request for proposal process, it is hereby  
21 found, determined and declared that due to the present volatility of the market for tax-exempt  
22 obligations such as the Note and the complexity of the transactions relating to such Note, it is in the  
23 best interest of the Issuer to sell the Note at a private negotiated sale, allowing the Issuer to enter the  
24 market at the most advantageous time, rather than at a specified advertised date, thereby permitting  
25 the Issuer to obtain the best possible price and interest rate for the Note; and  
26

27          WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest  
28 of the Issuer to authorize the Village Manager or the Finance Director to accept the offer from the  
29 Purchaser to purchase the Note at a private negotiated sale upon the terms and conditions set forth  
30 in the Ordinance, this Resolution, the Loan Agreement and in the loan commitment dated October  
31 9, 2015, submitted by the Purchaser for the purchase of the Note, a copy of which is attached hereto  
32 as Exhibit D (the "Commitment"); and  
33

34          WHEREAS, the Purchaser will provide to the Issuer, prior to the sale of the Note, a  
35 disclosure statement regarding the Note containing the information required by Section 218.385,  
36 Florida Statutes.  
37

38           **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
39 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
40

41           **SECTION 1. ADOPTION OF REPRESENTATIONS.** The foregoing Whereas  
42 paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific  
43 part of this Resolution.  
44

45           **SECTION 2. AUTHORITY.** This Resolution is adopted pursuant to the Florida  
46 Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; the Ordinance; and other  
47 applicable provisions of law.

1           **SECTION 3. AUTHORIZATION OF THE NOTE.** Subject and pursuant to the  
2 provisions of the Ordinance and this Resolution, an obligation of the Issuer to be known as "Village  
3 of Palmetto Bay, Florida, Refunding Revenue Note, Series 2015" is hereby authorized to be issued  
4 under and secured by the Ordinance, this Resolution and the Loan Agreement in the principal  
5 amount of not to exceed \$1,315,000, for the purposes of, together with other legally available  
6 revenues of the Issuer, (i) refunding the Refunded Loan; and (ii) paying the transaction costs  
7 associated with the Note.  
8

9           **SECTION 4. AUTHORIZATION OF THE REFINANCING.** The refinancing of  
10 the Refunded Loan is hereby authorized.  
11

12           **SECTION 5. NEGOTIATED SALE.** Because of the characteristics of the Note,  
13 prevailing market conditions, the ability of the Issuer to access direct purchase with the Purchaser  
14 and for the Issuer to receive the benefits of lower interest rates and issuance costs, it is hereby  
15 determined that it is in the best interest of the Issuer to accept the offer of the Purchaser to  
16 purchase the Note at a private negotiated sale. Prior to the issuance of the Note, the Issuer shall  
17 receive from the Purchaser the Purchaser's Certificate, substantially in the form attached hereto as  
18 Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida  
19 Statutes, substantially in the form attached hereto as Exhibit C.  
20

21           **SECTION 6. DESCRIPTION OF THE NOTE.** The principal amount of the Note  
22 shall not exceed \$1,315,000. The Note shall be made as a tax-exempt borrowing, which shall include  
23 costs of issuance incurred by the Issuer, the Council, the Florida League of Cities, Inc.  
24 administrative fees and other ongoing costs, shall have such terms, and shall bear interest and shall  
25 be repayable according to the terms and conditions set forth in this Resolution, the Loan Agreement  
26 and the Note. The Note is to be in substantially the form set forth on Exhibit B of the Loan  
27 Agreement, together with such changes as shall be approved by the Village Manager or Acting  
28 Village Manager, such approval to be conclusively evidenced by the execution thereof by the Village  
29 Manager or Acting Village Manager. The Note shall be executed with the manual or facsimile  
30 signature of the Village Manager or Acting Village Manager, shall be attested with the manual or  
31 facsimile signature of the Village Clerk and shall be approved as to the form and legal sufficiency by  
32 the Village Attorney. In case any one or more of the officers who shall have signed or sealed the  
33 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer  
34 before the Note so signed and sealed has been actually sold and delivered, the Note may  
35 nevertheless be sold and delivered as herein provided and may be issued as if the person who signed  
36 or sealed the Note had not ceased to hold such office. The Note may be signed and sealed by such  
37 person who at the actual time of the execution of the Note shall hold the proper office of the Issuer,  
38 although, at the date of the Note, such person may not have held such office or may not have been  
39 so authorized.  
40

41           **SECTION 7. ACCEPTANCE OF COMMITMENT.** The Issuer hereby accepts the  
42 Commitment to provide the Issuer with a loan in the principal amount of not to exceed \$1,315,000.  
43 To the extent of any conflict between the provisions of the Ordinance, this Resolution or the Loan  
44 Agreement and the Commitment, the provisions of the Ordinance, this Resolution and the Loan  
45 Agreement shall prevail.  
46

47           **SECTION 8. AUTHORIZING AND AWARD OF NOTE.** The issuance by the Issuer  
48 of the Note in a principal amount not to exceed \$1,315,000 to secure the repayment of the loan

1 being provided by the Purchaser pursuant to the Commitment in accordance with the terms of the  
2 Loan Agreement, which Note shall bear interest (calculated on the basis of twelve 30-day months  
3 and a 360-day year) at a fixed rate of 2.359% (subject to adjustment as described in the Loan  
4 Agreement and the Note), mature on October 1, 2030, be subject to prepayment and have such  
5 other characteristics as are provided in the Loan Agreement and the Note, and which shall be  
6 secured by a covenant to budget and appropriate the Non-Ad Valorem Revenues, as described  
7 herein, is hereby authorized and approved.  
8

9 **SECTION 9. APPROVAL OF LOAN AGREEMENT.** The Village Manager or  
10 Acting Village Manager, as attested by the City Clerk or Acting City Clerk and approved as to form  
11 and correctness by the City Attorney, or any other appropriate officers of the Issuer, are hereby  
12 authorized and directed to execute and deliver the Loan Agreement to evidence the Note, to be  
13 entered into by and among the Issuer, the Purchaser and the Council in substantially the form  
14 attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the  
15 Village Manager or Acting Village Manager, the execution thereof being conclusive evidence of such  
16 approval.  
17

18 **SECTION 10. APPROVAL OF ESCROW DEPOSIT AGREEMENT.** The Village  
19 Manager or Acting Village Manager, as attested by the Village Clerk and approved as to form and  
20 correctness by the Village Attorney, or any other appropriate officers of the Issuer, are hereby  
21 authorized and directed to execute and deliver the Escrow Deposit Agreement to be entered into by  
22 and among the Issuer, the Council and The Bank of New York Mellon Trust Company, N.A. (the  
23 "Escrow Agent"), in substantially the form attached hereto as Exhibit E (the "Escrow Deposit  
24 Agreement") with such changes, insertions and omissions as may be approved by the Village  
25 Manager or Acting Village Manager, the execution thereof being conclusive evidence of such  
26 approval.  
27

28 **SECTION 11. OTHER INSTRUMENTS.** The Mayor, Vice Mayor, the Village Clerk,  
29 the Village Manager, Acting Village Manager, the Finance Director, the Village Attorney and other  
30 officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all  
31 acts and things required of them by the Ordinance, this Resolution and the Loan Agreement or  
32 desirable or consistent with the requirements thereof and hereof, for the full, punctual and complete  
33 performance of all of the terms, covenants and agreements contained in the Note, the Ordinance,  
34 this Resolution and the Loan Agreement, and they are hereby authorized to execute and deliver all  
35 documents which shall be required by Note Counsel, the Council or the Purchaser to effectuate the  
36 sale of the Note. All action taken to date by the officers, attorneys and any other agents and  
37 employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed  
38 and ratified.  
39

40 **SECTION 12. ADDITIONAL INFORMATION.** The Note and the Loan Agreement  
41 shall not be executed and delivered unless and until the Issuer has received all information required  
42 by Section 218.385, Florida Statutes.  
43

44 **SECTION 13. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED**  
45 **OBLIGATION.** The Issuer promises that it will promptly pay the principal of, premium, if any,  
46 and interest on the Note at the place, on the dates and in the manner provided therein according to  
47 the true intent and meaning hereof and thereof. The Note shall not be or constitute a general  
48 obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12

1 of the Florida Constitution, but shall be payable solely from the Non-Ad Valorem Revenues in  
2 accordance with the terms of the Ordinance, this Resolution and the Loan Agreement. No holder  
3 of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem  
4 taxing power or taxation of any real or personal property thereon or the use or application of ad  
5 valorem tax revenues to pay the Note, or be entitled to payment of the Note from any funds of the  
6 Issuer except from the Non-Ad Valorem Revenues as described in the Ordinance, this Resolution  
7 and Loan Agreement.

8  
9 **SECTION 14. SECTION 265 DESIGNATION OF THE NOTE.** The Issuer hereby  
10 designates the Note in the amount which is issued hereunder, which shall be an amount not to  
11 exceed \$1,315,000 (which together with any previous tax-exempt debt of the Issuer issued in the  
12 calendar year 2015 totals less than \$10,000,000) as a "qualified tax-exempt obligation" for purposes  
13 of Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended. There are no entities  
14 which are subordinate to or which issue obligations on behalf of the Issuer. The Issuer hereby  
15 covenants and agrees not to take any action or to fail to take any action if such action or failure  
16 would cause the Note to no longer be a "qualified tax-exempt obligation."  
17

18 **SECTION 15. EFFECTIVE DATE.** This Resolution shall take effect immediately upon  
19 its passage.

20 **PASSED and ADOPTED** this \_\_\_\_\_ day of November, 2015.

21  
22  
23 Attest: \_\_\_\_\_  
24 Meighan Alexander  
25 Village Clerk

\_\_\_\_\_  
Eugene Flinn  
Mayor

26  
27 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE  
28 OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:  
29

30 \_\_\_\_\_  
31 Dexter W. Lehtinen  
32 Village Attorney

33  
34 **FINAL VOTE AT ADOPTION:**

35 Council Member Karyn Cunningham \_\_\_\_\_

36 Council Member Tim Schaffer \_\_\_\_\_

37 Council Member Larissa Siegel-Lara \_\_\_\_\_

1 Vice-Mayor John DuBois \_\_\_\_\_

2 Mayor Eugene Flinn \_\_\_\_\_

3

4

EXHIBIT A

FORM OF LOAN AGREEMENT

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LOAN AGREEMENT

By and Among

WHITNEY BANK D/B/A HANCOCK BANK,

FLORIDA MUNICIPAL LOAN COUNCIL,

and

VILLAGE OF PALMETTO BAY, FLORIDA

Dated as of November 1, 2015

---

This Instrument Prepared By:

JoLinda Herring, Esquire  
Bryant Miller Olive P.A.  
SunTrust International Center  
1 SE 3rd Avenue, Suite 2200  
Miami, Florida 33131

and

Jason M. Breth, Esquire  
Bryant Miller Olive P.A.  
101 North Monroe Street, Suite 900  
Tallahassee, Florida 32301

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EXHIBIT A: OPINION OF BORROWER'S COUNSEL  
EXHIBIT B: FORM OF NOTE

## LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement") dated as of November 1, 2015, and entered into among WHITNEY BANK D/B/A HANCOCK BANK, a Mississippi banking corporation and its successors and assigns (the "Purchaser"), the FLORIDA MUNICIPAL LOAN COUNCIL (the "Council"), a separate legal entity and public body corporate and politic duly created and existing under the Constitution and laws of the State of Florida, and the VILLAGE OF PALMETTO BAY, FLORIDA (the "Borrower"), a duly constituted municipality under the laws of the State of Florida.

### WITNESSETH:

WHEREAS, pursuant to the authority of the hereinafter defined Act, the Council desires to assist the Borrower in participating in a program to provide a loan for the amount necessary to enable the Borrower to refinance the Refunded Loan, as hereinafter defined, the proceeds of which were used by the Borrower to finance the construction of a library building; and

WHEREAS, the Borrower desires the Council facilitate the purchase of the Note, as hereinafter defined, by the Purchaser, which is issued by the Borrower, and to borrow such amount subject to the terms and conditions of and for the purposes set forth in this Loan Agreement; and

WHEREAS, the Council is a separate legal entity and public body corporate and politic duly created and existing under the laws of the State of Florida (the "State") organized and existing under and by virtue of the Interlocal Agreement among initially, the City of DeLand, Florida, the City of Rockledge, Florida and the City of Stuart, Florida, as amended and supplemented, together with the additional governmental entities who become members of the Council, in accordance with Chapter 163, Part I, Florida Statutes, as amended (the "Interlocal Act"); and

WHEREAS, the Council has determined that there is substantial need within the State for a financing program (the "Program"), which will provide or otherwise arrange for funds for qualifying projects for participating local governments; and

WHEREAS, the Council has determined that the public interest will best be served and that the purposes of the Interlocal Act can be more advantageously obtained by the Council's administering the Program whereby funds are provided by the Purchaser and loaned directly to the Borrower to refinance, together with other legally available revenues of the Borrower, the Refunded Loan, and secured by the Note issued by the Borrower; and

WHEREAS, the Borrower is authorized under and pursuant to the Act to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, the Borrower has determined that a covenant to budget and appropriate Non-Ad Valorem Revenues, as hereinafter defined, shall secure the Borrower's obligations under this Loan Agreement and the Note; and

WHEREAS, the Council and the Borrower have determined that the lending of funds by the Purchaser to the Borrower pursuant to the terms of this Loan Agreement will assist in the development and maintenance of the public welfare of the residents of the State and the areas served by the Borrower, and shall serve a public purpose by improving the health and living conditions, and providing adequate governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs in the State; and

WHEREAS, neither the Council, the Borrower nor the State or any political subdivision thereof, shall in any way be obligated to pay the principal of, premium, if any, or interest on that certain revenue note of the Borrower designated the "Village of Palmetto Bay, Florida Refunding Revenue Note, Series 2015" (the "Note") except as stated herein as the same shall become due, and the issuance of the Note hereunder shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment, except that the Note shall be payable by the Borrower and secured solely from the funds and revenues pledged under and pursuant to this Loan Agreement; and

WHEREAS, the Purchaser is willing to purchase the Note from the Borrower as set forth herein in order to provide the funds to finance the Loan, as hereinafter defined.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

#### SECTION 1.01. Definitions.

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement shall have the following meanings, and any other hereinafter defined words and terms, shall have the meanings as therein defined.

"Accountant" shall mean the independent certified public accountant or firm of certified public accountants at the time employed by the Borrower under the provisions of this Loan Agreement to perform and carry out the duties imposed on the Accountant by this Loan Agreement.

"Act" means, collectively, to the extent applicable to the Borrower, Chapter 163, Part I, Florida Statutes, and Chapter 166, Part II, Florida Statutes, and Chapter 125, Part I, Florida Statutes, each as amended, and all other applicable provisions of law.

"Additional Payments" means payments required by Section 5.02 hereof.

"Administration Fee" means the fee by that name described in Section 4.04 hereof.

"Authorized Representative" means, when used pertaining to the Council, the Chairman and/or Vice Chairman of the Council and such other designated members, agents or representatives as may hereafter be selected by Council resolution; and, when used with reference to the Borrower, means the person performing the functions of the Village Manager or Acting Village Manager thereof or other officer authorized to exercise the powers and perform the duties of the Village Manager; and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

"Borrower" means the Village of Palmetto Bay, Florida.

"Business Day" means any day of the year which is not a Saturday or Sunday or a day on which the Purchaser or banking institutions located in the State are required or authorized to remain closed.

"CAFR" means a Comprehensive Annual Financial Report.

"Certificate," "Statement," "Request," "Requisition" and "Order" of the Borrower means, respectively, a written certificate, statement, request, requisition or order signed in the name of the Borrower by its Village Manager or Acting Village Manager, or such other person as may be designated and authorized to sign for the Borrower. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"Closing" means the closing of the Loan pursuant to this Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated, proposed or applicable thereunder.

"Commencement Date" means the date when the term of this Loan Agreement begins and the obligation of the Borrower to make Loan Repayments accrues.

"Council" means the Florida Municipal Loan Council, its successor or assigns.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for the Council, the Purchaser or the Borrower.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

"Escrow Agent" shall mean the current trustee for the Refunded Bonds which is a qualifying bank or trust company and which shall execute the Escrow Deposit Agreement with the Council and the Borrower prior to the issuance of the Note.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement which shall be executed and delivered by and among the Council, the Borrower and the Escrow Agent, which agreement shall be in substantially the form approved by the parties thereto.

"Escrow Requirement" shall have the meaning assigned to such term in the Escrow Deposit Agreement.

"Event of Default" shall have the meaning ascribed to such term in Section 9.01 of this Loan Agreement.

"Fiscal Year" means the fiscal year of the Borrower.

"Governmental Obligations" means (i) non-callable direct obligations of the United States of America ("Treasuries"), (ii) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (iii) pre-refunded municipal obligations rated "AAA" and "Aaa" by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P") and Moody's Investors Service ("Moody's"), respectively, (iv) securities eligible for "AAA" defeasance under then existing criteria of S&P, or (v) any combination of the foregoing.

"Interest Payment Date" means April 1 and October 1 of each year, commencing April 1, 2016.

"Interest Period" means the semi-annual period between Interest Payment Dates.

"Interlocal Act" means Chapter 163, Part I, Florida Statutes.

"Interlocal Agreement" means that certain Interlocal Agreement originally dated as of December 1, 1998, initially among the City of Stuart, Florida, the City of Rockledge, Florida and

the City of DeLand, Florida, together with the additional governmental entities who become members of the Council, all as amended and supplemented from time to time.

"Loan" means the Loan made to the Borrower from Note proceeds to refinance the Refunded Loan in the amount specified in Section 3.01 herein.

"Loan Agreement" means this Loan Agreement and any amendments and supplements hereto.

"Loan Repayments" means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

"Loan Term" means the period commencing upon Closing and terminating after payment in full of the amounts due under this Loan Agreement, as provided for in Section 4.02 of this Loan Agreement.

"Maturity Date" means October 1, 2030.

"Maximum Rate" means the maximum rate of interest permitted by law.

"Non-Ad Valorem Revenues" means all revenues and taxes of the Borrower derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available for Loan Repayments.

"Note Counsel" means Bryant Miller Olive P.A., or any other nationally recognized bond counsel mutually acceptable to the Council and the Noteholder.

"Noteholder" or "Holder" or "holder of Note" or "Owner" or "owner of Note" or "Purchaser" whenever used herein with respect to a Note, means the person in whose name such Note is registered.

"Note" means the \$1,252,148.39 Village of Palmetto Bay, Florida Refunding Revenue Note, Series 2015.

"Note Year" means a 12-month period beginning on October 2 and ending on and including the following October 1, except for the first period which begins on November 9, 2015.

"Opinion of Counsel" means an opinion in writing by Counsel, who may, but need not be, counsel to the Council, the Borrower or the Purchaser.

"Opinion of Note Counsel" means an opinion in writing by Note Counsel.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

"Principal Payment Date" means October 1, 2016, and thereafter each October 1 through the Maturity Date.

"Program" means the Council's program of making or arranging for loans under the Act for financing or refinancing a qualifying project.

"Program Administrator" means the Florida League of Cities, Inc., a non-profit Florida corporation.

"Refunded Bonds" means the Borrower's pro rata portion of the Council's Revenue Bonds, Series 2005D, related to the Refunded Loan, maturing in the years 2017 through and including 2020, 2025, 2030 and 2035.

"Refunded Loan" shall mean the loan from the Council to the Borrower funded from the proceeds of the Refunded Bonds secured by the Loan Agreement dated as of June 1, 2005, between the Council and the Borrower.

"State" means the State of Florida.

"Village Clerk" means the Village Clerk of the Borrower and any duly authorized Assistant Village Clerk.

"Village Council" means the governing body of the Borrower.

"Village Finance Director" means the Finance Director of the Borrower and any duly authorized Assistant Finance Director.

"Village Manager" means the Village Manager of the Borrower and any duly authorized Acting Village Manager.

#### **SECTION 1.02. Uses of Phrases.**

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Note," "Noteholder," "Owner," and "person" shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as persons. All references herein to specific Sections of the Code refer to such Sections of the Code and all successor or replacement provisions thereto.

## ARTICLE II

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER AND COUNCIL

**SECTION 2.01. Representations, Warranties and Covenants.** The Borrower and the Council represent, warrant and covenant on the date hereof for the benefit of the Purchaser, as follows:

(a) Organization and Authority. The Borrower:

(1) is a duly organized and validly existing municipality of the State; and

(2) has all requisite power and authority to own and operate its properties, to refinance the Refunded Loan, to covenant to budget and appropriate the Non-Ad Valorem Revenues, and to carry on its activities as now conducted and as presently proposed to be conducted.

(b) Full Disclosure. There is no fact that the Borrower knows of which has not been specifically disclosed in writing to the Council and the Purchaser that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting the State municipalities generally, that will materially affect adversely the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to perform its obligations under this Loan Agreement.

The financial statements, including, but not limited to the Borrower's CAFR for its Fiscal Year ended September 30, 2014, balance sheets, and any other written statement furnished by the Borrower to the Council and the Purchaser were prepared in accordance with Generally Accepted Account Principles ("GAAP") and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Council and the Purchaser in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the Borrower, or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. There are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower, except as specifically described in writing to the Council and the Purchaser, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Borrower, or the existence or powers or ability of the Borrower to enter into and perform its obligations under this Loan Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Loan Agreement and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement:

(1) are within the powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Loan Agreement) or restriction to which the Borrower is a party or by which the Borrower, its properties or operations are bound as of the date of this Loan Agreement or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge or encumbrance, which breach, default, lien, charge or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Borrower's ability to perform fully its obligations under this Loan Agreement; nor does such action result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations or court orders to which the Borrower, its properties or operations may be bound.

(e) No Defaults. To the current, actual knowledge of the Borrower, no event has occurred and no condition exists that constitutes an Event of Default, or which, upon the execution and delivery of this Loan Agreement and/or the passage of time or giving of notice or both, would constitute an Event of Default. To its current, actual knowledge, the Borrower is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by the Council and the Purchaser and (ii) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound, which may materially adversely affect the ability of the Borrower to perform hereunder.

(f) Conditions Precedent. All approvals, consents, waivers, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Borrower of its obligations under this Loan Agreement have been obtained and are in full force and effect and the Borrower has complied with all conditions precedent to the issuance of the Note contained in the resolutions and ordinances of the Borrower.

(g) Compliance with Law. To its current, actual knowledge, the Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject,

and which are material to its properties, operations, finances or status as a municipal corporation or subdivision of the State.

(h) Use of Proceeds.

(1) The Borrower has heretofore issued and has presently outstanding and unpaid the Refunded Loan. The Borrower deems it necessary, desirable and in the best financial interest of the Borrower that the Refunded Loan be refunded in order to effectuate interest cost savings and a reduction in the debt service applicable to bonded indebtedness. The refunding of the Refunded Loan in the manner herein provided is hereby authorized.

(2) The Borrower will apply the proceeds of the Loan from the Purchaser, together with other legally available revenues of the Borrower, for (i) the refinancing of the Refunded Loan; and (ii) the fees and costs of issuing the Note. Simultaneously with the issuance of the Note, a sufficient portion of the proceeds of the Note will, at the Borrower's request and instruction as provided in Section 3.05 hereof, be transferred by the Purchaser directly to the Escrow Agent for deposit by the Escrow Agent into the Escrow Account established pursuant to the Escrow Deposit Agreement, to effectuate the refunding of the Refunded Loan by providing for the payment of the principal of, premium, if any, and interest on the Refunded Loan as provided in the Escrow Deposit Agreement. If any component of the Refunded Loan to be refunded is not paid for out of the proceeds of the Loan at the Closing of the Loan, the Borrower shall on or before November 9, 2015, pay the remaining cost of the Refunded Loan to be refunded directly to the Escrow Agent for deposit by the Escrow Agent into the Escrow Account.

(3) The Borrower will be responsible for repaying, through the Loan Repayments, the Note issued to fund the Loan, including the portion of the Note issued to fund any Loan fee of the Purchaser and other fees and costs of issuing the Note.

(4) The Borrower covenants that it will make no use of the proceeds of the Note which are in its control at any time during the term of the Note which would cause such Note to be an "Arbitrage Bond" within the meaning of Section 148 of the Code.

(5) The Borrower covenants that it shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect (i) the exclusion from gross income for Federal income tax purposes of interest on the Note or (ii) the qualification of the Note as a "qualified tax exempt obligation" under Section 265(b)(3) of the Code.

(i) [Reserved.]

(j) Compliance with Interlocal Act and Interlocal Agreement. All agreements and transactions provided for herein or contemplated hereby are in full compliance with the terms of the Interlocal Agreement and the Interlocal Act.

**SECTION 2.02. Covenants of the Borrower and the Council.** The Borrower and the Council make the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for the Loan and Loan Repayment. Subject to the provisions of Section 2.02(l) hereof, the Borrower covenants and agrees to appropriate in its annual budget, by amendment, if required, and to pay when due under this Loan Agreement as promptly as money becomes available directly to the Purchaser, Non-Ad Valorem Revenues of the Borrower sufficient to satisfy the Loan Repayment as required under this Loan Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Borrower to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required Loan Repayments, including delinquent Loan Repayments, shall have been budgeted, appropriated and actually paid to the Purchaser. The Borrower further acknowledges and agrees that the obligations of the Borrower to include the amount of any deficiency in Loan Repayments in each of its annual budgets and to pay such deficiencies from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein. Notwithstanding the foregoing or any provision of this Loan Agreement to the contrary, the Borrower does not covenant to maintain any services or programs now maintained by the Borrower which generate Non-Ad Valorem Revenues or to maintain the charges it presently collects for any such services or programs.

(b) Delivery of Information to the Purchaser. The Borrower shall deliver to the Purchaser, in printed form, as soon as available and in any event within two hundred seventy (270) days after the end of each Fiscal Year the CAFR of the Borrower as of the end of such Fiscal Year, all as reported on by an Accountant. The Borrower shall prepare its annual budget in accordance with State law, and shall provide the Purchaser a copy of its final annual budget for each Fiscal Year within thirty (30) days of adoption thereof by the Village Council and such other public information the Purchaser may reasonably request.

(c) Information. The Village Manager, Village Finance Director or other staff of the Borrower shall discuss the Borrower's financial matters with the Purchaser and provide the Purchaser with copies of any documents reasonably requested by the Purchaser unless such documents or material are protected or privileged from disclosure under applicable Florida law.

(d) Additional Notes Test. During such time as the Loan is outstanding hereunder, the Borrower agrees that, prior to the issuance of debt by the Borrower which is secured by

and/or payable solely from its Non-Ad Valorem Revenues, it shall deliver to the Council and the Purchaser a certificate setting forth the calculations of the financial ratios provided below and certifying that it is in compliance with the following: (i) Non-Ad Valorem Revenues (based on the average actual receipts as determined from the Borrower's CAFR for the prior two Fiscal Years) must cover projected maximum annual debt service on debt secured by and/or payable solely from such Non-Ad Valorem Revenues by at least 1.5x; and (ii) projected maximum annual debt service requirements for all debt secured by and/or payable solely from such Non-Ad Valorem Revenues will not exceed 20% of Governmental Fund Revenues (defined for purposes of this covenant as general fund, special fund, debt service fund and capital projects funds), exclusive of (a) ad valorem revenues restricted to payment of debt service on any debt and (b) any debt proceeds (based on the average actual receipts as determined from the Borrower's CAFR for the prior two Fiscal Years).

For the purposes of this covenant, the maximum annual debt service on debt secured by and/or payable solely from such Non-Ad Valorem Revenues means the largest amount of annual debt service with respect to outstanding and proposed debt for any Fiscal Year in which the Note is outstanding, excluding all Fiscal Years which shall have ended prior to the Fiscal Year in which maximum annual debt service shall be computed. For purposes of calculating maximum annual debt service, if the terms of any debt secured by and/or payable solely from such Non-Ad Valorem Revenues are such that interest thereon for any future period of time is to be calculated at a rate which is not then susceptible of precise determination ("Variable Rate Debt"), interest on such Variable Rate Debt shall be computed as follows:

(x) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) secured by and/or payable solely from such Non-Ad Valorem Revenues is less than or equal to 25% of the principal amount of all debt (including the debt proposed to be incurred) secured by and/or payable solely from such Non-Ad Valorem Revenues, an interest rate equal to the higher of 12% per annum or The Bond Buyer 40 Index shall be assumed; or

(y) if the principal amount of Variable Rate Debt (including any Variable Rate Debt proposed to be incurred) secured by and/or payable solely from such Non-Ad Valorem Revenues is more than 25% of the principal amount of all debt secured by and/or payable solely from such Non-Ad Valorem Revenues (including the debt proposed to be incurred), the maximum rate which could be borne by such Variable Rate Debt shall be assumed.

For the purposes of calculating maximum annual debt service, any debt with a bullet maturity shall be assumed to amortize in up to 15 years on a level debt service basis.

(e) Further Assurance. The Borrower shall execute and deliver to the Purchaser and the Council all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Purchaser to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such

documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Purchaser to validate, preserve and protect the Purchaser's security under this Loan Agreement.

(f) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's independent auditors) reflecting all of its financial transactions.

(g) Payment of Taxes, Etc. The Borrower shall pay all legally contracted obligations when due and shall pay all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings, which shall operate to stay the enforcement thereof.

(h) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and lawful orders of any governmental authority, non-compliance with which would, singularly or in the aggregate, materially adversely affect the Non-Ad Valorem Revenues, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(i) Tax-Exempt and Bank Qualified Status of Note. The Council and the Borrower understand that it is the intention hereof that (1) the interest on the Note not be included within the gross income of the holders thereof for federal income tax purposes and (2) the Note be a "qualified tax exempt obligation" under Section 265(b)(3) of the Code. In furtherance thereof, the Borrower and the Council each agree that they will take all action within their control which is necessary in order for (y) the interest on the Note to remain excluded from gross income for federal income taxation purposes and (z) the Note to remain qualified as a "qualified tax exempt obligation" under Section 265(b)(3) of the Code, and shall refrain from taking any action which results in such interest on the Note becoming included in gross income or the Note losing its bank qualified status.

The Borrower and the Council further covenant that, to the extent they have control over the proceeds of the Note, they will not take any action or fail to take any action with respect to the investment of the proceeds of any Note, with respect to the payments derived from the Note or hereunder or with respect to the issuance of other obligations, which action or failure to act may cause the Note to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder. In furtherance of the covenant contained in the preceding sentence, the Borrower and the Council agree to comply

with the Tax Certificate as to Arbitrage and the provisions of Section 141 through 150 of the Code, including the letter of instruction attached as an exhibit to the Tax Certificate, delivered by Note Counsel to the Borrower and the Council simultaneously with the issuance of the Note, as such letter may be amended from time to time, as a source of guidelines for achieving compliance with the Code.

The covenants of the Council and the Borrower contained in this subsection (i) shall survive the termination of this Loan Agreement.

(j) Information Reports. The Borrower covenants to provide the Council with all material information it possesses or has the ability to possess necessary to enable the Council to assist the Borrower in the filing of all reports required under Section 149(e) of the Code to assure that interest paid by the Borrower on the Note shall, for purposes of the federal income tax, be excluded from gross income.

(k) Reporting Requirements. The Borrower agrees to provide along with its annual audited financial statements as described in paragraph (b) above, a certificate of its Village Finance Director stating that to the best of its then-current, actual knowledge the Borrower is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(l) Limited Obligations. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Borrower hereunder shall be payable from Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Borrower and no Noteholder or any other person, including the Council, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Borrower. The obligations hereunder do not constitute an indebtedness of the Borrower within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Purchaser, the Council, or the Noteholders or any other person shall have the right to compel the exercise of the ad valorem taxing power of the Borrower or taxation of any real or personal property therein for the payment by the Borrower of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Borrower hereunder shall not be construed as a limitation on the ability of the Borrower to pledge or covenant to pledge the Non-Ad Valorem Revenues or any revenues or taxes of the Borrower for other legally permissible purposes. Notwithstanding any provisions of this Loan Agreement or the Note to the contrary, the Borrower shall never be obligated to maintain or continue any of the activities of the Borrower which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Loan Agreement nor the obligations of the Borrower hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Borrower,

but shall be payable solely as provided in Section 2.02(a) hereof and is subject in all respects to the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirement for essential governmental services of the Borrower, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Borrower.

(m) Other Conditions. The Purchaser and the Borrower mutually agree and understand that the amounts available to be budgeted and appropriated to make Loan Repayments hereunder is subject to the obligation of the Borrower to provide essential services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

**SECTION 2.03. Borrower Payments.** Prior to or on each Interest Payment Date and Principal Payment Date, the Borrower shall pay directly to the Purchaser the Loan Repayments.

### ARTICLE III

#### THE LOAN AND THE NOTE

**SECTION 3.01. Note Issuance and the Loan.** The Council hereby agrees to facilitate and assist in the making of the loan by the Purchaser to the Borrower and the Borrower hereby agrees to borrow the sum of \$1,252,148.39 from the Purchaser. This amount includes amounts which the Borrower will use for the cost of the initial issuance of the Note, as set forth in Section 3.05 herein, subject to the terms and conditions contained in this Loan Agreement. The amounts advanced net of the cost of the initial issuance are to be used by the Borrower for the purposes of refinancing the Refunded Loan.

**SECTION 3.02. Evidence of Loan.** The Borrower's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement and the Note.

**SECTION 3.03. Purchase of Note.** The Purchaser agrees to purchase the Note at a price equal to its initial principal amount, which amount is hereby to be used to fund the Loan to the Borrower.

**SECTION 3.04. Description of the Note.** The Note shall have the terms set forth in the Form of Note attached hereto as Exhibit B. The Borrower hereby approves the form of Note attached hereto as Exhibit B and agrees hereby to issue the Note to the Purchaser. There is hereby pledged and assigned all amounts payable by the Borrower as Loan Repayments to the Purchaser as security for the payment of the Note.

**SECTION 3.05. Refunding.** The Borrower is depositing proceeds of the Loan in the amount of \$1,209,840.00, and \$5,747.50 of other legally available revenues of the Borrower, each as set forth and as directed by the terms of the Escrow Deposit Agreement, in order to refund the Refunded Loan. Subject to the next paragraph, the Borrower covenants that it will direct no other use of the Note proceeds, agrees to the disbursement of the Loan proceeds in such manner, and further acknowledges that the escrow is to be held irrevocably by the Escrow Agent for such purpose.

Notwithstanding the foregoing, prior to depositing the proceeds of the Loan with the Escrow Agent as set forth and as directed pursuant to this Section 3.05, the Purchaser, for and on behalf of the Borrower, shall pay proceeds of the Loan to (i) the Purchaser's counsel, the amount of \$5,000.00, and (ii) the Council, the amount of \$37,308.39, which the Council will apply to pay the costs of issuance described below.

- (a) Financial Advisor's fee: \$12,500.00;
- (b) Escrow Agent's fee: \$750.00;
- (c) Note Counsel fee (aggregate, plus expenses): \$18,500.00;
- (d) Council's Administration fee: \$5,133.39; and
- (e) CUSIP fee: \$425.00.

The Borrower and the Council hereby consent to and affirm such payments by the Purchaser and the Purchaser may conclusively rely on such consent.

#### **ARTICLE IV**

##### **LOAN TERM AND LOAN CLOSING REQUIREMENTS**

**SECTION 4.01. Commencement of Loan Term.** The Borrower's obligations under this Loan Agreement shall commence upon Closing, unless otherwise provided in this Loan Agreement.

**SECTION 4.02. Termination of Loan Term.** The Borrower's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Borrower to pay the rebate obligations owed on the Note) shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. Upon termination of the Loan Term as provided above, the Council and the Purchaser shall deliver, or cause to be delivered, to the Borrower an

acknowledgment thereof. The Purchaser shall return to the Borrower the cancelled Note in a reasonable amount of time after payment in full of principal of and interest on the Note.

**SECTION 4.03. Loan Closing Submissions.** Concurrently with the execution and delivery of this Loan Agreement, the Borrower is providing to the Purchaser the following documents each dated the date of such execution and delivery unless otherwise provided below:

(a) A certified copy of the Ordinance and the Resolution of the Borrower authorizing the issuance of the Note, the Loan and this Loan Agreement;

(b) An opinion of the Borrower's Counsel in substantially the form of Exhibit A attached hereto to the effect that the Loan Agreement is a valid and binding obligation of the Borrower and opining to such other matters as may be reasonably required by Note Counsel and the Purchaser and acceptable to Borrower's Counsel;

(c) A certificate of the officials of the Borrower to the effect that the representations and warranties of the Borrower are true and correct;

(d) An executed and authenticated Note;

(e) This executed Loan Agreement;

(f) An executed Escrow Deposit Agreement;

(g) A standard opinion of Note Counsel (addressed to the Council, the Purchaser and the Borrower) to the effect that: (i) the note documents are authorized and enforceable; (ii) the Note is authorized under the Act and the resolution authorizing this Loan Agreement; (iii) the interest on the Note is excluded from gross income for purposes of federal income taxation; (iv) the Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and (v) upon the issuance of the Note, the Refunded Loan will be defeased; and

(h) Such other certificates, documents, opinions and information as the Council, the Purchaser or Note Counsel may require.

All opinions and certificates shall be dated the date of the Closing.

**SECTION 4.04. Administration Fee.** In further consideration for the Council's assistance in connection with the Loan, the Borrower hereby agrees to pay the Council a one-time administration fee to be collected from the Borrower at the rate of 10/100 of 1% (0.001) of the amount of the Loan with a minimum fee of \$5,000 and a maximum fee of \$15,000 with respect to the Loan.

## ARTICLE V

### LOAN REPAYMENTS

**SECTION 5.01. Payment of Loan Repayments.** Borrower shall pay all Loan Repayments in lawful money of the United States of America to the Holder, as payment on the Note. No such Loan Repayment shall be in an amount such that interest on the Loan is in excess of the Maximum Rate. The Loan Repayments shall equal the principal of and interest and any other amounts due on the Note and under this Agreement, and shall be paid by the Borrower directly to the Purchaser and collected via ACH Direct Debit from an account designated by the Borrower at the times such amounts are due on the Note, as set forth on Exhibit B hereto, and under this Agreement.

**SECTION 5.02. Payment of Additional Payments.** In addition to Loan Repayments which are set forth in Section 5.01 hereof, Borrower agrees to pay on demand of the Council or the Purchaser, all reasonable fees and expenses of the Council or Purchaser relating to this Loan Agreement, including, but not limited to, the following Additional Payments:

(a) the reasonable fees and disbursements of Counsel utilized by the Council and the Purchaser in connection with the Note, the Loan, this Loan Agreement and the enforcement thereof;

(b) reasonable extraordinary fees of the Purchaser following an Event of Default hereunder;

(c) all other reasonable out-of-pocket expenses of the Council and the Purchaser in connection with the Note, the Loan, this Loan Agreement and the enforcement thereof, including, but not limited to, all fees and expenses related to the prepayment and defeasance of the Loan and the Note;

(d) all taxes (including any recording and filing fees) in connection with the execution and delivery of this Loan Agreement, and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof;

(e) any amounts owed by the Borrower to the United States of America as rebate obligations on the Note, which obligation shall survive the termination of this Loan Agreement; however, neither the Council nor the Purchaser will perform arbitrage rebate calculations on the Note, and the Borrower will be responsible for conducting such arbitrage rebate calculations and paying such amounts owed directly to the United States of America; and

(f) (1) any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof), to which the Council may

become subject under any federal or state securities laws, federal or state tax laws, or other statutory law or at common law or otherwise, and (2) any and all fees and expenses of any inquiries or audits by any regulatory agencies, all as caused by or arising out of or based upon this Loan Agreement, the Loan, the Note, the issuance of the Note or the use of Note proceeds, but which are not attributable to or arise out of an act or omission of the Council, the Purchaser or the Escrow Agent.

**SECTION 5.03. Obligations of Borrower Unconditional.** Subject in all respects to the provisions of this Loan Agreement, the obligations of the Borrower to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while the Note remains outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event or cause whatsoever. The Borrower shall pay in full the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the Council, the Purchaser or any other party or parties.

**SECTION 5.04. Prepayment.** The Note may be prepaid in whole, on any date, and in part on any Interest Payment Date, by the Borrower with five (5) days prior written notice to the Purchaser and the Council by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment without a prepayment premium.

**SECTION 5.05. Adjustment to Rate of Interest.** The interest rate on the Note shall be subject to adjustment, but only as provided in the Note.

**ARTICLE VI**

**[RESERVED]**

**ARTICLE VII**

**DEFEASANCE**

**SECTION 7.01. Defeasance of the Loan Agreement and the Note.** This Loan Agreement shall continue to be obligatory and binding upon the Borrower in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Borrower under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Borrower shall be fully paid to the Council and the Purchaser, as provided herein, including any fees and expenses in connection with such repayment, if any. If, at any time, the Borrower shall have made provision for payment of, the principal amount of, prepayment premium, if

any, and interest on the Note and shall have paid all amounts due under the Note and this Loan Agreement, then, and in that event, the covenant regarding the Non-Ad Valorem Revenues for the benefit of the holder of the Note shall be no longer in effect and all future obligations of the Borrower under this Loan Agreement shall cease; provided, however, that all covenants and all obligations provided hereunder specified to so survive (including the obligation of the Borrower to pay the rebate obligations owed on the Bond) shall survive the termination of this Loan Agreement and the payment in full of principal and interest hereunder. For purposes of the preceding sentence, in order for the Borrower to have made "provision for payment," the Borrower shall have deposited sufficient cash and/or Governmental Obligations in irrevocable trust with a banking institution or trust company acceptable to the Purchaser, for the sole benefit of the Purchaser in respect to which such cash and/or Governmental Obligations, the principal and interest received that will be sufficient (as reflected in an Accountant's verification report) to make timely payment of the principal, interest and prepayment premium, if any, on the Note.

## ARTICLE VIII

### ASSIGNMENT AND PAYMENT BY THIRD PARTIES

**SECTION 8.01. Assignment by Borrower.** This Loan Agreement may not be assigned by the Borrower for any reason without the express prior written consent of the Council and the Purchaser.

**SECTION 8.02. No Partnership, etc..** The relationship between the Purchaser and the Borrower are solely those of lender and borrower. Neither the Council nor the Purchaser has any fiduciary or other special relationship with or duty to the Borrower and none is created by the Note documents or Loan documents. Nothing contained in the Note documents or Loan documents, and no action taken or omitted pursuant to the Note documents or Loan documents, is intended or shall be construed to create any partnership, joint venture association, or special relationship between or among the Borrower, the Purchaser and the Council or any of them or in any way make the Council or the Purchaser a co-principal with the Borrower with reference to the Refunded Loan, or otherwise. In no event shall the Council's or Purchaser's rights and interests under the Note documents or Loan documents be construed to give the Council or the Purchaser the right to control, or to be deemed to indicate that the Council or the Purchaser is in control of, the business, properties, management or operations of the Borrower.

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 9.01. Events of Default Defined.** The following shall be "Events of Default" under this Loan Agreement and the term "Event of Default" shall mean (except where the

context clearly indicates otherwise), whenever they are used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to timely pay any Loan Repayment, when due, so long as the Note is outstanding;

(b) Failure by the Borrower to timely pay any other payment required to be paid hereunder on the date on which it is due and payable, provided the Borrower has prior written notice of any such payments being due; provided further, that before an Event of Default shall exist for the Borrower's failure to pay any other payment required to be paid hereunder, the Council or the Purchaser, as the case may be, shall provide Borrower with written notice of such delinquency and the Borrower shall have ten (10) Business Days from the date of the written notice to cure such delinquency;

(c) Failure by the Borrower to observe and perform any covenant, condition or agreement other than a failure under (a), on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after notice of the failure, unless the Purchaser shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Purchaser, but cannot be cured within the applicable thirty (30) day period, the Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;

(d) Any warranty, representation or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading in any material respect when made;

(e) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within sixty (60) days of such filing;

(f) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;

(g) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its

property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than sixty (60) days;

(h) Default under any agreement to which the Borrower is a party evidencing, securing or otherwise respecting any indebtedness of the Borrower which is secured by Non-Ad Valorem Revenues outstanding in the amount of \$250,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other remedies may be exercised with respect thereto;

(i) Any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Borrower or any governmental agency or authority, or if the Borrower shall deny any further liability or obligation under this Loan Agreement; or

(j) Final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Borrower, the payment of which would materially adversely affect the Borrower's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Borrower's ability to meet its obligations hereunder) and at any time after ninety (90) days from the entry thereof, unless otherwise provided in the final judgment, (i) such judgment shall not have been discharged, or (ii) the Borrower shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Borrower's ability to meet its obligations hereunder; or (iii) it has not been determined by a court of competent jurisdiction from which appeal may not be taken or from which appeal has been taken but has been finally denied that the Borrower is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law.

**SECTION 9.02. Notice of Default.** The Borrower agrees to give the Purchaser and the Council prompt written notice if any petition, assignment, appointment or possession referred to in Section 9.01(e), 9.01(f) or 9.01(g) is filed by or against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, or with the passage of time or the giving of notice would constitute an Event of Default, immediately upon becoming aware of the existence thereof.

**SECTION 9.03. Remedies on Default.** Whenever any Event of Default referred to in Section 9.01 hereof shall have happened and be continuing, the Council or the Purchaser shall, in addition to any other remedies herein or by law provided, have the right, at its or their option without any further demand or notice, except as otherwise provided for in this Agreement, to

take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due to it and thereafter to become due hereunder or to enforce any other of its or their rights hereunder; provided, however, the Council shall only have the right to take such action as it deems necessary to collect amounts then due or to become due to the Council.

**SECTION 9.04. No Remedy Exclusive; Waiver, Notice.** No remedy herein conferred upon or reserved to the Council or the Purchaser is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Council or the Purchaser to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice other than such notice as may be required in this Article IX.

**SECTION 9.05. Application of Moneys.** Any moneys collected by the Council or the Purchaser pursuant to Section 9.03 hereof shall be applied (a) first, to pay interest due on the Loan, (b) second, to pay principal due on the Loan, (c) third, to pay any other amounts due hereunder, including, but not limited to, any attorney's fees or other expenses owed by the Borrower pursuant to Section 5.02(a), (b) and (c) hereof, and (d) fourth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (c) in this Section 9.05).

## ARTICLE X

### MISCELLANEOUS

**SECTION 10.01. Notices.** All notices, certificates or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, to the parties at the following addresses:

Council:	Florida Municipal Loan Council c/o Florida League of Cities, Inc. 301 South Bronough Street Tallahassee, Florida 32301
Purchaser:	Whitney Bank d/b/a Hancock Bank 113 Designer Circle Dothan, Alabama 36303 Attn: Steven E. Cole
Borrower:	Village of Palmetto Bay, Florida

9705 East Hibiscus Street  
Palmetto Bay, Florida 33157  
Attn: Village Finance Director

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 10.02. Binding Effect.** This Loan Agreement shall inure to the benefit of the Purchaser, the Council and the Borrower, and shall be binding upon the Purchaser, the Council and the Borrower, and their respective successors and assigns.

**SECTION 10.03. Severability.** In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 10.04. Amendments, Changes and Modifications.** This Loan Agreement may be amended or supplemented from time to time only by a writing duly executed by the Borrower and the Purchaser; provided, however, any such amendment affecting the rights or obligations of the Council shall not be effective unless it shall have been consented to in writing by the Council.

**SECTION 10.05. Execution in Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 10.06. Applicable Law.** This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION 10.07. Benefit of Noteholders .** This Loan Agreement is executed in part to induce the purchase by the Purchaser of the Note. Accordingly, all covenants, agreements and representations on the part of the Borrower and the Council, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the holders from time to time of the Note.

**SECTION 10.08. Consents and Approvals.** Whenever the written consent or approval of the Council shall be required under the provisions of this Loan Agreement, such consent or approval may be given by an Authorized Representative of the Council or such other additional persons provided by law or by rules, regulations or resolutions of the Council.

**SECTION 10.09. Immunity of Officers, Employees and Members of Council and Borrower.** No recourse shall be had for the payment of the principal of or premium or interest hereunder or for any claim based thereon or upon any representation, obligation, covenant or

agreement in this Loan Agreement against any past, present or future official officer, member, counsel, employee, director or agent, as such, of the Council or the Borrower, either directly or through the Council or the Borrower, or respectively, any successor public or private corporation thereto under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, counsels, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

**SECTION 10.10. Captions.** The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Loan Agreement.

**SECTION 10.11. No Pecuniary Liability of Council.** The Council shall not in any way be obligated to pay the principal of, premium, if any, or interest on the Note, and the issuance of the Note by the Borrower shall not directly, indirectly or contingently obligate the Council to levy or pledge any form of ad valorem taxation for its payment.

**SECTION 10.12. Payments Due on Holidays.** If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement; provided, however, that any interest due shall accrue until paid.

**SECTION 10.13. Calculations.** Interest shall be computed on the basis of twelve 30-day months and a 360-day year.

**SECTION 10.14. Time of Payment.** Any Loan Repayment or other payment hereunder which is received by the Purchaser after 2:00 p.m. (Eastern Time) on any day shall be deemed received on the following Business Day.

**SECTION 10.15. Waiver of Jury Trial.** EACH OF THE COUNCIL, THE PURCHASER, AND THE BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS LOAN AGREEMENT. EACH OF THE COUNCIL, THE PURCHASER, AND THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS CLAIM, COUNTER-CLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS LOAN AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE COUNCIL, THE PURCHASER, AND THE BORROWER. EACH OF THE COUNCIL, THE PURCHASER, AND THE BORROWER ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED

FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND RECOGNIZES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR OTHER PARTIES HERETO TO ENTER INTO THIS LOAN AGREEMENT. EACH OF THE COUNCIL, THE PURCHASER, AND THE BORROWER REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED ANY JURY TRIAL RIGHTS IT MAY HAVE FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Florida Municipal Loan Council has caused this Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, the Village of Palmetto Bay, Florida, has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attached by its duly authorized officers and Whitney Bank d/b/a Hancock Bank has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer. All of the above occurred as of the date first above written.

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: \_\_\_\_\_  
Name: Isaac Salver  
Title: Chairman

ATTEST:

By: \_\_\_\_\_  
Name: Patti Hilaman  
Title: Deputy Executive Director

[First Signature Page to Loan Agreement]

WHITNEY BANK D/B/A HANCOCK  
BANK

By: \_\_\_\_\_  
Name: Jason L. Thomas  
Title: Vice President

VILLAGE OF PALMETTO BAY,  
FLORIDA

By: \_\_\_\_\_  
Name: Edward Silva  
Title: Village Manager

ATTESTED BY:

By: \_\_\_\_\_  
Name: Meighan Alexander  
Title: Village Clerk

Approved as to form and correctness  
this 9th day of November, 2015.

By: \_\_\_\_\_  
Name: Dexter W. Lehtinen  
Title: Village Attorney

[Second Signature Page to Loan Agreement]

EXHIBIT A

OPINION OF BORROWER'S COUNSEL

[Letterhead of Counsel to Borrower]

November 9, 2015

Florida Municipal Loan Council  
c/o Florida League of Cities, Inc.  
301 South Bronough Street  
Tallahassee, Florida 32301

Bryant Miller Olive P.A.  
1 SE 3rd Avenue, Suite 2200  
Miami, Florida 33131

Whitney Bank d/b/a Hancock Bank  
113 Designer Circle  
Dothan, Alabama 36303

Re: \$1,252,148.39 Village of Palmetto Bay, Florida Refunding Revenue Note, Series  
2015 (the "Note")

Ladies and Gentlemen:

We are the Village Attorney to the Village of Palmetto Bay, Florida (the "Borrower"), and have been requested by the Borrower to give this opinion in connection with the Borrower's refinancing of a loan previously undertaken from the Florida Municipal Loan Council (the "Council") to the Borrower dated as of September 1, 2005 (the "Refunded Loan") as defined in the Loan Agreement, dated as of November 1, 2015 (the "Loan Agreement"), by and among the Council, the Borrower and Whitney Bank d/b/a Hancock Bank (the "Purchaser"). The Note is issued by the Borrower pursuant to Chapter 166, Part II, Florida Statutes, Ordinance No. 2015-11, enacted by the Village Council of the Village of Palmetto Bay, Florida (the "Village Council") on October 5, 2015 (the "Ordinance"), Resolution No. \_\_\_\_\_, adopted by the Village Council on November 2, 2015 (the "Resolution"), and all other applicable provisions of law. All terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

### SCOPE OF REVIEW

In such capacity, we have reviewed the following documents, dated as of the date hereof, as executed in connection with the Loan ("Loan Documents"):

- (a) the Loan Agreement;
- (b) the Note, executed by the Borrower, as maker, in favor of the Purchaser, as holder, in the original principal amount of \$1,252,148.39; and
- (c) the Escrow Deposit Agreement, dated as of November 9, 2015, (the "Escrow Deposit Agreement") executed by and among the Borrower, the Council and the Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent");

In rendering this opinion, we have also examined such proceedings and records of the Borrower and made such inquiry of officials of the Borrower as we deem necessary.

### OPINIONS

Based on the foregoing review, and subject to the qualifications, assumptions, limitations and exceptions herein contained, we are of the opinion that:

(a) The Borrower is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida. The Borrower has the legal right and all requisite power and authority to issue the Note, to enter into the Loan Agreement and the Escrow Deposit Agreement, to covenant to budget and appropriate Non-Ad Valorem Revenues to the payment of the Note, to enact the Ordinance, to adopt the Resolution, and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) The Borrower has duly enacted the Ordinance, adopted the Resolution and authorized, executed and delivered the Loan Agreement, the Note, the Escrow Deposit Agreement, and such instruments are legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(c) To our current, actual knowledge, the enactment of the Ordinance, the adoption of the Resolution, the execution and delivery of the Loan Agreement and the Escrow Deposit

Agreement, the consummation of the transactions contemplated thereby, the issuance of the Note, the refinancing of the Refunded Loan and the fulfillment of or compliance with the terms and conditions of the Loan Agreement do not and will not conflict with or result in a material breach of or default under any of the terms, conditions or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or its properties are otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Agreement.

(d) There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to our current, actual knowledge, threatened against or affecting the Borrower, except as specifically described in writing to the Council and the Purchaser, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the Borrower, or the existence or powers or ability of the Borrower to enter into and perform its obligations under the Loan Agreement.

(e) All approvals, consents, waivers, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Borrower of its obligations under the Note, the Loan Agreement and the Escrow Deposit Agreement have been obtained and are in full force and effect and the Borrower has complied with all conditions precedent to the issuance of the Note contained in the resolutions and ordinances of the Borrower, in particular the Ordinance and the Resolution.

(f) The Ordinance and the Resolution were duly enacted and adopted, respectively, by the Village Council at a duly called public meeting following proper public notice, and are in full force and effect and have not been amended, supplemented or repealed as of the date hereof.

#### QUALIFICATIONS, ASSUMPTIONS, LIMITATIONS AND EXCEPTIONS

The opinions hereinabove expressed are subject to the following qualifications, assumptions, limitations and exceptions:

(a) We have assumed (i) except as to Borrower, that the Loan Documents have been duly authorized, executed and delivered by Purchaser, Council and all other parties thereto; (ii) that the Loan Documents to which the Borrower, the Purchaser and the Council are each a party are legal, valid and binding obligations of the parties thereto other than Borrower, enforceable against each of them in accordance with their respective terms; (iii) each of the parties to the Loan Documents, other than Borrower, are duly organized, validly existing and in good

standing under the laws of the jurisdiction of its respective organization; (iv) the genuineness of the signatures appearing on all documents examined by us; (v) the authenticity of all documents submitted to us as originals; and (vi) the conformity to authentic original documents of all documents submitted to us as certified, conformed or photostatic copies.

(b) The enforceability and validity of the Loan Documents is subject to, and may be limited by: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) applicable liquidation, conservatorship, bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws from time to time in effect affecting the enforceability of creditors' rights or the collection of debtors' obligations generally, including court decisions interpreting such laws; (iii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (iv) any implied covenant of fair dealing; and (v) applicable laws and interpretations which may affect the validity or enforceability of certain remedies or rights provided for in the Loan Documents, but, in our opinion and subject to the further qualifications, assumptions, limitations and exceptions set forth herein and the economic consequences of any delay in the enforcement of the Purchaser's remedies, such applicable laws and interpretations described in this subparagraph (vi) will not render the Loan Documents invalid as a whole or substantially interfere with the practical realization by Purchaser of the principal benefits intended to be provided by the Loan Documents.

(c) We express no opinion as to (i) whether a court would grant specific performance, any other equitable remedy, or any particular remedy; (ii) enforceability of self-help remedies; (iii) enforceability of provisions which restrict access to legal or equitable remedies, waive rights to notice, waive remedies, waive limitations, waive venue rights, waive rights to a trial by jury, consent to jurisdiction, waive defenses or causes of action, waive or ratify future acts, establish evidentiary standards, or grant remedies exercisable when Borrower is not in default; (iv) enforceability of provisions relating to subrogation rights, delay or omission of enforcement of rights or remedies, severance or severability clauses, marshaling of assets, set-offs, rights of third parties, transferability of properties which are by their nature nontransferable, or sales in inverse order of alienation; (v) enforceability of provisions which establish non-culpability for actions taken by a lienholder; (vi) enforceability of provisions imposing penalties; (vii) enforceability of provisions relating to delay or failure of the Purchaser to exercise any right or remedy not operating as a waiver thereof; (viii) enforceability of provisions to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, or that the election of a particular remedy or remedies does not preclude recourse to one or more remedies; (ix) enforceability of indemnity provisions to the extent the same provide for indemnities for an indemnified party's own negligence or willful misconduct; (x) enforceability of provisions that leave any provision to subsequent agreement; or (xi) enforceability of any provisions that provide for certain acts or matters to be null and void automatically or ab initio.

(d) We have assumed that (i) each Loan Document sets forth the correct name and mailing address of the Purchaser and the other parties named therein (other than the Borrower); and (ii) each individual executing the Loan Documents has the legal capacity to do so.

(e) We express the opinions set forth herein only with respect to the laws of the State of Florida and such federal laws of the United States as in effect on the date hereof only. Moreover, we do not express any opinion herein with respect to compliance with any applicable federal or state securities laws nor do we express any opinion as to federal or state income tax matters.

(f) We have not made or undertaken to make any independent investigation to establish or verify the accuracy or completeness of such factual matters or as to any representation, warranty, data or other information, whether written or oral, that may have been provided by the Borrower or any other person or entity, and we assume, in rendering the opinions set forth herein, that none of such information contains any untrue statement of a material fact or omits to state a material fact necessary to render the statements made, in light of the circumstances in which they were made, not misleading.

(g) The term "knowledge", as used herein, shall mean the actual current knowledge of John Catalano or Claudio Riedi, a partner of this firm, or the actual current knowledge of any other lawyer of this firm who shall have devoted substantive assistance with the Loan and shall exclude constructive or inquiry knowledge.

(h) The provisions of the Loan Documents regarding the rights and remedies available to the Purchaser after the occurrence of a default under the Loan Documents by the Borrower are subject to (i) any available defenses arising by reason of a waiver by the Purchaser or by reason of unconscionable or inequitable conduct on the Purchaser's part, and (ii) procedural requirements that are not necessarily reflected in the Loan Documents that may affect or restrict the rights and remedies so stated to be available to Purchaser.

(i) This opinion letter is limited solely to the matters and opinions expressly set forth hereinabove, and no other opinions are intended nor should any other opinion be inferred herefrom.

This opinion letter is rendered for the sole benefit of the addressees hereof, and no other person or entity is entitled to rely hereon, except for any successors and/or assigns of addressees (including, without limitation, any trustee in connection with a securitization) and any underwriter, placement agent or principal of and any rating agency rating any securities evidencing ownership interests in or secured by the Loan.

Very truly yours,

Lehtinen Schultz Riedi Catalano de  
la Fuente, PLLC

EXHIBIT B

FORM OF NOTE

ANY OWNER SHALL, PRIOR TO BECOMING AN OWNER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH OWNER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

R-1

\$1,252,148.39

VILLAGE OF PALMETTO BAY, FLORIDA  
REFUNDING REVENUE NOTE, SERIES 2015

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF ISSUE</u>
2.359%	October 1, 2030	November 9, 2015
(subject to adjustment)		

KNOW ALL MEN BY THESE PRESENTS that the Village of Palmetto Bay, Florida (the "Issuer"), for value received, hereby promises to pay from the sources hereinafter provided, to the order of Whitney Bank d/b/a Hancock Bank, or registered assigns (hereinafter, the "Owner"), the principal sum of \$1,252,148.39, in the amounts and on the dates described below, together with interest on the principal balance at a rate of 2.359%, subject to adjustment as provided in Schedule I attached hereto, semi-annually on each April 1 and October 1 (an "Interest Payment Date") commencing October 1, 2016. Interest shall be calculated on the basis of twelve 30-day months and a 360-day year. Principal on this Note is payable annually pursuant to the following schedule:

<u>Payment Date</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>
2016	\$69,276.40
2017	72,267.24
2018	72,245.87
2019	77,618.24
2020	77,507.32
2021	77,393.79
2022	82,186.34
2023	81,428.00
2024	86,046.01
2025	85,109.00
2026	89,544.13
2027	94,137.83

2028	93,202.91
2029	97,640.18
2030	96,545.13

The principal of, premium, if any, and interest on this Note are payable in lawful money of the United States of America by ACH Direct Debit in accordance with written instructions delivered by the Owner to the Issuer or by such other medium acceptable to the Issuer and to such Owner. Notwithstanding the foregoing, payments from the Issuer shall be set up on auto debit, which will automatically transfer payments of principal of, premium, if any, and interest on this Note from a pre-designated account of the Issuer to the Owner on each Interest Payment Date and Principal Payment Date. The Bond shall not be required to be presented for prepayment or principal installment payments.

This Note may be prepaid in whole on any date, and in part on any Interest Payment Date, by the Borrower with five (5) days prior written notice to the Owner and the Florida Municipal Loan Council (the "Council") by payment in an amount equal to the principal amount to be prepaid plus accrued interest thereon to the date of prepayment without a prepayment premium.

If any date for the payment of principal and interest hereon or the taking of any action hereunder shall fall on a day which is not a Business Day, the payment due or action to be taken on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

This Note is issued to (i) refinance the Refunded Loan under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Part II, Florida Statutes, as amended, the Charter of the Issuer and other applicable provisions of law (the "Act"), Ordinance No. 2015-11, duly enacted by the Village Council of the Issuer (the "Village Council") on October 5, 2015 (the "Ordinance"), and Resolution No. \_\_\_\_\_, duly adopted by the Village Council on November 2, 2015 (the "Resolution"), and pursuant to a Loan Agreement by and among the Owner, the Issuer and the Council, dated as of November 1, 2015 (the "Loan Agreement"), to which reference should be made to ascertain those terms and conditions. All capitalized undefined terms used herein shall have the meanings ascribed to such terms in the Loan Agreement.

THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS "BONDS" WITHIN THE MEANING OF ARTICLE VII, SECTION 12 OF THE FLORIDA CONSTITUTION, BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE TERMS OF THE RESOLUTION AND THE LOAN AGREEMENT. NO OWNER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY THIS NOTE, OR BE ENTITLED TO PAYMENT OF THIS NOTE FROM ANY FUNDS OF THE ISSUER EXCEPT FROM NON-AD VALOREM REVENUES AS DESCRIBED IN THE RESOLUTION AND THE LOAN AGREEMENT.

This Note is payable from and secured solely by a covenant to budget and appropriate Non-Ad Valorem Revenues, as defined and described in the Loan Agreement, all in the manner provided in, and subject to the terms and conditions of the Ordinance, the Resolution and the Loan Agreement.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Loan Agreement; provided however, this Note may only be transferred in whole to any bank, trust company, savings institution, or insurance company that is engaged as a regular part of its business in making loans in the State of Florida.

This Note does not constitute a general indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision or limitation, and it is expressly agreed by the Owner of this Note that such Owner shall never have the right to require or compel the exercise of the ad valorem taxing power of the Issuer or taxation of any real or personal property therein for the payment of the principal of and interest on this Note or the making of any debt service fund, reserve or other payments provided for in the Ordinance and the Resolution.

The Issuer has entered into certain further covenants with the Owner of this Note, for the terms of which reference is made to the Loan Agreement.

It is hereby certified and recited that all acts, conditions and things required by the Act to be performed, to exist and to happen precedent to and in connection with the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Village of Palmetto Bay, Florida, has issued this Note and has caused the same to be signed by the Village Manager and countersigned and attested to by the Village Clerk and approved as to form and legal sufficiency by the Village Attorney and its seal to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the 9th day of November, 2015.

VILLAGE OF PALMETTO BAY, FLORIDA

(SEAL)

\_\_\_\_\_  
Name: Edward Silva  
Title: Village Manager

ATTESTED AND COUNTERSIGNED:

\_\_\_\_\_  
Name: Meighan Alexander  
Title: Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
Name: Dexter W. Lehtinen  
Title: Village Attorney

CERTIFICATE OF AUTHENTICATION

Dated: November 9, 2015

This is the Note described in the within defined Loan Agreement and this Note is hereby duly authenticated and registered.

VILLAGE OF PALMETTO BAY, FLORIDA

By: \_\_\_\_\_  
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_

\_\_\_\_\_ the within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) attorney, to transfer the same on the books of the registrar with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature guaranteed:

\_\_\_\_\_

SCHEDULE I  
ADJUSTMENTS TO INTEREST RATE IN CERTAIN EVENTS

In the event of a Determination of Taxability, as a result of an action or inaction of the Issuer, then the interest rate on this Note shall be adjusted in such manner as shall be determined by the Owner of this Note as shall be necessary to provide to the Owner of this Note an after-tax yield on the then outstanding principal amount of this Note equal to the after-tax yield to the Owner of this Note, if such determination had not been made, from the date such interest must be included in such gross income, whereupon the Issuer shall reimburse the Owner of this Note for the difference between (x) the interest then due computed at the adjusted rate, and (y) the interest previously paid on this Note at the unadjusted rate, along with all costs, expenses, penalties, attorneys fees and all other losses incurred by the Owner of this Note as a result of such determination, within thirty (30) days after the date a written notice is delivered by the Owner of this Note to the Issuer stating that such a determination has been made and stating the amount that is then due.

As used herein, "Determination of Taxability" means, as a result of an action or inaction of the Issuer, (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on this Note is includable for federal income tax purposes in the gross income of the Owner, which notice or notification is not successfully contested by either the Issuer or any Owner of this Note, or (ii) a determination by a court of competent jurisdiction that the interest payable on this Note is includable for federal income tax purposes in the gross income of the Owner thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) this Note is determined not to be a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, or (iv) the admission in writing by the Issuer to the effect that interest on this Note is includable for federal income tax purposes in the gross income of the Owner.

Notwithstanding anything in this Schedule I to the contrary, in no event shall this Note bear interest in excess of the Maximum Rate.

## EXHIBIT B

### FORM OF PURCHASER'S CERTIFICATE

This is to certify that Whitney Bank d/b/a Hancock Bank (the "Purchaser") has not required the Florida Municipal Loan Council (the "Council") or the Village of Palmetto Bay, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Council and the Issuer in connection with the issuance of the \$1,252,148.39 Village of Palmetto Bay, Florida Refunding Revenue Note, Series 2015 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Bryant Miller Olive P.A. ("Note Counsel") or Lehtinen Schultz Riedi Catalano de la Fuente, PLLC ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Note Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement, dated as of November 1, 2015, by and among the Council, the Issuer and the Purchaser (the "Loan Agreement").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Council or the Issuer and that the payment of the Note is secured solely from the sources described in the Ordinance, the Resolution and the Loan Agreement (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Council and the Issuer.

We have been advised by the Council that both the Council and its program administrator are each "municipal entities" under Section 15B(e)(8) of the Securities Exchange Act of 1934 (15 U.S.C.A.) and are not a municipal advisor to the Issuer and are not acting as such in providing services in facilitating the issuance of the Note. We have also been advised by the Council that neither the Council, its program administrator nor its financial advisor, Public Resources Advisory Group, are acting as a broker or dealer with respect to the Note nor is the loan being distributed as a security or otherwise marketed by the Council.

Neither we nor any of our affiliates shall act as a fiduciary for the Issuer or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note. Neither we nor any of our affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Issuer with respect to the proposed issuance of the Note. The Issuer has represented to us that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note from its financial, legal and other advisors (and not us or any of our affiliates) to the extent that the Issuer desired to obtain such advice.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution and the Loan Agreement are not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the Note is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Council, Note Counsel, nor Issuer's Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary and understand that the Council is not acting in that capacity, and we are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may not be transferred in a denomination less than the par amount outstanding at the time of transfer and without the filing of an investor letter from the new purchaser in form and substance similar to this letter.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this 9th day of November, 2015.

WHITNEY BANK D/B/A HANCOCK  
BANK

By: \_\_\_\_\_  
Name: Jason L. Thomas  
Title: Vice President

## EXHIBIT C

### FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, has negotiated with the Village of Palmetto Bay, Florida (the "Issuer") for the private purchase of its Refunding Revenue Note, Series 2015 (the "Note") in the principal amount of \$1,252,148.39. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Akermen LLP  
Purchaser's Counsel Fees – \$5,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.00.

4. The management fee to be charged by the Purchaser is \$0.00.

5. Truth-in-Bonding Statement:

The Issuer is proposing to issue the Note for the primary purpose of refinancing the loan previously undertaken from the Council (as defined in the hereinafter defined Loan Agreement) by the Issuer dated as of September 1, 2005. The Note is expected to be repaid over a period of approximately 14.92 years. At an interest rate of 2.359%, total interest paid over the life of the Note is estimated to be \$246,619.28.

The source of repayment or security for the Note is the Non-Ad Valorem Revenues (as defined in the Loan Agreement), in the manner described in the Loan Agreement, dated as of November 1, 2015, among the Issuer, the Council and the Purchaser (the "Loan Agreement"). Authorizing the Note will result in an annual maximum amount of approximately \$103,138.03 of the Issuer's moneys not being available to finance the other services of the Issuer each year for approximately 14.92 years.

7. The name and address of the Purchaser is as follows:

Whitney Bank d/b/a Hancock Bank  
113 Designer Circle  
Dothan, Alabama 36303

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Purchaser this 9th day of November, 2015.

WHITNEY BANK D/B/A HANCOCK BANK

By: \_\_\_\_\_

Name: Jason L. Thomas

Title: Vice President

EXHIBIT D  
COMMITMENT



October 9, 2015

Re: Tax-Exempt Bank Loan in the approximate amount of \$1,315,000 for the Village of Palmetto Bay, FL.

Please accept this letter as the commitment of the undersigned to purchase the Note upon the terms and conditions outlined below:

1. Issuer and Amount: Village of Palmetto, FL \$1,315,000 (approximate) Revenue Refunding Note, Series 2015.
2. Bank Purchaser:  
Whitney Bank\*  
2510 14<sup>th</sup> Street  
One Hancock Plaza  
2<sup>nd</sup> Floor/Inst. Banking  
Gulfport, MS 39501

- *Whitney Bank is a state chartered banking institution authorized to do business in Florida under its trade name of Hancock Bank.*

3. Loan Terms:

a. Option A

Rate: 2.149%

(3.223% if taxable)

b. Option B

Rate: 2.359%

(3.518% if taxable)

c. Option C

Rate: 2.618%

(3.918% if taxable)

Rate Lock Period: The rates above are to be considered locked until 12/31/2015.

4. Payment Dates: Principal is payable annually on October 1, beginning October 1, 2016. Interest is payable semi-annually beginning October 1, 2016.
  
5. Security: The Issuer will enter into a Covenant to Budget and Appropriate Available Non-Ad Valorem Revenues in an amount sufficient to meet debt service on the Note.
  
6. Tax Status: The Note will be issued as a Bank Qualified Tax-Exempt Obligation.
  
7. Legal & Tax Opinion: The approving legal and tax opinion of Issuer's Note Counsel, Bryant Miller Olive, P.A as to the due authorization, validity and tax exempt status of the Note would be acceptable to the Bank. The opinion shall be addressed to the Bank or accompanied by a reliance letter stating that the Bank may rely on the opinion as if it were addressed to the Bank.
  
8. Affirmative Statements of Bank Purchaser: The Bank Purchaser affirms that it accepts the following and no more:
  - a. the covenants in the Resolution and no more;
  - b. that it will deliver the Lender Certifications specified in Section IV of the RFP for the Note and;
  - c. the County's Patriot Act Certification in Section VI of the RFP.
  
9. Bank Counsel & Fee: Not to exceed \$5,000 for review only.
 

Counsel: Peter Dame  
Akermen LLP  
Jacksonville, FL  
Ph: (904) 598-8576
  
10. Other Fees: None
  
11. Bank Ratings:

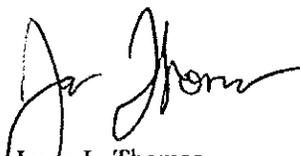
<u>Standard and Poor's</u>		
Long-term Issuer:	A- (ON)	(1/29/2015)
Short-term Issuer:	A-2	(1/6/2012)
 <u>Moody's</u>		
Long-term Issuer:	Baa1 (WR)	(5/14/2015)
Short-term Issuer:	P-1 (WR)	(5/14/2015)

12. Primary Bank Contacts:

Jason L. Thomas  
Vice President/Manager  
Institutional Banking  
Ph: (228) 563-5710  
Fax: (228) 563-5721  
[Jason.Thomas@hancockbank.com](mailto:Jason.Thomas@hancockbank.com)

Roxanne Reynolds  
Public Finance Officer  
Institutional Banking  
Ph: (228) 563-5708  
Fx: (228) 563-5721  
[Roxanne.Reynolds@hancockbank.com](mailto:Roxanne.Reynolds@hancockbank.com)

Sincerely yours,



Jason L. Thomas  
Vice President/Manager  
Institutional Banking

## Schedule of Debt Service

Customer Name: Village of Palmetto Bay, FL

Debt Type: \$1,315,000 (approximate) B.Q. Tax-Exempt Loan, Series 2015

Interest Accrues From: 11/09/2015

Average Life (Yrs): 5.61657  
Net Interest Cost (%): 2.1494%

--Breakdown--

<u>Date</u>	<u>Principal Balance</u>	<u>Payment Due</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest Rate on Principal Maturing</u>	<u>Fiscal YTD Debt Service</u>
4/5/2016	1,247,545.00	10,874.80	10,874.80	0.00		0.00
10/5/2016	1,247,545.00	116,316.26	13,407.29	102,908.97	2.149%	127,191.06
4/5/2017	1,144,636.03	12,301.53	12,301.53	0.00		0.00
10/5/2017	1,144,636.03	129,454.39	12,301.53	117,152.86	2.149%	141,755.92
4/5/2018	1,027,483.17	11,042.48	11,042.48	0.00		0.00
10/5/2018	1,027,483.17	130,585.25	11,042.48	119,542.77	2.149%	141,627.72
4/5/2019	907,940.40	9,757.74	9,757.74	0.00		0.00
10/5/2019	907,940.40	131,739.19	9,757.74	121,981.45	2.149%	141,496.92
4/5/2020	785,958.95	8,446.79	8,446.79	0.00		0.00
10/5/2020	785,958.95	132,916.66	8,446.79	124,469.87	2.149%	141,363.45
4/5/2021	661,489.08	7,109.10	7,109.10	0.00		0.00
10/5/2021	661,489.08	134,118.15	7,109.10	127,009.05	2.149%	141,227.24
4/5/2022	534,480.03	5,744.12	5,744.12	0.00		0.00
10/5/2022	534,480.03	135,344.16	5,744.12	129,600.04	2.149%	141,088.27
4/5/2023	404,879.99	4,351.29	4,351.29	0.00		0.00
10/5/2023	404,879.99	136,595.17	4,351.29	132,243.88	2.149%	140,946.46
4/5/2024	272,636.11	2,930.05	2,930.05	0.00		0.00
10/5/2024	272,636.11	137,871.70	2,930.05	134,941.65	2.149%	140,801.75
4/5/2025	137,694.46	1,479.82	1,479.82	0.00		0.00
10/5/2025	137,694.46	139,174.28	1,479.82	137,694.46	2.149%	140,654.10
4/5/2026	0.00	0.00	0.00	0.00		0.00
		<b>1,398,152.89</b>	<b>150,607.89</b>	<b>1,247,545.00</b>		<b>1,398,152.89</b>

## Schedule of Debt Service

Customer Name: Village of Palmetto Bay, FL

Debt Type: \$1,315,000 (approximate) B.Q. Tax-Exempt Loan, Series 2015

Interest Accrues From: 11/09/2015

Average Life (Yrs): 8.36601  
Net Interest Cost (%) 2.3563%

--Breakdown--

<u>Date</u>	<u>Principal Balance</u>	<u>Payment Due</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest Rate on Principal Maturing</u>	<u>Fiscal YTD Debt Service</u>
4/5/2016	1,237,545.00	11,826.06	11,826.06	0.00		0.00
10/5/2016	1,237,545.00	77,284.20	14,580.07	62,704.13	2.356%	89,110.26
4/5/2017	1,174,840.87	13,841.32	13,841.32	0.00		0.00
10/5/2017	1,174,840.87	85,519.20	13,841.32	71,677.88	2.356%	99,360.53
4/5/2018	1,103,162.99	12,996.86	12,996.86	0.00		0.00
10/5/2018	1,103,162.99	86,473.85	12,996.86	73,476.99	2.356%	99,470.70
4/5/2019	1,029,686.00	12,131.19	12,131.19	0.00		0.00
10/5/2019	1,029,686.00	87,452.45	12,131.19	75,321.26	2.356%	99,583.64
4/5/2020	954,364.74	11,243.80	11,243.80	0.00		0.00
10/5/2020	954,364.74	88,455.63	11,243.80	77,211.83	2.356%	99,699.42
4/5/2021	877,152.91	10,334.13	10,334.13	0.00		0.00
10/5/2021	877,152.91	89,483.97	10,334.13	79,149.84	2.356%	99,818.10
4/5/2022	798,003.07	9,401.63	9,401.63	0.00		0.00
10/5/2022	798,003.07	90,538.13	9,401.63	81,136.50	2.356%	99,939.76
4/5/2023	716,866.57	8,445.72	8,445.72	0.00		0.00
10/5/2023	716,866.57	91,618.75	8,445.72	83,173.03	2.356%	100,064.48
4/5/2024	633,693.54	7,465.83	7,465.83	0.00		0.00
10/5/2024	633,693.54	92,726.50	7,465.83	85,260.67	2.356%	100,192.32
4/5/2025	548,432.87	6,461.33	6,461.33	0.00		0.00
10/5/2025	548,432.87	93,862.05	6,461.33	87,400.72	2.356%	100,323.38
4/5/2026	461,032.15	5,431.63	5,431.63	0.00		0.00
10/5/2026	461,032.15	95,026.10	5,431.63	89,594.47	2.356%	100,457.72
4/5/2027	371,437.68	4,376.07	4,376.07	0.00		0.00
10/5/2027	371,437.68	96,219.37	4,376.07	91,843.30	2.356%	100,595.45
4/5/2028	279,594.38	3,294.03	3,294.03	0.00		0.00
10/5/2028	279,594.38	97,442.59	3,294.03	94,148.56	2.356%	100,736.61
4/5/2029	185,445.82	2,184.82	2,184.82	0.00		0.00
10/5/2029	185,445.82	88,696.51	2,184.82	86,511.69	2.356%	90,881.33
4/5/2030	98,934.13	1,165.59	1,165.59	0.00		0.00
10/5/2030	98,934.13	100,099.72	1,165.59	98,934.13	2.356%	101,265.30
4/5/2031	0.00	0.00	0.00	0.00		0.00
		<b>1,481,499.00</b>	<b>243,954.00</b>	<b>1,237,545.00</b>		<b>1,481,499.00</b>

## Schedule of Debt Service

Customer Name: Village of Palmetto Bay, FL

Debt Type: \$1,315,000 (approximate) B.Q. Tax-Exempt Loan, Series 2015

Interest Accrues From: 11/09/2015

Average Life (Yrs):  
Net Interest Cost (%)

11.45430  
2.6183%

--Breakdown--

<u>Date</u>	<u>Principal Balance</u>	<u>Payment Due</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest Rate on Principal Maturing</u>	<u>Fiscal YTD Debt Service</u>
4/5/2016	1,247,545.00	13,247.16	13,247.16	0.00		0.00
10/5/2016	1,247,545.00	57,726.42	16,332.12	41,394.30	2.618%	70,973.58
4/5/2017	1,206,150.70	15,790.21	15,790.21	0.00		0.00
10/5/2017	1,206,150.70	63,352.78	15,790.21	47,562.57	2.618%	79,142.99
4/5/2018	1,158,588.13	15,167.55	15,167.55	0.00		0.00
10/5/2018	1,158,588.13	64,204.56	15,167.55	49,037.01	2.618%	79,372.11
4/5/2019	1,109,551.12	14,525.59	14,525.59	0.00		0.00
10/5/2019	1,109,551.12	65,082.75	14,525.59	50,557.16	2.618%	79,608.33
4/5/2020	1,058,993.96	13,863.72	13,863.72	0.00		0.00
10/5/2020	1,058,993.96	65,988.15	13,863.72	52,124.43	2.618%	79,851.87
4/5/2021	1,006,869.53	13,181.34	13,181.34	0.00		0.00
10/5/2021	1,006,869.53	66,921.63	13,181.34	53,740.29	2.618%	80,102.97
4/5/2022	953,129.24	12,477.80	12,477.80	0.00		0.00
10/5/2022	953,129.24	67,884.03	12,477.80	55,406.23	2.618%	80,361.84
4/5/2023	897,723.01	11,752.46	11,752.46	0.00		0.00
10/5/2023	897,723.01	68,876.29	11,752.46	57,123.83	2.618%	80,628.74
4/5/2024	840,599.18	11,004.63	11,004.63	0.00		0.00
10/5/2024	840,599.18	69,899.30	11,004.63	58,894.67	2.618%	80,903.92
4/5/2025	781,704.51	10,233.61	10,233.61	0.00		0.00
10/5/2025	781,704.51	70,954.01	10,233.61	60,720.40	2.618%	81,187.62
4/5/2026	720,984.11	9,438.70	9,438.70	0.00		0.00
10/5/2026	720,984.11	72,041.43	9,438.70	62,602.73	2.618%	81,480.12
4/5/2027	658,381.38	8,619.14	8,619.14	0.00		0.00
10/5/2027	658,381.38	73,162.56	8,619.14	64,543.42	2.618%	81,781.70
4/5/2028	593,837.96	7,774.17	7,774.17	0.00		0.00
10/5/2028	593,837.96	74,318.43	7,774.17	66,544.26	2.618%	82,092.61
4/5/2029	527,293.70	6,903.02	6,903.02	0.00		0.00
10/5/2029	527,293.70	75,510.16	6,903.02	68,607.14	2.618%	82,413.17
4/5/2030	458,686.56	6,004.85	6,004.85	0.00		0.00
10/5/2030	458,686.56	76,738.81	6,004.85	70,733.96	2.618%	82,743.66
4/5/2031	387,952.60	5,078.85	5,078.85	0.00		0.00
10/5/2031	387,952.60	78,005.56	5,078.85	72,926.71	2.618%	83,084.40
4/5/2032	315,025.89	4,124.13	4,124.13	0.00		0.00
10/5/2032	315,025.89	79,311.57	4,124.13	75,187.44	2.618%	83,435.70
4/5/2033	239,838.45	3,139.82	3,139.82	0.00		0.00
10/5/2033	239,838.45	80,658.07	3,139.82	77,518.25	2.618%	83,797.90
4/5/2034	162,320.20	2,125.00	2,125.00	0.00		0.00
10/5/2034	162,320.20	82,046.32	2,125.00	79,921.32	2.618%	84,171.32
4/5/2035	82,398.88	1,078.72	1,078.72	0.00		0.00
10/5/2035	82,398.88	83,477.60	1,078.72	82,398.88	2.618%	84,556.31
4/5/2036	0.00	0.00	0.00	0.00		0.00
		<b>1,621,690.87</b>	<b>374,145.87</b>	<b>1,247,545.00</b>		<b>1,621,690.87</b>

EXHIBIT E  
ESCROW DEPOSIT AGREEMENT

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated November 9, 2015, by and among the FLORIDA MUNICIPAL LOAN COUNCIL (the "Issuer"), the VILLAGE OF PALMETTO BAY, FLORIDA (the "Borrower") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized under the laws of the United States of America, as Escrow Agent and its successors and assigns (the "Escrow Agent").

### WITNESSETH:

WHEREAS, the Issuer has previously authorized and issued its Refunded Bonds (as hereinafter defined), as to which the Total Debt Service (as hereinafter defined) relating to the herein described escrow arrangement is set forth on Schedule I; and

WHEREAS, the proceeds of the Refunded Bonds were loaned by the Issuer to the Borrower; and

WHEREAS, the Issuer has determined to provide for payment of the Total Debt Service by depositing with the Escrow Agent an amount provided by the Borrower that is at least equal to the Total Debt Service; and

WHEREAS, the execution of this Escrow Deposit Agreement and full performance of the provisions hereof shall redeem and discharge the Issuer and the Borrower from their obligations with respect to the Refunded Bonds;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Issuer, the Borrower and the Escrow Agent agree as follows:

SECTION 1. Definitions. As used herein, the following capitalized terms shall have the following meanings:

- (a) "Agreement" means this Escrow Deposit Agreement.
- (b) "Borrower" means the Village of Palmetto Bay, Florida.
- (c) "Escrow Account" means the account hereby created and entitled Village of Palmetto Bay Refunding Escrow Account established with and held by the Escrow Agent pursuant to this Agreement, in which cash will be held for payment of the Total Debt Service.
- (d) "Escrow Amount" means the amounts deposited into the Escrow Account pursuant to Section 2 of this Agreement.

(e) "Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., having its designated corporate trust office in Jacksonville, Florida, and its successors and assigns.

(f) "Escrow Requirement" with respect to the Refunded Bonds means, as of any date of calculation, the sum of an amount in cash in the Escrow Account, which will be sufficient to timely pay the Total Debt Service.

(g) "Indenture" means the Trust Indenture dated as of September 1, 2005, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as successor trustee.

(h) "Issuer" means the Florida Municipal Loan Council and its successors and assigns.

(i) "Loan Agreement" means the Loan Agreement dated as of September 1, 2005 between the Issuer and the Borrower.

(j) "Note" means the \$1,252,148.39 Village of Palmetto Bay, Florida Refunding Revenue Note, Series 2015 issued by the Borrower and funded on November 9, 2015, for the principal purpose of prepaying the principal and interest due under the Loan Agreement to December 11, 2015, the redemption date of the Refunded Bonds.

(k) "Refunded Bonds" means the portion of the Florida Municipal Loan Council Revenue Bonds, Series 2005D, which was loaned to the Borrower pursuant to the Loan Agreement, and as set forth in Schedule I hereto.

(l) "Total Debt Service" means the sum of the principal and interest due with respect to the Refunded Bonds as set forth on Schedule I hereto.

SECTION 2. Deposit of Funds. The Issuer hereby deposits \$1,215,587.50 with the Escrow Agent, of which \$1,209,840.00 has been derived from transfers from the Borrower derived from the proceeds of the Note and \$5,747.50 has been derived from transfers from the Borrower derived from other legally available revenues.

Such funds are hereby deposited with the Escrow Agent for deposit into the Escrow Account, which funds the Escrow Agent acknowledges receipt of, to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the Escrow Agent and applied solely as provided in this Agreement. The Issuer represents that such funds have been derived as set forth above and are at least equal to the Escrow Requirement as of the date of such deposits.

SECTION 3. Use and Investment of Funds. The Escrow Agent acknowledges receipt of the Escrow Amount described in Section 2 hereof and agrees:

(a) to hold the funds in cash pursuant to this Agreement in irrevocable escrow during the term of this Agreement for the sole benefit of the holders of the Refunded Bonds; and

(b) there will be no investment of the Escrow Amount.

SECTION 4. Payment of the Refunded Bonds and Expenses.

(a) Refunded Bonds. Conditioned upon receipt of the Escrow Amount described in Section 2 hereof, the Issuer hereby agrees irrevocably to cause the redemption of the Refunded Bonds on December 11, 2015, in accordance with the terms of the Indenture, and to take all necessary actions in connection therewith.

On December 11, 2015, the Escrow Agent shall disburse immediately available funds from the Escrow Account to The Bank of New York Mellon Trust Company, N.A., as paying agent of the Refunded Bonds in amounts sufficient to pay in full the Refunded Bonds as set forth on Schedule I. The Escrow Agent, in its capacity as Trustee under the Indenture, is hereby instructed to immediately send the notice of redemption (substantially in the form attached hereto as Exhibit A) as required by the Indenture.

(b) Priority of Payments. The holders of the Refunded Bonds shall have an express first lien on the Escrow Amount in the Escrow Account until such funds are used and applied as provided in Subsection 4(a) of this Agreement. If the amounts on hand in the Escrow Account are insufficient to make the payments due on the Refunded Bonds, the Borrower hereby agrees to immediately make up any insufficiency by depositing additional funds from the Borrower into the Escrow Account.

(c) Surplus. After making the final payment from the Escrow Account described in Subsections 4(a) and 4(b) above, the Escrow Agent shall transfer any remaining funds to the Borrower as directed in writing by the Borrower.

SECTION 5. No Reinvestment. The Escrow Agent shall have no power or duty to invest any Escrow Amount held under this Agreement or to sell, transfer or otherwise dispose of or make substitutions of the cash held hereunder.

SECTION 6. No Redemption or Acceleration of Maturity. The Issuer will neither accelerate the maturity of, nor exercise any option to redeem any of the Refunded Bonds, except that the Refunded Bonds shall be redeemed on December 11, 2015.

SECTION 7. Responsibilities of Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Account, the acceptance of the funds deposited therein, the purchase of investments, if any, the retention of the investments or the proceeds thereof or for any payment, transfer or other application of moneys by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be responsible for its gross negligence or willful failure to comply with its duties required hereunder, and its negligent, omissions or errors or willful misconduct hereunder. The duties and obligations of the Escrow Agent may be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Issuer, and in reliance upon the opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Issuer. The Escrow Agent is not responsible or liable for calculations as to or the actual sufficiency of moneys, and earnings thereon, deposited in the Escrow Account to pay Total Debt Service hereunder. The Escrow Agent shall not be obligated to expend or risk its own funds in performance of its obligations hereunder.

The Issuer further agrees to indemnify and save the Escrow Agent harmless, to the extent allowed by law, against any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property, or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expense (including reasonable attorney's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, including without limitation all reasonable attorneys' and consultants' fees and expenses and court costs which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or willful misconduct. Indemnification provided under this Section 7 shall survive the termination of this Agreement.

SECTION 8. Resignation of Escrow Agent. The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the Issuer, any rating agency then providing a rating or insurer providing bond insurance on the Refunded Bonds, and the Holders of the Refunded Bonds not less than 30 days before such resignation shall take effect. Such resignation shall not take effect until the appointment of a successor Escrow Agent hereunder.

SECTION 9. Removal of Escrow Agent.

(a) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than 51% in aggregate principal amount of the Refunded Bonds then outstanding, such instruments to be filed with the Issuer and published by the Issuer once in a newspaper of general circulation in Tallahassee, Florida, and in a daily newspaper or financial journal of general circulation in the City of New York, New York, not less than 30 days before such removal is to take effect as stated in said instrument or instruments. A photographic copy of any instrument filed with the Issuer under the provisions of this paragraph shall be delivered by the Issuer to the Escrow Agent.

(b) The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent by any court of competent jurisdiction upon the application of the Issuer or the holders of not less than 5% in aggregate principal amount of the Refunded Bonds then outstanding.

(c) The Escrow Agent may not be removed until a successor Escrow Agent has been appointed in the manner set forth herein.

SECTION 10. Successor Escrow Agent.

(a) If at any time hereafter the Escrow Agent shall resign, be removed, be dissolved or otherwise become incapable of acting, or shall be taken over by any governmental official, agency, department or board, the position of Escrow Agent shall thereupon become vacant. If the position of Escrow Agent shall become vacant for any of the foregoing reasons or for any other reason, the Issuer shall appoint an Escrow Agent to fill such vacancy. The Issuer shall either (i) publish notice of any such appointment made by it once in each week for four successive weeks in a newspaper of general circulation published in Tallahassee, Florida and in a daily newspaper or financial journal of general circulation in the City of New York, New York, or (ii) mail a notice of any such appointment made by it to the Holders of the Refunded Bonds within 30 days after such appointment.

(b) At any time within one year after such vacancy shall have occurred, the holders of a majority in principal amount of the Refunded Bonds then outstanding, by an instrument or concurrent instruments in writing, executed by either group of such bondholders and filed with the governing body of the Issuer, may appoint a successor Escrow Agent, which shall supersede any Escrow Agent theretofore appointed by the Issuer. Photographic copies of each such instrument shall be delivered promptly by the Issuer, to the predecessor Escrow Agent and to the Escrow Agent so appointed by the bondholders. In the case of conflicting appointments made by the bondholders under this paragraph, the first effective appointment made during the one year period shall govern.

(c) If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this Section, the holder of any Refunded Bonds then outstanding, or any retiring Escrow Agent may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

SECTION 11. Payment to Escrow Agent. The Escrow Agent hereby acknowledges that it has agreed to accept compensation under this Agreement in the sum of \$750.00, which the Issuer agrees to pay on the date of delivery by the Borrower of the proceeds of the Note, for services to be performed by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall under no circumstances have any right to seek payment of its fees or expenses from the Escrow Account.

SECTION 12. Term. This Agreement shall commence upon its execution and delivery and shall terminate when the Escrow Amount has been disbursed in accordance with this Agreement.

SECTION 13. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, notice of such event shall be sent to Standard and Poor's, but such covenant or agreements herein contained shall be null and void and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 14. Amendments to this Agreement. This Agreement is made for the benefit of the Issuer and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended in whole or in part without the written consent of all affected holders, the Escrow Agent and the Issuer; provided, however, that the Issuer, the Borrower and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Escrow Agent, for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall, at its option, be entitled to rely exclusively upon an opinion of nationally recognized attorneys on the subject of municipal bonds acceptable to the Issuer with respect to compliance with this Section, including the extent, if any, to which any change,

modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of Florida.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

FLORIDA MUNICIPAL LOAN COUNCIL

(SEAL)

By: \_\_\_\_\_  
Isaac Salver, Chairman

ATTEST:

By: \_\_\_\_\_  
Patti Hilaman, Deputy Executive Director

ESCROW DEPOSIT AGREEMENT

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.

By: \_\_\_\_\_  
Janalee R. Scott  
Vice President

ESCROW DEPOSIT AGREEMENT

VILLAGE OF PALMETTO BAY,  
FLORIDA

(SEAL)

By: \_\_\_\_\_  
Name: Edward Silva  
Title: Village Manager

ATTESTED BY:

By: \_\_\_\_\_  
Name: Meighan Alexander  
Title: Village Clerk

Approved as to form and correctness  
this 9th day of November, 2015.

By: \_\_\_\_\_  
Name: Dexter W. Lehtinen  
Title: Village Attorney

SCHEDULE I

TOTAL DEBT SERVICE OF REFUNDED BONDS

Debt Service Requirements

Payment <u>Date</u>	<u>Interest</u>	Principal <u>Redeemed</u>	<u>Total</u>
12/11/2015	\$10,587.50	\$1,205,000.00	\$1,215,587.50

SCHEDULE OF INVESTMENT

Deposit of \$1,215,587.50 made November 9, 2015, to be held uninvested in cash until the redemption date of December 11, 2015, which deposit provides for principal in the amount of \$1,205,000.00 and accrued interest in the amount of \$10,587.50.

EXHIBIT A

FORM OF NOTICE OF REDEMPTION

NOTICE OF OPTIONAL REDEMPTION  
FLORIDA MUNICIPAL LOAN COUNCIL  
REVENUE BONDS, SERIES 2005D

NOTICE IS HEREBY GIVEN on behalf of the Florida Municipal Loan Council (the "Council") that a portion of the Council's outstanding Revenue Bonds, Series 2005D (the "Bonds"), maturing on October 1, 2017 through and including 2020, 2025, 2030 and 2035, in the aggregate principal amount of \$1,205,000 (the "Redeemed Bonds"), have been called for optional redemption, at 100% of the principal amount thereof (the "Redemption Price"). Interest on the Redeemed Bonds accruing to or prior to the redemption date of December 11, 2015 (the "Redemption Date"), will be paid in the usual manner. Interest on the Redeemed Bonds will cease to accrue from and after said Redemption Date.

The Redeemed Bonds to be redeemed are as follows:

Maturity Dates	Principal Amounts Outstanding	Interest Rates	Original CUSIP #	Redeemed Principal Amounts	New CUSIP #
10/01/2017	\$525,000	4.00%	34282CEV9	\$80,000	34282C GL9
10/01/2018	275,000	4.00	34282CEW7	40,000	34282C GM7
10/01/2019	295,000	4.00	34282CEX5	45,000	34282C GN5
10/01/2020	305,000	4.00	34282CEY3	45,000	34282C GP0
10/01/2025	1,730,000	5.00	34282CEZ0	255,000	34282C GQ8
10/01/2030	1,040,000	4.50	34282CFB2	330,000	34282C GR6
10/01/2035	1,300,000	4.50	34282CFD8	410,000	34282C GS4

On December 11, 2015, there shall become due and payable the above mentioned Redemption Price upon presentation and surrender of such Redeemed Bonds the following address:

The Bank of New York Mellon Trust  
Company, N.A.  
10161 Centurion Parkway  
Jacksonville, Florida 32256  
Attn: Administration

Redeemed Bonds held in book-entry form need not be presented. However, Bondholders presenting their bonds in person for same day payment must surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class

mail. If payment of the Redemption Price is to be made to the registered owner of the Redeemed Bond, you are not required to endorse the Redeemed Bond to collect the Redemption Price.

The Bonds maturing October 1, 2017 through and including 2020, 2025, 2030 and 2035, with principal payments due each October 1st and semiannual interest payments due on April 1st and October 1st until the maturity date of the Bonds, which have not been redeemed shall remain outstanding, and the CUSIP numbers applicable to such Bonds have changed. The remaining Bonds which have not been redeemed shall remain outstanding and are set forth below:

<u>Maturity Dates</u>	<u>Principal Amounts Outstanding</u>	<u>Interest Rates</u>	<u>Original CUSIP #</u>	<u>Non-Redeemed Bonds Principal Amount</u>	<u>New CUSIP #</u>
10/01/2017	\$525,000	4.00%	34282CEV9	\$445,000	34282C GT2
10/01/2018	275,000	4.00	34282CEW7	235,000	34282C GU9
10/01/2019	295,000	4.00	34282CEX5	250,000	34282C GV7
10/01/2020	305,000	4.00	34282CEY3	260,000	34282C GW5
10/01/2025	1,730,000	5.00	34282CEZ0	1,475,000	34282C GX3
10/01/2030	1,040,000	4.50	34282CFB2	710,000	34282C GY1
10/01/2035	1,300,000	4.50	34282CFD8	890,000	34282C GZ8

DATED this \_\_\_\_ day of November, 2015.

FLORIDA MUNICIPAL LOAN COUNCIL

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Escrow Agent

**IMPORTANT TAX INFORMATION**

EXISTING FEDERAL INCOME TAX LAW MAY REQUIRE THE WITHHOLDING OF 28% OF ANY PAYMENTS TO HOLDERS PRESENTING THEIR (SECURITIES) FOR PAYMENTS WHO HAVE FAILED TO FURNISH A TAXPAYER IDENTIFICATION NUMBER, CERTIFIED TO BE CORRECT UNDER PENALTY OF PERJURY. HOLDERS MAY ALSO BE SUBJECT TO A PENALTY OF \$50.00 FOR FAILURE TO PROVIDE SUCH NUMBER. CERTIFICATION MAY BE MADE TO THE PAYING AGENT ON A SUBSTITUTE FORM W-9.

\* The CUSIP number has been assigned to this issue by Standard and Poor's Corporation and is included solely for the convenience of the Bondholders. Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness on the securities or as indicated in any redemption notice.



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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Roadway Resurfacing and  
Striping of Public Roadways

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE WAIVER OF FORMAL BIDDING REQUIREMENTS AND UTILIZING RFQ NO. 20140163, PREVIOUSLY ADVERTISED FOR BID BY MIAMI-DADE COUNTY WHICH IS REASONABLE AND IN THE BEST INTEREST OF THE VILLAGE OF PALMETTO BAY AND PROVIDING FOR THE AWARD THEREOF TO H & J ASPHALT, INC.; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$162,500.00 TO CONTINUE RESURFACING AND STRIPING VILLAGE ROADWAYS FOR FISCAL YEAR 2015-16; 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.

After evaluating current paving contracts entered into between neighboring municipalities and contractors, staff is recommending that, pursuant to Sec 2-175 of the Code of Ordinance, the Village "piggyback" on an existing contract between Miami-Dade County and H & J Asphalt, Inc. (RFQ No. 20140163) for roadway resurfacing. In Fiscal Year 2014-2015 the Department anticipates expending \$162,500 for roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement markings as described in the bid scope of services.

Section 2-175 of the Code of Ordinance authorizes the Village Manager to award a contract without sealed bidding upon determination that the purchase meets acceptability criteria and the supplier has a valid contract or purchase order through competitive process by another governmental entity in the state. H&J Asphalt, Inc. has agreed to authorize the Village to piggyback onto the existing contract with Miami-Dade County for roadway resurfacing services in accordance with the same pricing, terms and conditions including lifting manholes, striping, and the installation of reflective pavement markings in Fiscal Year 2015-16 as detailed in the attached contract for Project No. 20140163.

Administration is respectfully requesting authorization from the Village Council to adopt the attached Resolution authorizing the Village Manager to proceed with execution of a contract with H & J Asphalt, Inc. for continued roadway resurfacing and striping services in the Village of Palmetto Bay for an amount not to exceed \$162,500 in Fiscal Year 2015-2016.

**FISCAL/BUDGETARY IMPACT:**

The Village budgets this item under "Special Revenue Transportation Fund- Roadway and Traffic Improvements" for an amount not to exceed \$162,500 in Fiscal Year 2015-2016.

**RECOMMENDATION:**

Approval is recommended

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ROADWAY RESURFACING AND STRIPING OF PUBLIC ROADWAYS WITHIN THE VILLAGE OF PALMETTO BAY; AUTHORIZING THE WAIVER OF FORMAL BIDDING REQUIREMENTS AND UTILIZING RFQ NO. 20140163, PREVIOUSLY ADVERTISED FOR BID BY MIAMI-DADE COUNTY WHICH IS REASONABLE AND IN THE BEST INTEREST OF THE VILLAGE OF PALMETTO BAY AND PROVIDING FOR THE AWARD THEREOF TO H & J ASPHALT, INC.; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$162,500.00 TO CONTINUE RESURFACING AND STRIPING VILLAGE ROADWAYS FOR FISCAL YEAR 2015-16; 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, Miami-Dade County conducted a competitive bidding process for the procurement of roadway resurfacing services and awarded a bid to H & J Asphalt, Inc.; and

WHEREAS, Section 2-175 of the Code of Ordinance authorizes the Village Manager to award a contract without sealed bidding upon determination that the purchase meets acceptability criteria and the supplier has a valid contract or purchase order through competitive process by another governmental entity in the state; and

WHEREAS, after evaluating current paving contracts entered into between neighboring municipalities and contractors, staff is recommending that, pursuant to Sec 2-175 of the Code of Ordinance, the Village "piggyback" on an existing contract between Miami-Dade County and H & J Asphalt, Inc. (RFQ No. 20140163) for roadway resurfacing; and

WHEREAS, H&J Asphalt, Inc. has agreed to authorize the Village to piggyback onto the existing contract with Miami-Dade County for roadway resurfacing services in accordance with the same pricing, terms and conditions including lifting manholes, striping, and the installation of reflective pavement markings in FY 15-16 as detailed in the attached contract for Project No. 20140163.

WHEREAS, Administration recommends that it is in the best interest of the Village contract with H & J Asphalt, Inc. for continued roadway resurfacing and striping services in the Village of Palmetto Bay for an amount not to exceed \$162,500 in Fiscal Year 2015-2016; and

1           WHEREAS, the Village Manager is respectfully requesting authorization from the Village  
2 Council to adopt the attached resolution to proceed with execution of a contract with H & J  
3 Asphalt, Inc. for roadway resurfacing in FY 2015-2016;

4  
5           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
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8           Section 1: The Village Council hereby authorizes the Village Manager, pursuant to Sec 2-175  
9 of the Code of Ordinance, to piggyback on an existing contract between Miami-Dade County and H  
10 & J Asphalt, Inc. RFQ No. 20140163, and enter into an agreement with H & J Asphalt, Inc. for  
11 roadway resurfacing including lifting manholes, striping, and the installation of reflective pavement  
12 markings in the Village of Palmetto Bay for an amount not to exceed \$162,500.  
13

14           Section 2: This resolution shall take effect immediately upon approval.  
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16           **PASSED** and **ADOPTED** this \_\_\_\_ day of November 2015.  
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18  
19 Attest: \_\_\_\_\_

20           Meighan J. Alexander  
21           Village Clerk

\_\_\_\_\_   
22           Eugene Flinn  
23           Mayor

24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE  
25 AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:  
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\_\_\_\_\_   
28           Dexter W. Lehtinen  
29           Village Attorney

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32 FINAL VOTE AT ADOPTION:

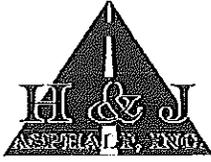
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34 Council Member Karyn Cunningham           \_\_\_\_\_

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36 Council Member Tim Schaffer                \_\_\_\_\_

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38 Council Member Larissa Siegel Lara        \_\_\_\_\_

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40 Vice-Mayor John DuBois                    \_\_\_\_\_

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42 Mayor Eugene Flinn                         \_\_\_\_\_



## H & J ASPHALT, INC.

4310 NW 35<sup>th</sup> AVENUE  
MIAMI, FL. 33142  
PHONE: 305-634-3342 FAX: 305-634-3313  
[hjasph@bellsouth.net](mailto:hjasph@bellsouth.net)

October 26, 2015

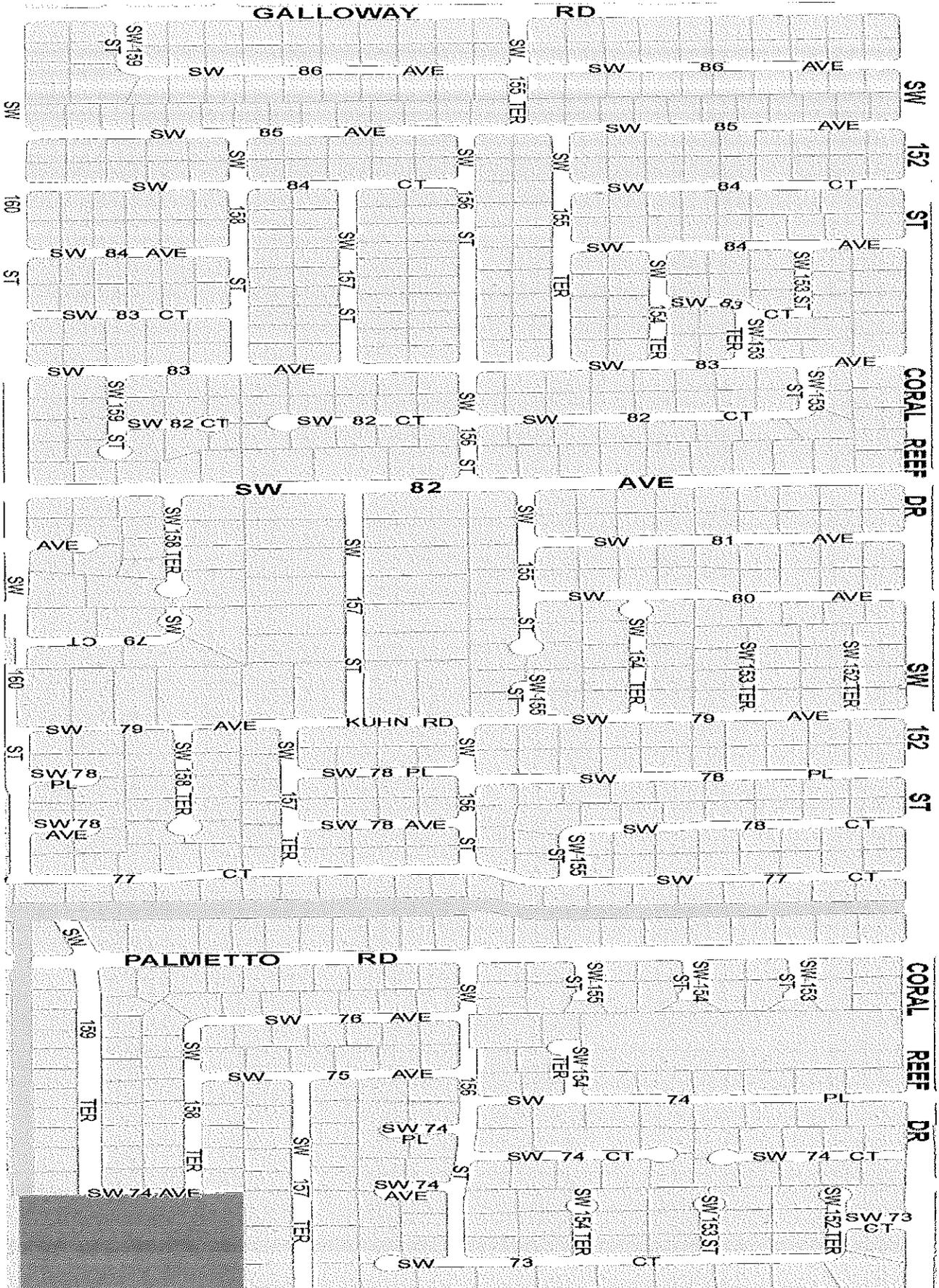
To whom it may concern:

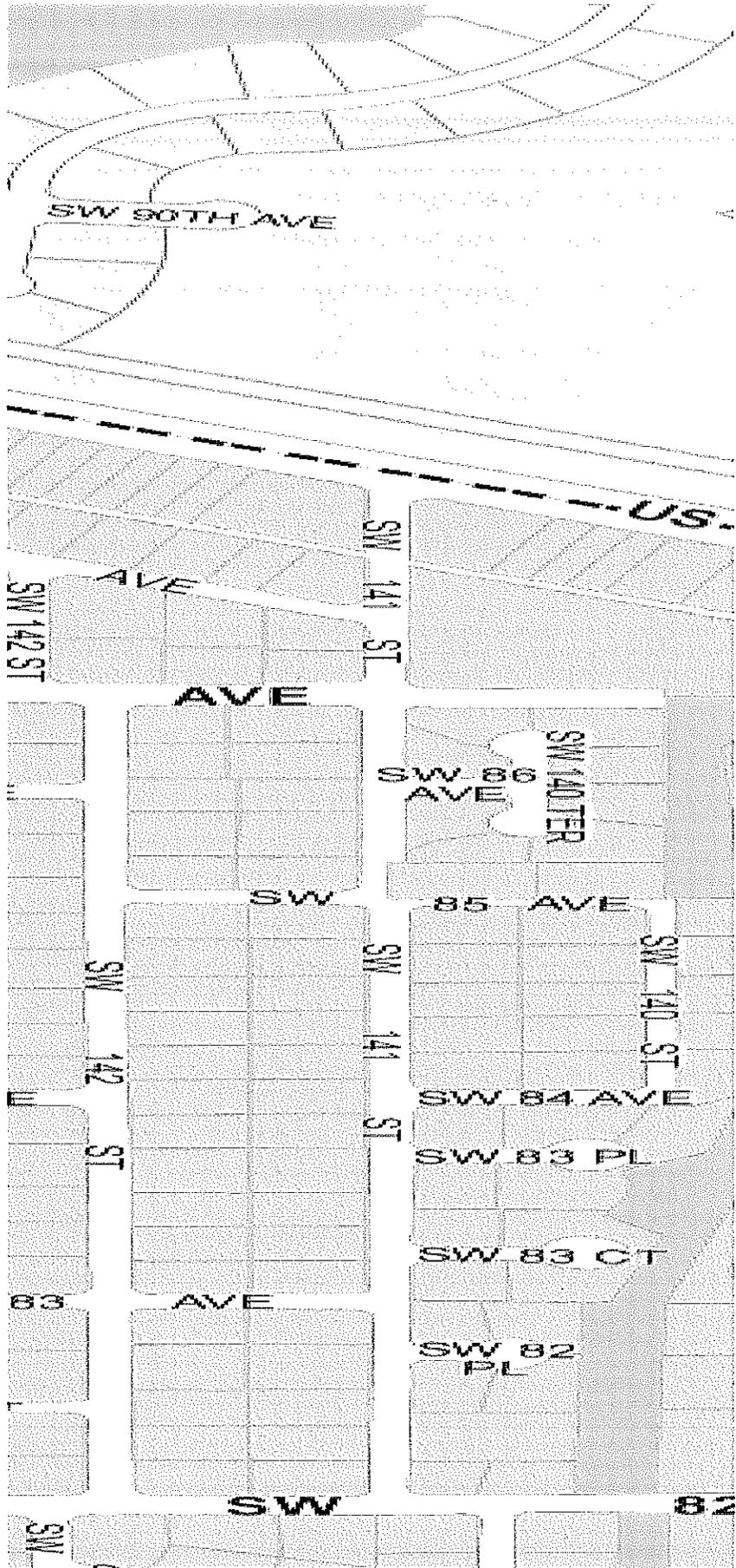
I Jorge Lorenzo Vice President of H & J Asphalt Inc. authorize The Village of Palmetto Bay to piggy back from the prices from our Miami Dade County Project No. 20140163. This project is set to expire 7/16/2016.

If you have any additional questions please feel free to contact me.

Sincerely,

Jorge Lorenzo  
Vice President/ H & J Asphalt Inc.





# Memorandum



**Date:** September 1, 2015

Agenda Item No. 8(L)(2)

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Recommendation for Approval of the Use of up to \$8,014,975.12 in Charter County Transportation Surtax Funds for Push-Button Contracts

## Recommendation

It is recommended that the Board of County Commissioners approve the use of Charter County Transportation Surtax (Surtax) Funds for Push-Button Contracts, which have previously been awarded under the Miscellaneous Construction Contracts (MCC) 7360 Plan and the 7040 Plan, for various infrastructure improvement projects. These contracts are currently approved for the use of non-Surtax funding sources via the MCC Program, with this item seeking approval of Surtax funding for those roadway and neighborhood improvement projects included within the People's Transportation Plan (PTP). The contracts are described below and in more detail in the accompanying attachments:

Contract No. 1 – *Push-Button Contract for Sidewalk Improvements* (RPQ No. 20140154, MCC 7360 Plan) in the amount of \$673,022.40 to Metro Express, Inc.

Contract No. 2 – *Push-Button Contract for Sidewalk Improvements* (RPQ No. 20140156, MCC 7360 Plan) in the amount of \$663,811.00 to Metro Express, Inc.

Contract No. 3 – *Push-Button Contract for Roadway Resurfacing* (RPQ No. 20140163, MCC 7360 Plan) in the amount of \$1,875,021.48 to H & J Asphalt, Inc.

Contract No. 4 – *Push-Button Contract for Roadway Resurfacing* (RPQ No. 20140164, MCC 7360 Plan) in the amount of \$1,768,215.72 to H & R Paving, Inc.

Contract No. 5 – *Push-Button Contract for Intersection Improvements* (RPQ No. 20140206, MCC 7360 Plan) in the amount of \$808,311.69 to Metro Express, Inc.

Contract No. 6 – *Push-Button Contract for Intersection Improvements* (RPQ No. 20140207, MCC 7360 Plan) in the amount of \$840,184.83 to Metro Express, Inc.

Contract No. 7 – *Push-Button Contract for Traffic Signal Improvements* (RPQ No. 20140220, MCC 7040 Plan) in the amount of \$638,884.00 to AUM Construction, Inc.

Contract No. 8 – *Push-Button Contract for Traffic Signal Improvements* (RPQ No. 20140221, MCC 7040 Plan) in the amount of \$747,524.00 to AUM Construction, Inc.

## Scope

These contracts have been previously awarded under the MCC Program at various locations within Miami-Dade County, with scopes of work consisting of roadway resurfacing, sidewalk improvements, intersection improvements, and traffic signal installations.

**Fiscal Impact/Funding Source**

The fiscal impact to the Surtax shall not exceed the contract award amount for each contract. There is no fiscal impact to operations or maintenance.

**Track Record/Monitor**

The person responsible for all PTP projects in the Public Works and Waste Management Department (PWWM) is Mr. Alejandro Martinez-Esteve, RA, LEED AP, Manager, Capital Improvements Section.

**Background**

Push-Button Contracts provide PWWM a means of quickly responding to critical construction and repair needs via a competitively bid contract. The work on these contracts is initiated via work order on an as-needed basis to address these needs. Within the contract, an estimated quantity is provided for bidding purposes and plan details are not available at the time of the bid. Bidders are advised that actual quantities may vary, depending on the scope of work identified in each work order. Payment is based on the authorized work completed by the contractor.

These Contracts were procured through the MCC Program, as noted in Exhibits A through H, with Secondary Gas Tax and/or Road Impact Fee funding identified. PWWM forwarded a Request for Price Quotation by way of facsimile transmission to a pool of firms that had registered with the Internal Services Department for each respective trade. Additionally, PWWM advertised each project in the *Daily Business Review* and all solicitations were available online through the County portal under the "Procurement Solicitations" link. Each project's award evaluation was based upon the bid submitted by the lowest responsive and responsible bidder, and due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status with the Florida Department of State's Division of Corporations and review of performance or compliance issues. A copy of all bids, and the bid tabulation for all projects, is available by contacting the manager of Capital Improvements Section of PWWM.

Adoption of this Resolution would authorize the use of Surtax funds for those roadway and neighborhood improvement projects included within the PTP. Consistent with Florida Statute 212.055, and Sections 29-124 and 2-1421 of the County Code, Surtax funds will only be used for projects included in the Five Year PTP Implementation Plan.

  
\_\_\_\_\_  
Alina T. Hudak  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** September 1, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(L)(2)  
9-1-15

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AND AUTHORIZING THE USE OF UP TO \$8,014,975.12 IN CHARTER COUNTY TRANSPORTATION SURTAX FUNDS FOR PUSH-BUTTON CONTRACTS AWARDED UNDER THE MISCELLANEOUS CONSTRUCTION CONTRACTS 7360 PLAN AND 7040 PLAN

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the use of Charter County Transportation Surtax Funds for Push-Button Contracts awarded under the Miscellaneous Construction Contracts 7360 Plan and 7040 Plan for various infrastructure improvements projects identified in the attached and incorporated Exhibits A through H; and authorizes the use of Charter County Transportation Surtax Funds for such purposes.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of September, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

Exhibit A

**Contract No. 1**

<b>Project No.:</b> 20140154 (MCC 7360 Plan – CICC 7360-0/08)	<b>Title:</b> Push-Button Contract for Sidewalk Improvements
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**Background:** On July 17, 2014 PWWM forwarded an RPQ for a Push-Button Contract for Sidewalk Improvements, utilizing the MCC 7040 Plan – CICC 7040-0/07 Contract as Project No. 20140079 with an estimated value of \$434,700.00. On August 20, 2014 two (2) bids were received: Wrangler Construction, Inc. (Wrangler), \$594,642.15, and JVA Engineering Contractors, Inc. (JVA), \$870,320.50. However, Wrangler's Bid Bond was found defective and the Bid submitted by JVA was twice that of the Engineer's estimate. PWWM decided to reject all bids and to re-advertise on October 16, 2014 utilizing the MCC 7360 Plan – CICC 7360-0/08, as Project No. 20140154.

Bids for project No. 20140154 were opened on November 19, 2014 and four (4) firms proffered bids. The lowest bidder, Wrangler Construction, Inc., proffered a base bid of \$574,306.65, 31 percent above the County's cost estimate. However, Wrangler was found non-responsive by SBD, as the Schedule of Intent Affidavit (SOI) was deficient. The second lowest bidder, Metro Express, Inc., submitted a bid base of \$596,384.00, 36 percent above the County's cost estimate. The third lowest bidder, Maggolo, Inc. proffered a base bid of \$623,009.00, 42 percent above the County's cost estimate. The fourth lowest bidder, Quality Paving Corp., Inc. proffered a base bid of \$761,665.00, 74 percent above the County's cost estimate.

Following Bid evaluations, PWWM concluded that market prices were escalating and determined that the prices submitted were in accordance with actual market prices. PWWM issued a recommendation for award on February 12, 2015 for RPQ No. 20140154 to the second lowest bidder, Metro Express, Inc.

The total award including contingency and dedicated allowance amounts is \$673,022.40.

Contract Measures:		
Program	Measure	Goal Percent
SBE Construction	Trade Set Aside 1: Fence Contractor	Schedule of Intent Affidavit lists Fence Master, Inc.
Community Workforce Program	Applicable: Work Order Driven	10.00 Percent

The work to be accomplished for this project consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment, and tools to perform all operations necessary for sidewalk improvements. The work includes construction of new curb ramps and gutters, sidewalks, driveway approaches, the removal and disposal of various existing pavements, the grading and preparation of subgrade, the removal and disposal of existing trees, tree roots, and debris, clearing and grubbing, and adjustment of existing utility valve covers to new finished grade and sodding

Exhibit B

**Contract No. 2**

<b>Project No.:</b> 20140156 (MCC 7360 Plan -- CICC 7360-0/08)	<b>Title:</b> Push-Button Contract for Sidewalk Improvements
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**Background:** On July 17, 2014 PWWM forwarded an RPQ for a Push-Button Contract for Sidewalk Improvements, utilizing the MCC 7040 Plan – CICC 7040-0/07 Contract as Project No. 20140113 with an estimated value of \$434,700.00. However, no bids were received. On October 16, 2014 PWWM re-advertised the project utilizing the MCC 7360 Plan as Project No. 20140156 with an adjusted estimate cost of \$438,389.00. Bids were opened on November 26, 2014 with four (4) firms proffering bids.

Metro Express, Inc. proffered the lowest responsive and responsible base bid of \$588,010.00, 34 percent above the County's cost estimate. The second lowest bidder, Wrangler Construction, Inc. proffered a base bid of \$615,147.40, 40 percent above the County's cost estimate. The third lowest bidder, Maggolic, Inc. proffered a base bid of \$666,227.00, 52 percent above the County's cost estimate. The fourth lowest bidder, Quality Paving Corp., proffered a base bid of \$792,227.00, 81 percent above the County's cost estimate.

Following bid evaluations PWWM concluded that the market prices were escalating too quickly and determined that the prices submitted were in accordance with the actual market prices. PWWM issued a recommendation for award on March 3, 2015 for RPQ No. 20140156 to Metro Express, Inc.

The total award including contingency and dedicated allowance amounts is \$663,811.00.

<b>Contract Measures:</b>		
<b>Program</b>	<b>Measure</b>	<b>Goal Percent</b>
SBE Construction	Trade Set Aside 1: Fence Contractor	Schedule of Intent Affidavit lists Fence Master, Inc
Community Workforce Program	Applicable: Work Order Driven	10.00 Percent

**Scope of Work:** The work to be accomplished for this project consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment, and tools to perform all operations necessary for sidewalk improvements. The work includes construction of new curb ramps and gutters, sidewalks, driveway approaches, the removal and disposal of various existing pavements, the grading and preparation of subgrade, the removal and disposal of existing trees, tree roots, and debris, clearing and grubbing, and adjustment of existing utility valve covers to new finished grade and sodding.

Exhibit C

**Contract No. 3**

<b>Project No.:</b> 20140163 (MCC 7360 Plan – CICC 7360-0/08)	<b>Title:</b> Push-Button Contract for Roadway Resurfacing
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**Background:** On October 30, 2014, PWWM forwarded an RPQ for a Push-Button Contract for Roadway Resurfacing, utilizing the MCC 7360 Plan – CICC 7360-0/08 Contract, to a list of 69 pre-qualified firms. A total of two (2) firm purchased contract documents and five (5) firms proffered a bid.

On November 26, 2014, H & J Asphalt, Inc. proffered the lowest responsive and responsible base bid of \$ 1,631,894.60; 6 percent above the County's cost estimate. The second lowest bidder, Metro Express, Inc. proffered a base bid of \$1,638,325.00, 6 percent above the County's cost estimate. The third lowest bidder, General Asphalt, Inc. proffered a base bid of \$1,751,552.15, 13 percent above the County's cost estimate. Based on the results of the solicitation, PWWM issued a recommendation for award on January 12, 2015, for RPQ No. 20140163, to H & J Asphalt, Inc.

The total award including contingency and dedicated allowance amounts is \$1,875,021.48.

<b>Contract Measures:</b>		
<b>Program</b>	<b>Measure</b>	<b>Goal Percent</b>
SBE Construction	Trade Set Aside 1: Pavement Markings: Painted and/or Thermoplastic	Schedule of Intent Affidavit lists Road Runner Striping
SBE Construction	Trade Set Aside 2: Concrete - Sidewalks and/or Curb and Gutters	Schedule of Intent Affidavit lists American Builders Master
Community Workforce Program	Applicable: Work Order Driven	10.00 Percent

**Scope of Work:** The work to be accomplished for this project consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment, and tools to perform all operations necessary for sidewalk improvements. The work includes milling of existing pavement, the widening and resurfacing of intersecting streets, and resurfacing of asphalt pathways (e.g. pedestrian, bicycle) adjacent or not to the edge of the pavement, if necessary, clearing and excavating of shoulder areas or build-up, and grading and clean-up of adjacent shoulders and removal of roots, if required. Additionally, work includes pavement markings, the installation of reflective pavement markers, new sidewalks, sidewalk curb and gutters, and pedestrian ramps.

Exhibit D

Contract No. 4

<b>Project No.:</b> 20140164 (MCC 7360 Plan – CICC 7360-0/08)	<b>Title:</b> Push-Button Contract for Roadway Resurfacing
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**Background:** On November 6, 2014, PWWM forwarded an RPQ for a Push-Button Contract for Roadway Resurfacing, utilizing the MCC 7360 Plan – CICC 7360-0/08 Contract, to a list of 70 pre-qualified firms. A total of one (1) firm purchased contract documents and four (4) firms proffered a bid.

On December 3, 2014, H & R Paving, Inc. proffered the lowest responsive and responsible base bid of \$1,537,692.61, 1 percent below the County's cost estimate. The second lowest bidder, H & J Asphalt, Inc. proffered a base bid of \$1,631,747.45, 6 percent above the County's cost estimate. The third lowest bidder, Metro Express, Inc., proffered a base bid of \$1,645,174.00, 6 percent above the County's cost estimate. The fourth lowest bidder, Community Asphalt Corp., proffered a base bid of \$2,337,584.70, 51 percent above the County's cost estimate. Based on the results of the solicitation, PWWM issued a recommendation for award on January 12, 2015, for RPQ No. 20140164, to H & R Paving Inc.

The total award including contingency and dedicated allowance amounts is \$1,768,215.72.

<b>Contract Measures:</b>		
<b>Program</b>	<b>Measure</b>	<b>Goal Percent</b>
SBE Construction	Trade Set Aside 1: Pavement Markings: Painted and/or Thermoplastic	Schedule of Intent Affidavit lists Highway Striping, Inc.
SBE Construction	Trade Set Aside 2: Concrete - Sidewalks and/or Curb and Gutters	Schedule of Intent Affidavit lists Big D Engineering, Inc.
Community Workforce Program	Applicable: Work Order Driven	10.00 Percent

**Scope of Work:** The work to be accomplished for this project consists of, but is not limited to, furnishing all supervision, labor, required materials, equipment, and tools to perform all operations necessary for sidewalk improvements. The work includes milling of existing pavement, the widening and resurfacing of intersecting streets, and resurfacing of asphalt pathways (e.g. pedestrian, bicycle) adjacent or not to the edge of the pavement, if necessary, clearing and excavating of shoulder areas or build-up, and grading and clean-up of adjacent shoulders and removal of roots, if required. Additionally, work includes pavement markings, the installation of reflective pavement markers, new sidewalks, sidewalk curb and gutters, and pedestrian ramps.

# Miami-Dade County Public Works and Waste Management Department

## Contract Prices

Project Title: Push-Button Contract for Roadway Resurfacing  
 Contractor: H & J ASPHALT, INC.

Project No: 20140163  
 Bid Date: 11/26/2014

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
1WSR	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	10,618.0	\$3.50	\$37,163.00
2WSR	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	858.0	\$5.00	\$4,290.00
5WS1-A	Night Differential for Milling	P.N.	10.0	\$1.00	\$10.00
6WS1-A	Night Differential for Resurfacing	P.N.	10.0	\$1.00	\$10.00
101-327A	MOBILIZATION FOR MILLING. ( To be paid once, per each Section of a Township and Range ) May be deleted if no milling in Section.	PER/SCT	15.0	\$1.00	\$15.00
102-74-2	BARRICADES ( Temporary, Type III, 6' )	EA/DAY	22.0	\$1.00	\$22.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	26.0	\$14.00	\$364.00
102-8A	RE-GRADE EXISTING SWALE (Without sod) (When required by the Engineer.)	S.Y.	118.0	\$7.00	\$826.00
102-60A	WORK ZONE SIGNS	EA/DAY	328.0	\$0.50	\$164.00
110-4	REMOVAL OF EXISTING PAVEMENT	S.Y.	24.0	\$6.00	\$144.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	1,593.0	\$2.00	\$3,186.00 ✓
110-4-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK ( up to 8" thick, including base preparation)	S.Y.	885.0	\$17.00	\$15,045.00 ✓
120-1	REGULAR EXCAVATION	C.Y.	1,200.0	\$7.00	\$8,400.00
120-2-3	EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source)	C.Y.	1,000.0	\$7.00	\$7,000.00
120-2-4	EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material.	C.Y.	200.0	\$16.00	\$3,200.00
160-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	S.Y.	1,600.0	\$5.00	\$8,000.00
200-2	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (Where needed at the discretion of the Engineer)	S.Y.	354.0	\$6.00	\$2,124.00 ✓
210-1-2	LIMEROCK BASE (6" double course) (Primed)	S.Y.	1,600.0	\$8.00	\$12,800.00
327-70	MILLING EXISTING PAVEMENT ((1")(Payment for greater cuts will be paid proportionally))	S.Y.	111,571.0	\$2.55	\$284,506.05
334-2-13-1	Hot Mix Asphalt, Traffic C, SP-9.5	TON	2,283.0	\$108.00	\$241,998.00
337-8-42	Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 78-22	TON	5,327.0	\$113.00	\$601,951.00
425-4(2)	ADJUSTING INLETS	EA.	6.0	\$250.00	\$1,500.00
425-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	44.0	\$500.00	\$22,000.00
425-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	71.0	\$225.00	\$15,975.00
425-721E	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes.	EA.	3.0	\$400.00	\$1,200.00
425-721F	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Water Valves.	EA.	3.0	\$300.00	\$900.00
425-944B	RECONSTRUCT MANHOLE	EA.	3.0	\$800.00	\$2,400.00
520-2A	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	L.F.	2,915.0	\$17.00	\$49,555.00 ✓
522-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	1,534.0	\$32.00	\$49,088.00 ✓
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (Including pedestrian ramps and sidewalk curbs)	S.Y.	266.0	\$44.00	\$11,704.00 ✓
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	1,357.0	\$30.00	\$40,710.00 ✓

# Miami-Dade County Public Works and Waste Management Department Contract Prices

Project Title: Push-Button Contract for Roadway Resurfacing  
Contractor: H & J ASPHALT, INC.

Project No: 20140163  
Bid Date: 11/26/2014

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
575-1-1	SODDING (Pensacola Bahla or match existing) (Includes watering)	S.Y.	24.0	\$6.00	\$144.00
700-40-01	ROADSIDE SIGNS ((SINGLE POST ) (LESS THAN 12 S.F.))	AS.	4.0	\$250.00	\$1,000.00
700-46-22	RESET EXISTING POST AND SIGN	EA.	6.0	\$70.00	\$420.00
705-71-361	36" TUBULAR DELINEATOR	EA.	24.0	\$77.00	\$1,848.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	2,899.0	\$3.60	\$10,436.40
710-11-121	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 6")	L.F.	60,933.0	\$0.30	\$18,279.90
710-11-122	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	L.F.	559.0	\$0.50	\$279.50
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	L.F.	7,243.0	\$0.70	\$5,070.10
710-11-124	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 18")	L.F.	1,021.0	\$1.00	\$1,021.00
710-11-125	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 24")	L.F.	2,476.0	\$1.10	\$2,723.60
710-11-141	PAINTED PAVEMENT MARKINGS (Standard) (White) (Skip) (6")	L.F.	4,807.0	\$0.30	\$1,442.10
710-11-160	PAINTED PAVEMENT MARKINGS (Standard) (White) (Message)	EA.	30.0	\$40.00	\$1,200.00
710-11-170	PAINTED PAVEMENT MARKING (Standard) (White) (Arrows)	EA	61.0	\$25.00	\$1,525.00
710-11-221	PAINTED PAVEMENT MARKINGS (Standard, Yellow, solid, 6")	L.F.	29,781.0	\$0.30	\$8,934.30
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	L.F.	3,713.0	\$1.00	\$3,713.00
710-11-241	PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Skip) (6")	L.F.	3,708.0	\$0.30	\$1,112.40
710-26-41A	SOLID TRAFFIC STRIPE, PAINT - (4" white, or yellow)	L.F.	8,979.0	\$0.25	\$2,244.75
711-5	GUIDELINES ((6" DOTTED) (2'-4' White) (Thermoplastic))	L.F.	112.0	\$0.50	\$56.00
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	60,933.0	\$0.80	\$48,746.40
711-11-122	THERMOPLASTIC (White) (Solid) (8")	L.F.	559.0	\$1.10	\$614.90
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	7,243.0	\$2.10	\$15,210.30
711-11-124	THERMOPLASTIC (White) (Solid) (18")	L.F.	1,021.0	\$2.60	\$2,654.60
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	2,476.0	\$3.30	\$8,170.80
711-11-141	THERMOPLASTIC (White) (Skip) (6")	L.F.	4,812.0	\$0.80	\$3,849.60
711-11-160	THERMOPLASTIC (White) (Message)	EA.	30.0	\$110.00	\$3,300.00
711-11-170	THERMOPLASTIC (White) (Arrows)	EA	62.0	\$55.00	\$3,410.00
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	29,781.0	\$0.80	\$23,824.80
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	3,713.0	\$2.80	\$10,396.40
711-11-241	THERMOPLASTIC (Yellow) (Skip) (6")	L.F.	3,708.0	\$0.80	\$2,966.40
711-14-160	Thermoplastic, Proformed, White, Message	EA.	36.0	\$380.00	\$13,680.00
711-2A	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6'-10' SKIP)	L.F.	24.0	\$1.00	\$24.00
711-33-34	SKIP TRAFFIC STRIPE - ((4" White/Yellow) (10' Stripe, 30' Skp) (Thermoplastic, lead free))	L.F.	5,397.0	\$0.70	\$3,777.90
711-35-41	SOLID TRAFFIC STRIPE - ((4" WHITE) (Thermoplastic))	L.F.	2,938.0	\$0.70	\$2,056.60
711-36-41	SOLID TRAFFIC STRIPE ((4" Yellow) (THERMOPLASTIC) (Lead-free))	L.F.	623.0	\$0.70	\$436.10
711-72	REMOVAL OF EXISTING PAVEMENT MARKINGS (Thermoplastic & Paint)	S.F.	347.0	\$3.10	\$1,075.70

# Miami-Dade County Public Works and Waste Management Department Contract Prices

Project Title: Push-Button Contract for Roadway Resurfacing  
Contractor: H & J ASPHALT, INC.

Project No: 20140163  
Bid Date: 11/26/2014

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
<b>ALLOWANCE ACCOUNTS</b> (used as approved by the engineer pursuant to the requirements of the Contract Documents)					
999	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	\$163,189.46	\$163,189.46
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	\$25,000.00	\$25,000.00
102-1P	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.)	L.S.	1.0	\$33,937.42	\$33,937.42
300-1-999	BITUMINOUS MATERIAL ADJUSTMENT	L.S.	1.0	\$20,000.00	\$20,000.00
990	ALLOWANCE-PERMITS	L.S.	1.0	\$1,000.00	\$1,000.00



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To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: Sidewalk Improvements

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**RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT 00030 SIDEWALK IMPROVEMENTS; AUTHORIZING METRO EXPRESS, INC., TO CONTINUE PROVIDING SIDEWALK 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 \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Department of Public Works is continuing to improve the overall condition and quality of the existing sidewalks to provide a safe pathway for pedestrian travel. The Village has an ongoing program to repair damaged sidewalks within the right-of-ways. Through resident input and visual inspections by Public Works staff, sidewalk imperfections are identified and prioritized for repair or replacement.

A competitive bid process was followed for sidewalk improvement construction services with the issuance of Invitation to Bid No. 1314-11-003. The bid was advertised in the Daily Business Review on January 30<sup>th</sup>, 2014. Bids for sidewalk improvements were received and opened and read aloud at a public meeting held on February 19<sup>th</sup>, 2014 with two (2) contractors submitting a bid. Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience and references. After a thorough analysis of the responses, Village Administration recommend that Metro Express Inc., was the lowest and most responsive bid.

The Department of Public Works recommended and the Village Council agreed that it was in the best interest of the Village to establish a contract with Metro Express Inc., which submitted the lowest, most inclusive and responsive bid to provide the requested sidewalk improvements in accordance with Invitation to Bid No. 1314-11-003. Metro Express Inc. was contracted per Resolution No. 2014-33 dated April 7<sup>th</sup>, 2014 to complete sidewalk improvements in Fiscal Year 2013-14. The current contract with Metro Express Inc. is for a period of three (3) years with the option to renew for an additional two (2), one (1) year (12

months) in accordance with contract No. 000030 as attached. Metro Express Inc. has agreed to continue providing the Village with sidewalk improvements in Fiscal Year 2015-16 consisting of repair and install replacement and new sidewalks inclusive of ADA ramp upgrades at various locations throughout the Village in accordance with the terms and conditions detailed in contract No. 000030. Administration is requesting authorization from the Village Council to continue the existing contract with Metro Express, Inc. entered on April 7, 2014 by and between the Village of Palmetto Bay and Metro Express Inc. to furnish all labor, and materials required to properly repair and install replacement and new sidewalks inclusive of ADA ramp upgrades as detailed in the scope of work proposed for Fiscal Year 2015-16.

Administration is requesting authorization from the Village Council to continue the existing contract with Metro Express, Inc. entered on April 7, 2014 by and between the Village of Palmetto Bay and Metro Express, Inc. to furnish all labor, and materials required to properly repair and install replacement and new sidewalks inclusive of ADA ramp upgrades for Fiscal Year 2015-16.

**FISCAL/BUDGETARY IMPACT:**

Funding is available and budgeted for this item under "Special Revenue-New Local Obligation Gas Tax in an amount not to exceed \$100,000 (\$25,000 for sidewalk repairs and \$75,000 for new sidewalk installation inclusive of ADA ramp upgrades) during Fiscal Year 2015-16.

**RECOMMENDATION:**

Approval is recommended.

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RESOLUTION NO. \_\_\_\_\_

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**RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACT 000030 SIDEWALK IMPROVEMENTS; AUTHORIZING METRO EXPRESS, INC., TO CONTINUE PROVIDING SIDEWALK 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 \$100,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, one of the objectives set forth in the Bicycle and Pedestrian Master Plan is to create a link between the existing Village sidewalks with the overall County system which borders Palmetto Bay on both the east and west boundaries, coupled with the Village's municipal circulator routes connected with the Busway; and,

**WHEREAS**, the improvement of existing sidewalks will be concentrated on fulfilling the needs of elementary and middle school students for walking and/or biking to school by improving the sidewalk near and around their schools; and,

**WHEREAS**, each year, the Department of Public Works continues its efforts to increase sidewalk connectivity with installation of new sidewalks and improving the quality of existing sidewalks to provide a safe pathway for pedestrian travel; and,

**WHEREAS**, a competitive bid process was followed for Sidewalk Improvement construction services with the issuance of Invitation to Bid No. 1314-11-003; and,

**WHEREAS**, as per Resolution No. 2014-33, adopted April 7, 2014, the Village of Palmetto Bay Council approved the selection of Metro Express, Inc. to provide annual sidewalk improvement services for replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades within Village owned right of ways for a period of three (3) years with the option to renew for an additional two (2), one (1) year terms; and

**WHEREAS**, in Fiscal Year 2015-2016 the Village anticipates expending \$25,000 for sidewalk repairs and \$75,000 for new sidewalk installation inclusive of ADA ramp upgrades as described in the bid scope of services; and

**WHEREAS**, the Department of Public Services recommends that it is in the best interest of the Village to continue the contract with Metro Express, Inc., which submitted the lowest, most inclusive and responsive bid for provision of annual sidewalk improvement services in accordance with Invitation to Bid No. 1314-11-003; and

1           **WHEREAS**, Metro Express, Inc. has agreed to continue providing the Village with annual  
2 sidewalk improvements services in FY 15-16 in accordance with the terms and conditions detailed in  
3 contract #000030; and  
4

5           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
6 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
7

8           **Section 1:** The Village Manager is authorized to continue the agreement with Metro  
9 Express, Inc. for the provision of annual sidewalk improvements services include but are not limited  
10 to replacement, repair and installation of new sidewalks inclusive of ADA ramp upgrades for the  
11 Village of Palmetto Bay in an amount not to exceed \$100,000.  
12

13           **Section 2:** This resolution shall take effect immediately upon approval.  
14

15  
16           **PASSED and ADOPTED** this \_\_\_\_ day of November 2015.  
17

18  
19           Attest: \_\_\_\_\_  
20                   Meighan J. Alexander  
21                   Village Clerk

\_\_\_\_\_   
Eugene Flinn  
Mayor

22  
23  
24           **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**  
25 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**  
26

27 \_\_\_\_\_  
28           Dexter W. Lehtinen  
29           Village Attorney

30  
31  
32           **FINAL VOTE AT ADOPTION:**  
33

34           Council Member Karyn Cunningham           \_\_\_\_\_

35  
36           Council Member Tim Schaffer                \_\_\_\_\_

37  
38           Council Member Larissa Siegel Lara        \_\_\_\_\_

39  
40           Vice-Mayor John DuBois                    \_\_\_\_\_

41  
42           Mayor Eugene Flinn                            \_\_\_\_\_

# Palmetto Bay Bicycle Pedestrian Master Plan - Short Term Priority Village Sidewalk Cost Remaining

Street		From		To		Side		Length - ft.		\$28.00 /ft.- 6" sidewalk		\$29 /ft. curb		\$10.00 /sq.ft. esmt.		\$1,250 ADA ramp		\$350 Det. Pad		5'A-5' SW		
SW	SW	SW	SW	SW	SW	SW	SW	4"	6"	Total	NE	SE	SW	NW	DP	#	Remarks	ADA, Δ	Sidewalk	Other	Total	Cost \$
144 St.	87 Av.	82 Av.	S	140	140	0	0	0	8	at 8600, 160 ft. easement	960	3,920	8,000	12,880								
160 St.	90 Av.	87 Av.	N	255	255	1	1	1	3	2	10	5,650	7,140	12,790								
160 St.	87 Av.	82 Av.	done	0	0						0	0	0	0								
160 St.	82 Av.	77 Ct.	N	300	575	875	2	2	4	1	5,350	32,870	19,000	57,220								
164 St.	South M.	92 Ct.	N	730	730	0	2	2	7	Dev., trees to be planted	700	20,440	21,140									
174 St.	90 Av.	92 Av.	N	5	5	0	1	1	2	2 prop., 315' of easement	350	140	490									
174 St.	92 Av.	92 Ct.	N	315	315	0	2	2	4	Triangles on ADA ramps	700	8,820	15,750	25,270								
174 St.	92 Ct.	93 Av.	N	0	0	0	2	2	5	to be done by Dev.	480	0	480									
174 St.	93 Av.	94 Av.	N	500	160	660	0	2	2	Need DP, triangles	700	16,480	17,180									
174 St.	94 Av.	95 Av.	N	10	10	0	2	2	1,300		1,300	280	1,580									
176 St.	94 Av.	94 Av.	S	6	6	0	1	1	1	To be done by P&R	350	150	500									
176 St.	93 Av.	93 Av.	N, S	20	20	0	4	4	4	ADA N/S only	5,000	0	5,000									
176 St.	92 Av.	92 Av.		20	20	0	4	4	4		1,880	560	2,440									
176 St.	91 Av.	91 Av.		0	0	1	1	1	3	1	4,220	0	4,220									
176 St.	90 Av.	90 Av.		0	0	1	1	1	4		5,000	0	5,000									
176 St.	89 Ct.	89 Ct.	N	480	250	730	1	1	1	Many obstacles from SW 89 Av. to bend.	1,250	24,320	25,570									
176 St.	89 Ct.	89 Ct.	S	480	270	750	1	1	1		1,250	25,460	26,710									
176 St.	87 Av.	87 Av.		0	0	1	1	1	2		2,500	0	2,500									
176 St.	OCR	79 Av.	N	0	0	0	12	12	15	Triangles to ease route	1,440	0	1,440									
82 Av.	170 Tr.			0	0	1	2	2	2	ADA at end of sidewalk	2,500	0	2,500									
89 Av.	174 St.			0	0	1	1	1	1	ADA to enter road	1,250	0	1,250									
				1,766	2,730	4,496	6	4	6	9	25	18	44	42,830	140,580	42,750	226,160	Less SRTS, Dev.:	151,760			

VILLAGE OF PALMETTO BAY  
SIDEWALK REPAIR IMPROVEMENT FY 2015-2016

Location	Linear Feet Replaced 4"	Total Cost 4"	Linear Feet Replaced 6"	Total Cost 6"	Meter Box Replaced	Total Cost Meter Box	Date Completed	ADA Ramps	ADA Ramps (@ \$1,250 ea ramp)	Total Cost ADA Ramps	Curb	Total Cost Curb	Detachable Warning Pads Only	Total Cost Detachable Warning Pads Only
1	14401 SW 83 CT													
2	14421 SW 83 CT													
3	9455 SW 181 TER													
4	SW 82 AVE between 141 ST to 152 ST													
5	9300 SW 164 ST													
6	15240 SW 86 AVE													
7	15601 SW 86 AVE													
8	17945 SW 97 AVE (180 ST SIDE)													
9	9151 SW 178 TER													
10	17435 SW 92 AVE													
11														
12														
13														
14														
15														
16														
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<b>TOTALS</b>	0	\$0.00	0	\$0.00	0	\$0.00		0	0	\$0.00	40	\$0.00	0	0

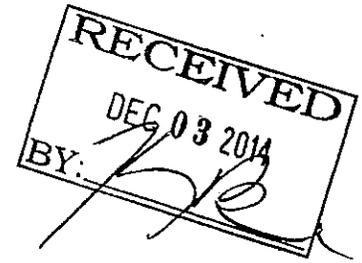
GRAND TOTAL:

Legend:  
 Meter box cost = \$180.00/box  
 4" Sidewalk replacement = \$18.99/ft.  
 ADA Ramps cost = \$1,250.00 each  
 6" Sidewalk replacement = \$24.99/ft.  
 4" Sidewalk New = \$24.00/ft.  
 6" Sidewalk New = \$28.00/ft.



November 25<sup>th</sup>, 2014

Delio Trasobares  
Metro Express, Inc.  
9442 NW 109 Street  
Miami, Florida 33158



Re: Contract No. 000030 with Metro Express, Inc.  
for Village-wide Sidewalk Improvement Services

Dear Mr. Trasobares,

On April 7<sup>th</sup>, 2014, Village of Palmetto Bay Council approved Resolution No. 2014-33, relating to Sidewalk Improvement Services for the Village of Palmetto Bay.

Pursuant to Article 2 of the Contract Agreement, 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. The initial year of the contract term shall be completed as of April 7<sup>th</sup>, 2015. At this time, the Village is notifying Metro Express, Inc., of its obligation to provide services in accordance with the terms and conditions detailed in Contract No. 000030 throughout the second year of the attached three year contract. Once accepted by your company, the continuation term of the subject contract will be April 7<sup>th</sup>, 2015 through April 7<sup>th</sup>, 2016.

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.

**Metro Express, Inc.**

Approved  
Delio Trasobares  
President

\_\_\_\_\_  
Disapproved  
Delio Trasobares  
President

Sincerely,

  
Kristy Bada, Procurement Specialist

Cc: Corrice E. Patterson, Public Works Director

Village of Palmetto Bay  
 Bid Tabulation for Additional Services  
 Village-wide Sidewalk Improvements  
 Bid Open Date: February 19th, 2014 at 3:00pm



Bid Item No.	Description	Unit	Metro Express, Inc. Total Price	V. Engineering & Consulting Corp. Total Price
Miscellaneous • Sidewalk Improvements and/or Services				
S-1	4" x 5' Sidewalk (New)	Linear Foot	\$24.00	\$55.00
S-2	4" x 5' Sidewalk (Replacement)	Linear Foot	\$19.00	\$50.00
S-3	6" x 5' Sidewalk (New)	Linear Foot	\$28.00	\$65.00
S-4	6" x 5' Sidewalk (Replacement)	Linear Foot	\$26.00	\$60.00
S-5	9" Curb and Gutter (New)	Linear Foot	\$29.00	\$180.00
S-6	9" Curb and Gutter (Replacement)	Linear Foot	\$29.00	\$250.00
S-7	Driveway Curb (New)	Linear Foot	\$29.00	\$200.00
S-8	Type "A" Median Curb (New)	Linear Foot	\$29.00	\$200.00
S-9	Type "B" Median Curb (New)	Linear Foot	\$29.00	\$200.00
S-10	Type "C" Median Curb (New)	Linear Foot	\$29.00	\$200.00
S-11	Straight 6" Curb (New)	Linear Foot	\$27.00	\$175.00
S-12	Pedestrian Ramp (New)	Each	\$900.00	\$2,500.00
S-13	Handicapped Pedestrian Ramp (New)	Each	\$1,250.00	\$3,500.00
S-14	Root Control Barrier	Linear Foot	\$25.00	\$100.00
ASP-1	1" Type S Asphalt	SY	\$22.00	\$250.00
WMB-1	Installation of Water Meter Box	EA	\$180.00	\$250.00
RT-1	Response Time	Hour	24.00	25.00
<b>TOTAL:</b>			<b>\$2,675.00</b>	<b>\$8,235.00</b>

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Thursday, January 30th, 2014  
 Publication(s): Daily Business Review

Opened and Received By: Melghan J. Alexander,  
 Village Clerk



Village of Palmetto Bay  
 Bid Tabulation for Fiscal Year 2013-2014 Services  
 Village-wide Sidewalk Improvements  
 Bid Open Date: February 19th, 2014 at 3:00pm

Bid Item No.	Description	Unit	Metro Express, Inc.	V. Engineering & Consulting Corp.
Fiscal Year 2013-2014 - Sidewalk Improvements				
1314-1	4" x 5' Sidewalk (Replacement)	1000 Linear Feet	\$18,998.00	\$19,350.00
1314-2	6" x 5' Sidewalk (Replacement)	200 Linear Feet	\$4,998.00	\$5,300.00
TOTAL:			\$23,996.00	\$24,650.00

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Thursday, January 30th, 2014  
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,  
 Village Clerk

SECTION 7.0 AGREEMENT

AGREEMENT ("CONTRACT")  
BETWEEN VILLAGE AND VENDOR

THIS VENDOR is dated as of the 7<sup>th</sup> day of April, in the year 2014, (which shall be the Effective Date of the Contract) by and between the Village of Palmetto Bay, (hereinafter sometimes called the VILLAGE"), and Metro Express, Inc. (hereinafter sometimes called the "VENDOR").

Article 1. WORK.

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

The nature and scope of this project includes, but may not be limited to: the furnishing of all labor, materials, tools, equipment, machinery, drawings, permits and services necessary to complete construction in accordance with the specifications of the Invitation to Bid (ITB) for the repair and installation of new sidewalks, removal of damaged and/or broken sidewalks and replace with 4" x 5' sidewalks (6" x 5' at driveways) and the installation of curbs, curbs and gutters, ADA pedestrian ramps using 3,000 PSI concrete with a maximum 4" slump.

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

SIDEWALK IMPROVEMENTS

Article 2. CONTRACT TIME.

2.1 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 two, one year (12 months) terms. 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 as provided in paragraph 2.49 of the General Conditions.

2.2. Liquidated Damages. VILLAGE and VENDOR recognize that time is of the essence of this Contract and that VILLAGE will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in paragraph 2.1 above. They also recognize the expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by VILLAGE if the Work is not substantially or finally complete on time.

VENDOR acknowledges and agrees that the actual delay damages which VILLAGE will

suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the VILLAGE is expected to suffer in the event of such delay. Accordingly, instead of requiring any such proof, VILLAGE and VENDOR agree, that as liquidated damages for delay (but not as a penalty), VENDOR shall pay VILLAGE Five Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in Paragraph.1 for Final Completion. Liquidated damages shall be deducted from the Vendor's Final Application for Payment. However, if at the time of the Vendor's Final Application for Payment, VENDOR is owed insufficient amounts to fully cover the deduction for liquidated damages, then VENDOR shall pay any amount due within 10 days of written demand by VILLAGE.

**Article 3. CONTRACT PRICE.**

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

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

Contract Price: \$23,996.00

Contract Price (in words): Twenty three thousand nine hundred ninety six

**Article 4. PAYMENT PROCEDURES.**

VENDOR shall submit Applications for Payment in accordance with Section 2.15 of the General Conditions. Applications for Payment will be processed by Village of Palmetto Bay as provided in the Special Conditions.

4.1. Progress Payments. VILLAGE shall make progress payments on account of the Contract Price on the basis of VENDOR'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 Unit Price provided in paragraph 2.15 of the General Conditions and the requirements of the Contract Documents.

4.2. Final Payment. Upon Final Completion and acceptance of the Work, VILLAGE shall pay the remainder of the Contract Price as following written final acceptance of work as provided in said paragraph 2.15 of the Special Conditions.

**Article 5. INTEREST. Not Applicable**

**Article 6. VENDOR'S REPRESENTATIONS.**

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

- 6.1. VENDOR has thoroughly and to its full satisfaction familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. VENDOR has: (a) examined the Contract Documents, Project Specifications and Drawings thoroughly to its full satisfaction and has undertaken the responsibility to determine, within the scope of Vendor's competence as a licensed General Vendor, that the Project Specifications and Drawings are fit and proper for the performance of the Work and to the best of Vendor's knowledge are: (i) free from material errors, omissions, and/or inconsistencies; and (ii) are in compliance with applicable laws, statutes, building codes, ordinances, rules and regulations, recognizing however, that VENDOR is not responsible for the design of the Project; (b) visited the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) examined the Project Site to its full satisfaction, including any existing work or improvements in place, and has determined that the same are fit and proper to receive the Work in their present condition and VENDOR waives all claims that same are not in accordance with all data and information with respect to the Project as specified in the Drawings and Project Specifications and/or as provided by VILLAGE and Engineer; (d) familiarized himself with federal, state and local laws, ordinances, rules, policies, and regulations that may in any manner affect cost, progress or performance of the Work; (e) studied and carefully correlated Vendor's observations with the Contract Documents; and (f) at Vendor's own expense, made or obtained any additional examinations, investigations, explorations, tests and studies, and obtained any additional information and data which pertain to the physical conditions (surface, sub-surface and underground facilities) at or contiguous to the Project or otherwise which may affect cost, progress, performance or furnishing of the Work and which VENDOR deems necessary to determine its Contract Price for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
  
- 6.2 The Vendor 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 Vendor 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 Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing work. The Village assumes no responsibility for any conclusions or interpretations made by the Vendor on the basis of the information made available by the Village.

**Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Contract between VILLAGE and VENDOR 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 Services and Specifications
- 7.9. Addenda(s)
- 7.10. VENDOR'S BID
- 7.11. Documentation submitted by VENDOR prior to Notice of Intent to Award
- 7.12. Any Modifications, including Change Orders, duly delivered after execution of the Contract.
- 7.13. 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 2.52 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. VILLAGE and VENDOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 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 VILLAGE shall retain the Ownership of all shop drawings and design drawings once payment therefore is made.

8.7 VILLAGE and VENDOR hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action or proceeding based upon the Contract Documents or arising out of, under, or in connection with the Work or the Project.

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

VILLAGE

VENDOR

Village of Palmetto Bay

Metro Express, Inc.

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

9442 NW 109 Street  
Miami, FL 33178

BY *Ron E. Williams*

BY *Delio Trasobares*

Ron E. Williams  
Print Name

Delio Trasobares  
Print Name

Village Manager  
Title

President  
Title

ATTEST

*Meighan J. Alexander*  
Meighan J. Alexander  
Village Clerk

\_\_\_\_\_  
WITNESS

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

*Alexander Lettieri*

Village Attorney

(CORPORATE SEAL)

(CORPORATE SEAL)

END OF SECTION




---

To: Honorable Mayor and Village Council      Date: November 2, 2015

From: Edward Silva, Village Manager      Re: Alexander Private School, Inc.  
 AIPP Advisory Board  
 Recommendation

---

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATIONS OF THE AIPP ADVISORY BOARD TO APPROVE THE ART INSTALLATION ENTITLED "ART FINS" AS DESIGNED BY ELENA MANFERDINI, FOR ALEXANDER SCHOOL, INC., LOCATED AT 14850 SW 67<sup>TH</sup> AVENUE; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

Pursuant to Section 30-160, entitled Art-in-Public Places (AIPP) the applicant, Alexander School, Inc., requests approval of their proposed art installation entitled "Art Fins" as designed by Elena Manferdini, consisting of six (6) sheets dated stamped received August 26, 2015 to be installed at Alexander School, Inc., located at 14850 SW 167<sup>th</sup> Avenue. This request is made in conjunction with their new school building project. The AIPP program permits the applicant to construct/install an art element on their property or to pay into the Village's art program fund. Art elements installed by the applicant must equal 1.25% of the total project cost as reflected on the building permit documents.

On September 17<sup>th</sup>, 2015 the AIPP Advisory Board met and determined that the proposed application complied with Section 30-160.6(a) through (h). The window screens/sculpture meet the general criteria of the AIPP program calling for an on-site art installation equal to 1.25% of the total construction cost of the project as reflected on the building permit application documents. At the time the proposal was submitted for AIPP consideration, the estimated value of construction total \$4,393,800. The result is an AIPP requirement for an art piece of at least \$54,922,50 in value. The value of the proposed art element is estimated at \$64,078. The Art piece located on private property shall be installed and maintained at the applicant's expense. A sketch depicting the site plan and the proposed art piece are attached to the proposed resolution.

The AIPP Board finds the proposed location to be highly visible and accessible to pedestrian and vehicular traffic and reflects the cultural and ethnic diversity of the Village and South Florida.

**RECOMMENDATION:**

The Planning and Zoning Department recommends that the Mayor and Village Council approve the art sculpture as complying with the AIPP ordinance, with the following conditions:

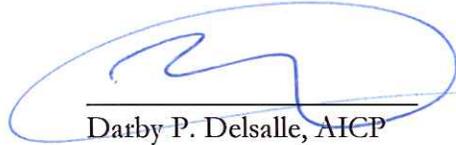
1. That a plaque or equivalent form of permanent signage acknowledging the artist, other design professionals involved in the project and the Village of Palmetto Bay must be sited in a publicly accessible location near the art work. The physical dimensions of the plaque should allow for the utmost legibility of the information contained on it, and should vary appropriately with the scale of the artwork and the site. It should not intrude on the physical artwork. The plaque should include:

Name of Artist(s)  
Title of Art Work  
Date of Art Work Completion  
Name of Developer  
In Association with the Village of Palmetto Bay

2. That the proposed sculpture complies with the requirements of all other applicable departments/agencies as part of the Village of Palmetto Bay building permit submittal process.
3. That the proposed sculptural shall comply with the requirements of Section 30-160.9 entitled: "Certificate of Occupancy," which provision provides that final approval, such as a final inspection or a certificate of occupancy, for any development project shall issue unless compliance with the Village's art in public places program is achieved. In this case, the art work must be installed in a manner satisfactory to the Village Council in compliance with the Ordinance.
4. That the proposed sculpture, comply with Section 30-160.14, entitled: "Ownership and maintenance of artwork placed on the site of the project." In particular, all art work placed on the site of a development project shall remain the property of the Village. The obligation to provide all maintenance necessary to preserve and maintain the art work in good condition shall remain with the owner of that site and the owner's successors and assigns, unless an agreement with the Village is reached and recorded. The obligation to maintain the art work shall be enforced as provided in the Ordinance, and a covenant, executed by the applicant, shall be recorded setting forth a description of the art work and acknowledging the obligation of the property owner to repair and maintain it. This document and the underlying covenant shall run with the land and provide notice to future property owners of the obligation to repair and maintain the art work and of certain limitations related to any federal, state or local laws governing the rights of the artists including but not

limited to rights regarding the alteration, modification or relocation of subject art work. The draft covenant is attached hereto as an exhibit and condition of approval.

- 5 That an independent appraisal as to the evidence of the value of the proposed artwork including acquisition and installation cost be conducted at the developers expense, should the value of the art element be below the required minimum the applicant shall pay the difference into the fund.



Darby P. Delsalle, AICP  
Planning and Zoning Director

**EXPERTDITERS Inc.**  
 Plans & Permit Processing  
 Building & Zoning Consultant  
 Dade, Broward and Palm Beach Counties

**Karyn Rivera** c. 305-206-2941  
 o. 954-252-9226  
 f. 954-689-4417

kexpert1@hotmail.com

# Contact Info



## Village of Palmetto Bay Permit Application

Building Division  
 8950 S.W. 152<sup>nd</sup> Street  
 Palmetto Bay, Florida 33157  
 (305) 259-1250 Fax

A division of the Department of Planning, Zoning, and Building Services

**GENERAL INFORMATION** Please read these instructions carefully before submitting the work for review.

This application must be completed and signed by both the property owner and qualifier. Both of these signatures must be notarized. Please print legibly or type in order not to delay your application. For roofing permits, in addition to this permit you must also fill out a roofing permit application. Express permits require an additional fee and will only be accepted between the hours of 8:00 A.M. and 10:00 A.M., Monday through Friday. All other permits/plans must be dropped off before 3:00 p.m. for regular processing. During the processing of your application you may be asked to submit additional information. There may be additional permits and reviews required from other governmental agencies not affiliated with Palmetto Bay.

**APPLICATION:**

Clarke's Initials <i>KR</i>	Plan Process Number <i>BID 2015-7010</i>	Master Permit Number	Subsidiary Permit Number(s)	Expiration Date
Job Address: <i>14850 S.W. 67 AVE Miami, FL 33158</i>				
Address		Unit number	City	State Zip Code

Folio Number: <i>335023000 0881</i>	Zoning: _____	Square Feet: <i>10,000</i>
Lot: _____	Block: _____	Linear Feet: _____
Subdivision: _____	PB: _____	PG: _____
Current Use of Property: <i>School</i>	Value of Proposed Work: <i>2 million</i>	Units: _____
Proposed Use of Property: <i>School</i>	Est. Bldg. Value: _____	Stories: <i>2</i>
Description of Work: <i>New 2 story</i>	Tax Assessed Value: _____	Flood Zone: _____
	Base Floor Elev.: _____	Homeowner's Association: _____
	Tenant Information: _____	Unit Number: _____

Check Permit Type	Check Permit Change	Check Type of Improvement	
Building	Change of Contractor	New Construction	Deck/Concrete flatwork
Electrical	Permit Renewal	Exterior Alteration	Window Replacement
Mechanical	Plan Revision	Interior Alteration	Shutters
Plumbing	Permit Extension	Attached Addition	Garage Doors
LPGX	Supplement	Detached Addition	Storage Shed
Roofing	Re-inspection Fee	Repair	Railings
Fence		Repair due to Fire	Stairs
Sign		Demolish	Windows/Doors
Public Works		Screen Enclosure	Roofing
Other		Driveway	Re-Roof
		Fence	Seat-cots
		Pool	Other



October 2, 2015

Turner Construction Company  
1000 NW 57<sup>th</sup> Court, Suite 200  
Miami, Florida 33126  
P. (786) 621-9062  
F. (786) 621-9155

Mr. James McGhee II  
Headmaster  
Alexander Montessori School  
14850 SW 67th Avenue  
Palmetto Bay, FL

RE: Alexander Montessori – Artisan Aluminum Fins

Dear James,

Please find the below estimate pricing for the Aluminum Artisan Fins at the new Administration and Classroom building for Alexander Montessori.

Item #	Description	Quantity	Unit	Unit Price	Total
1					
2	Fabricate and Install Artisan Fins	1.00	LS	59,914	59,914
3					
4	<b>Subtotal</b>				<b>59,914</b>
5					
6	Insurances				1,618
7	OH & Profit				2,546
8					
	<b>Total</b>				<b>64,078</b>

Please note the above estimates assumes the following items:

1. We have included new panel with the proposed pattern at one side only. We assume the other side will be open tube framing.
2. The above estimate assumes the panels to be stationary. If the panels are to be operable, more detail will be required.

Sincerely,

Joe Harlow  
SPD/Interiors Estimating Manager



8/26/ called e spoke w/ Bruce w/ re a hearing

VPB-15-010

changed to APP-15-002  
QMB

Form ZH-0107-01

SEC: \_\_\_ TWP: \_\_\_ RGE: \_\_\_



RECEIVED  
Zoning Department  
8/26/2015

Village of Palmetto Bay  
Building & Zoning Department  
By: *[Signature]*

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

LIST ALL FOLIO #S: 33-5023-000-0881 Date Received \_\_\_\_\_

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

ALEXANDER SCHOOL, INC.

2. APPLICANT'S MAILING ADDRESS, TELEPHONE NUMBER:

Mailing Address: 6050 SW 57th AVENUE  
City: MIAMI State: FL Zip: 33143 Phone#: (305)665-6274

3. OWNER'S NAME, MAILING ADDRESS, TELEPHONE NUMBER:

Owner's Name (Provide name of ALL owners): ALEXANDER SCHOOL, INC.  
City: MIAMI State: FL Zip: 33143 Phone#: (305)665-6274

4. CONTACT PERSON'S INFORMATION:

Name: BLETTE ROTUNFIELD Company: ALEXANDER SCHOOL, INC.  
City: MIAMI State: FL Zip: 33143 Cell Phone#: (305)323-8170  
Phone: (305)665-6274 Fax #: (305)665-7726 Email: bar@alexandermontessori.com

5. LEGAL DESCRIPTION OF ALL PROPERTY COVERED BY THE APPLICATION

(Provide complete legal description, i.e., lot, block, subdivision name, plat book & page number, or metes and bounds. Include section, township, range. If the application contains multiple rezoning requests, a legal description for each requested zone must be provided. Attach separate sheets as needed and clearly label (identify) each legal description attached. In addition to paper version it is requested that lengthy metes and bounds descriptions be provided on diskette or compact disc in Microsoft Word or compatible software.)

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LESS THE SOUTH 340.41 FEET AND LESS THE EAST 35 FEET FOR ROAD; AND THE EAST 100 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LESS THE SOUTH 340.41 FEET THEREOF, SECTION 23, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FL.

6. ADDRESS OR LOCATION OF PROPERTY (For location, use description such as NE corner of, etc.)

14850 SW 67th AVENUE  
PALMETTO BAY, FL 33158

7. SIZE OF PROPERTY (in acres): 5.48 acre (divide total sq. ft. by 43,560 to obtain acreage)

8. DATE property  acquired  leased: SEPTEMBER 1969 9. Lease term: \_\_\_\_\_ years  
(month & year)

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

11. Is there an option to purchase  or lease  the subject property or property contiguous thereto?  
 NO  YES (If yes, identify potential purchaser or lessee and complete 'Disclosure of Interest' form)

12. PRESENT ZONING CLASSIFICATION: EM FRONT 617', ES REAR 100'

13. APPLICATION REQUESTS (Check all that apply and describe nature of the request in space provided)

- District Boundary (zone) Changes [Zone(s) requested]: \_\_\_\_\_  
(Provide a separate legal description for each zone requested)
- Unusual Use: \_\_\_\_\_
- Use Variance: \_\_\_\_\_
- Non-Use Variance: \_\_\_\_\_
- Alternative Site Development: Option: \_\_\_\_\_
- Special Exception: \_\_\_\_\_
- Modification of previous resolution/plan: ELEVATION UPDATE TO INCLUDE ART COMPONENT
- Modification of Declaration of Covenant: \_\_\_\_\_

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

15. Is this application a result of a violation notice?  NO  YES (If yes, give name to whom the violation notice was served: and describe the violation: \_\_\_\_\_)

16. Describe structures on the property: NEW AND EXISTING CLASSROOM BUILDINGS, POOL AND TENNIS COURTS

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

Use: ELEMENTARY SCHOOL Year: 1969

*Planning Staff Use Only*

Base Fee	Reviewed and Accepted By	Date
Receipt No.	Deemed Complete By	Date

PHOTOGRAPHS

FRONT ELEVATION

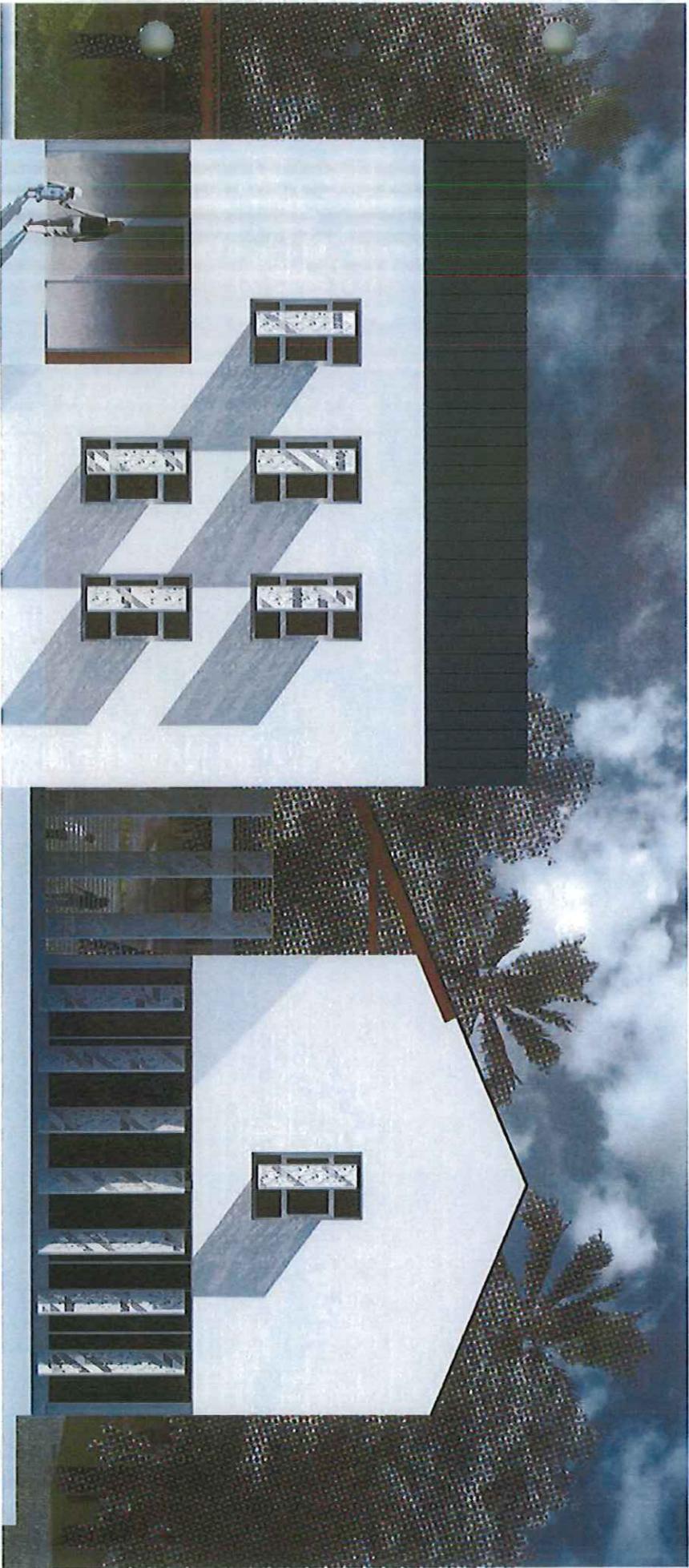
SEE ENCLOSURES.

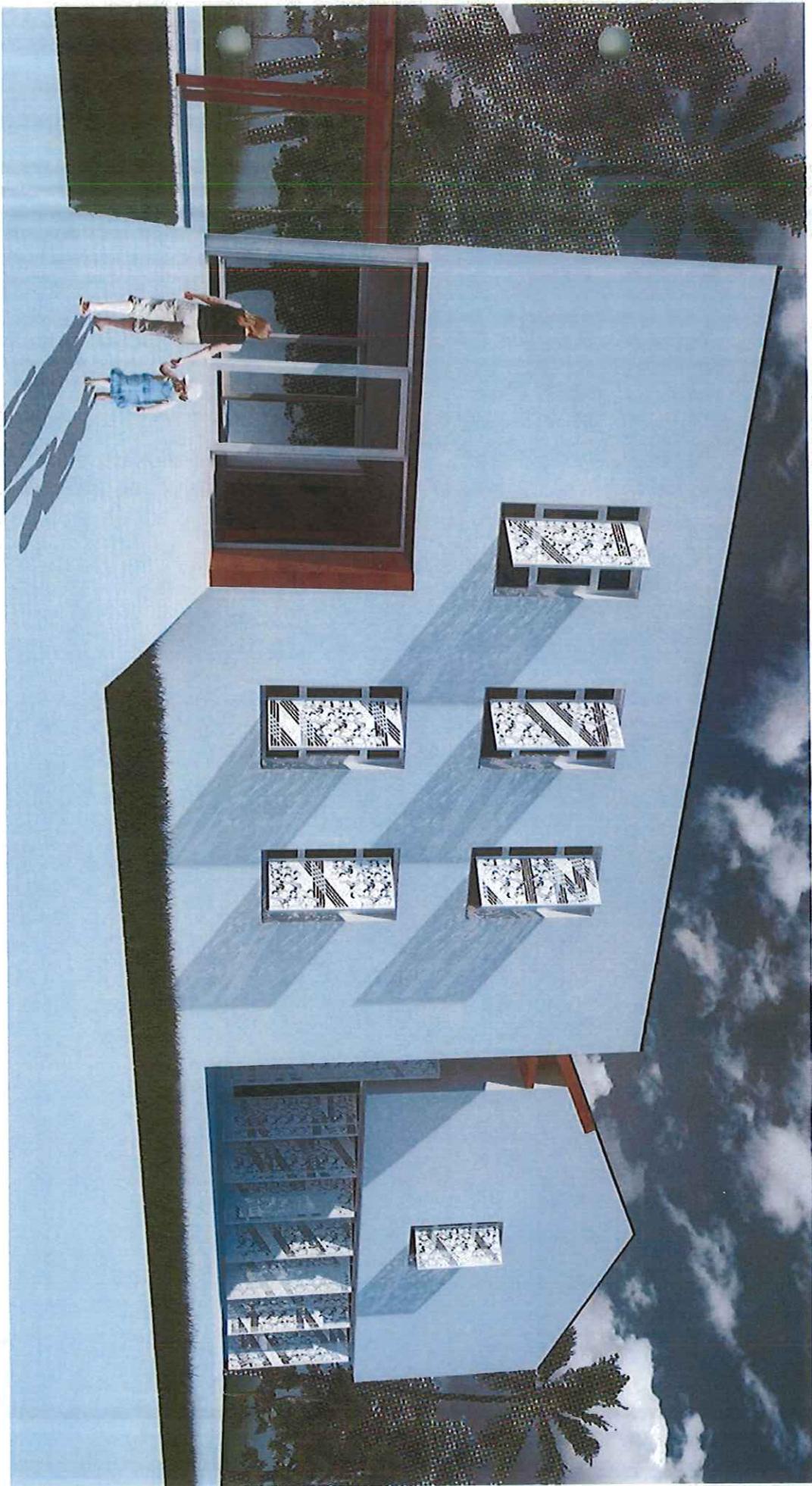
SIDE ELEVATION

SEE ENCLOSURES.

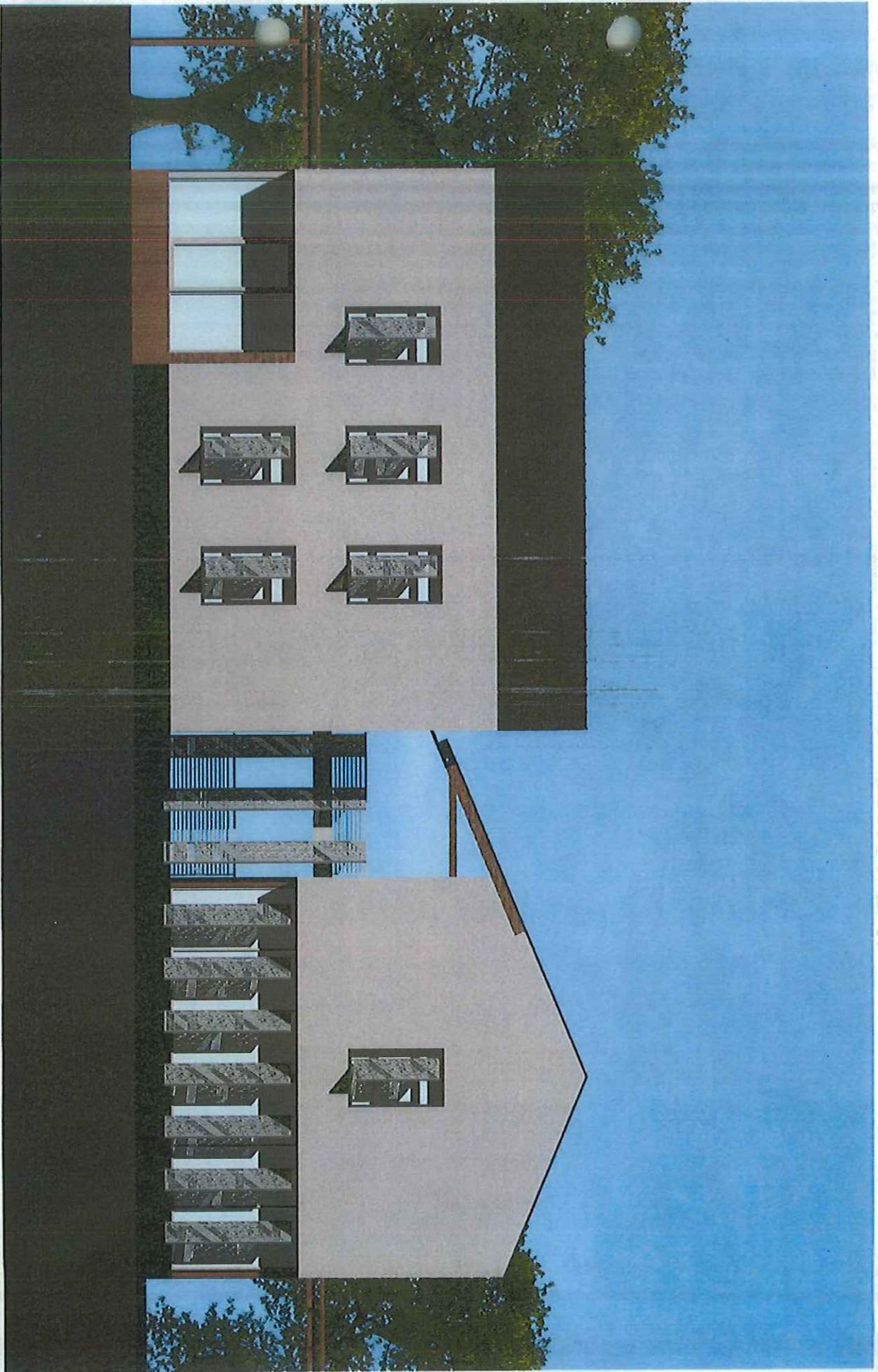
REAR ELEVATION

SEE ENCLOSURES.













**APPLICANT'S AFFIDAVIT**

The Undersigned, first being duly sworn depose that all answers to the questions in this application, and all supplementary documents made a part of the application are honest and true to the best of (my)(our) knowledge and belief. (I)(We) understand this application must be complete and accurate before the application can be submitted and the hearing advertised.

**OWNER OR TENANT AFFIDAVIT**

(I)(WE), \_\_\_\_\_, being first duly sworn, depose and say that (I am) (we are)  owner  tenant of the property described and which is the subject matter of the proposed hearing.

Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Sworn to and subscribed to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CORPORATION AFFIDAVIT**

(I)(WE), Dr. JOYCE MCGUEE, being first duly sworn, depose and say that (I am) (we are) the  President  Vice-President  Secretary  Asst. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; and that said corporation is the  owner  tenant of the property described herein and which is the subject matter of the proposed hearing.

Attest: Dr. JOYCE MCGUEE Joyce McGuee  
Authorized Signature  
Office Held: VICE PRESIDENT  
(Corporate Seal)



Sworn to and subscribed to before me this 18 day of August, 2015.  
Notary Public: Maria C Franco  
Commission Expires: June 11, 2016

**PARTNERSHIP AFFIDAVIT**

(I)(WE), \_\_\_\_\_, being first duly sworn, depose and say that (I am) (we are) partners of the hereinafter named partnership, and as such, have been authorized to file this application for a public hearing; and that said partnership is the  owner  tenant of the property described herein which is the subject matter of the proposed hearing.

By \_\_\_\_\_ % By \_\_\_\_\_ %  
By \_\_\_\_\_ % By \_\_\_\_\_ %

Sworn to and subscribed to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**ATTORNEY AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am Attorney for the Owner of the property described and which is the subject matter of the proposed hearing.

Signature \_\_\_\_\_  
Sworn to and subscribed to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
Notary Public: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**RESPONSIBILITIES OF THE APPLICANT AFFIDAVIT**

I AM AWARE THAT:

1. The Public Works Department, the Department of Environmental Resources Management (DERM), and other County agencies review and critique zoning hearing applications which may affect the scheduling and outcome of my hearing. These reviews may require additional hearings before DERM's Environmental Quality Control Board (EQCB), or other County boards, and/or the proffering of agreements to be recorded. I am also aware that I must comply promptly with any DERM or Public Works conditions and advise this office in writing if my application will be withdrawn.
2. Filing fees may not be the total cost of a hearing. Some requests require notices to be mailed to property owners up to a mile from the subject property and I am responsible for paying the additional radius mailing costs. In addition to mailing costs, I am responsible for additional fees related to application changes, plan revisions, deferrals, re-advertising, etc., that may be incurred. I understand that fees must be paid promptly. Applicants withdrawn within 60 days of the filing are eligible for a refund of 50% of the hearing fee but after that time hearings withdrawn or returned will be ineligible for a refund. Refunds must be requested in writing.
3. The Florida Building code requirements may affect my ability to obtain a building permit even if my zoning application is approved; and a building permit will probably be required. I am responsible for obtaining any required permits and inspections for all structures and additions proposed, or built without permits. And that a Certificate of Use (C.U.) must be obtained for the use of the property after it has been approved at Zoning Hearing. Failure to obtain the required permits and/or C.U., Certificates of Completion (C.C.) or Certificate of Occupancy (C.O.) will result in enforcement action against any occupant and owner. Submittal of the Zoning Hearing application may not forestall enforcement action against the property.
4. The 3<sup>rd</sup> District Court of Appeal has ruled that zoning application inconsistent with the Comprehensive Plan (CP) cannot be approved by a zoning board based upon considerations of fundamental fairness. Therefore, I acknowledge that if the hearing request is inconsistent with the CP and I decide to go forward then my hearing request can only be denied or deferred, but not approved.
5. Any covenant to be proffered must be submitted to the Village Attorney, on County form, at least 1 month prior to the hearing date. The covenant will be reviewed and the applicant will be notified if changes or corrections are necessary. Once the covenant is acceptable, the applicant is responsible to submit the executed covenant with a current 'Opinion of Title' within 1 week of the hearing. Village Attorney can advise as to the additional requirements applicable to foreign corporations. Documents submitted to the Village Attorney must carry a cover letter indicating subject matter, application number and hearing date. Village Attorney may be reached at (305) 760-8543.

*Joyce McCre*

(Applicant's Signature)

*JOYCE McCRE*

(Print Name)

Sworn to and subscribed to before me this 18 day of August, 2015 Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Public)

My commission expires: June 11, 2016

*Maria Franco*



OWNERSHIP AFFIDAVIT  
FOR  
CORPORATION

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Public Hearing No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared DR. JORGE M. GUEE  
hereinafter the Affiant(s), who being first duly sworn by me, an oath,  
deposes and says:

1. Affiant is the president, vice-president or CEO of the Corporation, with the following address: 6050 SW 57<sup>th</sup> AVENUE, MIAMI, FL 33143
2. The Corporation owns the property which is the subject of the proposed hearing.
3. The subject property is legally described as:  
THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE SOUTH 340.41 FEET AND LESS THE EAST 35 FEET FOR ROAD; AND THE EAST 100 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 LESS THE SOUTH 340.41 FEET THEREOF, SECTION 23, TOWNSHIP 55 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FL.
4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

[Signature]  
Signature

BLETTE ROTUNDO  
Print Name

[Signature]  
Signature

Jennifer Dipolito  
Print Name

[Signature]  
Affiant's Signature

DR. JORGE M. GUEE  
Print Name

Sworn to and subscribed before me on the 18 day of August, 20 15

Affiant is personally known to me or has produced \_\_\_\_\_ as identification.

Maria C Franco  
Notary

Notary



(Stamp/Seal)

Commission Expires:

June 11, 2016

### DISCLOSURE OF INTEREST

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Alexander School, Inc.

NAME AND ADDRESS Percentage of Stock

- |   |        |
|---|--------|
| 1) Beverley A. McGhee<br>7750 SW 144 <sup>th</sup> Street<br>Palmetto Bay, FL 33158 | 0.98%  |
| 2) The McGhee Family Trust<br>(Beverley A. McGhee, Trustee)                         | 33.32% |
| 3) James R. McGhee II<br>8621 SW 142 <sup>nd</sup> Street<br>Palmetto Bay, FL 33158 | 29.54% |
| 4) Dr. Joyce McGhee<br>8621 SW 142 <sup>nd</sup> Street<br>Palmetto Bay, FL 33158   | 1.86%  |
| 5) Andrew McGhee<br>8621 SW 142 <sup>nd</sup> Street<br>Palmetto Bay, FL 33158      | 1.00%  |
| 6) Betty McGhee<br>8621 SW 142 <sup>nd</sup> Street<br>Palmetto Bay, FL 33158       | 1.00%  |
| 7) Alexander McGhee<br>313 Wood Road<br>Taylors, SC 29687                           | 32.30% |

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and the percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: \_\_\_\_\_

NAME AND ADDRESS

Percentage of Stock

---

---

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where the partner(s) consist of another partnership(s), corporation(s), trust(s) or other similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME:

---

NAME AND ADDRESS

Percentage of Stock

---

---

---

If there is a CONTRACT FOR PURCHASE, by a Corporation, Trust or Partnership list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or other similar entities, further disclosure shall be made to identify natural persons having the ultimate ownership interests].

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM, ACCEPTING THE RECOMMENDATIONS OF THE AIPP ADVISORY BOARD TO APPROVE THE ART INSTALLATION ENTITLED "ART FINS" AS DESIGNED BY ELENA MANFERDINI, FOR ALEXANDER SCHOOL, INC., LOCATED AT 14850 SW 67<sup>TH</sup> AVENUE; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, on October 1<sup>st</sup>, 2007 the Mayor and Village Council established the Art-in-Public Places Program (AIPP) via Resolution 07-05, designed to promote the general welfare by encouraging pride in the community, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art pieces that reflect diverse styles, chronicling history through the collection of artifacts, documents and memorabilia that will acknowledge the past and create programs and activities that will further these goals; and

WHEREAS, as part of the program, the Village's AIPP Advisory Board was created to oversee the public education, and curatorial aspects of the program;

WHEREAS, the Alexander School, Inc., submitted a proposal for an art element installation for their new school buildings, to the Art-in-Public Places Advisory Board as provided by the requirements of the AIPP Program;

WHEREAS, the Advisory Board accepted art element installation entitled "Art Fins" as designed by Elena Manferdini, consisting of six (6) sheets dated stamped received August 26, 2015, attached hereto pursuant to Section 30-160.2;

WHEREAS, the AIPP Advisory Board has determined that the proposed art elements meets the general criteria of the AIPP Program pursuant to Section 30-160.5 "Selections of Works of Art" in that the proposed art element(s) are found to be appropriate to the site and the surrounding neighborhood and that it is not intrusive in nature. The Board finds the proposed location to be highly visible and accessible to vehicular traffic and that it will reflect the cultural ethnic diversity of the Village and South Florida;

WHEREAS, the Board has determined that the proposed art elements meets the general criteria of the AIPP Program requirements that calls for on-site art installations equal to 1.25% of the "project valuation" on the "total value of improvements as indicated on the building permit application";

WHEREAS, the proposed construction value of the Alexander School, Inc., addition is estimated at \$4,393,800 with a minimum AIPP requirement of \$54,922;

1  
2           **WHEREAS**, the proposed and recommended art elements construction cost is estimated at  
3 \$64,078, a value exceeding the minimum requirement by \$9,156.  
4

5  
6           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
7 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
8

9           **Section 1.** The Mayor and Village Council hereby accepts the recommendation of the  
10 Art-In-Public-Places Advisory Board to approve the art installation entitle "Art Fins" as designed by  
11 Elena Manferdini, for Alexander School, Inc., located at 14850 SW 67<sup>th</sup> Avenue, consisting of six  
12 sheets dated stamped received August 26, 2015, attached hereto as Exhibit 1 in accordance with  
13 the provisions of the AIPP Ordinance with the following conditions:  
14

- 15           1. That a plaque or equivalent form of permanent signage acknowledging the artist, other  
16 design professionals involved in the project and the Village of Palmetto Bay must be sited in  
17 a publicly accessible location near the art work. The physical dimensions of the plaque  
18 should allow for the utmost legibility of the information contained on it, and should vary  
19 appropriately with the scale of the artwork and the site. It should not intrude on the physical  
20 artwork. The plaque should include:

21  
22                               Name of Artist(s)  
23                               Title of Art Work  
24                               Date of Art Work Completion  
25                               Name of Developer  
26                               In Association with the Village of Palmetto Bay  
27

28           Final plaque layout shall be subject to the Department of Planning and Zoning approval.  
29 The artist shall execute the attached release of artwork, as required under the AIPP  
30 ordinance.  
31

- 32           2. That the proposed sculptural complies with the requirements of all other applicable  
33 departments/agencies as part of the Village of Palmetto Bay building permit submittal  
34 process.  
35
- 36           3. That the proposed sculptural shall comply with the requirements of Section 30-160.9  
37 entitled: "Certificate of Occupancy," which provision provides that final approval, such as a  
38 final inspection or a certificate of occupancy, for any development project shall issue unless  
39 compliance with the Village's art in public places program is achieved. In this case, the art  
40 work must be installed in a manner satisfactory to the Village Council in compliance with the  
41 Ordinance.  
42
- 43           4. That the proposed sculpture, comply with Section 30-160.14, entitled: "Ownership and  
44 maintenance of artwork placed on the site of the project." In particular, all art work placed  
45 on the site of a development project shall remain the property of the Village. The obligation  
46 to provide all maintenance necessary to preserve and maintain the art work in good  
47 condition shall remain with the owner of that site and the owner's successors and assigns,

1 unless an agreement with the Village is reached and recorded. The obligation to maintain  
2 the art work shall be enforced as provided in the Ordinance, and a covenant, executed by the  
3 applicant, shall be recorded setting forth a description of the art work and acknowledging  
4 the obligation of the property owner to repair and maintain it. This document and the  
5 underlying covenant shall run with the land and provide notice to future property owners of  
6 the obligation to repair and maintain the art work and of certain limitations related to any  
7 federal, state or local laws governing the rights of the artists including but not limited to  
8 rights regarding the alteration, modification or relocation of subject art work. The draft  
9 covenant is attached hereto as an exhibit and condition of approval.

- 10  
11 5. That an independent appraisal as to the evidence of the value of the proposed artwork  
12 including acquisition and installation cost be conducted at the developers expense, should  
13 the value of the art element be below the required minimum the applicant shall pay the  
14 difference into the fund.

15  
16 **Section 2. Effective Date.** This resolution shall take effect immediately upon approval.

17  
18 PASSED and ADOPTED this \_\_\_\_\_ day of November, 2015.

19  
20  
21  
22  
23 Attest:

24 \_\_\_\_\_  
25 Meighan Alexander  
26 Village Clerk

27 \_\_\_\_\_  
28 Eugene Flinn  
29 Mayor

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

32  
33 \_\_\_\_\_  
34 Dexter W. Lehtinen  
35 Village Attorney

36  
37 FINAL VOTE AT ADOPTION:

38  
39 Council Member Karyn Cunningham \_\_\_\_\_

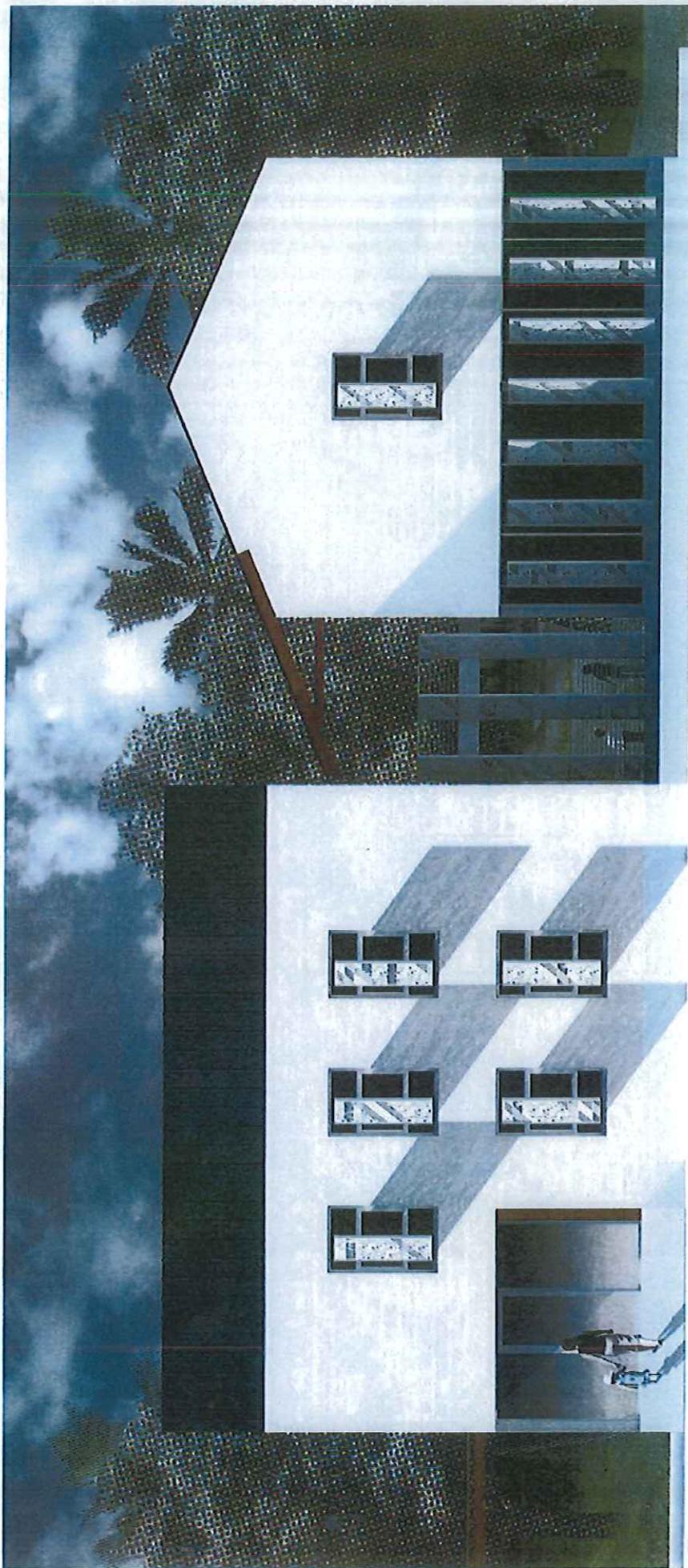
40  
41 Council Member Tim Schaffer \_\_\_\_\_

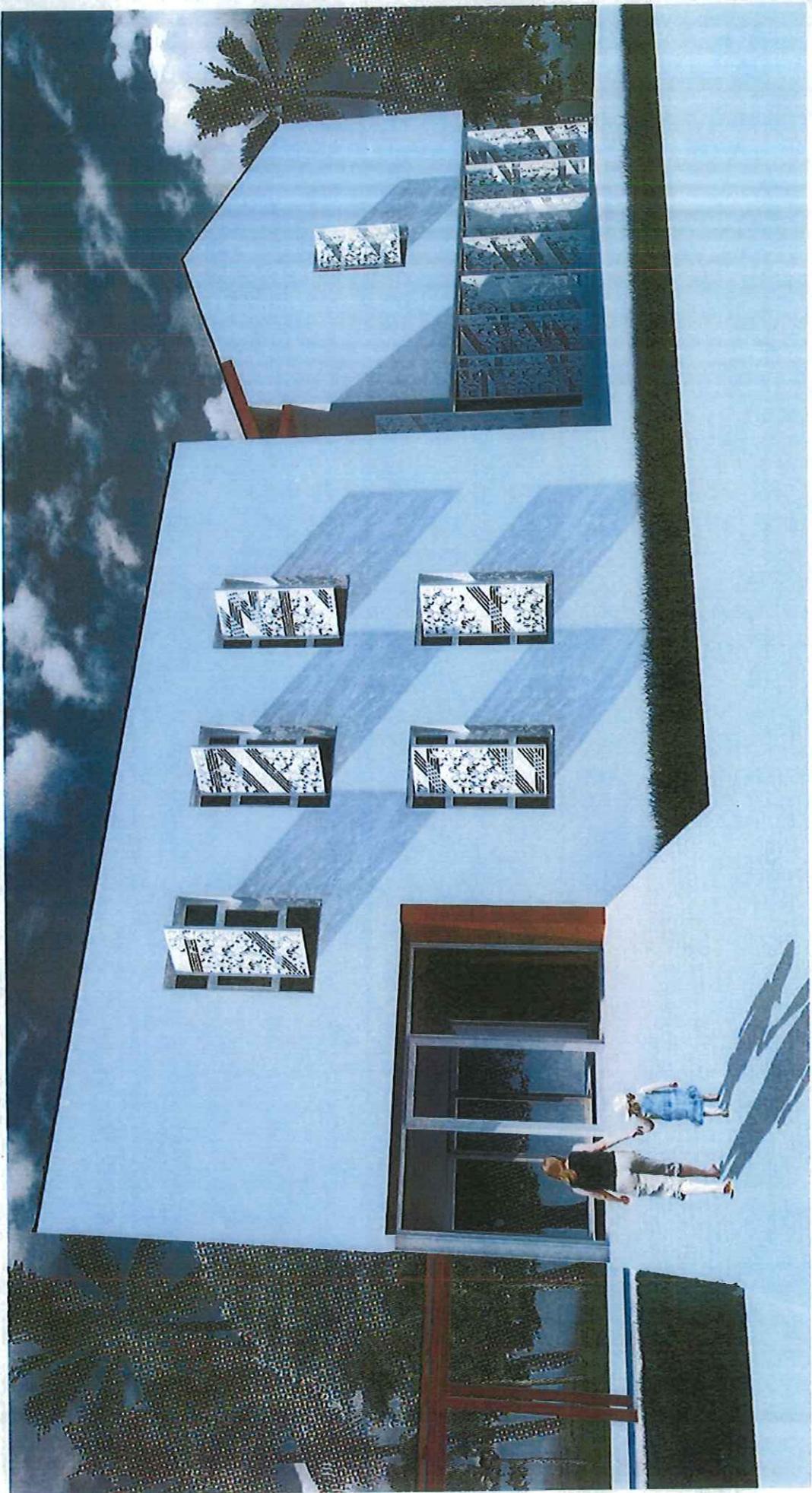
42  
43 Council Member Larissa Siegel Lara \_\_\_\_\_

44  
45 Vice-Mayor John DuBois \_\_\_\_\_

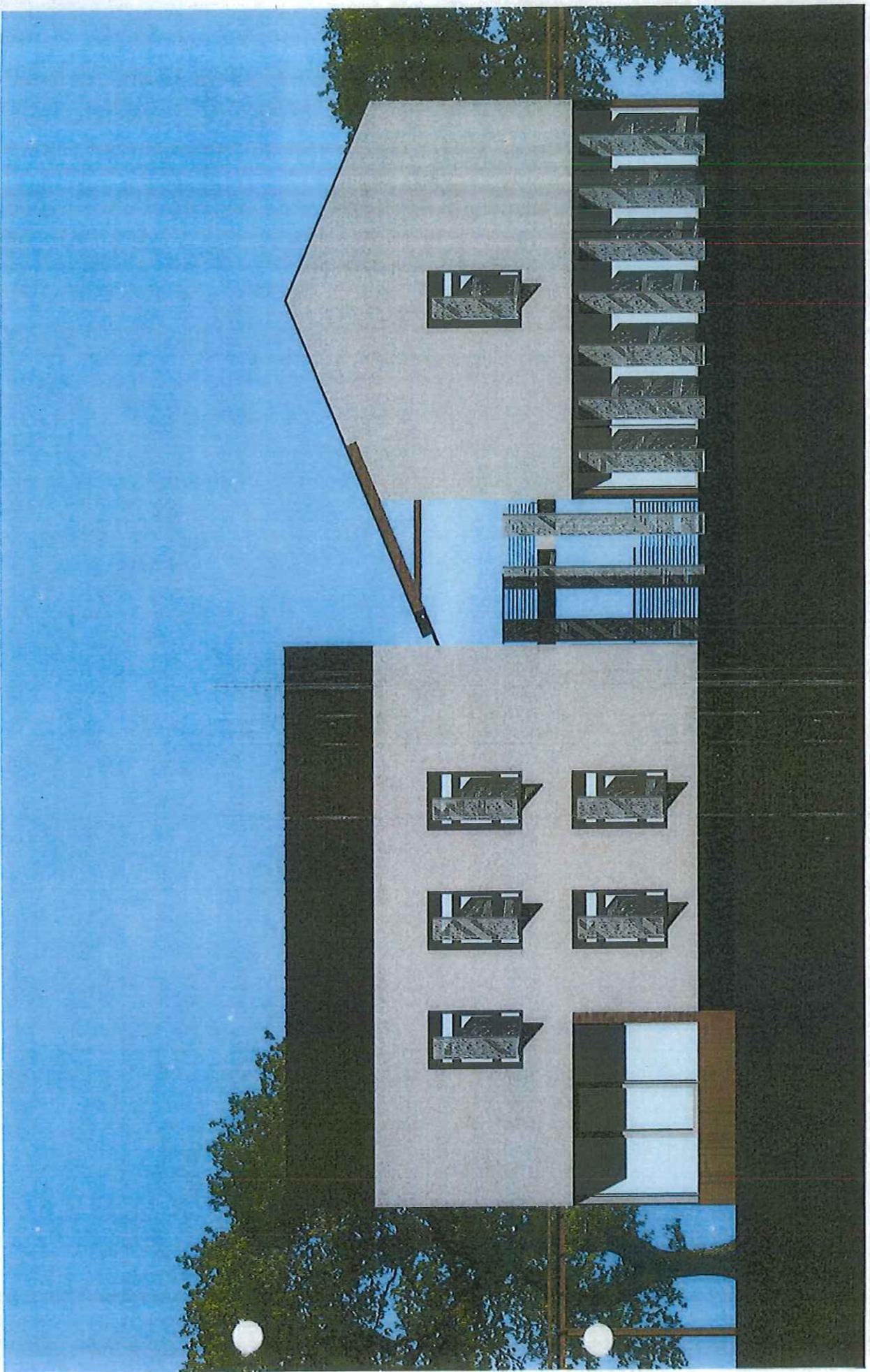
46  
47 Mayor Eugene Flinn \_\_\_\_\_

# Exhibit 1

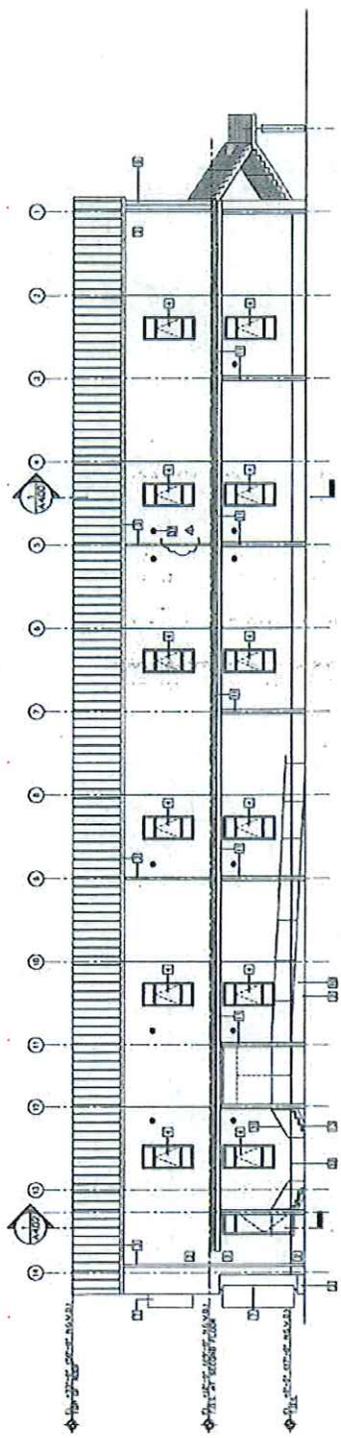










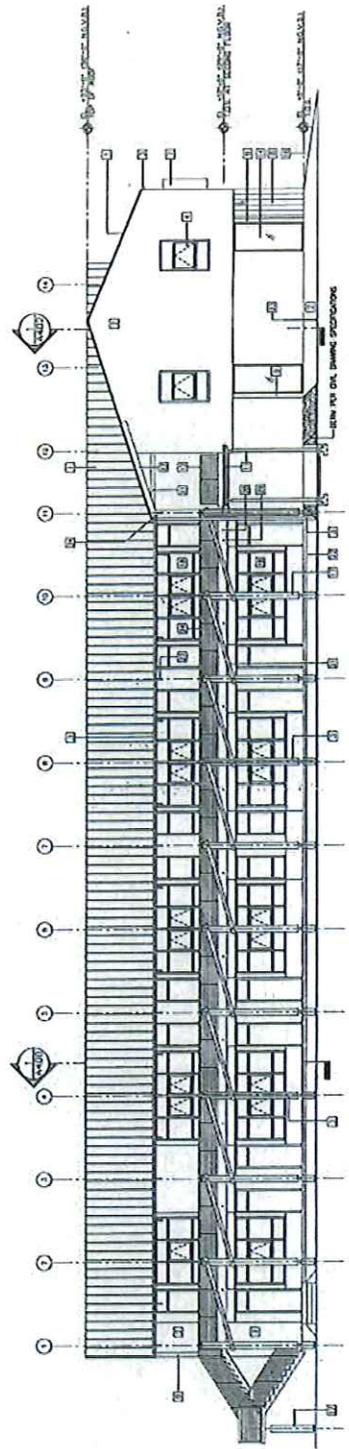


1 NORTH ELEVATION  
 SCALE: 1/8" = 1'-0"

LEGEND

SWAGGER BLANK WITH ROOF	STEEL CANTY STRUCTURE	WOOD TOP RAIL
SMOOTH STUCCO FINISH	CABLE RAIL	NOT USED
METAL CUTTER & DOWNPOUT	WOOD TRUSS/W/STEEL STRINGERS	CONCRETE & STEEL STAIR
OPERABLE WINDOW ASSEMBLY	CURTAIN WALL	SULAM WOOD W/INTER
NOT USED	CONCRETE STAIRS	UNDERSTAIR CONC. & FACE AND
NOT USED	SULAM WOOD TRUSS	UNDERSTAIR
SECTION ALUM. FINE P/ST/ALZ. GYM. EXP.	STEEL & WOOD COMPOSITE COLUMNS	2" X 4" CORED HOLE @ EACH BAR
SECTION TO BE CUT W/ED. G/LET STICK	SPERMALUM	T & G CEILING
SECTION P/ROD BY W/STEEL	CLONDRY	CONCRETE JOINT
TOM RUMP	STEEL BEAMER	ALUM. CAP AT TRUSS END
W COLUMN	WOOD BRACING	ALUM. CAP AT TRUSS END
CONCRETE RAMP	STONE	NOT USED
	ENCLUMBER FENCE	CONCRETE VOF

NOTE:  
 CONTRACTOR TO PROVIDE 2 COAT SEMI TRANSPARENT BASE SEALER ON EXTERIOR COLUMNS, TRUSSES, DECKING, AND OTHER EXTERIOR EXPOSED WOOD SURFACES TO PROVIDE PROTECTION FROM WATER, SUN AND WIND. SEALER TO BE APPLIED TO ALL EXTERIOR WOOD SURFACES. SEE SHERWIN WILLIAMS WOODSCAPES OR BETTER. SEALANT CAUSED BY THE SUN. SHERWIN WILLIAMS WOODSCAPES OR BETTER. SEALANT CAUSED BY THE SUN. CONTRACTOR TO MATCH EXTERIOR FINISH AND COMPLY WITH LEED REQUIREMENTS.



2 SOUTH ELEVATION  
 SCALE: 1/8" = 1'-0"

## RESOLUTION NO.

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA SUPPORTING THE  
5 "MIAMI-DADE CONNECTION 2.0 RECOMMENDATION" AS  
6 PROPOSED BY STATE REPRESENTATIVE KIONNE MCGHEE FOR  
7 THE PURPOSE OF ESTABLISHING AN EFFICIENT AND  
8 FUNCTIONAL TRANSPORTATION SYSTEM FOR THE RESIDENTS  
9 OF MIAMI-DADE COUNTY; URGING THE MAYOR & BOARD OF  
10 COUNTY COMMISSIONERS TO IMPLEMENT THE WILL OF ITS  
11 RESIDENTS IN THIS CURRENT BUDGET SESSION BY ADOPTING  
12 THE PROPOSED TRANSPORTATION PLAN AND IDENTIFYING A  
13 FUNDING SOURCE FOR SUCH INITIATIVE; AND PROVIDING AN  
14 EFFECTIVE DATE (Sponsored by Mayor Eugene Flinn.)  
15

16 WHEREAS, in 2002, the Miami-Dade County voters elected to tax themselves an  
17 additional half-cent for the purpose of creating an efficient and functional county-wide  
18 transportation system; and,

19 WHEREAS, thirteen years later, despite the implementation of the additional tax, the  
20 intended transportation system never materialized and the need remains unfulfilled; and,

21 WHEREAS, the creation of a functional transportation system in Miami-Dade County  
22 is in the best interest of its residents; and,

23 WHEREAS, the adoption of the proposed "Miami-Dade Connection 2.0  
24 Recommendation" fulfills the need for a functional transportation system that will benefit  
25 residents, businesses and communities in Miami-Dade County.

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

29 **Section 1.** The Village Council hereby supports the "Miami-Dade Connection 2.0  
30 Recommendation" as proposed by State Representative Kionne McGhee, attached herein as  
31 Exhibit A.

32 **Section 2:** The Village Council urges the Mayor and Board of County Commissioners  
33 of Miami-Dade County to implement the will of the people and adopt the "Miami-Dade  
34 Connection 2.0 Recommendation" and identify appropriate and immediate funding mechanisms  
35 to implement the plan.

36  
37 **Section 3.** The Village Clerk shall provide executed copies of this Resolution to the  
38 Miami-Dade County Mayor & Board of County Commissioners, the Metropolitan Planning  
39 Organization and all elected municipal officials in Miami-Dade County.  
40

41 **Section 4.** This resolution shall take effect immediately upon approval.  
42

43 PASSED and ADOPTED this \_\_\_\_ day of November, 2016.  
44

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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 \_\_\_\_\_



## Florida House of Representatives

### Representative Kionne L. McGhee

#### Miami-Dade Metropolitan Planning Organization

Stephen P. Clark Center  
111 NW 1<sup>st</sup> Street, Suite 920  
Miami, Florida 33128-1916

#### District 117

##### DISTRICT OFFICE:

Cutler Bay Town Center  
10720 Caribbean Blvd.  
Suite 225  
Cutler Bay, FL 33189-2819  
Phone: (305) 256-6300

##### CAPITOL OFFICE:

1401 The Capitol  
402 South Monroe Street  
Tallahassee, FL 32399-1300  
Phone: (850) 717-5117

##### COMMITTEES:

Civil Justice Subcommittee  
Democratic Ranking  
Member

Local & Federal Affairs  
Committee

Veteran & Military  
Affairs Subcommittee

Justice Appropriations  
Subcommittee

##### STAFF:

Veronica Carey Buie  
District  
Legislative Assistant

#### RE: 3-YEAR MIAMI-DADE CONNECTION 2.0 (MDC 2.0) TRANSPORTATION RECOMMENDATION

Dear Miami-Dade Metropolitan Planning Organization:

In 2002, the Miami-Dade County electorate voted to tax themselves for the purpose of having an efficient functional transportation system. These voters agreed to tax themselves an additional half-cent as the *quid pro quo*; the 2002 referendum increased the tax on purchased goods from 6.5 percent to 7 percent. Thirteen years later, these voters and their families remain faced with the grave reality that the promised Metro-Rail system did not, and may not come to fruition. A solution to this unfulfilled obligation is surely necessary.

With that in mind, State Representative Kionne L. McGhee created and outlined this Miami-Dade Connection 2.0 Recommendation (MDC 2.0). MDC 2.0 will serve to create/utilize four immediate new/existing corridors for the residents of Miami-Dade County. The four corridors are: (1) The US 1 Corridor (running from the Dadeland area to Homestead); (2) The North Corridor (linking northeastern regions of the county); (3) the Dolphin/East-West Corridor (running parallel to the Dolphin Expressway and connecting to the new Miami Intermodal Center); and (4) the Beach Corridor (connecting Miami to Miami Beach and running through Miami Beach).

The new MDC 2.0 transportation system will allow all four corridors to be simultaneously utilized/built and deployed. Strategic partnerships with Miami Dade County, Florida Department of Transportation, Miami Dade Transit, MPO, MDX, State of Florida, Tri-Rail, CSX, the Federal Department of Transportation (FDOT), the Citizens' Independent Transportation Trust, and Career Source, will become key elements to MDC 2.0. The following are the recommendations for MDC 2.0:

1. Construction on the US 1 Corridor, North Corridor, and East-West Corridor shall be consistent with the *South Florida Regional Transportation Authority's (SFRTA) Miami-Dade County Rail Opportunities Report* dated May 5, 2015, *Miami-Dade MPO- NW 27<sup>th</sup> Avenue Enhanced Bus Service Concepts and Environment Plan, 2015 Bus Rapid Transit Implementation Plan Along Transit Corridors*, and completed within 36 months of the start date. Construction and completion of the Beach Corridor shall be consistent with the *Beach Corridor Transit Connection Study-Final Report*, dated June 2015. The capital cost for light and commuter rail for the US 1 Extension, North Corridor, and the East-West Corridor, shall be funded from the Citizens' Independent Transportation Trust ("the Trust").
2. The total capital cost for the three corridors shall comply and not exceed the calculations, per project, as found within the *South Florida Regional Transportation Authority's Miami-Dade County Rail Opportunities report dated May 5, 2015*. Light and commuter rail for the US 1 Extension Corridor, the North Corridor, and the East-West corridor can be accomplished through bonding the three corridors on a per-year basis upon of the combined cost found within the *SFRTA* above-mentioned report.
3. The capital cost for the Beach Corridor shall not exceed the Direct Connect amount found within the *Beach Corridor Transit Connection Study-Final Report*, dated June 2015. The Trust shall commit to pay half of the capital cost as found within the *Beach Corridor Transit Connection Study-Final Report*, dated June 2015. The remaining funds shall come from a public-private partnership and federal funds. Funding for the Beach Corridor can be accomplished through bonding the Trust's commitment and the remaining funds from a public-private partnership.
4. All PTP funds shall be deposited directly with the Citizens' Independent Transportation Trust ("the Trust"). The Trust shall enter into an agreement with MDX, whereby MDX shall serve as the Regional-Principal Supervising Agency for all corridors. MDX shall advance to the Trust 10% of the capital cost for each corridor. The Trust shall enter into a written agreement with MDX to repay MDX both the advanced amount and the associated interest for the project from the future \$2 Billion projected from the PTP funds. Miami-Dade Transit and Tri-Rail shall serve as the sole operators of MDC 2.0 transportation system.

With a commitment to the 36 month construction deadline, control of the

total capital costs as previously outlined, the use of appropriate bonds to finance the combined costs, utilization of federal funding and public-private partnerships, this MDC 2.0 Recommendation provides the proper guidance towards meeting the underlying goal and its related strategic objectives. MDC 2.0 can lead to a more productive and vibrant community where all residents, businesses and neighborhoods will economically benefit from the build out of the extended rail lines.

Sincerely,

A handwritten signature in black ink, appearing to read "Kionne L. McGhee", with a stylized flourish extending to the right.

Kionne L. McGhee  
State Representative, District 117

KLM/vcb



MIAMI-DADE EXPRESSWAY AUTHORITY  
3790 N.W. 21 St. Miami, FL 33142 T 305.637.3277 F 305.637.3283  
www.mdxway.com

LOUIS V. MARTINEZ, ESQ.  
*Chair*  
SHELLY SMITH FANO  
*Vice-Chair*  
RICK J. RODRIGUEZ PIÑA  
*Treasurer*  
GUS PEGO, P.E.  
*FDOT District Six Secretary*

JOSE "PEPE" CANCIO  
MAURICE A. FERRÉ  
ALFREDO L. GONZALEZ, ESQ.  
MARITZA GUTIERREZ  
ROBERT W. HOLLAND, ESQ.  
ARTHUR J. MEYER  
JAVIER L. VAZQUEZ, ESQ.  
CLIFF WALTERS  
LUZ WEINBERG

JAVIER RODRÍGUEZ, P.E.  
*Executive Director*  
MARIA LUISA NAVIA LOBO  
*Board Secretary*

MEMORANDUM

To: Jesus Guerra, MPO Interim Executive Director  
Date: October 1, 2015  
From: Javier Rodriguez, MDX Executive Director  
Re: MDX's Role in Transportation Infrastructure Plan

MDX has reviewed the 3-year Miami-Dade Connection Transportation recommendation (MDC 2.0) and we commend Representative Kionne McGhee for providing his vision and recommendations for moving Miami-Dade forward in addressing our Transportation and Transit Infrastructure needs.

We are honored that Representative McGhee has identified MDX as the lead public agency to manage and execute the design and construction of his vision for the Miami-Dade County transportation infrastructure system.

Since its creation, MDX has demonstrated its expertise in delivering major public infrastructure projects on time as well as on or under budget. In essence, we are a public entity created as a vehicle to facilitate major infrastructure projects. While retaining the asset in public ownership, MDX has always looked to the public/private sector as partners in fulfilling its mission. MDX has and continues to be willing to partner with Miami-Dade County and/or the State of Florida (FDOT) on transportation infrastructure projects. MDX recognizes that its mission extends beyond operating, maintaining and improving its infrastructure portfolio consisting of five tolled expressways which are 100% paid by user fees, more specifically tolls. MDX does not receive any funding from the State of Florida, proceeds from sales tax, and/or other County revenues. MDX has many financial constraints as a result of issuing debt in the financial market and must adhere to Trust Indenture obligations. Nevertheless MDX has always, within legal and financial constraints, stepped forward to assist Miami-Dade County and the State of Florida with multi-modal transportation infrastructure projects.

Over the years, MDX has contributed and partnered with Miami-Dade County and the State of Florida (FDOT) to advance projects of mutual interest. The following is a list of some of the projects and participation by MDX:

- MDX contributed \$86.5 million for the Miami Intermodal Center (MIC) reconstruction of adjacent roadway network and right-of-way acquisition.
- MDX contributed \$215 million for the Palmetto/Dolphin Interchange Improvement Project to help FDOT advance the most complex and one of the most important infrastructure projects in the State of Florida which is anticipated to be completed next year.



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- MDX contributed \$60 million for the Palmetto/Don Shula Expressways interchange reconstruction.
- MDX contributed \$30 million for Central Blvd Project. MDX provided the local funding match and FDOT provided the remaining 50% grant for the reconstruction of the main entrance to Miami International Airport. MDX procured and managed the project. It should be noted that this was a project MDX participated with the Miami-Dade Aviation Department (MIA) at a time that MIA's bond rating was in jeopardy due to cost overruns and the concerns with completing the terminal construction. As a result of not being downgraded, county residents saved millions of dollars in future interest costs on projects. Additionally, MIA estimated the cost of the project at \$75 million, however MDX was able to procure the project expeditiously and completed the project for \$60 million.
- Assisted the Miami-Dade County Transit Department with the extension of Metrorail to the MIC by acquiring 12 parcels of land that were needed to extend the rail line. The cost of those parcels was \$ 4 million.
- MDX partnered with the Miami-Dade Transit Department to provide express bus service on the shoulders of its entire system which includes SR836, SR112, SR924, SR 874 and SR 878.
- MDX has partnered with Miami-Dade County in the design and engineering for the reconstruction of SR 836 from its terminus at 137th Avenue to the Miami River Bridge for the purposed of providing express bus service running the length of the System to Downtown Miami utilizing the inside shoulders closest to the median separator. The new bus lanes will be fully operational upon completion of the removal of the left lane exit onto Lejeune Road at Miami Airport as part of the SR 836 infrastructure project currently under construction. This cost of \$3.8 million will be paid by MDX.
- Most recently, MDX agreed to manage the planning, design and construction of the Dolphin Park and Ride facility at the NW quadrant of the HEFT and NW 12th Street interchange, in partnership with MDT and FDOT to reduce the timeframe to deliver this infrastructure project by two years.

One of the biggest misconceptions being conveyed publicly is that MDX has surplus revenues of \$20 to \$50 million each year. However, due to the obligations of the Trust Indenture, all revenues are collateralized to the bondholders and the remaining funds are the cash portion of completing the projects on the "pay as you go" basis. The financially responsible decision by MDX's Board of Directors not to tie the entire infrastructure work program to bond debt was specifically implemented to reduce or eliminate the pressure of increasing tolls in the future. MDX has been accountable and transparent with the toll dollars to the public, the bondholders, and elected officials. MDX has been a trustworthy steward for the public toll payers' dollars. There is no rational reason that MDX would needlessly seek to endure the public, political and media backlash it have borne for the past 3



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years by tolling the previously un-tolled segments of SR 836. The tolling of the previously free movements was for the purpose of funding infrastructure so MDX could reconstruct the oldest portions of SR 836 to serve the current and future traffic needs of our County's commuters, businesses, international trade, freight transportation and tourism industries. MDX implemented its ORT plan on SR 836 that increased revenue to be able to fund several major improvements from 87th Avenue to I-95, knowing that the State was trying to secure its funding for the 395/I-95 project as well. What is not widely publicized is that many commuters pay less for their use of the system. The tolling points have been strategically located so that everyone equitably pays for the use of the system. MDX understands that there is no one mode of transportation that will be the solution to relieve traffic congestion. While we must aspire to deliver a network of transit infrastructure as a mobility option for the community; we must not fall into the same quagmire that in the past has kept us from delivering the transportation infrastructure alternatives that can meet their needs and expectations.

The MPO must continue to work diligently on approving a transportation plan and setting priorities. The plan needs to be practical and realistic and focus on deliverables, including project costs (construction as well as operations and maintenance). The plan should also identify financing options and anticipated ridership rates. Once this comprehensive plan is approved and priorities established, MDX can help execute that plan. The MDX pledge, which is genuine and unwavering, is to assist our State, County and municipal leaders to deliver those transportation alternatives within our legal and financial constraints to the residents, businesses and visitors of Miami-Dade County. We recommend moving forward collectively with a responsible plan to provide tangible transportation solutions for our community.

MDX has been working with Mayor Carlos Gimenez, Commissioner Esteban Bovo, Commissioner Dennis Moss, Commissioner Pepe Diaz, Commissioner Rebeca Sosa and all the members of the MPO on identifying opportunities for MDX to assist Miami-Dade County in doing what we do best, which is delivering large and complex infrastructure projects on budget and significantly quicker than other public agencies.

Again, MDX is honored by Representative McGhee's proposal. MDX wants to be a meaningful partner of the transportation network solutions in Miami-Dade County. We believe with the appropriate legislative support, MDX can play a key role. MDX has the tools in place to procure, execute and deliver infrastructure projects timely and within budget. MDX looks forward to being part of a fiscally responsible and realistically attainable transportation infrastructure system plan for Miami-Dade County.

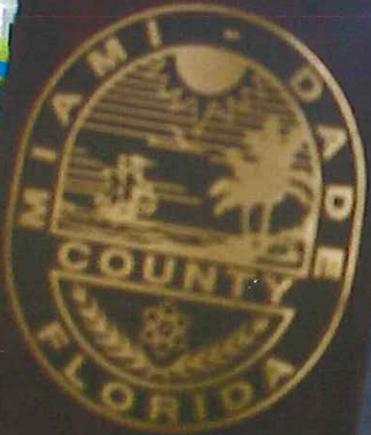


# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MIAMI-DADE COUNTY RAIL OPPORTUNITIES

Improving Mobility in Miami-Dade County

April 2015





## SFRTA Board of Directors

**Commissioner Steven L. Abrams**

Palm Beach County Commissioner

**Chair, Commissioner Bruno Barreiro**

Miami-Dade County Commissioner

**Vice-Chair, James A. Cummings**

Broward County Representative

**Andrew Frey**

Governor's Appointee

**Frank Frione**

Governor's Appointee

**Marie Horenburger**

Palm Beach County Representative

**Nick Inamdar**

Miami-Dade County Representative

**Gerry O'Reilly**

FDOT Secretary District IV

**Mayor Tim Ryan**

Broward County Mayor

**James A. Scott**

Governor's Appointee



**SOUTH FLORIDA  
REGIONAL  
TRANSPORTATION  
AUTHORITY**

800 NW 33rd Street | Pompano Beach, Florida 33064 | P 954/942-7245 | F 954/788-7878 | www.sfrta.fl.gov

May 5, 2015

The Honorable Carlos A. Gimenez  
Mayor of Miami-Dade County  
Office of the Mayor  
111 NW 1st Street  
Miami, FL 33128

Commissioner Esteban L. Bovo, Jr., Chair  
Transit and Mobility Services Committee  
111 NW 1st Street  
Miami, FL 33128

**Subject: Miami-Dade County Rail Opportunities**

Dear Mayor Gimenez and Commissioner Bovo:

On behalf of the South Florida Regional Transportation Authority (SFRTA), I am pleased to present the enclosed "Miami-Dade County Rail Opportunities" plan for your consideration.

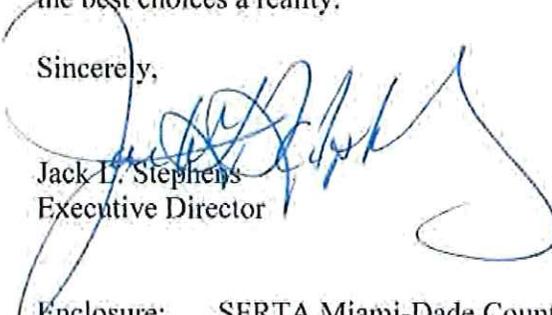
Miami-Dade County is a rapidly growing and vibrant County. Your economy drives the growth of South Florida. SFRTA shares your belief that the population and economic growth of Miami-Dade County will continue in the next 30 years.

Because of this current and future growth, Miami-Dade County needs targeted, strategic transportation investments to help reach your full economic potential.

The Rail Opportunities profiled in this document provide a menu of future rail investments that can be tailored to the County's specific mobility needs. The suggestions in the plan include your choice of commuter rail, diesel multiple unit, and light rail options. Additional information can be developed for selected projects.

SFRTA hopes these suggestions will be helpful, and looks forward to working with you to make the best choices a reality.

Sincerely,

  
Jack L. Stephens  
Executive Director

Enclosure: SFRTA Miami-Dade County Rail Opportunities

cc: SFRTA Board of Directors  
Gus Pego, Secretary, FDOT District 6  
Jesus Guerra, Interim Executive Director, Miami-Dade MPO  
Ysela Llorca, Director, Miami Dade Transit

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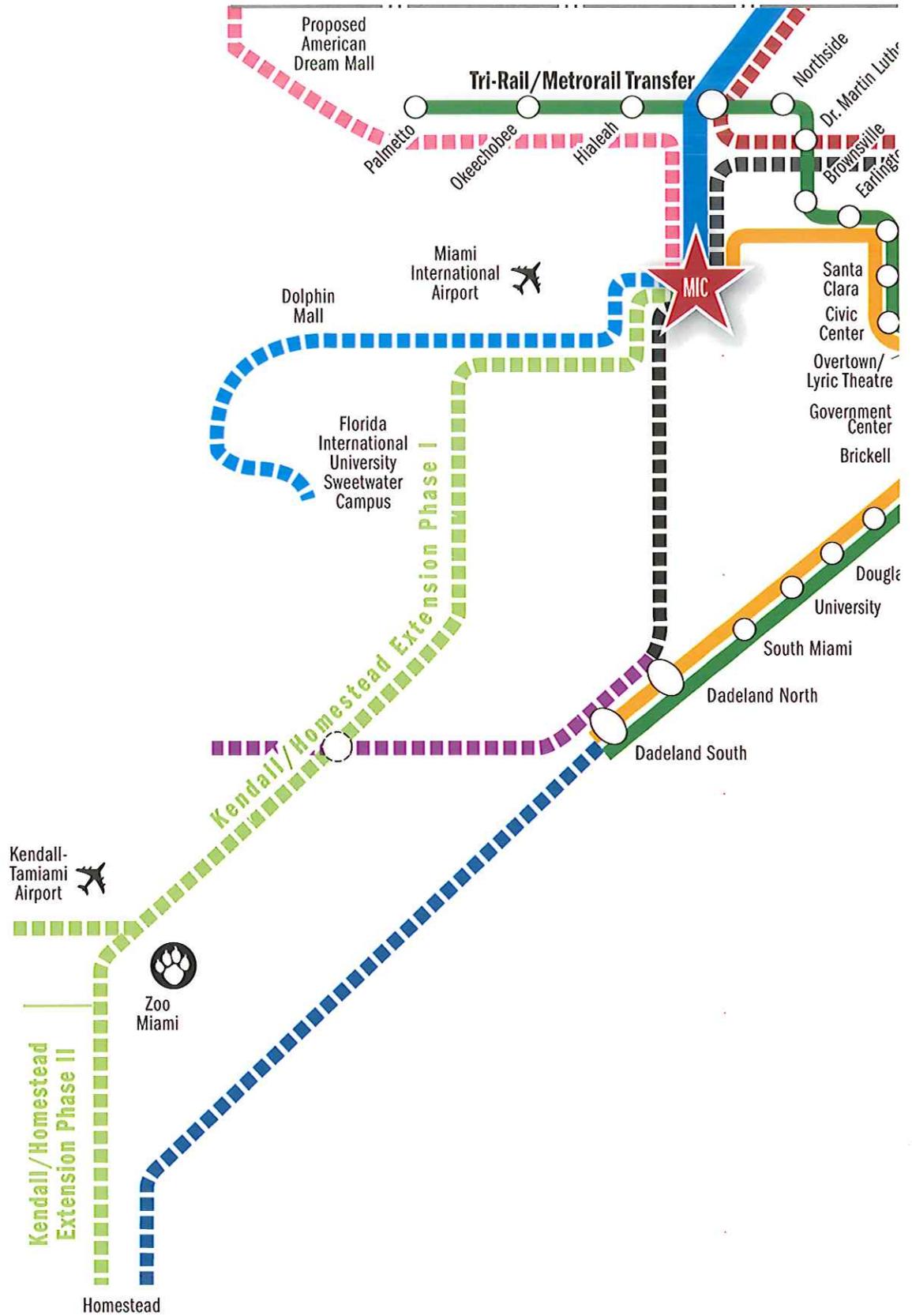
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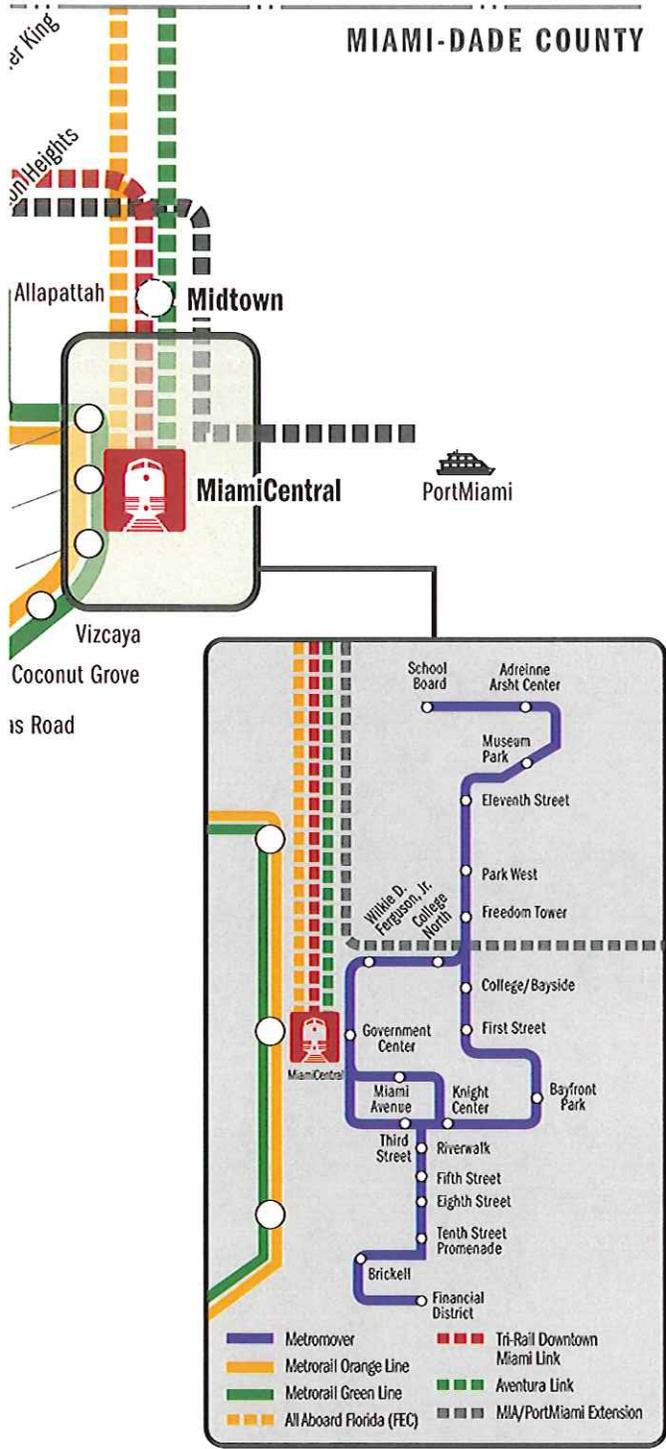


# Miami-Dade Rail Opportunities

SOUTH FLORIDA  
REGIONAL  
TRANSPORTATION  
AUTHORITY



**BROWARD COUNTY**  
**MIAMI-DADE COUNTY**

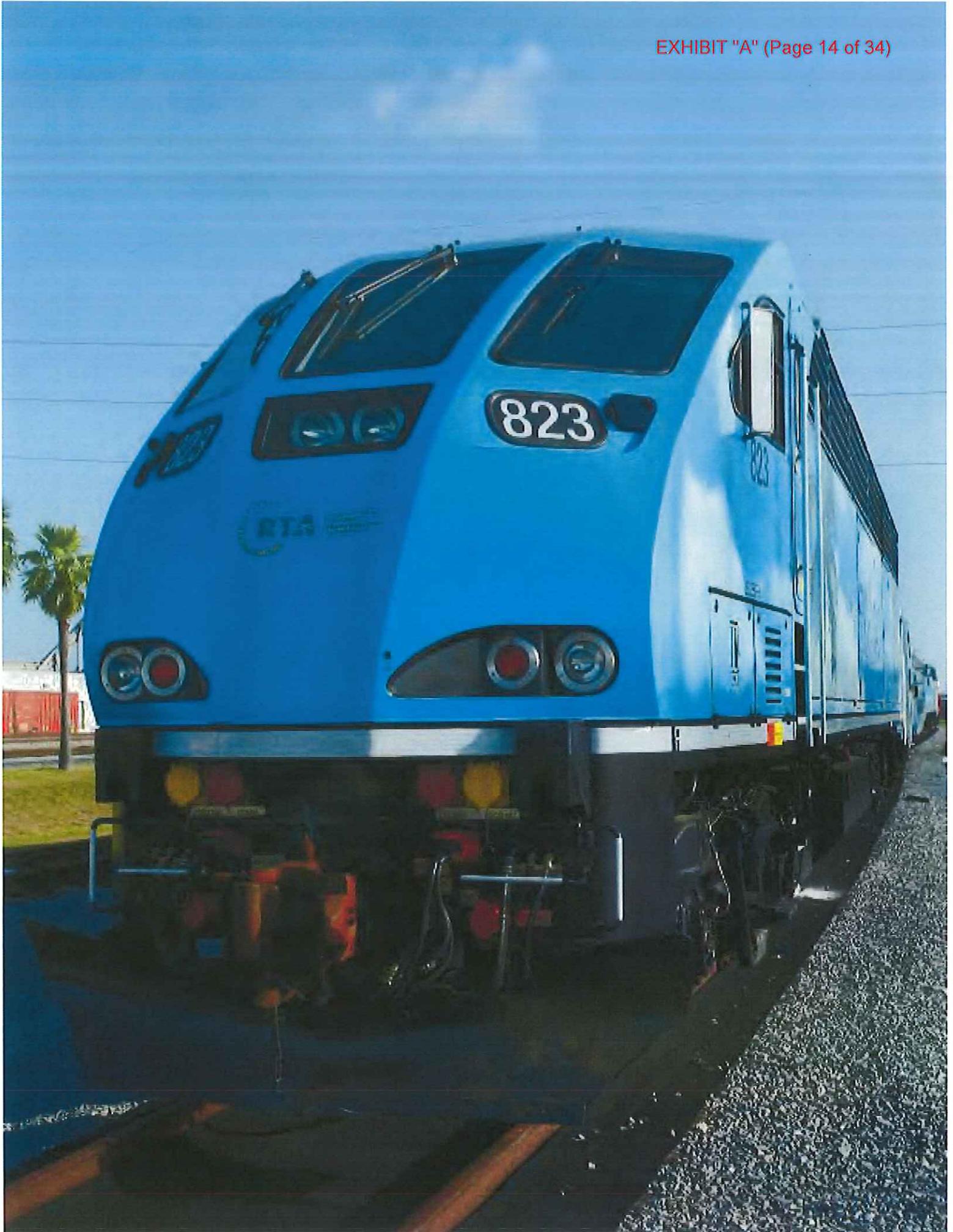


**Existing Rail Transit Facilities**

-  Tri-Rail
-  Metrorail Orange Line
-  Metrorail Green Line
-  Metromover
-  Miami Intermodal Center
-  Existing Transit Station

**Proposed Rail Transit Facilities**

-  MiamiCentral
-  Future Transit Station
-  Tri-Rail Downtown Miami Link
-  All Aboard Florida (FEC)
-  Dolphin/East-West Extension (CSX)
-  Kendall/Homestead Extension
-  Aventura Link
-  US 1 Extension (FDOT)
-  Ludlam Corridor (FEC)
-  MIA/PortMiami Extension
-  Kendall Link
-  Okeechobee Link



# INTRODUCTION



## Goal of the Miami-Dade Rail Opportunities Plan

The goal of the Miami-Dade Rail Opportunities plan is to provide a menu of mobility options that can help Miami-Dade County achieve its future growth. Leaders can choose which commuter rail, diesel multiple unit (DMU), or light rail mobility options will work best for Miami-Dade County. SFRTA looks forward to working with Miami-Dade County leaders to make these ideas a reality.

## SFRTA History

The South Florida Regional Transportation Authority (SFRTA) was created on July 1, 2003, when legislation passed by the Florida Senate and the Florida House of Representatives and signed by Governor Jeb Bush transformed the Tri-County Commuter Rail Authority (Tri-Rail) into SFRTA. Tri-rail began operations in 1989.

## SFRTA Mission

The SFRTA, with cooperation from our transportation partners, works diligently to plan, develop, fund and operate a seamless, safe and efficient regional transportation system. A regional transportation system in South Florida will ensure mobility, advance sustainable growth and improve the quality of life for our current and future residents.

## SFRTA Governance

The SFRTA is led by a Governing Board, consisting of ten members: one County Commissioner from each county (three appointments); one citizen appointee from each county commission (three appointments); a Florida Department of Transportation (FDOT)-District Secretary (one appointment); and one governor's appointee from each of the three counties (three appointments).



## SFRTA Operations

The SFRTA operates Tri-Rail in Palm Beach, Broward, and Miami-Dade counties, serving 18 stations from Mangonia Park to the Miami International Airport. SFRTA is proud of the quality of its work, and has successfully completed its 2015, 2012, and 2009 Federal Transit Administration Triennial Reviews with zero findings.

## SFRTA Dispatch and Maintenance

In order to minimize passenger delays and more efficiently maintain the corridor, SFRTA recently achieved a long standing goal, and assumed responsibility for dispatch and maintenance for the South Florida Rail Corridor.



# PROPOSED TECHNOLOGIES

## COMMUTER RAIL



**Vehicle Cost:** \$5-\$9 million

**Capital Cost/mile:** \$8-\$15 million

**Service Life:** 30 Years

**Power Source:** Diesel/Biodiesel

**Capacity:** 100-150 seats per train car

**Service Distance:** 20-80 miles

**Service Type:** Regional, Intra-urban

**Right-of-Way:** Rail corridor (exclusive or existing)

**Proposed Corridors:**

- ◇ Tri-Rail Downtown Miami Link
- ◇ Tri-Rail Aventura Link
- ◇ Tri-Rail Fort Lauderdale Airport Link
- ◇ Dolphin/East-West Extension
- ◇ Okeechobee Link
- ◇ Miami Intermodal Airport/PortMiami Extension
- ◇ Kendall/Homestead Extension

## DIESEL MULTIPLE UNIT (DMU)



**Vehicle Cost:** \$4-\$8 million

**Capital Cost/mile:** \$8-\$15 million

**Service Life:** 30 Years

**Power Source:** Diesel

**Capacity:** 60-185 seats per train car

**Service Distance:** 20-80 miles or less

**Service Type:** Regional, Intra-urban

**Right-of-Way:** Rail corridor (exclusive or existing)

**Proposed Corridors:**

- ◇ Dolphin/East-West Extension
- ◇ Kendall/Homestead Extension

## LIGHT RAIL



**Vehicle Cost:** \$2+ million

**Capital Cost/mile:** \$25-\$30 million

**Service Life:** 30 Years

**Power Source:** Electric (overhead)

**Capacity:** 30-90 seats

**Service Distance:** 5-20 miles

**Service Type:** Regional, Urban

**Right-of-Way:** separate right-of-way (typically on center or side of streets) or mixed traffic.

**Proposed Corridors:**

- ◇ Ludlam Corridor
- ◇ US-1 Extension
- ◇ Kendall Link

Sources: SFRTA and Jacobs/Carter Burgess Transit Guide



# SUMMARY OF PROJECTS

MODE	PROJECT	REGION	TIME-FRAME	CAPITAL COST	OPERATING COST	PAGE
	Tri-Rail Downtown Miami Link	Countywide	Short-term	\$68.9 M	TBD	1
	Miami River – Miami Intermodal Center Capacity Improvement Project	Central	Short-term	\$26.9 to \$50.3 M Depending on Alternative	N/A	3
	Midtown Miami Station	Northeastern	Short-term	\$15 M	\$150,000 annually	5
	Tri-Rail Aventura Link	Northeastern	Mid-term	\$119 M	\$8 M annually	6
	Dolphin/East-West Extension	Western	Mid-term	\$150 to \$190 M	\$5 M annually	7
	Okeechobee Link	Western	Long-term	\$325 M	TBD	8
	Kendall/Homestead Extension	Southwestern	Mid-term	\$300 M	\$15 M annually	9
	Kendall Link	Southwestern	Mid-term	\$275 M	TBD	10
	US-1 Extension	Southwestern	Mid-term	\$500 M	TBD	11
	Ludlam Corridor	Central	Mid-term	\$300 M	TBD	13
	Miami International Airport/PortMiami Extension	Central	Mid-term	\$25 M	TBD	14

**Notes:**

- ◇ Short-term: less than three years
- ◇ Mid-term: three to six years
- ◇ Long-term: more than six years

Source: SFRTA



**T**ri-Rail Downtown Miami Link is an exciting opportunity to extend current Tri-Rail service to downtown Miami as early as December 2016. New service is possible by leveraging All Aboard Florida's (AAF's) private rail and station investment to create "MiamiCentral."

**Public Private Partnership**

To leverage this private investment in Downtown Miami, the public is being asked to participate in the incremental construction costs for the MiamiCentral Station and new rail infrastructure to support the Tri-Rail Downtown Miami Link.

**Fast-Track Implementation**

"MiamiCentral" will serve as downtown Miami's multimodal hub, providing connections to AAF, Tri-Rail, the existing Miami-Dade County bus system, Metrorail, and Metromover. Commuter service could begin as early as December 2016, or when MiamiCentral opens and AAF becomes operational, with a day one ridership estimate of 2,000 per day.

**Once in a Lifetime Opportunity**



www.allaboardflorida.com

**KEY FACTS**

**FEC RAILWAY**

Ownership

**1**

Number of Potential New Stations

**18**

One-way Travel Time (minutes)

**8**

Corridor Length (miles)

**19**

Number of Grade Crossings

**\$68.9 M**

Estimated Cost

**8**

Average Station Spacing (miles)

**40/120**

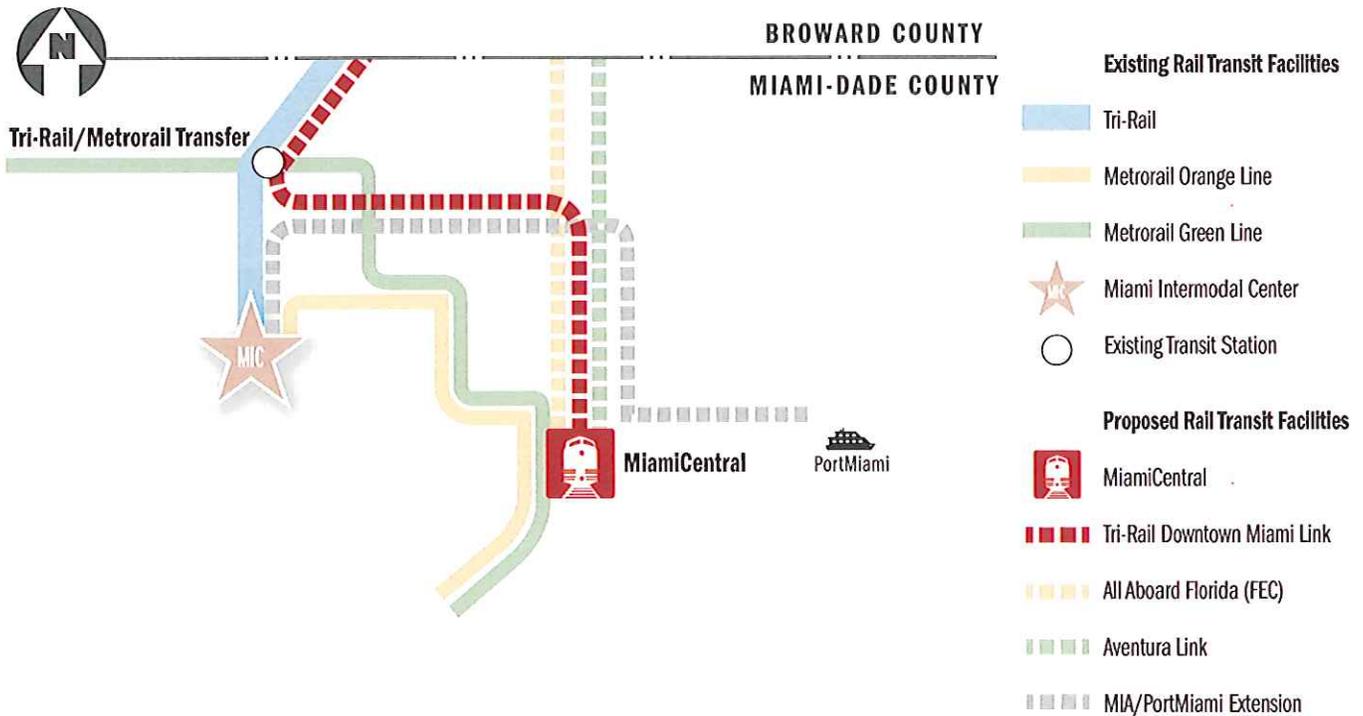
Headways (minutes)

**AS EARLY AS DECEMBER 2016**

Opening Date

Sources: SFRTA

# TRI-RAIL DOWNTOWN MIAMI LINK





# MIAMI RIVER-MIAMI INTERMODAL CENTER CAPACITY IMPROVEMENT PROJECT

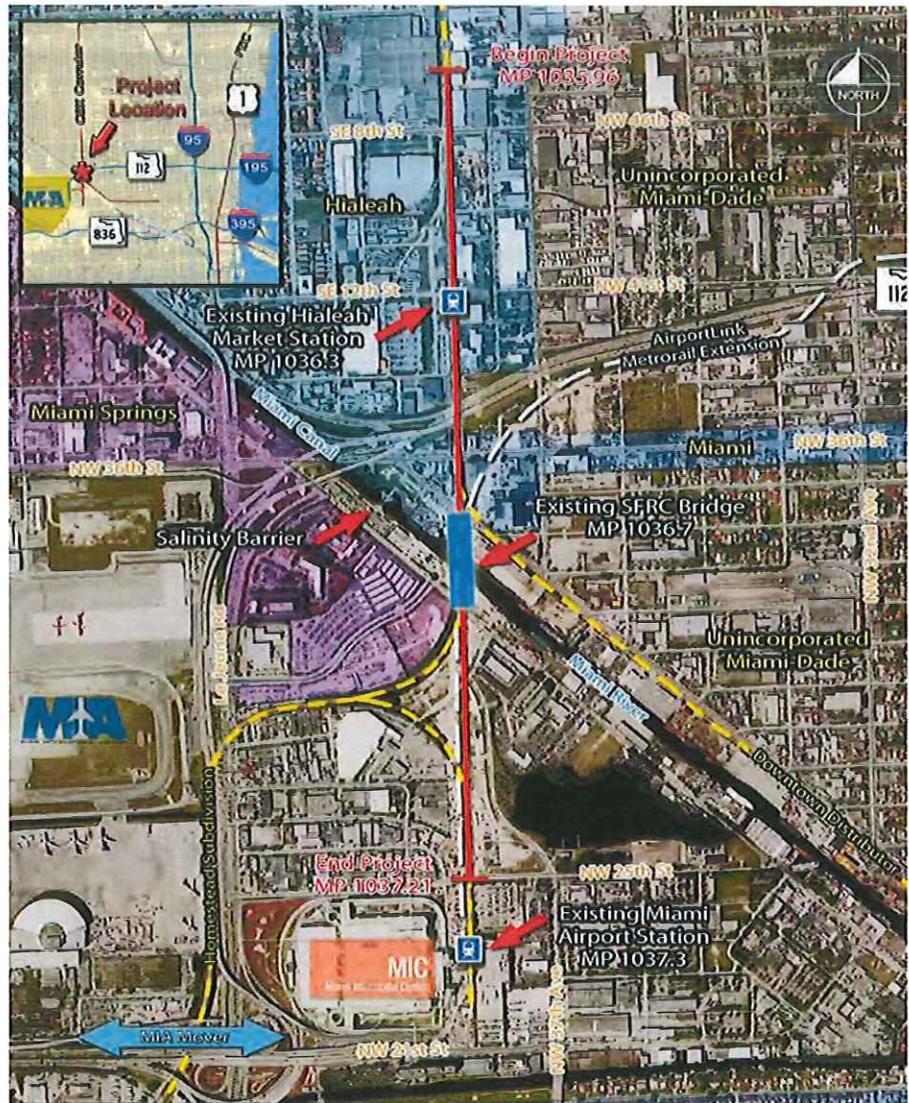


Currently, Tri-Rail traverses the Miami River on a single track bridge resulting in a critical capacity constraint. The Miami River – Miami Intermodal Center Capacity Improvement (MR-MICCI) project will add rail capacity across the Miami River and the last 1.25 miles of the South Florida Rail Corridor (SFRC) to greatly improve access and connectivity to the Miami Intermodal Center (MIC).

With extensive coordination among partner agencies, the MR-MICCI will evaluate the addition of a second main line railroad track, a new bridge across the Miami River, and signal upgrades, which will improve SFRC capacity for Tri-Rail, freight trains, and the extension of Amtrak intercity rail service to the MIC and improved connections between rail and air travel. Furthermore, the Hialeah Market Tri-Rail station will be enhanced with a new center platform and new continuous canopies for existing passenger shelters.

Included in the Miami-Dade MPO's 2040 Long-Range Transportation Plan and the MR-MICCI will:

- ◇ Improve Tri-Rail travel time and schedule adherence.
- ◇ Improve connectivity to MIA and associated employment centers.
- ◇ Improve passenger access to the MIC and its numerous transit connections.
- ◇ Relieve potential bottlenecks for Tri-Rail, Amtrak, and freight services.



## KEY FACTS

### STATE OF FLORIDA

Ownership

### PROJECT DEVELOPMENT AND ENVIRONMENTAL PHASE

Current Project Status

**\$26.9-\$50.3M (DEPENDING ON ALTERNATIVE)**

Estimated Capital Cost (Right of way costs included)

**2019**

Opening Date

Sources: SFRTA, MR-MICCI website [[www.mrmicci.com/index.html](http://www.mrmicci.com/index.html)]





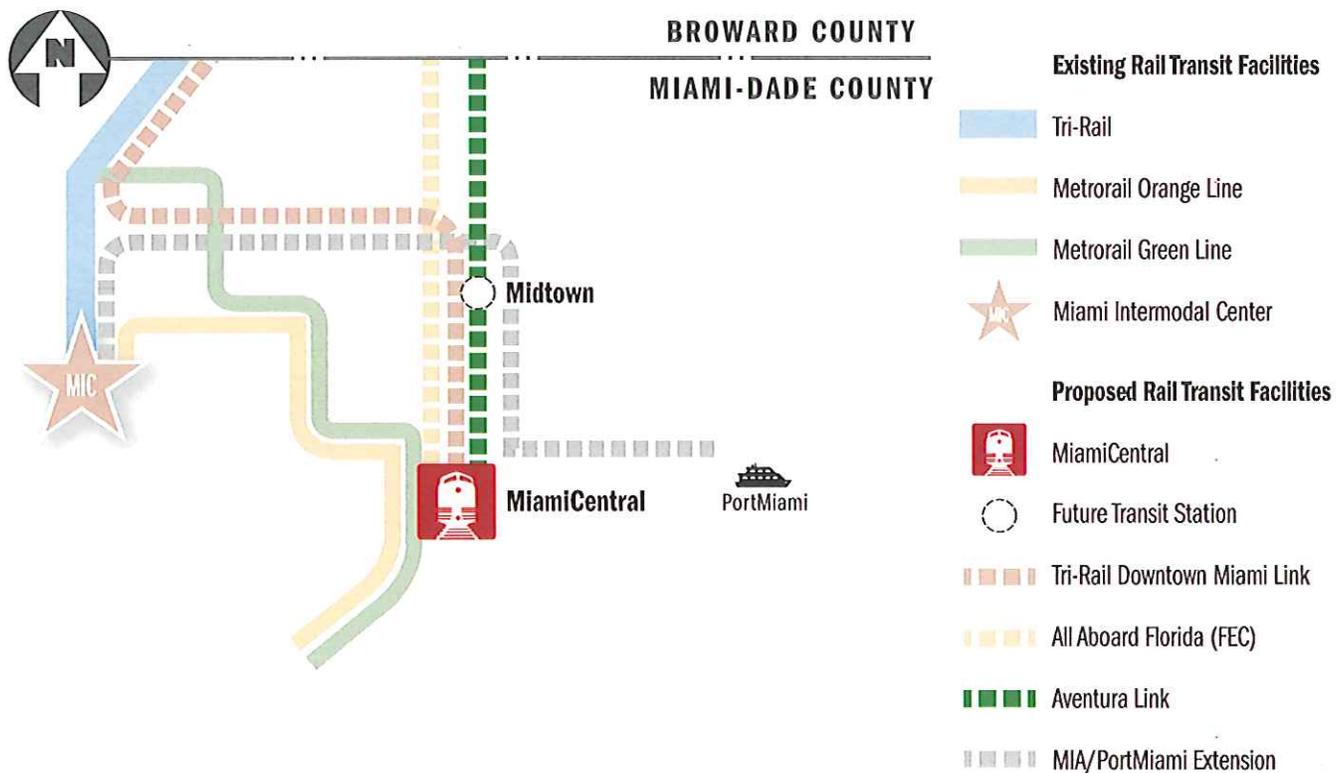
**NORTHEASTERN PROJECTS**  
**MIDTOWN MIAMI STATION**

The Midtown, Design District, and Wynwood areas of the City of Miami have experienced tremendous growth and transformational change in recent years. These dynamic communities are now places to live, work, and play.

The proposed Downtown Miami Link route on the Florida East Coast (FEC) railway corridor runs along these communities. The community has always envisioned the area between NE 36th and NE 29th Streets as

an attractive location for a new commuter rail station. When the Tri-Rail Downtown Miami Link service begins, a new Tri-Rail station could fit seamlessly into the community, with little or no public land acquisition.

Tri-Rail travel time between the new station and Downtown Miami will only be 7 minutes. Direct fast service to points north in Broward and Palm Beach counties will also become possible in the future.



KEY FACTS		
<b>FEC RAILWAY</b> Ownership	<b>PRE-PROJECT DEVELOPMENT</b> Current Project Status	<b>TBD</b> Opening Date
<b>7</b> Travel Time to Downtown Miami (minutes)	<b>\$15 M</b> Estimated Cost	

Sources: SFRTA, FDOT TRCL



**N**ortheastern Miami-Dade County currently experiences significant roadway congestion and has limited rapid transit options. Fortunately, the historic Florida East Coast (FEC) Railway corridor runs through the heart of northeastern Miami-Dade, allowing the opportunity for a new and transformational transit option known as the Tri-Rail Aventura Link.

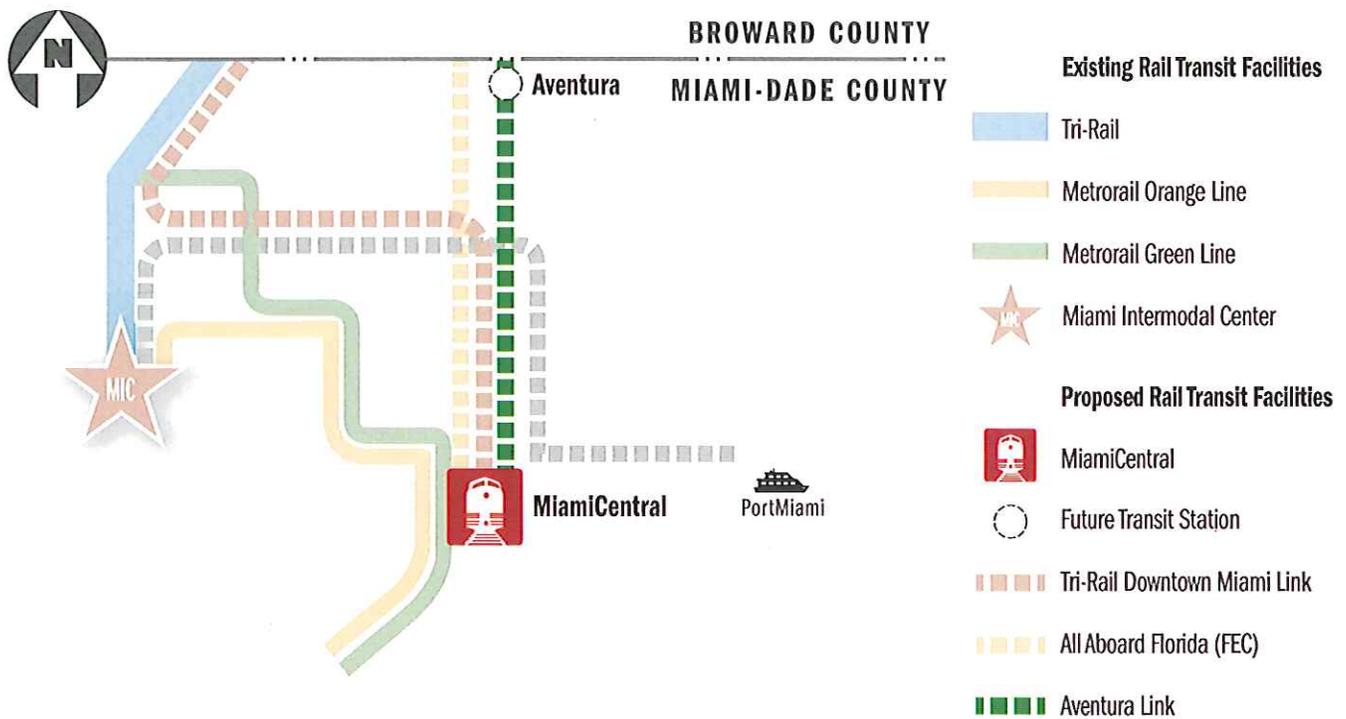
The Tri-Rail Aventura Link can provide a convenient and cost-

effective new commuter rail service in northeastern Miami-Dade by leveraging investments in All Aboard Florida and Tri-Rail Downtown Miami Link service. The project has the additional benefit of serving one of the original People's Transportation Plan (PTP) corridors.

Travel time between Aventura and Downtown Miami would be less than 30 minutes, which is far faster than peak-hour travel times on the highway network and existing transit services.

### Communities Served

- ◇ Communities Served
- ◇ Midtown/Design District/Wynwood
- ◇ City of Miami Upper Eastside
- ◇ North Miami
- ◇ North Miami Beach
- ◇ Aventura



KEY FACTS		
<b>FEC RAILWAY</b> Ownership	<b>5</b> Number of Potential New Stations	<b>29</b> One-way Travel Time (minutes)
<b>13</b> Corridor Length (miles)	<b>26</b> Number of Grade Crossings	<b>\$119 M</b> Estimated Cost
<b>2.6</b> Average Station Spacing (miles)	<b>20/30/60</b> Headways (minutes)	<b>TBD</b> Opening Date

Sources: SFRTA, FDOT TRCL

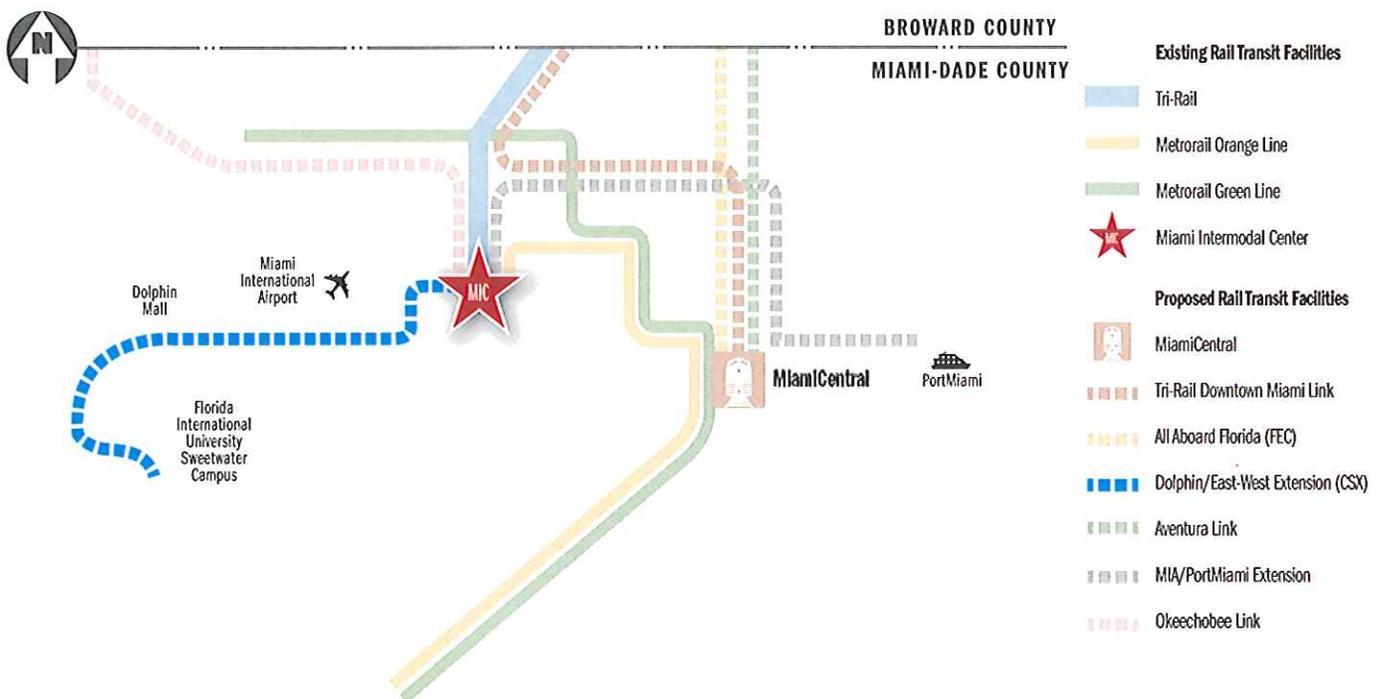
**WESTERN PROJECTS**  
**DOLPHIN/EAST-WEST EXTENSION**



The Dolphin Expressway (SR 836) is the heaviest traveled east-west highway in South Florida, connecting major employment centers, shopping destinations, educational facilities, and large western residential areas.

Frequent congestion and travel delays are experienced on SR 836. Fortunately, an existing rail corridor runs immediately parallel to the Dolphin Expressway and connects with the new Miami Intermodal Center (MIC), allowing for the development of a much needed transit alternative.

Dolphin/East-West Extension would utilize commuter rail or diesel multiple unit (DMU) vehicles to provide a new mobility option between western Miami-Dade County and the Miami Intermodal Center. Travelers could then connect to the new Orange Line Metrorail service to reach Downtown Miami and the Civic Center/Health District.



KEY FACTS		
<b>STATE OF FLORIDA AND CSX</b> Ownership	<b>6</b> Number of Potential New Stations	<b>15</b> One-way Travel Time (minutes)
<b>9 (TO TURNPIKE)</b> <b>11 (TO FIU)</b> Corridor Length (miles)	<b>12</b> Number of Grade Crossings	<b>\$150 to \$190 M</b> Estimated Cost
<b>2</b> Average Station Spacing (miles)	<b>20/30/60</b> Headways (minutes)	<b>TBD</b> Opening Date

Source: SFRTA

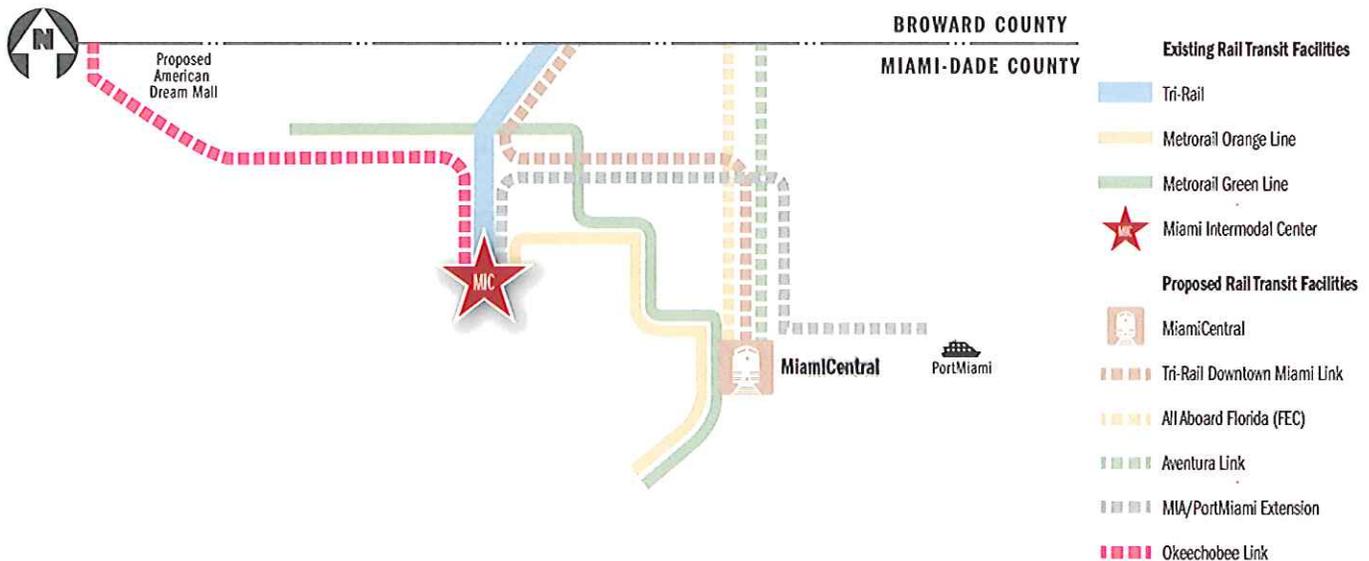


Developer Triple Five has announced plans to construct a new entertainment destination to Northwest Miami-Dade County: American Dream Miami. This megamall will be the largest mall in the United States and will include hundreds of stores, a theme park, indoor ski slope, and a sea lion habitat. It is estimated that the megamall will cost \$4 billion to complete and create 25,000 construction jobs, and as many permanent jobs.

The proposed American Dream mall is planned to be built in Miami Lakes, at the intersection of the Florida

Turnpike and I-75. Planned IRIS connection improvements create an opportunity for a new Tri-Rail service to the American Dream mall to serve its 25,000 new employees.

The Okeechobee Link would connect the mall to the Miami Intermodal Center at Miami International Airport, serving the travel and tourism market.



KEY FACTS		
<b>FCC RAILWAY</b> Ownership	<b>3</b> Number of Potential New Stations	<b>TBD</b> One-way Travel Time (minutes)
<b>9.5</b> Corridor Length (miles)	<b>TBD</b> Number of Grade Crossings	<b>\$325 M</b> Estimated Cost
<b>TBD</b> Average Station Spacing (miles)	<b>TBD</b> Headways (minutes)	<b>TBD</b> Opening Date

Source: SFRTA



SOUTHWESTERN PROJECTS

KENDALL/HOMESTEAD EXTENSION



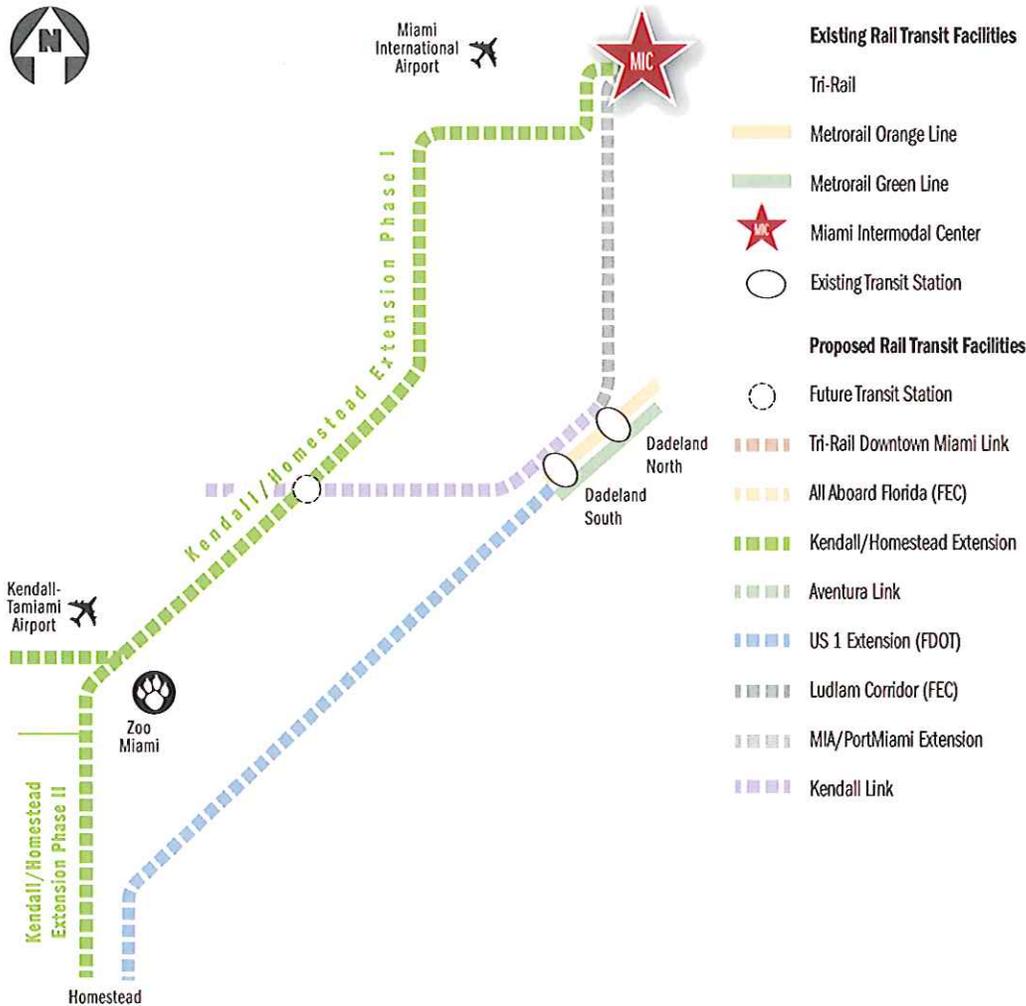
**K**endall experienced massive growth in recent decades. Severe roadway congestion plagues the area, with most residents enduring long commutes to the region's major employment centers. This situation causes

financial hardship for commuters and negatively impacts the Kendall area's quality of life.

The Kendall/Homestead Extension provides a needed new travel option by connecting Kendall to the Miami Intermodal Center (MIC) and other

premium transit services.

New Kendall Corridor service would utilize existing rail rights of way (some of which are already in state ownership) for cost-effective diesel multiple unit (DMU) or commuter rail service.



KEY FACTS

**STATE OF FLORIDA AND CSX**  
Ownership

**2.25**  
Average Station Spacing (miles)

**30**  
One-way Travel Time (minutes)

**16 (TO ZOO MIAMI)  
29 (TO HOMESTEAD)**  
Corridor Length (miles)

**34**  
Number of Grade Crossings

**300 M**  
Estimated Cost

**8**  
Number of Potential New Stations

**20/30/60**  
Headways (minutes)

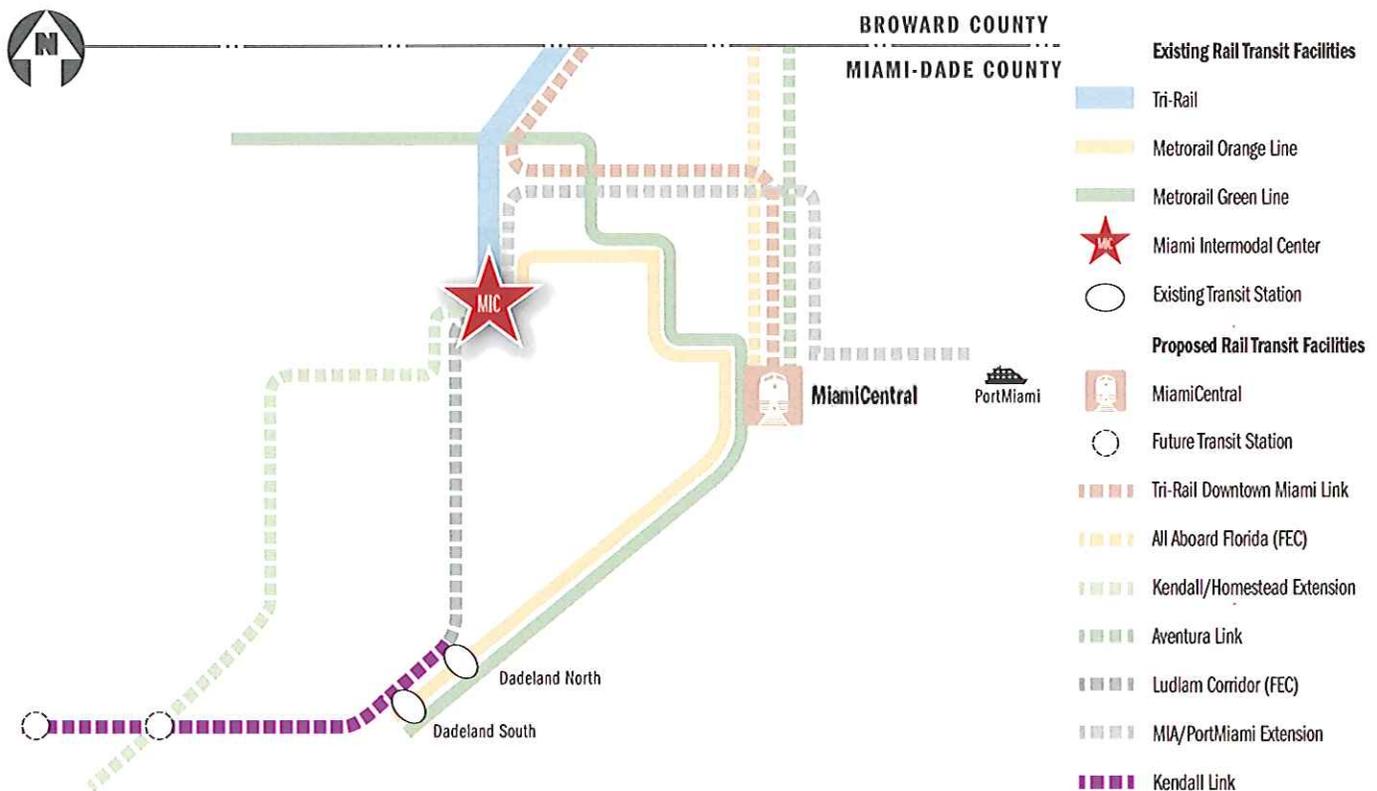
**TBD**  
Opening Date

Source: SFRTA

New premium transit services are needed to provide relief from Kendall's severe traffic congestion. The Kendall Link, a new light rail or DMU service along the Kendall Drive, can be an effective solution to the area's mobility challenges.

The Kendall Link would extend west along the Kendall Drive corridor from Dadeland, connecting to existing Metrorail service and serving the Dadeland area, Baptist Hospital and numerous residential communities.

Cost-effective, phased implementation could occur by extending first to the Don Shula Expressway (SR 874) and CSX corridor, then later past Florida's Turnpike. Connections are also envisioned with transit service on the Kendall/Homestead Extension and Ludlam Corridor.



KEY FACTS		
<b>STATE OF FLORIDA</b> Ownership	<b>5-8</b> Number of Potential New Stations	<b>8 (TO DON SHULA &amp; CSX), 15 (TO TURNPIKE)</b> One-way Travel Time (minutes)
<b>3 (TO DON SHULA &amp; CSX), 5.5 (TO TURNPIKES)</b> Corridor Length (miles)	<b>N/A</b> Number of Grade Crossings	<b>\$150 M (TO DON SHULA &amp; CSX), \$175 M (TO TURNPIKES)</b> Estimated Cost
<b>0.5</b> Average Station Spacing (miles)	<b>TBD</b> Headways (minutes)	<b>TBD</b> Opening Date

Sources: SFRTA, Miami-Dade MPO

**SOUTHWESTERN PROJECTS**  
**US-1 EXTENSION**

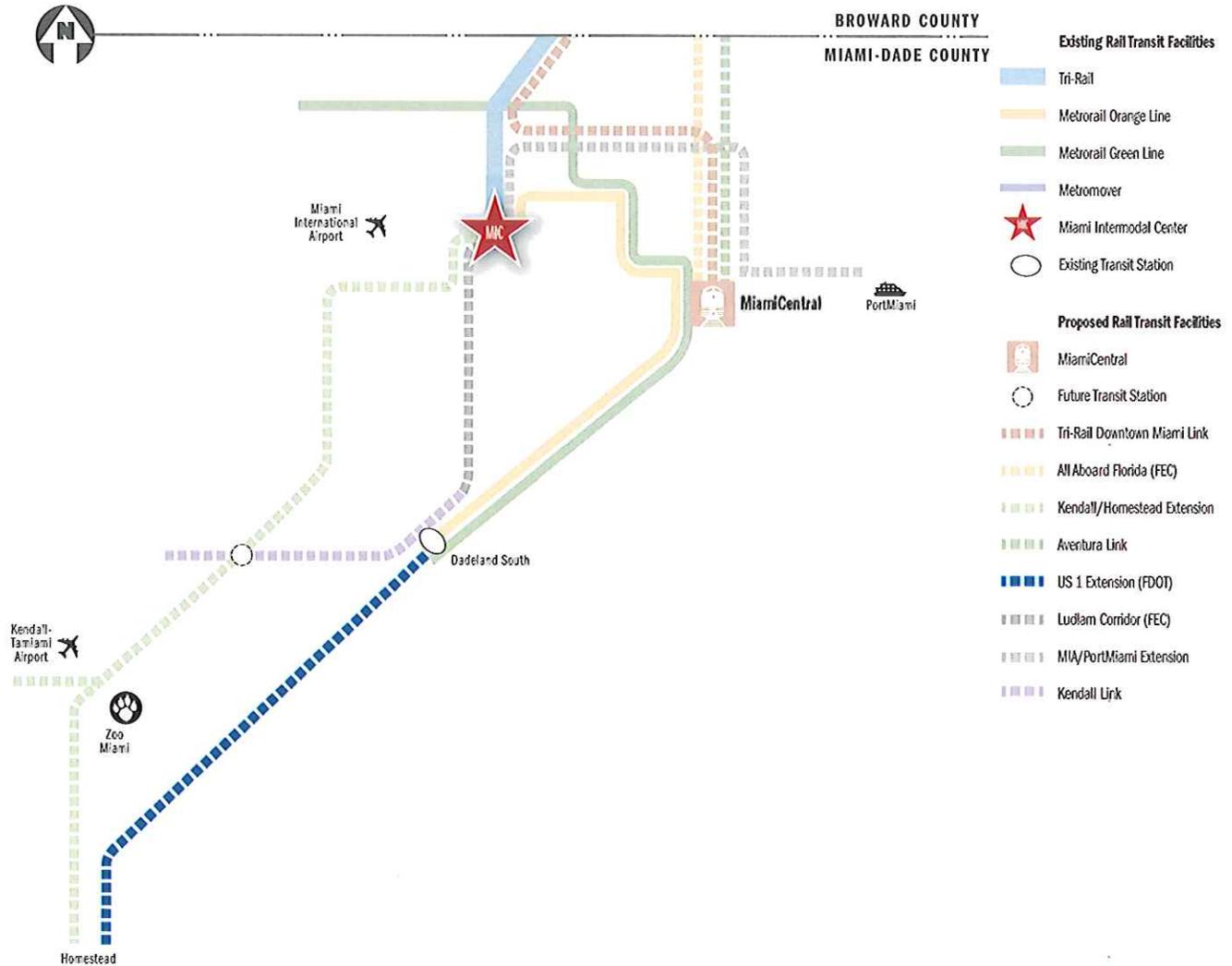


The South Dade Busway, which was built on the former FEC Railway right-of-way, was designed to allow for potential future rail expansion. The population of southern Miami-Dade County continues to grow, along with public

desire for new premium transit options that are not part of highway expansion projects.

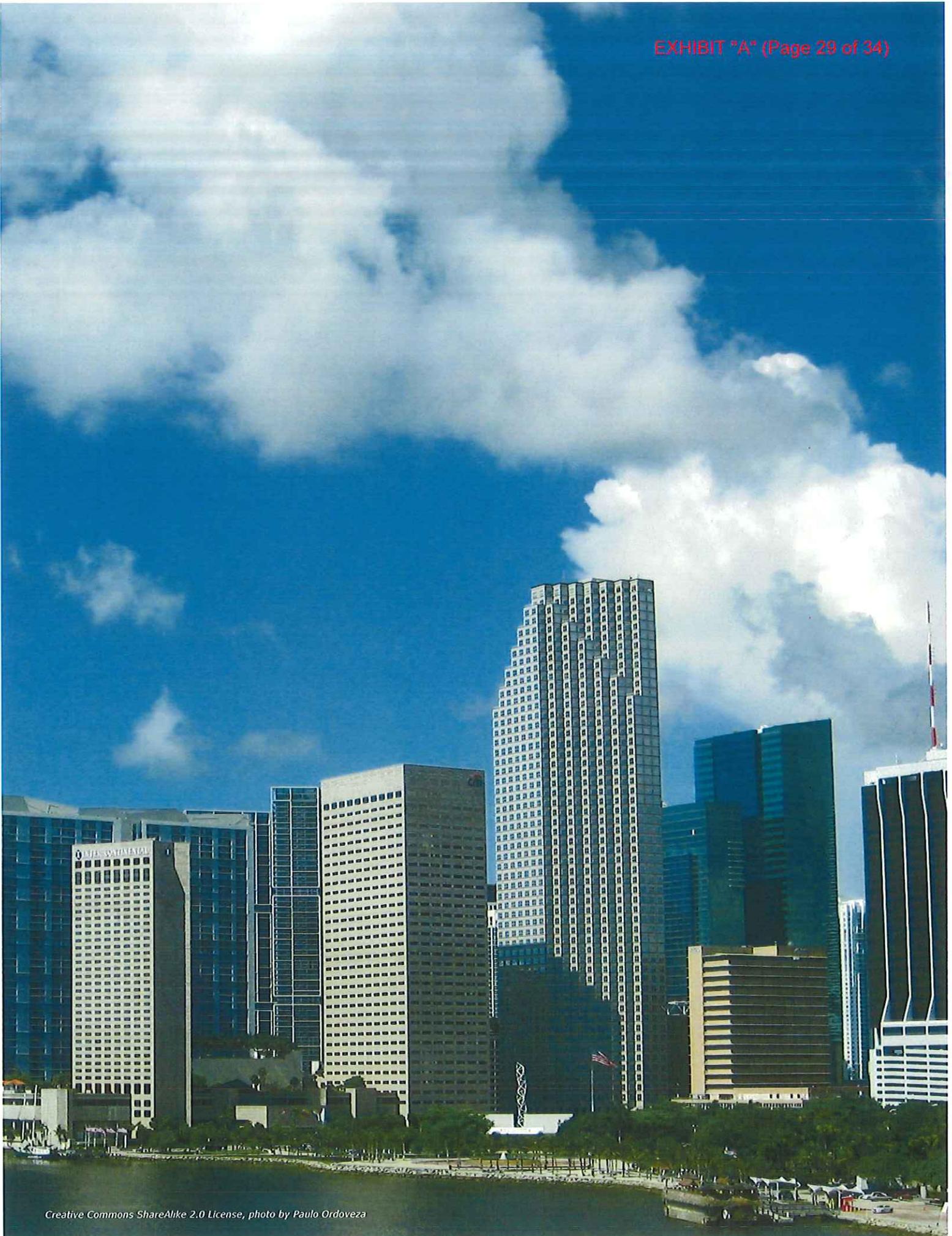
The US-1 Extension would bring new rail service from Dadeland area to Homestead and Kendall. The

expansion of rail service could be done as light rail or DMU service connecting to other initiatives such as the Kendall/Homestead Extension and Ludlum Corridors.



KEY FACTS		
<b>FDOT</b> Ownership	<b>TBD</b> Number of Potential New Stations	<b>TBD</b> One-way Travel Time (minutes)
<b>20</b> Corridor Length (miles)	<b>TBD</b> Number of Grade Crossings	<b>\$500 M</b> Estimated Cost
<b>TBD</b> Average Station Spacing (miles)	<b>TBD</b> Headways (minutes)	<b>TBD</b> Opening Date

Source: SFRTA



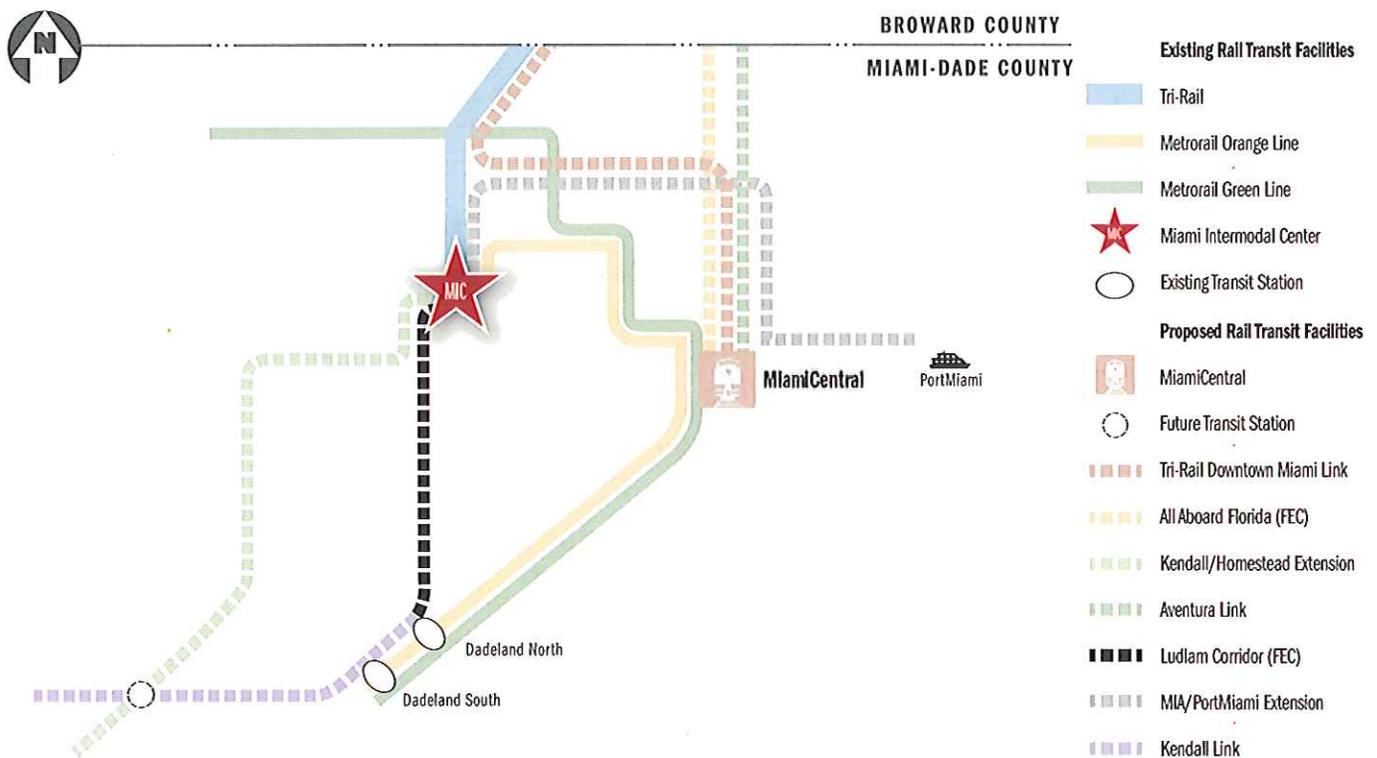
**CENTRAL PROJECTS**  
**LUDLAM CORRIDOR**



The Ludlam Corridor is an inactive railroad corridor owned by the Florida East Coast (FEC) railway that links two of the region's busiest activity centers - Miami International Airport (MIA) and Dadeland.

The corridor also connects to the South Florida Rail Corridor and the new Miami Intermodal Center (MIC). This could allow for a potentially quick, easy, and attractive extension of light rail service.

Light rail or DMU service could share the corridor with the new bicycle & pedestrian trail desired by the community. Analysis by the Miami-Dade MPO has demonstrated that both a trail and transit can effectively fit in the corridor, which is generally 100 feet in width.



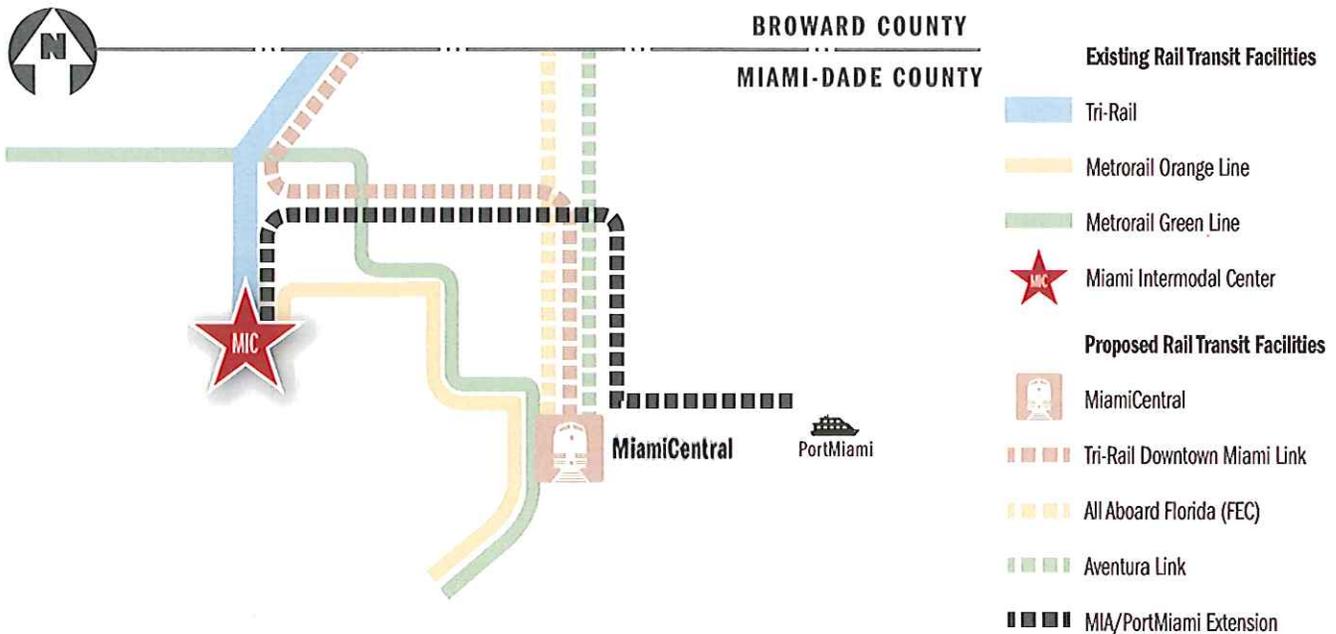
KEY FACTS		
<b>STATE OF FLORIDA AND FEC</b> Ownership	<b>1.5</b> Average Station Spacing (miles)	<b>20</b> One-way Travel Time (minutes)
<b>10</b> Corridor Length (miles)	<b>22</b> Number of Grade Crossings	<b>\$300 M</b> Estimated Cost
<b>7</b> Number of Potential New Stations	<b>20/30/60</b> Headways (minutes)	<b>TBD</b> Opening Date

Source: SFRTA, Miami-Dade MPO

# MIAMI INTERNATIONAL AIRPORT/ PORT MIAMI EXTENSION



This concept would provide strategic Tri-Rail service during high travel demand periods (usually weekends) between the new Miami Intermodal Center (MIC) at Miami International Airport (MIA) and PortMiami. Using the new MIC Central Station, South Florida Rail Corridor (SFRC), and Florida East Coast Railway (FEC) tracks, the service would provide a new congestion free route to cruise ship departure and arrivals at PortMiami. This off-peak service would result in minimal new infrastructure being required.



## KEY FACTS

**STATE OF FLORIDA AND FEC**  
Ownership

**6**  
Average Station Spacing (miles)

**25**  
One-way Travel Time (minutes)

**12**  
Corridor Length (miles)

**37**  
Number of Grade Crossings

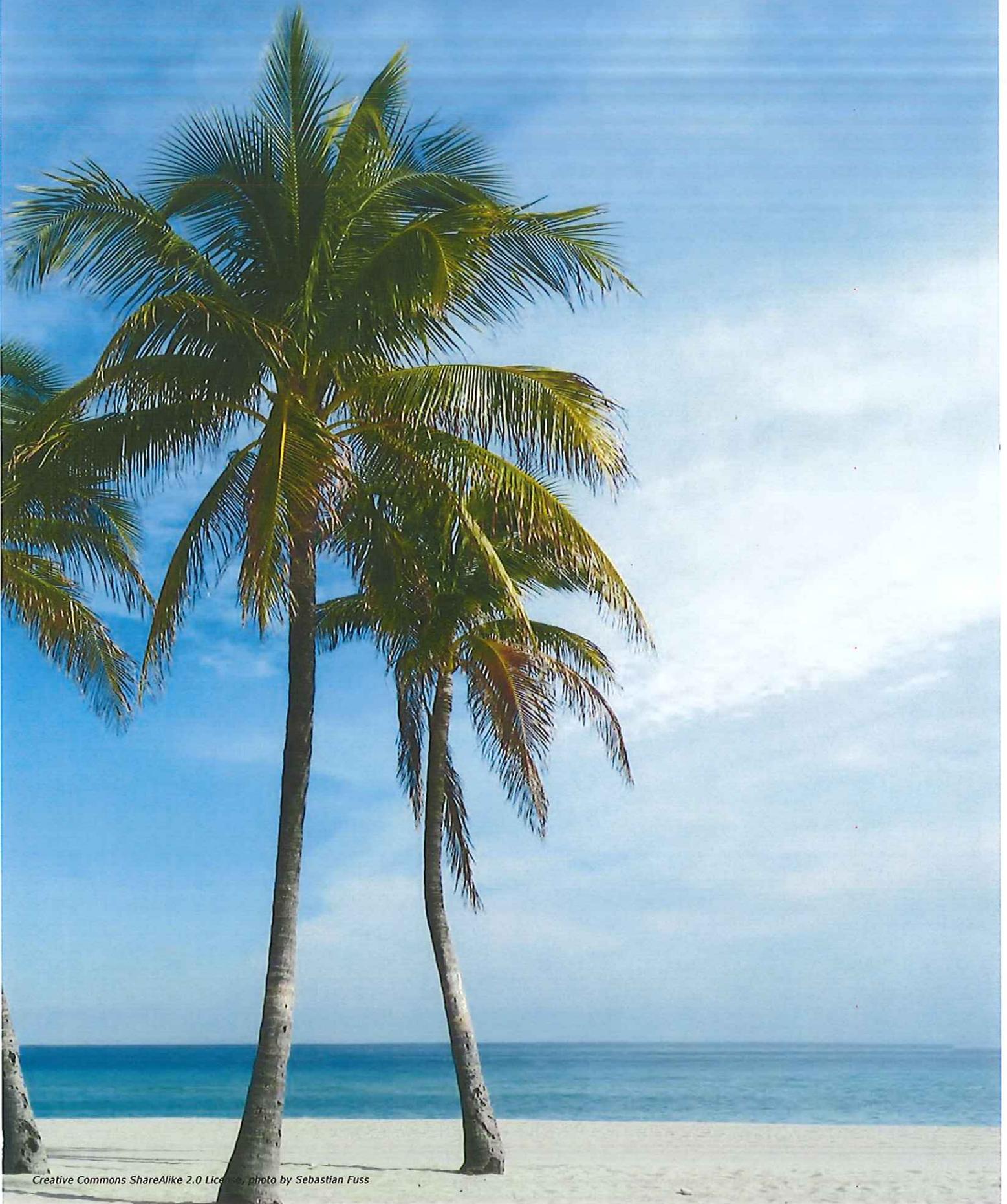
**\$25 M**  
Estimated Cost

**1 OR 2**  
Number of Potential New Stations

**N/A, SPECIAL SERVICE**  
Headways (minutes)

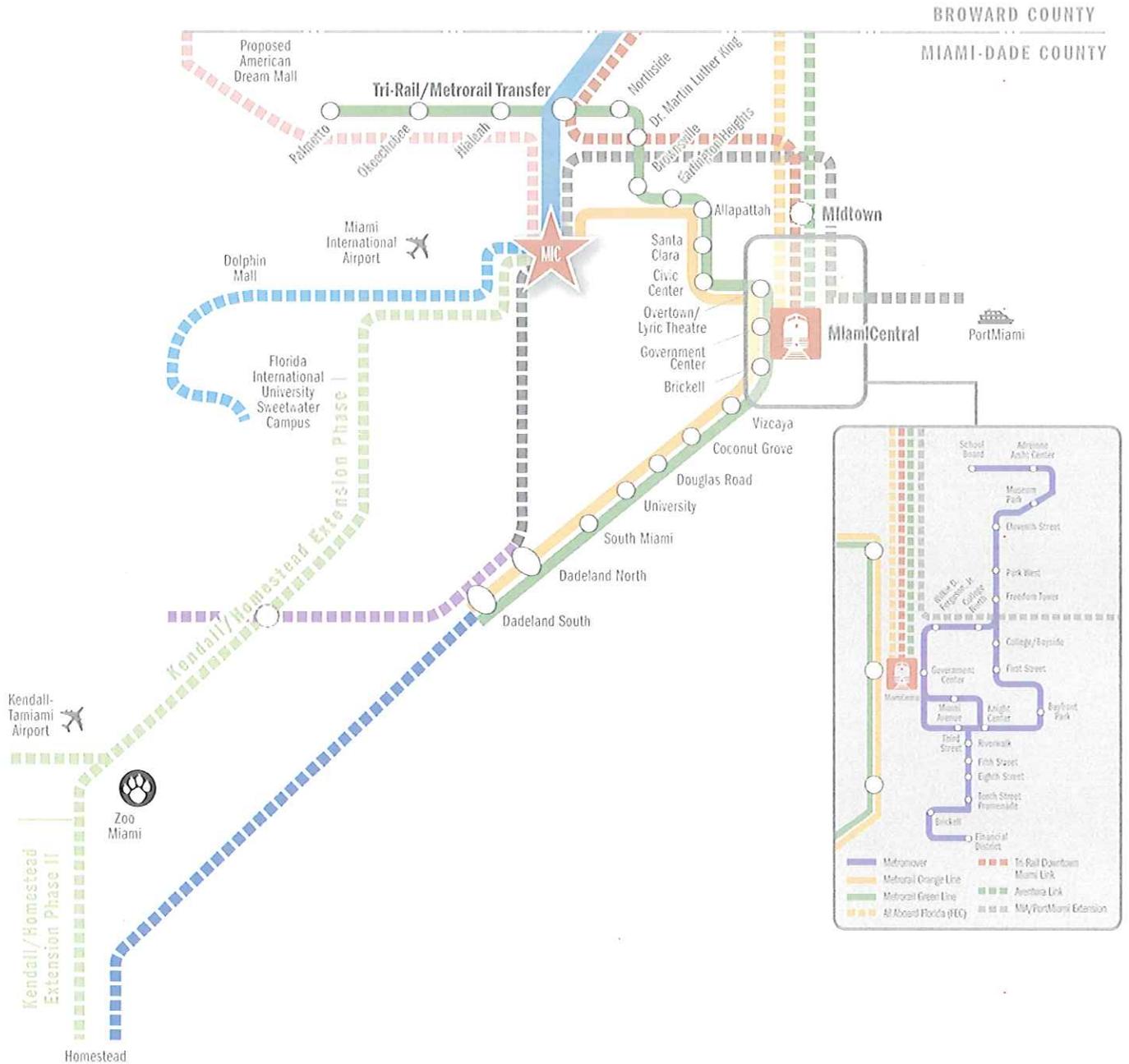
**TBD**  
Opening Date

Source: SFRTA





PRODUCED BY THE SFRTA  
DEPARTMENT OF PLANNING AND CAPITAL DEVELOPMENT



April 2015

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
**MIAMI-DADE COUNTY**  
**RAIL OPPORTUNITIES**  
 Improving Mobility in Miami-Dade County

## RESOLUTION NO.

1  
2  
3       **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**  
4       **VILLAGE OF PALMETTO BAY, FLORIDA URGING THE**  
5       **METROPOLITAN PLANNING ORGANIZATION TO UNDERTAKE A**  
6       **NEW STUDY OF THE SOUTH DADE BUSWAY TO DETERMINE THE**  
7       **NEED FOR ALTERNATIVE TRANSIT OPPORTUNITIES IN SOUTH**  
8       **MIAMI-DADE COUNTY, AND DEVELOP A PLAN OF ACTION TO**  
9       **IMPLEMENT FUTURE TRANSIT OPTIONS FOR SOUTH MIAMI-**  
10       **DADE, WITH A STRONG EMPHASIS ON THE DEVELOPMENT OF A**  
11       **LIGHT RAIL TRANSIT SYSTEM ALONG THE BUSWAY LANE; AND**  
12       **PROVIDING AN EFFECTIVE DATE (Sponsored by Mayor Eugene Flinn.)**  
13

14       **WHEREAS**, the South Dade Busway, located on public right-of-way on what was  
15 originally the Henry Flagler's Florida East Coast (FEC) Railway's link between Miami and Key  
16 West , runs parallel to US 1, including the length of the Village's commercial corridor; and,

17       **WHEREAS**, the South Dade Busway consists of a two-lane roadway designed for the  
18 exclusive use of Miami-Dade Transit buses and local emergency vehicles, and extends from  
19 Florida City to the Dadeland South Metrorail station ; and,

20       **WHEREAS**, in 2006, significant increases in ridership led to the "South Miami-Dade  
21 Corridor Alternative Analysis Report" commissioned by the Metropolitan Planning  
22 Organization (MPO); and,

23       **WHEREAS**, the "South Miami-Dade Corridor Alternative Analysis Report" provided  
24 an evaluation of alternative transportation development options including, Metrorail, light rail  
25 transit (LRT), bus rapid transit (BRT), etc...; and,

26       **WHEREAS**, the study concluded that, over a 10-year period, Metrorail should be  
27 extended from the Dadeland South station to 104<sup>th</sup> Street, BRT should be implemented from  
28 104<sup>th</sup> Street to Florida City, and that LRT should be considered when warranted by ridership;  
29 and,

30       **WHEREAS**, since the study was completed, several South Dade municipalities have  
31 considered plans to develop urban centers along the South Dade Busway; and,

32       **WHEREAS**, LRT systems have become a viable and practical solution to traffic woes in  
33 many American cities, benefiting local communities by boosting economic development,  
34 reducing pollution and traffic congestion and providing drivers with an economical alternative to  
35 automobiles; and,

36       **WHEREAS**, the Village Council wishes to support a new study of the South Dade  
37 Busway to determine the need for alternative transit opportunities and develop a plan of action  
38 to implement future transit options with a strong emphasis on the development of an LRT along  
39 the busway.

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





To: Honorable Mayor and Village Council

Date: November 2, 2015

From: Edward Silva, Village Manager

Re: US 1 Highway Median Landscape  
Bid Award (ITB No. 1415-11-05)

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF PLANT PROFESSIONAL, INC. TO LANDSCAPE TWO (2) MEDIANS ON THE US 1 HIGHWAY (STATE ROAD 5); AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay was previously awarded the 2014 Florida Highway Beautification Council Grant in the amount of \$45,000 from the Florida Department of Transportation. The scope of work included the removal of existing landscape and the installation of new landscape within the US-1 medians.

Following the design phase and approval of the landscape design contract by the Village Council, the Procurement Office prepared an Invitation to Bid (ITB) to solicit proposals from landscape companies to remove and install new landscaping as a beautifying project for (2) two medians on US1/SR5 Highway.

Invitation to Bid No. 1415-11-05 was advertised on October 7, 2015. The bid closing was held on October 23, 2015 and a total of (3) three bids were received from the following companies:

- |                              |                              |
|------------------------------|------------------------------|
| 1. SFM Services              | Total Bid Price \$196,786.90 |
| 2. Plant Professionals, Inc. | Total Bid Price \$152,062.20 |
| 3. VisualScape               | Total Bid Price \$173,297.85 |

After a thorough review of the bid documents provided by all three ITB responders, it was determined that Plant Professionals, Inc. was the lowest, responsible bidder in accordance with the requirements of the ITB solicitation. The proposed resolution approves the selection of Plant Professionals, Inc. and authorizes the Village Manager to enter into contract negotiations with the company.

**BUDGETARY IMPACT:**

Funding for this has been appropriated, as follows:

2014 Florida Highway Beautification Council Grant-	\$ 45,000.00
The Rest of the Funds have been budgeted under Special revenue "Gas Tax" in fiscal year 2015-2016	\$107,062.20
Total Cost	\$152,062.20

**RECOMMENDATION:**

Approval is recommended in accordance with the Village's procurement policies.

Attachments:

1. Bid Opening – Invitation to Bid 1415-11-05;
2. Award Recommendation;
3. Bid Tabulation & Checklist;
4. Bid Form- Plant Professionals, Inc.;
5. Resolution No. 2014-40 Approving 2014 Florida Highway Beautification Council Grant.

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RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SELECTION OF PLANT PROFESSIONAL, INC. TO LANDSCAPE TWO (2) MEDIANS ON THE US 1 HIGHWAY (STATE ROAD 5); AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palmetto Bay was previously awarded a grant from the Florida Department of Transportation for highway beautification and plantings; and,

**WHEREAS**, on June 23, 2015 the Village Council approved the landscape design for two (2) medians on the US 1 Highway, located at SW 160<sup>th</sup> Street to SW 168<sup>th</sup> Street and Wayne Avenue to SW 183<sup>rd</sup> Street; and,

**WHEREAS**, the Village of Palmetto Bay's Procurement Office prepared and issued Invitation to Bid (ITB) No. 1415-11-05 for the purpose of soliciting proposals from qualified landscape companies for landscape removal and installation on two (2) medians on US 1, in accordance with the approved landscape design; and,

**WHEREAS**, three responses were received, and Plant Professional, Inc. was the lowest, responsible bidder, with a total bid price of \$152,062.20; and,

**WHEREAS**, the Village wishes to select Plant Professional, Inc. to provide landscape removal and installation services to beautify the US 1 medians formerly identified.

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

**Section 1.** The Village Council hereby approves the selection of Plant Professional, Inc. to provide landscape removal and installation services in response to ITB No. 1415-11-05.

**Section 2.** The Village Manager is authorized to negotiate a contract with said company in an amount not to exceed \$152,062.20.

**Section 3.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this \_\_\_\_\_ day of November, 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:



VILLAGE OF PALMETTO BAY  
BID OPENING - INVITATION TO BID - ITB: 1415-11-05  
US1 HIGHWAY/STATE ROAD 5 MEDIAN LANDSCAPING  
OCTOBER 23, 2015 - 3:00 PM

Proposer:

SFM Services  
Plant Professionals, Inc  
Visualscape  
   
   
 

Total Price:

\$ 19~~8~~<sup>7</sup>6,786.90  
\$ 152,062.20  
\$ 173,297.85  
   
   
 

Opening conducted and verified by:

Meighan J. Alexander  
Meighan J. Alexander  
Village Clerk

Witnesses:

Melissa Dodge  
Melissa Dodge  
Print Name

Litsey Pittman  
Litsey Pittman  
Print Name

10-23-15P03:01 RCVD

Village of Palmetto Bay  
Finance Department Procurement Action  
AWARD RECOMMENDATION



To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 10/26/2015

RFP/ITB#: 1415-11-05 - US1/SR5 MEDIAN LANDSCAPE Item/Service: ITB# 1415-11-05 LAP PROJECT 435828-1-74-01

Attached are apparent low bid(s) and a tabulation for subject items/services per LAP Contract# ARP98. Please return this form to the Procurement Specialist as soon as possible. Would like to present this to Council on November 4, 2015 for Selection.

**I. Procurement Comments:**

During the administrative review of bid submittals for ITB 1415-11-05 it was found that Plant Professional, Inc. was the lowest bidder. The bid submittal included all required documentation, licenses, references and addendum acknowledgements. The Company also projected the capability and requirements that is required by FDOT and the Village under the "Scope of Services". Tabulation is included with this recommendation.

**II. Recommendation:**

a. Which bid is being recommended? Plant Professional, Inc.

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

If No, is the variance considered: Minor  Major

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

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

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

**III. Procurement Action/Recommendation(s):**

The Procurement Specialist has reviewed all responses and recommends to proceed with award to select Plant Professionals, Inc. , with a total initial amount of \$ 152,062.20.

**IV. Recommendation Approval:**

Signature/Date [Signature]  
Litsy C. Pittser, Procurement Specialist

Signature/Date [Signature]  
Desmond Chin, Finance Director

Signature/Date \_\_\_\_\_  
Corrice Patterson, Public Works Director

Signature/Date \_\_\_\_\_  
Edward Silva, Village Manager



# Village of Palmetto Bay

Bid Tabulation & Checklist -- Invitation to Bid No. 1415-11-05

US/SRS MEDIAN LANDSCAPE

Bid Open Date: October 23rd at 3:00pm

	SFM Services, Inc.	Plant Professionals	VisualScape, Inc.
<i>Proposal Amount</i>			
<b>Total Bid:</b>	\$196,786.90	\$152,062.20	\$173,297.85
<i>Proposal Checklist</i>			
Price Form completed and executed in accordance with the Terms and Conditions, and the Scope of Services	✓	✓	✓
Preconference Site Inspection	✓	✓	✓
Bid Bond	✓	✓	✓
Bidder Qualifications	✓	✓	✓
Insurance	✓	✓	✓
Licenses	✓	✓	✓
Overall Completeness of Proposal Submittal	✓	✓	✓
Copies of Bid and Village Required Forms	✓	✓	✓
Addendum Acknowledgment - Since this was a re-Bid, there were no questions asked, therefore no addendum	N/A	N/A	N/A
References	✓	✓	✓

Note: Strikethrough denotes mathematical error by bidder.

**SECTION 6.0 BID FORM**

<b>BID FORM</b> <b>Page 1 of 7</b>	
<b>Deliver Bid to:</b> Village Clerk Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, FL 33157	<b>ITB No. 1415-11-05</b>  <b>US1 Highway/State Road 5 Median Landscaping</b>
To be opened and publicly read, Friday, October 23 <sup>rd</sup> , 2015 at 3:00pm	
Bidder Name:	Phone Number:
PLANT PROFESSIONALS, INC	305-259-0503
Mailing Address:	Fax Number:
12027 SW 114 PLACE	305-259-3284
Village, State, & Zip Code:	Toll Free Number:
MIAMI, FL 33176	
Bid Contact Person: (Please print clearly)	F.E.I.D. Number:
MARIA C DROTAR	47-0858491
Bid Guaranty/Bond Enclosed in the amount of: (When Required)	Email Address:
5% \$7,603.11	plantprofessionals@yahoo.com
Total bid amount for items on Page 2 of Bid Form in figures (Lump sum); Do not include optional pricing:	
\$ 152,062.20	
Total bid amount for items on Page 2 of Bid Form (Written); Do not include optional pricing:	
one hundred and fifty-two thousand and sixty-two dollars and twenty cents	

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

**Bid Form**

Page 2 of 7

**US1 Highway/State Road 5 Median Landscaping**

Item No.	Common Name	Description	Quan.	Unit Price	Total Cost
<i>Median 1 - (SW 160<sup>th</sup> Street to SW 168<sup>th</sup> ST)</i>					
MED1-1	Southern Live Oak	5 Gal - 20' Height	5	\$2,295.00	\$11,475.00
MED1-2	Sabal Palm	14' - 16' CT	7	\$310.50	\$2,173.50
MED1-3	Sabal Palm	18' - 20' CT	7	\$324.00	\$2,268.00
MED1-4	Sabal Palm	24' - 26' CT	7	\$337.50	\$2,362.50
MED1-5	Florida Thatch Palm	4' - 6' OAH	20	\$270.00	\$5,400.00
MED1-6	Florida Thatch Palm	6' - 8' OAH	11	\$472.50	\$5,197.50
MED1-7	Orange Bromeliad	34" HT	19	\$94.50	\$1,795.50
MED1-8	Imperial Bromeliad	24" x 24"	13	\$202.50	\$2,632.50
MED1-9	Wild Coffee	24" Ht	51	\$10.80	\$550.80
MED1-10	Bahama Cassia	24" Ht	95	\$21.60	\$2,052.00
MED1-11	Silver Saw Palmetto	24" x 24"	165	\$75.00	\$12,375.00
MED1-12	Oolitic Limerock Boulder	24" - 36" DIA	1,348 sf	\$1.91	\$2,574.68
MED1-13	Oolitic Limerock Gravel	½" Screened	1,348 sf	\$1.49	\$2,008.52
MED1-14	St. Augustine Palmetto	Sod	7,180 sf	\$1.28	\$9,190.40
MED1-15	Tree Removal	Variety of Species (6' -20' Ht.) Ht	12	\$288.95	\$3,467.40
Subtotal For Median 1:					\$65,523.30

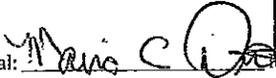
**Bid Form**

Page 3 of 7

**US1 Highway/State Road 5 Median Landscaping**

Item No.	Common Name	Description	Quan.	Unit Price	Total Cost
<i>Median 2 - (Wayne Avenue to SW 183<sup>RD</sup> Street)</i>					
MED2-1	Southern Live Oak	5 Gal - 20' Height	3	\$2,295.00	\$6,885.00
MED2-2	Sabal Palm	14' - 16' CT	10	\$310.50	\$3,105.00
MED2-3	Sabal Palm	18' - 20' CT	6	\$324.00	\$1,944.00
MED2-4	Sabal Palm	24' - 26' CT	6	\$337.50	\$2,025.00
MED2-5	Florida Thatch Palm	4' - 6' OAH	19	\$270.00	\$5,130.00
MED2-6	Florida Thatch Palm	6' - 8' OAH	13	\$472.50	\$6,142.50
MED2-7	Orange Bromeliad	34" HT	19	\$94.50	\$1,795.50
MED2-8	Imperial Bromeliad	24" x 24"	18	\$202.50	\$3,645.00
MED2-9	Wild Coffee	24" Ht	51	\$10.80	\$550.80
MED2-10	Bahama Cassia	24" Ht	94	\$21.60	\$2,030.40
MED2-11	Silver Saw Palmetto	24" x 24"	238	\$81.00	\$19,278.00
MED2-12	Oolitic Limerock Boulder	24" - 36" DIA	1,620 sf	\$1.91	\$3,094.20
MED2-13	Oolitic Limerock Gravel	½" Screened	1,620 sf	\$1.49	\$2,413.80
MED2-14	St. Augustine Palmetto	Sod	19,105 sf	\$1.28	\$24,454.40
MED2-15	Tree Removal	Variety of Species (8' - 20' Ht.) Ht	14	\$288.95	\$4,045.30
Subtotal For Median 2:				\$86,538.90	

CONTRACTOR: PLANT PROFESSIONALS, INC

Signature of Official:  (typed): MARIA C. DROTAR

Title: PRESIDENT Date: 10/19/2015

**Bid Form**

**Page 4 of 7**

**US1 Highway/State Road 5 Median Landscaping**

TOTAL BID AMOUNT FOR ITEMS IN MEDIAN 1 AND 2 : \$ 152,062.20

TOTAL BID AMOUNT FOR ITEMS (WRITTEN): <sup>(LUMP SUM)</sup> one hundred and fifty-three thousand and sixty-two dollars and twenty cents

CONTRACTOR: PLANT PROFESSIONALS, INC

Signature of Official: Maria C. Drotar Name (typed): MARIA C. DROTAR

Title: PRESIDENT Date: 10/19/2015

**Bid Form**

**Page 5 of 7**

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

REQUIRED	ENCLOSED	REQUIREMENT	REFERENCE SECTION
✓	X	Pre-Conference/Site Inspection	3.3
✓	X	Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	3.2
✓	X	Bid Guaranty	3.21
✓	X	Bidder Qualifications	2.22
✓	X	Copies of Bid and Village Required Forms	2.8
✓	X	Insurance	2.65
✓	X	Licenses	3.15
✓	X	References	2.21
When Required		Samples (If Applicable)	2.58
✓	X	Guarantee/ Warranty Information (If Applicable)	2.71.1.2/2.49

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

The undersigned Bidder hereby proposes and agrees that:

1. If this Bid is accepted, to enter into an agreement with the Village of Palmetto Bay in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and all subsequent documents, Contracts, or Agreements, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of the Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within ten (10) calendar days after the date of the Village's Notice of Intent to Award.

**Bid Form**  
**Page 6 of 7**

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

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

The project includes landscaping to two median areas located in the center of the north and south-bound lanes of US-1 Highway/State Road 5 in the general area from SW 160<sup>TH</sup> ST south to SW 183<sup>RD</sup> ST as identified in this proposal package (see Exhibit E). The first median begins at the intersection of US-1 Highway/State Road 5 and SW 160<sup>th</sup> Street and runs south to the intersection of SW 168<sup>th</sup> ST and US-1 Highway/State Road 5. The second median begins at the intersection of US-1 Highway/State Road 5 and Wayne Avenue and runs south to the intersection of SW 183<sup>rd</sup> Street Road and US-1 Highway/State Road 5. Work under this contract shall consist of furnishing all equipment, materials, supplies, and manufactured articles and for performing all labor, work, or other operations required for the fulfillment of the contract in strict accordance to the contract documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in contract documents, which may

**Bid Form**  
**Page 7 of 7**

be necessary for the complete, and proper construction of the work in good faith shall be performed, furnished, and installed by the contractor as though originally so specified or shown, at no additional cost to the Village of Palmetto Bay, Florida.

6. It is proposed that the Project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this Contract based on the Total Bid Amount, and in accordance with Section 2.20 (Award of Bid) in the Instructions to Bidders.

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

SUBMITTED THIS 23 DAY OF OCTOBER 2015.

BID SUBMITTED BY:

Maria C. Drotar      10/19/2015  
Signature and Date

PRESIDENT  
Title

MARIA C. DROTAR  
Name

PLANT PROFESSIONALS, INC  
Company

END OF SECTION

# Exhibit "B"

## RESOLUTION NO. 2014-40

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; FURTHER AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE 2014 FLORIDA HIGHWAY BEAUTIFICATION COUNCIL GRANT FUNDING IN AN AMOUNT OF \$45,000 FOR BEAUTIFICATION OF US-1 MEDIANS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, each year, the Florida Department of Transportation (FDOT) provides grant funding to cities and counties for highway beautification plantings; and

**WHEREAS**, the Village Council approved Resolution 2013-71 authorizing the Department of Public Works to submit an application to solicit FY13-14 Florida Highway Beautification Council Grant funding in an amount not to exceed \$90,000; and

**WHEREAS**, the application as submitted has been selected by the Florida Highway Beautification Council to receive a grant to fund the design and installation of landscape for placement within the medians on that stretch of US-1 from south of SW 136<sup>th</sup> ST to north of SW 184<sup>th</sup> ST; and

**WHEREAS**, 50/50 match is required (50% grant/50% applicant); and grant in an amount of \$45,000, with the Village's \$45,000 match, can be used only for the cost allowed by Section 399.2405(11), Florida Statutes; and

**WHEREAS**, the Department of Public Works has funding in an amount of \$30,000 allocated for the Village's forestry program and the Planning and Zoning Department has \$15,000 from the Landscape Mitigation program.

**WHEREAS**, the landscape improvements proposed will provide and instantly create a welcoming and enjoyable experience to visitors and residents with landscape safely placed along this highly traveled state road and also identify the gateway points into the Village; and

**WHEREAS**, the Department of Public Works recommends that it is in the best interest of the Village Council to approve a resolution accepting the grant award (\$45,000) and terms as detailed in the attached award letter; and,

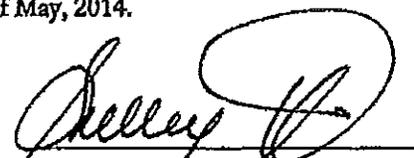
**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The Village Manager is authorized to accept a grant award of \$45,000 from FDOT Florida Highway Beautification Council and execute the required agreements within one year from the date of the award letter.

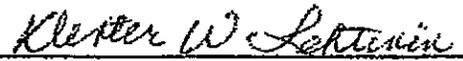
**Section 2.** This Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of May, 2014.

Attest:   
Meighan J. Alexander  
Village Clerk

  
Shelley Stanczyk  
Mayor

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

  
Dexter W. Lehtinen  
Village Attorney

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore	<u>YES</u>
Council Member Tim Schaffer	<u>YES</u>
Council Member Joan Lindsay	<u>YES</u>
Vice-Mayor John DuBois	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>