

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

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VILLAGE ATTORNEY; SELECTING \_\_\_\_\_ TO SERVE AS VILLAGE ATTORNEY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT THAT SHALL RETURN TO COUNCIL FOR APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.7 of the Village Charter empowers the Village Council to appoint an individual attorney or a law firm to act as the Village Attorney; and,

WHEREAS, on November 14, 15, and 18<sup>th</sup> of 2013, the Request for Proposals for Village Attorney/Professional Legal Services (RFP 2013-002) was advertised in the Miami Daily Legal Review. Six firms provided sealed bids and said bids were formally opened on December 20, 2013; and,

WHEREAS, at the Council Meeting of January 6, 2014, the Village Council received all proposals, subsequently conducted individual interviews, and held public presentations at the Council Workshop of February 19, 2014.

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

**Section 1:** \_\_\_\_\_, is selected to serve as Village Attorney.

**Section 2:** The Village Manager is authorized to negotiate a contract pursuant to the terms and conditions proposed in the Request for Proposals. The contract shall return for approval by the Village Council on April 7, 2014.

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

PASSED and ADOPTED this \_\_\_\_\_ day of March, 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:

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John R. Herin, Jr.  
Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	_____
Council Member Tim Schaffer	_____
Council Member Joan Lindsay	_____
Vice-Mayor John DuBois	_____
Mayor Shelley Stanczyk	_____

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

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE TREE ADVISORY BOARD, APPOINTING A MEMBER TO THE VILLAGE OF PALMETTO BAY TREE ADVISORY BOARD; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2009, the Village of Palmetto Bay, through adoption of Ordinance 09-02, created the Village of Palmetto Bay Tree Advisory Board to promote the general welfare and to encourage the preservation of green space and the environment by reviewing and making recommendations as to developing and administering a comprehensive tree management program. Additionally, the Tree Advisory Board would assist the Village in developing an urban or community forestry program, and ultimately, an annual, systematic management of the Village's tree resources, including, tree planting, maintenance and removal program for trees on streets, parks and other public places;

WHEREAS, Ordinance 09-02 defines the membership, meeting requirements, conflict of interest, and duties of the Tree Advisory Board. The term of a member has expired and resigned due to being elected to the Council.

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

Section 1. The following individual is appointed:

Craig Grossenbacher (2 year term – Appointment by Mayor Stanczyk)

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

PASSED and ADOPTED this \_\_\_\_\_ day of March, 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:

\_\_\_\_\_  
John R. Herin, Jr.  
Interim Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore \_\_\_\_\_  
Council Member Tim Schaffer \_\_\_\_\_  
Council Member Joan Lindsay \_\_\_\_\_  
Vice-Mayor John DuBois \_\_\_\_\_  
Mayor Shelley Stanczyk \_\_\_\_\_



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To: Honorable Mayor and Village Council

Date: February 24, 2014

From: Ron E. Williams, Village Manager

Re: Police Services Interlocal Agreement

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO LOCAL POLICE SERVICES INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY; EXTENDING POLICE SERVICES AGREEMENT FOR FIVE YEARS; AUTHORIZING TRANSMISSION TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY PROVIDING AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

After inception in 2002, the Village executed an interlocal agreement for local police services with Miami-Dade County. The charter provided that an initial three year period for local police services would be provided by Miami-Dade County. The current contract is expiring and the parties have negotiated terms relating to continued services.

The new interlocal for police services agreement shall be effective July 1, 2014 and shall expire at midnight on July 1, 2019, unless terminated earlier as specified in Article XXII.

**FISCAL/BUDGETARY IMPACT:**

Miami Dade County Police Department will continue to provide local patrol services as more identified and delineated in the Village's annual budget.

**RECOMMENDATION**

Approval.

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RESOLUTION NO. 2014-\_\_

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO LOCAL POLICE SERVICES INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY; EXTENDING POLICE SERVICES AGREEMENT FOR FIVE YEARS; AUTHORIZING TRANSMISSION TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village, upon incorporation in 2002, agreed to exclusively utilize the Miami-Dade County Police Department for patrol staffing for an initial period of three years; and,

WHEREAS, the Village thereafter renegotiated the contract with Miami-Dade County and extended the police local patrol services agreement; and,

WHEREAS, the third contract expires on July 1, 2014 and the parties have negotiated a new five year police local patrol service agreement with Miami-Dade County; and,

WHEREAS, the Mayor and Village Council desire to execute the attached interlocal agreement for a five year period with Miami-Dade County for police local services.

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

**Section 1.** The above whereas clauses are incorporated by reference herein.

**Section 2.** The attached interlocal agreement is incorporated by reference into this agreement and the Village Manager is authorized to execute same.

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

PASSED and ADOPTED this 3<sup>rd</sup> day of March, 2014.

Attest:

\_\_\_\_\_  
Meighan 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:

1 \_\_\_\_\_  
2 John R. Herin, Jr.  
3 Interim Village Attorney  
4 FINAL VOTE AT ADOPTION:  
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6 Council Member Patrick Fiore \_\_\_\_\_  
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8 Council Member Tim Schaffer \_\_\_\_\_  
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10 Council Member Joan Lindsay \_\_\_\_\_  
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12 Vice-Mayor John DuBois \_\_\_\_\_  
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14 Mayor Shelley Stanczyk \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN  
MIAMI-DADE COUNTY AND  
THE VILLAGE OF PALMETTO BAY FOR  
LOCAL POLICE PATROL SERVICES**

THIS AGREEMENT, by and between the Village of Palmetto Bay, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "the Village"), and Miami-Dade County, Florida (hereinafter referred to as "MDC").

WHEREAS, the Village is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management; and,

WHEREAS, the Village shall have the flexibility to determine the level and deployment of police services and to establish service priorities; and,

WHEREAS, MDC law enforcement personnel of the Miami-Dade Police Department (hereinafter referred to as "MDPD") shall be responsive to the residents, businesses, and visitors of the Village, and shall work cooperatively with the Village to prevent and deter crime, solve crimes, maintain public order, and address emerging trends; and,

WHEREAS, MDC has agreed to render to the Village, a continuing high level of competent professional police service and the Village is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and,

WHEREAS, the Village is desirous of providing its daily police services through a contractual relationship with MDC; and,

WHEREAS, the parties' interest is to develop a relationship in order to effectively serve the Village and its citizens, and,

WHEREAS, MDC and the Village agree to abide by the following principles:

1. MDPD employees shall be responsive to the citizens and visitors of the Village.
2. MDPD employees shall work cooperatively with Village organizations, in a problem-solving mode, to maintain the safety and welfare of Village residents and visitors.
3. MDC shall provide, at a reasonable cost, efficient, high quality and appropriate law enforcement services, supported by technology that furthers the goals and expectations of the Village and MDC. New technology shall be implemented, as it becomes available, unless otherwise mutually agreed upon by the contracted parties.
4. The Village desires MDC to provide a high service level of police services within its municipal boundaries, as provided in this Agreement, and MDC desires to provide a high level of service.

5. MDC shall provide to the Village for the term of this Agreement, and any extensions of the term in accordance with the provisions of this Agreement, competent professional police services within and throughout the municipal boundaries of the Village to the extent and in the manner agreed upon by the parties.

NOW THEREFORE, in consideration of the mutual promises and covenant contained in this first addendum, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

## ARTICLE I

### PURPOSE AND INTENT

MDC shall provide to the Village, competent, courteous, lawful, efficient and effective local police services, as specified and for the term prescribed in this Agreement. The Village shall pay for and cooperate with, MDC in the provision of those law enforcement services.

The "Whereas" clauses express the intent of the parties and are incorporated into this Agreement.

## ARTICLE II

### DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

*Assistant Director* means, the Assistant Director of MDPD who is responsible for overseeing the Village Commander's compliance with the contractual terms and conditions of this Agreement.

*Call-For-Service* means, a request, received from the public, requiring a police response or assistance.

*Director* means, the Director of the Miami-Dade Police Department.

*Enhanced Enforcement Initiative (EEI)* means, monies designated, in addition to the normal operating budget, that are utilized by the Village Commander to address crime trends, Village initiatives, and quality of life issues within the Village. The amount of these funds are designated by the Village Manager and funded by the Village.

*Fringe Benefits* means, benefits afforded employees of the Miami-Dade Police Department, including FICA, MICA, Retirement and all associated insurance and longevity payments.

*Strategic Planning and Development Section (SPDS)* means, a Section within the Miami-Dade Police Department that provides assistance to municipal governments, other Miami-Dade County Departments, and departmental elements within MDPD to resolve issues, verify information, and submit requests for information that are relevant to incorporation and annexation. Additionally, SPDS

shall be responsible for ensuring MDPD's compliance with contractual stipulations and shall act as a liaison between the Village and Departmental elements.

*Patrol Activity or Activities* means, those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, preventive and directive patrolling, maintaining public order, and providing service to the community. Such activities include, but are not limited to: directing and enforcing traffic laws, directing, controlling, and preventing traffic crashes, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, issuing traffic citations and reporting quality of life issues.

*Patrol Personnel* means, MDPD law enforcement personnel assigned to uniform police patrol in the Village.

*Patrol Unit* means one marked patrol vehicle or motorcycle unit and includes, but is not limited to: one (1) uniformed police officer and all standard support equipment as described in Exhibit A.

*Police Patrol Package* means, the standard equipment package for a marked police vehicle, which includes but is not limited to: light bar, computer mount, mobile computer, etc.

*Service* means, those local comprehensive police patrol activities and services, listed in Article III and provided each day of the year, on a 24-hour per day basis, within the municipal boundaries of the Village.

*Staffing Level* means, the number of officers assigned to the Village, as listed in Exhibit B of this Agreement, or for future years, the number of officers approved in the Village annual budget process.

*Staff Schedule(s)* means, those schedules prepared by the Village Commander to appropriately deploy personnel to ensure appropriate police resources are maintained each shift.

*Village Commander* means, a designated Police Major, Captain or next lower ranked position, who at the Director's option, shall be authorized to direct the daily police operations in the Village, effectuating the Village's law enforcement priorities, managing the delivery of police services, and ensuring the policing needs of the Village are adequately met. The Village Commander shall liaison with the Village Manager.

*Village Official(s)* means, the Council members, Village Manager, Village Attorney, independent contractors, agents, and employees of the Village.

### ARTICLE III

#### LOCAL POLICE PATROL SERVICES

MDPD shall provide local police patrol services, as set forth in this Agreement and in accordance with Florida Statutes, the Miami-Dade County Charter, and the Village Charter. Without limiting the duty prescribed in the preceding paragraph,

MDPD patrol personnel shall respond to and render aid in, emergency, life-saving and in-progress violent crime incidents occurring inside the boundaries of the Village. Local Patrol Services shall consist of, but not be limited to, the following:

- 3.1 A General Investigations Unit (GIU) shall continue to conduct the necessary investigations of criminal activity within the Village. The GIU is a specialized assignment with the Village for particular investigations where and as needed. The GIU shall operate in the traditional MDPD shift structure and be comprised of police officers from the staffing structure described in Exhibit B. The police officers assigned to the GIU shall be responsible for criminal investigations not assigned to the central specialized investigative units, in accordance with Exhibit F.
- 3.2 Patrol personnel shall conduct watch orders upon formal request of a Village resident, property owner or business owner in the Village. A watch order shall constitute a minimum of one (1) visual and physical check per shift, of a residence, business or other location, to include the perimeter area within a 24-hour period, by a uniformed patrol unit.
- 3.3 Patrol personnel shall respond to all calls-for-service within the Village. The Village Manager shall have the ability to modify the police response protocols for non-emergency calls for service.  
  
The Village understands that when all calls for service within the Village are dispatched and responded to by Village patrol units this may increase the average response time. The Village understands that if response times increase beyond the standards as specified in this Agreement as a direct result of a change in protocols above, it will be the Village's responsibility to fund increased staffing levels to maintain response time goals. This section does not conflict with the provisions of section 10.2.
- 3.4 At the request of the Village Manager, the Village Commander or the Village Commander's designee shall be available to attend each regular and special Village Council meeting or any meeting, as requested by the Village Manager.
- 3.5 Patrol personnel assigned to the Village shall make every reasonable effort to maintain an average emergency response time goal of six and a half minutes or less (from receipt of call to arrival), while maintaining safe operations for the term of this Agreement. In no instance shall the average emergency response time exceed the departmental average.
- 3.6 Patrol personnel assigned to the Village shall make every reasonable effort to maintain the average non-emergency response time goal of fifteen minutes or less. In no instance shall the average non-emergency response time exceed the departmental average.
- 3.7 Patrol personnel may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring outside the boundaries of the Village. MDPD uniform patrol units, not part

of the patrol personnel assigned to the Village, may, if needed, respond to and/or render aid in, emergency, life-saving, and in-progress violent crime incidents occurring inside the boundaries of the Village. In the event patrol personnel must respond to incidents occurring outside the boundaries of the Village, the Village Commander or designee shall ensure sufficient personnel remain in the Village to continue routine and emergency patrol activities.

- 3.8 Patrol personnel shall remain within the Village's boundaries during their assigned shift, unless dispatched outside the Village boundaries, upon the authorization of the Village Commander or his or her designee. The Village Commander will establish protocols with the Village Manager relating to personnel leaving the Village boundaries. Upon request by the Village Manager, the Village Commander shall provide a detailed report regarding activities that require officer participation outside the Village boundaries.
- 3.9 MDC will provide dispatch response, manage the 911 system, and provide communications support to police personnel assigned to the Village.
- 3.10 MDPD shall continue to maintain a grid system that corresponds to the boundaries of the Village.
- 3.11 MDPD shall provide all reports identified in Article XVI.
- 3.12 While in the performance of their duties, officers assigned to the Village shall report any quality of life issues that are observed. These include, but are not limited to, the reporting of pot holes, fallen trees obstructing the roadway, flooding, suspected construction without permits, verification of garage sale permits, stray or dead animals, non-working traffic signals and street lights, or any downed street signage.
- 3.13 MDPD shall enforce Village ordinances with criminal penalties. MDPD shall assist Village code enforcement with enforcement of Village civil ordinances, as defined below, as well as false alarm ordinances adopted by the Village. The Village shall provide the MDPD Police Legal Bureau with any draft ordinances that include an enforcement component subject to MDPD enforcement and MDPD shall advise the Village if MDPD can enforce the ordinance prior to the Village's adoption of the draft regulations.
- 3.14 The Village understands that it must contract with the Office of the State Attorney for the prosecution of Village or MDC criminal ordinance violation cases. In all instances where there is both, a Village ordinance and a state statute for the same charge, the state statute shall supersede and be charged. The Village agrees and understands that MDC is not responsible for any filing fees for Village or MDC criminal ordinance violations, nor any costs incurred by the State Attorney's Office, for prosecuting Village or MDC criminal ordinances. MDPD shall coordinate attendance of MDPD officers assigned to the Village to appear at Village Special Master hearings on any civil penalty violations or at county or circuit court on criminal violations. MDPD will assist Village code enforcement officers with enforcement of

Village code violations, including utilizing appropriate state laws, accompanying a Village code enforcement officer on a call, writing reports of observations of violations of the Village code sections, and attend hearings.

- 3.15 Upon assignment to the Village, newly transferred personnel shall be trained and become knowledgeable regarding the Village's ordinances and priorities.
- 3.16 Since it is imperative for MDPD personnel assigned to the Village to become acquainted with the general characteristics of the Village, personnel assigned to the Village shall become familiar with its geography, its industrial, business and residential composition, and its crime problems.

#### **ARTICLE IV**

##### **OPTIONAL LAW ENFORCEMENT SERVICES**

- 4.1 Upon written request of the Village Manager, MDC shall provide to the Village optional services as depicted in Exhibit D. Payments for these services are in addition to payment made pursuant to Article VII. The Village Manager will direct the level and frequency of these optional services in consultation with the Village Commander.
- 4.2 MDPD shall be the sole provider of optional services that require sworn personnel. The Village may elect to procure optional services, listed in Exhibit D, that do not require sworn personnel from other providers.
- 4.3 The approval of the Village Manager is required to increase School Crossing Guard staffing levels within the Village.
- 4.4 In the event that the Village utilizes optional MDPD services and elects to independently procure such optional services that do not require sworn personnel, the Village shall provide a written 45-day notification of cancellation to MDPD. Upon the date of cancellation of optional services, the Village shall incur all costs and liabilities associated with independently contracted services.
- 4.5 The Village has enacted Municipal Alarm Ordinance #03-07. The Village shall be entitled to all fees and fines associated with the False Alarm Program. The Village shall be responsible for all maintenance and enforcement of such services. Exhibit H, Memorandum of Understanding for False Alarm Program, was rescinded and remains as a sample of agreement for provision of this service. The Village may request that MDPD administer their False Alarm Program. The Village shall provide a 45-day written notification of this request and shall pay an administrative fee that is mutually agreed upon by both parties and shall be recalculated on an annual basis.

- 4.6 The Village may be provided a dedicated line and operator for non-emergency calls. The Village shall incur all costs associated with staffing this line and MDPD shall pay for the related software upgrades.

## ARTICLE V

### SUPPORT & ANCILLARY SERVICES

Support services attributed to the establishment and performance of local patrol services shall be provided to the Village. These services are identified and are included as a contract support fee and may be adjusted and modified on a yearly basis. Computations for the upcoming fiscal year will be based on the actual expenditures from the prior fiscal year. Support services shall include but not be limited to:

- 5.1 **Professional Compliance Bureau** records, registers, conducts and controls investigations of complaints against MDPD employees, supervises and controls the investigations of alleged or suspected misconduct, maintains the confidentiality of internal affairs investigations and records, and conducts staff inspections to ensure adherence to policies and procedures.
- 5.2 **Personnel Management Bureau** provides for the recruitment, selection, and hiring/promotions of MDPD employees, maintain and administer payroll activities and personnel transaction records. Services include psychological evaluation, test and validation services, Florida Basic Abilities Test and polygraph examination administered to applicants during the selection and hiring process to determine the eligibility of police and other support personnel.
- 5.3 **Psychological Services Section** provides professional counseling on a voluntary basis, and referral assistance for management of stress-induced or substance abuse problems. Includes on-scene response to shootings or other serious incidents involving police personnel; consultation for hostage situations, barricaded subjects, and attempted suicides.
- 5.4 **Property and Evidence Section** is responsible for the storage, maintenance, and legal disposition of evidence impounded during criminal investigations, along with recovered lost or stolen property. Charges are based on the number of items received.
- 5.5 **Radio Maintenance and Installation** includes the maintenance of the handheld devices and police radios installed in police vehicles.
- 5.6 **Telecommunications (Circuits & Aircards)** provides aircards for wireless connectivity and dedicated data lines to municipal police stations allowing direct and secure connectivity to the MDPD departmental network; includes firewall protection, VLANS monitoring, and access to important state and national law enforcement databases.

- 5.7 **Training Bureau** conducts the Basic Law Enforcement recruit classes, manages training activities for law enforcement personnel to include training mandated by the State of Florida to maintain Criminal Justice Standards and Training Commission certification, and conducts specialized training activities, such as first responder (CPR and AED), bicycle certification, officer survival skills, community oriented policing, crime scene techniques, investigative techniques and crime analysis procedures.

Ancillary services denoted in Exhibit E are currently provided to the Village without additional costs. As additional areas of unincorporated MDC continue to incorporate, it may be necessary to re-evaluate these services and associated costs to the various incorporated areas.

## **ARTICLE VI**

### **MAINTENANCE OF ABILITY**

- 6.1 MDPD shall furnish to, and maintain for the benefit of the Village, all necessary labor, supervision, equipment and vehicles in good working condition, communication facilities and routine supplies necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement and as necessary to maintain the service level specified in Article III.
- 6.2 MDPD shall provide adequate training for all personnel, including customer service training for police officers and minor crime scene processing, as listed in Exhibit F.
- 6.3 In all instances where special supplies, stationery, notices, forms, business cards, the Village seal and the like must be issued in the name of the Village, the cost shall be incurred by the Village.

## **ARTICLE VII**

### **CONSIDERATION**

For local police patrol services, provided by MDC in Article III:

- 7.1 The Village shall make regular installments to MDC in equal monthly payments, based upon the local patrol-staffing budget, adopted in the Village's annual Budget Ordinance. The Village shall consult with MDPD prior to annual adoption of its budget, in order to arrive at a mutually acceptable charge for the services to be delivered by MDPD. The installment payments by the Village shall be made to MDC on a monthly basis, due no later than the fifteenth (15<sup>th</sup>) day of the following month, without demand.
- 7.2 Unless otherwise provided in this agreement, payment for services rendered for each contract year shall be based upon the level requested by the Village, utilizing the actual costs of personnel and equipment. Staffing

in excess of the requested service level, listed in Exhibit B, shall require written authorization by the Village Manager.

- 7.3 Within thirty (30) days from the end of each fiscal quarter, MDC shall issue a credit or debit memorandum to the Village, based upon a reconciliation of the payments made by the Village and actual cost associated with services rendered to the Village. The actual costs shall include: direct salary costs, costs associated with leave time resulting from illness, job-related injury or disability, all associated fringe benefits costs, contract support fees, costs for non-mandatory training not sponsored by MDPD, and vehicle costs. Each quarter's credit memorandum shall be applied by the Village to the following month's payment. Each quarter's debit memorandum amount is due within thirty days from receipt of reconciliation by Village.
- 7.4 Payment by the Village for optional services shall be based upon actual cost for services rendered to the Village. The actual costs associated with optional services shall include direct salaries, plus all associated fringe benefits, vehicles (if applicable) and contract support fee. MDC shall invoice the Village on a quarterly basis for optional services. Payments for optional services are due no later than the thirtieth (30th) day from receipt of an invoice by the Village. All non-mandatory training of Village officers requires prior approval by the Village Manager.
- 7.5 Based upon payment of the costs described in 7.3 and 7.4 by the Village, MDC shall be solely responsible for providing all employee insurance benefits, civil service benefits, and compensation during the course of employment with MDC. Accordingly, the Village shall not be called upon to assume or share any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers compensation benefits under Chapter 440, Florida Statutes or any other amenities of employment to any MDC personnel performing services, duties and responsibilities pursuant to this Agreement.
- 7.6 The County shall retain all 911 fees generated within the Village to offset the costs of providing 911 services.
- 7.7 Except for the 911 fees, the Village shall retain the right to receive all revenues generated pursuant to Florida Statutes and available to municipalities, for law enforcement activities.
- 7.8 The County agrees to cooperate and assist with the Village in the preparation and submittal of any federal or state grant funding applications.
- 7.9 In the event MDC requires its officers to pay a stipend relating to take home vehicles, the Village shall be entitled to receive a proportionate credit or equivalent percentage access to the funds for the officers assigned to the Village.

- 7.10 In the event MDC adopts additional cost cutting measures in the future, the Village shall be entitled to receive a proportionate credit or equivalent percentage access to the funds or cost saving reduction measures.

## **ARTICLE VIII**

### **DISTRICT OFFICE**

- 8.1 For the duration of this Agreement, unless the Village exercises its right in Section 8.3, MDPD personnel assigned to the Village shall continue to utilize the Village Hall located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157, or a mutually agreeable location.
- 8.2 Should the Village exercise the option to co-locate police staff within an MDPD District or facility, costs associated with the District Station to include lease, utilities, and maintenance shall be added to the contract support fee paid by the Village.
- 8.3 The Village has established a police station with appropriate equipment. The Village retains the right to co-locate police staff within an MDPD District or facility, subject to the approval of MDC. The Village shall continue to comply with any law enforcement accreditation standards, so that MDPD will be able to maintain its accredited status. The Village shall continue to be responsible for items such as space rental, furniture, fixtures, telephones, capital equipment and utilities. In the event the Village exercises the co-location option, the contract support fees to the Village shall be adjusted accordingly to include Facilities Maintenance Section for the following items: electrical service, water and sewer service, waste collection, janitorial service, building leases and telephone.

## **ARTICLE IX**

### **COMMAND STAFF**

MDPD recognizes the importance of the Village Commander in the provision of law enforcement services to the Village. The MDPD will make every effort to continue to provide a Village Commander, who will be responsive to the Village and the community, meet the needs of area residents, businesses and visitors, and ensure the highest level of law enforcement activities are provided to the Village.

The Village Commander shall, among other specified duties, act as liaison between the Village and MDPD.

- 9.1 In the event of a vacancy in the Village Commander position, the Village Manager shall be entitled to select the Village Commander. The Village Commander shall be selected from nominations provided by the Director or designee to the Village Manager. The nominees shall be of duly sworn and qualified MDPD Majors, Captains, and may include the next lower ranked position if no acceptable candidates are available. Prior to selection, the Village Manager shall solicit input and concerns from the Director prior to

the designation of the Village Commander. The Director or the Director's designee, shall advise the Village Manager of any nominees who have elected to participate in the Deferred Retirement Option Program (DROP).

- 9.2 In the event the Village becomes dissatisfied with the performance of the Village Commander, specific concerns regarding performance should be discussed with the affected Division Chief, to ascertain avenues of resolution and immediate remediation, if any.
- 9.3 In the event the Village becomes dissatisfied with the response of the Division Chief, specific concerns regarding the Village Commander's performance should be discussed with the Director or his designee to ascertain avenues of resolution and immediate remediation, if any.
- 9.4 MDPD agrees to act expeditiously and in good faith in resolving any problems experienced by the Village and in replacing the Village Commander. If specific issues cannot be resolved, the Village Manager shall request removal of the Village Commander. The Director or designee shall honor the Village Manager's request and designate a new Village Commander through the selection process prescribed in Section 9.1 of this Agreement.
- 9.5 The Village Commander will be permanently located in the same facility as police personnel assigned to the Village. However, in the event that this location differs from the Village's governmental facility, the Village Commander will liaison daily with the Village Manager or his, or her, designee.
- 9.6 The Village and MDC will collectively be responsible for all emergency management duties of the Village, in conjunction with the Village and MDPD emergency operations policies and procedures.

## **ARTICLE X**

### **EMPLOYMENT RESPONSIBILITY**

- 10.1 All police officers and other persons employed by MDPD in the performance of local police services for the Village shall be and remain MDC employees.
- 10.2 MDPD employees assigned to the Village will continue to abide by the MDPD policies and procedures established in the Departmental Manual and pertinent directives. This section does not conflict with the provisions of section 3.3.
- 10.3 MDC is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the Village. Nothing in this Agreement shall be construed to create an employment relationship between the Village and any MDC employees.
- 10.4 The Village may utilize MDPD sworn law enforcement officers certified as Police Reserve Officers who have met the requirements for transfer

pursuant to Miami-Dade Police Departmental Manual Chapter 11, Part 2 – Reserve Officers. Reserve Officers shall not exceed more than ten (10) percent of the Village's assigned sworn law enforcement officers, to a maximum of five (5) Reserve Officers.

## ARTICLE XI

### EMPLOYMENT; RIGHT OF CONTROL

- 11.1 MDPD shall have and maintain the responsibility of the services rendered, standards of performance, discipline of personnel, all personnel-related matters and other matters incident to the performance of the services, duties and responsibilities, as described and contemplated in this Agreement.
- 11.2 The Village Commander, after consultation with the Village Manager, shall have the discretion to assign new personnel and to transfer or reassign any personnel assigned to the Village pursuant to departmental policies and collective bargaining agreements. MDPD will not make arbitrary staff changes. Transfers may be made for promotional, career opportunity, at the request of the employee, or at the discretion of the Director or the Director's designee.
- 11.3 Staffing levels are listed in Exhibit B of this Agreement and may be modified by the Village Commander, with the approval of the Village Manager as needs arise. The level, degree, type of service, and number of positions assigned to each service shall be determined by the Village Manager, in consultation with MDPD. However, at no time shall the staffing level be less than the determined minimum number of requisite positions mutually agreed upon and reflected in Exhibit C. The Village Commander may utilize overtime to fill temporary vacancies, with the prior approval of the Village Manager, caused by, but not limited to, leave issues, temporary disability, relief of duty, and Family Medical Leave Act. The financial costs associated with overtime utilized to fill such vacancies shall be the sole responsibility of the Village. The Village Commander, in consultation with the Village Manager, shall have the option to replace staff due to extended leave issues, light duty, disability and Family Medical Leave Act for those incidents projected to exceed ninety (90) days.
- 11.4 The Village Commander may maintain staffing levels by adjusting the schedules of personnel assigned to the Village.
- 11.5 Staff schedules may be adjusted temporarily upon the approval of the Village Commander to meet operational needs, not to exceed one pay period (two (2) weeks). Any permanent adjustment to staff schedules, to include those which exceed one pay period, will require the prior written approval of both the Village Manager and the Village Commander or designee. Pursuant to the MDC collective bargaining agreements, the final decision of any unresolved issues regarding this matter will be left at the discretion of the Director of MDPD.

- 11.6 In the event the Village Manager becomes dissatisfied with the performance of any personnel assigned to the Village, the Village Manager shall discuss the concerns with the Village Commander. Upon the request of the Village Manager, the Village Commander may transfer or reassign personnel out of the Village with the concurrence of the Director or the Director's designee.
- 11.7 The Village Commander shall provide the Village Manager with a prompt written notice of any transfer, change in status or reassignment of Village police personnel initiated by MDPD.
- 11.8 The Village Commander will promptly address concerns expressed by the Village Manager regarding performance of police personnel pursuant to the departmental policies and procedures, career service procedures and collective bargaining agreements.
- 11.9 In the event a vacancy occurs, the position assigned to the Village shall be filled in accordance with departmental policies. The Department shall use its best efforts to fill the vacancy at earliest opportunity, however, such a vacancy in the Village shall not exceed 90 days.
- 11.10 Nothing shall preclude the Village Manager from discussing matters of concern regarding police services to the Village with the Director and/or the Mayor of Miami-Dade County.
- 11.11 Nothing in this Agreement is intended to usurp the authority of MDPD policies and procedures or the MDC collective bargaining agreements. The Village or its officials shall not participate in negotiations with any collective bargaining unit, direct MDPD personnel to conduct unlawful activities, utilize law enforcement information provided by MDPD in an official capacity for personal use, or direct police personnel to deliberately contradict the established MDPD policies and procedures.

## **ARTICLE XII**

### **EMPLOYMENT; AUTHORITY TO ACT**

- 12.1 Each sworn officer of MDPD who, from time-to-time, may be assigned to the Village, to the extent allowed by law, shall be and is hereby vested with the police powers of the Village, necessary to provide the police services under this Agreement. This vesting of powers is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers.
- 12.2 Every sworn officer of MDPD assigned to the Village shall be deemed to be a sworn officer of the Village while performing the services, duties, and responsibilities that constitute municipal functions and are within the scope of this Agreement.
- 12.3 Sworn officers of MDPD shall be and are hereby vested with the additional authority to enforce the criminal and civil ordinances of the Village, to make arrests incident to the enforcement of MDC and Village ordinances, and to

perform other tasks as are reasonable and necessary in the exercise of their powers.

- 12.4 Nothing herein is intended to usurp the authority of the Village, its laws, codes, policies, procedures, and Charter.

### **ARTICLE XIII**

#### **OVERTIME DETAILS AND SPECIAL ASSIGNMENTS**

- 13.1 The Village Manager may request additional police personnel assigned to patrol within the Village in order to provide additional police security activities for special initiatives or Village sponsored activities and events. The additional police security activities may be provided on an overtime basis and shall be paid for based upon the actual personnel costs, to include overtime and applicable fringe benefit rates, pursuant to applicable collective bargaining Agreements. A reasonable effort will be made to accommodate the on-duty schedule at least once per year for a Village event.
- 13.2 The Village Manager will make every effort to notify the Village Commander, in writing, at least 14 days, or as soon as practical, prior to a Village event to request police personnel.
- 13.3 The Village Commander, within the constraints of the collective bargaining agreements and with the approval of the Village Manager, should have maximum flexibility to modify staff assignments, develop special assignments for staff and coordinate staff participation in special task forces and groups (i.e., Honor Guard, September 11<sup>th</sup> Disaster Response, Operation Blue Lightning, and Regional Crime Task Force).
- 13.4 The Village has the option to enhance their existing overtime budget to be utilized for Enhanced Enforcement Initiatives (EEI). Prior to commencement of an EEI, written authorization by the Village Manager shall be required.
- 13.5 The Village Commander will work collectively with the Village Manager to ensure that overtime funding is properly expended. The Village Commander shall provide quarterly overtime reports, to include EEI expense reports, to the Village Manager. Additionally, the Village Commander shall advise the Village Manager immediately of any overages of overtime usage.

### **ARTICLE XIV**

#### **OFF-REGULAR DUTY DETAILS**

- 14.1 Private companies, associations or citizens may request additional police services to be provided on an off-regular-duty basis, pursuant to the Miami-Dade County Administrative Order 7-15, Rates for Special Off-Duty Services, as it is revised from time-to-time.

- 14.2 Off-regular duty details within Village boundaries, will be first offered to MDPD personnel assigned to the Village.
- 14.3 Off-regular-duty activities will be governed in accordance with MDPD policies and procedures and as such, are on a voluntary basis and subject to officer availability.

## ARTICLE XV

### SPECIAL EQUIPMENT PROVISION

- 15.1 At the request of the Village, each patrol unit may prominently display on the vehicle exterior, at a location to be designated by MDPD, and agreed upon by the Village Manager, the legend "Village of Palmetto Bay" and the Village seal in accordance with the vehicle markings depicted in Exhibit G. A substantial change to the design and, or, graphics of MDPD marked patrol unit shall require the written approval of both the Director and the Village Manager.
- 15.2 Vehicles utilized by units assigned to the Village shall be provided, maintained, and purchased solely by MDPD, unless, at the sole discretion of the Village, the Village purchases vehicles directly using MDPD vehicles specifications, as they may change time-to-time. If the Village elects to purchase the vehicles, the Village will notify MDC no later than June 1st of each calendar year in order for MDC and the Village to coordinate the transition of the existing vehicles with the Village-provided vehicles for the following fiscal year. If the Village elects to directly purchase these vehicles, the title for these vehicles purchased by the Village will be subsequently transferred to MDC for the sum of one dollar for each vehicle. For the duration of the Agreement, MDPD will be responsible for performing the maintenance of these vehicles that were formerly owned by the Village. After expiration or termination of the Agreement, and if there is no renewal of the Agreement, MDC agrees to transfer title to all vehicles originally purchased with Village funds back to the Village for the sum of one dollar for each vehicle and provide the Village with copies of all current maintenance records. The sale of these vehicles back to the Village will be phased in during the transition period as provided in Article XXVI. MDPD will continue to own, operate and maintain possession of any of these vehicles during the transition period when necessary to supply patrol officers with vehicles in order to maintain services pursuant to this Agreement. In the event that a vehicle that was originally purchased with Village funds and subsequently titled to MDC is damaged beyond repair or "totaled" according to MDPD criteria, such vehicle will be replaced with a vehicle from the existing fleet that is similar in terms of make, model, age, mileage, and condition. Furthermore, these vehicles that were originally purchased with Village funds and subsequently titled to MDC will be retired according to MDPD policies. The Village will be responsible for replacing these vehicles as they are retired. MDPD will notify the Village of the

*vehicles*

number of vehicles anticipated for retirement according to reports provided by MDC Internal Services Department. Retired vehicles will be transferred back to the Village for the sum of one dollar for each vehicle.

- 15.3 At the request of the Village, each uniform may have, as a minimum, a unique and distinctive police uniform patch utilized as the Village of Palmetto Bay identifier for MDPD personnel assigned to the Village and shall be placed on left sleeve of the police uniform. The distinct police uniform patch must be consistent in size, design and format with MDPD police uniforms, and subject to MDPD review.
- 15.4 At the request of the Village, each uniform may have a unique and distinctive pin made part of the officer's nameplate, or placed below the officer's nameplate, and utilized as the Village of Palmetto Bay identifier for MDPD personnel assigned to the Village. The distinctive pin must be consistent in size, design, and format with MDPD police uniforms, and subject to MDPD review.
- 15.5 Any changes to the uniform or uniform accessories not previously mentioned in this article shall require the approval of the MDPD Appearance Standards Committee. The Appearance Standards Committee reviews and processes recommendations concerning modifications to departmental uniform standards. A request to convene the committee shall be submitted by the Village Commander. The committee shall include a representative from the Village's policing unit.
- 15.6 The Village shall incur the costs for the design and acquisition of the items mentioned in this article.
- 15.7 All property and equipment purchased by the Village, which is used by MDPD personnel assigned to the Village, will be the sole property of the Village, and shall be subject to the approval of MDPD to ensure consistency with its policies and procedures and operational uniformity. Should the Village elect to purchase their own equipment, the cost associated with maintenance and repairs will be incurred solely by the Village.

## **ARTICLE XVI**

### **REPORTING**

Statistical data shall be compiled to accurately describe the incidence of reports and responses to, criminal activity and other calls for service within each grid and to identify emerging trends in criminal activity. MDPD shall compile data, prepare and deliver monthly and quarterly reports to the Village Manager. The reports shall describe the type and number of criminal incidents and other calls for service for each grid during the preceding period. Such reports shall be released as prescribed through departmental policy. All costs associated with printed reports that require special preparation due to a Village request (e.g., glossy paper, colored paper, special binders other than staples, photographs and unusual

graphics) or are not normally prepared by MDPD, shall be incurred solely by the Village.

As identified at section, 3.11, MDPD shall provide the following reporting services to the Village:

16.1 *Annual Reports.*

16.1.1 *Crime Report.* On an annual basis, the Village Commander shall present an Annual Crime Report to the Village Council.

16.1.2 *Fiscal Report.* MDPD shall submit an annual report detailing the Village's budgetary police expenditures and reconciliation of funds. MDC shall deliver any audit reports on police expenditures relating to the Village's local patrol services to the Village Manager within 20 days of the preparation of the report by a County auditor or delivery of the report to the County by an outside auditor.

16.1.3 *Annual Management Report.* A comprehensive police report specifically for the Village that provides an overview of significant accomplishments, goals, and objectives.

16.2 *Burglar Alarm Information.* The MDPD shall forward to the Village, on a weekly basis, copies of all "False Alarm Reports," including the suite numbers for condominium buildings, along with an "Alarm Transmittal Memorandum" and on a monthly basis, an electronic file reflecting the complete data in a format acceptable to the Village.

16.3 *Dispatches Outside of Village Boundaries.* A record of these authorized dispatches outside the Village's boundaries will be reviewed by the Village Commander with the Village Manager upon request.

16.4 *Electronic Data.* The MDPD shall forward to the Village, on a monthly basis, all incidents that occurred within Village boundaries in an electronic format acceptable to the Village.

16.5 *Forfeiture Reports.* MDPD shall submit a biannual report, detailing forfeiture activity involving law enforcement personnel assigned to the Village for the period and the year. The report shall include a description and estimate of value of properties seized and whether or not disposition has been adjudicated.

16.6 *Maintenance of Criminal Records.* MDPD Central Records Bureau is the central repository for all departmental records and ensures compliance with Florida Public Records Law, Chapter 119, Florida Statutes. MDPD will continue to maintain Offense/Incident Reports, Supplemental Reports, Arrest Affidavits relating to the Village, and report uniform crime statistics to the Florida Department of Law Enforcement on behalf of the Village.

16.7 *Miscellaneous Crime Trend Reports.* The Village Commander, or designee, shall deliver such reports regarding crime trends that occur within the

Village's boundaries to the Village Council upon the request of the Village Manager.

- 16.8 *Notification of Significant Situations.* The Village Commander or the Commander's designee, will notify the Village Manager, or the Manager's designee, as well as appropriate MDPD chain-of-command personnel, in the event of a significant criminal occurrence or emergency situation within the Village. The Village Commander and Village Manager shall designate what they consider "significant" by a memorandum, signed by each.
- 16.9 *Routine Reports.* MDPD will provide monthly, quarterly, and yearly reports regarding criminal activity, workload indicators, crime statistics, and other information regarding law enforcement services provided to the Village, as well as *ad hoc* reports when requested by the Village Manager.
- 16.10 *Reporting Systems.* MDPD will collect accurate crime statistics, calls for service data, average response time and other related law enforcement statistics specifically within the Village boundaries in order to provide accurate data collection on law enforcement services provided in the Village.
- 16.11 *Vacancy Reports.* MDPD shall submit a monthly report detailing the number of vacant positions to the Village Manager by the 15<sup>th</sup> day of the month immediately following the month in which the vacancy occurred. The report shall state whether MDPD the minimum number of requisite police patrol staffing levels for the reporting period.

## ARTICLE XVII

### TOWING

- 17.1 MDPD will continue to utilize the existing MDC contract for towing services related to police enforcement, until the expiration or termination of the current towing contract. Upon such expiration or termination, the Village may, at its option, issue its own towing contract, using all of the specifications and requirements outlined by MDPD for towing contractors.
- 17.2 Any revenues derived from towing as a result of police enforcement activities within the Village, will be credited to the next payment due from the Village.
- 17.3 The Village may issue a separate towing contract for activities unrelated to MDPD police services.

## ARTICLE XVIII

### FORFEITURES

- 18.1 The Village is authorized to pursue or dispose of forfeited or unclaimed property, in accordance with State and Federal law.

- 18.2 The Village will be solely responsible for the administration, control, financial management, and compliance requirements of all Federal and State forfeiture funds awarded to the Village.
- 18.3 The MDPD Legal Bureau will be solely responsible, pursuant to established departmental policies and procedures, for all other matters concerning State and Federal forfeitures involving MDPD personnel assigned to the Village.
- 18.4 The apportioned share of property to the Village, obtained through successful civil forfeiture proceedings, will be based solely upon the pro-rated participation in the underlying criminal action, of the law enforcement personnel assigned to the Village. Per MDPD policy, the Village shall be considered a separate law enforcement agency when determining the pro-rated share of forfeited property, when MDPD personnel assigned to the Village participate in the forfeiture of property seized within the Village limits. However, any costs associated with MDPD Forfeiture, such as court filing fees, court reporters, interpreters and public legal notices, will be subtracted from the net proceeds of the forfeiture prior to the determination of the Village's share of the forfeited property.

#### **ARTICLE XIX**

##### **CLAIMS**

- 19.1 MDC is a political subdivision of the state of Florida and has elected to provide a program to administer and resolve claims that would generally be covered by a contractual insurance carrier, subject to the provisions of Section 768.28, Florida Statutes.
- 19.2 During the term of this Agreement, MDC shall process any and all claims by any parties related to MDC's performance of services specified in this Agreement, subject to the limitations of Section 768.28, Florida Statutes.

#### **ARTICLE XX**

##### **INDEMNIFICATION**

- 20.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the Village shall defend, indemnify and hold harmless MDC and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDC or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Village, its employees, officers and agents. MDC shall promptly notify the Village of each claim, cooperate with the Village in the defense and resolution of each claim, and not settle or otherwise dispose of the claim without the Village's participation.

- 20.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, MDC shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of services provided pursuant to this contract by MDC, its employees, officers, and agents. The Village shall promptly notify MDC of each claim, cooperate with MDC in the defense and resolution of each claim, and defend, resolve, settle or otherwise dispose of the claim, demand, suit, or cause of action without MDC's participation; provided, however that where the County defends the Village pursuant to this paragraph, the County, in its sole discretion, may utilize the County Attorney's Office to defend, resolve, settle or dispose of such matter. Notwithstanding any provision herein to the contrary, MDC shall not be required to defend, indemnify or hold harmless for liability, losses, or damages resulting from services performed by the Village or its officers, employees, or agents.
- 20.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

## **ARTICLE XXI**

### **MOBILIZATION AND MUTUAL AID**

On occasion, MDPD has an obligation to mobilize personnel during time of emergencies or during pre-planned events, in which the safety of the public is paramount. During these occasions, the Director or the Director's designee, has the final control and the authority to draw personnel from within all areas of assignment in order to address the immediate need. Mobilizations and mutual aid shall be governed in accordance with departmental policy, applicable agreements, and Federal, State, and local laws. The following are, but not limited to, examples in which a mobilization may be invoked or personnel may be mobilized:

- 21.1 Mutual Aid: An incident or event in which one or more jurisdictions send personnel to assist another jurisdiction during time of emergency or by request. During these incidents, the cost associated with the aid is assumed by each of the parties and there is no additional cost, other than entities own personnel, incurred by the parties. Under the Mutual Aid Agreement, these situations are usually short-term and brief in nature. For the purposes of Mutual Aid, Village personnel are considered to be separate from MDPD and not subject to Mutual Aid requests from agencies outside Miami-Dade County.

- 21.2 Preplanned Event: When a mobilization is necessary for large-scale events outside Village jurisdiction such as, Free Trade Area of the Americas, Presidential Debate or an election security detail, the Village is under no obligation to mobilize their personnel. With the approval of the Village Manager, personnel assigned to the Village may be utilized for out-of-Village events, provided that MDPD agrees to reimburse the Village for all costs associated with the use of their personnel. Should an event impact the Village; personnel assigned to the Village shall be utilized in consultation with the Village Manager.
- 21.3 Countywide Event or Incident: This type of mobilization may be implemented for hurricanes or other weather events or incidents such as, wide area power outages. If the situation is severe or dangerous such as, a hurricane warning, the Department may mandate that the Village mobilize their personnel to address the situation. Once a mobilization has been ordered by the Director or a mobilization is imminent, the Village Commander shall immediately advise the Village Manager of all mobilization plans. During the mobilization, the Village Commander shall continually apprise the Village Manager of all issues, concerns and situations that may impact the Village.

Once the event has passed or no longer affects the Village, a decision to demobilize must be considered. The Village Commander will confer with the Village Manager to determine the feasibility of remaining mobilized. This decision must be based on all factors that impact public safety within the Village, as well as surrounding or adjacent areas. After evaluating all available information, the Village Commander will then confer with his/her chain of command. The Village Commander, in conjunction with the Village Manager, will then make a decision whether to remain mobilized, demobilize, or institute modified staffing. As this is a joint decision, the Village Commander and the Village Manager must be mindful that a decision to demobilize prematurely may leave the Village vulnerable. Additionally, the Village shall be liable for any adverse incidents that occur in their jurisdiction as a result of the Village electing to demobilize prior to a demobilization order of personnel by the Director of MDPD.

In the event that a situation occurs requiring mobilization within the Village, the Village Manager in conjunction with the Village Commander, may mobilize Village officers prior to MDPD mobilizing. In the event that a situation occurs outside of MDC, the Village Manager in conjunction with the Village Commander upon receipt of a Federal Emergency Management Agency (FEMA) tracking number, may mobilize Village officers.

- 21.4 MDPD shall assist the Village with endeavors to collect reimbursement which may be available through FEMA or other government reimbursement programs, in accordance with state and federal law.

## ARTICLE XXII

### TERMINATION AND REMEDIES

22.1 Breach of a material term or condition of this Agreement, does not warrant automatic termination. However, such a breach will be addressed by the non-breaching party, who must provide written notice to the party in breach and which must include the following:

- (a) A description of the breach event in reasonable detail,
- (b) The basis on which breach may have occurred.

The party in breach shall remedy the breach within thirty (30) days of receipt of the request. Should either party fail to cure the breach within the specified time identified in this Section or any authorized extension, the parties shall engage in informal, good faith discussions and attempt to resolve the dispute. In connection therewith, upon written notice of either party, each party shall appoint a designated representative, whose task it shall be to meet for the purpose of attempting to resolve such dispute. If the parties are unable to resolve the dispute, in accordance with this Section. In the event that either party concludes, in good faith, that an amicable resolution through continued negotiation with respect to the dispute is not reasonably likely, then the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

22.2 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement. The parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes, prior to the filing of any legal proceeding.

22.3 Either party may terminate this Agreement with or without cause, by providing the other party with no less than 365 days written notice of the termination. Notwithstanding other provisions contained herein, neither party shall terminate the Agreement without cause during the last 12 months of the term specified in Article XXV or any renewal term.

## ARTICLE XXIII

### FEE SERVICES

Upon execution of this Agreement, MDPD personnel assigned to the Village may provide certain services according to the fee schedule described in County Administrative Order 4-33, Fee Schedule for Miami-Dade Police Department, as it may be revised from time-to-time. Fees collected will be refunded to the Village on a quarterly basis. The Village may charge additional fees for any particular service, over and above those provided in County Administrative Order 4-33, if

such additional fees are not contrary to law. Additional fees charged by the Village will be clearly identified as additional fees, over and above MDPD fees, in any forms and receipts for any service provided.

#### **ARTICLE XXIV**

##### **OPTION TO RENEW**

- 24.1 The Village and MDPD shall meet, no later than January 30, 2019, to negotiate the terms and conditions of any extension (the "Renewal Term") to the Initial Term listed in Article XXV in order for both parties to anticipate budgetary considerations for the fiscal year range.
- 24.2 In the event that the parties cannot come to a mutual agreement on the terms and conditions of the Renewal Term, this Agreement shall expire on the date specified in Article XXV.

#### **ARTICLE XXV**

##### **TERM**

This Agreement shall be effective 07/01/2014, and shall expire at midnight on 07/01/2019, unless terminated earlier as specified in Article XXII. Either party may request to re-open the Agreement during this period.

#### **ARTICLE XXVI**

##### **TRANSITION PERIOD**

- 26.1 In the event of the termination or expiration of this Agreement, MDC and the Village shall cooperate in good faith, in order to effectuate a smooth and harmonious transition, from services provided by MDPD, to a municipal police department. During the transition to a municipal police department, the same high quality of police protection prescribed by this Agreement for the residents, businesses and visitors of the Village, shall be maintained.
- 26.2 If during the transition period, the Village determines it is unable to provide adequate municipal police services and protection, the term of this Agreement shall be extended upon written request by the Village Manager to MDC, for a transition period not to exceed 180 days.
- 26.3 Monthly compensation shall be paid to MDC during the transition period, shall be pro-rated at the rates in effect as of the date of termination or expiration, and shall be based upon actual costs, as defined in paragraph 7.3 of this Agreement.

#### **ARTICLE XXVII**

##### **INDEPENDENT CONTRACTORS**

MDC, for the purposes of this Agreement, is and shall remain an independent contractor provided, however, independent contractor status shall not diminish the power and authority vested in MDPD and its sworn officers pursuant to Article XII.

## ARTICLE XXVIII

### RECORDS, INSPECTION, AUDIT

- 28.1 MDC shall keep and maintain records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Agreement. MDC shall retain these records for a minimum of five (5) years from the date of termination or expiration of this Agreement. MDC shall maintain accounting records on expenditures under this Agreement in accordance with accepted general and government accounting standards, MDPD policies and procedures, state retention schedules and other applicable standards.
- 28.2 The Village Manager or the Manager's designee, may inspect and audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven (7) working days prior to the intended site visit and the identification of the specific records to be inspected.
- 28.3 MDC shall provide access to the Village Manager or his, or her, designee to the records during regular business hours. MDC agrees to provide the assistance, as may be necessary, to facilitate the inspection or audit by the Village to ensure compliance with applicable accounting and financial standards.
- 28.4 Should the Village, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Village and the actual services received by the Village from MDC, or the costs of the services, or the Village finds a discrepancy in the amounts provided in the reconciliation by MDC, then MDC shall, within thirty (30) days of receipt of written notification from the Village Manager, either credit or debit the Village the amount of the discrepancy or refund the amount. If MDC disagrees with the Village audit, MDC shall notify the Village Manager within thirty (30) days of the receipt of the audit findings and request an independent audit. The Village Manager and the County Manager shall mutually agree to the selection of an independent auditor to review the audit and resolve the discrepancies. Both parties will pay the auditor's fee equally.

## ARTICLE XXIX

### AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 29.1 The Mayor of Miami-Dade County, by execution of this Agreement, represents to the Village, full power and authority to make and execute this Agreement, pursuant to the resolution of the Board of County Commissioners, Miami-Dade County.
- 29.2 The Village Manager, by the execution of this Agreement, represents to the MDC, full power and authority to make and execute this Agreement, pursuant to the resolution of the Village Council.

**ARTICLE XXX**  
**AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

**ARTICLE XXXI**  
**NOTICE**

All required notices shall be given by First Class Mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

Village:            Village Manager  
                         Ron E. Williams  
                         Village of Palmetto Bay  
                         9705 East Hibiscus Street  
                         Palmetto Bay, FL 33157

and                   Village Attorney  
                         Village of Palmetto Bay  
                         9705 East Hibiscus Street  
                         Palmetto Bay, FL 33157

MDC:                County Mayor  
                         Carlos A. Gimenez  
                         Miami-Dade County  
                         Stephen P. Clark Center  
                         111 NW First Street  
                         Suite 2910  
                         Miami, Florida 33128

and                   Director  
                         J.D. Patterson  
                         Miami-Dade Police Department  
                         9105 NW 25 Street  
                         Miami, Florida 33172

and                   Office of the County Attorney  
                         Stephen P. Clark Center  
                         111 NW First Street  
                         Suite 2810  
                         Miami, Florida 33128

**ARTICLE XXXII**  
**NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE XXXIII**  
**ENTIRE AGREEMENT**

- 30.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.
- 30.2 The exhibits referred to and annexed to this Agreement are made a part of this Agreement.
- 30.3 If a Court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

**ARTICLE XXXIV**  
**BINDING EFFECT**

This Agreement shall ensure to the benefit of and be binding upon, the respective parties' successors.

(Signature Page Follows)

ATTEST:

VILLAGE OF PALMETTO BAY,  
a municipal corporation

By: \_\_\_\_\_  
Meighan Alexander  
Clerk

\_\_\_\_\_  
Ron E. Williams,  
Village Manager

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

By: \_\_\_\_\_  
Village Attorney

MIAMI-DADE COUNTY  
A political subdivision of the  
State of Florida  
By its Board of County  
Commissioners:

ATTEST:  
HARVEY RUVIN, CLERK

\_\_\_\_\_  
Carlos A. Gimenez  
County Mayor

By \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By \_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**MIAMI-DADE POLICE DEPARTMENT**  
**STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Uniforms and Equipment

QUANTITY AUTHORIZED

	<u>Officer</u>	<u>Motorcycle</u>	<u>Mounted</u>	<u>Public Service Aide</u>	<u>Police Records Specialist</u>
Ammunition, Rounds	18	18	18		
Armor, Body	1	1	1	1	
Badge, Breast	1	1	1		
Badge, sew on, gold color, supervisor silver color, officers	2	2	2		
Baton	1	1	1		
Belt, Service, 2 1/4"	1	1	1	1	
Boots		2	2		
Breeches		5	5		
Buttons, Shirt, Silver			30		
Cap, Baseball	1	1	1	1	
Cargo Pants	1	1	1		
Cargo Shirts	1	1	1		
Carrier, Radio	1	1	1	1	
Cover, Cap	1	1	1	1	
Footwear, Special Purpose	1	1	1		
Gas Mask	1	1	1		
Gloves, Orange	1	1	1		
Handbook, Florida Law				1	
Enforcement	1	1	1		
Handcuffs	1	1	1		
Handcuff Case	1	1	1		
Helmet, General Duty with Straps	1	1	1		
Helmet, Motorcycle		1			
Holder, Baton	1	1	1		
Holster, Revolver/ Semi-automatic	1	1	1		
Insignia, Assignment Designator					
Selected Elements	16	16	16		
Departmental	16	16	16	10	10
Insignia, Hat	1	1	1		
Jacket, Brown	1	1	1	1	

**EXHIBIT A**  
**MIAMI-DADE POLICE DEPARTMENT**  
**STANDARD SUPPORT EQUIPMENT FOR PATROL UNIT**

Uniforms and Equipment

QUANTITY AUTHORIZED

	<u>Officer</u>	<u>Motorcycle</u>	<u>Mounted</u>	<u>Public Service Aide</u>	<u>Police Records Specialist</u>
Jacket, Waist Length Cold Weather (Motorcycle and Canine Only)		1			
Keepers, D-ring		2	2		
Keepers, Belt	4	4	4		
Manual, Departmental	1	1	1	1	1
Map, Street	1	1	1	1	
Name Plate	1	1	1	1	
Poncho			1		
Raincoat	1	1	1	1	
Revolver	1	1	1		
Scarf (Honor Guard and Mounted Patrol only; one white, one black)			2		
Scarf, Gold color, sergeants			1		
Scarf, Brown color, officers			1		
Shirt, Long Sleeve, Taupe	2	2	2		
Shirt, Long Sleeve, White				2	
Shirt, Short Sleeve, Taupe (police reserve officer, 2)	5	5	5		
Shirt, Short Sleeve, White				5	5
Shoes, Deck (Marine Patrol only)	1				
Shoes, (Male or Female) Class A	2	2	2	2	1
Shoes, Class B	1	1	1	1	
Skirt (issued to Lieutenant and above)					
Speed Loader Pouch	1	1	1		
Strap, Shoulder	1	1	1		
Trousers, Male or Female, Brown, with stripe (police reserve officer, 2)	5	5	5	5	
Brown, no stripe					5
Whistle	1	1	1		
Whistle Strap	1	1	1		

**EXHIBIT A**  
**MIAMI-DADE POLICE DEPARTMENT**  
**STANDARD EQUIPMENT ISSUED FOR ALL MARKED POLICE VEHICLES**

**QUANTITY AUTHORIZED**

Blankets	2
Crime Scene Tape	1
Jumper Cables	1
Disposal Latex Gloves	1 box
Trunk Mount Radio System	1
Overhead Emergency Lights	
Automated External Defibrillator	
Mobile Computing Units	

**EXHIBIT B**  
VILLAGE OF PALMETTO BAY  
Police Patrol Staffing Level

<b>Job Classification</b>	<b>Quantity</b>
Police Major	01
Police Lieutenant	01
Police Sergeant	04
Detective Unit Sergeant	01
Police Officer	31
Police Detective	04
Police Records Specialist	02
Secretary	01
Police Station Specialist	01
<b>Total</b>	<b>46</b>

**EXHIBIT C**  
VILLAGE OF PALMETTO BAY  
Mutually Agreed Upon Minimum Number  
of Requisite Police Patrol Staffing

<b>Job Classification</b>	<b>Quantity</b>
Police Captain	01
Police Lieutenant	01
Police Sergeant	05
Police Officer	27
Police Records Specialist	01
Police Crime Analyst	01
Secretary	01
Public Service Aide	03
<b>Total</b>	<b>40</b>

**EXHIBIT D**  
VILLAGE OF PALMETTO BAY  
OPTIONAL SERVICES

Optional services provided by the Miami-Dade Police Department include, but are not limited to:

- **Marine Patrol:** Units designated for the purposes of patrolling waterways including personal watercraft accident abatement, within Miami-Dade County.
- **Motorcycle Patrol:** Motorcycle unit personnel, apart from currently contracted levels, which are designated to conduct escort details, parades, public events, traffic crash reduction, DUI apprehension, school zone enforcement, security details or other related motorcycle functions.
- **Special Events Units:** A unit with the Special Patrol Bureau that is utilized to manage large-scale public events and provides support to departmental elements.

**Public Information and Education Bureau:** Administers a variety of programs designed to foster cooperation between the Department and the community. The following are examples of some of the community programs provided by the Public Information and Education Bureau as optional services:

- **Drug Abuse Resistance Education (D.A.R.E.) Program:**  
A program designed to be presented by uniformed police officers to students for the purpose of teaching positive alternatives to substance abuse and gang violence, helping them to develop self-esteem and build students' interpersonal and communications skills.
- **School Crossing Guard (SCG) Program:** The SCG program provides pedestrian and traffic safety assistance to elementary school children in arriving and departing from schools in a safe manner. The SCG Unit is responsible for providing assistance to all public elementary schools in Unincorporated Miami-Dade County and municipalities that contract services.

Note: The above activities may be conducted on on-duty or on an overtime status, as appropriate.

**EXHIBIT E**  
VILLAGE OF PALMETTO BAY  
LIST OF ANCILLARY MDPD SERVICES

1. The Office of the Director has the responsibility and authority for the management direction and control of the operations and administration of the Department and to provide efficient and effective police service to the citizens of Miami-Dade County. The Director has responsibility and authority to formulate plans and policies, and managerial coordination of all departmental operations, including the Professional Compliance Bureau, the Psychological Services Section, the Homeland Security Bureau, the Police Legal Bureau and the Public Information and Education Bureau.
2. The Office of the Deputy Director has the responsibility and authority for the administration and operations of the Strategic Planning and Development Section and the Miami-Dade Public Safety Training Institute.
3. The Police Legal Bureau reviews litigation in which the Department and its employees are involved. Provides counsel, and prosecutes forfeiture actions involving departmental seizures when appropriate. Maintains liaison with legal representatives of other governmental agencies.
4. The Public Information and Education Bureau is the official departmental liaison with media representatives and assists news personnel in covering routine news stories, and at the scenes of incidents; prepares and distributes departmental news releases; coordinates and authorizes release of information about victims, witnesses, and suspects; coordinates and authorizes release of information concerning confidential investigations and operations; and publicizes departmental objectives, problems, and successes.
5. The Strategic Planning and Development Section performs administrative functions delegated by the Deputy Director. Provides assistance to municipal governments, other Miami-Dade County Departments and departmental elements within MDPD to resolve issues, verify information and submit requests for information that are relevant to incorporation and annexation, and act as a liaison between the Village and departmental elements. Responsible for the Nuisance Abatement Unit. Conducts research, analysis, and planning to prepare a departmental multi-year plan. Distributes analytical reports to affected organizational elements. The Section has access to necessary information resources department wide, keeps the Director and Deputy Director apprised of pertinent information, and makes programmatic recommendations when necessary.
6. The Chief Financial Officer is responsible for the Fiscal Administration Bureau which includes the Fleet Management Section, Central Records Bureau, which includes departmental automated systems, and criminal records; Communications Bureau, which includes communications (police radio and emergency 911 service) and the False Alarm Unit, Information Technology Services Bureau and the Personnel Management Bureau

**EXHIBIT E**  
VILLAGE OF PALMETTO BAY  
LIST OF ANCILLARY MDPD SERVICES

7. The Fiscal Administration Bureau is responsible for the development, preparation, and control of the Department's budget and all related Miami-Dade Police Department (MDPD) funding sources. Additionally, the Bureau coordinates all departmental activities related to expenditure of funds; purchases, maintains, and issues equipment; purchasing, supply, and administers the Law Enforcement Trust Fund and grant related accounting functions. Oversees Fleet Management Section.
8. The Facilities Maintenance Section is responsible for the management and maintenance of MDPD facilities and includes utilities, janitorial services, and building leases of support and investigative elements.
9. The Information Technology Services Bureau is responsible for the planning, acquisition, implementation, and maintenance of all microcomputer operations including network management, host interconnectivity, and standardization of departmental software. Additionally, it is responsible for planning, development, implementation, and management of all automation/technology projects, including, but not limited to, the Police Automated Reporting System, the Computer Aided Dispatch, the Mobile Computing Units, the Crime Analysis System, the Geographic Information System, the Criminal Justice Information System, FCIC II, NCIC 2000, the Adult and Juvenile Mugshot System, the Crime Information Data Warehouse, the Personnel Profile System, the Internal Affairs System, the Property and Evidence Tracking System, the Crime Laboratory System, and imaging projects, as well as development of software applications to meet departmental needs.
10. The Investigative Services Assistant Director is responsible for centralized criminal investigative services by assigning specialized investigative elements to provide specialized investigations and investigative support in the processing and preservation of evidence and crime scenes, and processing and serving criminal warrants.
11. The Criminal Investigations Division Chief is responsible for centralized investigation of homicides, robberies, sexual crimes, domestic crimes, property and evidence storage, and crime scene and crime laboratory functions..
12. The Special Investigations Division Chief conducts major economic, narcotic, criminal conspiracy, and organized crime investigations, and investigations of offenses associated with prostitution, gambling, and pornography that exceed the resources of other departmental elements. Responsible for processing and servicing of warrants, and maintenance of criminal records, court security, civil and criminal process, liaison with the components of the courts and criminal justice system.
13. The Police Services Assistant Director is responsible for centralized and decentralized patrol services; e.g., repress and prevent criminal activities, investigate offenses, apprehend offenders, and furnish day-to-day law enforcement services to the community.

**EXHIBIT E**  
VILLAGE OF PALMETTO BAY  
LIST OF ANCILLARY MDPD SERVICES

14. The Central Records Bureau reviews, controls, maintains, and retrieves criminal records; prepares Uniform Crime Reports; and provides Teletype and automated data communications.
15. The South Operations Division Chief is responsible for the management of uniformed patrol and general investigative functions in assigned South police districts.
16. The North Operations Division Chief is responsible for the management of uniformed patrol and general investigative functions in assigned North police districts; the Special Patrol Bureau, which provides specialized functions such as crowd control; hostage negotiation; canine; motorcycle, marine patrol and underwater recovery, the Special Response Team, and Special Events Units, the Police Operations Section which provides uniformed patrol at Jackson Memorial Hospital and in public housing developments, the Seaport Operations Section and the Airport District.
17. The Major of the Miami-Dade Public Safety Training Institute is delegated the responsibility for certification and training and the Departmental Safety Program.

**EXHIBIT F**  
VILLAGE OF PALMETTO BAY  
GENERAL INVESTIGATIONS UNIT

**GENERAL INVESTIGATION UNIT RESPONSIBILITIES:**

The General Investigations Unit (GIU) is responsible for district level criminal investigations. GIU has the responsibility to ensure complete and accurate investigations of the following offenses:

- Burglary
- Theft (Felony and Misdemeanor)
- Assault
- Sex Offenses, other than those investigated by the Special Victims Bureau or Vulnerable Victims Unit
- Minor Embezzlement
- Extortion
- Criminal Mischief
- False Bomb Threats
- Miscellaneous offenses not handled by specialized units

Districts, units, or contracted municipalities who do not maintain 24-hour GIU coverage shall maintain an "on-call" schedule of the assigned personnel. This "on-call" schedule shall be maintained at the unit of assignment and a copy shall be furnished to desk operations. The following details the criteria utilized for a GIU call out:

**GIU DETECTIVE CALL-OUT CRITERIA**

- Burglaries (residential and commercial) where subjects are in custody.
- Burglaries in which access was gained by chopping or breaking through the roof or wall and there is a scene which could lead to identification of the perpetrator(s).
- Safe jobs (Tampered or removed).
- Burglaries and thefts where the property value is in excess of \$25,000 (the FBI will be notified when the value exceeds \$50,000).
- Any occupied burglary.
- Commercial burglaries where the telephone lines are discovered cut or dispatched as so.
- Shooting where a victim is injured:
  - ◆ Shooting scene where evidence (gun, blood splatter, spent cartridges and/or bullets) is found.
- Aggravated batteries where there are serious injuries and/or the perpetrator is known or apprehended.

**EXHIBIT F**  
VILLAGE OF PALMETTO BAY  
GENERAL INVESTIGATIONS UNIT

- Confirmed adult abductions absent ransom demands where the victim is known and /or subject information can be verified/apprehended.

**GIU DETECTIVE CALL-OUT CRITERIA (CONTINUED)**

- Extortions:
  - All extortions where immediate follow-up investigation is needed and waiting for routine assignment of the case would hamper the investigation.
  - When the subject is in custody or known.
- Battery of a Law Enforcement Officer:
  - ◆ Rescue is called to scene.
  - ◆ Emergency room treatment.
  - ◆ Hospitalization.
- Stalking cases which involve victims less than 16 years of age.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

**GIU SERGEANT CALL-OUT CRITERIA**

- Shooting where a victim is injured.
- Aggravated batteries where there are serious injuries.
- Confirmed abductions absent ransom demands where the victim is known and/or the subject information can be verified or apprehended.
- Extortion:
  - ◆ All extortions where immediate follow-up investigation is needed.
- Search Warrant:
  - ◆ All cases where the procurement of a Search Warrant is necessary.
  - ◆ On consent to search cases. The option of utilize an on-scene supervisor will remain at the discretion of the Supervisor.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

**EXHIBIT F**  
VILLAGE OF PALMETTO BAY  
GENERAL INVESTIGATIONS UNIT

**AUTO THEFT DETECTIVE CALL-OUT CRITERIA**

- All cases where the subject is in custody (Grand theft auto, Altered Vehicle Identification Number (VIN), Vehicle Burglary)
- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within in the Town.
- Altered VIN where the victim locates their vehicle and there is a person on the scene claiming ownership.
- All cases where the procurement of a Search Warrant is necessary.
- Any case involving the theft or recovery of trucks or shipping containers that contain large volumes of property.
- Any case where it is the best interest of the Department, and approved by the on-duty Supervisor.

**AUTO THEFT SERGEANT CALL-OUT CRITERIA**

- All cases where a LoJack or a Teletrac signal is located inside a warehouse, container, or residence.
- Chop-shop located within in the Town.
- Search Warrant:
  - ◆ All cases where the procurement of a Search Warrant is necessary.
  - ◆ On consent to search cases. The option of utilize an on-scene supervisor will remain at the discretion of the Supervisor.
- Any case where it is in the best interest of the Department, and approved by the on-duty Supervisor.

**EXHIBIT G**

**THE VILLAGE OF PALMETTO BAY VILLAGE IDENTIFIERS  
ON MDPD MARKED POLICE VEHICLES**



**EXHIBIT H**

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
MIAMI-DADE POLICE DEPARTMENT (MDPD)  
AND  
THE VILLAGE OF PALMETTO BAY (VPB)**

**PURPOSE**

The purpose of this MOU is to allow for the Village of Palmetto Bay to utilize the services of the Miami-Dade Police Department to administer and enforce their False Alarm Ordinance.

**BACKGROUND**

The Village of Palmetto enacted a False Alarm Ordinance that mirrors the Ordinance that was enacted by Miami-Dade County. The Village of Palmetto Bay currently does not administer their False Alarm program.

**PROVISION FOR USE**

The Miami-Dade Police Department and the Village of Palmetto Bay agree that during the initial year of this MOU the Miami-Dade Police Department will dedicate personnel who will create and set up a database specific to the needs of the Village of Palmetto Bay. Each alarm located within the Village of Palmetto Bay will be registered. The Miami-Dade Police Department will also send out a false alarm booklet to all residents or businesses located within the Village of Palmetto Bay.

After the initial year of this MOU, the Miami-Dade Police Department will continue to re-register all existing alarms and any new alarms that are purchased by residents of the Village of Palmetto Bay.

The Miami-Dade Police Department will provide administrative services for subsequent actions resulting from false alarm signals. These services will include, but not be limited to, written notification of false alarms, processing of written notification of Civil Citations and Liens imposed as a result of failure to remit for false alarm charges, and the preparation and mailing of all correspondence associated with false alarms.

The Village of Palmetto Bay agrees to pay the Miami-Dade Police Department for their services which may be re-negotiated and modified each year. Costs associated shall be billed and collected pursuant to Article 7 of the Interlocal Agreement between the Village of Palmetto Bay and Miami-Dade County.

EXHIBIT H

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
MIAMI-DADE POLICE DEPARTMENT (MDPD)  
AND  
THE VILLAGE OF PALMETTO BAY (VPB)

LIABILITY

All tort liability regarding Miami-Dade County and its employees and agents shall be determined in accordance with the provisions of Florida Statute 768.28.

EFFECTIVE AND TERMINATION DATE

This MOU becomes effective upon signature by both parties and will remain in full force until rescinded by either party in writing with 45 days advance notice.

IN WITNESS THEREOF, the subscribing officials are authorized to acknowledge and execute this Memorandum of Understanding on behalf of their agency.

MIAMI-DADE POLICE DEPARTMENT THE VILLAGE OF PALMETTO BAY

  
\_\_\_\_\_  
Robert Parker, Director  
Miami Dade Police Department

  
\_\_\_\_\_  
Ron E. Williams, Manager  
The Village of Palmetto Bay

\_\_\_\_\_  
DATE

9/22/09  
\_\_\_\_\_  
DATE

FISCAL ADMINISTRATION BUREAU  
 LOCAL PATROL SERVICES' CONTRACT SUPPORT (OVERHEAD)  
 FOR FISCAL YEAR 2012 - 2013

CONTRACT OVERHEAD	
Professional Compliance Bureau	\$6,806,733
Facilities Management Section	\$9,993,435
Personnel Management Bureau (Testing, Training and Recor	\$1,095,755
Psychological Services Section	\$376,668
Budget, Planning and Resource Management (Contracts)	\$4,465,882
Property and Evidence Bureau	\$3,106,033
Radio Maintenance and Installation	\$578,218
Telecommunications (Circuits 31018)	\$1,060,713
Telecommunications (Arcards 31009)	\$677,787
Training Bureau (Pro-rated Basic Training Only)	\$1,966,838
Cost of Trainees	\$3,148,758
<b>Total</b>	<b>\$33,275,869</b>
Town of Miami Lakes LOCAL POLICE	\$6,346,460
Village of Palmetto Bay LOCAL POLICE	\$8,260,706
Town of Cutler Bay LOCAL POLICE	\$7,739,175
<b>Total Local Patrol Contracts</b>	<b>\$20,346,361</b>

# EXHIBIT I

Analysis Based on Total Personnel

Professional Compliance Bureau	Based on Sworn Personnel
Facilities Management Section	Based on Total Personnel
Personnel Management Bureau (Eval and Testing)	Based on Total Personnel
Psychological Services Section	Based on Sworn Personnel
Budget, Planning and Resource Management (Contracts)	Based on Total Personnel
Property and Evidence Bureau	Based on Items Received
Radio Maintenance and Installation	Based on Sworn Personnel
Telecommunications (Circuits 31018)	Based on Sworn Personnel
Telecommunications (Arcards 31009)	Based on Sworn Personnel
Trainees	Training Fee Per Officer

TML	CB	PB	Total O&A's	Total UM&A
\$1,594,322	\$118,676	\$95,133	\$328,451	\$5,481,283
\$0	\$0	\$0	\$0	\$9,993,435
\$13,212	\$15,039	\$11,863	\$40,114	\$1,055,361
\$5,024	\$5,583	\$5,294	\$16,901	\$358,769
\$0	\$0	\$0	\$0	\$4,465,882
\$13,112	\$9,458	\$12,536	\$41,106	\$3,063,887
\$9,264	\$1,112	\$8,281	\$27,479	\$530,742
\$17,248	\$18,531	\$14,825	\$50,604	
\$13,854	\$11,641	\$8,473	\$33,968	
\$20,087	\$29,225	\$17,330	\$66,642	\$1,052,136
<b>Total</b>	<b>\$45,154</b>	<b>\$429,733</b>	<b>\$348,955</b>	<b>\$32,292,368</b>

Percent of NEW OH to Direct Costs  
 Direct Patrol Costs

6.38%	5.50%	5.57%
\$6,346,460	\$7,739,175	\$8,260,706

FY 2012-13 Overhead Percentage per Contract  
 OH% to Direct Costs

6.38%	5.50%	5.57%
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## RESOLUTION NO. \_\_\_\_\_

1  
2  
3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**  
4 **VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC NOTICE;**  
5 **DIRECTING THE VILLAGE CLERK TO POST ALL PUBLIC/SUNSHINE**  
6 **NOTICES ON THE VILLAGE'S WEBSITE; PROVIDING AN EFFECTIVE**  
7 **DATE. (Sponsored by Vice Mayor John DuBois.)**  
8

9 **WHEREAS**, Article 1, Section 24(b) of the Florida Constitution and Section 286.011(1),  
10 *Florida Statutes* provide that all meetings of any board or commission of municipal corporations,  
11 which includes advisory boards, at which official acts are to be taken are declared to be public  
12 meetings open to the public at all times (the "Sunshine Law"); and  
13

14 **WHEREAS**, case law is clear that the Sunshine Law is to be construed in its broadest sense,  
15 See, *Town of Palm Beach v. Gradison*, 296 So 2d473 (Fla. 1974) ("The statute [Sunshine Law] should be  
16 construed so as to frustrate all evasive devices"); and  
17

18 **WHEREAS**, the Sunshine Law is not limited to meetings at which final, formal actions are  
19 taken, but to any gathering of Village Councilmembers where the Councilmembers may deal with  
20 some matter on which foreseeable action will be taken by the Village Council; and  
21

22 **WHEREAS**, the Florida Attorney General has previously determined that it is not a  
23 violation of the Sunshine Law for elected officials to attend other city board meetings or other  
24 public meetings and comment on items that may subsequently come before the commission for final  
25 action, if the city board or other public meeting has been properly noticed in accordance with the  
26 Sunshine Law and said notice states that one or more elected officials may attend the city board or  
27 other public meeting; and  
28

29 **WHEREAS**, while the Sunshine Law states that "reasonable notice" must be provided of  
30 any public meeting, the type of notice sometimes varies based upon the facts and circumstances of  
31 the public meeting scheduled to take place; and  
32

33 **WHEREAS**, although prominently posting notices of public meetings in the area in the  
34 Village set aside for that purpose will generally satisfy the posting requirement in the Sunshine Law,  
35 in order to insure maximum transparency and encourage residents to actively participate in matters  
36 that concern the general welfare of the Village, uploading the official notices of all public meetings  
37 to the Village's website by the Village Clerk is appropriate; and  
38

39 **WHEREAS**, it is the desire of the Village Council to direct the Village Clerk's office to  
40 immediately notice and post all public meetings at which one Sunshine Meetings, not only on the  
41 Village's bulletin board, but also on the Village's website in a conspicuous manner.  
42

43 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
44 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
45





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To: Honorable Mayor and Village Council

Date: February 24, 2014

From: Ron E. Williams, Village Manager

Re: SRTS Priority 1 Infrastructure  
Improvements for Howard  
Drive and Coral Reef Elementary

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SAFE ROUTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 FOR HOWARD DRIVE ELEMENTARY AND CORAL REEF ELEMENTARY SCHOOL IMPROVEMENTS; APPROVING THE SELECTION OF WRANGLER CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$159,553.56; AND PROVIDING FOR AN EFFECTIVE DATE.**

**BACKGROUND AND ANALYSIS:**

The Safe Routes to School (SRTS) Program is a national program that was developed to encourage children to walk and bicycle to school. Planners acknowledge that to be successful the program would have to develop safer and more appealing transportation alternatives for children. Safe routes coupled with the Village's municipal circulator routes would further extend intermodal connectivity in the community. The desired outcomes of such a program are wide ranging, dealing with congestion, health, environmental and other quality of life issues. A neighborhood like Palmetto Bay, which is suburban residential, low density and low traffic interior to the neighborhoods, would be an ideal setting for walking and/or biking to school.

The Village of Palmetto Bay entered into an Interlocal Agreement with Miami-Dade County Metropolitan Planning Organization on February 1, 2010 for the development of a SRTS Study. The study is part of the federal SRTS program, which the Florida Department of Transportation administers. The program is geared at encouraging elementary and middle school students to walk to school. Initial stages will involve coordination with the School Board, local school principals and PTSA's, Miami Dade County Public Works, Palmetto Bay's Public Works Department and FDOT.

Safe Route projects were developed for both Howard Drive (HD) and Coral Reef (CR) Elementary based on the steering committees input, review of several planning factors including examination of the school boundary, aerial photography, existing and future land uses, crash data, traffic counts, post speed limits, and location of traffic control devices. Site

visits were taken to evaluate the conditions within the ½ mile radius of HD and CR. Field measurements were verified through aerial photography. Priority was given to providing routine densities close to HD and CR school most conducive to walking. The priority SRTS roadway and traffic improvement projects within a two (2) mile radius of HD and CR consist of sidewalks, safer crosswalks, pavement striping and markings, ADA compliance and turn restriction signage.

The final report documents recommendations for each of the individual SRTS studies were accepted by Village Council at the April 2011 Council meeting. The Village Council further authorized the Village Manager to identify appropriate funding sources to implement the recommended improvements for each individual SRTS study. The department with the support of Miami-Dade County Public Schools submitted a SRTS infrastructure funding applications for HD, CR and Perrine Elementary (PE) to FDOT in April of 2011 to solicit funding to implement the recommendations of the individual SRTS studies.

FDOT announced on October 19, 2011 the selection of HD, CR and PE for funding of improvements requested through the FDOT SRTS Program. The cost for the overall improvements for these schools shall not exceed the allocated funding (HD \$5,670 and CR \$133,160 and PE \$471,360) and the funding years for the proposed improvements shall be in accordance with Exhibit 1.

On April 2, 2012, the Village Council approved Resolution No. 2012-29 authorizing the Village Manager to enter into a LAP agreement with FDOT for funding to design and construct priority 1 infrastructure improvements for HD and CR. The LAP program establishes uniform practices for local agencies, and assures that the local agencies meet all applicable Federal and State Standard requirements. The LAP certification authorizes the Village to administer Federal Aid Funds that are provided through FDOT for SRTS project design, development, and construction.

The design of SRTS improvements for HD was prepared by Miami-Dade Traffic Engineering Division and CR improvements were designed by the Corradino Group in FY 2012-2013. The design prepared by both MDC and the Corradino Group are consistent with the rules and regulations set forth in the LAP Agreement.

On November 19, 2013, FDOT issued a letter of authorization for the Village to proceed with the advertisement for a competitive bid for the construction work in accordance with the terms outlined in the LAP agreement. As a result, a competitive bid process was followed for construction services for Howard Drive and Coral Reef Elementary SRTS infrastructure improvements with the issuance of Request for Proposal (RFP) No.1314-11-001 on December 10, 2013. In response to the bid notice the Village received five (5) bid packages from potential contractors. Village Administration reviewed the bid packages and summarized the submittals based on pricing, completeness, experience, references, and strict adherence to FDOT LAP agreement requirements.

After a thorough analysis by Village Administration of the bid submittals for RFP 1314-11-001 it was found that Wrangler Construction Inc. was the lowest, most responsive and responsible bidder. The references listed provided positive feedback and further qualified their competence in completing priority 1 infrastructure

improvements for HD and CR in accordance with the specifications detailed in RFP No.1314-11-001.

The Department of Public Works recommended and FDOT concurs with the recommendation of award to Wrangler Construction, Inc. as they submitted the lowest, most inclusive and responsible bid for construction of priority 1 infrastructure improvements for HD and CR in accordance with RFP No.1314-11-001 in the amount of \$159,553.56. The construction services will be funded with Federal Aid Funds that are provided through FDOT for SRTS projects. The Village's allocation for construction of priority 1 infrastructure improvements for HD and CR totaled \$120,130.00.

The Administration is requesting authorization from the Village Council to enter into an agreement with Wrangler Construction, Inc. to provide construction services for the reference SRTS LAP projects.

**FISCAL/BUDGETARY IMPACT:**

The Village budgets this item under "Special Revenue Fund-CITT Transportation" in an amount not to exceed \$159,553.56 (\$120,130 will be reimbursed from FDOT SRTS Program) in the Fiscal Year 2013-2014.

**RECOMMENDATION:**

Approval is recommended.

1 RESOLUTION NO. \_\_\_\_\_  
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SAFE  
5 ROUTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 FOR  
6 HOWARD DRIVE ELEMENTARY AND CORAL REEF ELEMENTARY  
7 SCHOOL IMPROVEMENTS; APPROVING THE SELECTION OF  
8 WRANGLER CONSTRUCTION, INC., TO PROVIDE CONSTRUCTION  
9 SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ISSUE A  
10 PURCHASE ORDER AND APPROVE EXPENDITURE OF FUNDS IN  
11 AN AMOUNT NOT TO EXCEED \$159,553.56; AND PROVIDING FOR  
12 AN EFFECTIVE DATE.  
13

14 WHEREAS, The Village of Palmetto Bay entered into an Interlocal Agreement with Miami-  
15 Dade County Metropolitan Planning Organization on February 1, 2010 for the development of a  
16 SRTS Study.; and,  
17

18 WHEREAS, Safe Route projects were developed for both Howard Drive (HD) Elementary  
19 and Coral Reef (CR) Elementary based on the steering committees input, review of several planning  
20 factors including examination of the school boundary, aerial photography, existing and future land  
21 uses, crash data, traffic counts, post speed limits, and location of traffic control devices; and,  
22

23 WHEREAS, priority SRTS roadway and traffic improvement projects within a two (2) mile  
24 radius of HD and CR consist of sidewalks, safer crosswalks, pavement striping and markings, ADA  
25 compliance and turn restriction signage; and,  
26

27 WHEREAS, the final report documents recommendations for each of the individual SRTS  
28 studies that were accepted by Village Council at the April 2011 Council meeting; and,  
29

30 WHEREAS, submitted a SRTS infrastructure funding applications for HD and CR to  
31 FDOT in April of 2011 to solicit funding to implement the recommendations of the individual  
32 SRTS studies, and;  
33

34 WHEREAS, FDOT announced on October 19, 2011 the selection of HD and CR for  
35 funding of improvements requested through the FDOT SRTS Program in amounts not to exceed  
36 the allocated funding (HD \$5,670 and CR \$133,160) and the funding years for the proposed  
37 improvements shall be in accordance with Exhibit 1; and,  
38

39 WHEREAS, The design of SRTS improvements for HD was prepared by Miami-Dade  
40 Traffic Engineering Division and CR improvements were designed by the Corradino Group in FY  
41 2012-2013.; and,  
42

43 WHEREAS, on November 19, 2013 FDOT issued a letter of authorization for the Village  
44 to proceed with the advertisement for a competitive bid for the construction work in accordance  
45 with the terms outlined in the LAP agreement; and,  
46



1  
2  
3  
4 FINAL VOTE AT ADOPTION:  
5  
6 Council Member Patrick Fiore \_\_\_\_\_  
7  
8 Council Member Tim Schaffer \_\_\_\_\_  
9  
10 Council Member Joan Lindsay \_\_\_\_\_  
11  
12 Vice-Mayor John DuBois \_\_\_\_\_  
13  
14 Mayor Shelley Stanczyk \_\_\_\_\_



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

1000 NW 111 Avenue  
Miami, Florida 33172-5800

ANANTH PRASAD, PE  
SECRETARY  
**RECEIVED**

October 19, 2011

OCT 26 2011

**Applicant**  
Jaime G. Torrens  
Chief Facilities Officer  
Miami-Dade County Public Schools  
1450 NE 2<sup>nd</sup> Avenue, Room 923  
Miami, FL 33132

**Sponsor**  
Ron E. Williams  
Village Manager  
Village of Palmetto Bay  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157

**VILLAGE MANAGER'S OFFICE**  
**RON E. WILLIAMS**

Dear Mr. Torrens and Mr. Williams,

We are pleased to announce the selection of the following schools (listed in the table below) for funding improvements requested through the Florida Department of Transportation (FDOT) Safe Routes to School (SRTS) Program. The following table below shows the FDOT project numbers, school names, allocated funds, and the funding years for proposed improvements. Please note that the cost for the overall improvements for these schools shall not exceed the allocated funding.

FM Number	Schools	Funding Amount	Funding Years
431500-1	Coral Reef Elementary School (Priority 1)	\$ 133,160.00	Design 2013 Const. /CEI 2014
431502-1	Howard Drive Elementary School (Priority 1)	\$ 5,670.00	Design 2012 Const. /CEI 2013
431503-1	Perrine Elementary School	\$ 471,360.00	Design 2015 Const. /CEI 2016

The funding of these projects is subject to the availability of Federal SRTS funds, and an annual appropriation by the Legislature (spending authority). If major changes are made to the SRTS Program in the next Transportation Bill, it is possible that some planned projects may have to be delayed, funded through other means, or not funded. Please note that the SRTS projects are not funded up front. The project funds are reimbursed to the Maintaining Agency (Village of Palmetto Bay in this case) following documentation of completion of the project, or of each phase of the project.



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

District Six  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

ANANTH PRASAD  
SECRETARY

October 22, 2013

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

Subject: **Notice to Proceed for LAP Agreement for Design (Phase 38)**  
Safe Routes to School Infrastructure Priority 1 Coral Reef Elem School  
FM # 431500-1  
Federal ID: SRTS-282-A  
Contract: AQQ45  
County: Miami-Dade

Dear Ms. Patterson:

The Florida Department of Transportation has encumbered funds in the amount of \$10,000 for the design phase in connection with Contract No. AQQ45.

This letter serves as authorization for the Village of Pinecrest to proceed with the design phase **as of August 15, 2012**. Should you have any questions, please contact the Project Manager, Alfredo Reyna, P.E. at his office phone number (305) 470-5288 or by e-mail at [alfredo.reyna@dot.state.fl.us](mailto:alfredo.reyna@dot.state.fl.us).

Regards,

A handwritten signature in cursive script, appearing to read "Vicki Gatani".

Vicki Gatani,  
District LAP Administrator

Cc: Alfredo Reyna, P.E., LAP Project Manager



## *Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

District Six  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

ANANTH PRASAD  
SECRETARY

November 19, 2013

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

Subject: **Notice to Proceed for Advertisement**  
Safe Routes to School Infrastructure Priority 1 Coral Reef Elem School  
FM# 431500-1  
Contract: AQQ45  
Federal ID: SRTS-283-A  
County: Miami-Dade

Dear Ms. Patterson:

This letter serves as authorization for the Village of Palmetto Bay to proceed with the construction phase of the Local Agency Program (LAP) Agreement. Specifically, this letter authorizes Village of Palmetto Bay to advertise to receive competitive bids for the construction work in accordance with the terms outlined in the LAP Agreement. The Village of Palmetto Bay must receive a separate written concurrence from the Florida Department of Transportation prior to awarding the construction contract.

For further reference, please contact District 6 LAP Project Manager, Alfredo Reyna, at (305) 470-5288.

Sincerely,

A handwritten signature in black ink, appearing to read "Vicki Gatani".

Vicki Gatani  
District LAP Administrator

Cc: Alfredo Reyna, File



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

District Six  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

ANANTH PRASAD  
SECRETARY

November 19, 2013

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

Subject: **Notice to Proceed for Advertisement**  
Safe Routes to School Infrastructure Priority1Howard Drive Elem School  
FM# 431502-1  
Contract: AQL19  
Federal ID: SRTS-297-A  
County: Miami-Dade

Dear Ms. Patterson:

This letter serves as authorization for the Village of Palmetto Bay to proceed with the construction phase of the Local Agency Program (LAP) Agreement. Specifically, this letter authorizes Village of Palmetto Bay to advertise to receive competitive bids for the construction work in accordance with the terms outlined in the LAP Agreement. The Village of Palmetto Bay must receive a separate written concurrence from the Florida Department of Transportation prior to awarding the construction contract.

For further reference, please contact District 6 LAP Project Manager, Alfredo Reyna, at (305) 470-5288.

Sincerely,

A handwritten signature in black ink, appearing to read "Vicki Gatanis".

Vicki Gatanis  
District LAP Administrator

Cc: Alfredo Reyna, File



To: Ron E. Williams, Village Manager

Date: December 3, 2013

From: Kristy Bada, Procurement Specialist

Re: RFP No. 1314-11-001

Safe Routes to School Infrastructure Priority 1 for  
Howard Drive & Coral Reef Elem. School Imp.

The purpose of this memorandum is to inform you of a recommended course of action regarding the solicitation for Safe Routes to School Infrastructure Priority 1 for Howard Drive & Coral Reef Elem. School Imp.; and respectfully request your review and approval; as follows:

Actions to Date:

- In coordination with the Public Works Department and Florida Department of Transportation (FDOT), an RFP was developed for the solicitation of qualified vendors to provide Safe Routes to School Infrastructure Priority 1 for Howard Drive & Coral Reef Elem. School Imp..

Recommended Course of Action:

- December 9<sup>th</sup>, 2013: Approved RFP to be advertised and issued; Cone of Silence commences.
- December 19<sup>th</sup>, 2014: Mandatory Pre-Bid Meeting @ Village of Palmetto Bay Municipal Center @2:00 pm.
- January 7<sup>th</sup>, 2014: RFP 1314-11-001 due by 3:00 pm.
- January 7<sup>th</sup> – 8<sup>th</sup>, 2014: Subsequent to bid opening, tabulate bids, review submittal documentation for completeness and accuracy, and contact references.
- January 9<sup>th</sup>, 2014: Prepare memo for Directors' and FDOT's review and approval of recommendation for award.
- January 22<sup>nd</sup>, 2014: Recommendation presented to the Village Manager with copies of tabulation sheet, bid submittal with all required forms and documentation, and reference inquiry.
- February 3<sup>rd</sup>, 2014: Resolution to Council for approval of selections and Award of Contract.
- February 13<sup>th</sup>, 2014: Anticipated execution date.

By your signature below, I will proceed with the above described / recommended course of action.

*Department Approval:*

Corrice E. Patterson, Public Works Director / Date

*Finance Department Approval:*

Budgeted Funds Available: SRTS Grant

Desmond Chin, Finance Director / Date

*Manager Approval:*

Ron E. Williams, Village Manager / Date

# MIAMI DAILY BUSINESS REVIEW

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

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

VILLAGE OF PALMETTO BAY  
RFP NO. 1314-11-001

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

12/10/2013

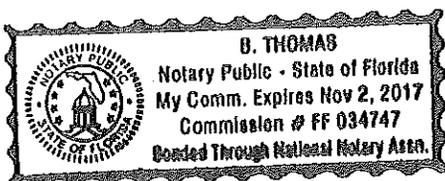
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has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

Sworn to and subscribed before me this  
10 day of DECEMBER, A.D. 2013

*B. Thomas*

(SEAL)

MARIA MESA personally known to me



## LOW BID REQUEST FOR PROPOSALS (RFP) SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENTS HOWARD DRIVE & CORAL REEF ELEMENTARY SCHOOL IMPROVEMENTS NO. 1314-11-001

The Village of Palmetto Bay is accepting sealed proposals for Safe Routes to School (SRTS) Improvements near and around Howard Drive Elementary, 7760 SW 130TH ST Palmetto Bay, FL 33157 and Coral Reef Elementary, 7035 SW 182ND Street Palmetto Bay, FL 33157. Sealed proposals must be received by the Village Clerk at Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00 p.m. on Friday, December 13, 2013. (Late submissions, email submissions, and proposals received after the time specified are not to be accepted) at which time they will be opened and read aloud.

Proposals shall be submitted using the forms provided in the specification package. To be considered, all interested parties must request and purchase a copy of the RFP document from Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, and submit one (1) original, three (3) copies, and one (1) electronic copy of the required information and documents in one (1) sealed package. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. Proposal must be accompanied by a bid guaranty in the amount of not less than five percent (5%) of the total amount of the bid.

A mandatory, pre-RFP meeting is scheduled for Thursday, December 19th, 2013 2:00 p.m. at Village of Palmetto Bay Municipal Center located at 9705 E. Hibiscus ST, Palmetto Bay, Florida 33157. Bid documents may be obtained on or after Tuesday, December 10th, 2013 after 8:30 a.m. at the Village of Palmetto Bay, Municipal Center, 9705 E. Hibiscus ST, Palmetto Bay, FL 33157. A \$30.00 non-refundable deposit per set of documents is required, made payable to Village of Palmetto Bay.

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

Interested, qualified vendors can request information by contacting the Village of Palmetto Bay, Procurement Department at [Procurement@palmettobay-fl.gov](mailto:Procurement@palmettobay-fl.gov).  
12/10

13-B-53/2196275M

SUPPLEMENTAL NO. 1 & 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 431502-1 CONTRACT NO. AQL19
--	---	--

The Village of Palmeto Bay desires to supplement the original Agreement entered into and executed on August 15, 2012 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

---

---

**PROJECT DESCRIPTION**

Name SRTS INFRASTRUCTURE PRIORITY 1 HOWARD DRIVE ELEM. SCHOOL Length N/A

Termini Howard Drive Elementary School

**Description of Work:**

Installation of plastic delineators, concrete curb and gutter, sidewalk /ADA upgrades, signage, and roadway striping in accordance with signed and sealed design plans.

**Reason for Supplement and supporting engineering and/or cost analysis:**

The contract will add to the original Design of \$655.00 the Construction phase for \$ 4,360.00 and the CEI phase for \$ 655.00 for a total contract value of \$5,670.00. Add to construction Phase and the CEI phase to the project

Time Extension: Request a time extension up to 12-31-14

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1 & 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM                  SUPPLEMENTAL                  AGREEMENT</b>	FPN 431502-1 CONTRACT NO. AQL19
--	---	--

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Planning Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total PD&amp;E Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Design</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	<u>\$655.00</u>	_____	<u>\$655.00</u>	_____	<u>\$655.00</u>
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Design Cost</b>	<b>\$655.00</b>	<b>\$0.00</b>	<b>\$655.00</b>	<b>\$0.00</b>	<b>\$655.00</b>
<b>Right-of-Way</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Right-of-Way Cost</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Construction</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	<u>\$4,360.00</u>	<u>\$4,360.00</u>	_____	<u>\$4,360.00</u>
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Construction Cost</b>	<b>\$0.00</b>	<b>\$4,360.00</b>	<b>\$4,360.00</b>	<b>\$0.00</b>	<b>\$4,360.00</b>
<b>Construction Engineering and Inspection (CEI)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	<u>\$655.00</u>	<u>\$655.00</u>	_____	<u>\$655.00</u>
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total CEI Cost</b>	<b>\$0.00</b>	<b>\$655.00</b>	<b>\$655.00</b>	<b>\$0.00</b>	<b>\$655.00</b>
<b>Total Construction &amp; CEI Costs</b>	<b>\$0.00</b>	<b>\$5,015.00</b>	<b>\$5,015.00</b>	<b>\$0.00</b>	<b>\$5,015.00</b>
<b>TOTAL COST OF THE PROJECT</b>	<b>\$655.00</b>	<b>\$5,015.00</b>	<b>\$5,670.00</b>	<b>\$0.00</b>	<b>\$5,670.00</b>

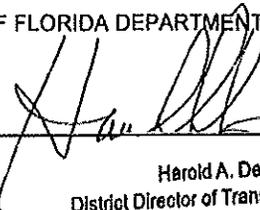
SUPPLEMENTAL NO. 1 & 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 431602-1 CONTRACT NO. AQL19
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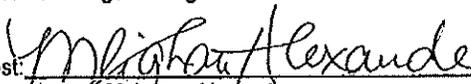
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

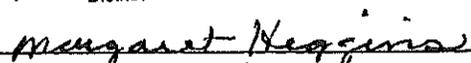
AGENCY Village of Palmetto Bay

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

*FOR*  
By:  *FINANCE DIRECTOR*  
Name: Ron E. Williams  
Title: Village Manager

By:   
Name: Harold A. Desdunes, P.E.  
Title: District Director of Transportation Development

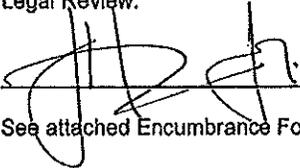
Attest:   
Name: Melghan Alexander  
Title: Village Clerk

Attest:   
Name: Margaret Higgins  
Title: Executive Secretary

Date: 11/22/2013

Date: 12-6-2013

Legal Review:

 11/22/13



See attached Encumbrance Form for date of funding approval by Comptroller.

11/12/2013

Florida Department of Transportation  
 Federal Authorization Management System  
**Notice of Approved Authorization**  
 from Federal Highway Administration  
 to Participate in Project Costs Incurred  
 After the Effective Date of Authorization Noted Below

Federal Aid Project Number: SRTS 297

State Project Number: 431502-1 58 01

This Notice of Approved Authorization is issued with the stipulation that the Florida Department of Transportation agrees to comply with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) The regulations issued pursuant thereto and (3) the policies and procedures promulgated by the Federal Highway Administration relative to the above designates project. The Florida Department of Transportation also agrees to comply with the applicable provisions set forth in CFR Part 630, Subpart C.

Project Location: **SAFE RTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 HOWARD DRIVE ELEM SCHOOL;PEDESTRIAN SAFETY IMPROVEMENT;CONSTRUCTION;LAP**

Character of proposed work: **Safety and Education for Peds/Bicyclists**

Classification of phase of work to be put under agreement Highway planning & Research Preliminary Engineering Right-of-Way XConstruction Other	Effective date of authorization      11/08/2013
---	---

Dist.	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
06	L24E		300.00	100.0%	300.00	0.00
06	LU3E		5,217.00	100.0%	5,015.00	0.00

Department of Transportation

Available funds certified by:	<b>BARBARA FLORENZAN</b>	Date: 11/07/2013
Approval recommended by:	<b>FORNICHER NIXSON</b>	Date: 11/07/2013
Approved and Authorized by:	<b>RICHARD LUTEN</b>	Date: 11/08/2013

Federal Highway Administration

Approval Recommended By:	<b>BELINDA A. HEYS</b>	Date: 11/08/2013
Approved and Authorized By:	<b>FELIX H. DELGADO</b>	Date: 11/12/2013
Agreement Approved By:	<b>FELIX H. DELGADO</b>	Date: 11/12/2013

State Remarks:

**INITIAL AUTHORIZATION FOR CONSTRUCTION AND CEI PHASE OF THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR SAFE RTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 HOWARD DRIVE ELEMENTARY SC HOOL;PEDESTRIAN SAFETY IMPROVEMENT ADDING CROSSWALKS, PEDESTRIAN WARNING SIGNS, COUNTDOWN PEDESTRIAN SIGNAL HEADS, AND PROVIDING SIDEWALKS WHERE GAPS EXIST. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING AWARD TERMS: [HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22705.PDF](http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) AND [HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22706.PDF](http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf).**

Division Remarks

2013.11.08 fhd. approved. SRTS project benefitting howard drive elementary - sidewalks

This Notice of Authorization is not the official FHWA Approved Project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at <https://fhwaapps.fhwa.dot.gov/>.

11/12/2013

Florida Department of Transportation  
 Federal Authorization Management System  
**Notice of Approved Authorization**  
 from Federal Highway Administration  
 to Participate in Project Costs Incurred  
 After the Effective Date of Authorization Noted Below

Federal Aid Project Number: SRTS 297

State Project Number: 431502-1 58 01

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Project Location: **SAFE RTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 HOWARD DRIVE ELEM SCHOOL;PEDESTRIAN SAFETY IMPROVEMENT;CONSTRUCTION;LAP**

Character of proposed work: **Safety and Education for Peds/Bicyclists**

Classification of phase of work to be put under agreement Highway planning & Research Preliminary Engineering Right-of-Way XConstruction Other	Effective date of authorization      <b>11/08/2013</b>
---	--

Dist.	Appr.	Urban/ With	Total Cost	Federal Share	Federal Funds Under Agreement	Advance Construction
06	L24E		300.00	100.0%	300.00	0.00
06	LU3E		5,217.00	100.0%	5,015.00	0.00

Department of Transportation

Available funds certified by:	<b>BARBARA FLORENZAN</b>	Date: 11/07/2013
Approval recommended by:	<b>FORNICHER NIXSON</b>	Date: 11/07/2013
Approved and Authorized by:	<b>RICHARD LUTEN</b>	Date: 11/08/2013

Federal Highway Administration

Approval Recommended By:	<b>BELINDA A. HEYS</b>	Date: 11/08/2013
Approved and Authorized By:	<b>FELIX H. DELGADO</b>	Date: 11/12/2013
Agreement Approved By:	<b>FELIX H. DELGADO</b>	Date: 11/12/2013

State Remarks:

**INITIAL AUTHORIZATION FOR CONSTRUCTION AND CEI PHASE OF THE LOCAL AGENCY PROGRAM AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR SAFE RTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 HOWARD DRIVE ELEMENTARY SC HOOL;PEDESTRIAN SAFETY IMPROVEMENT ADDING CROSSWALKS, PEDESTRIAN WARNING SIGNS, COUNTDOWN PEDESTRIAN SIGNAL HEADS, AND PROVIDING SIDEWALKS WHERE GAPS EXIST. THIS AGREEMENT IS SUBJECT TO THE FOLLOWING AWARD TERMS: [HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22705.PDF](http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) AND [HTTP://EDOCKET.ACCESS.GPO.GOV/2010/PDF/2010-22706.PDF](http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf).**

Division Remarks

**2013.11.08 fld. approved. SRTS project benefiting howard drive elementary - sidewalks**

This Notice of Authorization is not the official FHWA Approved Project Agreement for the project designated above. The official Project Agreement must be printed from FHWA's Fiscal Management Information System (FMIS). The District Federal Aid Coordinator may obtain the Project Agreement at <https://fhwaapps.fhwa.dot.gov/>.

TO: PG618VG@dot.state.fl.us 10332841  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQL19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AQL19 Contract Type: Method of Procurement:  
Vendor Name: VILLAGE OF PALME  
Vendor ID: VF050541068001  
Beginning date of this Agmt: 04/04/12  
Ending date of this Agmt: 12/31/13

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(69)/STATUS  
\*\*\*\*\*

Action: SUPPLEMENTAL Funds have been: APPROVED

55 064010612	*OM	*790078 *	655.00	*43150216801	*215	*20.205
2014		*55150200		*088718/14		
S002		*00 * S002		*0003/04		

-----  
TOTAL AMOUNT: \*\$ 655.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 11/18/2013

TO: PG618VG@dot.state.fl.us 10332841  
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AQL19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AQL19 Contract Type: Method of Procurement:  
Vendor Name: VILLAGE OF PALME  
Vendor ID: VF050541068001  
Beginning date of this Agmt: 04/04/12  
Ending date of this Agmt: 12/31/13

\*\*\*\*\*  
ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA  
(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR  
AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(68)/STATUS  
\*\*\*\*\*

Action: SUPPLEMENTAL Funds have been: APPROVED

55 064010612 \*OM \*790087 \* 4360.00 \*43150215801 \*215 \*20.205  
2014 \*55150200 \*088796/14  
S001 \*00 \* S001 \*0002/04

-----  
TOTAL AMOUNT: \*\$ 4,360.00 \*  
-----

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 11/18/2013

4360.00  
655.00  
-----  
5015.00

SUPPLEMENTAL NO. 1 & 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 431500-1 CONTRACT NO. AQQ45
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The Village of Palmeto Bay desires to supplement the original Agreement entered into and executed on August 15, 2012 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name SRTS INFRASTRUCTURE PRIORITY 1 CORAL REFF ELEM. SCHOOL Length N/A

Termini Areas surrounding Coral Reef Elementary School in Miami-Dade County Florida

**Description of Work:**

Installation and/or construction of sidewalks, ADA detectable warning surfaces, crosswalks, and locating/relocation of signage and roadway striping in accordance with signed and sealed design plans.

**Reason for Supplement and supporting engineering and/or cost analysis:**

The contract will add to the original Design of \$10,000.00 the Construction phase for \$ 115,770.00 and the CEI phase for \$ 7,390.00 for a total contract value of \$133,160.00. Add to construction Phase and the CEI phase to the project

Time Extension: Request a time extension up to 12-31-14

**ADJUSTED EXHIBIT B SCHEDULE OF FUNDING**

SUPPLEMENTAL NO. 1 & 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM          SUPPLEMENTAL          AGREEMENT</b>	FPN 431500-1 CONTRACT NO. AQQ45
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Planning Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total PD&amp;E Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	\$10,000.00	_____	\$10,000.00	_____	\$10,000.00
FY: 12-13	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Design Cost</b>	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00
<b>Right-of-Way</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Right-of-Way Cost</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: 13-14	_____	\$115,770.00	\$115,770.00	_____	\$115,770.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total Construction Cost</b>	\$0.00	\$115,770.00	\$115,770.00	\$0.00	\$115,770.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: 13-14	_____	\$7,390.00	\$7,390.00	_____	\$7,390.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
<b>Total CEI Cost</b>	\$0.00	\$7,390.00	\$7,390.00	\$0.00	\$7,390.00
<b>Total Construction &amp; CEI Costs</b>	\$0.00	\$123,160.00	\$123,160.00	\$0.00	\$123,160.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$10,000.00</b>	<b>\$123,160.00</b>	<b>\$133,160.00</b>	<b>\$0.00</b>	<b>\$133,160.00</b>

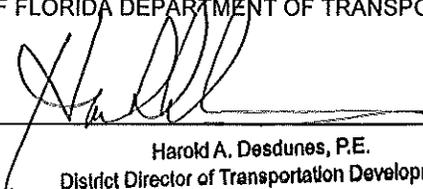
SUPPLEMENTAL NO. 1 & 2 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION <b>LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT</b>	FPN 431500-1 CONTRACT NO. AQQ45
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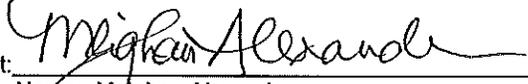
IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

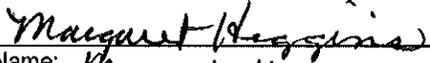
AGENCY Village of Palmetto Bay

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:  **FINANCE DIRECTOR**  
Name: Ron E. Williams  
Title: Village Manager

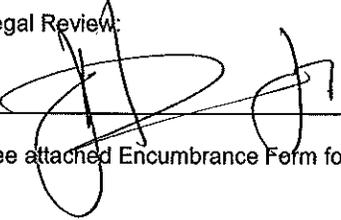
By:   
Name: Harold A. Desdunes, P.E.  
Title: District Director of Transportation Development

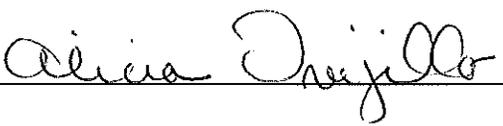
Attest:   
Name: Meighan Alexander  
Title: Village Clerk

Attest:   
Name: Margaret Higgins  
Title: Executive Secretary

Date: 11/22/2013

Date: 12-6-2013

Legal Review:  11/22/13



See attached Encumbrance Form for date of funding approval by Comptroller.



**BID OPENING - REQUEST FOR PROPOSALS (RFP)**  
**SAFE ROUTES TO SCHOOL INFRASTRUCTURE PRIORITY 1 FOR HOWARD DRIVE &**  
**CORAL REEF ELEMENTARY SCHOOL IMPROVEMENTS - No. 1314-11-001**  
**Opening Date: January 8, 2014 - 3 pm**

Proposer:

Enviro Waste Services Group, Inc.

Metro Express, Inc.

JVA Engineering Contractor, Inc.

Wrangler Construction, Inc.

Roadway Construction, LLC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Price:

228,938.43

BB: 192,723.25

CRE: 36,215.18

HDE: 208,024.85

BB: 160,000.50

CRE: 48,024.35

HDE: 182,992.28

BB: 150,444.51

CRE: 32,547.78

HDE: 132,139.40

BB: 134,094.31

CRE: 25,459.25

HDE: 230,485.43

BB: 230,485.43

CRE: 63,564.32

HDE: \_\_\_\_\_

CRE: \_\_\_\_\_

HDE: \_\_\_\_\_

CRE: \_\_\_\_\_

HDE: \_\_\_\_\_

CRE: \_\_\_\_\_

HDE: \_\_\_\_\_

CRE: \_\_\_\_\_

HDE: \_\_\_\_\_

Opening conducted and verified by:

Meighan J. Alexander

Meighan J. Alexander  
 Village Clerk

Witnesses:

Missy Arocha

Print Name: Missy Arocha

Kristy Bada

Print Name: Kristy Bada

01-08-14P03:01 RCVD

# Village of Palmetto Bay

## Proposal Tabulation

### SRTS Infrastructure Priority 1 Howard Drive & Coral Reef Elementary School Improvements - RFP 1314-11-001

Bid Open Date: January 8th, 2014 at 3:00pm



	Roadway Construction	Envirowaste Group <i>Bid Amount</i>	MetroExpress	JVA Engineering	Wrangler Construction
<b>Base Bid:</b> (Howard Drive & Coral Reef; Excluding Allowances)	<del>\$230,485.43</del> \$223,226.75	<del>\$228,938.43</del> \$191,507.18	<del>\$208,024.85</del> \$170,113.50	<del>\$182,992.28</del> \$158,174.80	\$132,139.60
<b>Total Bid:</b> (Howard Drive & Coral Reef; Including Allowances)	<del>\$294,050.00</del> \$276,334.42	<del>\$228,938.43</del> \$228,657.91	<del>\$208,024.85</del> \$206,124.85	\$182,992.28	\$159,553.56
<b>Bid Checklist</b>					
Pre-Bid Conference or Site Inspection	✓	✓	✓	✓	✓
Bid Form completed and executed in accordance with the General Conditions, Special Conditions, and the Scope of Services	✓	✓	✓	✓	✓
Bid Guaranty	✓	✓	✓	✓	✓
Bidder Qualifications	✓	✓	✓	✓	✓
Copies of Bid and Village Required Forms	✓	✓	⊗ Missing OSHA Standards Conformance	✓	⊗ Missing OSHA Standards Conformance & 2 Copies of Package
Insurance	✓	✓	⊗	✓	⊗
Licenses	✓	✓	⊗	✓	✓
DBE Certification	✓	⊗	⊗	⊗	✓
Addendum Acknowledgment	✓	✓	✓	✓	✓
References	✓	✓	✓	✓	✓

Note: Strikethrough denotes mathematical error by bidder.

Date Advertised: Tuesday, November 12th, 2013  
 Publication(s): Daily Business Review

Opened and Received By: Melghan J. Alexander,  
 Village Clerk

# Village of Palmetto Bay

Proposal Tabulation -- HOWARD DRIVE

SRTS Infrastructure Priority 1 Howard Drive & Coral Reef Elementary School Improvements - RFP 1314-11-001

Bid Open Date: January 8th, 2014 at 3:00pm



ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Roadway Construction		Envirowaste Group		MetroExpress		JVA Engineering		Wrangler Const.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
110-11B	CLEARING AND GRUBBING	LS.	1	\$4,121.00	\$4,121.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
102-1	MAINTENANCE OF TRAFFIC	LS.	1	\$363.00	\$363.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
102-74-1	BARRICADES (TEMPORARY, TYPE I, II, VP & DRUM)	EA/DAY	40	\$7.60	\$304.00	\$1.00	\$40.00	\$1.00	\$40.00	\$0.40	\$16.00	\$0.50	\$20.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	10	\$458.00	\$4,580.00	\$100.00	\$1,000.00	\$10.00	\$100.00	\$2.00	\$20.00	\$20.00	\$200.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY	60	\$12.00	\$720.00	\$1.00	\$60.00	\$1.00	\$60.00	\$10.00	\$600.00	\$2.00	\$120.00
102-60A	WORK ZONE SIGNS	EA/DAY	20	\$15.00	\$300.00	\$1.50	\$30.00	\$2.00	\$40.00	\$0.50	\$10.00	\$1.00	\$20.00
110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick)	S.Y.	78	\$37.00	\$2,886.00	\$8.95	\$698.10	\$9.00	\$702.00	\$15.00	\$1,170.00	\$9.00	\$702.00
110-4-10C	REMOVE AND DISPOSE EXISTING CURB & GUTTER	L.F.	65	\$23.00	\$1,495.00	\$7.00	\$455.00	\$1.00	\$65.00	\$5.00	\$325.00	\$9.00	\$585.00
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	72	\$42.00	\$3,024.00	\$37.50	\$2,700.00	\$28.00	\$2,016.00	\$25.00	\$1,800.00	\$23.00	\$1,656.00
520-2	CONCRETE CURB AND GUTTER (Any type, including base preparation)	L.F.	65	\$38.00	\$2,470.00	\$27.00	\$1,755.00	\$18.00	\$1,170.00	\$28.00	\$1,820.00	\$20.00	\$1,300.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (Including pedestrian ramps and sidewalk curbs)	S.Y.	78	\$71.00	\$5,538.00	\$53.00	\$4,134.00	\$54.00	\$4,212.00	\$48.00	\$3,744.00	\$33.00	\$2,574.00
635-11	PULL BOX, METER TYPE (Polymor)	AS.	6	\$924.00	\$5,544.00	\$215.00	\$1,290.00	\$300.00	\$1,800.00	\$750.00	\$4,500.00	\$150.00	\$900.00
632-7-1B	TRAFFIC CONTROL CABLE - (47 conductor)	L.F.	6	\$257.00	\$1,542.00	\$17.00	\$102.00	\$80.00	\$480.00	\$40.00	\$240.00	\$50.00	\$300.00
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign R10-3B)	EA	1	\$3,827.72	\$3,827.72	\$5,100.00	\$5,100.00	\$19,500.00	\$19,500.00	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00
690-70	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	EA	1	\$608.60	\$608.60	\$395.00	\$395.00	\$500.00	\$500.00	\$200.00	\$200.00	\$250.00	\$250.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12 sq FT)	AS.	4	\$108.00	\$432.00	\$225.00	\$900.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$300.00	\$1,200.00
705-11-4	DELINEATOR (Flexible High Performance)	EA.	15	\$179.00	\$2,685.00	\$135.00	\$2,025.00	\$100.00	\$1,500.00	\$120.00	\$1,800.00	\$115.00	\$1,725.00
711-11-23	THERMOPLASTIC (White) (Solid) (2")	L.F.	80	\$3.00	\$240.00	\$2.40	\$192.00	\$3.25	\$260.00	\$2.00	\$160.00	\$3.00	\$240.00
711-11-25	THERMOPLASTIC (White) (Solid) (2 1/2")	L.F.	543	\$4.00	\$2,172.00	\$4.55	\$2,470.65	\$4.50	\$2,443.50	\$4.25	\$2,307.75	\$5.50	\$2,986.50
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	100	\$1.00	\$100.00	\$1.20	\$120.00	\$1.20	\$120.00	\$1.50	\$150.00	\$0.84	\$84.00
711-17	Removal of existing thermoplastic pavement markings	S.F.	150	\$12.00	\$1,800.00	\$3.25	\$487.50	\$3.00	\$450.00	\$1.75	\$262.50	\$3.70	\$555.00
				<b>SUB TOTAL (Base Estimate)</b>		\$44,752.32		\$34,158.50		\$26,225.25		\$18,417.50	
<b>ALLOWANCES</b>													
101-11	MOBILIZATION	LS.		\$2,475.00	\$2,475.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	LS.		\$4,896.00	\$4,896.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00
990-0	ALLOWANCE-PERMITS	LS.		\$2,720.00	\$2,720.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,800.00	\$2,800.00
999-02	CONTINGENCY ALLOWANCE (10% OF BASE ESTIMATE)			\$8,274.75	\$8,274.75	\$5,655.03	\$5,655.03	\$3,745.85	\$3,745.85	\$3,622.53	\$3,622.53	\$1,844.75	\$1,844.75
				<b>TOTAL</b>		\$69,564.32		\$59,318.55		\$48,024.03		\$32,549.25	

Date Advertised: Tuesday, November 12th, 2013  
 Publication(s): Daily Business Review  
 Opened and Received By: Meighan J. Alexander, Village Clerk

# Village of Palmetto Bay

## Proposal Tabulation - CORAL REEF

### SRTS Infrastructure Priority 1 Howard Drive & Coral Reef Elementary School Improvements - RFP 1314-11-001

Bid Open Date: January 8th, 2014 at 3:00pm



ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Roadway Construction		Envirowaste Group		MetroExpress		JVA Engineering		Wrangler Const.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
110-118	CLEARING AND GRUBBING	L.S.	1	\$24,550.00	\$24,550.00	\$9,500.00	\$9,500.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$10,500.00	\$10,500.00
102-1	MAINTENANCE OF TRAFFIC	L.S.	1	\$8,649.00	\$8,649.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$3,900.00	\$3,900.00
425-4	INLET ADJUST	EA.	1	\$1,373.00	\$1,373.00	\$500.00	\$500.00	\$380.00	\$380.00	\$800.00	\$800.00	\$700.00	\$700.00
522-1	CONCRETE SIDEWALK (4" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	1819	\$34.00	\$61,846.00	\$47.00	\$85,493.00	\$48.00	\$87,312.00	\$42.00	\$76,398.00	\$29.00	\$52,751.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	237	\$53.00	\$12,561.00	\$53.00	\$12,561.00	\$54.00	\$12,798.00	\$48.00	\$11,376.00	\$32.00	\$7,584.00
527-1	DETECTABLE WARNING SURFACE	EA.	104	\$43,784.00	\$43,784.00	\$27,500.00	\$28,600.00	\$28.00	\$2,912.00	\$180.00	\$18,720.00	\$168.00	\$17,472.00
570-12	PERFORMANCE TURT, SOD (PENSACOLA BAHIA OR MATCH EXISTING)	S.Y.	1690	\$6.00	\$10,140.00	\$4.25	\$7,182.50	\$6.00	\$10,140.00	\$4.60	\$7,774.00	\$2.10	\$3,549.00
700-20-40	EXISTING SIGNS TO BE RELOCATED	AS.	29	\$95.00	\$2,755.00	\$150.00	\$4,350.00	\$150.00	\$4,350.00	\$75.00	\$2,175.00	\$100.00	\$2,900.00
711-11-23	THERMOPLASTIC (White) (Solid) (24")	L.F.	2972	\$3.00	\$8,916.00	\$2.40	\$7,132.80	\$3.25	\$9,659.00	\$2.00	\$5,944.00	\$3.00	\$8,916.00
711-11-25	THERMOPLASTIC (White) (Solid) (24")	L.F.	346	\$4.00	\$1,384.00	\$4.55	\$1,574.30	\$4.50	\$1,557.00	\$4.25	\$1,470.50	\$5.50	\$1,903.00
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	27	\$3.00	\$81.00	\$3.10	\$83.70	\$4.00	\$108.00	\$3.25	\$87.75	\$3.90	\$105.30
711-16-11	THERMOPLASTIC, STANDARD OTHER SURFACE, (White) (Solid) (6")	NM	0.014	\$144.00	\$2.02	\$27,664.00	\$387.30	\$8,000.00	\$112.00	\$4,800.00	\$67.20	\$4,650.00	\$65.10
711-16-211	THERMOPLASTIC, STANDARD OTHER SURFACE, (Yellow) (Solid) (6")	NM	0.092	\$461.00	\$42.41	\$27,664.00	\$2,545.09	\$8,000.00	\$736.00	\$4,800.00	\$441.60	\$4,650.00	\$427.80
711-17	REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT MARKINGS	S.F.	797	\$3.00	\$2,391.00	\$2.25	\$1,793.25	\$3.00	\$2,391.00	\$1.50	\$1,195.50	\$3.70	\$2,948.90
	SUB TOTAL (Base Estimate)				\$78,474.43		\$465,000.95		\$135,955.00		\$131,949.55		\$113,722.10
	ALLOWANCES												
101-1	MOBILIZATION	L.S.		\$11,854.00	\$11,854.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.		\$8,160.00	\$8,160.00	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$3,000.00	\$3,000.00
990-0	ALLOWANCE-PERMITS	L.S.		\$680.00	\$680.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$3,500.00	\$3,500.00
999-02	CONTINGENCY ALLOWANCE (10% OF BASE ESTIMATE)			\$73,317.00	\$73,317.00	\$465,000.95	\$465,000.95	\$135,955.00	\$135,955.00	\$131,949.55	\$131,949.55	\$113,722.10	\$113,722.10
	TOTAL			\$230,445.43	\$230,445.43	\$1,927,232.33	\$1,927,232.33	\$599,550.50	\$599,550.50	\$350,444.51	\$350,444.51	\$314,994.31	\$314,994.31

Date Advertised: Tuesday, November 12th, 2013  
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,  
 Village Clerk

# Village of Palmetto Bay

## Reference Questionnaire

### SRTS Infrastructure Priority 1 Howard Drive & Coral Reef

### Elementary School Improvements - RFP 1314-11-001

### Bid Open Date: January 8th, 2014 at 3:00pm



Wrangler Construction Inc.			
Reference By:	Leroy Garcia, Miami-Dade Parks and Recreation	Tom Nash, City of Miami Springs	George Copoleccia, Miami-Dade County
Did the Contractor remain within budget?	Yes	Yes	Yes
Was the vendor easy to get in contact with? How was their customer service?	Always available	Responsive; Meet almost daily; Constant Contact	Yes, very cooperative
Would you work with Contractor again?	Working on two projects now	Yes	Definitely
Did the Contractor complete job on time?	Yes; Acceptable standards for the industry	Yes; Never had issue with work ethic or work product	Job was completed on time
How was the Contractor's response time?	Easy to get in contact with	Immediately	24 hour response time
What was the work completed and when?	Quail Roost Park \$140,000 2013	Council just approved \$110,000 project	Sidewalk Improvements 2011-2012

Date Advertised: Tuesday, November 12th, 2013  
 Publication(s): Daily Business Review

Opened and Received By: Meighan J. Alexander,  
 Village Clerk

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



To: Corrice E. Patterson, Public Works Director

From: Kristy Bada, Procurement Specialist

Date: January 13th, 2014

RFP/ITB#: 1314-11-001 Item/Service: SRTS Infrastructure Priority 1 Howard Drive & Coral Reef Elementary School Improvements

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

**I. Procurement Comments:**

During the administrative review of bid submittals for RFP 1314-11-001 it was found that Wrangler Construction Inc. was the lowest, most responsive and responsible bidder. The bid submittal included the majority of required documentation (please refer to Section II), licenses, bid guaranty (5%), reference and addendum acknowledgements. The references listed provided positive feedback and further qualified their competence in completing projects of this nature.

**II. Recommendation:**

a. Which bid is being recommended? Wrangler Construction, Inc.

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

If No, is the variance considered: Minor X Major \_\_\_

Explain: Response was missing extra copies of submittal, insurance certificate and execution of OSHA Standards Conformance Form as requested by solicitation. These items do not affect the total bid price and have been provided by the bidder.

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

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

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

**III. Procurement Action/Recommendation(s):**

The Finance Department, Procurement Specialist has reviewed all responses and recommends award to the lowest, most responsive and responsible bidder, which is Wrangler Construction, in the amount of \$159,553.56.

**IV. Recommendation Approval:**

Signature/Date [Signature] 1/24/14  
Kristy Bada, Procurement Specialist

Signature/Date [Signature] 1/27/14  
Corrice E. Patterson, Public Works Director

Signature/Date [Signature] 1/27/14  
Desmond Chin, Finance Director

Signature/Date [Signature]  
Ron E. Williams, Village Manager

**V. FDOT Concurrence:**

Signature/Date See Attached Letter Name/Title See Attached Letter



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

District Six  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

ANANTH PRASAD  
SECRETARY

January 30, 2014

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

**Subject: Concurrence Letter**

Safe Routes to School Infrastructure Priority1 Howard Drive Elem School  
FM# 431502-1  
Contract: AQL19  
Federal ID: SRTS-297-A  
County: Miami-Dade

Dear Ms. Patterson:

The Florida Department of Transportation has received your bid tabulation and request for concurrence in the above reference LAP project. This letter serves as concurrence from the Florida Department of Transportation for the Village of Palmetto Bay to proceed with the recommendation of award to: Wrangler Construction, Inc.

For further reference, please contact District 6 LAP Project Manager, Alfredo Reyna, at (305) 470-5288.

Sincerely,

A handwritten signature in black ink, appearing to read "Vicki Gatani".

Vicki Gatani  
District LAP Administrator

Cc: Alfredo Reyna, File



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

District Six  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

ANANTH PRASAD  
SECRETARY

January 30, 2014

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

Subject: **Concurrence Letter**  
Safe Routes to School Infrastructure Priority 1 Coral Reef Elem School  
FM# 431500-1  
Contract: AQQ45  
Federal ID: SRTS-283-A  
County: Miami-Dade

Dear Ms. Patterson:

The Florida Department of Transportation has received your bid tabulation and request for concurrence in the above reference LAP project. This letter serves as concurrence from the Florida Department of Transportation for the Village of Palmetto Bay to proceed with the recommendation of award to: Wrangler Construction, Inc.

For further reference, please contact District 6 LAP Project Manager, Alfredo Reyna, at (305) 470-5288.

Sincerely,

A handwritten signature in cursive script that reads "Vicki Gatani".

Vicki Gatani  
District LAP Administrator

Cc: Alfredo Reyna, File

**Florida UCP DBE Directory  
Vendor Profile**

As Of: 01/24/2014

Vendor Name: WRANGLER CONSTRUCTION INC

Certification: DBE

Former Name:

Business Description: WATER AND SEWER LINE AND RELATED STRUCTURES

Mailing Address:  
12855 SW 136TH AVENUE SUITE 206  
MIAMI, FL 33186-

Physical Address:  
12855 SW 136TH AVENUE SUITE 206  
MIAMI FL 33186-

District: 06 County: DADE

Website:

Contact Name: RAFAEL QUESADA

Phone: (305) 278-4719

Fax: (305) 278-4720

Contact Email: [RAFAGWRANGLER-CONSTRUCTION.COM](mailto:RAFAGWRANGLER-CONSTRUCTION.COM)

Current DBE Certification: Certified

Certifying Member: Miami-Dade County

ACDBE Status: N

First Certification Date:

Statewide Availability: N

Certifying Areas

Highway: Y Aviation: Y Transit: Y

Certified NAICS

236118 - Residential Remodelers
236210 - Industrial Building Construction
236220 - Commercial and Institutional Building Construction
237110 - Water and Sewer Line and Related Structures Construction
237120 - Oil and Gas Pipeline and Related Structures Construction
237130 - Power and Communication Line and Related Structures Construction
237210 - Land Subdivision
237310 - Highway, Street, and Bridge Construction
237990 - Other Heavy and Civil Engineering Construction
238110 - Poured Concrete Foundation and Structure Contractors
238120 - Structural Steel and Precast Concrete Contractors
238990 - All Other Specialty Trade Contractors

11:08:04 AM 1/13/2014

**Data Contained In Search Results Is Current As Of 01/13/2014 11:06 AM.**

**Search Results**

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	<b><u>WRANGLER CONSTRUCTION INC</u></b>	DBA	CGC058368 Cert General	Current, Active 08/31/2014
License Location Address*: WRANGLER CONSTRUCTION, INC. MIAMI, FL 33186 Main Address*: 12855 SW 136TH AVE STE 206 MIAMI, FL 33186				
Certified Underground Utility and Excavation Contractor	<b><u>WRANGLER CONSTRUCTION INC</u></b>	DBA	CUC056805 Cert Under	Current, Active 08/31/2014
Main Address*: 12855 SW 136TH AVE STE 206 MIAMI, FL 33186 Mailing Address*: WRANGLER CONSTRUCTION, INC. MIAMI, FL 33186				
Construction Business Information	<b><u>WRANGLER CONSTRUCTION INC</u></b>	Primary	Business Info	Current
Main Address*: 12855 SW 136TH AVE SUITE 206 MIAMI, FL 33186				
Construction Business Information	<b><u>WRANGLER CONSTRUCTION INC</u></b>	Primary		Application in Progress
Main Address*: 3557 ESTEPONA AVENUE DORAL, FL 33178				

[Back](#) [New Search](#)

**\* denotes**

- Main Address - This address is the Primary Address on file.
- Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
- License Location Address - This is the address where the place of business is physically located.

**1940 North Monroe Street, Tallahassee FL 32399** :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. [Copyright 2007-2010 State of Florida, Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal

address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.



## Detail by Entity Name

### Florida Profit Corporation

WRANGLER CONSTRUCTION INC.

### Filing Information

Document Number P03000072217  
FEI/EIN Number 770603738  
Date Filed 06/30/2003  
State FL  
Status ACTIVE

### Principal Address

12855 SW 136 AVE.  
206  
MIAMI, FL 33186

Changed: 03/13/2006

### Mailing Address

12855 SW 136 AVE.  
206  
MIAMI, FL 33186

Changed: 03/13/2006

### Registered Agent Name & Address

QUESADA, RAFAEL  
12855 SW 136 AVENUE  
SUITE 206  
MIAMI, FL 33186

Address Changed: 02/17/2010

### Officer/Director Detail

#### **Name & Address**

#### Title PD

QUESADA, RAFAEL  
12855 SW 136 AVENUE, SUITE 206  
MIAMI, FL 33186

#### Title V

CLAVELO, FELIX  
12855 SW 136 AVENUE, SUITE 206  
MIAMI, FL 33183

#### Title T

PEREZ DE CORCHO, JOSE  
12855 SW 136 AVENUE, SUITE 206  
MIAMI, FL 33186

Title S

QUESADA, CARLA  
 12855 SW 136 AVENUE, SUITE 206  
 MIAMI, FL 33186

**Annual Reports**

Report Year	Filed Date
2011	02/22/2011
2012	04/26/2012
2013	04/24/2013

**Document Images**

04/24/2013 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
04/26/2012 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
02/22/2011 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
02/17/2010 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/23/2009 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/11/2008 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
05/29/2007 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
03/13/2006 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
05/02/2005 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
05/01/2004 -- ANNUAL REPORT	<a href="#">View image in PDF format</a>
06/30/2003 -- Domestic Profit	<a href="#">View image in PDF format</a>

**ACORD, CERTIFICATE OF LIABILITY INSURANCE** DATE(M/D/YYYY)  
1/10/2014

<b>PRODUCER</b> PTL INSURANCE ASSOC., INC. 7201 CORAL WAY MIAMI, FL. 33155 305-262-7094	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> WRANGLER CONSTRUCTION, INC.  12855 SW 136 AVE., SUITE 206 MIAMI, FL 33186 (305) 408-9382	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: ENDURANCE AMERICAN SPECIALTY INS. CO.</td> <td></td> </tr> <tr> <td>INSURER B: COMMERCE &amp; INDUSTRY INS. CO. (ATG)</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: ENDURANCE AMERICAN SPECIALTY INS. CO.		INSURER B: COMMERCE & INDUSTRY INS. CO. (ATG)		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC#												
INSURER A: ENDURANCE AMERICAN SPECIALTY INS. CO.													
INSURER B: COMMERCE & INDUSTRY INS. CO. (ATG)													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

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

RTR	RDSL	LTR	RSLD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(M/D/YYYY)	POLICY EXPIRATION DATE(M/D/YYYY)	LIMITS
				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD DED:1000 <input checked="" type="checkbox"/> Contractual liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC	CBC10000338600 XCU LIABILITY	05-22-13	05-22-14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
				AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
				EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$	BE022118459 PER PROJ/END INC	05-04-13	05-04-14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC/STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay FL 33157	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:
--	---



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2013

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

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

<b>PRODUCER</b> Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660	<b>CONTACT</b> NAME: msantelices@coastalinsgroup.com PHONE (A/C No. Ext): 305-887-5999 FAX (A/C No.): 305-887-7809 E-MAIL ADDRESS: msantelices@coastalinsgroup.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Association Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 11240
<b>INSURED</b> Wrangler Construction Inc Suite 206 12855 S.W. 136Th Avenue Miami FL 33186	<b>WRANG-1</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 651739392**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV 0500201 07	12/18/2013	12/18/2014	WC STATUTORY LIMITS    OTH-ER E L EACH ACCIDENT \$1000000 E L DISEASE - EA EMPLOYEE \$1000000 E L DISEASE - POLICY LIMIT \$1000000

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

<b>CERTIFICATE HOLDER</b>  Village of Palmetto Bay 9705 E. Hibiscus Street Palmetto Bay FL 33157	<b>CANCELLATION 10</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---



**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: WRANGLER CONSTRUCTION, INC.  
Vendor  
12855 SW 136 AVE #206, MIAMI, FL 33186  
Address  
ATT: RAFAEL A. QUESADA, PRESIDENT  
Name and Title

PROJECT DESCRIPTION: Request for Proposals 1314-11-001; Safe Routes to School Infrastructure Priority 1 Howard Drive 1 Elementary and Coral Reef Elementary School Improvements in accordance with Contract Documents as prepared by the Village

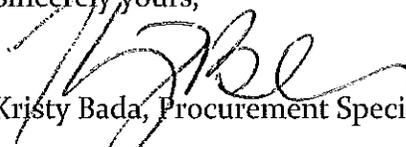
Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: One Hundred Fifty Nine Thousand Five Hundred Fifty Three Dollars and 56/100 (\$159,553.56) submitted to the Village of Palmetto Bay (Owner) on January 8<sup>th</sup>, 2014(Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract and the requirement for providing the Performance and Payment Bonds for the Project. Please execute all copies of the Contract and attach a copy of the Performance and Payment Bonds to each Contract and return to our office within ten (10) consecutive days from Council approval for final execution by the Owner.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Contract with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Invitation to Bid met within ten (10) consecutive calendar days from March 3<sup>rd</sup>, 2014 (Date).

Sincerely yours,

  
Kristy Bada, Procurement Specialist

Attachment(s)

Cc: Ron E. Williams, Village Manager  
Corrice E. Patterson, Public Works Director  
Danny Casals, Field Operations Supervisor

# LOW BID REQUEST FOR PROPOSAL

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



*Wrangler Construction*

---

## **TITLE:**

Safe Route to School (SRTS) Infrastructure Priority 1  
Howard Drive and Coral Reef Elementary School Improvements

## **RFP NO.:**

1314-11-001

## **DUE DATE:**

Wednesday, January 8<sup>th</sup>, 2014

## **ISSUED:**

Tuesday, December 10<sup>th</sup>, 2013

## **PROJECT INFORMATION:**

Federal Aid Project No.: 431502-1 and 431500-1  
F.A.P. No. (Construction): SRTS-297-A and SRTS-283-A  
Financial Management No.: AQL19 and AQQ45  
Contract Number: 1314-11-001

## **CONTACT PERSONS:**

Director  
Corrice E. Patterson  
Public Works Department  
[CPatterson@palmettobay-fl.gov](mailto:CPatterson@palmettobay-fl.gov)

Procurement Specialist  
Kristy Bada  
Finance Department  
[KBada@palmettobay-fl.gov](mailto:KBada@palmettobay-fl.gov)

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Imposition of "Cone of Silence"

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**SECTION 15 FORMS**

THIS BID IS SUBMITTED TO:

Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

The undersigned PROPOSER proposes and agrees, 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.

PROPOSER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to PROPOSER'S, 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 Bid opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of Village's Notice of Award.

In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:

- (a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. <u>  1  </u>	Dated: <u>6 JAN 14</u>
Addendum No. <u>          </u>	Dated: <u>          </u>
Addendum No. <u>          </u>	Dated: <u>          </u>
Addendum No. <u>          </u>	Dated: <u>          </u>

- (b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the service.
- (c) PROPOSER has studied carefully all local conditions.

- (d) PROPOSER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.
- (e) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) PROPOSER has given the VILLAGE written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the VILLAGE is acceptable to PROPOSER.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over the VILLAGE.

PROPOSER understands and agrees that this is a unit rate contract. The prices submitted on the bid form are to furnish and deliver all of the goods and services complete in place. The quantities provided on the form are for the purpose of Bid Evaluation and should be considered estimates only. CONTRACTOR's unit prices will not be adjusted to reflect any deviation from the provided quantities. As such the CONTRACTOR shall furnish all labor, materials, equipment, tools, supervision, safety measures, and services necessary to provide the stated units of work for the Bid Price of:

Work to be included for all items:

Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the VILLAGE to complete the work per the specifications and as required shall be included in the above bid.

I. NOTES TO BIDDERS:

1. CONTRACTOR shall fill in the entire bid form, No spaces are to be left blank.

2. The VILLAGE reserves the right to utilize any combination of the bid units, add alternates as they so desire to achieve the proper balance between the required goods and services the VILLAGE's available budget.
3. The VILLAGE reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

BASE BID: \$132,139.60

One hundred thirty two thousand one hundred  
thirty nine dollars and 60/100 cents. Dollars

(Written Total Base Bid Price - From Schedule of Values on BID Form)

5. PROPOSER agrees that the work will be completed as scheduled from the date stipulated in the work orders executed under the terms of this contract.
6. Communications concerning this Bid shall be addressed to:

PROPOSER: WRANGLER CONSTRUCTION, INC.  
Address: 12855 SW 136 Ave #206  
MIAMI, FL 33186  
Telephone 305 278-4719  
Facsimile Number 305 278-4720  
Attention: Felix R. Clavelo

2. The terms used in this Bid which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

SUBMITTED THIS DAY 8 JAN 2014, ~~2013~~

Schedule of Value Howard Elementary		Location			
		Howard Elementary			
ITEM NO.	DESCRIPTION	UNIT	UNIT		COST
			QUANTITY	PRICE	
110-1-1B	CLEARING AND GRUBBING	L.S.	1	1,000.00	1,000.00
102-1	MAINTENANCE OF TRAFFIC	L.S.	1	500.00	500.00
102-74-1	BARRICADES ( TEMPORARY- TYPE I, II, VP & DRUM ).	EA/DAY	40	0.50	20.00
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	10	20.00	200.00
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE	EA/DAY	60	2.00	120.00
102-60A	WORK ZONE SIGNS	EA/DAY	20	1.00	20.00
110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE	S.Y.	78	9.00	702.00
110-4-10C	REMOVE AND DISPOSE EXISTING CURB & GUTTER	L.F.	65	9.00	585.00
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	72	23.00	1,656.00
520-2	CONCRETE CURB AND GUTTER (Any type, Including base	L.F.	65	20.00	1,300.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28	S.Y.	78	33.00	2,574.00
635-1-11	PULL BOX, METER TYPE (Polymer)	AS.	6	150.00	900.00
632-7-1B	TRAFFIC CONTROL CABLE - (4-7 conductor)	L.F.	6	50.00	300.00
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign R10-3B)	EA.	1	1,500.00	1,500.00
690-70	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	EA.	1	250.00	250.00
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12 sq FT)	AS.	4	300.00	1,200.00
705-11-4	DELINEATOR (Flexible High Performance)	EA.	15	115.00	1,725.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	80	3.00	240.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	543	5.50	2,986.50
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	100	0.84	84.00
711-17	Removal of existing thermoplastic pavement markings	S.F.	150	3.70	555.00
<b>SUB TOTAL</b>					<b>\$18,417.50</b>
<b>ALLOWANCES</b>					
101-11	MOBILIZATION	L.S.		1,800.00	1,800.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.		600.00	600.00
990-0	ALLOWANCE-PERMITS	L.S.		2,800.00	2,800.00
999-02	CONTINGENCY ALLOWANCE (10% OF BASE ESTIMATE)				1,841.75
<b>TOTAL</b>					<b>\$ 25,459.25</b>

Schedule of Value Coral Reef Elementary			Location		
			Coral Reef Elementary		
ITEM NO.	DESCRIPTION	UNIT	UNIT		COST
			QUANTITY	PRICE	
110-1-1B	CLEARING AND GRUBBING	L.S.	1	10,500.00	10,500.00
102-1	MAINTENANCE OF TRAFFIC	L.S.	1	3,900.00	3,900.00
425-4	INLET ADJUST	EA.	1	700.00	700.00
522-1	CONCRETE SIDEWALK (4" Thick, 3000 P.S.I. concrete at 28	S.Y.	1819	29.00	52,751.00
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28	S.Y.	237	32.00	7,584.00
527-1	DETECTABLE WARNING SURFACE	EA.	104	168.00	17,472.00
570-1-2	PERFORMANCE TURF, SOD (PENSACOLA BAHIA OR	S.Y.	1690	2.10	3,549.00
700-20-40	EXISTING SIGNS TO BE RELOCATED	AS.	29	100.00	2,900.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	2972	3.00	8,916.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	346	5.50	1,903.00
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	27	3.90	105.30
711-16-111	THERMOPLASTIC, STANDARD OTHER SURFACE, (White)	NM	0.014	4,650.00	65.10
711-16-211	THERMOPLASTIC, STANDARD OTHER SURFACE, (Yellow)	NM	0.092	4,650.00	427.80
711-17	REMOVAL OF EXISTING THERMOPLASTIC PAVEMENT	S.F.	797	3.70	2,948.90
<b>SUB TOTAL</b>					<b>\$ 113,722.10</b>
<b>ALLOWANCES</b>					
101-11	MOBILIZATION	L.S.		3,500.00	3,500.00
102-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.		3,000.00	3,000.00
990-0	ALLOWANCE-PERMITS	L.S.		2,500.00	2,500.00
999-02	CONTINGENCY ALLOWANCE (10% OF BASE ESTIMATE)				11,372.21
<b>TOTAL</b>					<b>\$ 134,094.31</b>



January 6<sup>th</sup>, 2014

To: All Interested Parties

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

Re: Request for Proposals 1314-11-001  
Safe Routes to School Infrastructure Priority 1  
Howard Drive Elementary and Coral Reef Elementary School Improvements

**ADDENDUM NO. 1**

Prospective Proposers,

This Addendum forms a part of the RFP Package Document dated December 10<sup>th</sup>, 2013, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

**Minutes from Pre-Bid Meeting:**

Date: Tuesday, December 19<sup>th</sup>, 2013

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

**Attendees:**

Corrice E. Patterson, Public Works Director  
Danny Casals, Field Operations Supervisor  
Kristy Bada, Procurement Specialist  
Sign-in sheet with additional attendees Attached as Exhibit 1

**Meeting began at 10:05 am**

Mrs. Kristy Bada made introductions, welcomed everyone and thanked them for their attendance. She explained that the pre-bid meeting is mandatory and urged everyone present to sign the sign-in sheet. It requested that proposers please sign-in in clearly as all correspondence related to the bid will be transmitted via email, and to please leave a business card. She made mention that all questions would be answered as an addendum to the bid and disseminated via e-mail. She specified the deadline for questions or inquires related to this bid is Friday, January 3<sup>rd</sup>, 2014 at 5:00pm. She further discussed the cone of silence, schedule of events, required forms, bid security (5%) and contract terms. Ms. Corrice E. Patterson briefly discussed the scope of services and general information on the Request for Proposals. Ms. Patterson also instructed all attendees to visit the project locations prior to submitting their proposals. Upon completion of introduction participants were invited to ask questions and provide comments.

Response to questions submitted for clarification at the December 19<sup>th</sup>, 2013 Mandatory Pre-Bid Meeting:

1. **Question:** Is there a budget for this project?

WRANGLER CONSTRUCTION INC

**Response:** The funding for this project was awarded through a grant the available grant funding for Howard Drive Elementary is \$5,600 and for Coral Reef Elementary is \$133,000. However, if the project cost exceeds the available grant funding the Village may provide additional funds dependent upon budget constraints.

2. **Question:** Are there any minimum wage requirements?

**Response:** Contractor must comply with Contract requirements regarding minimum wage payments or EEO requirements. (Section 2.10.4.1 of RFP Specifications)

3. **Question:** Who will be performing the inspections for the project?

**Response:** A Village selected consulting firm will perform all inspections for this project.

4. **Question:** The project locations which are adjacent and near schools, which may impact/interrupt school schedule/operations, will they be delayed or rescheduled for when school is not in session?

**Response:** Construction near schools or adjacent to schools will be coordinated so that they occur outside of drop off and pick up hours of students and when required outside of normal school hours when schools are typically unoccupied. Review of work hours, work activities, and scheduling will be approved by Village staff at pre-construction meeting with all work scheduled to be complete by December 31, 2014.

Eduardo Barba from Envirowaste submitted the following question for clarification via email:

5. **Question:** The liquidated damages I saw that they are 10% of the contract for each day that it goes over the contract period? Is that right? If someone is 10 days over they do the job for free.

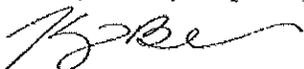
**Response:** As per section 2.2.9 of the RFP specifications liquidated damages has been amended and will be calculated and/or implemented as follows:

#### **2.2.9 Liquidated damages**

2.2.9.1 Upon failure of CONTRACTOR to complete the Work within the time specified for completion, (plus approved extensions if any) CONTRACTOR shall pay to the VILLAGE the sum equal to ~~10% of the original bid award amount~~ \$500.00 for each calendar day that the completion of the Work is delayed beyond the time specified in the Contract for completion, as fixed and agreed liquidated damages and not as a penalty. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the VILLAGE as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time. Regardless of whether or not a single Contract is involved, the above-stated liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The VILLAGE shall have the right to deduct from and retain out of moneys which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages, the CONTRACTOR shall pay in full such liquidated damages.

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

Thank you for your participation in our solicitation process.



Kristy Bada, Procurement Specialist  
Village of Palmetto Bay



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**Acknowledgement of**  
**Addendum of Solicitation**

Amendment/Modification No.: 1  
Amendment of RFP No.: 1314-11-001  
Title of RFP: Safe Routes to School Infrastructure Priority 1  
Howard Drive Elementary and Coral Reef Elementary School Improvements

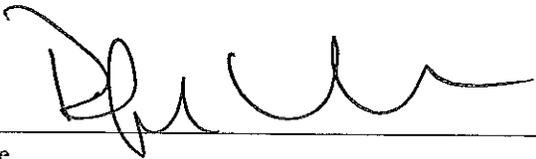
Name of Proposer WRANGLER CONSTRUCTION, INC.

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Date Addendum Received 6 JAN 14

Total Pages of Addendum including Acknowledgement 4

  
Signature

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

*Bid submittals without the addendum will be considered unresponsive.*



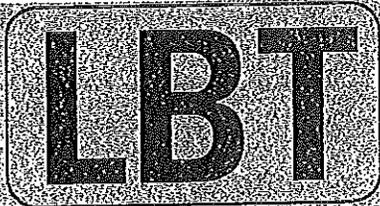
Mandatory Pre-RFP Meeting Sign In Sheet 1314-11-001  
 SRTS Infrastructure Priority 1 Howard Dr. and Coral Reef Elementary School Improvements  
 December 19th, 2013 @ 2:00pm • Village of Palmetto Bay, Municipal Center, 9705 E Hibiscus Street, Palmetto Bay, FL 33157

Name (Print Name & Signature)	Phone Number	Company & Contact Info:	Email Address
1 CESAR GONZALEZ	31 696-3902	JVA ENGINEERING	ESTIMATING@JVAENGINEERING.COM
2 Mark Mejias	(305) 805-6900	MAREK MARKUS BROS.	MARK@MARKSBROSMEASUREMENT.COM
3 Raul Cabarena	305-870-8993	PLOWRA ENGINEERING & DEVELOPMENT	raul@plowraengineering.com
4 Harold Morales	(305) 885-1330	Metro Express Inc.	delia@metroexpresscorp.com
5 Mercy Yujai	(305) 200-7873	ROADWAY-CONSTRUCTION SERVICES GROUP	SILVIO@ROADWAYCONSTRUCTION.COM
6 TORCE ORDOÑEZ	(305) 793-4391	TEQUERETA CONSTRUCTION	TORCENEZ@TEQUERETACONSTRUCTION.COM
7 Eduardo Gandolfo	(305) 710-8739 cell	HG Construction 7570 SW 77th Ave, Miramar, FL 33143 @ 305-875-8999	egandolfo@hgconstruction.com
8 DAVID MORAN	305-615-1616	EPIC CONSULTANTS, INC DAVID MORAN	DMORAN@EPIC-CONSULTANTS.COM
9 Mike Garcia	305-637-9665	Environment Service Group	Mike.Garcia@environmentalgroup.com
10 Felix Chavez	305-278-4719	Wrausler Construction, Inc.	felix@wrausler-construction.com
11			
12			
13			
14			
15			

# Local Business Tax Receipt

Miami-Dade County, State of Florida

THIS IS NOT A BILL - DO NOT PAY



5807426

**BUSINESS NAME/LOCATION**  
WRANGLER CONSTRUCTION INC  
12855 SW 136 AVE 206  
MIAMI, FL 33186

**RECEIPT NO**  
**RENEWAL**  
6055198

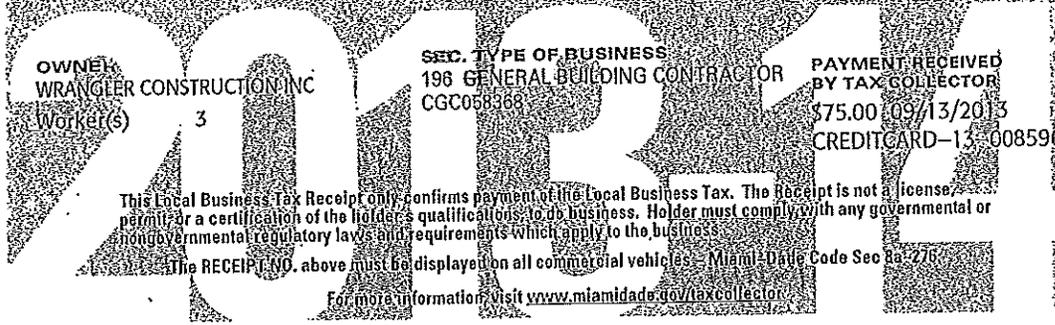
**EXPIRES**  
**SEPTEMBER 30, 2014**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A-2 Art. 9.8.10

**OWNER**  
WRANGLER CONSTRUCTION INC  
Worker(s) 3

**SEC. TYPE OF BUSINESS**  
198 GENERAL BUILDING CONTRACTOR  
CGC058368

**PAYMENT RECEIVED**  
**BY TAX COLLECTOR**  
\$75.00 09/13/2013  
CREDITCARD-13 008596



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

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

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

THIS DOCUMENT HAS A COLORED BACKGROUND, MICROPRINTING, LINEMARK, PATENTED PAPER

AC# 6275193

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# E12081602006

DATE	BATCH NUMBER	LICENSE NBR
08/16/2012	126001176	CGC058368

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS  
Expiration date: AUG 31, 2014



PEREZ DE CORCHO, JOSE C  
WRANGLER CONSTRUCTION, INC  
WRANGLER CONSTRUCTION, INC  
12855 SW 136 AVENUE  
SUITE 206  
MIAMI, FL 33186

RICK SCOTT  
GOVERNOR

KEN LAWSON  
SECRETARY

DISPLAY AS REQUIRED BY LAW

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

If PROPOSER is:

AN INDIVIDUAL

By:

(SEAL)

(Individual's Name)

Doing business as:

Business address:

Phone No:

Facsimile No:

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**A PARTNERSHIP**

By: \_\_\_\_\_ (SEAL)

(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

\_\_\_\_\_  
Phone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

A CORPORATION

By: WRANGLER CONSTRUCTION, INC.

(Corporation Name)

Florida

(State of Incorporation)

By: FELIX R. CLAVELO & RAFAEL QUESADA

(Name of Person Authorized to Sign)

VICE PRESIDENT & PRESIDENT

(Title)

(Corporate Seal)

Attest:



(President)

RAFAEL QUESADA

Business address: 12855 SW 136 Ave #206

MIAMI, FL 33186

Phone No: 305 278-4719

Facsimile No: 305 278-4720

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**A JOINT VENTURE**

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF )  
Florida ) SS:

COUNTY OF )  
Miami-Dade

I HEREBY CERTIFY that a meeting of the Board of Directors of  
the WRANGLER CONSTRUCTION, INC.  
12855 SW 136 Ave  
Miami FL 33186

a Corporation existing under  
the laws of the State of Florida, held on 7 January 20 14, the  
following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the  
Bid dated, 8 January, 20 14, to the Village of Palmetto Bay and this  
Corporation and that their execution thereof, attested by the Secretary of the Corporation, and  
with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the  
Corporation this 7, day of January, 20 14.

Secretary: Carla Ciccardi

(SEAL)





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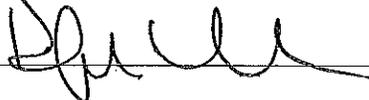
**15.1 AWARD PREFERENCE FOR IDENTICAL TIE BIDS**

Whenever two or more Bids which are equal with respect to price, quality, and service are received by the VILLAGE 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 vendors 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 VILLAGE's 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 on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer 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 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

BIDDERS SIGNATURE: \_\_\_\_\_



END OF SECTION

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

15.2 BID BOND

STATE OF FLORIDA )

)

COUNTY OF MIAMI-DADE )

KNOW ALL MEN BY THESE PRESENTS, that we, Wrangler Construction, Inc., as Principal, and Westchester Fire Insurance Company, as Surety, are held and firmly bound unto the Village of Palmetto Bay, a municipal corporation of the State of Florida in the sum of Five percent of amount bid Dollars (\$ -----5%-----), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, January 8, 2013 for: Safe Routes to School (SRTS) Improvements Near and Around Howard Drive Elementary and Coral Reef Elementary  
2014

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the PROPOSER would, if awarded the Contract, enter into a written Contract with the VILLAGE for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Village of Palmetto Bay and furnishes the Performance and Payment Bonds, satisfactory to the VILLAGE, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Village of Palmetto Bay and the Surety herein agrees to pay said sum immediately, upon demand of the VILLAGE, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 8th day of January, 2014, ~~2013~~, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

IN PRESENCE OF:

  
\_\_\_\_\_  
(Individual or Partnership Principal)  
Rafael A. Quesada  
Corporate President

Wrangler Construction, Inc.

\_\_\_\_\_  
(SEAL)

12855 SW 136 Ave, Ste. 206  
\_\_\_\_\_

(Business Address)

Miami, FL 33186  
\_\_\_\_\_

(Village/State/Zip)

305-278-4719  
\_\_\_\_\_

(Business Phone)

ATTEST:

As per attached power of attorney  
\_\_\_\_\_

As per attached power of attorney  
\_\_\_\_\_

Secretary  
(Corporate Surety)\*

Westchester Fire Insurance Company (SURETY)

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

Brett Rosenhaus, Attorney in fact

\*Impress Corporate Seal

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

SURETY: Westchester Fire Insurance Company

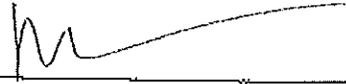
As per attached power of attorney

By:



Brett Rosenhaus, Attorney in fact

(Printed Name)



(Title)

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

ACKNOWLEDGMENT

State of Florida

County of Palm Beach

On this the 8th day of January, ~~2013~~ <sup>2014</sup>, before me, the undersigned Notary

Public of the State of Florida, personally appeared

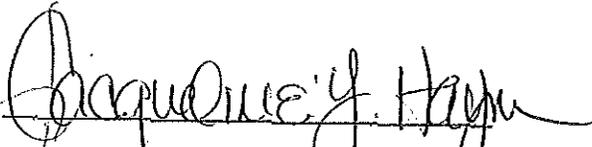
Brett Rosenhaus and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

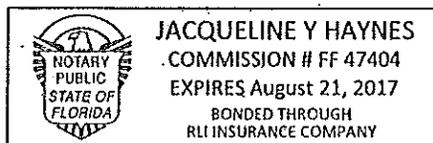
and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:



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

Personally known to me; or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:                      Number of Pages:    :

Number of Signatures Notarized:

END OF SECTION

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Brett Rosenhaus, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Edward M. Clark, Ian A. Nipper, Joseph P. Nielson, Katherine S. Grimsley, Kevin R. Wojtowicz, Laura D. Mosholder, all of the City of MIAMI LAKES, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 21 day of February 2012.

WESTCHESTER FIRE INSURANCE COMPANY



*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

On this 21 day of February, A.D. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires September 24, 2014

*Karen E. Brandt*  
Karen E. Brandt  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 24th day of January, 2014



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 21, 2014.

15.3 LIST OF PROPOSED SUBCONTRACTORS

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

CLASSIFICATION

NAME AND ADDRESS

OF WORK / LICENSE #

OF SUBCONTRACTOR

Electrical

AGC ELECTRIC, Inc.

EC0000764

2548 NW 94 Ave

Doral, FL 33172

SIGNAGE/MARKINGS

STATEWIDE MAINTENANCE

06BS01483

14925 SW 304 Ter

Miami, FL 33033

If, prior to Notice of the Award, the VILLAGE or the CONTRACTOR has reasonable objection to and refuses to accept any CONTRACTOR, Supplier, person or organization listed, the PROPOSER may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

END OF SECTION

15.4 PROPOSER QUALIFICATION STATEMENT

The PROPOSER's response to this questionnaire will be utilized as part of the VILLAGE's overall Bid Evaluation and CONTRACTOR selection.

The following minimum experience is required for this project:

- a) successful completion, verifiable with references, of at least three roadway construction and reconstruction projects performed in Miami-Dade County in the last three years, and
- b) successful completion, verifiable with references, of at least three roadway construction and reconstruction projects for governmental agencies in South Florida, with at least one in Miami-Dade County.

Failure to meet these minimum guidelines will be considered an unresponsive submittal and the documents will not be considered.

List project experience consistent with the requirements stated below.

1. Project Name/Location CITYWIDE SIDEWALK CONSTRUCTION  
Project Description Sidewalks:  
repairs and  
new construction  
citywide  
Owner Name City of Florida City  
Contact Person Gene Leon  
Contact Telephone No. 305 247-8221  
Yearly Budget/Cost \$350,000 plus  
Dates of contract From: 2011  
To: 2012
  
2. Project Name/Location CITYWIDE SIDEWALKS

Project Description	Sidewalks: repairs and new construction, citywide
Owner Name	City of Miami Springs
Contact Person	Tom Nash
Contact Telephone No.	786 229-9716
Yearly Budget/Cost	\$200,000 plus
Dates of contract	From: 2010 To: present } running job orders
3. Project Name/Location	ADA SIDEWALK ACCESSIBILITY
Project Description	Sidewalks and ADA improvements Countywide
Owner Name	MIAMI-DADE COUNTY
Contact Person	George Coforteccia
Contact Telephone No.	305 375-2392
Yearly Budget/Cost	\$900,000
Dates of contract	From: 2010 To: 2010
4. Project Name/Location	Q NIP Countywide Sidewalks
Project Description	Sidewalks:

new construction and  
repairs, countywide

Owner Name

GREATER MIAMI SERVICE CORPS.  
~~FOR M-D PUBLIC WORKS DEPT~~

Contact Person

Robert K. Parson

Contact Telephone No.

305 638-4672

Yearly Budget/Cost

\$500,000" plus

Dates of contract

From: 2011

To: 2013

5. Project Name/Location

SIDEWALK IMPROVEMENTS

Project Description

Sidewalks:

Construction and repairs

Villagewide

Owner Name

VILLAGE OF PALMETTO BAY

Contact Person

CORRICE PATTERSON

Contact Telephone No.

305 259-1234

Yearly Budget/Cost

\$25,000" plus

Dates of contract

From: 2012

To: 2013

15.5 NON-COLLUSION AFFIDAVIT

State of Florida )

) SS

County of Miami-Dade

RAFAEL A QUESADA being first duly sworn deposes and says that:

(1) He/She/They is/are the President

(Owner, Partner, Officer, Representative or Agent) of

WRANGLER CONSTRUCTION, INC. the PROPOSER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

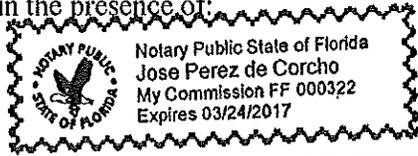
(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

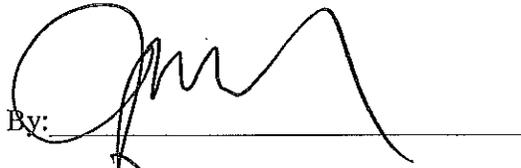
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

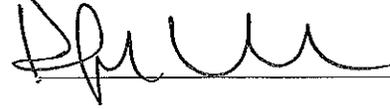
Signed, sealed and delivered

in the presence of:



By: 

RAFAEL QUESADA  
(Printed Name)



PRESIDENT  
(Title)

ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

Sworn to (or affirmed) and subscribed before me this 8<sup>th</sup> day of January,  
~~2013~~ (year), by JOSE PEREZ DE CORCHO the undersigned Notary  
2014

Public of The State of Florida, personally appeared RAFAEL QUESADA

and FEUX CUAVELO

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that  
he/she/they executed it.

WITNESS my hand

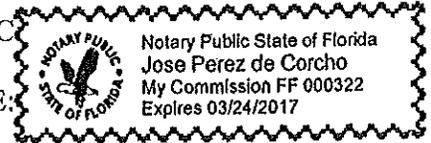
and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:



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

Personally known to me, or

Personally identification:

(Type, of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

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Type Of Document: *BID*      Number of Pages: *multiple*

Number of Signatures Notarized: *5*

END OF SECTION

**SECTION 16**

**16.1 PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a CONTRACTOR, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

**16.2 CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. PROPOSER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the Village of Palmetto Bay or its' agencies.

**16.3 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 Village of Palmetto Bay  
by Rafael A. Quesada  
for WRANGLER CONSTRUCTION, INC whose  
business address is 12855 SW 136 Avenue,  
Suite 206, Miami, FL 33186 and (if  
applicable) its Federal Employer Identification number (FEIN) is 77-0603738 (IF the  
entity had no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an

adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime 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 Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

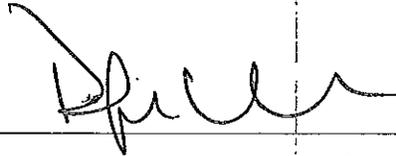
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of

Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

By:



Print Name

RAFAEL QUESADA

Title:

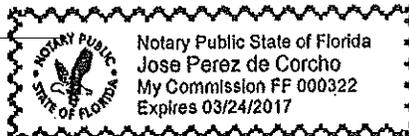
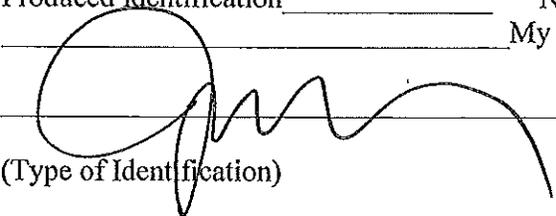
PRESIDENT

Sworn to and subscribed before me this 8<sup>th</sup> day of January 2013-2014

Personally known  or

Produced Identification — Notary Public - State of Florida  
My Commission Expires 24 Mar 17

(Type of Identification)



(Printed, typed, or stamped commission name of notary public)

END OF SECTION

**SECTION 18**

**18.1 AGREEMENT**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_ Party of the First Part, and The Village of Palmetto Bay, Party of the Second Part:

**WITNESSETH:**

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained in the table of contents.
2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Order.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Bid Form, in lawful money of the United States, the amount of:

Contract Price           \$ \_\_\_\_\_

Contract Price (in words) \_\_\_\_\_

---

4. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party, Less the unfinished work, which is to be withheld by the Second Party until Work within a particular part has been performed in accordance with this Agreement and until such Work has been accepted by the Second Party.
5. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

Village of Palmetto Bay, Florida  
SRTS-297-A and SRTS-283-A  
Bid. No. 1314-11-001

---

WITNESSES:

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

CONTRACTOR:

BY:

NAME:

TITLE:

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

OWNER: Village of Palmetto Bay

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: VILLAGE MANAGER

AUTHENTICATION:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: VILLAGE CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: VILLAGE ATTORNEY

END OF SECTION

**SECTION 20**

**20.1 ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS**

We WRANGLER CONSTRUCTION, INC., hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for Village of Palmetto Bay, **Safe Route To School (SRTS) Infrastructure Priority 1 Howard Drive and Coral Reef Elementary School Improvements** Project No. 1314-11-001, 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:

N/A  
(Subcontractor Name(s))

to comply with such act or regulation.

  
CONTRACTOR

ATTEST

BY: JOSE PEREZ DE CORCHO

  
SIGNATURE

END OF SECTION

## **SECTION 21 PROCESSING OF APPLICATION FOR PAYMENT**

Cut-off date is the close of the Work day of the final Friday of each month. CONTRACTOR shall submit by the first Friday of each month CONTRACTOR's completed Application for Payment for the previous period. VILLAGE must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, CONTRACTOR shall submit his application on the next workday.

CONTRACTOR is advised that processing of draws must follow this schedule, as the VILLAGE has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

**END OF SECTION**

# CITY OF PALMETTO BAY DEPARTMENT OF PUBLIC WORKS CONTRACT PLANS

FOR

## SAFE ROUTES TO SCHOOL

FM NOS. 431502-1

### INDEX OF PLANS

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
1	COVER SHEET
2A, 2B	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4	SCHOOL DETAIL SHEET SCHOOL SITE PLAN

**NOTE:**  
CONTRACTOR SHALL COMPLY WITH THE MIAMI-DADE COUNTY DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION, TRAFFIC SECTION SPECIFICATION AND DETAIL FOR SIGNALS FOR SIGNAL EQUIPMENT, SIGNS, PAVEMENT MARKINGS AND INSTALLATION PROCEDURES.  
ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

SCHOOL NO #      NAME OF SCHOOL

1.      Howard Drive Elementary School

**NOTE:**  
GOVERNING STANDARDS AND SPECIFICATIONS:  
CURRENT MUTCD STANDARDS  
THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREET AND HIGHWAYS  
FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS DATED 2013.  
AND STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION DATED 2013.  
AS AMENDED BY CONTRACT DOCUMENTS.

PREPARED BY



MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT  
TRAFFIC ENGINEERING DIVISION

STEPHEN P. CLARK CENTER  
117 NW 11 ST  
MIAMI, FLORIDA 33128

FOR THE

VILLAGE OF PALMETTO BAY  
PUBLIC WORKS DEPARTMENT  
9496 SW 180th STREET  
PALMETTO BAY, FLORIDA 33157





Summary of Quantities		Location
ITEM NO.	DESCRIPTION	Howard E/I
		QUANTITY
110-1-1B	CLEARING AND GRUBBING	L.S. 1
102-1	MAINTENANCE OF TRAFFIC	L.S. 1
102-74-1	BARRICADES ( TEMPORARY- TYPE I, II, VP & DRUM ).	EA/DAY 40
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY 10
102-77	HIGH INTENSITY FLASHING LIGHTS (TEMPORARY, TYPE "B")	EA/DAY 60
102-60A	WORK ZONE SIGNS	EA/DAY 20
110-4-2H	REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK ( up to 6" thick)	S.Y. 78
110-4-10C	REMOVE AND DISPOSE EXISTING CURB & GUTTER	L.F. 65
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F. 72
520-2	CONCRETE CURB AND GUTTER (Any type, Including base preparation)	L.F. 65
522-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y. 78
635-1-11	PULL BOX, METER TYPE (Polymer)	AS. 6
632-7-1B	TRAFFIC CONTROL CABLE - (4-7 conductor)	L.F. 6
665-11	PEDESTRIAN DETECTOR (Includes Push Button Sign R10-3B)	EA. 1
630-70	REMOVE PEDESTRIAN DETECTOR ASSEMBLY	EA. 1
700-20-11	SINGLE POST SIGN (Furnish & Install) (Less than 12 sq FT)	AS. 4
700-48-18	SIGN PANEL (LESS THAN 15 SF)	EA. 3
705-11-4	DELINEATOR (Flexible High Performance)	EA. 15
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F. 80
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F. 543
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F. 100
711-17	Removal of existing thermoplastic pavement markings	S.F. 150

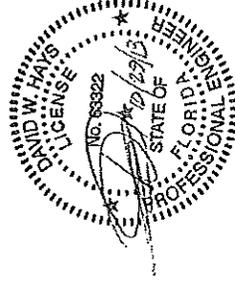
REV.	DATE	DESCRIPTION	BY	DESIGN	CHECK	DATE	SRTS

Safe Routes to School (SRTS)  
School Detail Sheet



UNIDENTIFIED AREAS OF CONTAMINATION NOTES

1. When encountering or exposing any abnormal condition indicating the presence of a hazardous or toxic waste, or contaminants, cease operations immediately in the vicinity and notify the Village of Palmetto Bay Public Works Engineer. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal may indicate hazardous or toxic wastes or contaminants and must be treated with extreme caution.
2. Make every effort to minimize the spread of contamination into uncontaminated areas. Immediately provide for the health and safety of all workers at the job site and make provisions necessary for the health and safety of the public that may be exposed to any potentially hazardous conditions. Provisions shall meet all applicable local, State, and Federal laws, rules, regulations or codes covering hazardous conditions and will be in a manner commensurate with the gravity of the conditions.
3. The Village of Palmetto Bay Public Works Engineer and/or Prime Contractor will coordinate and mobilize a qualified Contamination Assessment/Remediation (CAR) Contractor. Qualifications of such CAR Contractor shall include, but not be limited to: experience and personnel to pursue contamination assessment plans, conduct contamination assessments, prepare site assessment reports, remediation plans, implement remedial action plans, risk based corrective actions, storage tank system removal, highway spill response as well as experience with infrastructure/construction activities within (potentially) contamination areas specific to transportation systems.
4. All the work performed by the CAR Contractor shall be performed in compliance with all applicable local, state and federal regulations governing worker safety and environmental regulations. This is to include occupational exposure to contaminated soils, groundwater, wastes and atmosphere during the construction of all features included in the construction plans. In addition, the CAR Contractor must be staffed with Florida licensed technical professionals (geologists and engineers) who will be involved with the project and knowledgeable of the work activities conducted within the identified contaminated areas and who would sign and seal project reports as required for submission to the appropriate environmental regulatory agencies.
5. The Village of Palmetto Bay Public Works Engineer will immediately notify the Florida Department of Transportation (FDOT) District VI Contamination Impact Coordinator (CIC) at (305) 470-5228 after encountering the unidentified areas of contamination. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary under applicable laws, rules, and regulations for additional assessment and/or remediation work to resolve the contamination issue.
6. Following completion of the project, the CAR Contractor shall be required to provide copies of all reports submitted to regulatory agencies, waste material profiles, manifests and/or disposal receipts for the handling of all contaminated media including but not limited to ground water, waste water, soils, solid wastes, sludge, hazardous wastes, air monitoring records and sample results for all materials tested and analyzed to the Village of Palmetto Bay Public Works Engineer and the FDOT CIC.



REV.	DATE	DESCRIPTION	BY	DESIGN	CHECK	DATE

Safe Routes to School (SRTS)  
 General notes  
 D.H. 1/24/13  
 SRTS





**PLANS FOR PROPOSED**

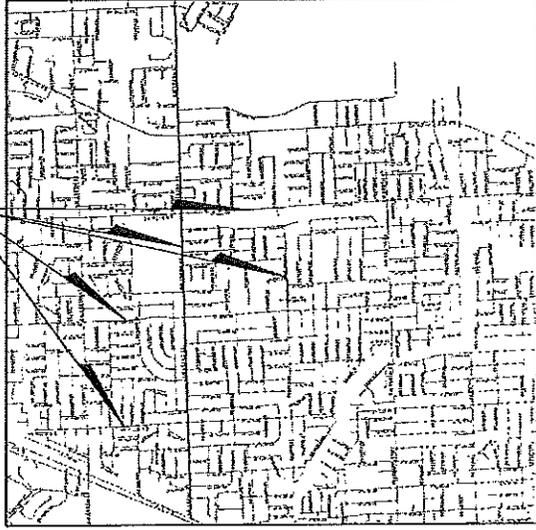
**SAFE ROUTES TO SCHOOL - CORAL REEF ELEMENTARY**

S.W. 87th AVENUE FROM S.W. 146th STREET TO S.W. 147th TERRACE,  
 S.W. 82nd AVENUE FROM S.W. 146th STREET TO S.W. 148th DRIVE,  
 S.W. 77th AVENUE FROM S.W. 156th STREET TO S.W. 159th TERRACE,  
 S.W. 152nd STREET FROM U.S. 1 TO S.W. 67th AVENUE,  
 AND S.W. 160th STREET FROM S.W. 81st AVENUE TO S.W. 79th AVENUE

**INDEX OF ROADWAY PLANS**

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	TYPICAL SECTION
3	GENERAL NOTES
4	SUMMARY OF QUANTITIES
5	PROJECT LAYOUT
6 THRU 39	ROADWAY PLANS
40 THRU 43	REFERENCE POINTS AND BENCHMARKS
44	SPECIAL CONSTRUCTION DETAILS

**PROJECT LOCATIONS**



ROADWAY SHOP DRAWINGS  
 TO BE SUBMITTED TO:  
 JUAN A. SOTERO, P.E., No. 67296  
 THE CORRADINO GROUP  
 4055 N.W. 97th AVE., DORAL, FL 33178  
 PH: (305) 594-0735 FAX: (305) 594-0755  
 P.O. BOX 594-0735 FAX: (305) 594-0755

PLANS PREPARED BY:

**CORRADINO**

4055 N.W. 97th Avenue, Doral, Florida 33178  
 Ph: (305) 594-0735 Fax: (305) 594-0755  
 Certificate of Authorization No. 00007665  
 Vendor ID: 61-071-30410

NOTE: THE SCALE OF THESE PLANS MAY  
 HAVE CHANGED DUE TO REPRODUCTION

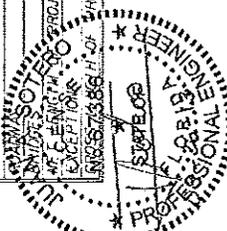
PROJECT LENGTH IS BASED ON  $\frac{1}{8}$  OF CONSTRUCTION

LENGTH OF PROJECT	LINEAR FEET	MILES
ROADWAY PROJECT	16,167	3.067
UTILITY PROJECT	16,169	3.061
TOTAL PROJECT	16,167	3.061

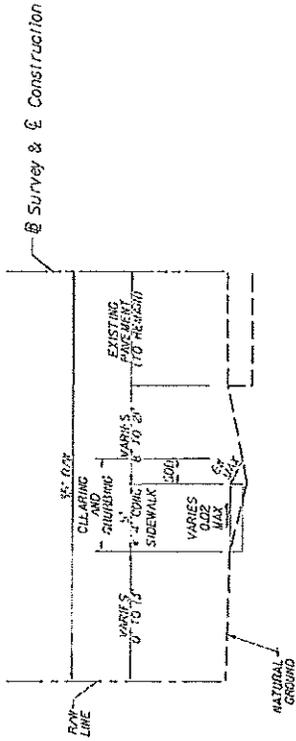
**PREPARED FOR  
 VILLAGE OF  
 PALMETTO BAY**

**CONVENTIONAL ROADWAY SYMBOLS**

- ⊗ ELECTRIC BOX
- ⊗ TRAFFIC SIGN
- ⊗ PAH ROAD SIGN
- ⊗ CENTRALINE
- ⊗ GAS VALVE
- ⊗ WATER VALVE
- ⊗ FINE HYDRANT
- ⊗ MAIL BOX
- ⊗ TRUNK
- ⊗ WATER METER
- ⊗ MANHOLE
- ⊗ CATCH BASIN
- ⊗ EXISTING POLE AND UMBILICAL TO BE REMOVED
- ⊗ CROTTING LIGHT FIXTURE TO REMAIN
- ⊗ LIGHT POLE
- ⊗ TRAFFIC SIGN
- ⊗ PAH ROAD SIGN
- ⊗ TELEPHONE
- ⊗ ANCHOR
- ⊗ METAL FENCE
- ⊗ WOOD FENCE
- ⊗ CHAIN LINK FENCE
- ⊗ PROPOSED LIGHT POLE
- ⊗ EXISTING UMBILICAL AND BRACKET TO BE REMOVED
- ⊗ EXISTING POLE AND UMBILICAL TO BE REMOVED
- ⊗ CROTTING LIGHT FIXTURE TO REMAIN



ROADWAY PLANS  
 ENGINEER OF RECORD: JUAN A. SOTERO, P.E.  
 P.E. NO. 67296



\* 6" CONCRETE SIDEWALK AT DRIVEWAYS.  
SIDEWALK TO MATCH EXISTING ELEVATIONS  
UNLESS OTHERWISE NOTED.

TYPICAL SECTION  
IN F.S.

- SW 87 AVE FROM STA 14+40.61 TO 15+16.02 (LT SIDE)
- SW 82 AVE FROM STA 19+61.41 TO 23+61.21 (RT SIDE)
- SW 77 AVE FROM STA 100+18.98 TO 111+64.31 (RT SIDE)
- SW 160 ST FROM STA 49+51.55 TO 59+94.83 (LT SIDE)



CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO. 2	
7085 NW 57th Avenue, Doral, Florida, 33178 PH: (305) 894-0738 Fax: (305) 980-0785 Cell: (305) 894-0738 E.O.R.: Juan A. Sojero, P.E. No. 67386		COUNTY MIAMI-DADE PROJECT NUMBER 4022-04			
REVISIONS		DATE		DATE	
DESIGNED BY		DATE		DATE	
CHECKED BY		DATE		DATE	
DESCRIPTION		DATE		DATE	

GENERAL NOTES.

1. B.A. DATA IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NVD)-729.
2. ANY NVD-729 MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF IN DANGER OF DAMAGE THE CONTRACTOR SHOULD NOTIFY:  
FLORIDA DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF SURVEYS AND MAPPING  
ATTN: RICHARD TAYLOR  
3500 CONNORWELLTH BLVD., SUITE 309  
TALLAHASSEE, FLORIDA 32303  
TELEPHONE NO. 904-488-2427

3. UTILITIES AND LOW CENTER LINE OF CONSTRUCTION TO FRONT OF SIDEWALK UNLESS OTHERWISE NOTED.
4. EXISTING LAND MARKERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REFERENCED AND RESET BY THE CONTRACTOR.
5. ALL EXISTING FENCING IS TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. ANY FENCING WHICH IS TO REMAIN AND IS DAMAGED, SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE VILLAGE OF PALMETTO BAY.

6. ALL EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED ON THE PLANS. THE CONTRACTOR SHALL EXERCISE CARE NOT TO DAMAGE ANY TREE THAT IS TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION. SMALL TREES OR PALMS MAY BE RELOCATED AS DIRECTED BY THE CITY INSPECTOR. COST TO BE INCLUDED IN THE COST OF CLEARING & GRUBBING. ANY BACK FILL SHALL BE CLEAR OF ROCKS & LIMESTONE.
7. EXISTING STRUCTURES AND IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, SHALL BE PROTECTED. THESE INCLUDE BUT ARE NOT LIMITED TO BUILDING SEWERS, DRAINAGE, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, POSTS, ETC. ANY DAMAGE DURING CONSTRUCTION SHALL BE COORDINATED WITH UTILITY REPRESENTATIVES AND REPLACED AT NO ADDITIONAL COST TO THE VILLAGE OF PALMETTO BAY.

8. BEARINGS ARE DATED ON AN ASSUMED MERIDIAN.
9. FOR BENCHMARK DATA AND REFERENCE POINTS SEE SHEETS 40 THRU 43.
10. CONTRACTOR SHALL PROTECT EXISTING FIRE HYDRANT BOLLARDS AND/OR FENCE NEW ONES IF INDICATED ON PLANS AT NO ADDITIONAL COST TO THE VILLAGE OF PALMETTO BAY.

11. ALL POWER POLES TO REMAIN UNLESS OTHERWISE INDICATED.
12. CONTRACTOR TO SAND-BLAST ANY EXISTING PAVEMENT MARKINGS THAT ARE IN CONFLICT WITH PROPOSED PAVEMENT MARKINGS.
13. CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND THE CITY 30 DAYS PRIOR TO CONSTRUCTION TO COORDINATE RELOCATION OF ANY EXISTING LANDSCAPING AND IRRIGATION SYSTEMS THAT ARE THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS.

MAINTENANCE OF TRAFFIC NOTES.

14. ALL MAINTENANCE OF TRAFFIC MUST BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS FISCAL YEAR 2014, INDEX 600 SERIES, AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART VI.
15. ALL WORK SHALL BE PERFORMED DURING DAYTIME ONLY (6:00 AM TO 6:00 PM).
16. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAITS SHALL BE THE POSTED SPEED (30 MPH AND 35 MPH).
17. LANE CLOSURES SHALL NOT BE PERMITTED DURING SCHOOL SPEED ZONE HOURS WHERE SUCH CLOSURES WILL AFFECT TRAFFIC FLOWING IN THE VICINITY OF THE SCHOOL SPEED ZONES.

ENVIRONMENTAL NOTES.

18. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL DEVICES.
19. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE DISTRICT ENVIRONMENTAL PERMITS COORDINATOR AT (850) 470-5223 AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
20. NO STAGING WITHIN OR ADJACENT TO COPAL REEF PARK, COPAL REEF ELEMENTARY OR ANY OTHER ENVIRONMENTAL SENSITIVE AREAS.
21. ALL EXISTING LANDSCAPING IS TO REMAIN UNLESS OTHERWISE DESIGNATED ON THE PLANS.
22. THE CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE CORPUS OF TILLS.
23. TREE PROTECTION IS TO BE INSTALLED AROUND ALL TREES WHERE CONSTRUCTION ACTIVITIES WILL BE WITHIN 5 FEET OF THE DIRTLINE OF THE TREE.

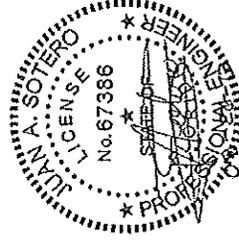
CONSTRUCTION PHASE NOTES.

PHASE I

1. SET UP WORK ZONE FOR PHASE I IN ACCORDANCE WITH INDEX NO. 602 AND 603. CONSTRUCT SIDEWALKS AND RELOCATE EXISTING SIGNS.

PHASE II

1. INSTALL PAVEMENT MARKINGS.



CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO. 3
4055 N.W. 87th Avenue, Dade County, Florida Ph: (305) 894-0735 Fax: (305) 894-0765 Complain Of Authorization No. 00007955 E.O.R. Juan A. Sotero, P.E. No. 67386		PROJECT NUMBER 4022-04		
DATE	REVISIONS	GENERAL NOTES		

# SUMMARY OF QUANTITIES

## SUMMARY OF ROADWAY PAY ITEMS

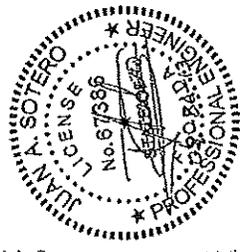
PAY ITEM No.	ITEM	UNIT	TOTAL QUANTITIES
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
103-1	CLEARING AND GRUBBING	LS	1
105-4	INLET ADJUST	EA	1
522-1	CONCRETE SIDEWALK 14" THICK	SY	1,819
522-2	CONCRETE SIDEWALK 16" THICK	SY	237
527-1	DETECTABLE WARNING SURFACE	EA	104
510-1-2	PERFORMANCE TURF, 500 (PENSAQUILA BANIA OR MATCH EXISTING)	SY	1,690
700-20-40	EXISTING SIGNS TO BE RELOCATED	AS	29
711-H-103	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	2,972
711-H-105	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	346
711-H-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	LF	27
711-H-11	THERMOPLASTIC, STANDARD OTHER SURFACE, WHITE, SOLID, 6"	HM	0.014
711-H-21	THERMOPLASTIC, STANDARD OTHER SURFACE, YELLOW, SOLID, 6"	HM	0.022
711-T	THERMOPLASTIC, REMOVE EXISTING	SF	797
999-25	CONTINGENT	LS	1

**PAY ITEM NOTES:**

- 102-1 INCLUDES ALL ITEMS AND SERVICES FOR MAINTENANCE OF TRAFFIC, INCLUDING CONSTRUCTION SIGNS, TEMPORARY PAVEMENT AND DELTOURS IF REQUIRED, ALSO INCLUDES THE REMOVAL OF CONFLICTING STRIPPING.
- 110-1-1 INCLUDES COST OF REMOVAL 3/8 SY OF CONCRETE SIDEWALK TO BE DISPOSED OF BY CONTRACTOR IN LEGAL AREAS PROVIDED BY HIM/HER, ALSO INCLUDES COST OF RELOCATION OR REMOVAL OF TREES. ALSO INCLUDES COST OF TREE PRUNING AND ROOT BARRIER/THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY PERMITS REQUIRED.
- 522-1 & 522-2 INCLUDES COST OF REMOVAL & DISPOSAL OF EXISTING RELATED ITEMS OUTSIDE CLEARING AND GRUBBING LIMITS, AND ALL LABOR AND MATERIAL TO COMPLETE THE WORK. INCLUDES COST FOR CHAINSAW, EVALUATION AND SAW CUTTING OF THE EXISTING DRIVEWAYS REQUIRED FOR CONSTRUCTION OF THE PROPOSED 4' AND 6" CONCRETE SIDEWALK. THE CONTRACTOR IS RESPONSIBLE FOR ALL SITE WORK AND CONSTRUCTION SUPERVISION REQUIRED TO MEET ADAG/ADA SPECIFICATIONS WHICH PLACING CONCRETE
- 510-1-2 INCLUDES THE INSTALLATION OF SOD WHERE EXISTING SIDEWALK IS TO BE REMOVED UNLESS OTHERWISE NOTED ON PLANS.



<b>REVISIONS</b>	<b>DATE</b>	<b>DESCRIPTION</b>	
<b>CORRADINO</b>			<b>PROJECT NUMBER</b>
4058 N.W. 87th Avenue, Doral, Florida, 33178 P.O. Box 504-0705, Fort Lauderdale, Florida 33307-0705 Certificate of Authorization No. 00027663 E.O.R. Juan A. Solano, P.E.			4022-04
VILLAGE OF PALMETTO BAY			<b>SUMMARY OF QUANTITIES</b>
COUNTY MIAMI-DADE			SHEET NO. 4

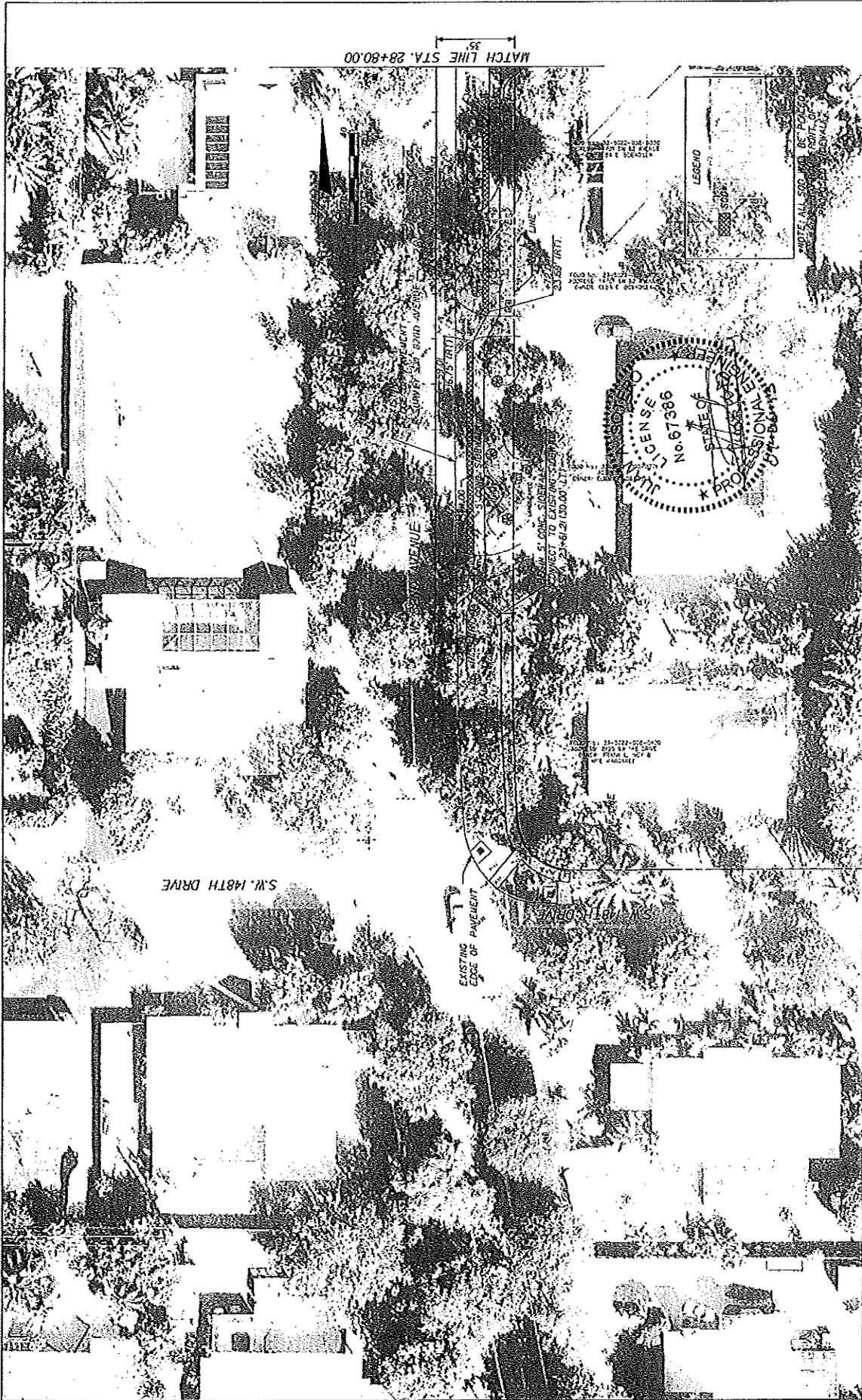


DATE		REVISED		BY		DATE		BY		SHEET NO.	
										5	
CORRADINO				VILLAGES OF PALMOTTO BAY				PROJECT LAYOUT			
4635 N.W. 87th Avenue, Doral, Florida 33178 Ph: (305) 564-0735 Fax: (305) 592-0715 Certificate of Authorization No. 90007665 E. O. R. Juan A. Sotero, P. E. No. 67366				COUNTY				PROJECT NUMBER			
				MIAMI-DADE				4022-04			
				84202				84202			
				84202				84202			



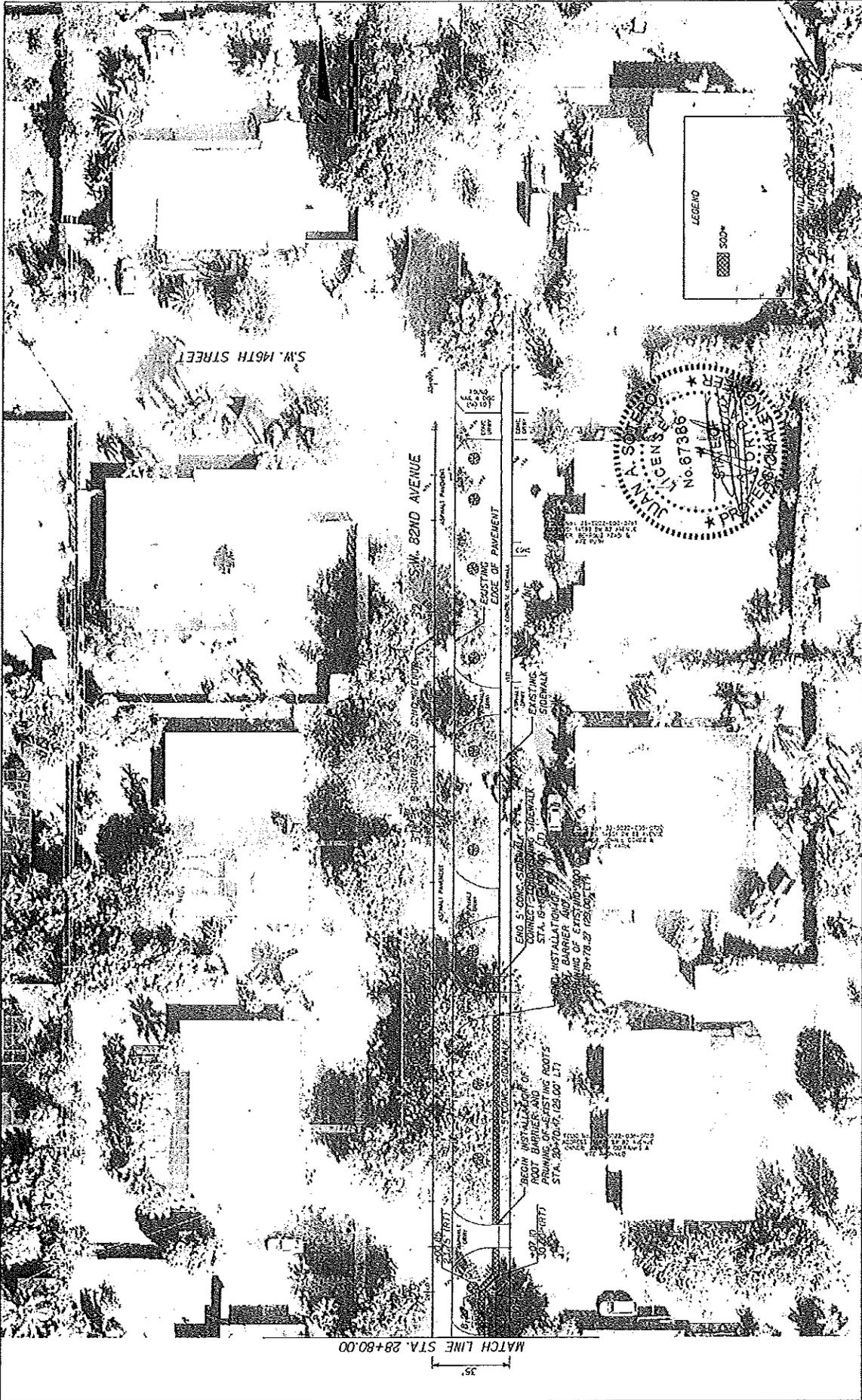


CORRADINO		VILLAGE OF PALMISTO BA Y		SHEET NO. 7	
4055 N.W. 57th Avenue, Doral, Florida 33176 Ph: (305) 594-0735 Fax: (305) 594-0725 Certificate Of Authorization No. 0000/1852 E.O.R. Juan A. Sotero, P.E. No. 67286		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-04	
REVISIONS		DATE		DRAWN BY	

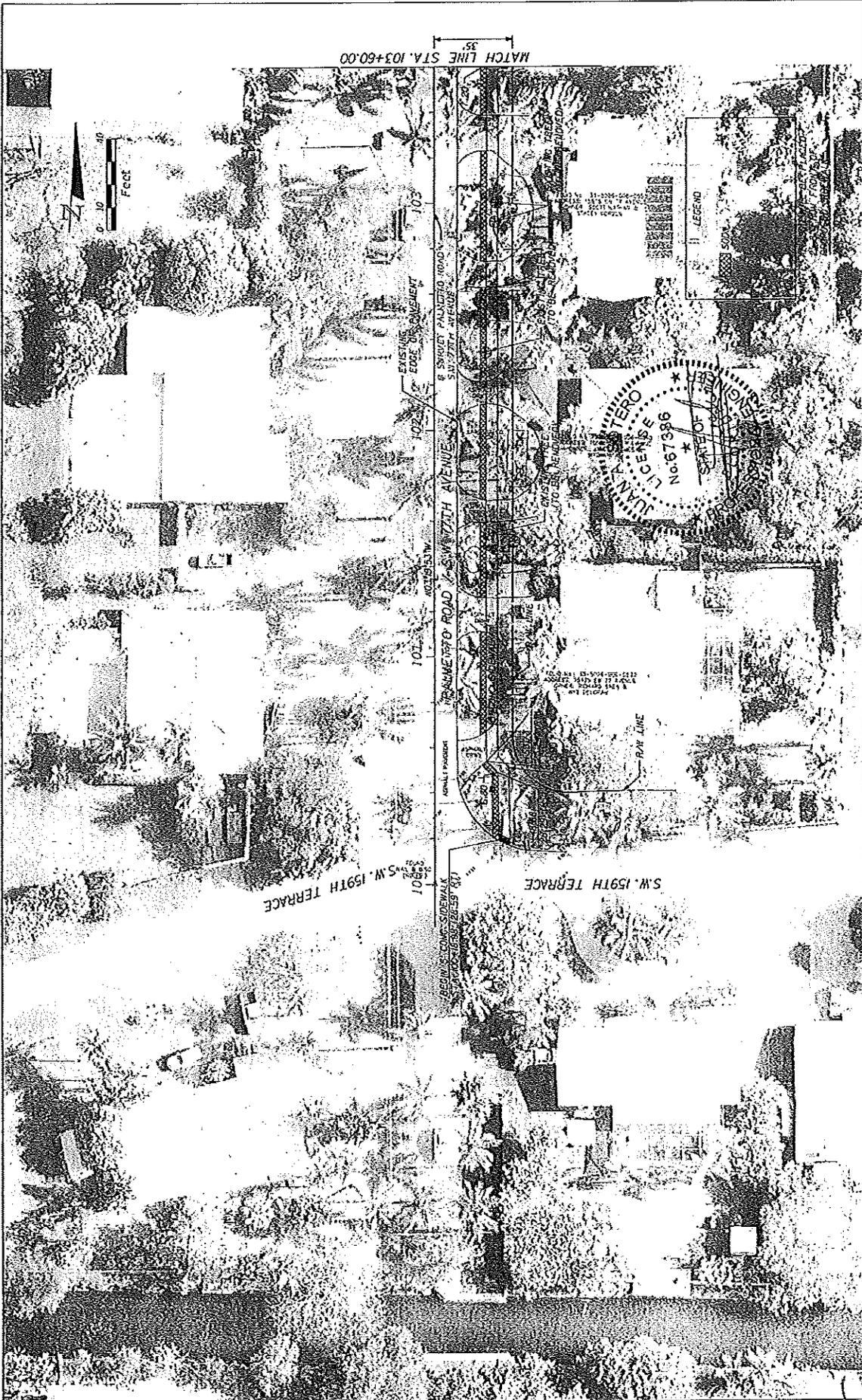


REVISIONS		CORRADINO		ROADWAY PLANS		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	COMMIT	PROJECT NUMBER	8	8
				MIAMI-DADE	4022-04		
		4026 N.W. 67th Avenue, Doral, Florida, 33176 P.O. Box 504-0735, Fax: (305) 504-0765 Certificate of Authorization No. 00007885 E.O.B. Juan A. Solorio, P.E. No. 67386		VILLAGES OF PALMETTO BAY			

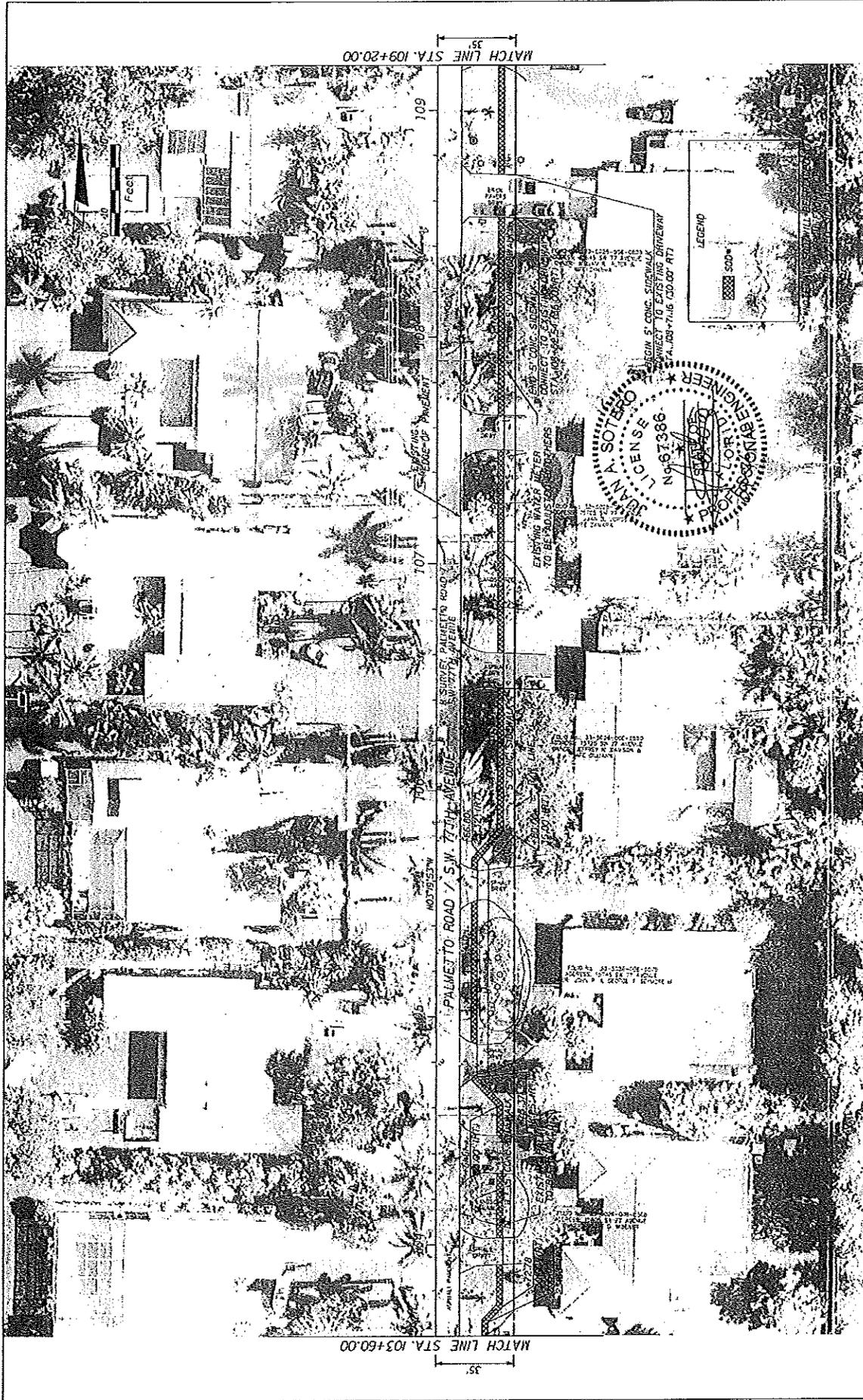
SCALE: 1" = 10'-0"



CORRADINO		VILLAGE OF PALM BEACH		ROADWAY PLANS		SHEET NO. 9	
4055 N.W. 97th AVENUE, DOWNTOWN, MIAMI, FL 33178 PH: (305) 594-0735 FAX: (305) 594-0755 Certificate Of Authorization No. 00007885 E. D. R. Juan A. Sobaro, P.E. No. 67386		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-04			
REVISIONS							
NO.	DATE	BY	DESCRIPTION				



REVISIONS		CORRADINO		VILLAGES OF PALMETTO RAY		ROADWAY PLANS		SHEET NO.	
DATE	DESCRIPTION	REVISIONS ONLY	DESCRIPTION	PROJECT NUMBER	PROJECT NUMBER	PROJECT NUMBER	PROJECT NUMBER	NO.	NO.
				MIAMI-DADE	4022-04	MIAMI-DADE	4022-04		10
3855 NW 67th Avenue, Doral, Florida 33178 P.O. Box 1730, Doral, Florida 33186 Certificate of Authorization No. 00007865 E.O.R. Juan A. Sobro, P.E. No. 07386									



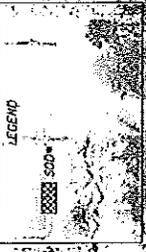
MATCH LINE STA. 109+20.00

MATCH LINE STA. 103+60.00

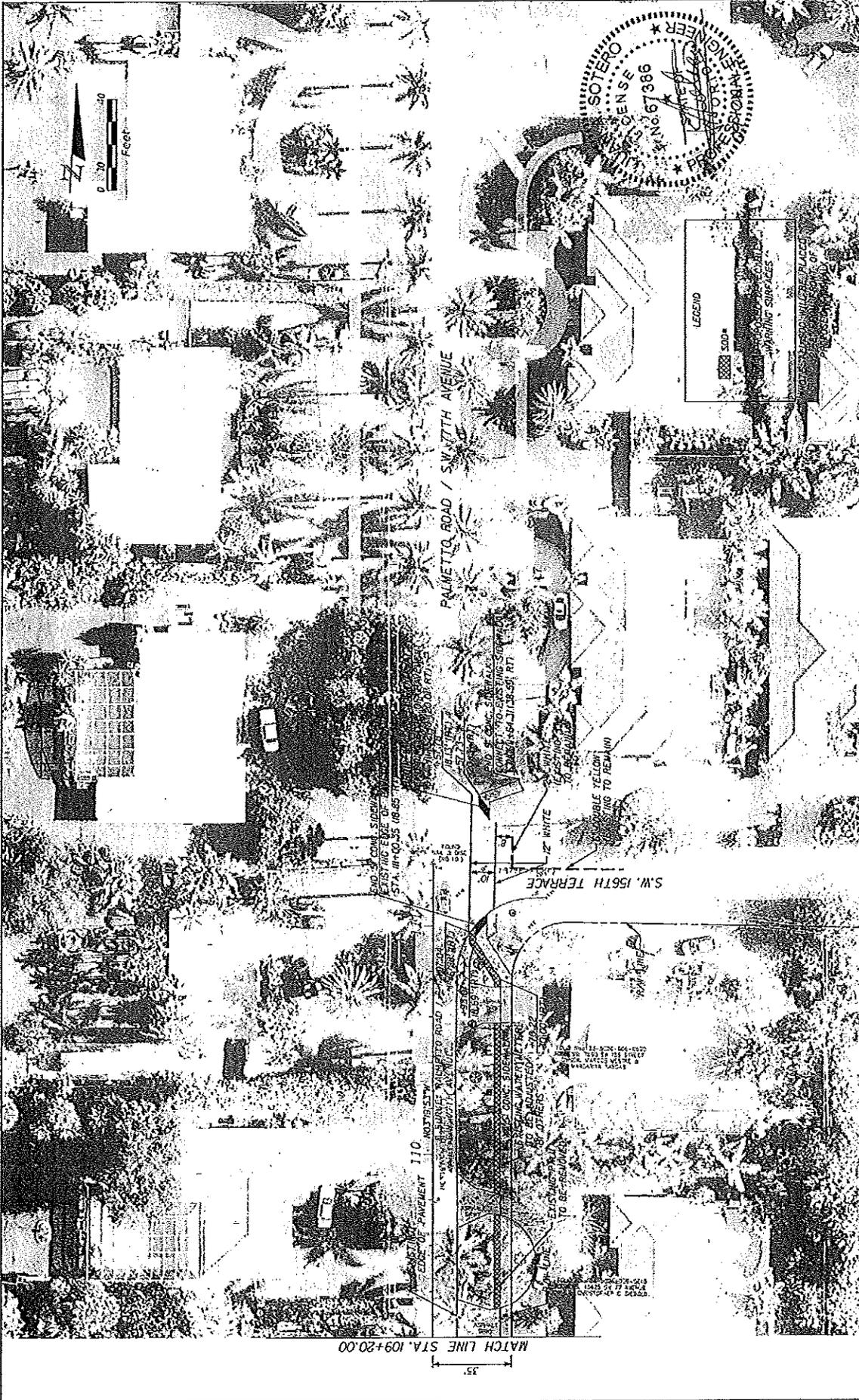
109

107

PALMETTO ROAD / S.W. 77TH AVENUE



CORRADINO		VILLAGE OF PALMETTO BAY		ROADWAY PLANS		SHEET NO.	
4055 N.W. 57th Avenue, Doral, Florida, 33178 Ph: (305) 594-0735 Fax: (305) 594-0753 Professional Engineer License No. 375386 E.O.P. Juan P. Sotero, P.E.		PROJECT NUMBER		4022-04		II	
DESCRIPTION		DATE		SCALE		4"=80'	
REVISION		DATE		SCALE		4"=80'	

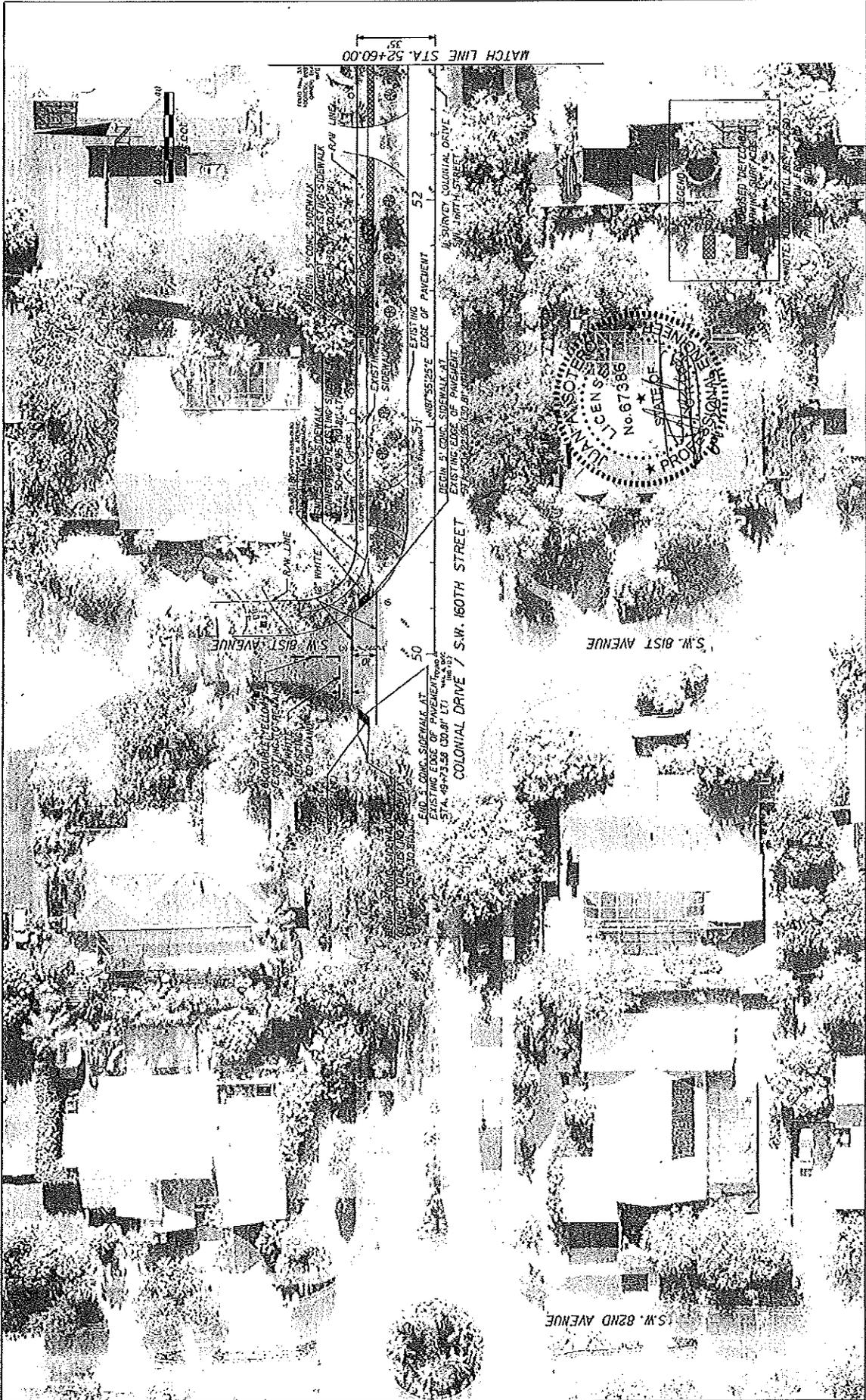


LEGEND

- SODA
- CONCRETE CURB
- PAVING STRIPES

CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO.	
4055 NW 57th Avenue, Doral, Florida, 33178 Ph: (305) 864-0736 Fax: (305) 864-0755 E.O.R. Juan A. Sotero, P.E. No. 0060308		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-01	
PROJECT NO. 4022-01		PROJECT NO. 4022-01		SHEET NO. 12	

40110 4742 4742



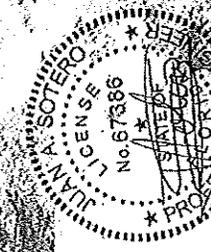
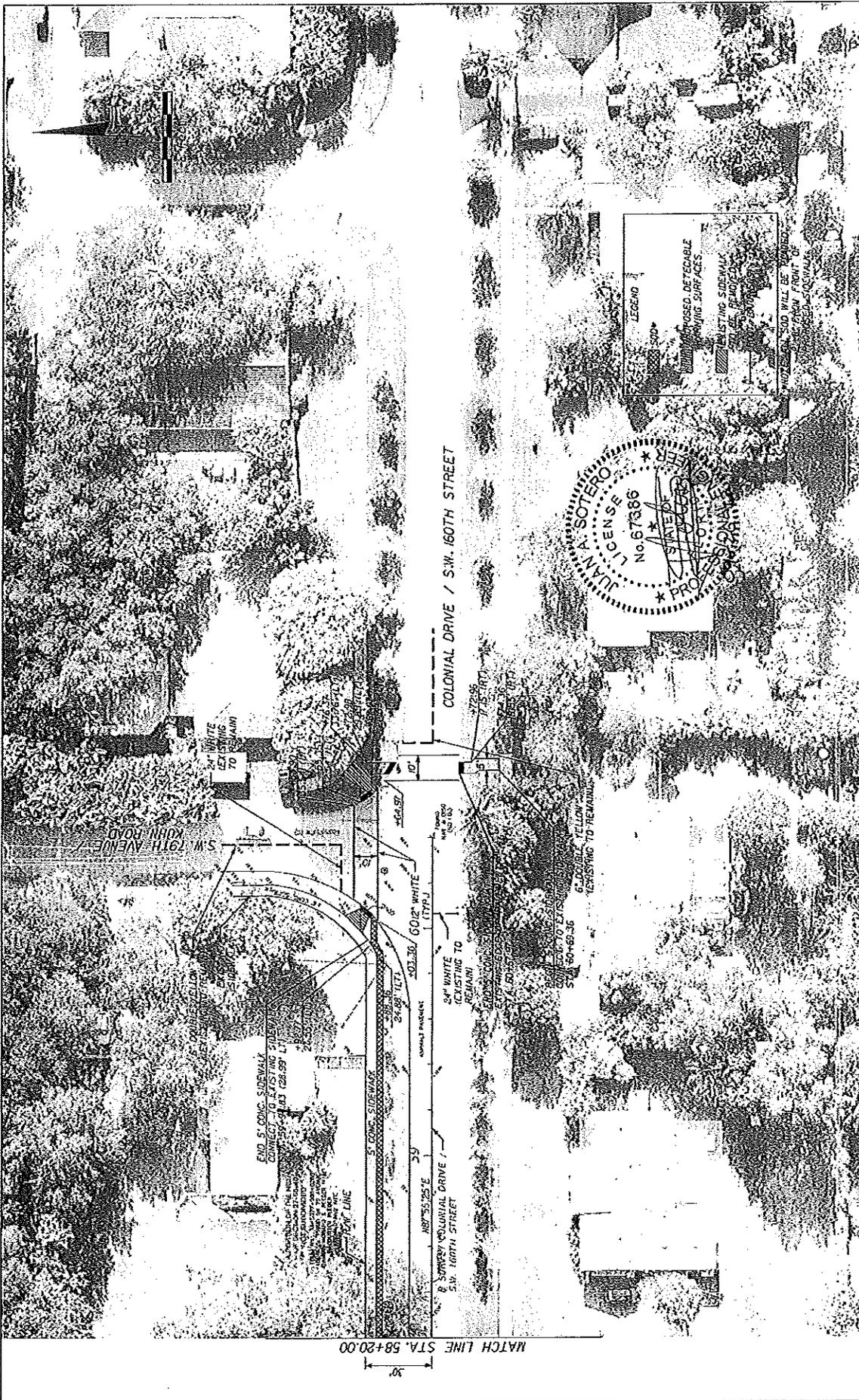
<b>CORRADINO</b> 4055 N.W. 97th Avenue, Doral, Florida, 33178 Ph: (305) 564-0735 Fax: (305) 564-0755 Certificate of Authorization No. 00007985 E.O.R.: Juan A. Sotelo, P.E. No. 67386		VILLAGE OF <b>PALMETTO BAY</b> COUNTY <b>MIAMI-DADE</b>		PROJECT NUMBER <b>4022-04</b>	SHEET NO. <b>13</b>
DATE _____	REVISIONS _____	DESCRIPTION _____	<b>ROADWAY PLANS</b>		

DATE: 01/20/04



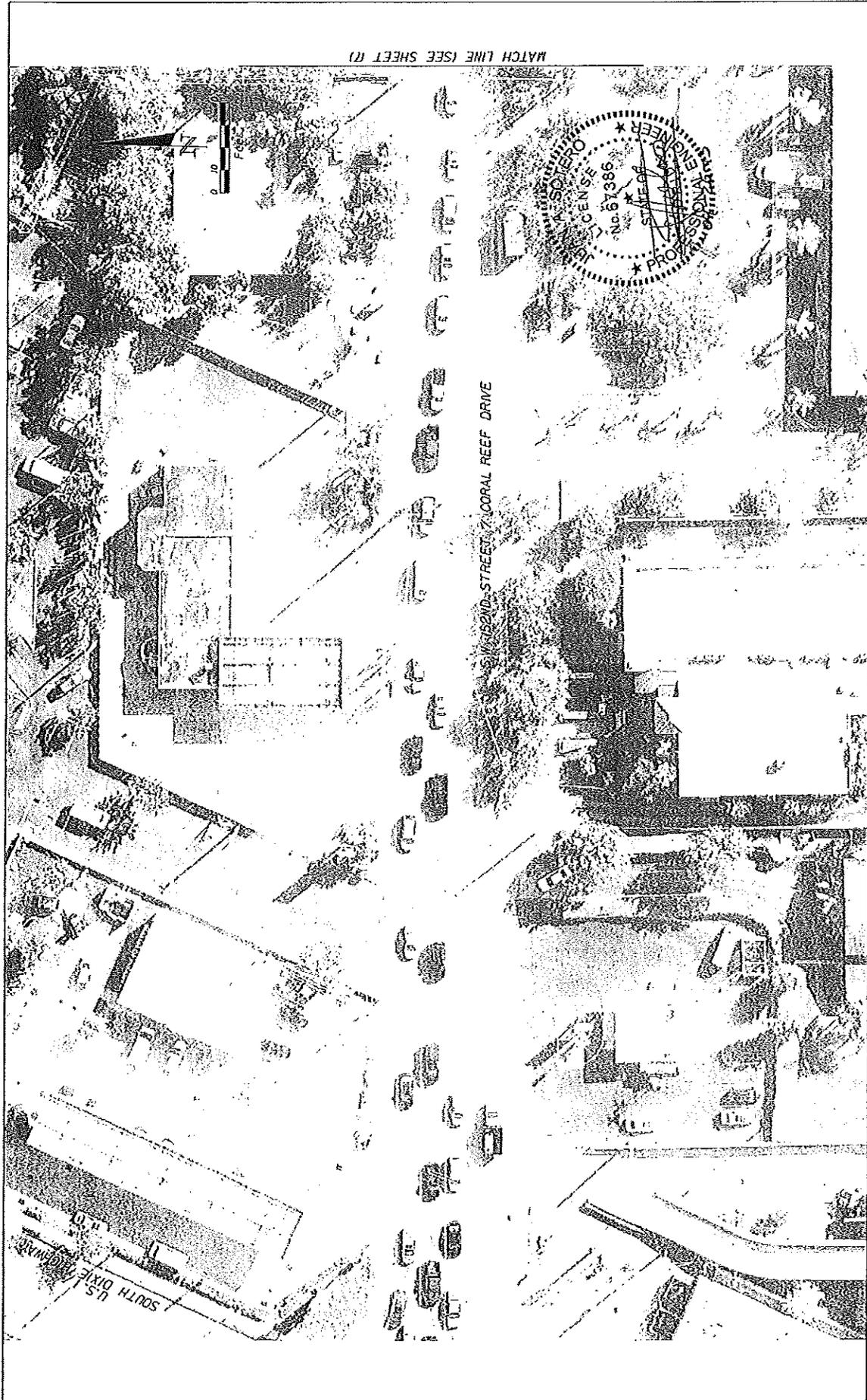
DATE		REVISIONS		VILLAGE OF PALMETTO BAY		SHEET NO.	
DATE		REVISIONS		COUNT		NO.	
DATE		REVISIONS		M.I.A. NUMBER		14	
DATE		REVISIONS		MIAMI-DADE		4022-04	
DATE		REVISIONS		CORRADINO		ROADWAY PLANS	
DATE		REVISIONS		4055 NW 9th Avenue, Doral, Florida, 33178			
DATE		REVISIONS		Tel: (305) 851-1000 Fax: (305) 851-1055			
DATE		REVISIONS		E.O. Juan A. Sotero, P.E. No. 67380			

MATCH LINE STA. 52+60.00  
 MATCH LINE STA. 58+20.00  
 LEGEND  
 PROPOSED DETECTABLE PAVEMENT SURFACES  
 ROOT BARRIERS  
 EXISTING SIDEWALK  
 NOTE: ALL CONDUITS SHALL BE INSTALLED SIDEWALK SIDE OF ROAD  
 M.I.A. NUMBER: 4022-04  
 PROFESSIONAL SEAL: MIGUEL A. SOTERO, No. 67380  
 ROADWAY PLANS



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
CORRADINO		VILLAGES OF PALMETTO RAY		
4055 N.W. 97th Avenue, Doral, Florida, 33178 Ph: (305) 584-0735 Fax: (305) 584-0755 E: C.R. Corradino, P.E. License No. 0007386		COUNTY MIAMI-DADE PROJECT NUMBER 4022-04		
E.O.R. Juan A. Sotero, P.E. License No. 67386		SHEET NO. 15		

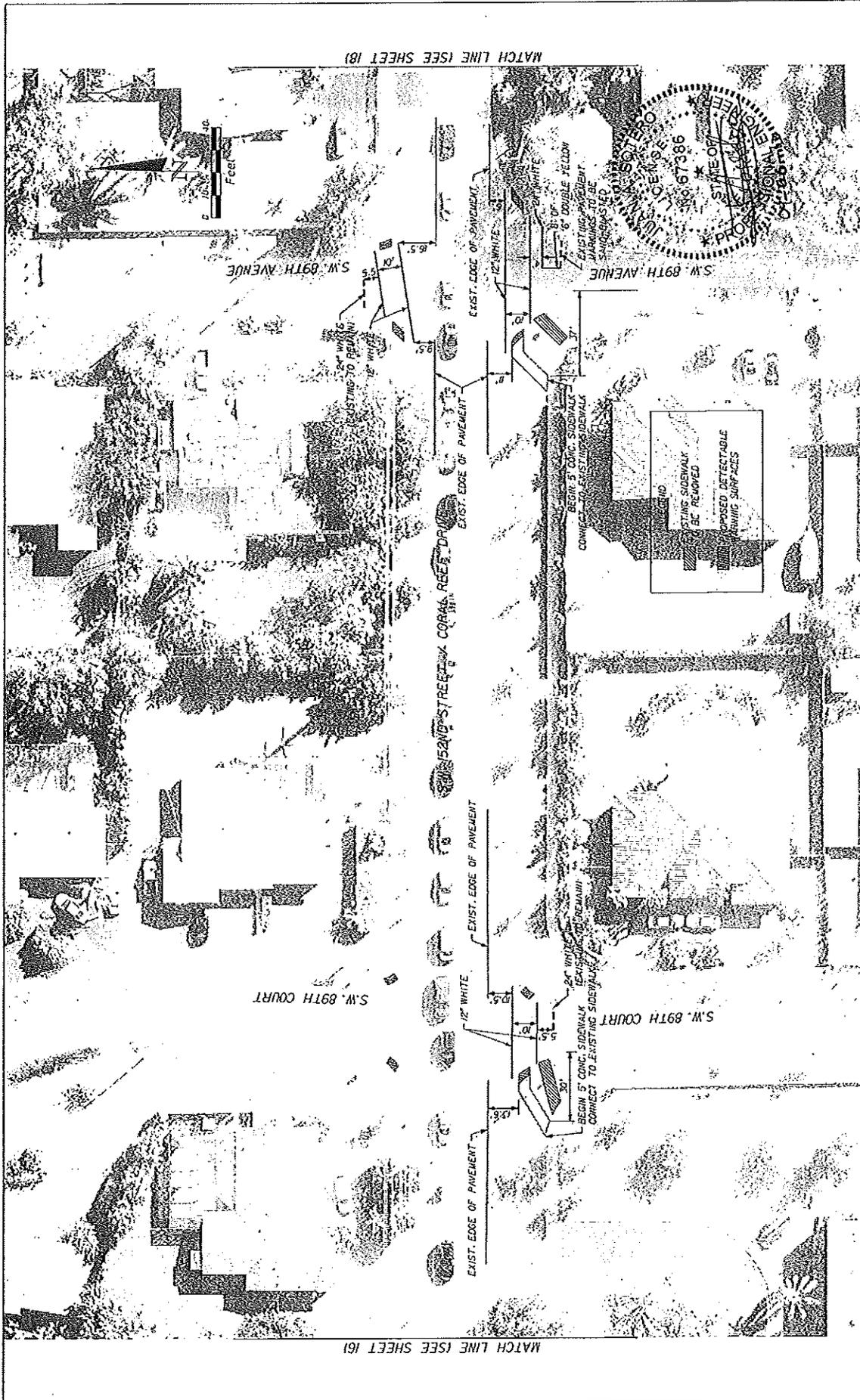
4/10/04 4/10/04



MATCH LINE (SEE SHEET (1))

CORRADINO 4058 N.W. 57th Avenue, Doral, Florida, 33178 Phone (305) 547-0700 Fax (305) 800-7865 Certificate of Authorization No. 8007865 E. O. S. Juan A. Salero, P. E. No. 87386		VILLAGE OF PALMETTO BAY COMM. I.	PROJECT NUMBER 4022-04	MIAMI-DADE	ROADWAY PLANS	SHEET NO. 16
REVISIONS NO. DATE DESCRIPTION						

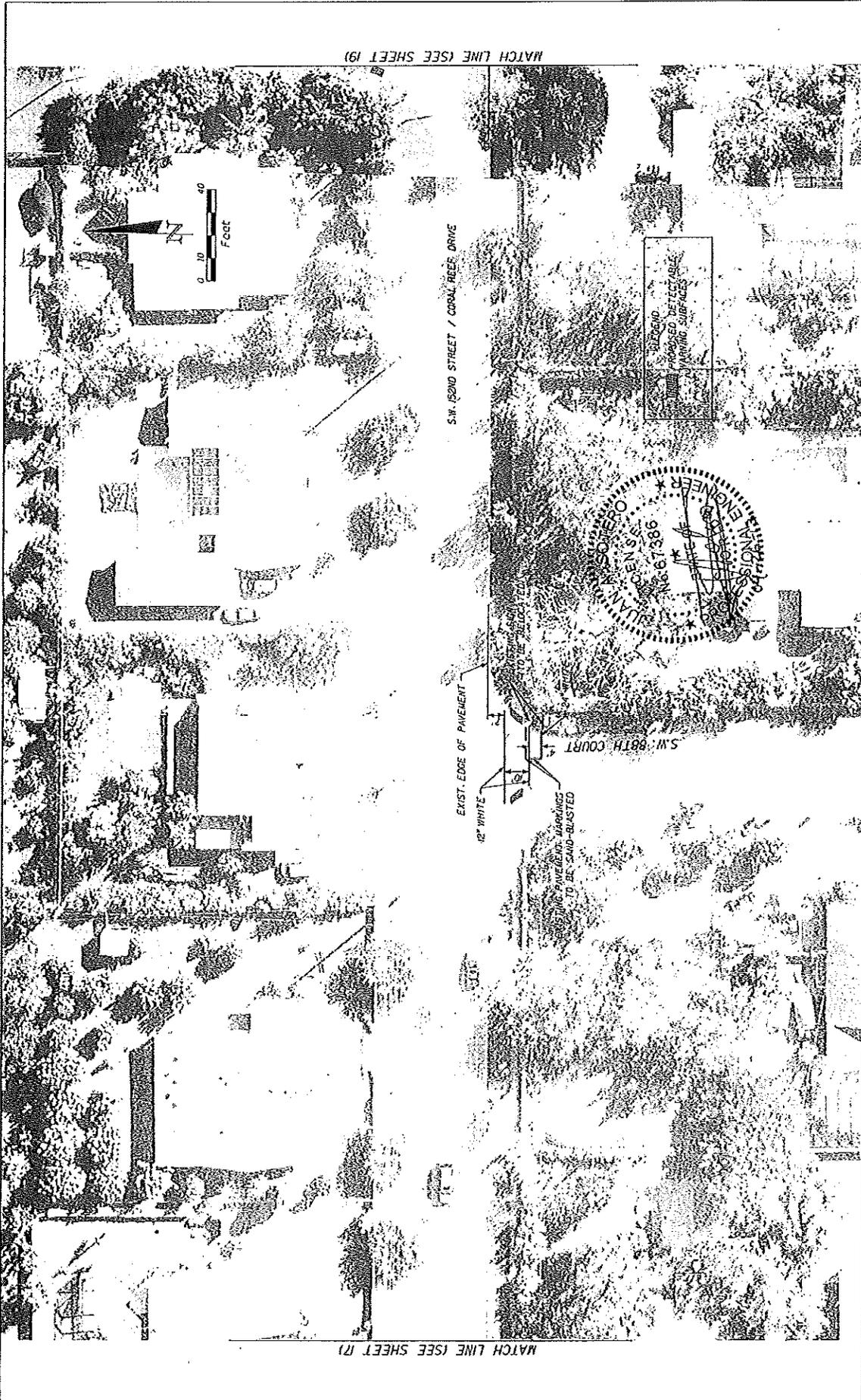
86288 5-14-05 8-1-05 8-1-05



DATE		DESCRIPTION		REV'S TO S.S.		DATE		DESCRIPTION	
<p><b>CORRADINO</b>          4052 N.W. 97th Avenue, Doral, Florida, 33178          Professional Engineer No. 67386          City of Doral, Florida          E.O.R. Juan A. Sotero, P.E. No. 67386</p>									
VILLAGE OF PALM BEACH				PROJECT NUMBER		4022-01			
COUNTY				MIAMI-DADE		SHEET NO.			
						17			

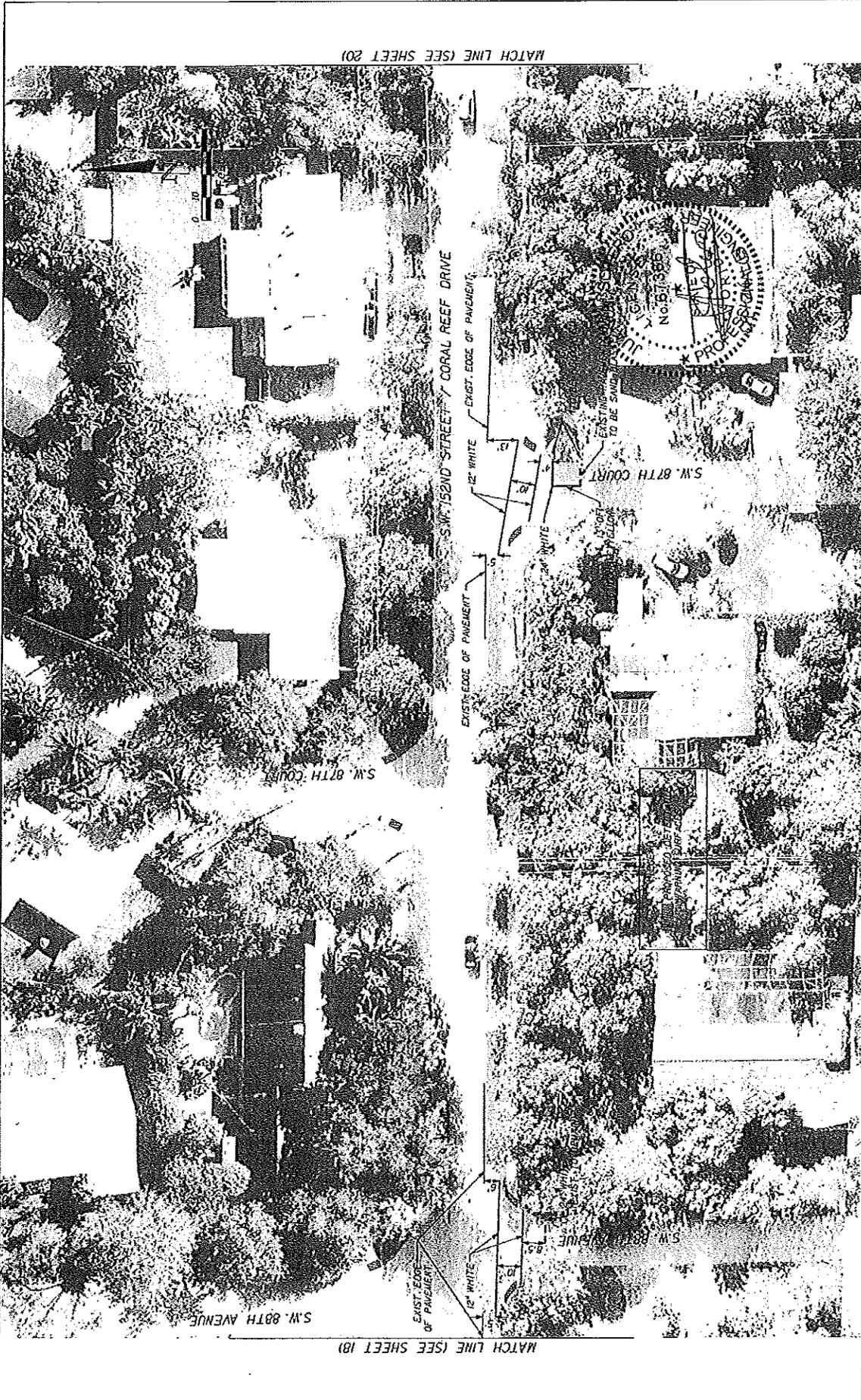
ROADWAY PLANS

17

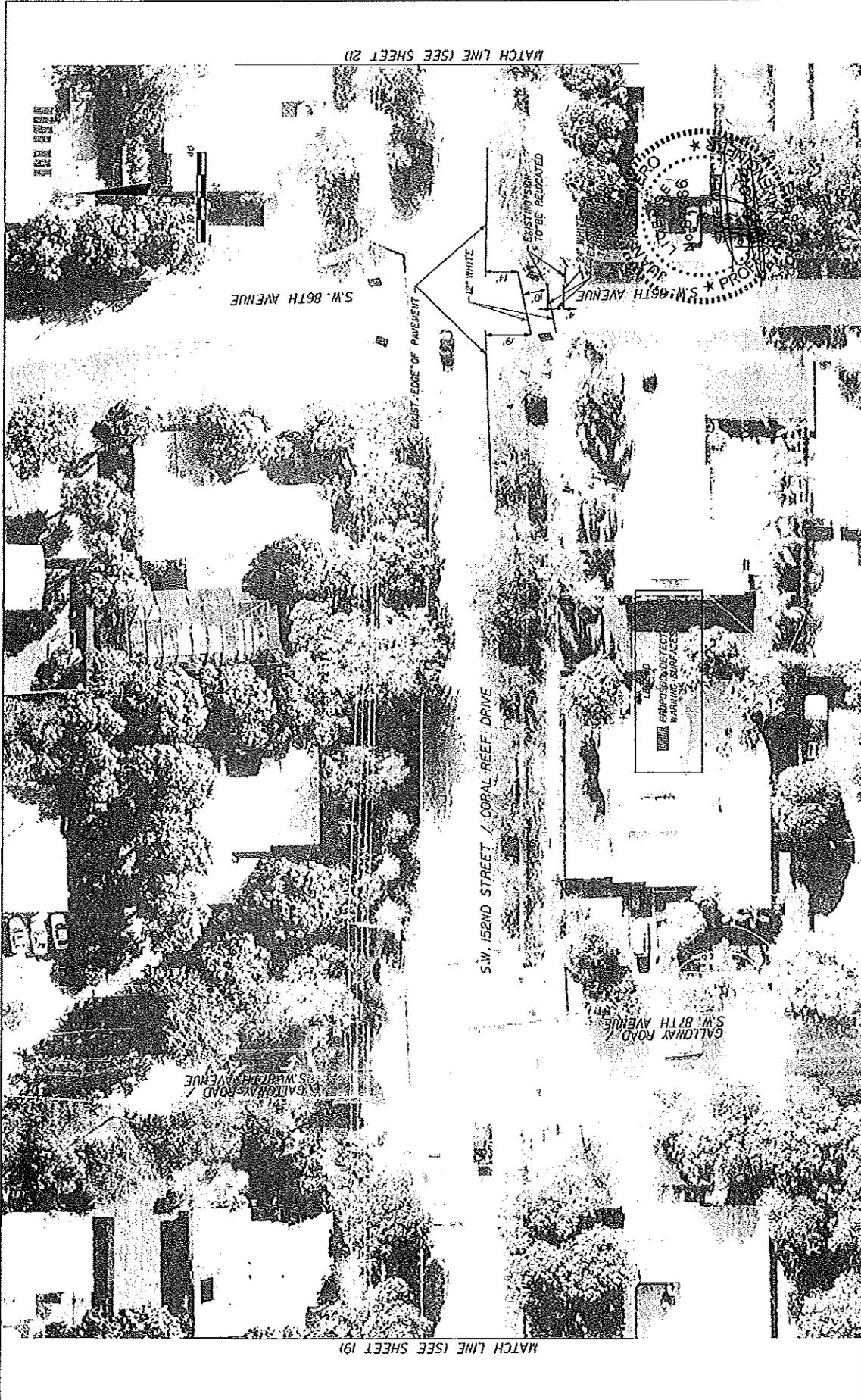


DATE	DESCRIPTION	REVISIONS	DATE	BY	DATE	BY	
<b>CORRADINO</b> 4055 N.W. 97th Avenue, Doral, Florida, 33178 Ph: (305) 844-7135 Fax: (305) 394-4155 Coral Gables, FL 33134 E.O.R. Juan A. Sobro, P.E. No. 67286			VILLAGE OF PALMETTO BAY COUNTY MIAMI-DADE PROJECT NUMBER 4022-04			SHEET NO. 18	

40179 68114 27/24



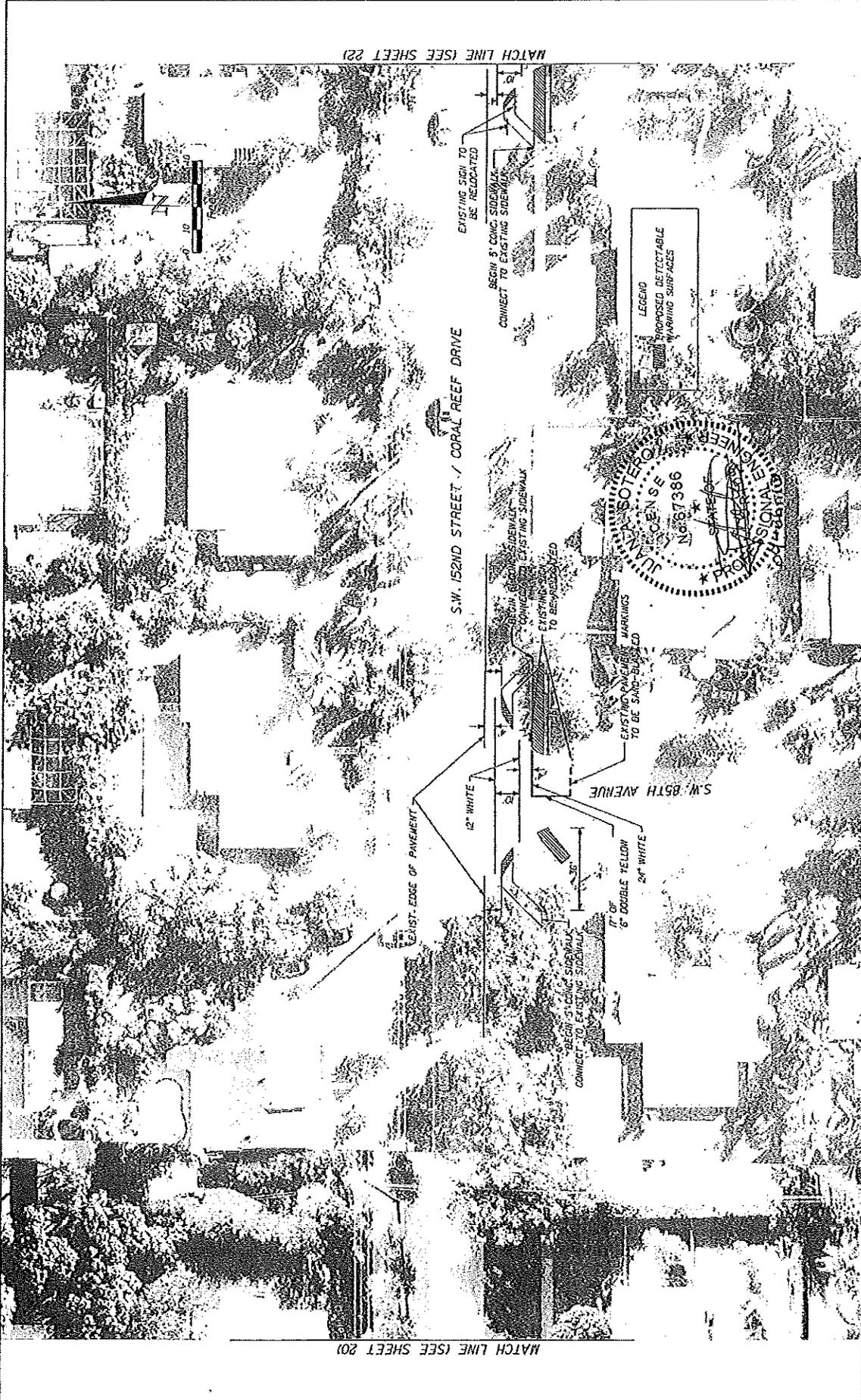
NO.	DESCRIPTION	DATE	REVISIONS
<b>CORRADINO</b> 4055 NW 97th Avenue, Doral, Florida, 33178 Ph (305) 894-0733 Fax (305) 894-0755 E. R. Corradino, Professional Engineer No. 06007586 E. R. Corradino, P.E. No. 06007586			
<b>VILLAGE OF PALMETTO BAY</b> COUNTY MIAMI-DADE		PROJECT NUMBER 4022-04	
<b>ROADWAY PLANS</b>			
SHEET NO. 19			SCALE



MATCH LINE (SEE SHEET 21)

MATCH LINE (SEE SHEET 19)

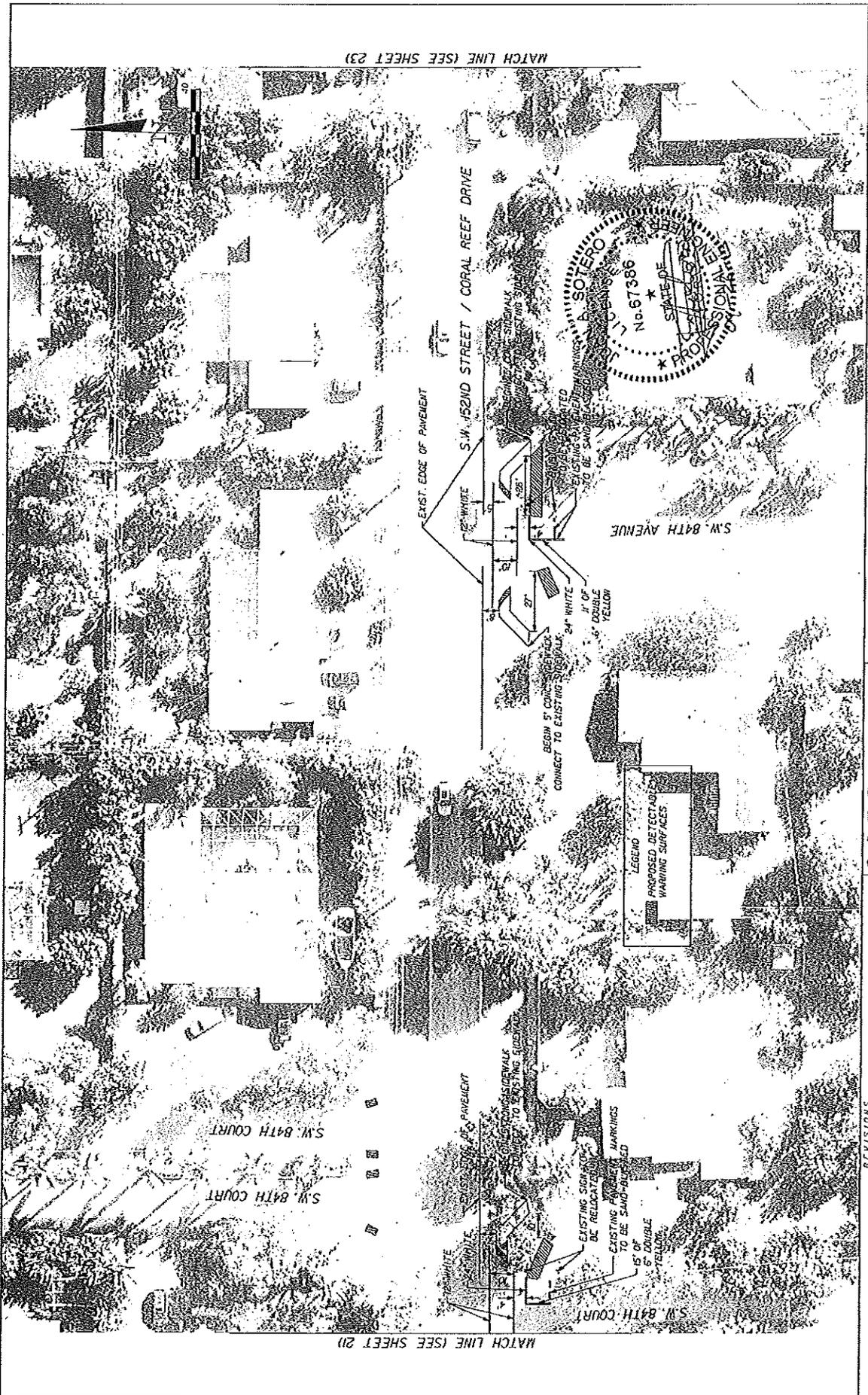
<p><b>CORRADINO</b>          4055 N.W. 97th Avenue, Doral, Florida, 33178          Ph: (305) 394-0735 Fax: (305) 394-0755          E-mail: corradino@corradino.com          E.O.R. Susan A. Solano, P.E. No. 07386</p>		<p>VILLAGE OF  <b>PALMETTO BAY</b></p>		<p>PROJECT NUMBER  <b>4022-04</b></p>		<p>SHEET NO.  <b>20</b></p>	
<p>DATE</p>		<p>CONTRACT  <b>MIAMI-DADE</b></p>		<p>NO. 04</p>		<p>NO. 04</p>	
<p>DESCRIPTION</p>		<p>ROADWAY PLANS</p>		<p>NO. 04</p>		<p>NO. 04</p>	



DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
CORRADINO				VILLAGE OF PALMETTO BAY		COUNTY		PROJECT NUMBER	
4055 N.W. 87th Avenue, Doral, Florida, 33178 Ph: (305) 594-0735 Fax: (305) 594-0755 Professional Seal No. 00007866 E.O.R. Juan A. Sobrado, P.E. No. 97386				MIAMI-DADE		4022-04			
SHEET NO.				21		SCALE		AS SHOWN	

ROADWAY PLANS

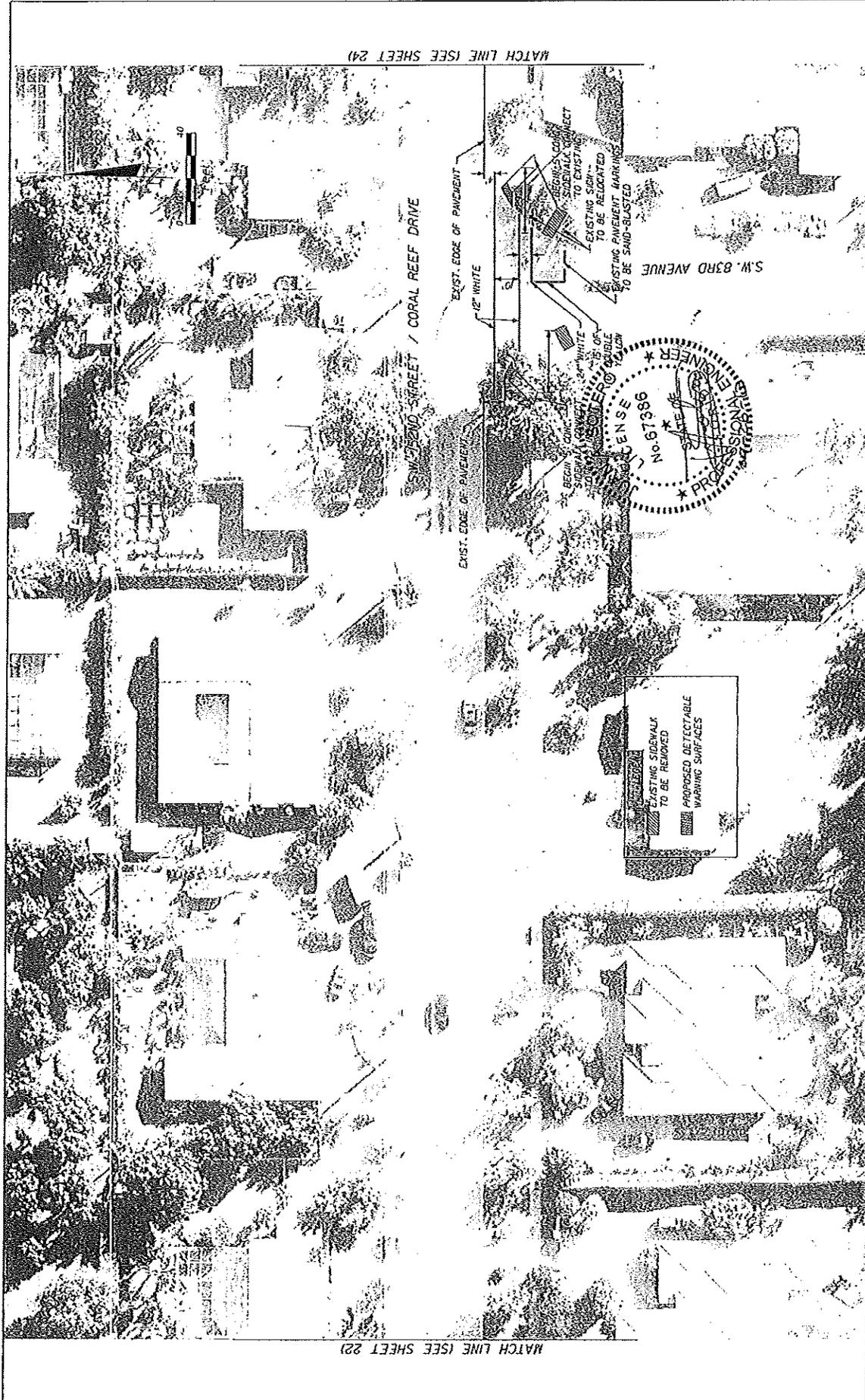
DATE: 10/20/04



MATCH LINE (SEE SHEET 23)

MATCH LINE (SEE SHEET 21)

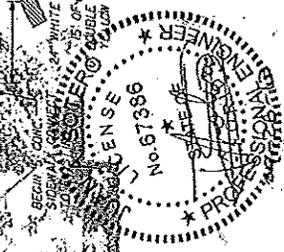
<b>CORRADINO</b> 4025 N.W. 87th Avenue, Doral, Florida 33178 Ph: (305) 894-0735 Fax: (305) 894-0755 Certificate of Authorization No. 000079035 E.O.R. Juan A. Sobro, P.E. No. 67386		VILLAGES OF PALMETTO BAY COUNTY: MIAMI-DADE PROJECT NUMBER: 4022-04	SHEET NO. 22
---	--	--	--------------



MATCH LINE (SEE SHEET 24)

MATCH LINE (SEE SHEET 22)

EXISTING SIDEWALKS TO BE REMOVED  
 PROPOSED DETECTABLE WARNING SURFACES

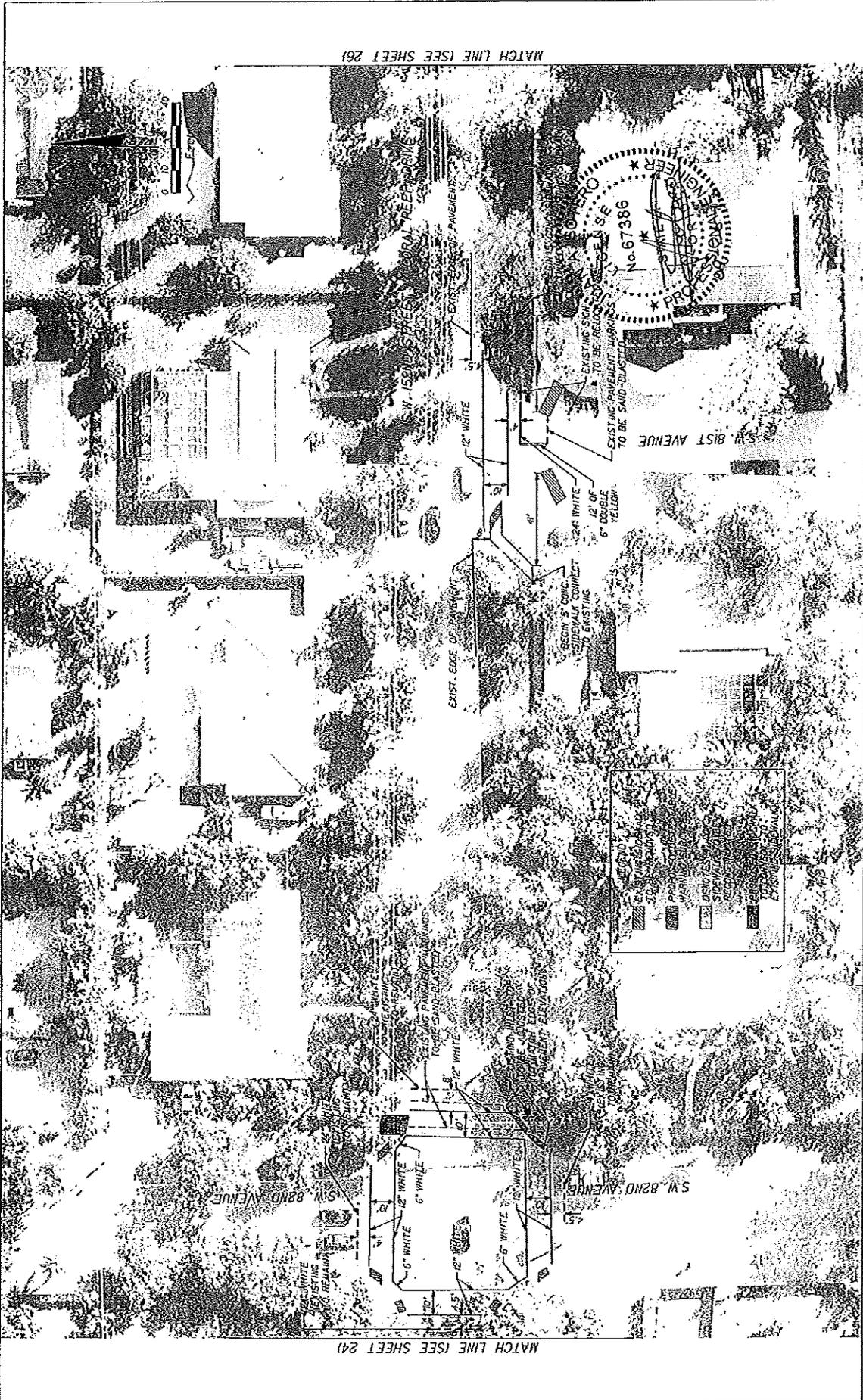


CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO. 23
4050 N.W. 57th Avenue, Doral, Florida, 33178 CO. (305) 584-0735 FAX: (305) 584-0755 E.O.R. E. R. CORRADINO, P.E. No. 57386		MIAMI-DADE	PROJECT NUMBER 4022-04	
DATE	DESCRIPTION	REVISIONS	DATE	BY

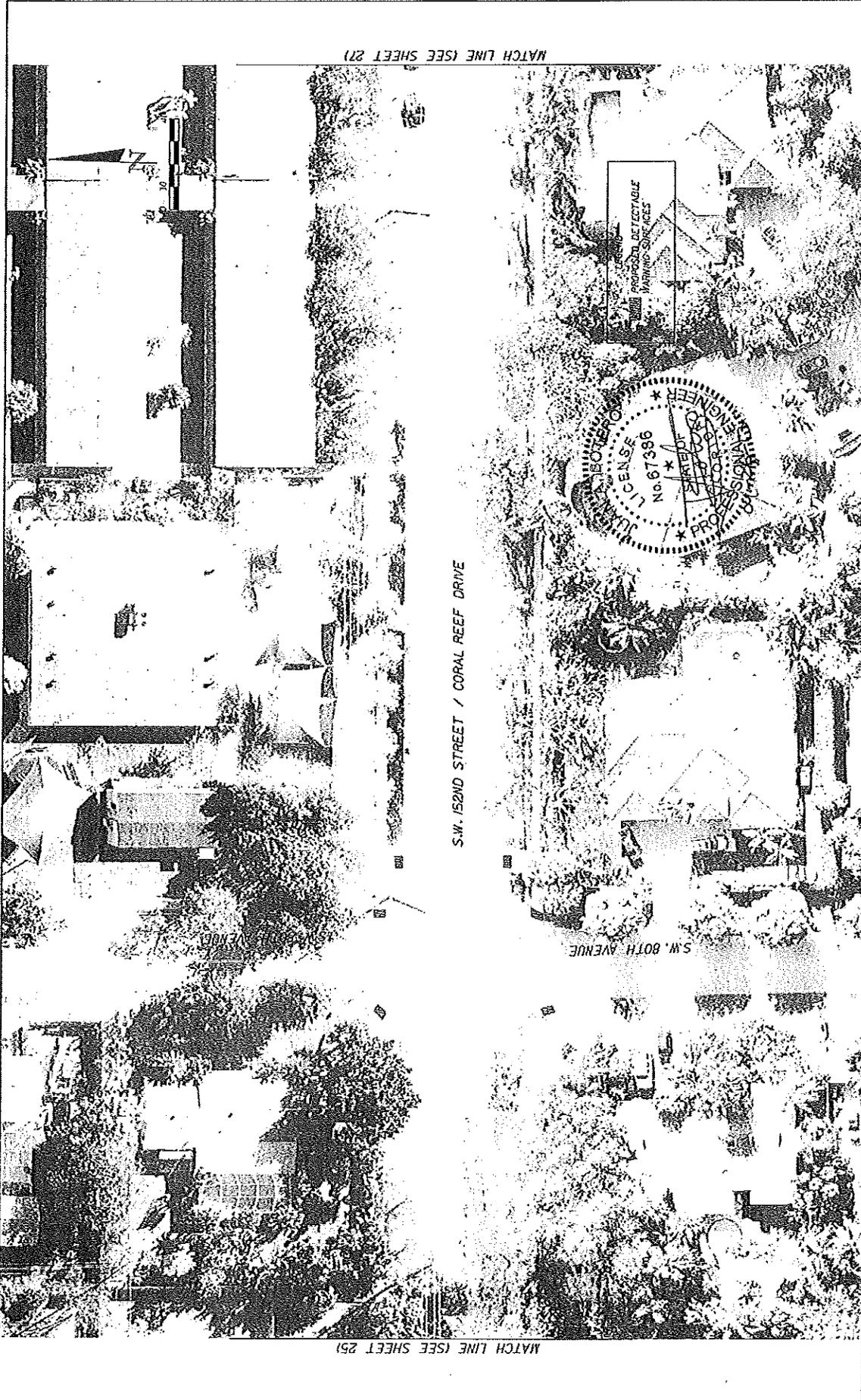
ROADWAY PLANS

SCALE 1" = 40'

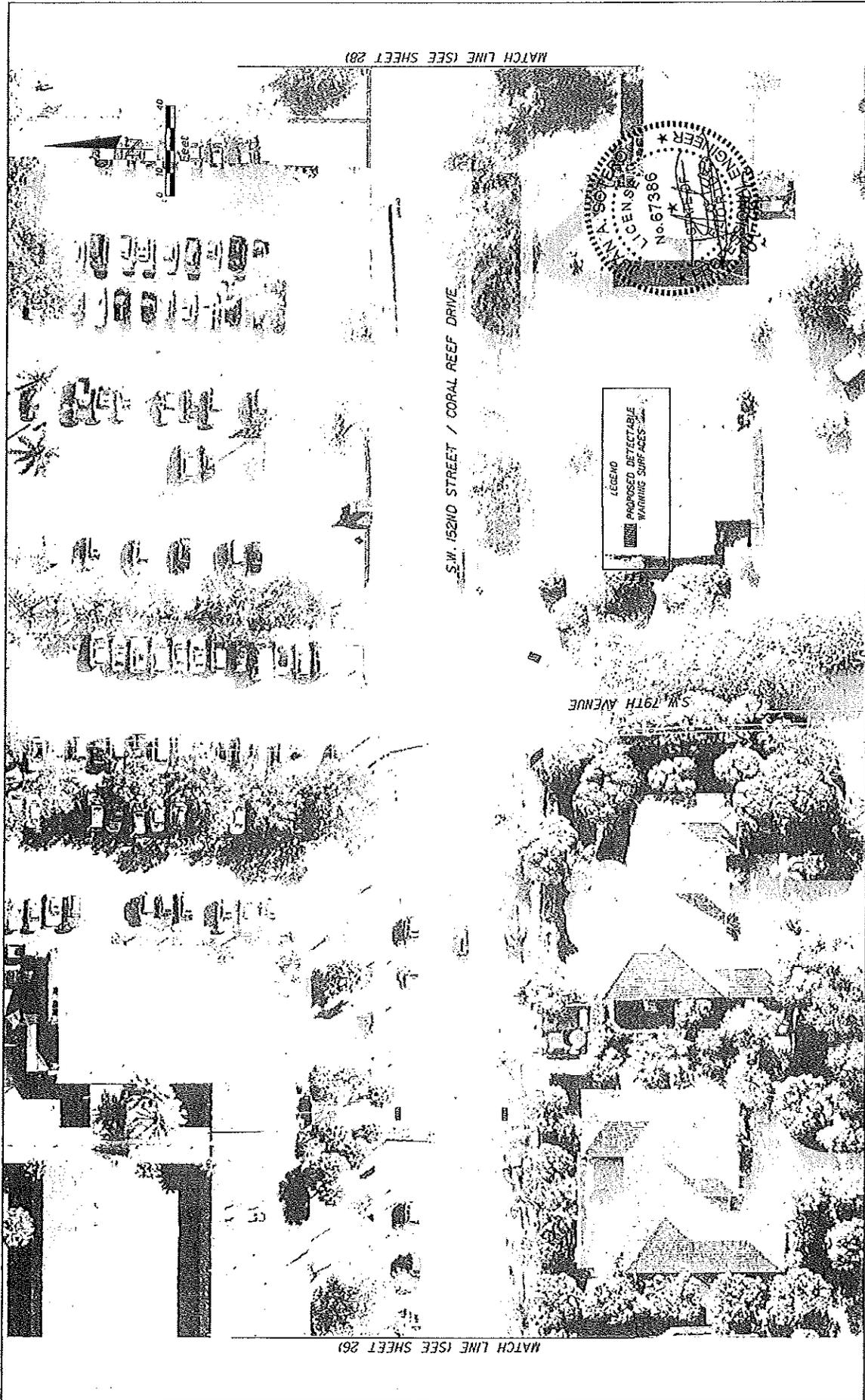




CORRADINO		VILLAGES OF PALMSTO BAY		SHEET NO.	
4055 N.W. 87th Avenue, Doral, Florida, 33178 Ph: (305) 564-0735 Fax: (305) 564-0735 Certificate of Authorization No. 00007968 E. O. R. Juan A. Sobano, P.E. No. 67386		COUNTY PROJECT NUMBER		25	
		MIAMI-DADE 4022-04			
DRAWN BY: B. SCHREIBER		DATE: 08/25/00		402204	
CHECKED BY: B. SCHREIBER		DATE: 08/25/00		402204	
DESIGNED BY: B. SCHREIBER		DATE: 08/25/00		402204	
SUPERVISOR: B. SCHREIBER		DATE: 08/25/00		402204	
EXAMINER: B. SCHREIBER		DATE: 08/25/00		402204	



<b>CORRADINO</b> 4055 N.W. 57th Avenue, Doral, Florida, 33178 Ph: (305) 664-0735 Fax: (305) 594-0785 E.O.R. Juan A. Sabido, P.E. No. 00007985 No. 07386		VILLAGE OF <b>PALMHESTO BAY</b> CRABBY MIAMI-DADE PROJECT NUMBER 4022-04	SHEET NO. 26
TITLE <b>ROADWAY PLANS</b>	DRAWN BY <b>REY ISIDROS</b>	DATE <b>11/11/04</b>	MATCHES 4100'S 4100'S 4100'S



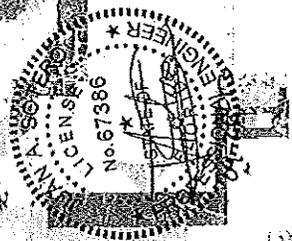
MATCH LINE (SEE SHEET 28)

MATCH LINE (SEE SHEET 26)

S.W. 152ND STREET / CORAL REEF DRIVE

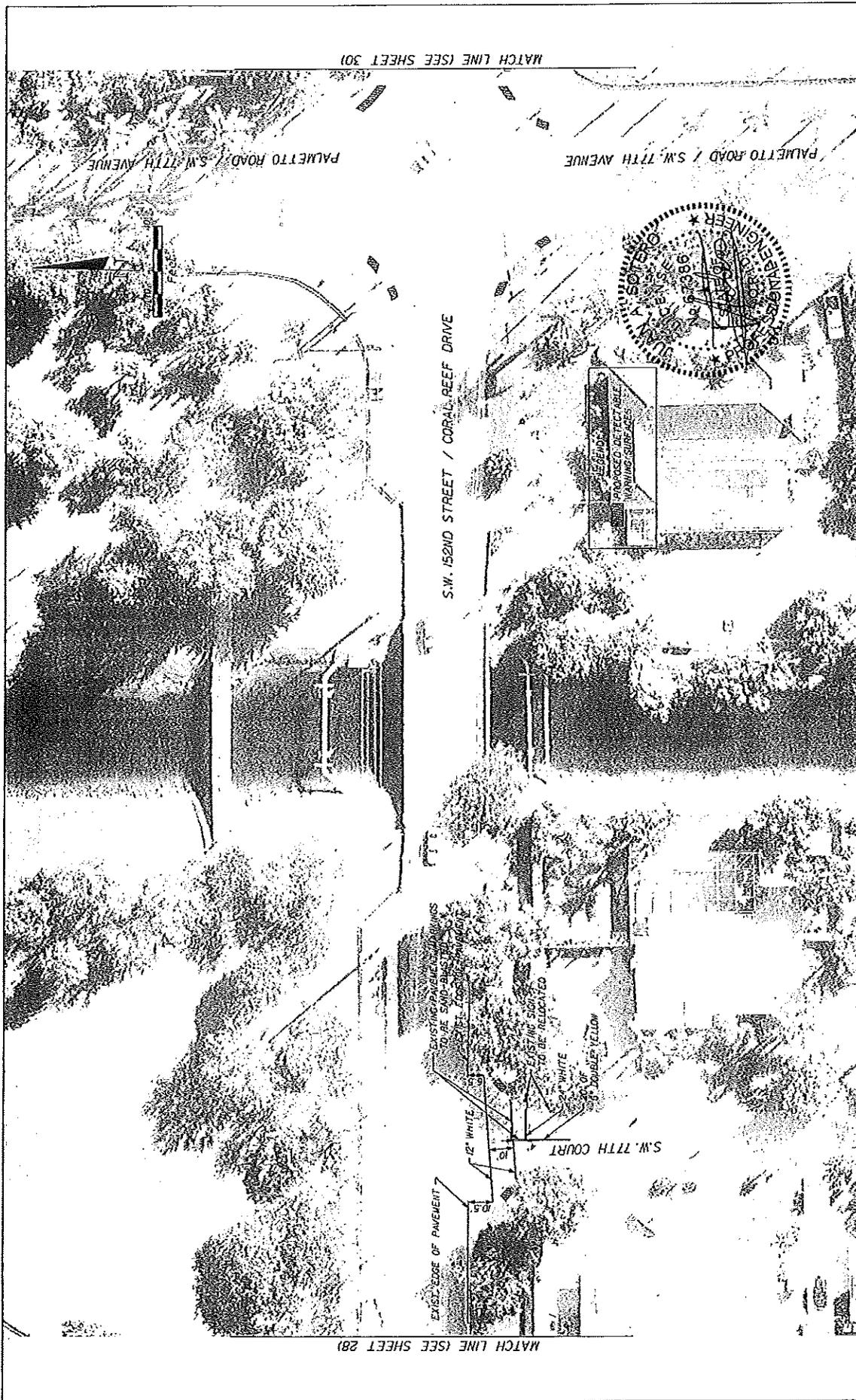
S.W. 79TH AVENUE

LEGEND  
 PROPOSED DETECTABLE WARNING SURFACES



CORRADINO		VILLAGES OF PALMISTO BAY		ROADWAY PLANS		SHEET NO. 27	
4055 N.W. 87th Avenue, Doral, Florida, 33178		COUNTY		PROJECT NUMBER			
Ph: (305) 684-9735 Fax: (305) 564-0755		MIAMI-DADE		4022-04			
Certificate of Authorization No. 00007965							
E.O.R. Juan A. Corradino, P.E.							
No. 67386							
DESCRIPTION		REVISIONS		DATE		DATE	





CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO. 29	
4055 N.W. 57th Avenue, Doral, Florida, 33178 PH: (305) 584-0735 Fax: (305) 584-0755 Certificate of Authorization No. 00007605 E.O.R., Juan A. Soriano, P.E. No. 07386		PROJECT NUMBER 4022-04			
REVISIONS		DATE			
J. SCOTTEN		05/20/2010			

SCALE: 1"=40'



MATCH LINE (SEE SHEET 30)

MATCH LINE (SEE SHEET 29)

EXISTING PAVEMENT MARKINGS  
TO BE SAND-BLASTED

SAND STREET / CORAL REEF DRIVE

CORRADINO		VILLAGE OF PALMETTO BAY		ROADWAY PLANS		SHEET NO.	
4655 N.W. 57th Avenue, Doral, Florida, 33178		COUNTY		PROJECT NUMBER		30	
Ph: (305) 564-0735 Fax: (305) 394-0755		MIAMI-DADE		4022-04			
Certificate of Authorization No. 00007866							
E.O.R. Juan A. Solano, P.E.							
REVISIONS							
DATE	BY	DESCRIPTION					
		AS SHOWN					
		AS SHOWN					

DATE: 07/25/97

SCALE: 1"=40'

PROJECT: 4022-04

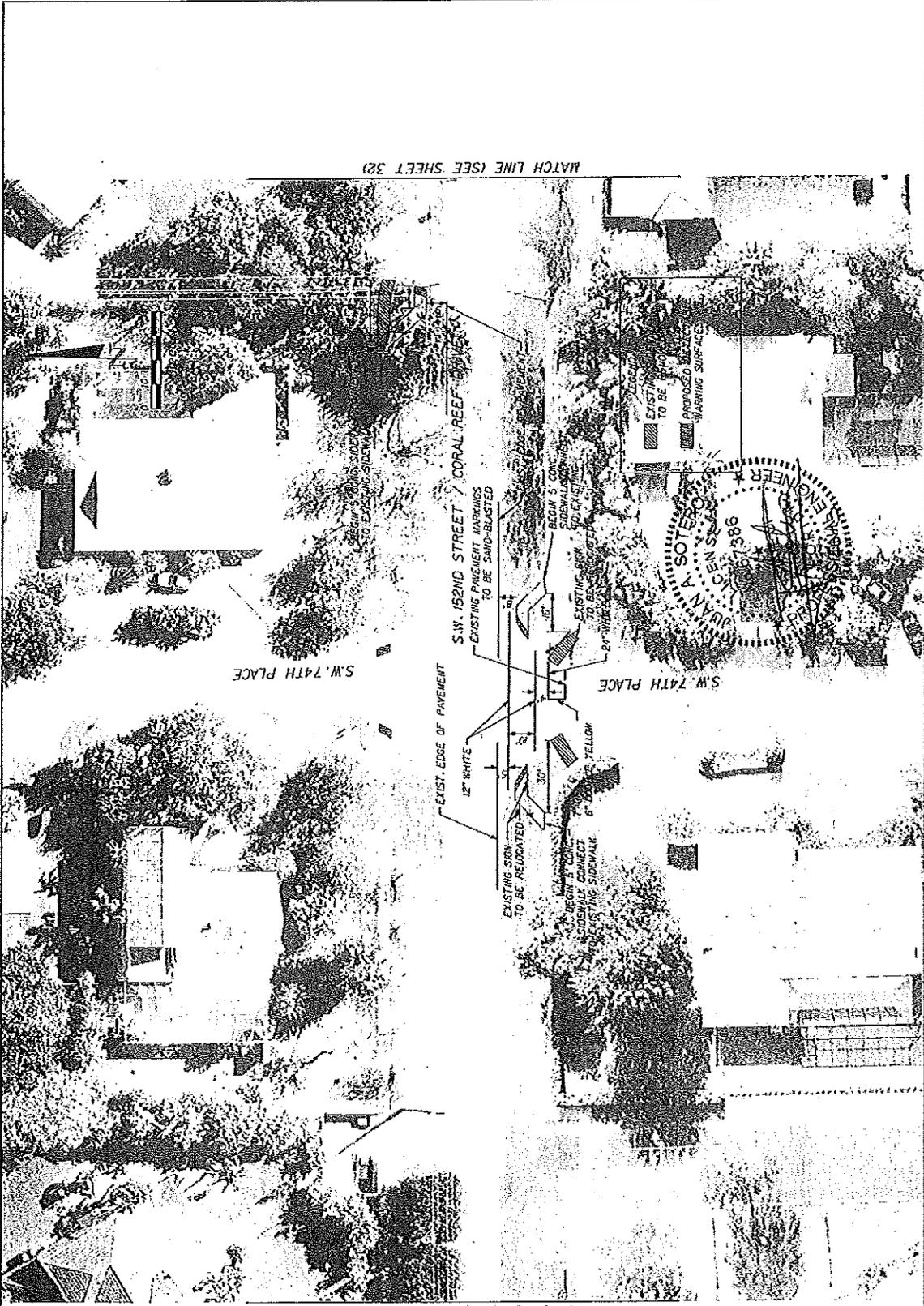
COUNTY: MIAMI-DADE

PROJECT NUMBER: 4022-04

VILLAGE OF PALMETTO BAY

ROADWAY PLANS

SHEET NO. 30

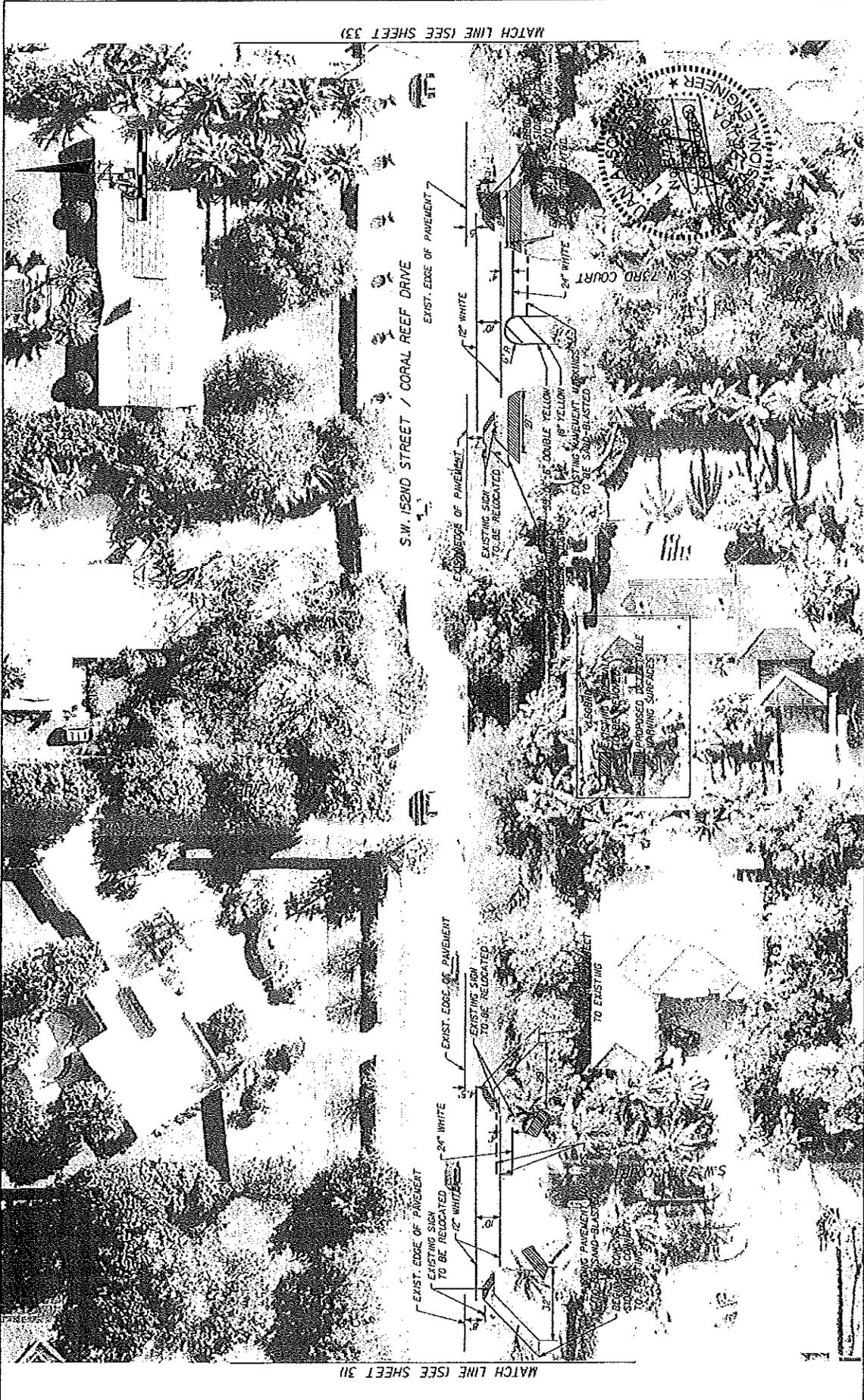


MATCH LINE (SEE SHEET 32)

MATCH LINE (SEE SHEET 30)

CORRADINO		VILLAGES OF PALMETTO BAY		ROADWAY PLANS		SHEET NO. 31	
4005 N.W. 97th Avenue, Doral, Florida, 33178 Ph: (305) 564-8735 Fax: (305) 594-0755 Certificate of Authorization No. 00007065 E.O.R. Juan A. Solerio, P.E. No. 07386		CORRADINO PROJECT NUMBER 4022-04		CORRADINO		SHEET NO. 31	
REVISIONS		DATE		DATE		DATE	
DESCRIPTION		DATE		DATE		DATE	





MATCH LINE (SEE SHEET 33)

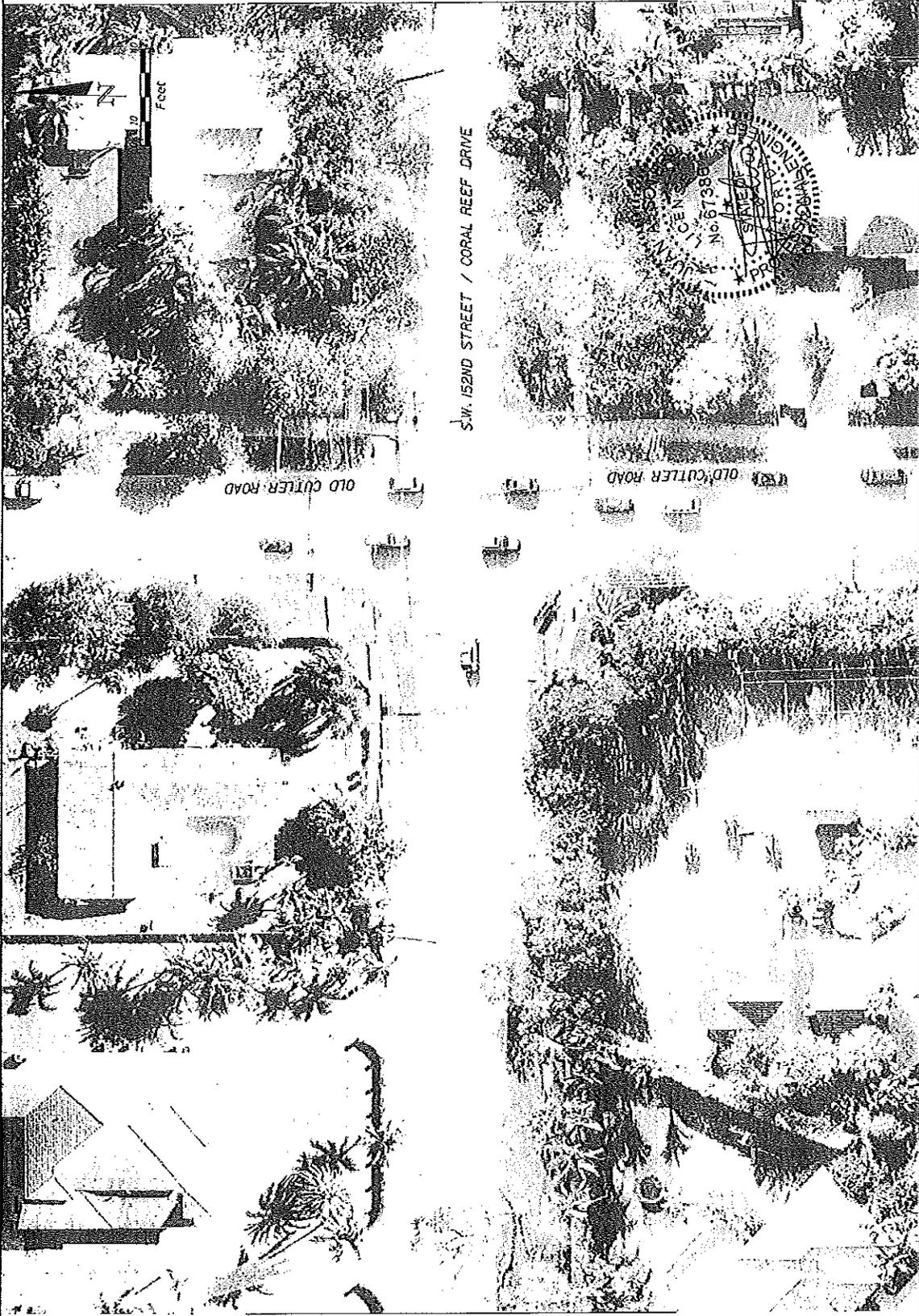
MATCH LINE (SEE SHEET 31)

S.W. 152ND STREET / CORAL REEF DRIVE

PROPOSED SIGN  
PARKING SURFACES



DATE	REVISIONS	CORRADINO		VILLAGES OF PALLADIUM BAY		SHEET NO.
		4055 N.W. 07th Avenue, Doral, Florida, 33178 Ph (305) 564-0735 Fax (305) 594-0755 Certificate of Authorization No. 00007965 E.O.R. Juan A. Solorio, P.E. No. 07568		MIAMI-DADE COUNTY PROJECT NUMBER 4022-04		
				ROADWAY PLANS		



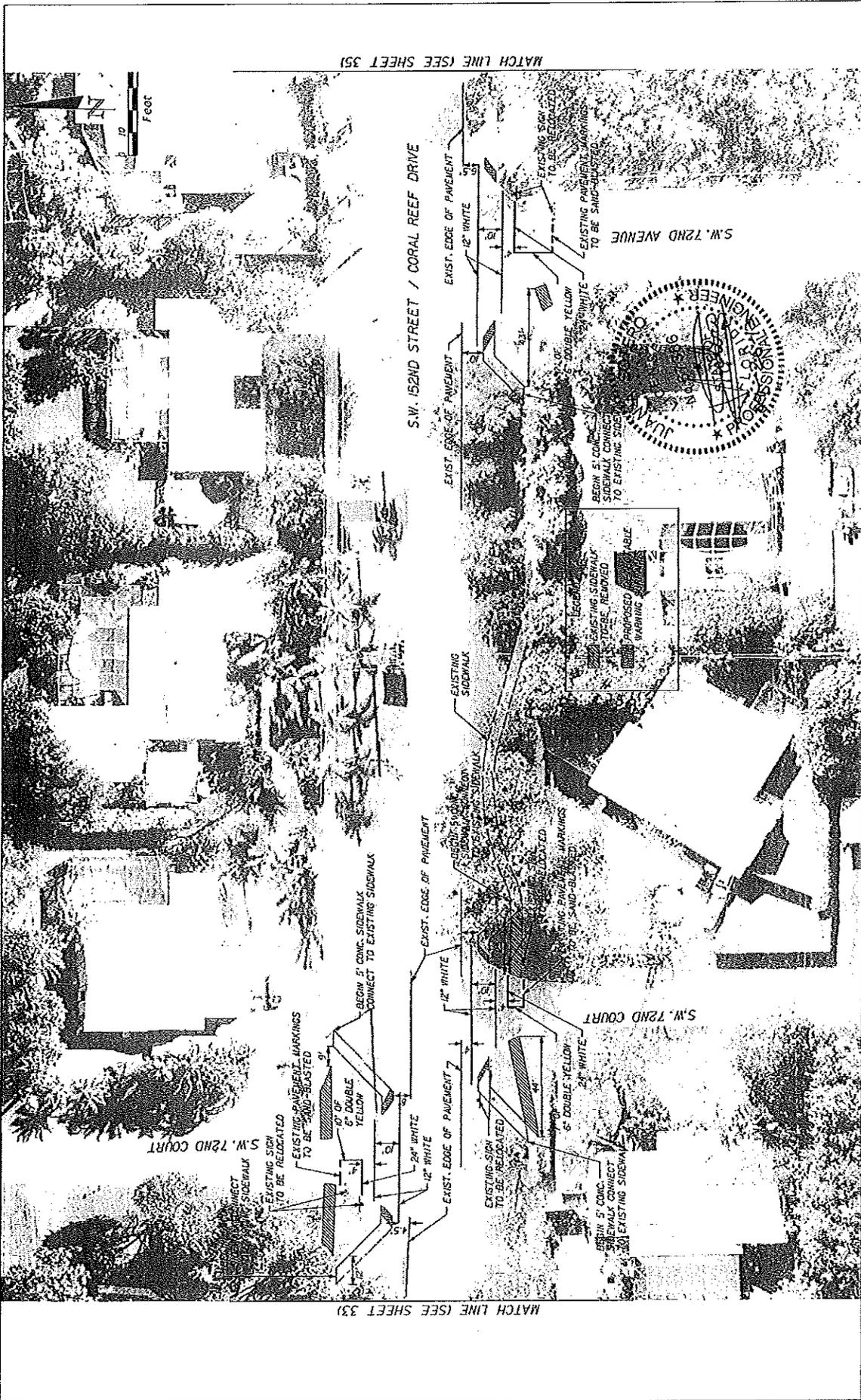
MATCH LINE (SEE SHEET 34)

MATCH LINE (SEE SHEET 32)

CORRADINO		VILLAGE OF PALMETTO BAY		PROJECT NUMBER 4022-04	SHEET NO. 33
4055 N W 57th Avenue, Doral, Florida, 33176 Ph: (305) 564-0735 Fax: (305) 594-0755 Certificate of Authorization No. 00007655 E.O.R. Juan A. Sobero, P.E. No. 67386		COUNTY	MIAMI-DADE		
REVISIONS	DESCRIPTION	DATE	BY		

DATE: 07/20/04

BY: [Signature]



CORRADINO		VILLAGE OF PALMISTO BAY		SHEET NUMBER		SHEET NO.	
4065 N.W. 87th Avenue, Doral, Florida, 33178		PROJECT NUMBER		4022-04		34	
Ph. (305) 584-0735 Fax. (305) 584-0755		HIAHI-DADE		4022-04			
Certificate of Authorization No. 00007865							
E.O.R. Juan A. Sobero, P.E.							
No. 07388							

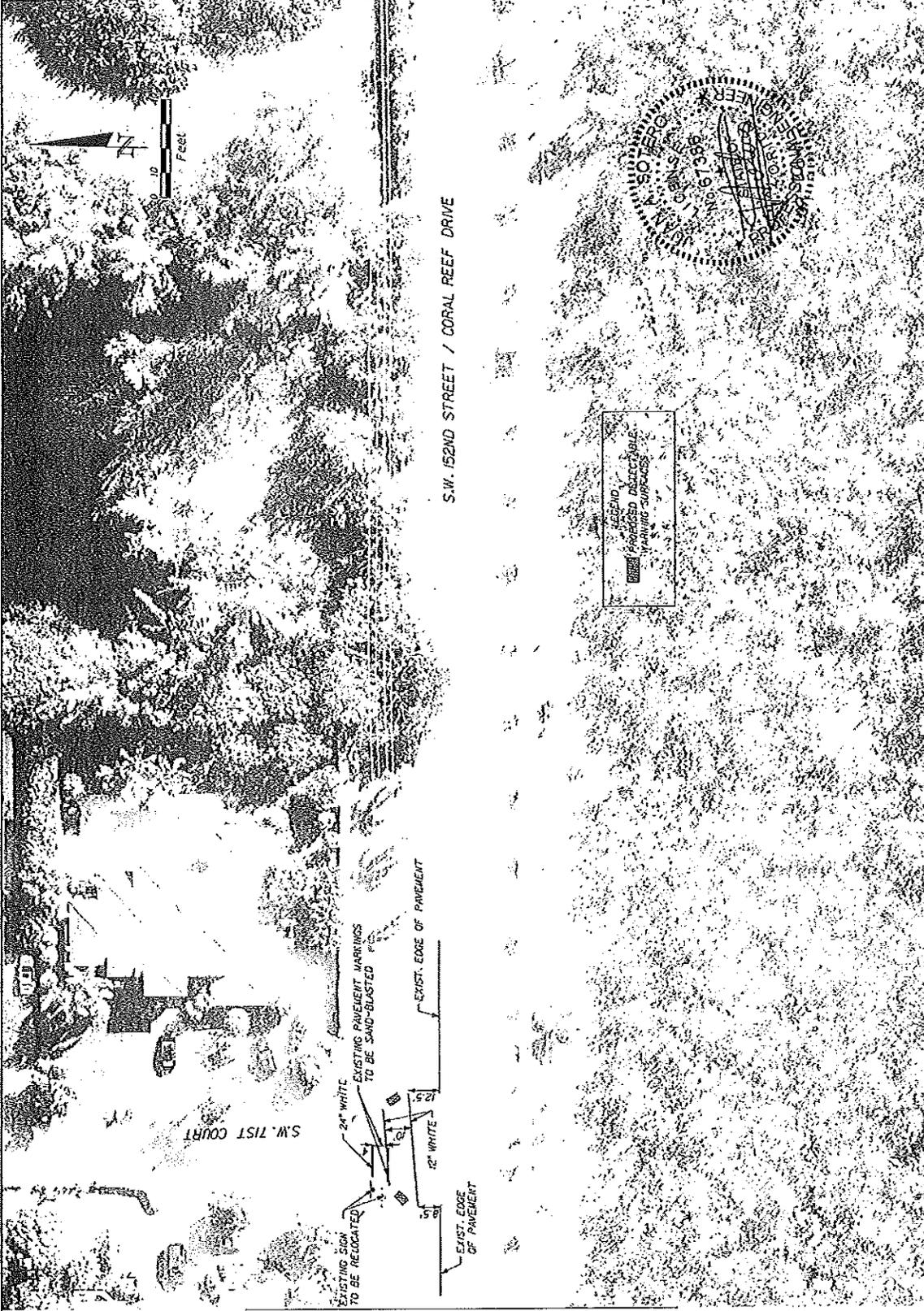
DESIGNER: CORRADINO

DATE: 11/11/03

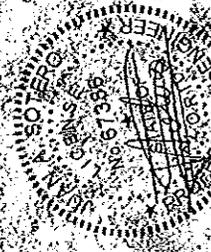
PROJECT: ROADWAY PLANS

SCALE: AS SHOWN

DATE: 11/11/03

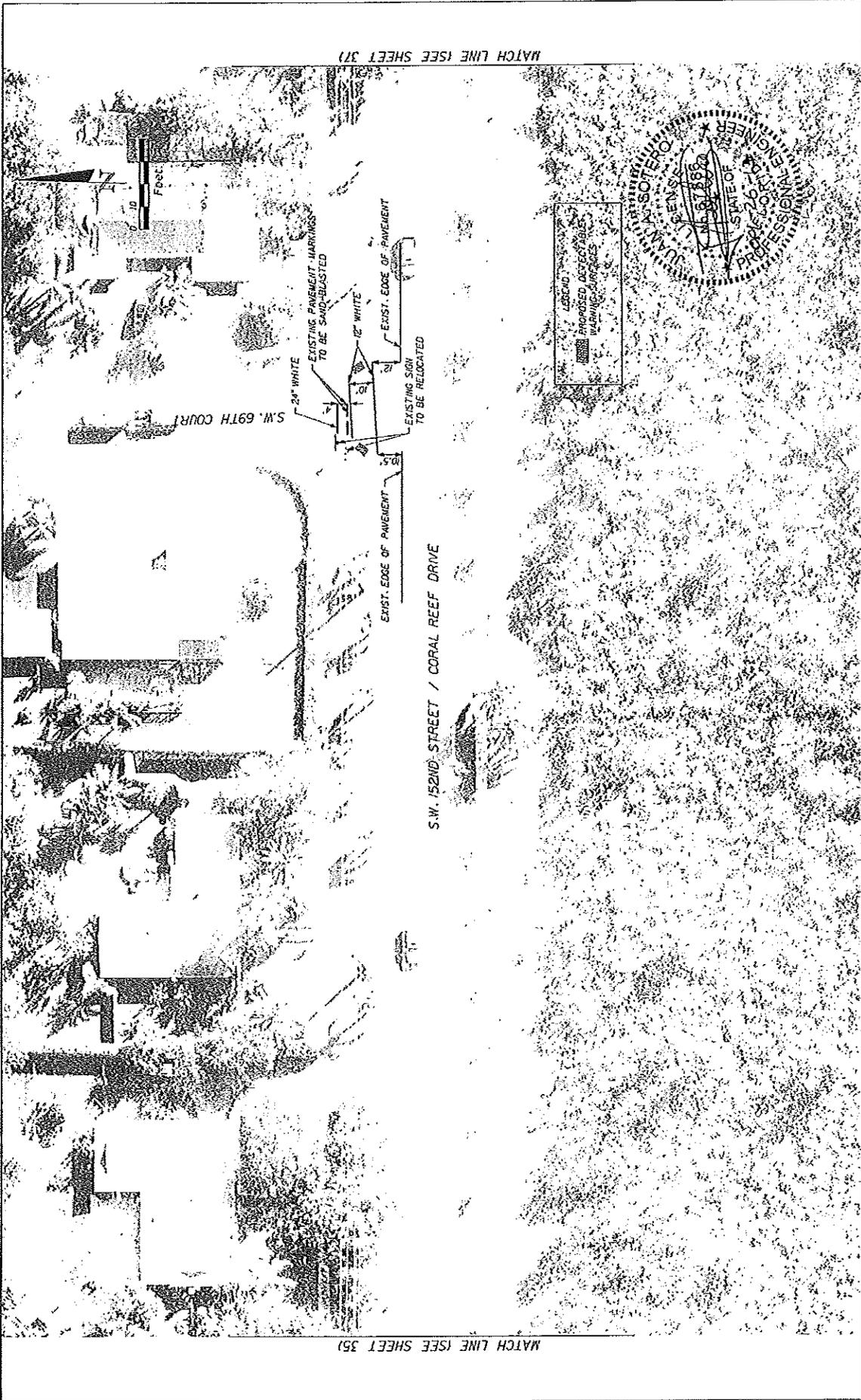


SEE REVISIONS SHEET FOR PROPOSED DRIVEWAY MARKING SURFACES



CORRADINO		VILLAGES ON PALMETTO BAY		ROADWAY PLANS		SHEET NO. 35	
4655 NW 87th Avenue, Doral, Florida, 33178 Ph (305) 594-0735 Fax: (305) 594-0755 Certificate of Authorization No. 00007855 E.D.R. Juan A. Soltero, P.E. No. 67398		PROJECT NUMBER		4022-04			
REVISIONS		DATE		DATE			
DATE		DATE		DATE			

DATE: 06/12/04

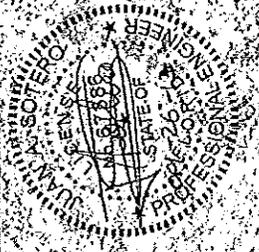


MATCH LINE (SEE SHEET 37)

MATCH LINE (SEE SHEET 35)

S.W. 152ND STREET / CORAL REEF DRIVE

LEGEND  
 [Symbol] PROPOSED DETECTABLE WARNING SURFACES



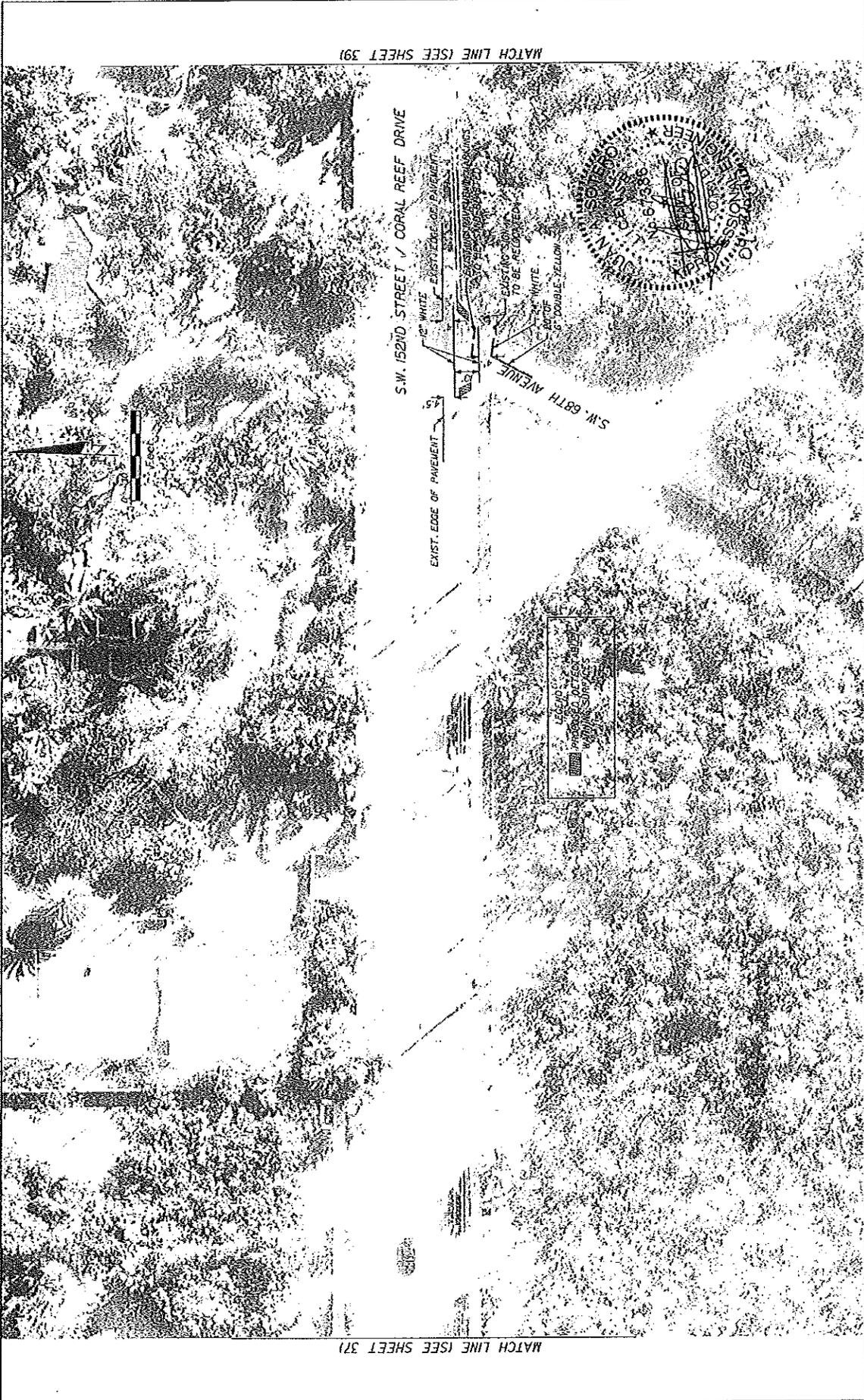
CORRADINO		VILLAGE OF PALMETTO BAY		SHEET NO.	36
4065 N.W. 07th Avenue, Doral, Florida, 33178 Ph: (305) 594-0735 Fax: (305) 594-0755 Certificate of Authorization No. 00007665 E.O.R. Juan A. Solero, P.E. No. 97390		COUNTY	MIAMI-DADE	PROJECT NUMBER	4022-04
REVISIONS		DATE		DATE	
DESCRIPTION	DATE	DESCRIPTION	DATE	DATE	

SCALE: AS SHOWN



CORRADINO		VILLAGE OF PALMETTO BAY		PROJECT NUMBER 1022-04	SHEET NO. 37
4055 NW 97th Avenue, Doral, Florida, 33178 Ph: (305) 564-0735 Fax: (305) 564-0755 Certificate Of Authorization No. 00007665 E.O.R. Juan A. Soltero, P. E. No. 671386		COUNTY	MIAMI-DADE		
REVISIONS		DATE		4020P	
DATE	BY	DATE	BY	4020P	

**ROADWAY PLANS**



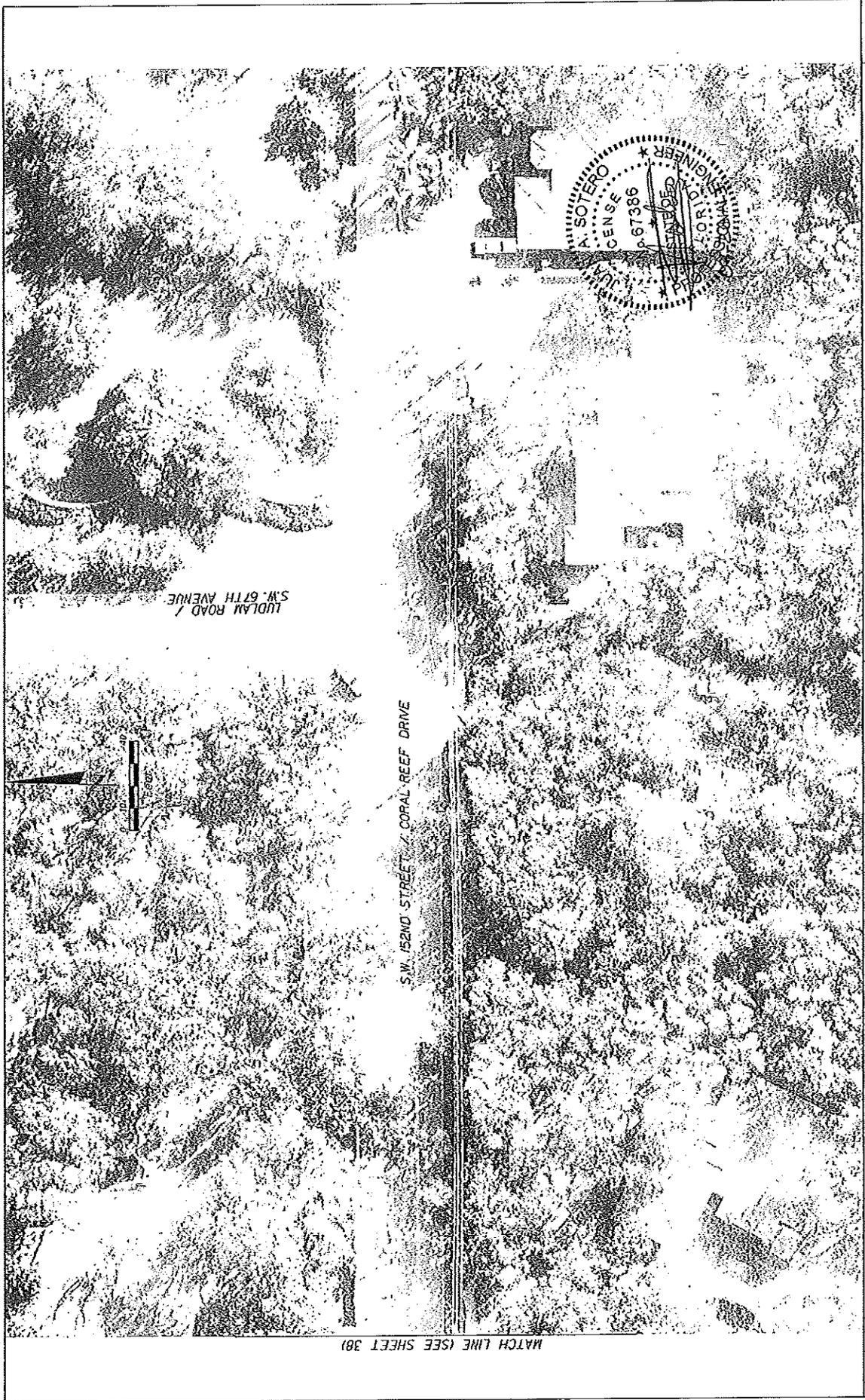
MATCH LINE (SEE SHEET 39)

MATCH LINE (SEE SHEET 37)

SHEET NO.	ROADWAY PLANS		SHEET NO.
	38		
CORRADINO		VILLAGE OF PALMETTO BAY	PROJECT NUMBER 1022-04
4055 NW 87th Avenue, Coral, Florida, 33178 Ph (305) 594-0735 Fax: (305) 504-0755 Certificate Of Authorization No. 00007065 E O R Juan A. Sotelo, P.E. No. 07086		COUNTY MIAMI-DADE	
REVISIONS		DATE	
DESCRIPTION		DATE	

SCALE: 1"=40'

4/20/04



MATCH LINE (SEE SHEET 38)

CORRADINO		VILLAGES OF PALMHETTO BAY		ROADWAY PLANS		SHEET NO. 39	
4055 N.W. 87th Avenue, Doral, Florida, 33178		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-04		SCALE 4"=100'	
Ph: (305) 594-0735 Fax: (305) 594-0755		E.O.R. Juan A. Sotero, P.E.		No. 00007886			
Certificate of Authorization No. 00007886							
E.O.R. Juan A. Sotero, P.E.							
REVISIONS		DATE					
DESCRIPTION							





<b>CORRADINO</b> 4055 N.W. 87th Avenue, Doral, Florida, 33178 Ph: (305) 594-0728 Fax: (305) 594-0755 Certificate of Authorization No. 00007055 E.C.R. Juan A. Sotero, P.E. No. 07386		<b>REFERENCE POINTS AND BENCHMARKS</b>		SHEET NO. 41
PROJECT NUMBER: 4022-04		COUNTY: MIAMI-DADE		4026 4027 4028
VILLAGES OF PALMETTO BAY		PROJECT NUMBER: 4022-04		



SITE BENCHMARK  
 No. 300  
 ELEVATION: 7.01  
 SET NAIL IN BRICK  
 (L.B. 7333)  
 300' DIST. TO  
 BENCH MARK

SITE BENCHMARK  
 No. 303  
 ELEVATION: 7.01  
 SET NAIL IN BRICK  
 (L.B. 7333)  
 300' DIST. TO  
 BENCH MARK



CORRADINO		VILLAGES OF PALMETTO BAY		SHEET NO. 42	
4055 N.W. 9th Avenue, Doral, Florida, 33178 Ph: (305) 594-0795 Fax: (305) 594-0755 Certificate of Authorization No. 00007885 E.O.R. Juan A. Solero, P. E. No. 07388		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-04	
DATE	REVISIONS	DATE			

SCALE 1" = 50'



CORRADINO		VILLAGES OF PALMETTO BAY		SHEET NO. 43	
4225 N.W. 87th Avenue, Doral, Florida, 33178 Ph: (305) 584-0735 Fax: (305) 584-0738 Corporate Office: (305) 584-0738 E.O.P. Juan A. Sotero, P.E. No. 97556		COUNTY MIAMI-DADE		PROJECT NUMBER 4022-01	
REVISIONS		DATE		DATE	
DESCRIPTION		DATE		DATE	

SITE BENCHMARK  
 REFERENCE POINT FOR  
 SURVEYING  
 C.L.B. 73341  
 S.T.A. 30040.55  
 OFFSHORE 7102 4

STATIONING  
 STA. 80+12.5 (00.10)

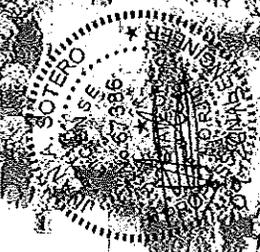
COLONIAL DRIVE - / S.W. 160TH STREET

S.W. 80TH AVENUE

S.W. 79TH COURT

S.W. 79TH AVENUE / KUHN ROAD

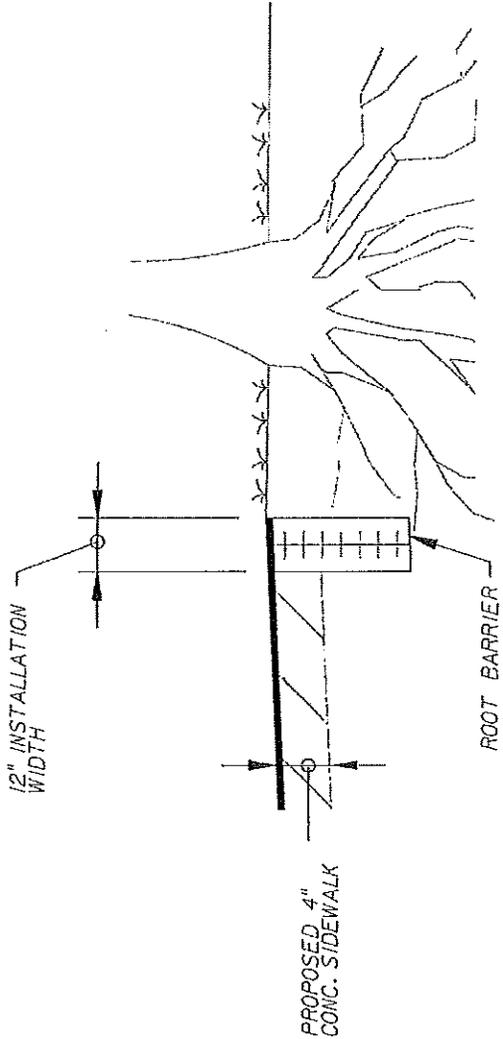
SURVEY COLONIAL DRIVE /  
 S.W. 160TH STREET



DATE

DATE

DATE



**ROOT BARRIER DETAIL**  
(N.T.S.)

NOTE: ALL ASSOCIATED COSTS TO BE INCLUDED UNDER PAY ITEM 522-1



CORRADINO		VILLAGS OF PALMHETTO BAY		SPECIAL CONSTRUCTION		SHEET NO.	
4005 NW 87th Avenue, Doral, Florida, 33178 Ph: (305) 594-0735 Fax: (305) 594-0755 Certificate of Authorization No. 00007605 E.C.P. Juan A. Sotero, P.E. No. 67386		MIAMI-DADE		PROJECT NUMBER 1022-04		44	
REVISIONS		DATE		DATE		BY	

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

1  
2  
3 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**  
4 **VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE MIAMI-**  
5 **DADE COUNTY PUBLIC SCHOOLS 2014 STATE LEGISLATIVE**  
6 **PRIORITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR**  
7 **CONFLICTING RESOLUTIONS; PROVIDING AN EFFECTIVE DATE.**  
8 **[Sponsored by Mayor Shelley Stanczyk].**  
9

10 **WHEREAS**, the Mayor and Village Council desire to establish their legislative agenda items  
11 and to express their concerns as to State legislative items; and,  
12

13 **WHEREAS**, the Mayor and Village Council support the Miami-Dade County Public  
14 School's (MDCPS) priorities relating to its legislative agenda; and,  
15

16 **WHEREAS**, the MDCPS Goals for its 2014 State Legislative Priorities encourages investing  
17 in education by increasing the base student allocation; supporting maximum flexibility in the use of  
18 funds appropriated; oppose unfunded state mandates; revise the Safe School Allocation formula;  
19 and increase funding for Safe Schools to implement and expand interventions that focus on  
20 reducing disruptive and aggressive behaviors and strengthening emotional and behavioral  
21 competencies of students; and,  
22

23 **WHEREAS**, the MDCPS is seeking to modify the assessment of the penalty associated with  
24 noncompliance with the Constitutional Class Size Requirement to the school-wide average and as it  
25 is applied to charter schools; and seeking to modify the calculation of the penalty associated with  
26 non-compliance with class size-reduction to be half of the base student association instead of the  
27 full BSA; and  
28

29 **WHEREAS**, the MDCPS seeks to allow local school districts to locally establish contract  
30 provisions inclusive of cost structures with post-secondary institutions related to the delivery of dual  
31 enrollment education; and,  
32

33 **WHEREAS**, MDCPS is supportive of funding the provisions of Florida Statute 1013.64  
34 pertaining to the Public Education Capital Outlay Program that involve construction and  
35 maintenance programs of public school districts; and opposing any diversion of Local Discretionary  
36 Capital Outlay levy revenue from traditional public schools to charter schools; and  
37

38 **WHEREAS**, the MDCPS is seeking to ensure that state assessments and the state's  
39 accountability system are valid, reliable and aligned to state standards; and provide a transitional  
40 period for school and district accountability as the state transitions to a new assessment tool; and  
41

42 **WHEREAS**, the MDCPS opposes any changes regarding conversion of traditional public  
43 schools to charter schools that dilute the role of parents, teachers, and community stakeholders; and  
44

1           **WHEREAS**, the MDCPS supports capital funding for charter schools that: 1.) creates  
2 neither a reduction in funding for transitional public schools in operating or capital funding nor an  
3 additional taxing mandate on the local school district, 2.) requires public input; and 3.) protects the  
4 taxpayers' investment by ensuring that capital funding be spent only on assets that can be returned  
5 to the public school district; and  
6

7           **WHEREAS**, concerning charter schools, the MDCPS supports: allowing traditional public  
8 schools to extend statutory flexibility on the exemption from State Required Education Facilities  
9 (SREF), class size-reduction compliance, and penalties not affecting charter schools; improving  
10 safeguards and transparency for taxpayer investments between traditional public schools and charter  
11 schools, including, but not limited to, implementing the following safeguards: 1.) require that  
12 charter school applications and lotteries be administered by local school boards to ensure fair,  
13 equitable, and transparent admission processes for all students; 2.) allow local school districts to  
14 negotiate appropriate usage fees based on market comparables; 3.) require funding to follow the  
15 student when transferring between charter and traditional public schools during the entire year; 4.)  
16 establish similar traditional public school financial disclosure standards for charter school officers  
17 and/or related parties involved in financial decision-making; and 5.) establish clear academic and  
18 financial standards for the purpose of distribution of charter school capital outlay funds as well as  
19 appropriate standards of review prior to distribution; and,  
20

21           **WHEREAS**, the Village Council supports the State Legislature in protecting and educating  
22 our children; and,  
23

24           **WHEREAS**, the Mayor and Council desire to express their fervent support of the MDCPS  
25 Legislative Agenda for 2014.  
26

27           **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
28 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
29

30           **Section 1.**     The foregoing "Whereas" clauses are hereby ratified as true and correct and  
31 are incorporated herein by this reference.  
32

33           **Section 2.**     The Village hereby files its support of the legislative agenda item as identified  
34 in the Miami-Dade County Public School 2014 State Legislative Program for the Florida Legislature.  
35

36           **Section 3.**     The Village Clerk shall provide executed copies of this resolution to the  
37 Village's lobbyist, and to the Florida Legislature, the Mayor of Miami-Dade County, each member of  
38 the Miami-Dade Board of County Commissioners, each member of the Miami-Dade County School  
39 Board, as well as each municipal clerk in Miami-Dade County for the purpose of distributing copies  
40 to members of their respective governing councils.  
41

42           **Section 4.**     This resolution shall be effective immediately upon its adoption.  
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PASSED and ADOPTED this \_\_\_\_\_ day of March, 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:

\_\_\_\_\_  
John R. Herin, Jr.  
Interim Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	_____
Council Member Tim Schaffer	_____
Council Member Joan Lindsay	_____
Vice-Mayor John DuBois	_____
Mayor Shelley Stanczyk	_____

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

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE UNITED TEACHERS OF DADE IN OPPOSITION TO LEGISLATION INCREASING THE NUMBER AND CAPACITY OF CHARTER SCHOOLS; FURTHER OPPOSING THE EXPANSION OF CORPORATE TAX CREDIT VOUCHERS; PROVIDING FOR DISTRIBUTION BY THE VILLAGE CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING AN EFFECTIVE DATE. [Sponsored by Mayor Shelley Stanczyk].

WHEREAS, the Mayor and Village Council desire to establish their legislative agenda items and to express their concerns as to State legislative items; and,

WHEREAS, the Mayor and Village Council support the efforts of the United Teachers of Dade in its opposition of the privatization of public schools through the continued expansion of charter schools, as well as the expansion of the private school voucher program funded under the State Tax Credit program; and

WHEREAS, the proposal to expand the voucher program with earned dollar-for-dollar sales tax credits in exchange for contributions to the scholarship program will have unknown impacts on the potential revenue collected by the state and shared with local municipalities; and,

WHEREAS, the drive to expand “school choice” via charter schools continues. Moving students and funding from traditional public schools to charter schools has a negative impact on the school district and public employees; and,

WHEREAS, Charter schools have not proven to be more effective in educating students, but rather very effective at creating profit for management companies and developers. Resources shifted to charter schools will directly impact employees of Miami-Dade County Public Schools.

WHEREAS, the Village of Palmetto Bay further supports the United Teachers of Dade in its effort to advocate for traditional public schools and public employees by opposing proposals to increase the number and capacity of charter schools, as follows:

- Limit the expansion of charter schools;
- Limit increased funding for charter schools (especially construction dollars taken from school districts);
- Remove statutory exemptions that advantage charter schools;
- Oppose any new method to convert current traditional public schools to charter school via a “Parent Trigger”; and
- Oppose expansion of Corporate Tax Credit Vouchers.



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

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2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE  
5 FLORIDA LEAGUE OF CITIES AND LEGISLATION THAT PROTECTS  
6 GENERAL REVENUES COLLECTED UNDER THE  
7 COMMUNICATION SERVICES TAX; OPPOSING SENATE BILL 266;  
8 PROVIDING FOR DISTRIBUTION BY THE VILLAGE CLERK;  
9 PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING  
10 RESOLUTIONS; PROVIDING AN EFFECTIVE DATE. [Sponsored by  
11 Mayor Shelley Stanczyk].  
12

13 WHEREAS, the Mayor and Village Council desire to establish their legislative agenda items  
14 and to express their concerns as to State legislative items; and,  
15

16 WHEREAS, the Mayor and Village Council support the efforts of the Florida League of  
17 Cities as to the support of legislation that protect general revenues collection from the  
18 communication services tax; and,  
19

20 WHEREAS, in 2001, the Florida Legislature created the Communication Services  
21 Simplification Act, which restructured taxes on telecommunications, cable, direct-to-home satellite  
22 and related services; and  
23

24 WHEREAS, the law replaced and consolidated seven different state and local taxes and fees  
25 into a single tax that is composed of two parts, the state Communication Services Tax and the local  
26 Communication Services Tax (CST); and,  
27

28 WHEREAS, the local Communication Services Tax is one of the main sources of general  
29 revenue for municipalities, generating nearly \$435 million every year for cities and counties; and,  
30

31 WHEREAS, the Village is budgeted to receive \$1,431,819 from these taxes; and  
32

33 WHEREAS, Senate Bill 266 (Hukill) would reduce the state CST and direct-to-home  
34 satellite rate by two percent. While this does not include a reduction to the local CST rate, it would  
35 negatively impact municipalities due to the distribution of some of the revenues to local  
36 governments; and  
37

38 WHEREAS, the Village of Palmetto Bay supports the Florida League of Cities, and urges  
39 the legislature not to enact Senate Bill 266.  
40

41 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
42 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:  
43

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



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

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE  
5 FLORIDA LEAGUE OF CITIES AND LEGISLATION CONCERNING  
6 ETHICS; PROVIDING FOR DISTRIBUTION BY THE VILLAGE  
7 CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR  
8 CONFLICTING RESOLUTIONS; PROVIDING AN EFFECTIVE DATE.  
9 [Sponsored by Mayor Shelley Stanczyk].

10  
11 WHEREAS, the Mayor and Village Council desire to establish their legislative agenda items  
12 and to express their concerns as to State legislative items; and,

13  
14 WHEREAS, the Mayor and Village Council support the efforts of the Florida League of  
15 Cities as to legislation that provides for a judicious code of ethics for public officials to protect and  
16 preserve the public trust, provides a reasoned and balanced manner by which public officials may  
17 identify, disclose, and resolve (or otherwise avoid), conflicts between public duty and private  
18 interests, and recognizes the home rule authority of each municipality to independently adopt more  
19 stringent standards for its own public officials; and,

20  
21 WHEREAS, the Mayor and Village Council are supportive of Senate Bill 606 (Clemens) and  
22 House Bill 655 (Hood) have been filed for the 2014 Legislative Session. The bills are substantially  
23 similar and provide the following:

- 24  
25 • Require elected municipal officials to complete 4 hours of ethics training annually  
26 beginning January 1, 2015.  
27  
28 • Authorize a reporting individual or procurement employee to receive a legal opinion  
29 regarding application of the gift law (this provision is similar to current law for state  
30 legislators).  
31  
32 • Authorize a reporting individual or procurement employee to receive a legal opinion  
33 regarding application of the honoraria law (this provision is similar to current law for  
34 state legislators).  
35  
36 • Require the Commission on Ethics to impose a civil penalty (\$1,000 - \$5,000) if a  
37 complainant files an ethics complaint knowing (or with reckless disregard that) it is false,  
38 with malicious intent to injure the reputation of an officer or employee, and discloses the  
39 contents of the ethics complaint before the complaint becomes a public record.  
40  
41 • Require the Commission on Ethics to dismiss a complaint based upon an alleged conflict  
42 of interest if the accused state, county, municipal or school district officer or employee  
43 consulted with the public agency's attorney and acted in good faith according to the  
44 attorney's advice.

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- Authorize political subdivisions to adopt, by charter or by ordinance, ethics requirements more stringent than those prescribed in state statute only for officers and employees of that specific political subdivision (i.e., a county could not impose ethics requirements onto municipal officers or employees).
  - Expand the circumstances where a member of a board, commission, or agency may abstain from voting if there is or may be a conflict of interest under more stringent local standards of conduct and allow for disclosure of the conflict.
  - SB 606 repeals a requirement to report any gift valued over \$100 if the gift has not been otherwise prohibited or reported under current law as being from a lobbyist, vendor, or political committee.
  - HB 655 authorizes the use of a certificate of recusal by an official with a voting conflict.

17       **WHEREAS**, the Village of Palmetto Bay supports the Florida League of Cities, and urges  
18 the legislature to support House Bill 655 and Senate Bill 606.

19  
20       **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
21 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

22  
23       **Section 1.**     The foregoing "Whereas" clauses are hereby ratified as true and correct and  
24 are incorporated herein by this reference.

25  
26       **Section 2.**     The Village hereby files its support of the legislative priority of the Florida  
27 League of Cities as it relates to the Ethics and its support of House Bill 655 and Senate Bill 606.

28  
29       **Section 3.**     The Village Clerk shall provide executed copies of this resolution to the  
30 Village's lobbyist, and to the Florida Legislature, the Mayor of Miami-Dade County, each member of  
31 the Miami-Dade Board of County Commissioners, as well as each municipal clerk in Miami-Dade  
32 County for the purpose of distributing copies to members of their respective governing councils.

33  
34       **Section 4.**     This resolution shall be effective immediately upon its adoption.

35  
36       PASSED and ADOPTED this \_\_\_\_\_ day of March, 2014.

37  
38     Attest: \_\_\_\_\_

39             Meighan Alexander  
40             Village Clerk

\_\_\_\_\_  
41             Shelley Stanczyk  
42             Mayor

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

\_\_\_\_\_  
John R. Herin, Jr.  
Interim Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Patrick Fiore \_\_\_\_\_
- Council Member Tim Schaffer \_\_\_\_\_
- Council Member Joan Lindsay \_\_\_\_\_
- Vice-Mayor John DuBois \_\_\_\_\_
- Mayor Shelley Stanczyk \_\_\_\_\_

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

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE  
5 FLORIDA LEAGUE OF CITIES AND THE EVERGLADES COALITION  
6 IN THEIR EFFORTS TO URGE PROTECTIVE LEGISLATION  
7 CONCERNING WATER QUALITY AND QUANTITY; PROVIDING FOR  
8 DISTRIBUTION BY THE VILLAGE CLERK; PROVIDING FOR  
9 SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS;  
10 PROVIDING AN EFFECTIVE DATE. [Sponsored by Mayor Shelley  
11 Stanczyk].  
12

13 WHEREAS, the Mayor and Village Council desire to establish their legislative agenda items  
14 and to express their concerns as to State legislative items; and,  
15

16 WHEREAS, the Mayor and Village Council support the efforts of the Florida League of  
17 Cities and the Everglades Coalition as to legislation addressing water quality and quantity issues that  
18 affect the economies of local communities. Specifically, the Village wishes to support efforts to  
19 revitalize and protect Florida's springs, aquifers, surface waters and estuaries; and,  
20

21 WHEREAS, Florida water policy has evolved significantly, as science and technical data  
22 have dramatically improved the ability to study Florida's groundwaters, surface waters, and the  
23 sources of pollution in these water bodies. The Florida Water Resources Act of 1972, Chapter 373,  
24 Florida Statutes, established a form of administrative water law that brought all waters of the state  
25 under regulatory control. The Act included provisions for (1) the establishment of a state water  
26 regulatory agency and five water management districts (WMDs) that, taken together, encompass the  
27 entire state; (2) water planning requirements and (3) a permit system administered by the WMDs  
28 regulating water use, well construction, and the storage and management of surface water; and,  
29

30 WHEREAS, Florida faces a number of water quality and quantity challenges and problems.  
31 Pollution and excessive water usage threatens the quality and quantity of drinking water and marine  
32 life also suffers, which, in turn, damages Florida's economy, specifically waterfront communities that  
33 rely on fishing and, on a larger scale, communities that rely on Florida's most popular industry –  
34 tourism; and,  
35

36 WHEREAS, the Village of Palmetto Bay is supportive of legislation that seeks to make  
37 holistic and comprehensive water policy reform and protects Florida's water bodies.  
38

39 WHEREAS, the Village of Palmetto Bay supports the Florida League of Cities and the  
40 Everglades Coalition in their efforts.  
41

42 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE  
43 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:  
44



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

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA RELATING TO  
5 LEGISLATIVE AGENDA; EXPRESSING SUPPORT FOR THE  
6 NATIONAL LEAGUE OF CITIES, THE FLORIDA LEAGUE OF CITIES,  
7 AND THE FLORIDA ASSOCIATION OF COUNTIES IN ITS EFFORTS  
8 TO DELAY IMPLEMENTATION OF BIGGERT-WATERS FLOOD  
9 INSURANCE REFORM ACT OF 2012 AND TO ELIMINATE ANY  
10 REQUIREMENT TO IMMEDIATELY INCREASE TO FULL-RISK  
11 RATE A PROPERTY OWNER'S INSURANCE PROCURED THROUGH  
12 THE NATIONAL FLOOD INSURANCE PROGRAM; PROVIDING FOR  
13 DISTRIBUTION BY THE VILLAGE CLERK; PROVIDING FOR  
14 SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS;  
15 PROVIDING AN EFFECTIVE DATE. [Sponsored by Mayor Shelley  
16 Stanczyk].  
17

18 WHEREAS, the greatest risk during most natural disasters in the United States is  
19 flooding, with significant costs involved following a flooding disaster; and  
20

21 WHEREAS, in 1968, the National Flood Insurance Program (NFIP) was established by  
22 Congress to help property owners protect themselves from the financial devastation of floods.  
23 Over the past three decades, Florida's property owners are paying four times more in premiums  
24 than they have received back in claims and over 250,000 property owners could face large flood  
25 insurance rate hikes in the near future; and  
26

27 WHEREAS, as Hurricane Andrew effected the windstorm insurance in 1992, Hurricane  
28 Katrina pushed the NFIP past its limits with over \$16 billion in flood insurance claims in the  
29 Gulf Coast, primarily Louisiana, in 2005; and  
30

31 WHEREAS, in order to keep the NFIP solvent, Congress passed the 2012 Biggert-  
32 Waters act, with the concept that the biggest rate hikes in flood insurance would be on investor-  
33 owned homes and older homes that have been paying sub-market rates; and  
34

35 WHEREAS, during this financially-trying times, the amount of these severe rate hikes  
36 on Florida homes could be devastating to the economy and damage the struggling real estate  
37 market; and  
38

39 WHEREAS, a delay of the Biggert-Waters act is appropriate to allow further studies to  
40 be performed, as the State of Florida, while certainly at risk to flooding due to its 1,200 miles of  
41 coastline, has not filed a significant claim since Hurricane Ivan in 2004, yet pays more of a  
42 premium than other states.  
43

44 WHEREAS, it is in the best interest of the Village and the State for the Biggert-Waters  
45 Act to be delayed.  
46

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

5 **Section 1.** The foregoing "Whereas" clauses are hereby ratified as true and correct  
6 and are incorporated herein by this reference.  
7

8 **Section 2.** The Village of Palmetto Bay formally files its support of the National  
9 League of Cities, the Florida League of Cities, and the Florida Association of Counties in its  
10 efforts to encourage the US Congress and White House to delay the implementation of the  
11 Biggert-Waters Act.  
12

13 **Section 3.** The Village Clerk shall provide executed copies of this resolution to the  
14 Village's lobbyist, to its Congressional representatives, to the Florida Legislature, to the Mayor of  
15 Miami-Dade County, each member of the Miami-Dade Board of County Commissioners, as well  
16 as to each municipal clerk in Miami-Dade County for the purpose of distributing copies to  
17 members of their respective governing councils.  
18

19 **Section 4.** This resolution shall be effective immediately upon its adoption.  
20

21 PASSED and ADOPTED this \_\_\_\_\_ day of March, 2014.

22 Attest: \_\_\_\_\_  
23 Meighan Alexander Shelley Stanczyk  
24 Village Clerk Mayor  
25

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

29  
30 \_\_\_\_\_  
31 John R. Herin, Jr.  
32 Interim Village Attorney  
33

34  
35 FINAL VOTE AT ADOPTION:  
36

37 Council Member Patrick Fiore \_\_\_\_\_  
38  
39 Council Member Tim Schaffer \_\_\_\_\_  
40  
41 Council Member Joan Lindsay \_\_\_\_\_  
42  
43 Vice-Mayor John DuBois \_\_\_\_\_  
44  
45 Mayor Shelley Stanczyk \_\_\_\_\_

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

1  
2  
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE  
4 VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE  
5 LEGISLATIVE PRIORITY OF THE FLORIDA CHAMBER OF  
6 COMMERCE CONCERNING TARGETED TAX REFORM,  
7 SPECIFICALLY INTERNET SALES TAX; PROVIDING FOR  
8 DISTRIBUTION BY THE VILLAGE CLERK; PROVIDING FOR  
9 SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS;  
10 PROVIDING AN EFFECTIVE DATE. [Sponsored by Mayor Shelley  
11 Stanczyk].  
12

13 WHEREAS, the Mayor and Village Council desire to establish their legislative agenda items  
14 and to express their concerns as to State legislative items; and,  
15

16 WHEREAS, the Mayor and Village Council support the efforts of the Florida Chamber of  
17 Commerce and its legislative priority to strengthen the economy of Florida through targeted tax  
18 reform, which includes closing the loophole for internet sales tax; and,  
19

20 WHEREAS, leveling the playing field for Florida's "Brick and Mortar" businesses is  
21 important to the economy of Palmetto Bay, as our local businesses should not suffer due to the fact  
22 that out-of-state retailers have an unfair advantage due to their online capability; and,  
23

24 WHEREAS, nationwide, it is estimated that more than \$23 billion in revenue was lost from  
25 internet purchases in 2012, prompting more than a dozen states and organizations, including  
26 Florida, to work toward greater equity between online and brick and mortar retail purchases; and,  
27

28 WHEREAS, although current State law requires individuals and businesses to remit the  
29 sales tax for purchases online to the state, but this rarely happens and is unenforceable. Supporting  
30 "e-fairness" means working to close the internet loophole by requiring online retailers to collect and  
31 remit sales tax to the state, just like brick and mortar businesses; and  
32

33 WHEREAS, the Mayor and Village Council of Palmetto Bay support the Florida Chamber  
34 of Commerce and encourage the passage of House Bill 217 (Rehwinkel Vasilinda) that seeks to  
35 make Florida a member of the Streamlined Sales and Use Tax Agreement that would allow Florida  
36 to take advantage of federal legislation, such as the Marketplace Fairness Act of 2013.  
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. The foregoing "Whereas" clauses are hereby ratified as true and correct and  
42 are incorporated herein by this reference.  
43

44 Section 2. The Village hereby files its support of the legislative priority of the Florida  
45 Chamber of Commerce and urge passage of House Bill 217.

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

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

PASSED and ADOPTED this \_\_\_\_\_ day of March, 2014.

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

\_\_\_\_\_  
John R. Herin, Jr.  
Interim Village Attorney

FINAL VOTE AT ADOPTION:  
Council Member Patrick Fiore \_\_\_\_\_  
Council Member Tim Schaffer \_\_\_\_\_  
Council Member Joan Lindsay \_\_\_\_\_  
Vice-Mayor John DuBois \_\_\_\_\_  
Mayor Shelley Stanczyk \_\_\_\_\_