



VILLAGE OF KEY BISCAYNE

Village Council

Joe. I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardinias
Fernando A. Vazquez

REGULAR COUNCIL MEETING
TUESDAY, JUNE 06, 2023
6:30 PM

1. CALL TO ORDER/ROLL CALL OF MEMBERS

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

REVEREND MANDY BRADY
ST. CHRISTOPHER'S BY-THE-SEA

4. BRIEF COMMENTS BY COUNCIL

5. PUBLIC COMMENTS:

If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

6. AGENDA:

APPROVAL/DEFERRALS/ADDITIONS/DELETIONS/SUBSTITUTIONS/WITHDRAWALS

7. SPECIAL PRESENTATIONS:

7.A. STATE LEGISLATIVE SESSION DEBRIEF WITH STATE SENATOR ALEXIS CALATAYUD (VILLAGE MANAGER)

7.B. STATE LEGISLATIVE SESSION DEBRIEF WITH STATE REPRESENTATIVE VICKI LOPEZ (VILLAGE MANAGER)

7.C. PRESENTATION OF A PROCLAMATION FOR MOTHER'S AGAINST DRUNK DRIVING (MADD) (MAYOR RASCO)

TAB 1

7.D. PRESENTATION OF A PROCLAMATION FOR ST. AGNES ACADEMY'S MR. RODRIGO RAUL BUSTAMANTE (MAYOR RASCO)

TAB 2

7.E. A PRESENTATION OF THE FINDINGS OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

7.F. A CERTIFICATE OF ACHIEVEMENT IN FINANCIAL REPORTING FOR THE FISCAL YEAR WHICH ENDED SEPTEMBER 30, 2021, RECOGNIZING THE VILLAGE OF KEY BISCAYNE FOR ITS EXCELLENCE IN THE AREA OF GOVERNMENTAL ACCOUNTING AND FINANCIAL REPORTING (MAYOR RASCO)

TAB 3

7.G. A PRESENTATION BY THE ART IN PUBLIC PLACES BOARD ON THE NEED FOR MAINTENANCE OF VILLAGE-WIDE ART STRUCTURES (PARKS, RECREATION AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

8. CONSENT AGENDA:

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Village Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request on an individual Councilmember for independent consideration provided such request is made during the approval/deferrals/additions/deletions/substitutions/withdrawals segment of the meeting, prior to the vote on the consent agenda.)

8.A. APRIL 4, 2023 MINUTES
(REGULAR COUNCIL MEETING)

TAB 4

8.B. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING AND ACCEPTING A PUBLIC BEACH ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE**

COMMODORE CLUB SOUTH, INC. RELATING TO THE PROPERTY LOCATED AT 199 OCEAN LANE DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

(DEFERRED FROM THE MARCH 14, 2023, APRIL 4, 2023, AND MAY 09, 2023 REGULAR COUNCIL MEETINGS)

TAB 5

8.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SUPPORTING THE PROVISIONS OF ORDINANCE 2012-10 RELATING TO THE VILLAGE'S DENSITY CAP; AND PROVIDING FOR AN EFFECTIVE DATE.(VICE MAYOR CAPLAN)

RECOMMENDATION: APPROVAL

TAB 6

9. ORDINANCES: (NOT LATER THAN 7:30 P.M.)

9.A.

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 25-31, "BUSINESS TAX SCHEDULE," OF CHAPTER 25 OF THE VILLAGE CODE OF ORDINANCES TO INCREASE THE BUSINESS TAX RECEIPT SCHEDULE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING, AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

SECOND READING
PUBLIC COMMENTS

RECOMMENDATION: APPROVAL

TAB 7

9.B.

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING METRO EXPRESS, INC. FOR CONSTRUCTION OF VILLAGE-WIDE STORMWATER DRAINAGE IMPROVEMENTS AND ROADWAY RESURFACING IN AN AMOUNT NOT TO EXCEED \$1,014,229.50; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CIP AND GRANTS MANAGER COLLEEN BLANK)

SECOND READING

PUBLIC COMMENTS

RECOMMENDATION: APPROVAL

TAB 8

10. RESOLUTIONS:

10.A.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR ENGINEERING, SURVEYING, AND MARINE BIOLOGICAL SERVICES RELATING TO THE BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$94,711;** AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 9

10.B.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR ENGINEERING DESIGN AND ENVIRONMENTAL PERMITTING SERVICES FOR THE DESIGN OF AN EMERGENCY INTERIM BEACH RENOURISHMENT TO ADDRESS SHORELINE IMPACTS FROM HURRICANE IAN AND HURRICANE NICOLE IN AN AMOUNT NOT TO EXCEED \$78,976;** AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE AND SUSTAINABILITY OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 10

10.C.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING COASTAL BUILDING MAINTENANCE, INC. FOR CUSTODIAL SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2023-08 IN AN AMOUNT NOT TO EXCEED ANNUALLY \$443,632.00;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: APPROVAL

TAB 11

10.D. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **PROVIDING FOR THE COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR THE METHOD OF APPORTIONING THE COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR REVISIONS TO THE SERVICE FEE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; CONFIRMING INITIAL RATE RESOLUTION; ESTABLISHING THE METHOD BY WHICH THE PROPOSED SERVICE FEE SHALL BE MADE; PROVIDING FOR EQUALIZATION, FILING, AND LIEN ON PROPERTIES TO BE ASSESSED;** AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

RECOMMENDATION: APPROVAL

TAB 12

10.E. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE TO ALLOW A SECOND STORY ADDITION WITH A SIDE SETBACK OF 9.44 FEET FOR THE PROPERTY LOCATED AT 1047 MARINER DRIVE WHERE 15 FEET ARE OTHERWISE REQUIRED WITHIN THE VILLAGE ESTATES (VE) ZONING DISTRICT;** PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: DENIAL

TAB 13

10.F. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING U.S. LUBRICANTS LLC FOR STORMWATER UTILITY MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$226,792.00 ANNUALLY;** PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.(BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: APPROVAL

TAB 14

10.G. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **SELECTING AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND TRANSIT SERVICES IN AN AMOUNT NOT TO EXCEED \$609,246.00 ANNUALLY;** PROVIDING FOR

AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. (CHIEF RESILIENCE OFFICER DR. ROLAND SAMIMY)

RECOMMENDATION: APPROVAL

TAB 15

10.H.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, **APPROVING A VARIANCE REQUEST TO ALLOW A DRIVEWAY WIDTH OF 59 FEET FOR THE PROPERTY LOCATED AT 441 ISLAND DRIVE WHERE A MAXIMUM DRIVEWAY WIDTH OF 36 FEET IS OTHERWISE PERMITTED**; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE. (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

RECOMMENDATION: *(STAFF RECOMMENDS DEFERRAL TO DATE TO BE DETERMINED)*

TAB 16

11. PUBLIC COMMENTS: (AT APPROXIMATELY 8:00 P.M.)

If you would like to speak during public comments, please fill out a blue request form available at the Council Chamber entrance and submit it to the Village Clerk prior to the start of the meeting. When your name is called, please come forward to the podium and state your name and address. (If applicable, please state if you are a hired consultant or Village employee and/or engaged in lobbying activities and/or representing an organization.) Unless otherwise provided by Council, members of the public will have three (3) minutes to speak.

12. REPORTS AND RECOMMENDATIONS:

A. VILLAGE MANAGER (NOT LATER THAN 8:00 P.M.)

MANAGER'S REPORT

TAB 17

1.) SAFE AND SECURE VILLAGE

2.) THRIVING AND VIBRANT LOCAL COMMUNITY AND MARKETPLACE

3.) ENGAGING AND ACTIVE PUBLIC SPACES AND PROGRAMS

A. ATHLETIC PROGRAM AND FIELDS RECOMMENDATIONS (PARKS, RECREATION, AND OPEN SPACES DIRECTOR TODD HOFFERBERTH)

B. BEACH PARK IMPROVEMENTS UPDATE (CIP AND GRANTS MANAGER COLLEEN BLANK)

4.) ACCESSIBLE, CONNECTED AND MOBILE VILLAGE-WIDE TRANSPORTATION

A. RICKENBACKER CAUSEWAY UPDATE (BUILDING, ZONING AND PLANNING DIRECTOR JEREMY CALLEROS GAUGER)

5.) RESILIENT AND SUSTAINABLE ENVIRONMENT AND INFRASTRUCTURE

6.) EFFECTIVE AND EFFICIENT GOVERNMENT SERVICES

A. FEDERALLY FUNDED GRANT OPPORTUNITIES FOR THE VILLAGE OF KEY BISCAYNE (CIP AND GRANTS MANAGER COLLEEN BLANK)
[FEDERAL FUNDING OPPORTUNITIES DATABASE](#)

B. AN OVERVIEW OF THE VILLAGE'S BUDGET TO ACTUALS (CHIEF FINANCIAL OFFICER BENJAMIN NUSSBAUM)

C. CAPITAL IMPROVEMENT PROGRAM UPDATE (CIP AND GRANTS MANAGER COLLEEN BLANK)
[HTTPS://VILLAGE-KEY-BISCAYNE-FL-PROJECTS.CLEARGOV.COM/](https://village-key-biscayne-fl-projects.cleargov.com/)

B. MAYOR AND COUNCILMEMBERS

1) STORMWATER REGULATIONS FOR INDIVIDUAL PROPERTIES-RESIDENTS AND COMMERCIAL (COUNCILMEMBER VAZQUEZ)

2) APPOINTMENTS TO THE SUSTAINABILITY ADVISORY BOARD (MAYOR RASCO)

3) REVIEW AND RECOMMEND CHANGES TO THE SITE PLAN REVIEW CRITERIA AND THE SITE PLAN REVIEW PROCESS (COUNCILMEMBER MOSS)

4) SECURING THE BEACH PARK AFTER SUNDOWN (COUNCILMEMBER LONDON)

5) DISCUSSION ON FY23 - 6 MONTH BUDGET (MAYOR RASCO)

C. VILLAGE ATTORNEY

NONE

D. VILLAGE CLERK

NONE

13. OTHER BUSINESS/GENERAL DISCUSSION

14. SCHEDULE OF FUTURE MEETINGS/EVENTS:

BUDGET WORKSHOP

WEDNESDAY, JUNE 28, 2023, 6:30 P.M.

REGULAR COUNCIL MEETING

TUESDAY, JULY 18, 2023, 6:30 P.M.

REGULAR COUNCIL MEETING

TUESDAY, AUGUST 29, 2023, 6:30 P.M.

15. ADJOURNMENT

I. ANY PERSON WISHING TO ADDRESS THE VILLAGE COUNCIL ON AN ITEM ON THIS AGENDA IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. PRIOR TO MAKING A STATEMENT, PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.

II. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FLORIDA 33149, TELEPHONE NUMBER (305) 365-5506, NOT LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH PROCEEDINGS.

III. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED (F.S.286.0105).

IV. IN ACCORDANCE WITH VILLAGE CODE SECTION 2-161, ADOPTING SECTION 2-11.1(s) OF THE MIAMI-DADE COUNTY CODE, ANY PERSON ENGAGING IN LOBBYING ACTIVITIES, AS DEFINED THEREIN, MUST REGISTER AT THE VILLAGE CLERK'S OFFICE BEFORE ADDRESSING THE COUNCIL ON THE ABOVE MATTERS OR ENGAGING IN LOBBYING ACTIVITIES.

THE ABOVE MEETINGS ARE HELD IN THE COUNCIL CHAMBER, 560 CRANDON BOULEVARD AND ARE SUBJECT TO CHANGE. ZONING MEETINGS AND SPECIAL COUNCIL MEETINGS WILL BE SCHEDULED ON AN AS NEEDED BASIS. PLEASE VISIT www.keybiscayne.fl.gov TO VIEW THE MEETING SCHEDULE.

Proclamation



OFFICE OF THE MAYOR

WHEREAS, “Walk Like MADD” is the signature fundraising event of Mothers Against Drunk Driving® (MADD), the nation's premier organization working to end drunk driving, help fight drugged driving, support victims of these violent crimes and prevent underage drinking; and

WHEREAS, almost every 90 seconds, a person is injured in a drunk driving crash. For the second consecutive year, alcohol related deaths increased in our country causing 13,384 fatalities in 2021; and

WHEREAS, MADD Florida, works tirelessly to support victims at no charge, advocate for stronger laws and create a future of No More Victims®; and

WHEREAS, on Saturday, October 7, 2023, MADD Florida will host the “2023 Walk Like MADD and MADD Dash Miami 5k” at Bill Baggs State Park in the Village of Key Biscayne; and

WHEREAS, funds raised will be used to continue MADD Florida’s community education, victim support services, and youth programs that work to eliminate underage drinking; and

WHEREAS, the Village of Key Biscayne supports MADD in reminding residents and visitors unlike other causes, drunk-driving does not need a cure – the cure is awareness and education so that each one of us chooses to drive sober or designate a driver; and

NOW, THEREFORE, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION AND DECLARE OCTOBER 7TH, 2023 AS “WALK LIKE MADD AND MADD DASH MIAMI 5K” DAY IN THE VILLAGE OF KEY BISCAYNE AND ENCOURAGE ALL RESIDENTS TO PARTICIPATE IN THIS IMPORTANT EVENT AND TO MAKE RESPONSIBLE DECISIONS AND ACT APPROPRIATELY TO PREVENT IMPAIRED DRIVING.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAYNE THIS 6TH DAY OF JUNE 2023.

MAYOR JOE I. RASCO

Proclamation

OFFICE OF THE MAYOR



WHEREAS, the Village of Key Biscayne is justly proud to honor Mr. Rodrigo Raul Bustamante, “Mr. B”, who is departing St. Agnes Academy after 33 years of exemplary service; and

WHEREAS, the students that entered his classroom each year were encouraged by his enthusiasm, unwavering support, tireless patience, and nurturing love; and

WHEREAS, Mr. Bustamante dedicated himself to shaping the minds, hearts, and souls of countless children in our community; and

WHEREAS, Mr. Bustamante played many roles during his exemplary career: cheerleader, advocate, role model, motivator, mentor, and chronicler; and

WHEREAS, Mr. Bustamante’s dedication to his students and St. Agnes Academy reached far beyond his classroom door as he coached, cheered, organized, photographed, and modeled what it truly means to live by the school’s motto of JOY—Jesus first, Others second, and Yourself last; and

WHEREAS, the merit of any community is measured by the actions of those individuals who, by way of unparalleled exhibitions of dedication, conviction, and selfless service to others inspire those fortunate to bear witness.

NOW, THEREFORE, I, JOE I. RASCO, MAYOR OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, DO HEREBY ISSUE THIS PROCLAMATION AND CONGRATULATE MR. RODRIGO RAUL BUSTAMANTE, “MR. B”; ON THE OCCASION OF HIS DEPARTURE FROM ST. AGNES ACADEMY AND GRATEFUL FOR HIS YEARS OF INCREDIBLE SERVICE TO OUR COMMUNITY AND WISH HIM ALL THE BEST IN HIS FUTURE ENDEAVORS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL OF THE VILLAGE OF KEY BISCAIYNE THIS 6TH DAY OF JUNE 2023.

MAYOR JOE I. RASCO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

3/27/2023

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Village of Key Biscayne** for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

203 NORTH LASALLE STREET, SUITE 2700, CHICAGO, ILLINOIS 60601-1210



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

3/27/2023

Steven Williamson
Manager
Village of Key Biscayne, Florida

Dear Mr. Williamson:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services

MINUTES

REGULAR COUNCIL MEETING
KEY BISCAIYNE, FLORIDA

TUESDAY, APRIL 4, 2023

COUNCIL CHAMBER
560 CRANDON BOULEVARD

1. **CALL TO ORDER/ROLL CALL OF MEMBERS:** The meeting was called to order by the Mayor at 6:32 p.m. Present were Councilmembers Edward London, Allison McCormick, Brett G. Moss, Oscar Sardiñas, Fernando A. Vazquez, Vice Mayor Franklin H. Caplan, and Mayor Joe I. Rasco. Also present were Village Manager Steven C. Williamson, Village Clerk Jocelyn B. Koch, and Village Attorney Chad Friedman.
2. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was held earlier in the evening at the Local Planning Agency Meeting.
3. **INVOCATION:** Father Juan Carlos Paguaga with St. Agnes Catholic Church gave an invocation.
4. **BRIEF COMMENTS BY COUNCIL:** Councilmember Moss addressed the public regarding the reasons he deferred the Vision Plan at the January 17, 2023 Regular Council Meeting: clarifications, additions, and deletions requested by the Vision Plan Board had not been completed and that it was not the correct document. Councilmember Moss also stated that the Vision Plan is a guide for the future to protect, preserve, and celebrate our values, characteristics, our culture, and our history and is a flexible document that can be changed as needed at any time and announced that another Community Meeting for the Vision Plan will be held on April 18, 2023; Vice Mayor Caplan addressed the Council regarding strategic planning, like this, contributes to conversations which helps guide the Council.
5. **PUBLIC COMMENTS:** The following residents addressed the Council: Julius Walecki, 251 Galen Drive; Diego Halvorssen, 101 Ocean Lane Drive; Victor Kersting, 161 Crandon Boulevard, and Alejandro Pinedo, 305 Galen Drive.
6. **AGENDA:** Councilmember Vazquez made a motion to defer Item 8B and requested the

There was extensive discussion from Council, the Attorney, Chief Sousa and Parks, Recreation and Open Spaces Director Todd Hofferberth regarding the above ordinance.

Councilmember Moss made a motion to amend Section 19-5(b) to read that “no person shall ride, drive or propel any non-motorized vehicles or equipment (including but not limited to a bicycle, tricycle, skateboard, scooter, roller blades, roller skates or similar non-motorized vehicle or equipment) on any grass or turf athletic fields”. The motion was seconded by Vice Mayor Caplan and approved by a 5-2 voice vote. The vote was as follows: Councilmembers London, Moss, Sardiñas, Vazquez, and Mayor Rasco voting Yes. Councilmembers McCormick and Vice Mayor Caplan voting No.

The Mayor opened the public hearing. The following residents addressed the Council: Michelle Estevez, 425 Grapetree Drive and Andy Herrera, 255 Fernwood Road. The Mayor closed the public hearing.

Chief Sousa addressed the Council regarding that an electric bicycle is defined as the same as a regular bicycle under Florida law and that the Village cannot ban for certain age groups.

There was additional discussion from Council and the Attorney regarding the above motion, park rules, and amending Section 19-3 of the ordinance in order to comply with the above approved motion.

Councilmember Moss made a motion to remove the word “non-motorized” from Section 19-3 of the ordinance. The motion was seconded by Councilmember Sardiñas. The Attorney requested to also remove the word “self-propelled”. Councilmember Moss accepted the friendly amendment. The motion, as amended, was approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

Vice Mayor Caplan made a motion to limit riding a bicycle on the pathway and the center promenade of the Village Green only. The motion died for lack of a second.

Chief Sousa addressed the Council clarifying that electric bicycles are not allowed in a Village park even if it is being self-propelled.

The ordinance, as amended, was adopted on second reading by a 6-1 roll call vote. The vote was as follows: Councilmembers London, McCormick, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes. Councilmember Moss voting No.

The Clerk read the following ordinance on first reading, by title:

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY REVISING SECTION 10-63 “DEFINITIONS,” 10-91, “PERMANENT PLACEMENT,” AND SECTION 30-41, “RECREATIONAL VEHICLES AND MANUFACTURED HOMES,” RELATING TO THE VILLAGE’S

witnesses giving testimony were sworn in by the Clerk.

Mario Garcia Serra, attorney representing the applicant, ESKB LLC, and Project Architect Hamid Rodriguez addressed the Council giving a presentation on the site plan.

Director Calleros Gauger addressed the Council regarding the engineering analysis from the applicant's traffic consultant, the Corradino Group's peer review, and the applicant's contribution of \$115,000 to address traffic impact.

There was extensive discussion from Council and Director Calleros Gauger regarding the above resolution and questions regarding the scale and mass of the building, the location of mechanical equipment and light poles, and using drainage that can handle a 25-year storm.

The Mayor opened the public hearing. The following residents addressed the Council: Arthur Brito, 77 Crandon Boulevard; Melissa White, 370 Heather Lane; Martin Moresco, 101 Crandon Boulevard; Jorge Ortiz, 220 West McIntyre Street; Jose Aoun, 71 Crandon Boulevard; Juan Santaella, 360 West Heather Drive; Jose Matos, 792 Ridgewood Road, and Lucas Boccheciampe, 201 Sunrise Drive. The Mayor closed the public hearing.

There was additional discussion from Council, the Attorney, and Director Calleros Gauger regarding traffic volume and easements for undergrounding stormwater drainage pipes.

Mr. Garcia Serra addressed the Council regarding the following items: (1) the applicant is open to architect to architect conversations regarding massing (2) the applicant is open to a civil engineer to civil engineer conversation regarding drainage (3) the applicant will consider the neighborhood's impact regarding the truck loading area (4) the applicant is subject to Chapter 17 regarding noise compliance (5) the bus stop will be moving south regardless of this applicant's project and (6) it is difficult to determine the actual operational traffic usage.

There was additional discussion from Council, the Attorney, Director Calleros Gauger, and Mr. Garcia Serra regarding easements, planting shade trees instead of palm trees, and alternative types of drainage systems.

Nelson Ortiz, the applicant's civil engineer, addressed the Council.

There was additional discussion from Council, Director Calleros Gauger, the Attorney, and Mr. Ortiz regarding drainage, scale of the building, and conditions for the site plan.

Mr. Garcia Serra, on behalf of the applicant, agreed to the following conditions: (1) the location of the mechanical equipment will be in the northeast and southeast corners and screened from the right of way and will be depressed and screened on all sides of view including from above by using, for example, a louvered system and/or trellis (2) if any trees are removed and not replanted on site, they will be offered to the Village for use in another public area (3) a 10 ft. wide easement on

Parks, Recreation and Open Spaces Director Todd Hofferberth and Andres Avello, with PADL LLC, addressed the Council regarding the above resolution.

Mayor Rasco addressed the administration regarding developing a performance rating system in order to evaluate the Village's vendors when renewing contracts. There was no objection to the request.

The above resolution was approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

At this time Item 8A was heard.

Councilmember Moss requested to add language on pages 4 and 5 regarding the approval of having a Youth Council representative as an ex-officio member of the Sustainability Advisory Board.

Councilmember Vazquez addressed the Manager regarding receiving a report from administration on federal funding opportunities. There was no objection to the request.

There was discussion from Council, the Manager, and the Attorney on federal funding opportunities and SOP Technologies.

Councilmember Moss made a motion to approve the following consent agenda, as amended. The motion was seconded by Vice Mayor Caplan and approved by a 7-0 voice vote. The vote was as follows: Councilmembers London, McCormick, Moss, Sardiñas, Vazquez, Vice Mayor Caplan, and Mayor Rasco voting Yes.

The minutes of the February 15, 2023 Regular Council Meeting, as amended.

At this time the Mayor opened for public comments. There were no speakers present. The Mayor closed public comments.

The Clerk read the following resolution by title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, URGING THE UNITED STATES CONGRESS AND THE FLORIDA LEGISLATURE TO (1) APPROPRIATE FUNDS FOR SARGASSUM SEAWEEED REMOVAL ON BEACHES LOCATED IN THE VILLAGE AND (2) STUDY THE ORIGINS AND CAUSES OF THE INCREASED SARGASSUM SEAWEEED BLOOMS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor Caplan made a motion to approve the resolution. The motion was seconded by Councilmember Moss.

There was discussion from Council and the Manager regarding the above resolution and the tracking, disposal, composting, and possible alternative uses for sargassum. There is collaborative communication amongst the Florida counties and reaching out to state representatives regarding

discussed.

14. **SCHEDULE OF FUTURE MEETINGS/EVENTS:** A schedule of future meetings and events was presented to the Council.

15. **ADJOURNMENT:** The meeting was adjourned at 10:19 p.m.

Respectfully submitted:

*Jocelyn B. Koch
Village Clerk*

Approved this _____ day of _____ 2023:

*Joe I. Rasco
Mayor*

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE VILLAGE COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, THAT PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

DATE: April 04, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager

Village Manager
Steven C. Williamson

RE: Executing an Easement Agreement between the Village of Key Biscayne and the Commodore Club South Condominium to Establish a Public Beach Access Path

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute an easement agreement with the Commodore Club South Condominium to establish a public beach access path similar to the public beach access points on the north and south sides of the Oceana Condominium as well as the beach access path situated between the Sands Condominium and the Key Biscayne Beach Club. The path in question would be situated between the Island House Condominium and the Commodore Club South Condominium. Establishing this public beach access is a requirement of being accepted into the US Army Corps of Engineers feasibility study for entry into the long term (50-year) federal shoreline protection program (CSRM). The public path will be renovated to Key Biscayne and ADA standards and will be maintained by the Village of Key Biscayne. Funding will be allocated from the FY23 Budget. An FDEP Coastal Partnership Initiatives Grant will be submitted to obtain external funding to cover a portion of the cost of renovating the path. Deadline for submission of the grant application is October 15, 2023.

BACKGROUND

One of the reasons the US Army Corps of Engineers (USACE) agreed to accept the Village's request for a waiver for inclusion into the ongoing feasibility study for potential integration into its 50-year beach management program is because the Village agreed to establish additional beach access points that would be available to the public. For the ~1.2 mile stretch of Key Biscayne beach, USACE ¼ mile spacing requirements dictated that a total of 5 public access points be available as depicted below.

The Village identified five (5) access points that are being considered as a public access as follows:

- 1- Public Access #1 (PA-1): Between CCS and Island House
- 2- Public Access #2 (PA-2): Oceana North
- 3- Public Access #3 (PA-3): Oceana South
- 4- Public Access #4 (PA-4): Between the Sands and KB Beach Club



VILLAGE OF KEY BISCAINE

5- Public Access #5 (PA-5): Between Ocean Club and Casa Del Mar

Two paths (Oceana North and Oceana South) of the five public access points are already established. A third path has been secured through an easement agreement with the Sands Condominium and is in the process of being renovated by Public Works. The five access points are spread out in a way to provide continuous access to the beach every 1/4 mile or less. Moving forward into the USACE long term federal shoreline protection program requires the remaining two paths (PA-1 and PA-5) to be converted into public beach access points.

Per the easement agreement with the Commodore Club South Condominium, the title bearer of the given property, the Village will take responsibility and cost for renovating the beach access path made public. The Village will maintain the path and design it to be ADA compliant and safe to users of the path. The public beach access path will not be advertised. No public parking will be provided beyond what currently exists along Crandon Boulevard and other public parking locations and the public access will be available to those who may come to it using FreeBee, walking, biking or some other. The path will be available to the general public and will not be gated or locked. The Village will maintain the public beach access paths in the same manner as it maintains public parks. No restrooms will be built to serve the public beach access paths, however, the Village may include a shower for beach goers similar to the showers provided at the two existing paths north and south of Oceana.

Beach raking services and beach renourishment activities will continue to use the beach access paths immediately to the north and south of the Oceana property as those two paths were widened and designed specifically to serve that purpose. Due to special constraints, neither of the two additional proposed public beach paths (PA-1 or PA-4) will be able to support vehicles other than VKB Police or Public Works all terrain vehicles (ATVs).

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND ACCEPTING A PUBLIC BEACH ACCESS EASEMENT AND DEDICATION AGREEMENT WITH THE COMMODORE CLUB SOUTH, INC. RELATING TO THE PROPERTY LOCATED AT 199 OCEAN LANE DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) has been accepted into the U.S. Army Corps of Engineers feasibility study for entry into the long term (50-year) federal shoreline protection program (the “Re-Nourishment Program”); and

WHEREAS, as a condition of the Re-Nourishment Program, the Village is required to ensure that the general public has access to the beaches located within the Village at certain designated intervals; and

WHEREAS, Commodore Club South, Inc. has voluntarily agreed to grant the Village a public beach access easement entitled “Public Access Easement and Dedication Agreement” (the “Easement”) on the property located at 199 Ocean Lane Drive; and

WHEREAS, the Village Council desires to approve and accept the Easement, in substantially the same form attached hereto as Exhibit “A”; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Easement Approved and Accepted. Subject to the approval of the Easement by Commodore Club South, Inc. and the U.S. Army Corps of Engineers as to the term of the Easement, the Village Council hereby approves the Easement relating to the Property, in substantially the form attached hereto as Exhibit "A." The Village Manager is authorized to approve a term for the Easement lasting either in perpetuity or as long as the Village participates in the Re-Nourishment Program.

Section 3. Implementation. The Village Manager is hereby authorized to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Eduardo M. Soto, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

For Recording Purposes Only

**PUBLIC ACCESS EASEMENT
AND DEDICATION AGREEMENT**

THIS PUBLIC ACCESS EASEMENT AND DEDICATION AGREEMENT (this "Agreement") is made this ____ day of _____, 2022, by COMMODORE CLUB SOUTH, INC., a Florida nonprofit corporation, (hereinafter referred to as the "Grantor"), and the Village of Key Biscayne, a Florida municipal corporation (hereinafter referred to as the "Village").

RECITALS:

1. Grantor owns fee simple title to certain real property located in Miami-Dade County, Florida, and more specifically within the boundaries of the Village, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area");
2. The Village has determined that its beaches are in need of re-nourishment and in connection therewith has requested federal assistance in accordance with the Memorandum from the Village of Key Biscayne, as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof ("Re-Nourishment Program");
3. As a condition of the Re-Nourishment Program, the Village is required to ensure that the general public have access to the beaches located within the Village ("Village Beaches") at certain designated intervals;
4. The Village has determined that the Easement Area is a suitable access point as required by the Re-Nourishment Program;
5. Grantor has agreed to grant the general public access to the Village Beaches subject to the Village undertaking the obligations as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN

DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and are hereby incorporated into this Agreement as is fully set forth herein.

2. **Dedication of Beach Access Easements.** Grantor does hereby dedicate, grant and convey to the Village, the Easement Area as described on Exhibit A attached hereto, for the benefit of the general public, for the purposes of pedestrian and bicycle ingress and egress to and from the Village Beaches or Atlantic Ocean, allowing for the use and benefit of the Village Beaches, including the right of access and ingress and egress for maintenance vehicles for Village Beach maintenance and emergency vehicles and Village operations for public, health, safety and welfare purposes. Maintenance vehicles on the Easement Areas for routine (daily or weekly) beach maintenance purposes shall be limited to All Terrain Vehicles (ATV) and/or similar vehicles that will not compromise the safety or soundness of the sewer lines that run beneath the Easement Area. In connection with non-routine beach re-nourishment performed by the Village, or any instance in which the Village (and/or its contractor or vendor) may utilize vehicles larger than ATV's or similar vehicles, then the Village shall not use the Easement Area, and shall use other means of access to the beach, including through Oceana's north beach path. The Village acknowledges that the Easement Area lies above sewer lines and shall take all reasonable precautions to not disturb or otherwise damage the sewer lines.

3. **Purpose and Use of Beach Access Dedication/Easement.** The intent and purpose of the dedication granted to the Village on the Easement Area is to provide perpetual unrestricted and year-round pedestrian, bicycle and limited vehicular access to and from the beach or Atlantic Ocean to the Village, for the use and benefit of its residents and all users or parties designated by the Village, as well as the right of access and ingress and egress for beach maintenance and emergency vehicles and Village operations for public, health, safety and welfare purposes, provided however that the use of sirens or vehicles that compromise the safety or soundness of the sewer lines beneath the Easement Area (i.e., any vehicle larger than an ATV or similar vehicle) shall be prohibited on the Easement Area. The Village shall have the right to temporarily close and/or restrict use and access of the Easement Area for beach maintenance purposes, provided, the Village provides Grantor with written advance reasonable notice of such closure (and in the event of emergency situations requiring immediate closure, no notice by the Village shall be required). Notwithstanding the foregoing, vehicular access shall be limited to maintenance, re-nourishment, emergency situations, and access for individuals with disabilities only. The Village shall work with Grantor to, collectively, develop a plan for access for individuals with disabilities.

4. **Improvements to Beach Easement Areas; Maintenance and Repair.** Village shall install and construct, at its sole cost and expense, and subject to Grantor's written approval, certain improvements on the Easement Area, to make the Easement Area suitable for pedestrian, bicycle and limited vehicular (as per Sections 2 and 3 above) access, including (a) installation of a paved path and/or walkway on the Beach Easement Areas; (b) landscaping (including landscaping at the entrance to the walkway); (c) fencing or other barrier, and (d) a removable bollard(s) at the Ocean Lane Drive entrance to the Easement Area such that non-Village ATV's and golf carts cannot use the Easement Area, but that Village ATV's and similar vehicles may use the Easement Area when required (the improvements described in (a), (b), and (c) and (d) above shall be hereinafter collectively referred to as the "Improvements"). The Improvements shall be

constructed in a manner to promote the safe ingress and egress on Ocean Lane Drive. The Village shall maintain and repair the Easement Area and the Improvements, at its sole cost and expense, in safe and good working condition and such that pedestrian and vehicular access is not impaired or obstructed. The Village shall keep the Easement Area and Improvements clear and free of trash, debris and rubbish and free of obstructions of every nature, and shall provide adequate drainage. No walls, fences, barriers, building, structure or any other sort of temporary or permanent obstruction shall be constructed or erected on or over the Easement Area that would impede, impair, block or obstruct any portion of the Easement Area or prevent or limit the reasonable movement of pedestrians and vehicles on the Easement Area and access to and from the Village Beach or Atlantic Ocean. The Village shall not install lighting within the Easement Area. The Village shall use fencing or a landscaping barrier to direct beach goers to the sidewalk at the Commodore Club entrance where a cross walk will be installed by the Village to ensure pedestrians are visible to drivers on Ocean Lane Drive. The Village shall construct, as part of the Improvements, a visual buffer and noise reducing features between the Easement Area and the Grantor's common areas. The Village agrees that prior to the installation of any improvements to the Easement Area, it will submit all proposed improvements to the Grantor and to the extent possible, incorporate any reasonable revisions to said proposed improvements provided that so long as the improvements are consistent with the current architecture of the Easement Area, the Village may install such improvements. The Village will ensure adequate police presence, as needed, at the Easement Area.

5. **Incidental Rights.** The rights granted herein to the Village shall likewise include all incidental rights reasonably necessary for the use and enjoyment of such rights and such incidental rights are hereby created, granted, and declared.

6. **Amendment.** This Agreement shall not be changed, amended, or modified except by an instrument in writing, executed by both parties to this Agreement.

7. **Duration.** The easement rights contained herein shall be perpetual, but may be terminated by the Village, in its sole discretion, but only in the event that there is no federal assistance provided with respect to the Re-Nourishment Program, and the Village council approves such termination after a public hearing. In the event of such termination, Grantor shall have the sole authority to determine whether the Improvements are to remain in the Easement Area or be removed by the Village at the Village's sole cost and expense.

8. **Covenants Running with the Land; Successors and Assigns.** It is intended that each of the dedications, easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the land of Grantor and create an equitable servitude in favor of the Village, its successors and/or assigns, and shall bind Grantor, its successors and assigns (including the cooperative association and/or or shareholders owning, operating or maintaining any part of the Easement Area as part of the cooperative).

9. **Enforcement.** The Village and Grantor shall each have the right to pursue and legally enforce this Agreement and the dedications, easements, covenants, conditions, obligations and restrictions set forth herein, including, but not limited to, all maintenance obligations of the Village on the Easement Area and repair obligations of the Village set forth in this Agreement, by whatever action or actions are legally available, including without limitation, any equitable remedy, injunction or specific performance. The Village and Grantor shall have the right, but shall

not be obligated, to take such action as shall be reasonably necessary to cure any default of this Agreement and enforce the dedications, easements, covenants, conditions, obligations and restrictions set forth herein, at the sole cost and expense of the violating party.

10. **Attorney's Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees incurred in the preparation and prosecution of such action or proceeding. All Attorney's fees and costs incurred in connection with the preparation and negotiation of this Agreement shall be paid by the Village.

11. **Severability.** Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision in this Agreement is held to be depended upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

12. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue shall be in Miami-Dade County Florida.

13. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); five days after being sent, if sent by certified or registered mail for each party indicated below and addressed as follows:

To Grantor:

With a copy to:

To Village: Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Village Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134

14. **Warranties and Representations.** Grantor does hereby covenant and represent to Village that: (a) it is lawfully seized and possessed of the Easement Area; and (b) it has good and lawful authority and right to enter into this Agreement and convey said easements.

15. **Indemnification for Beach Maintenance and Re-Nourishment; Gate and Access Control System.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended from time to time), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall indemnify and hold harmless Grantor, and its successors and/or assigns, from and against all costs, expenses, losses, claims or damages, including reasonable attorneys' fees and costs at trial and appellate levels, relating to death or personal injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with beach maintenance and re-nourishment operations performed by the Village on the Easement Area, or in connection with the installation, operation and maintenance by the Village of any gate or access control system installed by the Village on the Easement Area, except any and all costs, expenses, losses, claims or damages, resulting from, arising out of, or incurred in connection any acts or omissions, including intentional and negligent acts, of Grantor or any of its officers, guests, invitees, employees, agents or contractors. Additionally, the Village agrees to indemnify and hold harmless Grantor, and its successors and/or assigns from and against all costs, expenses, losses, claims or damages, including reasonable attorney's fees and costs at the trial and appellate levels in connection with any litigation, actions, demands, costs, expenses, losses claims or damages arising out of or in connection with Grantor's entry of the subject Agreement with the Village, and in connection with the easement rights contained herein, including but not limited to any claims challenging the Association's authority to enter into the subject Agreement and easement.

16. **Ocean Drive Parking.** The Village shall not expand or otherwise amplify parking for motor vehicles of any kind on Ocean Lane Drive from Crandon Boulevard to the Easement Area maintained and operated by the Village during the term of the Easement without Grantor's prior written consent. The Village shall not expand or otherwise amplify parking for motor vehicles of any kind on at or near the traffic light leading to Ocean Lane Drive on Crandon Boulevard, without the Grantor's prior written consent. The Village shall actively enforce vehicles improperly parked on Ocean Lane Drive, including ticketing and towing such vehicles. Further, to ensure the organized flow of pedestrians accessing the beach through the Easement Area, the Village shall construct a "freebee" stop on Ocean Lane at a location to be mutually agreed upon by the parties.

17. **Sidewalk Improvements.** The Village shall consult with a traffic engineer, at the Village's sole cost and expense, to reconfigure the sidewalk and determine an appropriate location for a crosswalk on Ocean Lane Drive, to ensure that pedestrians leaving the Easement Area have a safe path to cross Ocean Lane Drive, and do not inhibit vehicles from ingress and egress to and from Grantor's property. The Village shall also add clear signage to indicate the access points to the Easement Area from the Village Beaches. The Village shall use fencing or a landscaping barrier to direct beach goers to the sidewalk at the Commodore Club entrance where a cross walk will be installed by the Village to ensure pedestrians are visible to drivers on Ocean Lane Drive. Any sidewalk and crosswalk re-configuration and/or installation shall be approved in writing by Grantor prior to implementation. Additionally, the Village shall install a concave mirror located across from the Island House driveway. The Village shall ensure consistent landscaping is maintained and trimmed to no higher than 4ft. along Ocean Lane Drive, especially by the Ocean Lane Plaza, such that drivers may view pedestrians using the sidewalk.

18. **Bicycle Parking**. The Village shall construct designated bicycle parking near the Easement Area to be located by the beach ingress/egress.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

GRANTOR:
COMMODORE CLUB SOUTH, INC., a
Florida nonprofit corporation

WITNESSES:

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2022, by _____, as _____, on behalf of COMMODORE CLUB SOUTH, INC., a Florida non profit corporation He/she [] is personally known to me or [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida
Commission expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

Attest:

Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____ 2022, by _____ of the Village of Key Biscayne, a Florida municipal corporation, on behalf of the corporation. He [] is personally known to me or [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida

Commission expires: _____

EXHIBIT A

A Portion of Tract 2, Matheson Estate, according to the Plat thereof as recorded in Plat Book 46, Page 86, of the Official Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Tract 2; Thence North 89° 30' 46" East, a distance of 1305.76 feet along the South line of said Tract 2; Thence North 06° 10' 50" East, 171.16 feet to a point; Thence North 89° 30' 46" East 33.66 feet to a point on the right of way for Ocean Lane drive being on a non-tangent curve concave to the Northwest, having a radius of 50.00 feet (a radial line through said point bears South 34° 58' 54" East); Thence Northerly along the arc of said curve through a central angle of 42° 51' 43", an arc distance of 37.40 feet to the Point of Beginning; Thence continue along said right of way, being on a curve concave to the West having a radius of 50.00 feet (radial line through said point bears South 77° 50' 37" East); Thence Northerly along the arc of said curve through a central angle of 14° 07' 32" an arc distance of 12.33 feet; Thence departing said right of way South 49° 16' 34" East, 24.67 feet to a point on a non-tangent curve concave to the Northeast, said curve having a radius of 44.23 feet (a radial line through said point bears South 51° 05' 40" West); Thence Southeasterly along the arc of said curve through a central angle of 42° 50' 39" an arc distance of 33.08 feet; Thence North 89° 29' 40" East, 601.70 feet to a point on the erosion control line, according to the Plat thereof as recorded in Plat Book 74, Page 26 of the Official Records of Miami -Dade County, Florida; Thence along said erosion control line, South 07° 04' 13" West, 10.09 feet; Thence departing said erosion control line, South 89° 29' 40" West. 601.10 feet to a point on a non-tangent curve concave to the Northeast said curve having a radius of 54.23 feet (a radial line through said point bears South 07° 24' 01" West); Thence Northwesterly along the arc of said curve through a central angle of 42° 41' 13" an arc distance of 40.41 feet; Thence North 49° 16' 34" West 16.64 feet to the Point of Beginning; said lands lying and being in the Village of Key Biscayne, Miami-Dade County, Florida

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SUPPORTING THE PROVISIONS OF ORDINANCE 2012-10 RELATING TO THE VILLAGE’S DENSITY CAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 26, 2012, the Village of Key Biscayne (“Village”) Council adopted Ordinance No. 2012-10 amending the site plan review procedures to provide that no site plan shall be approved which would permit any development which would result in an increase in residential density in excess of the density previously approved for the subject property by a valid development order (the “Density Cap”); and

WHEREAS, Ordinance No. 2012-10, codified in Section 30-33(3) and 30-73 of the Village Code of Ordinances, was adopted in response to the Village’s recognition of the constraints on the availability of infrastructure and services to serve new developments, as supported by the Comprehensive Plan and 2007 Evaluation and Appraisal Report; and

WHEREAS, the Village Council desires to support the provisions of Ordinance No. 2012-10 related to the Village’s Density Cap, attached hereto as Exhibit “A;” and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Supporting the Village’s Density Cap. That the Village Council hereby supports the provisions of Ordinance No. 2012-10 related to the Village’s Density Cap.

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

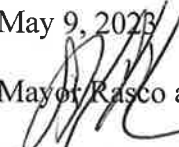


VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Brett G. Moss
Edward London
Allison McCormick
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9, 2023
TO:  Mayor Rasco and Councilmembers
THRU: Steven C. Williamson, Village Manager
FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department
RE: Amendment of the Local Business Taxation Schedule

RECOMMENDATION

I recommend the Village Council approve the resolution to increase Local Business Tax rates by 5%. Reference the table of existing versus proposed fees in Appendix 1.

BACKGROUND

Local Business Tax categories and rates are regulated at the state level through Florida Statute Chapter 205. The schedule of fees is in Chapter 25 of the Village Ordinances.

Increases in rates are regulated through section (c) of Chapter 25:

“Effective for and from the receipt period commencing on October 1, 2002, each Tax amount set forth above shall be increased by five percent. Further, pursuant to F.S. § 205.0535(4), which allows biennial review, the Council may again review and revise the Tax rates in 2008 for the Receipt period commencing on October 1, 2008.”

However, most rates have not been changed since being imposed via Ordinance 1992-13 on June 9, 1992.

The Village Administration proposes raising the fees by 5%, which is the maximum amount allowed by the code. This increase is proposed to better cover the administrative costs of ensuring businesses comply with Village ordinances.

Local Business Tax receipts are an important aspect of overall code compliance. Tax receipts categorize businesses, which allows code compliance staff to ensure that businesses are operating in appropriate zoning districts and on suitable premises. Tax receipts are used with Certificates of Use which tie businesses to specific properties. Certificates of Use are in turn related to Certificates of Occupancy issued by the Building Department. Certificates of Occupancy are issued to buildings to confirm that they are safe to occupy.



VILLAGE OF KEY BISCAIYNE

Tax receipts, certificates of use, and certificates of occupancy are interdependent in ensuring health, safety, and welfare of commercial operations.

FINDINGS

A 5% increase in fees will not impede the operation of businesses within the Village while it will aid the Village in better administering code compliance of commercial operations in the Village.

Criteria 1 The proposed amendment is consistent with the Comprehensive Plan.

Analysis The changes proposed are consistent with the intent and purpose of the goals, objectives, and policies stated on the Village of Key Biscayne's Master Plan (Comprehensive Plan).

Goal 1 of the Village Master Plan states "Key Biscayne should be a residential community." Regulating commercial operations is critical to preserving the residential character of Key Biscayne.

Finding Consistent

CONCLUSION

Based on Findings and relevant background information, staff recommends that Council approve the ordinance.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AMENDING SECTION 25-31, “BUSINESS TAX SCHEDULE,” OF CHAPTER 25 OF THE VILLAGE CODE OF ORDINANCES TO INCREASE THE BUSINESS TAX RECEIPT SCHEDULE RATES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 205.042, Florida Statutes, the Village of Key Biscayne (the “Village”) is authorized to levy a local business tax for the privilege of engaging in or managing any business, profession, or occupation within its jurisdiction; and

WHEREAS, the Village currently levies a local business tax pursuant to Article II, “Local Business Tax Receipt,” of Chapter 25 of the Village Code of Ordinances (the “Code”); and

WHEREAS, Section 205.0535(4), Florida Statutes, and Section 25-31(c) of the Village Code, provides that municipalities may, every other year, increase or decrease by ordinance the rates of business taxes by up to five percent; and

WHEREAS, the Village desires to amend Section 25-31, “Business Tax Schedule,” of the Village Code to increase the business tax schedule rates by five percent in accordance with Section 205.0535(4), Florida Statutes, and section 25-31(c) of the Village Code; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interest and welfare of the Village and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That the above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. **Amending Section 25-31 of Chapter 25 of the Village Code.** That Section 25-31, “Business Tax Schedule,” of Chapter 25, “Taxation,” of the Code of Key Biscayne, Florida, is hereby amended to read as set forth in Exhibit “A” attached hereto and incorporated herein.

Section 3. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Codification.** That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village’s Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. **Conflicts.** That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon final adoption on second reading. However, the business tax schedule rates adopted as part of Exhibit “A” shall not become effective until October 1, 2023.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Appendix 1 - Rates

Business Type	Unit	Original Rate	Proposed Rate
Advertising space renters	per space	\$ 3.75	\$ 3.93
Amusement, game or recreational device, (not otherwise licensed by some other law of this State)	per device	\$ 18.75	\$ 19.68
Cafes, restaurants and other eating establishments:	0—30 seats	\$ 37.50	\$ 39.37
	31—74 seats	\$ 75.00	\$ 78.75
	75—149 seats	\$ 112.50	\$ 118.12
Drive-in restaurants where customers are served while seated in their cars	150+ seats	\$ 150.00	\$ 157.50
	in addition to seats	\$ 75.00	\$ 78.75
Contractors, subcontractors or journeymen (principals shall be deemed employees)	1—10 employees	\$ 22.50	\$ 23.62
	11—20 employees	\$ 45.00	\$ 47.25
	21-30 employees	\$ 67.50	\$ 70.87
	31-40 employees	\$ 90.00	\$ 94.50
	41—50 employees	\$ 112.50	\$ 118.12
	51—100 employees	\$ 281.25	\$ 295.31
	101—150 employees	\$ 421.85	\$ 442.94
	151—200 employees	\$ 562.50	\$ 590.62
	201 or more employees	\$ 585.90	\$ 615.19
Dancehalls or places where entertainment is provided for a charge		\$ 281.25	\$ 295.31
One night only		\$ 187.50	\$ 196.87
Financial institutions, which shall include insurance companies, banks, bankers, trust companies, savings companies, building and loan associations, and savings and loan associations and other financial institutions which are regulated by State or federal law.		\$ 150.00	\$ 157.50
Hotels, motels and apartment hotels (for the purpose of determining the number of rooms, every room that can be leased or rented shall be included):	per room	\$ 1.85	\$ 1.94
	Minimum Tax	\$ 18.75	\$ 19.68
Intangible or tangible personal property (every Person engaged in the Business of trading, bartering, serving, buying, lending or selling intangible or tangible personal property, whether as owner, agent, broker or otherwise)		\$ 93.75	\$ 98.43
Liquefied petroleum gas, dealers and installers: Installation of equipment to be used with liquefied petroleum gas		\$ 62.50	\$ 65.62

Dealer in liquefied petroleum gas, in appliances and equipment for use of such gas and in the installation of appliances and equipment		\$ 156.25	\$ 164.06
Manufacturing and/or processing (principals shall be deemed employees):	1—10 employees	\$ 37.50	\$ 39.37
	11-20 employees	\$ 75.00	\$ 78.75
	21-30 employees	\$ 112.50	\$ 118.12
	31-40 employees	\$ 150.00	\$ 157.50
	41-50 employees	\$ 225.00	\$ 236.25
	51 or more employees	\$ 281.25	\$ 295.31
Professional License (every Person engaged in the practice of any profession who offers services for consideration, whether or not such endeavor is regulated by law)		\$ 37.50	\$ 39.37
Professional management		\$ 37.50	\$ 39.37
Retailer, retail stores (includes every Person or Business engaged in the Business of selling tangible personal property to consumers or to any Person for any purpose other than for resale)		\$ 37.50	\$ 39.37
Schools, colleges or other educational or training institution for profit		\$ 37.50	\$ 39.37
Service Business (every Person engaged in Business as owner, agent or otherwise who performs some service in return for consideration; principals shall be deemed employees):	1—5 employees	\$ 27.50	\$ 28.87
	6—10 employees	\$ 67.50	\$ 70.87
	11—15 employees	\$ 100.00	\$ 105.00
	16—20 employees	\$ 140.00	\$ 147.00
	21 or more employees	\$ 187.50	\$ 196.87
Title insurance companies		\$ 93.75	\$ 98.43
Theaters	per theater	\$ 37.50	\$ 39.37
Vending machines:			
Merchandise or service vending machines	per machine	\$ 22.50	\$ 23.62
Merchandise vending machines at locations for which a Receipt has been obtained pursuant to this article:	per machine	\$ 7.50	\$ 7.87
Laundry equipment	per machine	\$ 1.85	\$ 1.94
Coin-operated radio, television, vibrating mattresses and similar devices installed in Businesses providing housing accommodations for the travelling public:	per business	\$ 26.25	\$ 27.56
All vending machine operators:	per operator	\$ 187.50	\$ 196.87
	additional per device	\$ 1.85	\$ 1.94

EXHIBIT "A"

CHAPTER 25 – TAXATION

ARTICLE II. – LOCAL BUSINESS TAX RECEIPT

Section 25-31. - Business Tax schedule.

(a) Taxes for the following Businesses, occupations or professions are hereby levied and imposed as follows:

~~Advertising space renters, per space\$ 3.75~~

~~Amusement, game or recreational device (not otherwise licensed by some other law of this State), per device18.75~~

~~Cafes, restaurants and other eating establishments:~~

~~(1) 0—30 seats37.50~~

~~(2) 31—74 seats75.00~~

~~(3) 75—149 seats112.50~~

~~(4) 150 or more seats150.00~~

~~(5) Drive-in restaurants where customers are served while seated in their cars shall pay a Tax of \$75.00. The Tax required by this subsection shall be in addition to the Tax required in subsections (1) through (4).~~

~~Contractors, subcontractors or journeymen (principals shall be deemed employees):~~

~~(1) 1—10 employees22.50~~

~~(2) 11—20 employees45.00~~

~~(3) 21—30 employees67.50~~

~~(4) 31—40 employees90.00~~

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- ~~(5) 41—50 employees112.50~~
- ~~(6) 51—100 employees281.25~~
- ~~(7) 101—150 employees421.85~~
- ~~(8) 151—200 employees562.50~~
- ~~(9) 201 or more employees585.90~~

~~Dancehalls or places where entertainment is provided for a charge281.25~~

~~One night only187.50~~

~~Financial institutions, which shall include insurance companies, banks, bankers, trust companies, savings companies, building and loan associations, and savings and loan associations and other financial institutions which are regulated by State or federal law150.00~~

~~Hotels, motels and apartment hotels (for the purpose of determining the number of rooms, every room that can be leased or rented shall be included):~~

~~Per room1.85~~

~~Minimum Tax18.75~~

~~Intangible or tangible personal property (every Person engaged in the Business of trading, bartering, serving, buying, lending or selling intangible or tangible personal property, whether as owner, agent, broker or otherwise)93.75~~

~~Liquefied petroleum gas, dealers and installers:~~

~~(1) Installation of equipment to be used with liquefied petroleum gas62.50~~

~~(2) Dealer in liquefied petroleum gas, in appliances and equipment for use of such gas and in the installation of appliances and equipment156.25~~

~~Manufacturing and/or processing (principals shall be deemed employees):~~

~~(1) 1—10 employees37.50~~

~~(2) 11—20 employees75.00~~

~~(3) 21—30 employees112.50~~

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~~(4) 31— 40 employees150.00~~

~~(5) 41— 50 employees225.00~~

~~(6) 51 or more employees281.25~~

~~Professional License (every Person engaged in the practice of any profession who offers services for consideration, whether or not such endeavor is regulated by law)37.50~~

~~Professional management37.50~~

~~Retailer, retail stores (includes every Person or Business engaged in the Business of selling tangible personal property to consumers or to any Person for any purpose other than for resale)37.50~~

~~Schools, colleges or other educational or training institution for profit37.50~~

~~Service Business (every Person engaged in Business as owner, agent or otherwise who performs some service in return for consideration; principals shall be deemed employees):~~

~~(1) 1— 5 employees27.50~~

~~(2) 6— 10 employees67.50~~

~~(3) 11— 15 employees100.00~~

~~(4) 16— 20 employees140.00~~

~~(5) 21 or more employees187.50~~

~~Title insurance companies93.75~~

~~Theaters, per theater37.50~~

~~Vending machines:~~

~~(1) Merchandise or service vending machines, per machine22.50~~

~~(2) Merchandise vending machines at locations for which a Receipt has been obtained pursuant to this article, per machine7.50~~

~~(3) Laundry equipment, per machine1.85~~

~~(4) Coin-operated radio, television, vibrating mattresses and similar devices installed in Businesses providing housing accommodations for the travelling public:~~

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a. Per Business~~26.25~~

b. Plus \$0.75 per device.

(5) All vending machine operators shall pay a tax of \$187.50 per operator for the privilege of engaging in such Business, plus an additional \$1.85 per machine.

<u>Business Type</u>	<u>Unit</u>	<u>Rate</u>
<u>Advertising space renters</u>	<u>per space</u>	<u>\$3.93</u>
<u>Amusement, game or recreational device, (not otherwise licensed by some other law of this State)</u>	<u>per device</u>	<u>\$19.68</u>
<u>Cafes, restaurants and other eating establishments:</u>	<u>0—30 seats</u>	<u>\$39.37</u>
	<u>31—74 seats</u>	<u>\$78.75</u>
	<u>75—149 seats</u>	<u>\$118.12</u>
<u>Drive-in restaurants where customers are served while seated in their cars.</u>	<u>150+ seats</u>	<u>\$157.50</u>
	<u>in addition to seats</u>	<u>\$78.75</u>
<u>Contractors, subcontractors or journeymen (principals shall be deemed employees)</u>	<u>1—10 employees</u>	<u>\$23.62</u>
	<u>11—20 employees</u>	<u>\$47.25</u>
	<u>21-30 employees</u>	<u>\$70.87</u>
	<u>31-40 employees</u>	<u>\$94.50</u>
	<u>41—50 employees</u>	<u>\$118.12</u>
	<u>51—100 employees</u>	<u>\$295.31</u>
	<u>101—150 employees</u>	<u>\$442.94</u>
	<u>151—200 employees</u>	<u>\$590.62</u>
	<u>201 or more employees</u>	<u>\$615.19</u>
<u>Dancehalls or places where entertainment is provided for a charge</u>		<u>\$295.31</u>
<u>One night only</u>		<u>\$196.87</u>
<u>Financial institutions, which shall include insurance companies, banks, bankers, trust companies, savings companies, building and loan associations, and savings and loan associations and other financial institutions which are regulated by State or federal law.</u>		<u>\$157.50</u>
	<u>per room</u>	<u>\$1.94</u>

ORDINANCE NO. 2023-_____

Hotels, motels and apartment hotels (for the purpose of determining the number of rooms, every room that can be leased or rented shall be included): Minimum Tax \$19.68

Intangible or tangible personal property (every Person engaged in the Business of trading, bartering, serving, buying, lending or selling intangible or tangible personal property, whether as owner, agent, broker or otherwise) \$98.43

Liquefied petroleum gas, dealers and installers:
Installation of equipment to be used with liquefied petroleum gas. \$65.62
Dealer in liquefied petroleum gas, in appliances and equipment for use of such gas and in the installation of appliances and equipment. \$164.06

Manufacturing and/or processing (principals shall be deemed employees):

<u>1—10 employees</u>	<u>\$39.37</u>
<u>11-20 employees</u>	<u>\$78.75</u>
<u>21-30 employees</u>	<u>\$118.12</u>
<u>31-40 employees</u>	<u>\$157.50</u>
<u>41-50 employees</u>	<u>\$236.25</u>
<u>51 or more employees</u>	<u>\$295.31</u>

Professional License (every Person engaged in the practice of any profession who offers services for consideration, whether or not such endeavor is regulated by law) \$39.37

Professional management \$39.37

Retailer, retail stores (includes every Person or Business engaged in the Business of selling tangible personal property to consumers or to any Person for any purpose other than for resale). \$39.37

Schools, colleges or other educational or training institution for profit \$39.37

Service Business (every Person engaged in Business as owner, agent or otherwise who performs some service in return for consideration; principals shall be deemed employees):

<u>1—5 employees</u>	<u>\$28.87</u>
<u>6—10 employees</u>	<u>\$70.87</u>
<u>11-15 employees</u>	<u>\$105.00</u>
<u>16-20 employees</u>	<u>\$147.00</u>
<u>21 or more employees</u>	<u>196.87</u>

ORDINANCE NO. 2023-_____

<u>Title insurance companies</u>		<u>\$98.43</u>
<u>Theaters</u>	<u>per theater</u>	<u>\$39.37</u>
<u>Vending machines:</u>		
<u>Merchandise or service vending machines</u>	<u>per machine</u>	<u>\$23.62</u>
<u>Merchandise vending machines at locations for which a Receipt has been obtained pursuant to this article:</u>	<u>per machine</u>	<u>\$7.87</u>
<u>Laundry equipment</u>	<u>per machine</u>	<u>\$1.94</u>
<u>Coin-operated radio, television, vibrating mattresses and similar devices installed in Businesses providing housing accommodations for the travelling public:</u>	<u>per business</u>	<u>\$27.56</u>
	<u>per operator</u>	<u>\$196.87</u>
<u>All vending machine operators:</u>	<u>additional per device</u>	<u>\$1.94</u>

* * *



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardifias
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: May 9, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Recommendation for Award, Invitation to Bid (ITB)
 2023-04 Stormwater Drainage Improvements and
 Roadway Resurfacing with Slope Correction

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to execute a contract with Metro Express, Inc. (the "Contractor"), the lowest responsive and responsible bidder for the Stormwater Drainage Improvements and Roadway Resurfacing with Slope Correction, in an amount not to exceed \$1,115,653 for the work areas as identified as area 1, 2, and 4 in the construction documents. This amount includes the Contractor's bid amount of \$1,014,230 and a contingency amount of \$101,423. Funding will originate from the following:

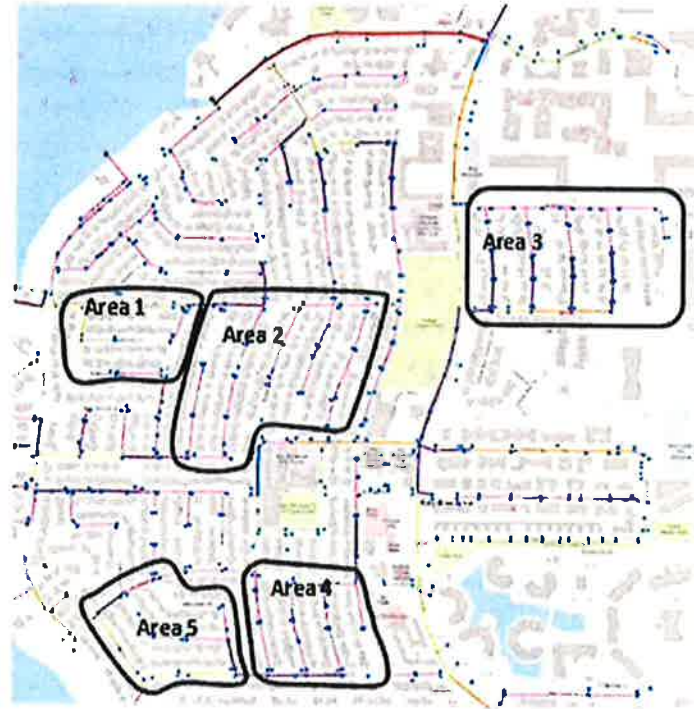
FY23 Adopted Budget, Capital Improvement Program, \$1,041,650

BACKGROUND

This project will modify existing catch basins stop erosion and control sediments and mill & resurface, and correct roadway cross slopes of selected roadways in areas 1, 2 and 4. These improvements will ensure the existing stormwater system functions efficiently and mitigates flooding in private properties and roadways in the short term (next 1-5 years).

The Village issued an ITB on February 24, 2023. The ITB was posted to the Village's website and Notice Board, DemandStar and Miami Herald. To qualify for award, prospective Proposers were required to:

- Have at least five (5) years of continuous operation under the same name providing similar services prior to the issuance of the ITB;
- Have clean judicial record and references;





VILLAGE OF KEY BISCAIYNE

- Be a licensed engineering contractor in the State of Florida;
- Provide a bid guarantee in the form of a bid, payment or performance bond.

On March 30, 2023, five (5) bids were received from the lowest to the highest Bidder of the following firms:

No	Respondent	Area 1.	Area 2.	Area 3.	Area 4.	Area 5.	Total
1.	American Design Engineering Construction Inc.	309,423.50	211,620.80	58,433.00	*312,013.50	*315,688.70	\$ 1,207,179.50 Revised Total \$ 1,062,245.50
2.	The Stout Group LLC.	362,340.00	245,305.00	43,055.00	329,685.00	302,345.00	\$ 1,291,730.00 Revised Total \$ 1,185,855.00
3.	Metro Express Inc.	470,185.00	280,034.50	32,518.20	445,195.00	403,192.60	\$ 1,631,125.60 Revised Total \$ 1,014,229.50
4.	Southeastern Engineering Contractors Inc.	614,795.00	368,637.80	47,768.28	573,207.40	526,841.04	\$ 2,131,249.52
5.	Rogar Management & Consulting of FL LLC.	920,220.00	569,710.00	148,720.00	877,640.00	561,460.00	\$ 3,377,750.00

*Corrected calculation error

Upon review of the bid packages the following was determined:

- All Bidders appear to have the ability, capacity, and skill to perform the required work.
- Once a Notice to Proceed is issued; the three lowest Bidders can mobilize within the following timeline upon receiving Notice to Proceed:
 - American Design Engineering Construction Inc. – 15 days
 - The Stout Group LLC. – 60 days
 - Metro Express Inc. – 15 days
- All Bidders have experience working with municipalities and in the industry. The three lowest Bidders have:
 - American Design Engineering Construction Inc. – 35 years
 - The Stout Group LLC. – 10 years
 - Metro Express Inc. – 26 years
- The three lowest Bidders response to subcontracting services were the following:
 - American Design Engineering Construction Inc. – milling and resurfacing.
 - The Stout Group LLC. – will be performing all the work.
 - Metro Express Inc. – indicated yes but didn't list the services or contractors.
- References for the bid packages received ranged between Satisfied / Met Expectations (4) and Very Satisfied / Exceeded Expectations (5).

Procurement performed a due diligence review of the bids and found calculation errors in Area 4 and 5 of American Design Engineering Construction Inc. bid. A post meeting was conducted with the sponsoring department – Public Works and the three lowest Bidders, American Design Engineering Construction Inc., The Stout Group LLC. and Metro Express Inc., where it was revealed, they missed priced the scope for milling and resurfacing. Each Bidder was given the



VILLAGE OF KEY BISCAINE

opportunity to resubmit their pricing for Areas 1, 2 and 4 with modifications. Procurement found no other material defects in the remaining bids, nor in the Bidders' qualifications. Each Bidder is appropriately licensed to do the work and provided the requested certifications and references. Procurement did not find any issues that would indicate that the Bidders were incapable of performing the services.

It is recommended that Village Council authorize the Village Manager to execute a contract with the most responsive and responsible bidder, Metro Express, Inc. In the event an agreement can't be reached the Village proceed with the next responsive and responsible bidder, American Design Engineering Construction Inc.

Reviewed by Mr. Chad Friedman from Weiss Serota Helfman Cole & Bierman as to form and legal sufficiency.

ORDINANCE NO. 2023-_____

A CAPITAL PROJECT AUTHORIZING ORDINANCE OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING METRO EXPRESS, INC. FOR CONSTRUCTION OF VILLAGE-WIDE STORMWATER DRAINAGE IMPROVEMENTS AND ROADWAY RESURFACING IN AN AMOUNT NOT TO EXCEED \$1,014,229.50; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) desires construction services for stormwater drainage improvements and roadway resurfacing work necessary to maintain existing infrastructure located throughout the Village (the “Capital Project”); and

WHEREAS, on February 24, 2023, the Village issued Invitation to Bid (the “ITB”) No. 2023-04 for construction of the Capital Project; and

WHEREAS, five (5) responsive bids were received by the ITB deadline; and

WHEREAS, after review and evaluation of the submitted bids, the Village Manager recommended that Metro Express, Inc. (the “Contractor”) be selected for construction of the Capital Project as the lowest responsive and responsible bidder; and

WHEREAS, the Village Council desires to select the Contractor for construction of the Capital Project and authorize the Village Manager to execute an agreement, in substantially the form attached hereto as Exhibit “A,” with the Contractor in an amount not to exceed \$1,014,229.50; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:¹

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.

Section 1. Recitals. That the preceding “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Selection. The Village Council hereby selects the Contractor for construction of the Capital Project.

Section 3. Authorization. The Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit A,” for construction of the Capital Project in an amount not to exceed \$1,014,229.50, subject to the Village Attorney’s approval as to form, content, and legal sufficiency. The Village Manager is further authorized to issue a change order for construction of the Project in an amount not to exceed his purchasing authority.

Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the _____ day of _____, 2023.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2023.

JOE I. RASCO
MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2023 (the "Effective Date") by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the "Village"), and **METRO EXPRESS, INC.**, a Florida for-profit corporation (the "Contractor").

WHEREAS, on February 24, 2023, the Village issued Invitation to Bid (the "ITB") No. 2023-04 for construction of Village-wide stormwater drainage improvements and roadway resurfacing (the "Project"), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, the Project consists of the provision of construction work, including all labor, supervision, equipment, supplies, tools, permitting, safety measures, and other related incidentals, necessary within five (5) work areas identified for the Project, as set forth in greater detail in the Scope of Work attached hereto as Exhibit "A"; and

WHEREAS, in response to the Village's solicitation for the Project, Contractor submitted a bid, which bid is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, on _____, 2023, the Village Council adopted Resolution No. 2023-XX, selecting the Contractor's bid for the Project and authorizing the Village Manager to negotiate and execute a contract with the Contractor for construction of the Project; and

WHEREAS, Contractor has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work") including, without limitation as described in the approved plans, drawings and/or specifications attached hereto as Exhibit "A" (the "Plans"), the ITB and any Bidding Documents or procurement documents for the Project, and any other documents incorporated herein by reference and made a part of this Contract as part of the following Project:

STORMWATER DRAINAGE IMPROVEMENTS

AND ROADWAY RESURFACING

2. CONTRACT TIME

2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents and after execution of this Contract.

- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within one hundred eighty (180) calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which Village receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within sixty (60) calendar days from the date specified in the Notice to Proceed ("Final Completion Time")**. The Final Completion date is defined as the date determined by the Village when all Work, including punch list items, has been completed in accordance with the Contract Documents and Contractor has delivered to Village all documentation required herein.
- 2.3. Upon failure of Contractor to substantially complete the Work within the Contract Time, Contractor shall pay to Village the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the Contractor achieves Substantial Completion. Upon failure of Contractor to fully complete the Work and achieve Final Completion within the Final Completion Time, Contractor shall pay to Village the sum of Two Hundred Dollars (\$200.00) for each calendar day after expiration of the Final Completion Time that the Contractor fails to achieve Final Completion up until the date that the Contractor achieves Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.
- 2.4. Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

3. CONTRACT PRICE

- 3.1. Village shall pay to Contractor for the performance of the Work an amount not to exceed **\$1,014,229.50** in accordance with the line items and unit prices included in the Contractor's Bid and Schedule of Bid Items (Pricing), attached hereto as Exhibit "B." This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. Village shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the Village shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify

the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the Village or Village's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as Village shall determine or Village may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that five percent (5%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by Village until final completion and acceptance of the Work by Village. In the event there is a dispute between Contractor and Village concerning a Pay Application, dispute resolution procedures shall be conducted by Village commencing within 45 days of receipt of the disputed Payment Application. The Village shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3. Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the Village for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4. The payment of any Application for Payment by the Village, including the final request for payment, does not constitute approval or acceptance by the Village of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 3.5. Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, Village shall pay the remainder of the Contract Price (including Retainage) as recommended by the Village's Project Consultant and Building Official. Final payment is contingent upon receipt by Village from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6. This Contract is subject to the conditions precedent that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

- 4.1. The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work, consist of this Contract for Construction (including any

change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

5. INDEMNIFICATION

5.1. Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village as an Additional Insured, underwritten

by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

- 6.1.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000.
- 6.1.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.
- 6.1.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 6.1.1.4.** Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.
- 6.1.1.5.** Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the Village with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

6.1.2.1. Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. If required by the Village, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to Village the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by Village and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the

Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to Village.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.1.2. Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.1.3. Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.1.4. Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and 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.

7.1.1.5. Contractor is aware of the general nature of Work to be performed by the Village and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.1.6. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.1.7. Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.1.8. The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all

licenses and permits required for this Project, including Village building permits. If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time or Final Completion Time as specified in Section 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days after sending Contractor a written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

8.2. This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

9. MISCELLANEOUS

9.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2. Contractor's Responsibility for Damages and Accidents.

9.2.1. Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village and shall promptly repair any damage done from any cause.

9.2.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3. Defective Work. Warranty and Guarantee.

9.3.1. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Village or its designee, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the Village prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any

thoroughfare, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the Village Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the Village.

9.5. Examination and Retention of Contractor's Records.

9.5.1. The Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. **No Damages for Delay.** No claim for damages or any claim, other than for an extension of time shall be made or asserted against Village by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the Village.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the

name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the Village, Contractor shall replace the unacceptable personnel with personnel acceptable to the Village.

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to

comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

- 9.12. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 9.13. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. **Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. **Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. **Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.
- 9.17. **Liens.** Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village's reasonable attorneys' fees and costs incurred in connection therewith.

9.18. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19. Waiver of Jury Trial. VILLAGE AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The Village Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the Village.

9.22.3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the Village.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the Village.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: JOCELYN B. KOCH, VILLAGE CLERK, 88 WEST MCINTYRE STREET, KEY BISCAYNE, FL 33149, 305-365-5506, JKOCH@KEYBISCAYNE.FL.GOV.

9.23. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Work shall apply:

9.23.1. First Priority: Change Orders with later date taking precedence;

- 9.23.2. Second Priority: Base Agreement;
- 9.23.3. Third Priority: Exhibit A, "Scope of Work";
- 9.23.4. Fourth Priority: the ITB; and
- 9.23.5. Fifth Priority: Exhibit B, "Contractor's Bid."

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific:

10.2. Preliminary Steps.

10.2.1. **Pre-Construction Conference.** Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the Village, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for each location comprising the Project. The proposed Project schedule must be submitted within ten (10) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or Village as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.3.2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule tracked against the baseline must also be submitted upon execution of each CO that impacts the Contract Time. Failure to submit such schedules will result in the rejection of any submitted payment application.

10.3.3. All Project Schedules must be prepared in Microsoft Project 2007 or earlier unless otherwise approved by the Project Consultant or Village as applicable. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

10.3.4. In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the following two (2) week period. The look-ahead schedule must be provided to the Project Consultant and Village at a regular frequency prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

10.4. Schedule of Values. The Contractor must submit two copies of schedule of values within ten (10) calendar days from the date this Contract is executed by both parties. The schedule of values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit must be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Consultant or Village as applicable may require further breakdown after review of the Contractor's submittal. The Village reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the schedule of values. The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract. The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

10.5. Construction Photographs. Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Village. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Village. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted through a file-sharing site (such as Dropbox) or on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

10.6. Staging Site.

10.6.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Village.

10.6.2. The Village at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Village, the Village assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.6.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the Village as to the use of any office trailer and the placement location for the office trailer.

The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.6.4. Parking. No parking is permitted at a Village provided staging site without the prior written approval of the Village.

10.7. Project Signage. Contractor must furnish and install two (2) Project signs at the Project Site in accordance with the requirements provided by the Project Consultant or the Village as applicable.

10.8. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.9. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and local laws, rules and regulations. No materials will be stored on-site without the prior written approval of the Village.

10.10. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The Village may require an adjustment in price based on any proposed substitution.

10.11. Unsatisfactory Personnel.

10.11.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.11.2. The Village may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Village within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Village will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.12. Contract Modification.

10.12.1. Change Orders.

10.12.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the Village reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Village. The Village reserves the right to order changes, which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.12.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the Village, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The Village may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.12.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.12.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the Village reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the Village directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the Village.

10.12.2. Extension of Contract Time.

10.12.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the

reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.12.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.12.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.12.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.12.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.12.3. Continuing the Work

10.12.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Village, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.13. As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Village and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

10.13.1. Depths of various elements of foundation in relation to finish first floor datum.

10.13.2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.

10.13.3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.

10.13.4. Field changes in dimensions and details.

- 10.13.5. Changes made by Project Consultant's written instructions or by Change Order.
- 10.13.6. Details not on original Contract Drawings.
- 10.13.7. Equipment, conduit, electrical panel locations.
- 10.13.8. Project Consultant's schedule changes according to Contractor's records and shop drawings.
- 10.14. Specifications and Addenda: Legibly mark each section to record:
 - 10.14.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
 - 10.14.2. Changes made by Project Consultant's written instructions or by Change Order.
- 10.15. Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.
 - 10.15.1. As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Village at no additional cost, including digital I (CAD and PDF) versions.
 - 10.15.2. For construction of new building, or building additions, field improvements, and or roadway improvements, as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.
- 10.16. **Record Set.** Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, COs, RFIs, and field directives, as well as all written interpretations and clarifications issued by the Project Consultant, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from COs and/or field directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean, and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Consultant by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.
- 10.17. **Maintenance of Traffic.** Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application,

installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the Village with a proposed MOT plan for review. The Village may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan.

10.18. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

10.19. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAIYNE

CONTRACTOR

By: _____
Steven C. Williamson
Village Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Jocelyn B. Koch
Village Clerk

Entity: **METRO EXPRESS, INC.**

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

Addresses for Notice:
Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Witness #2 Print Name: _____

Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

EXHIBIT "A"
SCOPE OF WORK

EXHIBIT "B"
CONTRACTOR'S BID



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: June 6th, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Professional Engineering from Moffatt & Nichol Ocean Engineering Services for Year 3 (2023) Post Construction Biological and Physical Monitoring Services associated with 2021 VKB Beach Re-nourishment.

RECOMMENDATION

I recommend that Council authorize the Village Manager to execute a work order with Moffatt & Nichol Ocean Engineering, for the permit required post construction biological and physical monitoring associated with the 2021 beach re-nourishment, issued pursuant to the competitively awarded continuing professional engineering services contract for the provision of coastal engineering services. The total fee for these services is an amount not to exceed \$94,711.00. Funding is allocated from the FY23 Adopted Budget and is reimbursable by the Florida Department of Environmental Protection.

BACKGROUND

The scope of services for the Year 3 biological and physical monitoring associated with the 2021 beach re-nourishment was submitted with participation from Moffatt & Nichol's sub consultants, Olin Hydrographic (surveying and mapping) and Smart-Sciences (biological monitoring). Moffatt & Nichol, Inc. ("M&N") provides overall coastal engineering services for the Village related to design and construction of beach renourishment and dune restoration.

M&N worked with the Village and with FEMA to estimate erosion losses due to Hurricane Irma, assisted the Village with an assessment of the beach and assisted in securing funding for the eroded beach volume. The FEMA funds supplemented by State of Florida OEM funds and FDEP funds were used for 2021 beach re-nourishment and the permit requires three consecutive years of post-construction monitoring of the 2021 beach renourishment.

On May 19, 2020, Council approved a beach nourishment project consisting of approximately 31,000 cubic yards of beach compatible sand fill, placed along the Atlantic Ocean within the Village. Compliance with Permit(s) issued for the 2021 beach re-nourishment effort specified three (3) years of post-construction biological and physical monitoring to document any environmental changes resulting from the beach re-nourishment. Biological monitoring must occur during the peak seagrass growing period (July-August) but preferably July given variable weather conditions in later summer months. Year 1 monitoring was successfully completed in August 2021. Year 2



VILLAGE OF KEY BISCAIYNE

monitoring was successfully completed in August 2022. Year 3 post-construction monitoring is being scheduled for completion in July or August 2023.

Moffatt & Nichol has provided a Scope of Services (May 19, 2023), attached as Exhibit "A", pursuant to the Continuing Professional Services Agreement it has with the Village. The scope of services for the project consists of the following tasks:

- Part 1 - 2023 Post Construction Biological Monitoring (year 3 survey and reporting)
- Part 2 - 2023 Post Construction Physical Monitoring (year 3 survey and reporting)
- Part 3 – FDEP Local Government Funding Request

Table 1 Professional Fees

Part	Description	Type	Fee
1	2023 Biological Monitoring		
1a	2023 Biological Monitoring	Lump Sum	\$31,138.00
1b	2023 Biological Monitoring Report	Lump Sum	\$21,054.00
1c	2023 Biological Monitoring Meetings	Hourly, Est.	\$3,160.00
2	2023 Physical Monitoring		
2a	2023 Post-Construction Physical Monitoring Survey	Lump Sum	\$24,113.00
2b	2023 Post-Construction Physical Monitoring Report	Lump Sum	\$7,769.00
2c	2023 Physical Monitoring Meetings	Hourly, Est.	\$989.00
3	Funding Reimbursement Support		
3a	FDEP Local Government Funding Request	Hourly, Est.	\$4,537.00
3b	Beach Funding Meetings/Coordination	Hourly, Est.	\$1,651.00
	Reimbursable Estimate		\$300.00
	TOTAL FEE ESTIMATE		\$94,711.00

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR ENGINEERING, SURVEYING, AND MARINE BIOLOGICAL SERVICES RELATING TO THE BEACH RENOURISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$94,711; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) issued Request for Qualifications No. 2021-08 (“RFQ”) for continuing professional services relating to architecture and engineering services; and

WHEREAS, pursuant to the RFQ, the Village Council selected Moffatt and Nichol, Inc. (the “Consultant”) as one of the consultants to provide continuing professional services relating to architecture and engineering services and authorized the Village Manager to execute an agreement with Consultant; and

WHEREAS, the Village Council requires professional services relating to engineering, surveying, and marine biological services for annual monitoring of the beach renourishment project (the “Services”); and

WHEREAS, the Consultant has provided a proposal, attached hereto as Exhibit “A,” (the “Proposal”) for the Services; and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work order for the Services in an amount not to exceed \$94,711, consistent with the Proposal, attached hereto as Exhibit “A,” and the continuing professional services agreement entered into between the Village and Consultant; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. That the Village Manager is hereby authorized to issue a work order to the Consultant for the Services consistent with the Proposal attached hereto as Exhibit "A" and the continuing professional services agreement in an amount not to exceed \$94,711.00.

Section 3. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



2937 SW 27th Avenue, Suite 101A
Miami, FL 33133

(305) 230-1924
www.moffattnichol.com

May 19, 2023

Mr. Steve Williamson
Village Manager
Village of Key Biscayne
88 West McIntyre Street, Suite 210
Key Biscayne, FL 33149

Via email: swilliamson@keybiscayne.fl.gov

Subject: CONSULTING SERVICES RELATIVE TO THE VILLAGE OF KEY BISCAYNE BEACH RENOURISHMENT, MIAMI-DADE COUNTY, FLORIDA

Dear Mr. Williamson:

This is to submit a proposal for consulting services relative to the Village of Key Biscayne (Village) Beach Renourishment Project (Project). This scope of work includes biological and physical monitoring tasks required in the Summer of 2023 to fulfil environmental permit conditions related to the 2021 renourishment event. The following work tasks outline the scope of services to be performed for the Village by Moffatt and Nichol (M&N):

EXHIBIT "A" – SCOPE OF SERVICES

Part 1 – 2023 Biological Monitoring

The M&N team shall conduct a biological monitoring survey to delineate the approximate western extent of seagrass and a qualitative survey for seagrass in accordance with the Biological Monitoring Plan (BMP) for the 2021 Village of Key Biscayne Beach Renourishment Project revised August 3, 2020. The survey limits are from FDEP survey control monuments R-102 through R-108 with control areas south of R-110 and north of R-100 and shall follow the methodology for marine benthic surveying based on the National Marine Fisheries Service (NMFS) Recommendations for Sampling *Halophila Johnsonii* at a Project Site (NMFS, 2002), using the "large area" protocol and consistent with past survey methods using the Braun Blanquet (BB) technique.

The western seagrass edge mapping shall occur adjacent to the re-nourishment area between FDEP survey control monuments R-102 and R-108. Approximately 5,425 feet (1,654 meters) of shoreline shall be surveyed to locate the western extent of the submerged aquatic vegetation (SAV). The western edge shall be delineated and recorded using Differential Global Positioning System (DGPS) for analysis and mapping purposes.

Snorkeling and SCUBA will be utilized for all transects and shoreline delineation. Tidal conditions may influence the pace at which the effort can be accomplished. Should adverse conditions be encountered, additional time may be required. This would be necessary if extreme tides, Village events, excessive sargassum, marine/pedestrian traffic, and/or poor visibility are encountered, which would make surveying this area dangerous and pose a safety risk to staff. Please note that additional time if required to survey these areas shall require additional fees.

- a. **2023 Biological Monitoring:** M&N will coordinate with Smart-Sciences, Olin Hydrographic Solutions, Inc., and the county, state and federal regulatory agencies relative to the biological monitoring event to be conducted in the summer of 2023, as well as perform associated analysis and reporting. July is noted as the preferred month for completion of the biological survey fieldwork in the FDEP-approved BMP dated August 3, 2020; however, within the timeframe of June 1st to September 30th is acceptable. M&N will coordinate with Smart-Sciences and the regulatory agencies relative to data collection methodology and analysis scope based on the updated FDEP-approved BMP. Miami-Dade County DERM requires a summer 2023 post-construction monitoring survey and report with comparison to the 2020 pre-construction data set.
- b. **2023 Biological Monitoring Report:** M&N will coordinate with Smart-Sciences for the drafting of the Biological Monitoring Report, and the report will be reviewed by M&N scientists. The final monitoring report will be produced and submitted by Smart-Sciences directly to the agencies. M&N will assist in organizing the pertinent submittals to each agency, per their pre-construction and/or post-construction reporting requirements.
- c. **2023 Biological Monitoring Meetings:** M&N will participate in conference calls and meetings as requested by the regulatory agencies and/or directed by the Village to review the post-construction monitoring/pre-construction biological survey schedule and process and to address any questions or concerns. Approximately fourteen (14) hours are budgeted for this effort.

Part 2 – 2023 Physical Monitoring

- a. **2023 Post-Construction Physical Monitoring Surveys:** M&N will work with our subconsultant, Olin Hydrographic Solutions, to prepare for and execute the 2023 Post-Construction Physical Monitoring survey required as a condition of the beach renourishment environmental permits.

The surveys will be conducted at FDEP reference monuments and at 500-foot intervals between R-100 and R-113 per FDEP and Corps permit requirements, which includes the Project area and the updrift and downdrift areas. A total of twenty-seven (27) beach profiles will be obtained with topographic survey equipment from the R-monument out to wading depth. Hydrographic surveys will extend at least 3,000 feet seaward of the monument and

out to -30 feet (NAVD 88), whichever is reached first, as required by FDEP permit conditions and the FDEP “Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.”

M&N will review the following deliverables to be produced by the survey subconsultant and will submit them to the FDEP in fulfillment of the permit conditions:

- *Survey Report – signed/sealed by a Florida Professional Surveyor/Mapper*
- *ASCII file containing raw x, y, and z profile data points.*
- *ASCII files containing the profile data processed into the FDEP format.*
- *Monument Information Report*
- *Complete federally compliant metadata file (Federal Geographic Data Committee)*
- *Copies of all standard field books, all computation and reduction files*

- b. 2023 Post-Construction Physical Monitoring Report:** M&N will prepare an engineering report that will include the pre/post-construction beach profile data collected by the contractor to prepare the as-built survey for the Project. The report will summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report will include a comparative review of project performance to performance expectations and identification of any adverse impacts attributable to the project. The appendices of the report will include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. The results will be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction. The report will be compiled and distributed to the environmental regulatory agencies for permit compliance within 90 days following the monitoring survey.

Deliverable: Physical Monitoring Coastal Engineering Report (signed/sealed by a Florida Professional Engineer)

- c. 2023 Physical Monitoring Meetings:** M&N will participate in conference calls and meetings as requested by the regulatory agencies and/or directed by the Village to review the pre-construction physical survey scope, schedule or other aspects of the process and to address any questions or concerns. Approximately twelve (12) hours are budgeted for this effort.

Part 3 – Funding Reimbursement Support

- a. FDEP Local Government Funding Request (LGFR):** M&N will prepare a FDEP LGFR for the 2024/2025 fiscal year for the Project. The Village will provide information regarding available municipal beach management support staff and a Resolution noting support of the Project, willingness to serve as local sponsor, ability to provide the local cost share, and identification of a dedicated funding source. The Village will provide M&N with available data regarding public beach access and parking spaces, location of public restrooms in proximity to the

beach, location of public lodging establishments and land use information. M&N will utilize Project drawings along with permitting, design, construction administration, and monitoring costs associated with the 2021 truck haul nourishment for submittal with the LGFR, as well as the proposed plan for the 2024 nourishment. M&N will compile the necessary data and submit the scope of work, schedule, contract copies and other required exhibits to the FDEP Beach Management Assistance Funding Program in support of this funding request.

- b. Beach Funding Meetings/Coordination:** M&N will coordinate with the Village staff and other Project team members relative to the preparation of reimbursement requests, billing workbooks, or other documentation needed in order to request reimbursements from the FDEP Beach Management Funding Program. M&N will participate in Council meetings, telephone conference calls, and other meetings as authorized by the Village relative to the beach funding program. A budget of approximately fifteen (15) hours for consulting is provided, based on the hourly rates.

GENERAL

Contract Terms

This proposal is subject to the contract terms within the “Agreement” dated October 13, 2021 with the Village. While we make every effort to keep our fees within estimates quoted, additional costs may be incurred due to circumstances beyond our immediate control, including but not limited to, rule or procedural changes, Project team or agency staff delays, and legal actions.

Schedule

The schedule for the Year 3 post-construction monitoring/permit compliance consulting services is approximately four (4) months, although the regulatory agencies sometimes take up to 1 year to review the submitted reports.

Professional Fees and Expenses

Professional Fees are summarized in Table 1. Expenses will be invoiced at cost and are estimated at \$300.

If you wish for us to provide these services, please provide a work order in the standard format for this Project, which will serve as our Authorization to Proceed. Should you have any questions regarding this proposal, please do not hesitate to contact Mario Grune at (786) 725-4188 or mgrune@moffattnichol.com or me at (786) 725-4180 or tblankenship@moffattnichol.com.

Sincerely,
Moffatt & Nichol, Inc.



T. K. Blankenship, P.E.
Vice President

TKB:AJC

Enclosure: Attachment 1

Table 1 Professional Fees

Part	Description	Type	Fee
1	2022 Biological Monitoring		
1a	2022 Biological Monitoring	Lump Sum	\$31,138.00
1b	2022 Biological Monitoring Report	Lump Sum	\$21,054.00
1c	2022 Biological Monitoring Meetings	Hourly, Est.	\$3,160.00
2	2022 Physical Monitoring		
2a	2022 Post-Construction Physical Monitoring Survey	Lump Sum	\$24,113.00
2b	2022 Post-Construction Physical Monitoring Report	Lump Sum	\$7,769.00
2c	2022 Physical Monitoring Meetings	Hourly, Est.	\$989.00
3	Funding Reimbursement Support		
3a	FDEP Local Government Funding Request	Hourly, Est.	\$4,537.00
3b	Beach Funding Meetings/Coordination	Hourly, Est.	\$1,651.00
	Reimbursable Estimate		\$300.00
	TOTAL FEE ESTIMATE		\$94,711.00

Attachment 1



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: June 6th, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Professional engineering services from Moffatt & Nichol Ocean Engineering for design of the emergency interim beach renourishment to address shoreline impacts from hurricanes Ian and Nicole.

RECOMMENDATION

I recommend that Council authorize the Village Manager to execute a work order with Moffatt & Nichol Ocean Engineering for the design of an emergency interim beach renourishment to address shoreline erosion impacts from hurricanes Ian and Nicole, issued pursuant to the competitively awarded continuing professional engineering services contract for the provision of coastal engineering services. The total fee for these services is an amount not to exceed \$78,976.00 contingent on the receipt of appropriations funding from the state legislature and the Florida Department of Environmental Protection beach management program.

BACKGROUND

On September 30, 2022, the Village of Key Biscayne experienced unusually high surf conditions resulting from hurricane Ian as it re-entered the Atlantic Ocean on its way to a second landfall in South Carolina. The impact from hurricane Ian was quickly followed by another high surf event on November 9, 2022, resulting from hurricane Nicole. The resulting beach in the Village of Key Biscayne has a greatly altered profile compared to the beach after having been renourished in 2021 and the shoreline position at mean high water (MHW) shows an overall shoreline retreat. The most significant shoreline recession was observed between the Grand Bay Club and the Ocean Club. As a result the significant observed effects that hurricanes Ian and Nicole had on Key Biscayne beach, Village staff submitted a request for funds from the state legislature to undertake a limited emergency beach renourishment to replace lost sand in the area that suffered the most from shoreline recession.

The scope of work was prepared by Moffatt & Nichol, Inc. (“M&N”) who provides overall coastal engineering services for the Village related to design and construction of beach renourishment and dune restoration and M&N designed both the 2017 and 2021 beach renourishments. M&N worked with the Village to estimate total erosion losses due to hurricanes Ian and Nicole, assisted the Village with an assessment of the beach and assisted in securing funding for the eroded beach volume. A truck haul beach renourishment consisting of approximately ~16,400 cubic yards (cy) within the authorized template between Florida Department of Environmental Protection (FDEP)



VILLAGE OF KEY BISCAIYNE

reference monuments R-101+75 and R-105+50 is being proposed to remedy the observed shoreline recession. Engineering design and environmental permitting tasks are required for implementation of the Project. The following work tasks outline the design and environmental permitting that must be completed to effectuate the truck haul interim beach renourishment.

Moffatt & Nichol has provided a Scope of Services (May 22, 2023), attached as Exhibit "A", pursuant to the Continuing Professional Services Agreement it has with the Village. The scope of services for the project consists of the following tasks:

- Part 1 – Coastal Permitting (\$38,146.25)
- Part 2 – Beach Fill Event Meetings (\$5,951.00)
- Part 3 – Construction Plans (\$32,494.75)
- Part 4 – Funding Administration Support (\$2,384.00)

Table 1 Professional Fees

Part	Description	Type	Fee
1	Coastal Permitting		
1a	Beach Fill Event Authorization Requests	Lump Sum	\$4,997.00
1b	Sand Compatibility Analysis (if required)	T&M	\$6,751.50
1c	FDEP Processing	Lump Sum	\$7,499.25
1d	Miami-Dade DERM Processing	Lump Sum	\$7,499.25
1e	Corps Processing	Lump Sum	\$7,499.25
1f	Agency Pre-Construction Meetings	Lump Sum	\$3,900.00
2	Beach Fill Event Meetings	T&M	\$5,951.00
3	Construction Plans		
3a	Coastal Engineering Analysis	Lump Sum	\$11,997.00
3b	Construction Plans	Lump Sum	\$14,500.00
3c	Technical Specifications	Lump Sum	\$5,997.75
4	Funding Administration Support	T&M	\$2,184.00
	Reimbursable Estimate		\$200.00
	TOTAL FEE ESTIMATE		\$78,976.00

RESOLUTION NO. 2023- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE A WORK ORDER TO MOFFATT & NICHOL, INC. FOR ENGINEERING DESIGN AND ENVIRONMENTAL PERMITTING SERVICES FOR THE DESIGN OF AN EMERGENCY INTERIM BEACH RENOURISHMENT TO ADDRESS SHORELINE IMPACTS FROM HURRICANE IAN AND HURRICANE NICOLE IN AN AMOUNT NOT TO EXCEED \$78,976; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (“Village”) currently maintains and preserves the beaches within the Village through beach renourishment projects (the “Projects”); and

WHEREAS, the Village currently holds three permits from the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection (FDEP), and the Miami-Dade County Division of Environmental Resources Management (DERM) that allow the Village to perform beach nourishment activities for the Projects (the “Permits”); and

WHEREAS, the Village applied for funding from the FDEP Beach Management Funding Assistance Program for limited, emergency beach renourishment project to address shoreline erosion impacts from Hurricane Ian and Hurricane Nicole (the “Project”); and

WHEREAS, the Village requires engineering design and environmental permitting services (the “Services”) for the Project; and

WHEREAS, on October 13, 2021, the Village entered into a continuing professional service agreement with Moffatt and Nichol, Inc. (the “Consultant”) for continuing architectural and engineering services; and

WHEREAS, the Consultant has provided a proposal, attached hereto as Exhibit “A,” (the “Proposal”) to provide the Services for the Project; and

WHEREAS, the Village Council desires to authorize the Village Manager to issue a work

order to the Consultant for the Services in an amount not to exceed \$78,976, consistent with the Proposal, attached hereto as Exhibit “A,” and the continuing professional services agreement entered into between the Village and Consultant, subject to the allocation of funding under the State of Florida Fiscal Year 2023/2024 budget for the FDEP Beach Management Funding Assistance Program; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authorization.** That Village Manager is hereby authorized to issue a work order to the Consultant for the Services consistent with the Proposal attached hereto as Exhibit “A” and the continuing professional services agreement in an amount not to exceed \$78,976, subject to the allocation of funding under the State of Florida Fiscal Year 2023/2024 budget for the FDEP Beach Management Funding Assistance Program

Section 3. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY



2937 SW 27th Avenue, Suite 101A
Miami, FL 33133

(305) 230-1924
www.moffattnichol.com

210149/11

May 22, 2023

Mr. Steve Williamson
Village Manager
Village of Key Biscayne
88 West McIntyre Street, Suite 210
Key Biscayne, FL 33149

Via email: swilliamson@keybiscayne.fl.gov

**Subject: CONSULTING SERVICES RELATIVE TO THE VILLAGE OF KEY BISCAYNE
EMERGENCY BEACH RENOURISHMENT – MIAMI-DADE COUNTY, FLORIDA**

Dear Mr. Williamson:

This is to submit a proposal for consulting services relative to the proposed 2023/2024 Village of Key Biscayne Emergency Beach Renourishment Project (Project). Moffatt & Nichol (M&N) worked with the Village of Key Biscayne (Village) and with FEMA to estimate erosion losses due to Hurricanes Ian and Nicole. M&N assisted the Village with an assessment of the beach after the hurricanes and assisted with securing funding from the Florida Department of Environmental Protection (FDEP) for the eroded beach volume. A truck haul beach renourishment consisting of approximately 16,400 cubic yards (cy) within the authorized template between Florida Department of Environmental Protection (FDEP) reference monuments R-101+75 and R-105+50 is proposed. Engineering design and environmental permitting tasks are required for implementation of the Project. The following work tasks outline the design and environmental permitting scopes of work for the proposed truck haul renourishment event to be performed for the Village by M&N:

EXHIBIT "A" – SCOPE OF SERVICES

Part 1 – Coastal Permitting

Assumptions/Conditions: It is assumed that no permit modifications are required and the construction will comply with all permit conditions. It is assumed that no change in beach access/staging location will be proposed and the contractor will secure required Right-of-Way permits from the Village. It is assumed the following previously approved sand mines are acceptable for this Project and that sand compliance will be verified through QA/QC during construction.

- Ortona mines in Central Florida

- Vulcan Witherspoon Sand Plant in Moore Haven, Florida
- Garcia Mines in Lehigh Acres, Florida

The level of effort required to secure beach maintenance event authorizations with the environmental permitting agencies may ultimately be affected by several external variables, such as potential environmental resource impact concerns and associated agency Requests for Additional Information (RAI), additional Endangered Species Act compliance consultation requirements, compliance issues related to previous beach renourishment events, public questions/comments, etc. Agency staff workload may also affect the time and level of effort required to secure Project authorizations to proceed. Permit compliance/administration will be provided under a separate scope of services upon confirmation of special conditions for the proposed beach fill event.

- Beach Fill Event Authorization Requests:** M&N will prepare and submit letters requesting emergency beach fill event authorization under Florida Department of Environmental Protection (FDEP) Permit No. 0160846-JC, U.S. Army Corps of Engineers (Corps) Permit No. 199904294 (IP-AG) and Miami-Dade County Division of Environmental Resources Management (DERM) Permit No. 2010-CLI-PER-00088, as required for authorization of the proposed Project. The Beach Fill Construction Documents and additional Project information regarding construction methodology, schedule, etc. will be included with the requests. Meetings required with the Village and/or agency staff will be provided under Part 2 services.
- Sand Compatibility Analysis (if required):** If it is required by one or more regulatory agency for the current in-situ sand on the Village's beaches to be analysed for compatibility with the one or more of the three (3) authorized upland mined sand sources, M&N staff will collect up to eight (8) in-situ sand samples and submit them to a qualified geotechnical laboratory for analysis in accordance with standard regulatory agency beach sand characterization criteria. M&N will coordinate with the geotechnical lab regarding format of reporting for the analysis. If required, M&N will write a Project/site-specific beach compatibility opinion letter for submittal to the permitting agencies in support of the requested additional sand source approvals based on the in-situ sample lab results and sand characterization data provided by the subject mines. If the regulatory agencies require collection and analysis of a greater number of samples for any reason, the Client will be advised regarding additional scope/cost and these will be addressed under an addendum scope of services.
- FDEP Processing:** M&N will confer with FDEP staff following submittal of the renourishment event authorization request to advise them of the details of the Project design and to address staff comments or RAIs. This scope includes responding to one (1) comprehensive FDEP RAI regarding the Project. M&N will maintain telephone contact with agency staff, including the FDEP and FWC, if required, to expedite their review and processing of the authorization request. M&N will confer with the Village as to questions, revisions, or additional items that may be required by agency staff. M&N will represent the proposed Project before agency staff to assist the Village in securing FDEP approval for the maintenance event. This fee

estimate provides for approximately 48 hours (will vary according to staff rate; see Rate Sheet) of authorization processing coordination. Meetings required with the Village and/or agency staff will be provided under Part 2 services.

- d. **Miami-Dade DERM Processing:** M&N will confer with DERM staff following submittal of the renourishment event authorization request to advise them of the details of the Project and to address staff comments or Completeness Summaries (CS). This scope assumes responding to one (1) comprehensive DERM CS regarding the Project. M&N will maintain telephone contact with agency staff to expedite their review and processing of the permit modification. M&N will confer with the Village as to questions, revisions, or additional items that may be required by agency staff. M&N will represent the proposed Project before agency staff to assist the Village in securing a DERM approval for the maintenance event. This fee estimate provides for approximately 48 hours (will vary according to staff rate; see Rate Sheet) of authorization processing coordination. Meetings required with the Village and/or agency staff will be provided under Part 2 services.
- e. **U.S. Army Corps of Engineers Processing:** M&N will confer with Corps staff following submittal of the renourishment event authorization request to advise them of the details of the Project and to address staff comments or RAIs. This scope includes responding to one (1) comprehensive Corps RAI regarding the Project. M&N will maintain telephone contact with agency staff, including the Corps, NMFS and the FWS to expedite their review and processing of the permit application. M&N will confer with the Village as to questions, revisions, or additional items that may be required by agency staff. M&N will represent the proposed Project before agency staff to assist the Village in securing Corps approval for the maintenance event. This fee estimate provides for approximately 48 hours (will vary according to staff rate; see Rate Sheet) of authorization processing coordination. Meetings required with the Village and/or agency staff will be provided under Part 2 services.
- f. **Agency Pre-Construction Meetings:** As required in the permit conditions, M&N staff will coordinate agency pre-construction meetings with appropriate attendees to review the permit scopes/conditions, Project schedule and other logistical items to support compliance with permit conditions during construction. This scope of work includes one (1) onsite pre-construction meeting with Miami-Dade County DERM staff and the Miami-Dade County marine turtle permit holder. This task is one (1) pre-construction teleconference with FDEP and FWC staff. Corps staff may participate in either the onsite meeting or the teleconference, at their discretion. This fee estimate provides for approximately 18 hours (will vary according to staff rate; see Rate Sheet) of consulting services. Additional meetings required with the Village and/or agency staff will be provided under Part 2 services. Other permit compliance items will be addressed under a separate scope of services.

Part 2 – Beach Fill Event Meetings

M&N will attend meetings related to the Project as authorized by the Village. Meetings may

include attendance at Commission meetings, meetings with Town staff and meetings with local, state and federal agencies. These meetings will be provided on an hourly basis in accordance with the approved Rate Sheet; approximately 30 hours (will vary according to staff rate; see Rate Sheet) are budgeted.

Part 3 – Construction Plans

- a. **Coastal Engineering Analysis:** Based on the design, M&N will evaluate the Equilibrium Toe of Fill (ETOF) and optimize the Project design to avoid impacts to nearshore ecological resources based upon the anticipated fill volume. The FDEP requires the ETOF analysis to be performed utilizing two (2) accepted industry methods: 1) Profile Translation and 2) Modified Dean method. The Dean method will incorporate sand properties from both the existing beach sand and the proposed upland sand source. The ETOF will be evaluated based upon the most recent available seagrass edge data. The fill templates will be further refined based on the analysis results. The methods and results of the modeling will be incorporated into a coastal engineering report defining the ETOF for the Project area, which will be submitted to the agencies as part of the permitting process. If additional modeling iterations are required by the agencies, this will be addressed pursuant to an addendum scope of services.

Deliverables: ETOF Coastal Engineering Report

- b. **Construction Plans:** M&N will complete the coastal engineering design for the Project and prepare construction plans using the documented storm erosion volume of 16,400 cy and with reference to summer 2023 survey data. To save costs, M&N will utilize the physical and biological monitoring data to be collected in the summer under separate scope, so additional surveys will not be conducted. The construction plans will be consistent with the design authorized under the current active environmental agency permits. The construction plans will include a construction baseline, fill template, cross-sections, staging/access and details. The dune(s) will be designed for fill placement. No dune planting will be performed in conjunction with this Project. The construction plans will also reference special permit conditions, as appropriate. The construction plans will be signed and sealed by a licensed Florida Professional Engineer for submittal.

Deliverables: Construction Plans at 90% and 100% levels of completion, 22" X 34" sheets - PDF

- c. **Technical Specifications:** M&N will provide Construction Specifications Institute (CSI) Technical Specifications for beach nourishment and specifications for applicable marine environmental sections. In addition, a form with estimated construction quantities will be provided along with recommended contractor qualifications. The specifications will be provided in PDF format, with following sections anticipated.

- Summary of Work

- Measurement and Payment
- Beach Fill Placement – Contractor Quality Control
- Environmental Protection
- Turbidity Monitoring
- Vibration Monitoring Requirements for Existing Structures
- Beach Fill

Deliverables: Technical Specifications- PDF

Part 4 – Funding Administration Support

M&N will provide support to the Village relative to funding administration for the Project. Approximately 15 hours (will vary according to staff rate; see Rate Sheet) of consulting services are budgeted.

GENERAL

Bidding and Construction Administration

As the coastal permitting process is nearing completion, M&N will work with the Village to assist with the implementation of the beach fill event. A scope of services with professional fees will be developed once the schedule for the next nourishment project is further refined.

Schedule

The schedule for the design and permitting services is approximately six (6) months, although the schedule is dependent on the authorization timeframes with the regulatory agencies and timing of the contract bid/award process for the preconstruction meetings. Engineering design and contract document preparation will proceed either ahead of or concurrently with the construction bid process, which may be completed prior to issuance of final permits.

Professional Fees and Expenses

Professional Fees are summarized in Table 1. While we make every effort to keep our fees within estimates quoted, additional costs may be incurred due to circumstances beyond our immediate control, including but not limited to, rule or procedural changes, Project team or agency staff delays, and legal actions. Expenses will be invoiced at cost and are estimated at \$200.

Contract Terms

This proposal is subject to the contract terms within the “Agreement” with the Village dated October 13, 2021.

If you wish for us to provide these services, please issue a work order referencing our existing services contract which will serve as our Authorization to Proceed. Should you have any questions regarding this proposal, please do not hesitate to contact Mario Grune at (786) 725-4188 or mgrune@moffattnichol.com; or me at (786) 725-4180 or tblankenship@moffattnichol.com.

Sincerely,
Moffatt & Nichol, Inc.

A handwritten signature in blue ink that reads "T. K. Blankenship". The signature is written in a cursive style with a large initial "T" and "K".

T. K. Blankenship, P.E.
Vice President

TKB:MG:ac

Enclosure

Table 1 Professional Fees

Part	Description	Type	Fee
1	Coastal Permitting		
1a	Beach Fill Event Authorization Requests	Lump Sum	\$4,997.00
1b	Sand Compatibility Analysis (if required)	T&M	\$6,751.50
1c	FDEP Processing	Lump Sum	\$7,499.25
1d	Miami-Dade DERM Processing	Lump Sum	\$7,499.25
1e	Corps Processing	Lump Sum	\$7,499.25
1f	Agency Pre-Construction Meetings	Lump Sum	\$3,900.00
2	Beach Fill Event Meetings	T&M	\$5,951.00
3	Construction Plans		
3a	Coastal Engineering Analysis	Lump Sum	\$11,997.00
3b	Construction Plans	Lump Sum	\$14,500.00
3c	Technical Specifications	Lump Sum	\$5,997.75
4	Funding Administration Support	T&M	\$2,184.00
	Reimbursable Estimate		\$200.00
	TOTAL FEE ESTIMATE		\$78,976.00

Attachment 1



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

DATE: June 6, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Procurement Recommendation to Award for RFP No. 2023-08 – Custodial Services

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate an agreement with Coastal Building Maintenance Inc. (the “Contractor”), the highest ranked proposal for Village-wide Custodial Services. The proposed agreement will be for an initial three (3) year term with three (3) optional one-year extensions.

BACKGROUND

RFP Development:

The Village has been in an existing service agreement Coastal Building Maintenance Inc. for Facilities Maintenance & Custodial Services since January 2003. The contract was renewed annually with standard market rate increases. In 2022, the contractor sought an increase due to escalation costs related to impacts of COVID 19. As the Village and the contractor were unable to agree on an approved rate, the decision was made to put the contract out for bid (with the support of the Council).

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

Scope of Work:

A comprehensive scope of services was developed to focus solely on custodial services removing the facilities maintenance component.

The RFP scope included all labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals required to perform the complete applicable health and sanitation standards to support the Village’s goals and needs relative to sanitation, public relations, and maintenance of the physical facilities.

The Village issued an RFP on March 14, 2023. The RFP was posted to the Village’s website and Notice Board, DemandStar and Miami Herald. A mandatory pre-bid meeting was held for interested vendors where a bid summary was given.



VILLAGE OF KEY BISCAINE

To qualify for award, prospective Proposers were required to:

- A. Have at least five (5) years of continuous operation under the same name providing similar services prior to the issuance of the RFP.
- B. Business must be under the same name for a minimum of five (5) years.
- C. Have a branch office in Miami-Dade, Broward or Palm Beach County, Florida.
- D. Have a clean judicial record and references.
- E. Be a licensed contractor/business in the State of Florida.
- F. Demonstrate financial stability.

Evaluation and Ranking Process:

On April 13, 2023, five (5) proposals were received from the following firms:

No.	Proposer	Total FTE (Full Time Employee)	Cost Per FTE	Total Cost
1.	C&W Facility Services Inc.	11	\$ 49,118.17	\$ 540,299.83
2.	CleanSpace Inc.	8	\$ 58,316.98	\$466,535.87
3.	Costal Building Maintenance Inc.	11.8	\$ 37,595.93	\$ 443,632.00
4.	SkyShine Enterprises LLC.	9	\$ 48,476.94	\$ 436,292.49
5.	Southern Cleaning Service Inc.	9	\$ 50,277.78	\$ 452,500.00

The Evaluation Committee comprised of the following Village staff:

- 1. Angel Blanco – Public Works Superintendent
- 2. Daniel Valdes – Police Department
- 3. Marcos Osorio – Deputy Chief, Fire Rescue
- 4. Jocelyne Moussavou – Chief of Staff
- 5. Todd Hofferberth – Director of Parks, Recreation, and Open Spaces

Procurement performed a due diligence review of the proposals and found all five responsive, with no material defects in their proposals, nor in the Proposers’ qualifications. Each Proposer has been in business for more than five years, they are appropriately licensed to do the work, and provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

The Evaluation Committee were provided with the proposals and on April 26, 2023, met to discuss, review, score and rank the proposals. Once the technical scores were finalized, the cost scores for each firm were added and a ranking was established as follows:



VILLAGE OF KEY BISCAIYNE

Committee Member	C&W Facility Services Inc.		CleanSpace Inc.		Coastal Building Maintenance Inc.		SkyShine Enterprises LLC.		Southern Cleaning Service Inc.	
	Scores	Rank	Scores	Rank	Scores	Rank	Scores	Rank	Score	Rank
Angel Blanco	90.60	2	84.20	3	97.40	1	83.00	4	52.60	5
Daniel Valdes	69.60	4	81.20	3	89.40	2	93.00	1	53.60	5
Marcos Osorio	66.60	4	71.20	3	74.40	2	79.00	1	43.60	5
Jocelyne Moussavou	69.60	4	74.20	3	77.40	2	81.00	1	50.60	5
Todd Hofferberth	81.60	3	75.20	4	94.40	1	91.00	2	55.60	5
Total Scores and Ranking	378	17	386	16	433	8	427	9	256	25
Final Ranking	4		3		1		2		5	

Value Analysis:

Existing Service Agreement:

As per the current service agreement, the Village pays **\$423,036.00** annually for labor costs associated with Facility maintenance and custodial services (consumable supplies are billed separately and vary monthly)

Future Service Agreement with #1 Ranked Proposer:

Coastal Building Maintenance, Inc. is the #1 ranked proposer with total bid price of \$443,632.00.

Recommendation:

Based on the Evaluation Committee's ranking, it is recommended that the Village Manager execute a contract, substantially in the form attached as Exhibit A, with the top ranked Proposer Coastal Building Maintenance Inc. for the following reasons:

Scored the highest, 433 points out of 500, and ranked No. 1 among the committee members.

The most efficient with its resources.

The proposal was thorough and currently services the Village.

Most of the references came in very satisfied / exceeded expectations.

In the event an agreement cannot be reached with the top ranked Proposer, it is further recommended that the Village Manager terminate negotiations with that firm and proceed with negotiations with each of the next highest-ranked Proposers in order until an agreement can be reached.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING COASTAL BUILDING MAINTENANCE, INC. FOR CUSTODIAL SERVICES PURSUANT TO REQUEST FOR PROPOSAL NO. 2023-08 IN AN AMOUNT NOT TO EXCEED ANNUALLY \$443,632.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) issued Request for Proposal No. 2023-08 (the “RFP”) for custodial services (the “Services”); and

WHEREAS, five sealed proposals were received by the RFP deadline; and

WHEREAS, on April 26, 2023, an Evaluation Committee appointed by the Village Manager evaluated the proposals and ranked Coastal Building Maintenance Inc. (the “Contractor”) as the highest ranked firm; and

WHEREAS, the Village Manager recommended that the Contractor be selected to provide the Services as further provided in the Staff Memorandum supporting this Resolution; and

WHEREAS, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and enter into an agreement with the Contractor in an amount not to exceed \$443,632.00 annually consistent with the Contractor’s proposal attached hereto as Exhibit “A;” and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Selection.** That the Village Council hereby selects the Contractor for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager, to negotiate and execute an agreement with Contractor in an amount not to exceed \$443,632.00 annually, consistent with the proposal attached hereto as Exhibit “A,” and subject to the Village Attorney’s approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking, as provided in the Staff Memorandum supporting this Resolution, until an agreement in the best interest of the Village is reached

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

Coastal Building Maintenance Inc. Proposal for RFP 2023-08

EXHIBIT A



8651 NW 70TH ST, MIAMI, FL 33166
Phone 305-681-6100 Fax 305-681-3584

April 12, 2023

Village of Key Biscayne
Procurement Department
Attn: Daren Jairam
Procurement Officer
88 West McIntyre Street
Key Biscayne, FL 33149

**RE: REQUEST FOR PROPOSALS
NO. 2023-08
CUSTODIAL SERVICES**

Dear Mr. Jairam

Enclosed, please find our comprehensive response to your Request for Proposals, referenced above.

We are deeply grateful for the 20+ year service partnership that CBM has had with the Village of Key Biscayne. From humble beginnings, our service offering has expanded over the years to its present iteration. We appreciate the opportunity to participate in this RFP process and are hopeful that we will continue to service the Key Biscayne community.

We have made every effort to answer and address all pertinent aspects of the RFP. I look forward to discussing our response and answering any questions during the next phase of the Village's evaluation process.

Best regards,


Matt Sullivan
President
msullivan@cbmflorida.com
Ext. 1002



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Financial Stability/Statements - RFP RESPONSE PG # 79 (ATTACHED THEREAFTER)

Please find non-audited financial statements containing a balance sheet, an income statement, and statements of cash flow, plus tax returns for the past 2 years filed.

SECTION 6. FORMS, AFFIDAVITS, AND ATTACHMENTS

FORM 1 **RESPONSE CHECKLIST**

- Form 1: Response Checklist
- Form 2: Addendum Acknowledgment
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
 - Form 3A: Certificate of Authority (for Corporations or Partnerships)
 - Form 3B: Certificate of Authority (for Individuals)
- Form 4: Proposer’s Statement of Organization
- Form 5: References
- Form 6: Affidavits
 - Form 6A: Single Execution Affidavits
 - Form 6B: Independence Affidavit
 - Form 6C: Non-Collusion Affidavit
- Form 7: Drug Free Workplace
- Form 8: Certification to Accuracy of Proposal
- Form 9: Scrutinized Companies
- Form 10: Public Entity Crimes
- Form 11: Dispute Disclosure
- Form 12: List of Proposed Subcontractors
- Form 13: Securities
 - Form 13D: Performance and Payment Security
- Form 14: Certificate of Insurance
- Form 15: Company Qualification Questionnaire

ATTACHMENTS

- A: Draft Contract

EXHIBITS

- A: Scope of Services
- B: Fee Schedule/Price Proposal
- C: Transition Plan
- D: Custodial Service Frequencies
- E: Performance Evaluation Criteria
- F: Certificate of Insurance

FORM 2
ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
CUSTODIAL SERVICES
Solicitation No.:
RFP # 2023-08

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. 1 , Dated 3/31/2023
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

No Addendum issued for this Solicitation

Firm's Name: Coastal Building Maintenance (CBM)

Authorized Representative's Name: Matt Sullivan

Title: President

Email: msullivan@cbmforida.com

Phone Number: 305.681.6100

Authorized Signature: 

FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
Coastal Building Maintenance (CBM)

_____ a business existing under the laws of the State of Florida, (the
"Entity") held on April 6, 2023, the following resolution was duly
passed and adopted:

"RESOLVED, that, Matt Sullivan, as _____
President of the Entity, be and is hereby authorized to
execute this Proposal dated April 13, 2023, on
behalf of the Entity and submit this Proposal to the Village of Key
Biscayne, and this Entity and the execution of this Certificate of Authority,
attested to by the Secretary of the Corporation, and with the Entity's Seal
affixed, will be the official act and deed of this Entity."

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 Entity

this 6th day of April, 2023.

Vice Pres: _____

Print Name: Jeff Noyes

President: _____

Print Name: Matt Sullivan

(Seal)



FORM 4

PROPOSER’S STATEMENT OF ORGANIZATION

1. Full Name of Proposer: Coastal Building Maintenance, Inc.

2. Principal Business Address, Phone and Email Address:
8651 NW 70th St.
Miami, FL 33166
PH: 305.681.6100

3. Principal Contact Person(s):
Matt Sullivan, President msullivan@cbmflorida.com
Jeff Noyes, Vice President jnoyes@cbmflorida.com

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):
Corporation

A. If a corporation, in what state incorporated: Florida

B. Date Incorporated: October 14, 1996

C. Federal ID Number (EIN) 65-0700605

D. If a joint Venture or Partnership, date of Agreement: N/A

E. Name and address of all partners (state whether general or limited partnership): N/A

F. If other than a corporation or partnership describe, organization and name of principals. N/A

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
<u>Matt Sullivan</u>	<u>President</u>
<u>Jeff Noyes</u>	<u>Vice President</u>

6. Indicate the number of years’ proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 50 Years

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. <u>N/A</u>		
B.		
C.		

- D. _____
8. Outline specific areas of responsibility for each entity listed in Question 7.
- A. N/A
- B. _____
- C. _____
- D. _____
9. County or municipal business tax receipt number (attach copies):
County: Miami-Dade
Municipal: City of Miami
10. Have you ever failed to complete any work awarded to you?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
12. Within the last five years, have you ever had a performance, payment or bid bond called?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
Yes _____ No X **If yes, attach a separate sheet of explanation.**
18. Within the last five years, have you, any officer or partner of your organization, or the

organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes ____ No X **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?


Yes ____ No X **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ____ No X **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ____ No X **If yes, attach a separate sheet of explanation.**


Signature (Blue ink only)
Matt Sullivan
Print Name
President
Title
April 12, 2023
Date

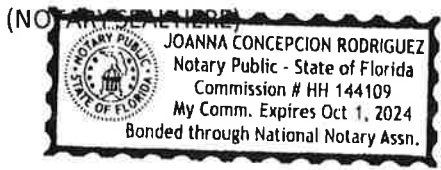
STATE OF _____)
COUNTY OF _____)


The foregoing instrument was acknowledged before me this 12th day of April, 2023

by Matt Sullivan as President
(Name of person acknowledging) (Title)

for Coastal Building Maintenance
(Company name)

Personally known to me X or has produced Identification _____, type of identification produced _____




SIGNATURE OF NOTARY PUBLIC
Joanna Rodriguez
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 5

CLIENT REFERENCES

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.
PRINT CLEARLY**

REFERENCE #1

Name of Company: Baptist Health Real Estate & Development
Reference Contact Name: Lissette Linares
Contact Title: Property Manager
Contact Telephone: 305.505.5595
Contact Email: lissettel@baptisthealth.net
Contract Start Date: 2012 **Contract End Date:** Ongoing **Annual Value:** \$2.9m

REFERENCE #2

Name of Company: Palmer Trinity School (Maintenance & Custodial)
Reference Contact Name: Paul Zamek
Contact Title: Assistant Head of School - Campus Planning & Facilities
Contact Telephone: 305.969.4237
Contact Email: pzamek@palmertrinity.org
Contract Start Date: 2014 **Contract End Date:** Ongoing **Annual Value:** \$765,600

REFERENCE #3

Name of Company: Loew's Miami Beach
Reference Contact Name: Mutlu Kucuk
Contact Title: General Manager
Contact Telephone: 305.695.4487
Contact Email: mkucuk@loewshotels.com
Contract Start Date: 2016 **Contract End Date:** Ongoing **Annual Value:** \$815,340

REFERENCE #4

Name of Company: Memorial Healthcare System
Reference Contact Name: Matt Horne
Contact Title: Director of Property Management
Contact Telephone: 954.265.7103
Contact Email: mhorne@mhs.net
Contract Start Date: 2020 **Contract End Date:** Ongoing **Annual Value:** \$641,616

REFERENCE #5

Name of Company: Transwestern Real Estate Management
Reference Contact Name: Andrea Lopez
Contact Title: Director of Property Management
Contact Telephone: 305.447.9191
Contact Email: andrea.lopez@transwestern.com
Contract Start Date: 2001 **Contract End Date:** Ongoing **Annual Value:** Multiple sites

From: [Arturo Beguiristain](#)
To: [Jeff Noyes](#)
Subject: CBM reference letter
Date: Wednesday, April 12, 2023 2:57:39 PM

To whom it may concern:

As the director of facilities for a large private school with over 55 acres of campus buildings, fields and general use areas, I have used the services of CBM since 2014. CBM provides our school with day porters, maintenance staff, groundskeeping and night cleaning personnel. I have found CBM to be highly professional, responsive, honest and easy to work with. It is common to have some level of issues or concerns when dealing with individuals in the service business, but CBM has always addressed any concerns or complaints with professionalism and prompt follow up.

CBM took over in 2014 from a national service company that had limited operations in South Florida. We could immediately tell the difference with their significant operations presence and expertise in schools. They were flexible in order to meet the complexities of our campus and how we use our facilities. Notably, CBM saved us considerable money by right sizing the crew size and cutting overtime, while overall delivering higher quality.

Our partnership has been very positive and I would recommend CBM at your property.

Best regards,

ARTURO BEGUIRISTAIN



ARTURO BEGUIRISTAIN

DIRECTOR OF FACILITIES AND SECURITY

8001 S.W. 184 STREET, MIAMI, FL 33157

MAILING ADDRESS 7900 SW 176TH STREET, MIAMI, FL 33157

T [\(305\) 259-1114](tel:3052591114)

E ABEGUIRISTAIN@PALMERTRINITY.ORG

WWW.PALMERTRINITY.ORG





95 Merrick Way
Suite 480
Miami, FL 33131
Phone: 305.808.7824

April 12, 2023

To whom it may concern:

As Managing Senior Vice President at Transwestern, I am responsible for the oversight of all asset services across Florida, which includes 10M+ square feet of institutionally owned commercial properties, encompassing Class-A office, retail, and industrial properties. For over 22 years, our South Florida team has contracted Coastal Building Maintenance for a variety of services which include routine cleaning, porter services, and specialty project work such as garage cleaning, pressuring cleaning, floor care, acute disinfection, staffing and related services.

The fact that we have worked with Matt Sullivan and the CBM team for so long is a testament to the value CBM brings to our team. I have always had a direct line of contact with Matt Sullivan who is quick to address our needs, whether tenant or team driven, but seldomly have I needed to reach him throughout these many years as it relates to operational concerns given that we have fostered a fantastic relationship with his operations' team who has always been extremely responsive and attentive as needed. I would not hesitate to recommend the CBM team, collectively, as they have been a great group to work with.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'MS' or similar, written in a cursive style.

From: [Miguel Suarez/USA](#)
To: [Jeff Noyes](#)
Subject: Letter of Rec
Date: Wednesday, April 12, 2023 1:54:03 PM
Attachments: [image001.png](#)

To whom it may concern,

CBM has been our janitorial service vendor for over 10 years, and I would not hesitate to recommend them for other facilities. My building is a mixed used, medical/commercial office building with unique tenants and various service requirements. CBM's management and leadership has always addressed our needs and any concerns without delay. Their supervisor and employees assigned to my property are good people and understand the requirements of the job and our expectations. I have always had a strong communication ties with my operations and executive contacts. I would recommend CBM for consideration at other buildings.

Thank you.

Miguel Suarez
Chief Engineer
Direct: +1 786 423 1048
Fax: +1 305 548 1236
miguel.suarez@cushwake.com



1951 NW 7th Ave, Suite 300
Miami, FL 33136 | USA
cushmanwakefield.com

[LinkedIn](#) | [Facebook](#) | [Twitter](#) | [YouTube](#) | [Google+](#) | [Instagram](#)

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RFP Response Pg. #: 13

Public Entity Crimes Affidavit

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

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

MS

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

MS

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

MS

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

MS

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

MS

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2023-08 CUSTODIAL SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

MS

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

MS

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page**

In the presence of:

[Signature]
Witness #1 Print Name: Jeff Noyes
[Signature]

Signed, sealed and delivered by:

[Signature]
Print Name: Matt Sullivan
Title: President

Witness #2 Print Name: Agatha Velez

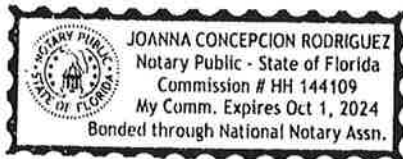
ACKNOWLEDGMENT

State of Florida

County of Miami-Dade

On this 12th day of April, 2023, before me the undersigned, personally appeared Matt Sullivan, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:



[Signature] Joanne Rodriguez
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

FORM 6B
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Matt Sullivan of Coastal Building Maintenance , the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. Relationship includes having a prior or current contract with the VILLAGE.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

CBM is th incumbent vendor for custodial and handy-man services for the Village.

[Signature]
Signature (Blue ink only)

Matt Sullivan

Print Name

President

Title

April 12, 2023

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 12th day of April, 2023

by Matt Sullivan as President

(Name of person acknowledging)

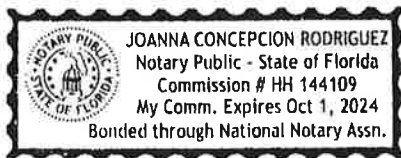
(Title)

for Coastal Building Maintenance

(Company name)

Personally known to me X or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)



[Signature]
SIGNATURE OF NOTARY PUBLIC

Joanna Rodriguez
PRINT, TYPE/STAMP NAME OF NOTAR

FORM 6C
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Matt Sullivan of Coastal Building Maintenance , proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Matt Sullivan
Signature (Blue ink only)

Matt Sullivan
Print Name

President
Title

April 12,
Date 2023

STATE OF _____)
COUNTY OF _____)

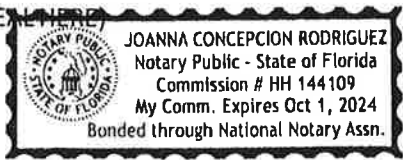
The foregoing instrument was acknowledged before me this 12th day of April, 2023

by Matt Sullivan as President
(Name of person acknowledging) *(Title)*

for Coastal Building Maintenance.
(Company name)

Personally known to me X or has produced Identification _____, type of identification produced _____.

(NOTARY SIGNATURE HERE)



Joanna Rodriguez
SIGNATURE OF NOTARY PUBLIC

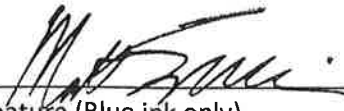
Joanna Rodriguez
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 7
DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that
Coastal Building Maintenance does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, 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 (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Signature (Blue ink only)

Matt Sullivan

Print Name

President

Title

April 12, 2023

Date

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 12th day of April, 2023

by Matt Sullivan as President

(Name of person acknowledging)

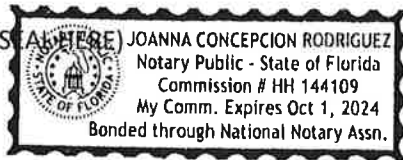
(Title)

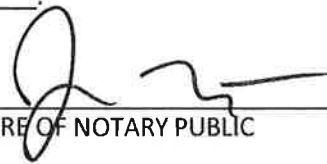
for Coastal Building Maintenance

(Company name)

Personally known to me X or has produced Identification _____, type of identification produced _____

(NOTARY SEAL)




SIGNATURE OF NOTARY PUBLIC

Joanna Rodriguez
PRINT, TYPE/STAMP NAME OF NOTARY

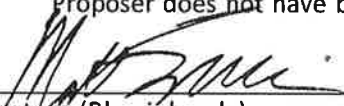
FORM 9
SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.


Signature (Blue ink only)
Matt Sullivan
Print Name
President
Title
April 12, 2023
Date

STATE OF _____)
COUNTY OF _____)

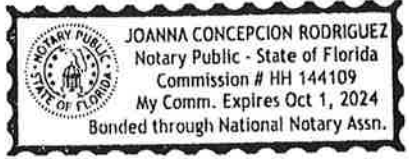
The foregoing instrument was acknowledged before me this 12th day of April, 2023
by Matt Sullivan as President

(Name of person acknowledging) *(Title)*

for Coastal Building Maintenance
(Company name)

Personally known to me X or has produced Identification _____ type of identification
produced _____

(NOTARY SEAL HERE)




SIGNATURE OF NOTARY PUBLIC

Joanna Rodriguez
PRINT, TYPE/STAMP NAME OF NOTARY

FORM 10
PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. RFP# 2023-08

2. This sworn statement is submitted by: Coastal Building Maintenance
(name of entity submitting sworn statement)

whose business address is: 8651 NW 70th St.

Miami, FL 33166

65-0700605

Federal Identification Number (FEIN) is: _____

(if applicable)

Social Security Number: _____

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

Matt Sullivan

3. My name is: _____

(print name of individual signing this document)

and my relationship to the entity is: President

4. I understand that a "public entity crime" as defined in §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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)
- 1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- 2) The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

3) ___ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of
General Services)


Signature

April 12, 2023
Date

STATE OF Florida)
COUNTY OF Miami-)
Dade

The foregoing instrument was acknowledged before me this 12th day of April, 2023

by Matt Sullivan as President

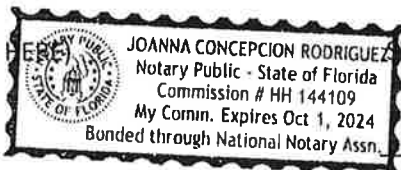
(Name of person acknowledging) *(Title)*

for Coastal Building Maintenance

(Company name)

Personally known to me X or has produced Identification , type of identification
produced .

(NOTARY SEAL)




SIGNATURE OF NOTARY PUBLIC

Joanna Rodriguez

PRINT, TYPE/STAMP NAME OF NOTARY

FORM 11
DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

Firm: Coastal Building Maintenance

Authorized Signature: 

Print or Type Name: Matt Sullivan

Title: President

Date: April 12, 2023

FORM 12
LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	N/A		

Firm: Coastal Building Maintenance

Authorized Signature: 

Print or Type Name: Matt Sullivan

Title: President

Date: April 12, 2023

FORM 13A

FORM 13B

FORM 13C

FORM 13D

PERFORMANCE AND PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, VILLAGE or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

Coastal Building Maintenance

8651 NW 70th St, Miami, FL 33166

SURETY (name & principal address):

TBD

VILLAGE:

Village of Key Biscayne

88 West McIntyre Street

Key Biscayne, Florida 33149

AGREEMENT:

Date: _____

Amount: Services as needed. Not for a fixed amount.

Description: Custodial Services

Location: Village wide

Village of Key Biscayne RFP # 2023-08

BOND:

Date (not earlier than Agreement Date): _____

Amount: \$100,000.00

Modifications to this Bond: None _____ See Page(s) _____

CONTRACTOR AS PRINCIPAL

Signature

Matt Sullivan

Name

President

Title

SURETY

Pending contract award.

Signature

Name

Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT

Address

Phone

Fax

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to VILLAGE for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no VILLAGE Default, the Surety's obligation under this Bond shall arise after:
 - A. VILLAGE has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that VILLAGE is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If VILLAGE, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive VILLAGE'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. VILLAGE has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. VILLAGE has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with VILLAGE.
4. When VILLAGE has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of VILLAGE, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or
 - C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to VILLAGE for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by VILLAGE and CONTRACTOR selected with VILLAGE'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by VILLAGE resulting from CONTRACTOR's default; or
 - D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to VILLAGE and with reasonable promptness under the circumstances:

- i. After investigation, determine the amount for which it may be liable to VILLAGE and, as soon as practicable after the amount is determined, tender payment therefore to VILLAGE; or
 - ii. Deny liability in whole or in part and notify VILLAGE citing reasons therefore.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from VILLAGE to the Surety demanding that the Surety perform its obligations under this Bond, and VILLAGE shall be entitled to enforce any remedy available to VILLAGE. If the Surety proceeds, without proper notice to VILLAGE, VILLAGE shall be entitled to enforce any remedy available to VILLAGE.
6. After VILLAGE has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to VILLAGE shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of VILLAGE to the Surety shall not be greater than those of VILLAGE under the Agreement. To the limit of the amount of this Bond, but subject to commitment by VILLAGE of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to VILLAGE or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than VILLAGE or its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- 10. Notice to the Surety, VILLAGE or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by VILLAGE to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by VILLAGE in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between VILLAGE and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. VILLAGE Default: Failure of VILLAGE, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL



 Signature

 Name
 President

 Title

SURETY

TBD upon contract award.

 Signature

 Name

 Title

FORM 14
INSURANCE AND LICENSE CERTIFICATES
VILLAGE OF KEY BISCAYNE

BIDDER'S REPRESENTATION

CUSTODIAL SERVICES

Proposal of Coastal Building Maintenance
(Name)

8651 NW 70th St., Miami, FL 33166
(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

CUSTODIAL SERVICES

("THE PROJECT")
TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery,

tools, apparatus, means of transportation, and labor necessary to complete the Work specified in the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. N/A

Bidder's Occupational License No. 2607027

WITNESS:

By: _____
Signature of Authorized Agent

[SEAL]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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

PRODUCER CIC HOTALING 2103 Coral Way Suite 721 Miami, FL 33145	CONTACT NAME: PHONE (A/C, No, Ext): (305) 393-8981		FAX (A/C, No): (845) 471-7494
	E-MAIL ADDRESS: certificatesMIA@hgfin.net		
INSURED Coastal Building Maintenance, Inc. 8651 NW 70th St Miami, FL 33166	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company		25615
	INSURER B : Travelers Indemnity Company		25658
	INSURER C : Travelers Property Casualty Insurance Co		36161
	INSURER D : Bridgefield Casualty Insurance Company		10335
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		P-660-0R56116A-COF-23	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCT'S - COMP/OP AGG	\$ 2,000,000
								EMPLOYEE BENEFIT	\$ 2,000,000
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY			BA-0T451623-22-43-G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	NON-OWNED AUTOS ONLY							\$
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>		CUP-0T45187A-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>					AGGREGATE	\$ 4,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			196-56826	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured with respects to the General Liability when required by written. Waiver of Subrogation is in favor of Certificate Holder with respects to the General Liability when required by written.

CERTIFICATE HOLDER

CANCELLATION

Village of Key Biscayne Key Biscayne, FL 33149	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 

RFFR Response # 3910

FORM 15

COMPANY QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?
 Coastal Building Maintenance has been in continuous operation since 1973; under current Corporate structure since 1996. CBM is not a General Contractor.

2. What is the last project of this nature you have completed?
 All contracts are ongoing and presently still under service obligations. Our service agreements do not have "completion dates."

3. Name three individuals or corporations for which you have performed work and to which you refer:
 Please see Form 5: References herein for names and contact information.

4. List the following information concerning all contracts on hand as of the date of submission of this proposal: (In case of co-venture, list the information for all co-ventures).

NAME OF PROJECT OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% COMPLETION TO DATE
PLEASE REFER TO FORM 5: REFERENCES FOR CONTRACT VALUES OF A PORTION OF CURRENT CBM CLIENTS. ALL CUSTOMERS ARE ONGOING SERVICE CONTRACTS AND "COMPLETION % TO DATE" DOES NOT APPLY IN OUR BUSINESS.			

5. Have you personally inspected the proposed work and have you a complete plan for its performance?
 Yes.

6. Will you sublet any part of this work? If so, please list subcontractors in FORM 12, LIST OF PROPOSED SUBCONTRACTORS.
 NO (N/A)

7. What equipment do you own that is available for the work?
 All necessary equipment for the services required herein is owned, or will be purchased, by CBM.

8. What equipment will you purchase for the proposed work?
 Service golf cart; autoscrubber, miscellaneous jan/san equipment.

9. What equipment will you rent for the proposed work?

N/A

11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities, Balance Sheet and use insert sheet if necessary.)

See attached financial statements

12. Have you made a site visit? Yes, _____ No

How soon after award can you begin work? Immediately. Days.

13. Number of years' experience the Bidder has had in providing similar services: 50 Years

14. List any licenses, permits or certifications, etc., you hold for performing this type of work:


N/A

How did you hear about the RFP? Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services.

Current vendor; DemandStar.

The Bidder understands that the information contained in these proposal pages is to be relied upon by the Village in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the Village.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

Authorized Signature:  Print or Type Name: Matt Sullivan

ATTACHMENT A
SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
COASTAL BUILDING MAINTENANCE, INC

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **COASTAL BUILDING MAINTENANCE, INC.** a Florida [type of entity] (hereinafter, the “Consultant”).

WHEREAS, the Village desires certain **CUSTODIAL SERVICES**; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated APRIL 12, 2023, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

- 1.1. Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." ~~Consultant shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.~~
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3. Contractor's invoices must contain the following information for prompt payment:
 - 3.3.1. Name and address of the Consultant;
 - 3.3.2. Purchase Order number;
 - 3.3.3. Contract number;
 - 3.3.4. Date of invoice;
 - 3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6. Name and type of Services;
 - 3.3.7. Timeframe covered by the invoice; and
 - 3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

- 8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village,

naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5.** The provisions of this section shall survive termination of this Agreement.
- 10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.
- 11. Attorneys Fees and Waiver of Jury Trial.**
- 11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- 12. Indemnification.**
- 12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.
- 12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3.** The provisions of this section shall survive termination of this Agreement.

- 13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
- 14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- 15. Entire Agreement/Modification/Amendment.**

 - 15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
 - 15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 16. Ownership and Access to Records and Audits.**

 - 16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
 - 16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
 - 16.3.** Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jocelyn B. Koch
Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149
Telephone number: 305-365-5506
Email: jkoch@keybiscayne.fl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm’s familiarity with the Village’s area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]



8651 NW 70TH ST, MIAMI, FL 33166
Phone 305-681-6100 Fax 305-681-3584

Exhibits A-F

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal Section 2. dated April 12, 2023 ,
attached hereto and incorporated herein by reference.

EXHIBIT A - SCOPE OF SERVICES

SECTION 2.
PROJECT DESCRIPTION

2.1 DESCRIPTION:

CONTRACTOR agrees to provide the goods and services described below in accordance with the standards and the schedules set herein, specifically in Exhibit B, Cost Responsibility Summary. CONTRACTOR shall insure that the Custodial Services are provided in accordance with the standards set forth in the Performance Metrics in this RFP. Omissions by the VILLAGE in such providing specifications shall not abdicate the CONTRACTOR’s obligation per this contract to provide services in accordance with industry standards.

2.2 EXPERIENCE

Proposers shall have a minimum of five (5) years’ experience in providing Custodial Services of similar complexity and size as those owned and managed by the Village. Proposers shall have been in continuous operation for a minimum of the past five (5) years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida. Proposer shall be fully licensed with all applicable local, state Federal licenses.

SCOPE OF WORK

2.3 CUSTODIAL SERVICES

CONTRACTOR must provide for complete custodial services of the VILLAGE’s facilities in accordance with applicable health and sanitation standards and to support the VILLAGE’s goals about sanitation, public relations, and maintenance of the physical facility. CONTRACTOR must provide all necessary labor, tools, materials, supervision, cleaning agents, disinfectants, sanitizers, germicides, floor finishes/sealers, and cleaning equipment for performing to the custodial specifications outlined in the Section 2.

CONTRACTOR shall provide to the VILLAGE for its approval quality assessment procedures and a custodial reporting system that includes;

A. Weekly or Monthly Reporting:

1. Weekly electronic cleanliness quality assessment report by facility
2. Minimal monthly cleanliness quality assessment report done in conjunction with VILLAGE representative for each Village facility for which an electronic or handwritten sign-off is obtained
3. Bi-weekly paper product consumption report (paper towel & toilet paper) by facility

B. Quality Assurance Program:

1. Continuous quality monitoring for early detection and resolution of issues
2. A (24) twenty-four to (48) forty-eight-hour customer complaint turnaround quality assurance guarantee (where applicable)

C. Custodial Ratification Plan:

1. Define and Describe the Problem: Specify the problem by identifying in quantifiable terms: (i.e., who, what, where, when, why, and how many) for the problem.
2. Develop and Implement Immediate Containment Plan to address the issue: Define and implement containment actions to isolate the problem from the customer.
3. Determine the Root Causes: Identify all applicable causes that could explain why the problem has occurred.

4. **Implement and Validate Corrective Actions:** Define and implement the best corrective actions, after obtaining approvals from the VILLAGE.
 5. **Take Preventive Measures:** Modify the management systems, operation systems, practices, and procedures to prevent recurrence of quality issue and all similar problems, if required/approved by the VILLAGE.
- D. Provide a comprehensive floor cleaning program and all required floor cleaning and floor maintenance equipment.
- E. CONTRACTOR must ensure that all their purchased cleaning chemicals, supplies, equipment, and tools is in accordance with all local, state, and federal regulations and guidelines.
- F. **Custodial Task Descriptions:**
1. **Entrance & All Interior Floors:** All floors shall be swept or dust-mopped to remove loose soil and dust prior to wet mopping. All accessible floor areas shall be mopped to remove soil, scuff marks, and stains. Entire area includes under chairs, trash receptacles, desks and other furniture, behind doors and corners, which are accessible. After mopping, the floors shall have a uniform appearance with no streaks, film, swirl marks, detergent residue, mop strings or other evidence of soil. Baseboards shall be wiped to remove all splash marks. Clean mop heads should be used nightly.
 2. **Carpeted Areas:** All carpeted areas shall be vacuumed free of all visible debris. After vacuuming the floor, including corners, next to baseboards, and behind doors, it shall be free of all visible litter, soil, and dust. Carpets should be checked daily for stains and all dirty spots/stains shall be treated with a carpet spot cleaning solution following the direction of the manufacturer for the specific carpet and stain involved.
 3. **Entrance Mats:** Entrance mats shall be vacuumed. Entrance mats shall be lifted to clean underneath. Outside entrance mats shall be picked up and shaken to remove sand, dirt, dust and other debris.
 4. **Wastebaskets:** All waste receptacles within buildings shall be emptied each evening and returned to their initial location. Empty and damp wipe all wastebaskets and remove all trash (insert liner in wastebaskets). All trash shall be placed in dumpster on sites.
 5. **Dusting.** Dust all surfaces, including furniture, chairs, files, equipment, windowsills, blinds, ledges, wall hangings, cubicle wall tops, restroom lockers, door tops, tops and side of bookshelves and cabinets, etc. with a treated microfiber cloth. A properly dusted area shall be free of all dust, dirt, lint and cobwebs.
 6. **Door Handles, Doorknobs, Handrails and Push Plates:** Items shall be wiped down and embedded dirt removed with the appropriate cleaning product.
 7. **Walls, Doors, Partitions and Light Switches:** Spot wash to remove smudges, marks, and fingerprints from such areas as walls, equipment, doors, partitions and light switches.
 8. **Entrance Doors, Interior Glass/Windows:** Completely clean interior and exterior door glass. Clean both sides of the glass door metal frame. After cleaning, the surface shall present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.

- 9. Lounge/Kitchen Tables, Counters, Chairs, Sofas** (Offices, Public Areas, Meeting Rooms, and Lounges): Remove all non-permanent stains, spots and spills using a sponge or cloth dampened in mild detergent solution. The cleaning shall not be of such a degree as to remove the finish or leave abrasive marks. This includes all surface areas such as cabinets, bookcases, etc. that are empty. Cloth chairs shall have cushions vacuumed and dusted.
- 10. Drinking Fountains:** Wash/disinfect water fountains. Remove all streaks, smudges, stains, scales and other obvious soil from drinking fountains and entire cabinet. Disinfect all surfaces including the orifice and drain. Stainless steel section shall be polished with an appropriate cleaner.
- 11. Elevators:** Remove all soil, dirt, and fingerprint marks with an approved cleaner. Polish metal/wood surfaces with an approved polish; the surface shall be free of smudges and have a shiny appearance. Elevator floors shall be swept, vacuumed, and wet mopped. Exhaust fan vents shall be cleaned. Threshold tracks shall be cleaned of dirt.
- 12. Restrooms:** Completely clean and disinfect all exposed surfaces of the toilets and urinals with detergent disinfectant, beginning with seats and working down. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. All foreign material shall be removed from the urinal drain trap. A special set of sponges, cloths, scouring pads and brushes shall be maintained and used only for cleaning the urinals and toilets. Remove scale, scum, mineral deposits, rust stains, etc. from the interior of toilet bowls and urinals. After cleaning, the toilet seat must be completely dried and placed in an upright position. Pour one ounce of bowl cleaner into urinal after cleaning and do not flush. All fixtures shall present a clean, bright, shiny appearance and shall be free of all streaks, spots, stains, rings, foreign material, etc. including the metal hardware. Stopped-up toilets shall be plunged free of obstructions.
- 13. Paper Products and Soap Dispensers:** Re-supply all toilet paper, toilet seat covers, sanitary napkin bags, paper towels and soap dispensers to their maximum level. Dispensers shall be refilled with the proper product for that dispenser. The dispenser interior, exterior and adjacent surfaces shall be wiped with a sanitizer to remove fingerprints and smudges when filling. The dispensers shall be checked for proper operation after filling and inoperable devices shall be reported to VILLAGE Representative.
- 14. Restroom Trash Receptacles:** All waste receptacles and feminine product receptacles shall be emptied. Emptying includes removing the liner and disposing of it. The inside, outside and housing of the receptacle shall be cleaned with a germicidal cleaner.
- 15. Counter Tops, Mirrors and Sinks:** Completely clean and disinfect all exposed surfaces of the sink, countertop and mirrors. A non-abrasive cleaner shall be used on the exposed hardware. The cleaning includes the drying and polishing of all exposed hardware. After cleaning, the fixture shall present a clean, bright and shiny appearance and shall be free of visible soil, streaks, oily smudges, residue of cleaning agents, etc.
- 16.** All metal hardware, such as faucet valves, drain and faucets, shall be free of streaks, spots, stains, etc. Inoperable or broken fixtures shall be reported to the VILLAGE.

- 17. Shower/Restroom Walls, Partitions, Floors and Doors:** Clean the shower walls, curtains, shower floors, partition walls, doors and walls surrounding the urinals and toilets using an approved germicidal cleaner. Remove any non-permanent stains, spots, streaks, etc. Clean the shower drains. This also includes the light switches, doors, and any of the walls within the restroom. After cleaning, all areas shall be free from stains, soap scum, mildew and shall have a clean and disinfected appearance.
- 18. Non-Specified Cleaning:** The CONTRACTOR is expected to use their professional judgment to perform necessary cleaning which may not be specifically detailed or scheduled in these standards, including but not limited to cleaning up spills, stains and other unforeseen occurrences. The VILLAGE will not be charged for cleaning not specifically outlined unless the VILLAGE deems that it exceeds the scope of work of these specifications and is agreed upon by the CONTRACTOR and the VILLAGE prior to work being performed.
- 19. Surfaces:** All areas and surfaces designated to be serviced by the CONTRACTOR shall be left daily in a clean, sanitary and neat condition and in the highest level of appearance. CONTRACTOR personnel shall perform all required services in a workman-like and professional manner.

G. Property Protection

The CONTRACTOR shall continuously maintain adequate protection of all work covered by the CONTRACTOR from damage or loss and shall protect the protect from injury or less arising in connection with this contract, and shall make good any such damage, injury or loss.

The CONTRACTOR is responsible for the conduct of its personnel or that of its Subcontractor. The CONTRACTOR shall cooperate fully with the VILLAGE and with any Law Enforcement authorities in the investigation of any unlawful activities suspected of the CONTRACTOR's employees while working on the VILLAGE's property. If personnel employed by the CONTRACTOR is found to have committed theft or other unlawful activities on an of the VILLAGE's sites, the CONTRACTOR shall be responsible to the VILLAGE for restitution which will include, but not limited to all actual losses, damages, costs of the investigation, and costs of prosecution.

All keys assigned to a CONTRACTOR's employees shall be returned to the VILLAGE's designee when his/her service in the assigned facility ends. All keys shall be returned to the VILLAGE's designee at the termination of this contract.

2.4 PROPERTY DAMAGE

The CONTRACTOR shall inform the VILLAGE designee of any vandalism, evidence of attempts to force entry, and all other damages to any facilities. The CONTRACTOR's employees shall report, in writing any items that require maintenance or repair that are discovered during the process of this contract.

The CONTRACTOR shall be responsible for reporting and paying for any damages to any of the VILLAGE's facilities, equipment and/or contents caused by the CONTRACTOR's employees.

2.5 IMPROPER SECURING OF VILLAGE FACILITYS

If the CONTRACTOR fails to properly secure any facility with providing notice to the VILLAGE Designee or VILLAGE Police of a reason a facility(s) cannot be properly armed, a non-compliance penalty of \$750 per incident shall be deducted from the next monthly payment. If any damages, vandalism or theft is sustained

to a VILLAGE property due to CONTRACTOR's employees' not properly securing a facility without such notice as described above, the CONTRACTOR must reimburse the VILLAGE for such damages.

2.6 EMERGENCY SERVICES

The CONTRACTOR agrees to respond to any emergency requests for water pick-up and/or mop-ups made necessary by rain, plumbing failure, leaks or accidents; 24 hours per day, 7 days per week, 365 days per year.

Any additional services of this nature must be pre-approved by the VILLAGE. Any invoice for this type of service must include the facility name, date, area(s) affected, scope of work performed, hours expended by contract personnel and name of person authorizing the work to be performed.

2.7 WEEKEND ACTIVITIES

Scheduled use of the facilities on the weekend may occur. This is relatively common for the Community Center facility. The CONTRACTOR will be responsible to open and prepare the facility for scheduled use on Saturday and Sunday. Hours of service for event that extend outside of the regularly schedule must be invoiced by the CONTRACTOR separately from the monthly contract fee and will be mutually agreed upon prior to the event.

2.8 QUALITY CONTROL/INSPECTIONS

The CONTRACTOR's Supervisor, the VILLAGE's designee and other personnel as deemed appropriate by the VILLAGE's designee will perform periodic inspections of each facility (1) ensure the tasks are completed according to the cleaning frequency requirements in this contract, (2) to ensure that the quality of work is satisfactory, and (3) to ensure the CONTRACTOR's compliance with other terms of this contract. The CONTRACTOR's supervisor(s) will use the agreed upon inspection form(s) for this process.

The VILLAGE's Public Works Superintendent, and the VILLAGE's designee, may also periodically inspect the facilities and may report any deficiencies and all unsatisfactory performance of the CONTRACTOR. The CONTRACTOR will be granted a reasonable time to correct deficiencies.

2.9 RECORD KEEPING REQUIREMENTS

A. OSHA

The CONTRACTOR shall maintain all required OSHA records. Should the CONTRACTOR have occasions to bring any new chemicals onsite, the CONTRACTOR must receive pre- approval by the VILLAGE's designee and provide one copy of the Safety Data Sheet (SDS) to the VILLAGE's designee.

B. Procedural Manual

The CONTRACTOR shall maintain, in each facility a Procedures Manual, indexed and containing the following sections, specific for that facility that shall include, at a minimum:

- i. CONTRACTOR's standard policies and procedures
- ii. Daily routines or schedule for custodians assigned to the facility
- iii. Emergency and safety procedures
- iv. List of equipment maintained in the facility
- v. Maintenance and use manuals for all custodian equipment in the facility
- vi. List of all custodians assigned to each facility and shift
- vii. Standard cleaning procedures

C. Audit

The Contractor shall permit an authorized representative or designee, at any reasonable time, to inspect or audit all data relating to performance and billing to the VILLAGE under this Agreement. Upon request of an authorized representative of the VILLAGE or its designee, the Supplier shall provide copies at its expense of data related to performance and billing under this Agreement.

2.10 DEDUCTIONS

- A. If one or more facilities are closed for more than three consecutive business days for “acts of God”, facility renovations, and/or problem with the facility, the VILLAGE’s designee may request that cleaning services be suspended in the applicable facilities. If this occurs, the VILLAGE’s invoice for that month will be reduced by the labor hours being saved that cleaning, maintenance and/or engineering services are not needed. If any such service reduction can be reasonably anticipated by the VILLAGE, the VILLAGE’s designee will provide as much lead time to the CONTRACTOR as possible.
- B. If one or more business days are lost due to CONTRACTOR or its Subcontractor’s error, operations negligence or negligence of its employees, the monthly bill will be reduced by the number of days the facility is closed in the number of labor hours not expended.
- C. If the VILLAGE is assessed any fines for OSHA or any other government agency, violations arising out of these contract services and attributable to the CONTRACTOR, the CONTRACTOR shall reimburse the VILLAGE for these fines by commensurably reducing the charges on the monthly invoice.

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STANDARDS OF CONTRACTOR**2.11 CUSTOMER SERVICE**

The CONTRACTOR shall foster a pride in ownership by providing quality customer service.

All employees are to present themselves in an appropriate manner and attire consistent with the VILLAGE's administrative guidelines. The VILLAGE reserves the right to seek removal of a CONTRACTOR's employee whose moral conduct, behavior, health habits, or appearance are unsatisfactory. A CONTRACTOR's employee shall be immediately removed under allegations of i.e., theft or use of VILLAGE property, etc. while an investigation of these allegations is performed by the VILLAGE's Police Department. The VILLAGE's decision shall be final.

All the CONTRACTOR's employees assigned to the VILLAGE must meet the following requirements;

- i. They must be at least 18 years of age
- ii. High School graduate or equivalent GED
- iii. U.S. Citizen or authorized to work in the US
- iv. Completion of criminal background and history report and results in compliance with state laws
- v. Able to inspect, see and report maintenance needs to the Supervisor
- vi. Able to interact positively and appropriately VILLAGE employees, and the public;
- vii. Able to productively work with minimal supervision
- viii. Competent persons who are well trained in work assigned
- ix. Alcohol and drug free when arriving for and while on duty
- x. Punctual
- xi. Well-groomed and in uniform

CONTRACTOR shall maintain attendance records with include electronic timekeeping for all its employees. This requirement is to enable VILLAGE staff to determine which of the CONTRACTOR's staff is in each facility or working on a given day in support of the VILLAGE. This requirement shall not apply to the supervisor/project manager who is performing inspections and/or moving from facility to facility. No hand-written record of timekeeping will be accepted. These records will be audited each quarter.

At no time shall the CONTRACTOR's personnel do any of the following:

- i. Allow custodial closets, products or equipment unattended
- ii. Congregate or have food/drink in unauthorized areas
- iii. Disturb papers on desks, open drawers or cabinets use telephones or computers or tamper with personal property owned by VILLAGE staff
- iv. Talk or text on personal cell phones while on duty or use a personal music device
- v. Leave lights on or doors open in unattended sections
- vi. Play radios, or other similar devices, at a volume that is audible in other areas of the facility
- vii. Use any VILLAGE equipment that is not required to perform duties
- viii. Smoke or use any tobacco products on VILLAGE property
- ix. Use profane language

No visitors, spouses or children of the CONTRACTOR's employees will be allowed at work site during working hours unless they are bona fide employees of the CONTRACTOR.

2.12 EMPLOYEE PLACEMENT AND CONDUCT

The CONTRACTOR shall supply the VILLAGE a list of all employees assigned to each facility and their assigned areas of responsibility, and this list shall be updated as employees are hired or terminated.

The CONTRACTOR must inform the VILLAGE at least 48 hours before a new employee is placed at any facility in the VILLAGE. The VILLAGE reserves the right to request that the CONTRACTOR remove any employee from the VILLAGE Contract for unsatisfactory performance, improper conduct, poor appearance, and/or poor behavior. If the VILLAGE's designee notified the CONTRACTOR in writing that any of the CONTRACTOR's employees assigned to VILLAGE is incompetent, disorderly, or otherwise unsatisfactory, the CONTRACTOR will remove such employee within one (1) shift and will not again assign that employee to work in VILLAGE without written consent of the VILLAGE's designee.

2.13 SUBSTITUTE

The CONTRACTOR must maintain a pool of trained and qualified substitutes with the required background checks, available at short notice to ensure that the VILLAGE is adequately staffed in the event of illness or injury. The CONTRACTOR will recruit, background check, employee, train, pay, and supervise all substitute custodians for this contract. The CONTRACTOR is required to inform the VILLAGE when there will be a change of employees for absence purposes.

2.14 STAFFING REQUIREMENTS

The CONTRACTOR must quote staffing levels at each facility that meets or exceeds the minimum level defines by the VILLAGE on the official bid form. The CONTRACTOR shall perform the services set forth in this contract at time periods as approved by the VILLAGE's designee. Regardless of the VILLAGE's minimum specified staffing level and hours, it the CONTRACTOR's responsibility to maintain the standard of cleanliness and care to prevent catastrophic consequences in this contract. It is the responsibility of the CONTRACTOR to provide sufficient personnel to ensure that the requirements are met, and that each facility is effectively clean daily.

2.15 UNFILLED EMPLOYEE ABSENCES

Whenever the CONTRACTOR's personnel are absent from part or all their VILLAGE assignment and a substitute is not provided by the CONTRACTOR, the CONTRACTOR must deduct the charge for that employee(s) from its monthly invoice. The CONTRACTOR must submit an attendance report weekly, all absents, tards, no call no shows, and miss punches should be noted.

2.16 TRAINING

The CONTRACTOR's employees must be thoroughly trained, be qualified and capable of performing the work assigned to them. Training provided must be continuous to ensure that CONTRACTOR's employees are equipped with the most up-to-date quality standards and innovative ways of improving quality-maximizing efficiency and cost savings. The CONTRACTOR's employees must be able to effectively communicate with VILLAGE staff. The CONTRACTOR's employees must be trained on applicable local, state and federal health and safety regulations.

The CONTRACTOR shall provide the VILLAGE with copies of training records and certifications of the CONTRACTOR's workforce no less than 30 days after the execution of the contract and ongoingly as employees hired in the work, he/she is assigned to perform.

The CONTRACTOR must provide documentation annually to certify that their employees have attended the necessary training for each fiscal year in accordance with the CONTRACTOR's training procedures.

**EXHIBIT B
VILLAGE OF KEY BISCAYNE
CUSTODIAL SERVICES
PROPOSAL SCHEDULE**

NAME OF PROPOSER: COASTAL BUILDING MAINTENANCE, INC.

In response to the Village's request for proposals and in compliance with the RFP Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to provide **Custodial Services** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 3/14/2023 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for **Custodial Services** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials and equipment.

Personnel & Operating Costs				
Item No.	Personnel	FTE	Annual Rate	Total (FTE x Annual Rate)
A1	Account Executive	1	N/A (Included)	
A2	Custodial Manager(s)	1	44,336	44,336
A3	Lead Custodian/Day Porter	1	35,948	35,948
A4	Swing Shift Custodian	1	33,552	33,552
A5	Evening Shift Custodian			
A6	Night Shift Custodian (5 P/T Shifts)	3	32,353	97,059
A7	Day Porter Custodian	4	32,353	129,412
A8	Night Shift Supervisor (32 hrs/week)	0.8	30,676	30,676
A9	Other:			
A10	Other:			
A11	Other:			
A12	Other:			
A13	Total FTE	11.8	Sub-Total	370,983
Item No.	Operating Costs	Unit	Annual Cost	Total (Unit x Annual Cost)
A14	Mobilization	1	0	0
A15	Daily Operating Costs/OVERHEAD	1	25,118	25,118
NOTE:	Consumables - estimated (actual cost pass thru)	0	13,500	0
A16	Capital Equipment	1	6,950	6,950
A17	Contractor Fee (Profit)	1		40,581
A18	SUB-TOTAL			72,649
A19	GRAND TOTAL (A13+A18)			443,632
A20	TOTAL FTE PROPOSED			11.8
A21	COST PER FTE (A19/A20)			37,595.93

1 FTE = 2,080 Hours per Fiscal Year

BIDDER'S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the work and furnish all materials called for by the RFP Documents. Proposer further agrees that payments will be made based on actual quantities placed and accepted.


The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for: **Custodial Services** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: COASTAL BUILDING MAINTENANCE, INC.

Proposer's Name: MATT SULLIVAN

Proposer's Email: MSULLIVAN@CBMFLORIDA.COM

Proposer's Title: PRESIDENT

Proposer's Signature: 



8651 NW 70TH ST, MIAMI, FL 33166
Phone 305-681-6100 Fax 305-681-3584

Exhibit C: Transition Plan

As the current service provider, a transition plan is not required. However, given the changes in current scope of work, frequencies of tasks and inclusion of new locations for cleaning, CBM operations management will facilitate training and onboarding to support new schedules and sites to be included.

In our proposed custodial solution herein, CBM will be purchasing a service golf cart to transport our cleaner(s), supplies and equipment necessary to access the offsite areas to be cleaned (e.g., - Calusa Park rest rooms, Village Green restrooms, and Beach Access area). As such, training on the usage of the cart will be conducted and our operations manager will accompany the cleaners assigned to these areas for in-person training.

Secured parking with access to electricity for charging will need to be identified by the Village of Key Biscayne for our service cart. CBM will purchase any necessary decals or registrations necessary for its use.

EXHIBIT D
CUSTODIAL SERVICE FREQUENCIES

ATTACHED

Restrooms*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X**		X				
Clean mirrors, chrome and stainless steel surfaces	X		X				
Sanitize all restroom counters and fixtures	X		X				
Clean and disinfect all toilets and urinals	X		X				
Wipe and disinfect both sides of all restroom partitions	X						
Clean both sides of all doors	X						
Sweep and wet mop hard surface floors with a germicidal cleaner	X		X				
Restock paper goods and soap dispensers	X						
Offices	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X		X				
Vacuum all carpeted areas	X						
Dust offices including furniture, ledges, window sills, all low and high reach areas	X						
Clean all glass partitions	X						
Spot clean all surface smudges and fingerprints	X		X				
Sweep and mop all hard surface floors with germicidal cleaner	X		X				
Main Lobby, Hallways & Elevators*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash and replace liners	X						
Vacuum all carpeted areas	X						
Sweep and wet mop all hard surface floors with germicidal cleaner	X						
Wipe and clean all partitions, tables, chairs and shelving	X						
Dust and clean all furniture		X	X				
Spot clean all surface smudges and fingerprints	X		X				

*: Daily frequency is 7 days a week

** : 2x Daily

Kitchen*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X		X				
Sweep and wet mop all hard surface floors with germicidal cleaner	X		X				
Clean and disinfect sink, counters, tables, cabinets and appliances including the interior and exterior of microwave and exterior of refrigerator	X						
Multi-Purpose Rooms*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X		X				
Vacuum all carpeted areas	X						
Clean and sanitize tables and chairs	X						
Set up tables and chairs as per staff instructions			X				
Entrance & Exit*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X		X				
Vacuum all interior and exterior mats	X		X				
Clean interior and exterior of all glass doors	X		X				
Pick up and dispose of litter in the immediate area	X		X				
Remove all bugs and spider webs		X	X				

*: Daily frequency is 7 days a week

** : 2x Daily

Gymnasiums, Lockerrooms, Pools and Athletic Areas*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Clean under bleachers for debris and dirt	X						
Empty trash receptacles and replace liners	X		X				
Lightly mop or machine wash gym floor with a mild neutral cleaner	X						
Clean and sanitize water fountains	X						
Spot-clean walls, doors, and ledges daily. Full clean/wash (10) ten ft. and below			X				
Sanitize and clean all toilets, urinals, sinks, and dispensers with a mild cleaning agent including undercarriages and metal bright work	X						
Remove any rust build up and de-lime from restrooms sinks, toilet, showers and urinals or restroom components			X				
Clean pool deck with mid sanitizing cleaner		X					
Machine scrub pool deck and locker rooms			X	X			
Other Services	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Clean and sanitize telephones	X						
Spot clean carpets			X				
Clean all return air vents and air supply vents				X			
Clean all interior and exterior windows		X	X				
Dust all window blinds				X			
Steam clean all carpeting							X
Machine scrub all hard surface floors						X	
Steam clean/scrub all tiles and grout surfaces						X	
Empty, clean, disinfect all interior surfaces of refrigerator			X	X			

*: Daily frequency is 7 days a week

** : 2x Daily

Restrooms	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean mirrors, chrome and stainless-steel surfaces	X						
Sanitize all restroom counters and fixtures	X						
Clean and disinfect all toilets and fixtures	X						
Wipe and disinfect both sides of restroom partitions	X						
Clean both sides of all doors	X						
Sweep and wet mop hard surface floors with germicidal cleaner	X						
Restock paper goods and soap dispensers	X						
Offices	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Vacuum all carpeted areas	X						
Dust offices including furniture, ledges, window sills, all low and high reach areas	X						
Clean all glass partitions	X						
Spot clean all surface smudges and fingerprints	X						
Main Lobby, Hallways & Elevators	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Vacuum all carpeted area	X						
Wet mop lobby floor	X						
Wipe and clean all partitions, tables and shelving	X						
Spot clean all smudges and fingerprints on all store-front and glass doors and surfaces	X						
Dust and clean all furniture	X						

Kitchens	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacle and recycling bins and replace liners	X						
Sweep and wet mop all hard surface floors with a germicidal cleaner	X						
Vacuum mats	X						
Clean and disinfect sink, counters, tables, cabinets and appliances including interior of microwave and ext	X						
Entrance/Exit	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean cigarette ashes, exterior benches and tables	X						
Vacuum all interior and exterior floor mats	X						
Clean all exterior of office and conference room windows	X						
Other Services	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Clean and sanitize telephones		X					
Clean all glass doors, glass storefront - interior and exterior		X					
Spot clean all carpeted areas			X				
Clean all return air vents and air supply vents				X			
Clean all interior and exterior windows				X			
Dust all window blinds				X			
Steam clean all carpeting							X
Steam clean/scrub all tile and grout surfaces						X	
Empty, clean, disinfect all interior surfaces of refrigerator				X			
Clean security cameras shields/domes				X			

Restrooms	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean mirrors, chrome and stainless-steel surfaces	X						
Sanitize all restroom counters and fixtures	X						
Clean and disinfect all toilets and fixtures	X						
Wipe and disinfect both sides of restroom partitions	X						
Clean both sides of all doors	X						
Sweep and wet mop hard surface floors with germicidal cleaner	X						
Restock paper goods and soap dispensers	X						
Offices	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Vacuum all carpeted areas	X						
Dust offices including furniture, ledges, window sills, all low and high reach areas	X						
Clean all glass partitions	X						
Spot clean all surface smudges and fingerprints	X						
Main Lobby, Hallways & Elevators	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Vacuum all carpeted area	X						
Wet mop lobby floor	X						
Wipe and clean all partitions, tables and shelving	X						
Spot clean all smudges and fingerprints on all store-front and glass doors and surfaces	X						
Dust and clean all furniture	X						

Kitchens	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacle and recycling bins and replace liners	X						
Sweep and wet mop all hard surface floors with a germicidal cleaner	X						
Vacuum mats	X						
Clean and disinfect sink, counters, tables, cabinets and appliances including interior of microwave and exterior of refrigerator	X						
Entrance/Exit	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean cigarette ashes, exterior benches and tables	X						
Vacuum all interior and exterior floor mats	X						
Clean all exterior of office and conference room windows	X						
Village Council Chamber	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners		X					
Vacuum all carpeted areas		X					
Clean and disinfect all counters		X					
Dust all furniture, ledges, window sills, all low and high reach areas		X					
Other Services	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Clean and sanitize telephones		X					
Clean all glass doors, glass storefront - interior and exterior		X					
Spot clean all carpeted areas			X				
Clean all return air vents and air supply vents				X			
Clean all interior and exterior windows				X			
Dust all window blinds				X			
Steam clean all carpeting							X
Steam clean/scrub all tile and grout surfaces						X	
Empty, clean, disinfect all interior surfaces of refrigerator				X			
Clean security cameras shields/domes				X			
Additional cleaning of lobby and public restrooms for Village Council meetings approximately 20 times a year			X				

Restrooms*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean mirrors, chrome and stainless-steel surfaces	X						
Sanitize all restroom counters and fixtures	X						
Clean and disinfect all toilets and fixtures	X						
Wipe and disinfect both sides of restroom partitions	X						
Clean both sides of all doors	X						
Sweep and wet mop hard surface floors with germicidal cleaner	X						
Restock paper goods and soap dispensers	X						

*: Daily frequency is 7 days a week

Restrooms*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean mirrors, chrome and stainless-steel surfaces	X						
Sanitize all restroom counters and fixtures	X						
Clean and disinfect all toilets and fixtures	X						
Wipe and disinfect both sides of restroom partitions	X						
Clean both sides of all doors	X						
Sweep and wet mop hard surface floors with germicidal cleaner	X						
Restock paper goods and soap dispensers	X						

*: Daily frequency is 7 days a week

Restrooms*	Frequency						
	Daily	Weekly	As-Needed	Monthly	Semi-Monthly	Annual	Semi-Annual
Empty trash receptacles and replace liners	X						
Clean mirrors, chrome and stainless-steel surfaces	X						
Sanitize all restroom counters and fixtures	X						
Clean and disinfect all toilets and fixtures	X						
Wipe and disinfect both sides of restroom partitions	X						
Clean both sides of all doors	X						
Sweep and wet mop hard surface floors with germicidal cleaner	X						
Restock paper goods and soap dispensers	X						

*: Daily frequency is 7 days a week

Service Locations

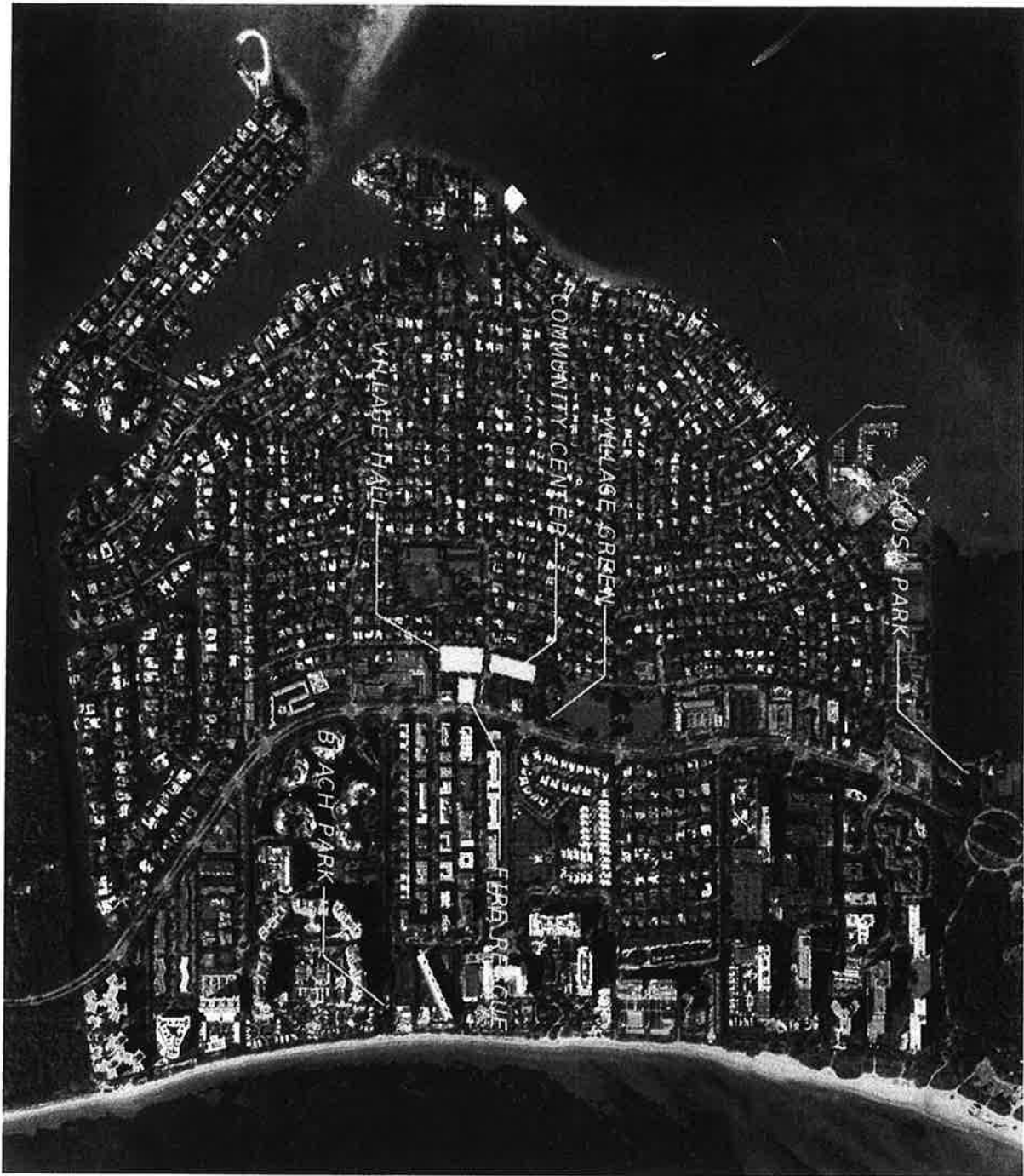


EXHIBIT E
PERFORMANCE EVALUATION CRITERIA

SCORE CARD

Fiscal Year: _____

Quarter: _____

Metric	Frequency	Point per Metric					Score
		5	4	3	2	1	
Customer Satisfaction Survey	Monthly Reporting with Quarterly Summary for KPI	Score of 95% or Better	Score of 90%-94%	Score of 80%-89%	Score of 70%-79%	Score of 69% or Less	
Custodial Cleanliness Survey (Weekly Report)	Monthly Reporting with Quarterly Summary for KPI	Score of 95% or Better	Score of 90%-94%	Score of 80%-89%	Score of 70%-79%	Score of 69% or Less	
Deliverables in Accordance with Schedule	Monthly Reporting with Quarterly Summary for KPI	Score of 95% or Better	Score of 90%-94%	Score of 80%-89%	Score of 70%-79%	Score of 69% or Less	
Workforce Sustainability (Retention Rate)	Monthly Reporting with Quarterly Summary for KPI	Score of 95% or Better	Score of 90%-94%	Score of 80%-89%	Score of 70%-79%	Score of 69% or Less	
Number of Emergency Work Orders Completed On-Time	Monthly Reporting with Quarterly Summary for KPI	Score of 95% or Better	Score of 90%-94%	Score of 80%-89%	Score of 70%-79%	Score of 69% or Less	
						Total Points Earned	
						Maximum Points Available	25
						% Score	

EXHIBIT F
CERTIFICATE OF INSURANCE

ATTACHED - SEE NEXT PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2023

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


PRODUCER CIC HOTALING 2103 Coral Way Suite 721 Miami, FL 33145	CONTACT NAME: PHONE (A/C, No, Ext): (305) 393-8981	FAX (A/C, No): (845) 471-7494
	E-MAIL ADDRESS: certificatesMIA@hgfin.net	
INSURED Coastal Building Maintenance, Inc. 8651 NW 70th St Miami, FL 33166	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Travelers Indemnity Company	25658
	INSURER C: Travelers Property Casualty Insurance Co	36161
	INSURER D: Bridgefield Casualty Insurance Company	10335
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		P-660-0R56116A-COF-23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 EMPLOYEE BENEFIT \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0T451623-22-43-G	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP-0T45187A-23-43	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	196-56826	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as Additional Insured with respects to the General Liability when required by written. Waiver of Subrogation is in favor of Certificate Holder with respects to the General Liability when required by written.

CERTIFICATE HOLDER Village of Key Biscayne Key Biscayne, FL 33149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RRR Response # 779



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

Village Manager
Steven C. Williamson

DATE: June 6, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
Steven C. Williamson
RE: Resolution Modifying the Solid Waste & Recycling Fees

RECOMMENDATION

I recommend that Village Council authorize the Village Manager to approve the modification of Solid Waste & Recycling Fees.

BACKGROUND

On December 8, 2020 the Village passed Ordinance 2020-07 amending Section 2-62 of the Village Code to allow the Village to utilize the Uniform Method to levy, collect, and enforce non-ad valorem assessments as provided for in Section 197.3632 of the Florida Statutes.

On June 1, 2021 the Village passed Resolution 2020-63 entering into an agreement with Great Waste and Recycling Services, LLC to solid waste collection and disposal services for a three-year term beginning January 1, 2021 through December 31, 2023.

On February 15, 2023, the Village passed Resolution 2023-08 amending the contract with Great Waste by providing a one-time compensation adjustment in the amount of \$49,950 for the third year of the initial term due to rising costs in return for capping option years four and five using the Consumer Price Index for All Urban Consumers (CPI-U) with cap of 4%.

On May 9th, 2023 the Village passed a Resolution to set the Solid Waste hearing date on June 6, 2023.

The Solid Waste & Recycling Service Fee was last set on December 8, 2020 via Resolution 2021-71 at \$805 per household. The hearing date will discuss a proposed increase that will allow the Village to raise the fee to \$837 for FY 24 with a maximum of \$875 for FY 25 based on the amended agreement.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAZYNE, FLORIDA, PROVIDING FOR THE COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR THE METHOD OF APPORTIONING THE COST OF PROVIDING SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR REVISIONS TO THE SERVICE FEE FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; CONFIRMING INITIAL RATE RESOLUTION; ESTABLISHING THE METHOD BY WHICH THE PROPOSED SERVICE FEE SHALL BE MADE; PROVIDING FOR EQUALIZATION, FILING, AND LIEN ON PROPERTIES TO BE ASSESSED; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne, Florida (the “Village”) provides solid waste and recycling collection services (the “Services”) for residential customers within the Village; and

WHEREAS, pursuant to Section 2-61 of the Village Code of Ordinances (the “Code”), the Village Council of the Village (the “Village Council”) is authorized to impose fees for the Services (the “Fee”); and

WHEREAS, on December 8, 2020, the Village Council amended Section 2-62 of the Code to provide for the collection of the Fee using the non-ad valorem levy, collection and enforcement method as provided in Chapter 197, Florida Statutes (the “Uniform Method of Collection Act”); and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Uniform Collection Act which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Exhibit “A” and the proof of publication being attached hereto as Exhibit “B”; and

WHEREAS, a public hearing was held on June 6, 2023 and comments and objections of all interested persons have been heard and considered as required by the terms of the Uniform Collection

Act; and

WHEREAS, any and all complaints as to individual Fees have been considered by the Village Council meeting for the purpose of considering the equalization of individual assessments and to determine whether to adjust the assessments on the basis of justice and right: and

WHEREAS, the Village Council desires to increase the Fees and use the Uniform Method of Collection with respect to the revised Fees; and

WHEREAS, the Village Council having held a public hearing on this date desires to adopt this resolution which would increase the Fee in excess of the amount established by Resolution No. 2020-71; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Authority.** That this Resolution is adopted pursuant to the provisions of Resolution No. 2023-23, adopted on May 9, 2023 (the “Initial Rate Resolution”), Sections 2-61 and 2-62 of the Village Code, Sections 166.021 and 166.041, Florida Statutes, the Uniform Method of Collection Act, and other applicable provisions of law.

Section 3. **Purpose and Definitions.** That after having provided due notice of the public hearing and after having held a public hearing on the proposed increase of the Fee, this Resolution is to provide for an increase to the Fee. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Uniform Method of Collection Act or in the Initial Rate Resolution.

Section 4. Determination of Cost for Solid Waste and Recycling Collection Services;

Establishment of a Proposed Revised Solid Waste and Recycling Collection Services Fee.

4.1. For the purposes of Fiscal Year 2023-2024, the Annual Cost is estimated to be \$1,060,984, the cost of collection under the Uniform Method of Collection Act is approximately five percent (5%), including discounts for early payment (the “Collection Cost”) which is approximately \$55,574.00. The Annual Cost plus the Collection Cost equal approximately \$1,116,558.00 (the “Total Cost”) to be collected from all Properties receiving the Service which is approximately 1,334 residential properties.

4.2. Based upon the estimated Total Cost as set forth in section 4.1 above, and the calculations of estimated number of Properties to be receiving the Services, a proposed Fee of \$837.00 is required to be levied on each Property receiving the Service for Fiscal Year 2023-2024.

4.3. In order to provide for increases in costs for subsequent years, the Village has determined to set the Maximum Fee to be collected in any Fiscal Year subsequent to 2023-2024 at \$875.00.

4.4. The Village intends to collect the Fee using the method provided in the Uniform Method of Collections Act. Any increase in the Fee as previously adopted requires the Village to first have a public hearing after providing notice as set forth in Section 197.3632, Florida Statutes, as amended.

Section 5. Levy And Imposition of Fee. Having considered all testimony provided at the public hearing and based on the findings described in the Initial Rate Resolution, the Village Council has determined that it is appropriate, advisable, and in the best interests of the Village, its residents and property owners, to levy the annual Fee for Fiscal Year 2023-2024 in the amount of \$837.00 and to set the Maximum Fee to be collected in any Fiscal Year subsequent to 2023-2024 at \$875.00 against the

properties described in the Final Assessment Roll attached as Exhibit “C” to this Final Rate Resolution, and said Fees are hereby levied and imposed.

Section 6. **Confirmation of Initial Rate Resolution.** The Initial Rate Resolution, as modified, amended and supplemented herein, is hereby confirmed.

Section 7. **Collection.** The Village Manager is hereby directed to take any and all appropriate steps to provide for the collection of such Fee using the Uniform Method, commencing with the tax bill issued in November 2023. The Village Attorney is hereby authorized to initiate and maintain all proceedings necessary and appropriate to provide for the Uniform Method of collection of any and all Fees based upon the annual rate for each Property and not to exceed the Maximum Rate established herein.

Section 8. **Revisions to Assessments.** If any Fee made under the provisions of this Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Village Council is satisfied that any such Fee is so irregular or defective that the same cannot be enforced or collected, or if the Village Council has failed to include or omitted any Property on the Preliminary Assessment Roll or Final Assessment Roll which property should have been so included, the Village Council may take all necessary steps to impose a new Fee against any such Property receiving the Service, following as nearly as may be practicable, the provisions of the Uniform Method of Collection Act and in case such second Fee is annulled, vacated, or set aside, the Village Council may obtain and impose other Fees until a valid Fee for the Service is imposed.

Section 9. **Equalization.** Having considered all complaints as to individual Fees, the Village Council has determined that no adjustment or equalization is necessary to provide for a just and fair result.

Section 10. Filing. Upon adoption, this Resolution shall immediately be filed with the Village Clerk, and the Final Assessment Roll shall be filed with the Village Council, Village Clerk and the Miami-Dade Property Appraiser and Tax Collector in the manner provided in the Ordinance and the Uniform Collection Act.

Section 11. Effect of Adoption of Resolution. The adoption of this Final Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and levy, the rates of Fee, the Final Assessment Roll and the levy and lien of the Fee), unless proper steps shall be initiated in a court of competent jurisdiction within thirty (30) days from the date of adoption of this Rate Resolution.

Section 12. Severability. The provisions of this resolution are declared to be severable and if any section, sentence, clause or phrase of this resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this resolution but they shall remain in effect, it being the legislative intent that this resolution shall stand notwithstanding the invalidity of any part.

Section 13. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT "A"

Affidavit of Mailed Notice

AFFIDAVIT

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

BEFORE ME, the undersigned authority, personally appeared the Finance Director for the Village of Key Biscayne, Florida, Benjamin Nussbaum (the "Affiant"), who being first duly sworn upon oath, deposes and says:

That the Affiant provided mailed notice to all addresses listed in Exhibit "1," attached hereto, on June 1st, 2023. Said notice was in the form attached hereto as Exhibit "2."

FURTHER AFFIANT SAYETH NAUGHT

DATED this 1st day of June, 2023



Benjamin Nussbaum, CPA, CGMA, CPPT

STATE OF FLORIDA)
)
) ss:
)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of June, 2023, by Benjamin Nussbaum, on behalf of Village of Key Biscayne. She/He is personally known to me or has produced _____ as identification.



[SEAL]


Notary Public

Myriam Restrepo
Print Name

THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637

***** NOTICE TO PROPERTY OWNER *****

Village of Key Biscayne, Florida
88 W McIntyre St Suite 210
Key Biscayne, Florida 33149

VILLAGE OF KEY BISCAYNE, FLORIDA
NOTICE TO IMPOSE AND
PROVIDE FOR COLLECTION OF NON-AD
VALOREM ASSESSMENT

NOTICE DATE: May __, 2023

[insert name of property owner]
[insert address from tax roll]

Tax Parcel No.: _____
Legal Description:

As required by Section 197.3632, Florida Statutes, notice is given by the Village of Key Biscayne, Florida (the "Village"), that an annual fee for the solid waste and recycling collection will be collected using the tax bill collection method, may be levied on your property for the fiscal year beginning October 1, 2023 - September 30, 2024.

The purpose of this fee is to fund the costs of solid waste and recycling collection benefiting residential properties consisting of a single household located within the Village, including solid waste collection, disposal and recycling services. The revenue to be collected within the Village from the fee, is estimated to be \$1,116,558.00, including the cost of collection. The annual solid waste and recycling service fee is based on the number of households contained on each parcel of property plus any unpaid or delinquent charges for solid waste and recycling collection services.

The following is a summary of the non-ad valorem fee being levied on the above parcel for the fiscal year beginning October 1, 2023:

- The total number of residential households on the above parcel is 1.
- The solid waste and recycling collection service fee for the above parcel is \$837.00 per household or \$837.00 in total.

(Continued On Back)

(Continued From Front)

The annual solid waste and recycling collection service fee for the above parcel is \$837.00 for each residential household for fiscal year commencing October 1, 2023.

The maximum annual solid waste and recycling service fee for the above parcel is \$875.00 for each residential household for the Village's fiscal year commencing October 1, 2023, and each fiscal year thereafter.

A public hearing will be held by Village Council at Village Hall located at 88 West McIntyre Street Key Biscayne, FL 33149 at 5:00 p.m. on June 6, 2023, or as soon as practicable thereafter, for the purpose of receiving public comment on the proposed fee. All residential households receiving solid waste and recycling collection services within the Village were mailed individual notices similar to this one. Subsequently, only owners of reclassified property which resulted in an increased fee, or owners of property not included on the prior year's assessment roll will receive updated mailed notice in addition to the annual published notice. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 calendar days of the date of this notice. If you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305)_____, Ext. ____, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the fee rate and the imposition of the fee), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste and Recycling Service Fee Ordinance, the Initial Assessment Resolution, and the preliminary assessment roll are available for inspection at the Village Clerk's office located at 88 W McIntyre St Suite 210, Key Biscayne, Florida 33149.

Both the solid waste and recycling service non-ad valorem fee amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2023. Failure to pay the fee will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your solid waste and recycling service fee, please contact the Village Finance Department at (305)_____, Monday through Friday between 9:00 a.m. and 5:00 p.m.

*****THIS IS NOT A BILL*****

Folio Number	Units	Fee
24-4232-002-0220	1	875
24-4232-002-0221	1	875
24-4232-002-0223	1	875
24-4232-002-0230	1	875
24-4232-002-0240	1	875
24-4232-002-0250	1	875
24-4232-002-0260	1	875
24-4232-002-0261	1	875
24-4232-002-0264	1	875
24-4232-002-0270	1	875
24-4232-002-0281	1	875
24-4232-002-0282	1	875
24-4232-003-0010	1	875
24-4232-003-0020	1	875
24-4232-003-0030	1	875
24-4232-003-0040	1	875
24-4232-003-0050	1	875
24-4232-003-0060	1	875
24-4232-003-0070	1	875
24-4232-003-0080	1	875
24-4232-003-0090	1	875
24-4232-003-0100	1	875
24-4232-003-0110	1	875
24-4232-003-0120	1	875
24-4232-003-0130	1	875
24-4232-003-0140	1	875
24-4232-003-0150	1	875
24-4232-003-0160	1	875
24-4232-003-0170	1	875
24-4232-003-0180	1	875
24-4232-003-0190	1	875
24-4232-003-0200	1	875
24-4232-003-0210	1	875
24-4232-003-0220	1	875
24-4232-003-0230	1	875
24-4232-003-0240	1	875
24-4232-003-0250	1	875
24-4232-003-0270	1	875
24-4232-003-0280	1	875
24-4232-003-0290	1	875
24-4232-003-0300	1	875
24-4232-003-0310	1	875
24-4232-003-0330	1	875
24-4232-003-0340	1	875
24-4232-003-0350	1	875
24-4232-003-0360	1	875

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EXHIBIT "B"

Proof of Publication

Council moves forward with 'short-term' stormwater drainage project

By **Hillard Grossman**
Special to Islander News

Construction of Village-wide stormwater drainage improvements and roadway resurfacing comes with a hefty price.

But, during their last meeting, Key Biscayne Village Council members approved, by a 7-0 vote, the first reading of an ordinance to select Metro Express Inc. for the project in an amount not to exceed \$1,014,229.50.

Because of the cost, postcards will be mailed to all electors in the Village prior to the June 6 Council meeting, when the agenda item will be revisited.

Outgoing Public Works Director Jake Ozyman said the money will be used to "basically address some of the flooding in the short term," such as curbs around the catch basins, and adjusting elevations (slope corrections) on roadways to improve flow.

Areas 1, 2 and 4 should be covered under this budget, Ozyman said, while grant money is being applied for to improve Zone 3.

Money for Zone 5 would need to come at a later date.

"So, this is a Band-aid until we get to the larger fix?" Mayor Joe Rasco asked, to which Ozyman said "Yes."

The larger fix is more of the long-term project in which larger pipes would supplant existing pipes, along with other important flood-relaxing features. The Village's 30% plan should be presented at the end of May, while the 100% plan should be ready by the end of November, to help solve the current, most critical, areas where flooding occurs.

Fire Rescue unit passes test

Joseph Pozzo, with the Center for Public Safety Assessment, gave Key Biscayne's Fire Rescue Unit glowing remarks and made 13 recommendations, some specifically geared toward the upcoming loss of more than a half-dozen unit leaders and several other staff members within the next 36 to 42 months.

"Nobody had a bad thing to say about the Key Biscayne Fire Department," said Pozzo, who was concerned "with these people leaving with all this internal knowledge."

Chief Eric Lang, who said he was proud of his team for the assessment results, expects up to 19 vacancies in the near future, including himself, if he decides to step

aside in the summer of 2025.

Lang will be asking for a new civilian position in Management Analysis and, like Pozzo recommended, double-slotting (shadowing) the Deputy Chief of Operations role before, and as, Chief Marcos Osorio departs.

Councilman Ed London wanted to know if Lang was willing to stay ("I love him," he said), but the Chief said there has been no discussion of that, as yet, with the Village Manager.

Other agenda items ...

Brightview Landscape Services Inc. was selected as the new company to provide the Village with comprehensive landscape maintenance services in the amount not to exceed \$1,133,412 after a thorough vetting process with four contenders. Litter and debris control will be part of Brightview's services. The price comes in about \$26,000 more than what the existing company, SFM Services Inc., would have charged.

Olga Garcia, Zoning Plans Reviewer/Planner, was presented with a plaque for her efforts in getting Key Biscayne designated as a National Arbor Day Foundation 2022 Tree City USA community.

Octavio Rinaldi, Vice President of Commodore Club South Inc., requested to defer an agreement with the Village for beach access easement until the June 6 meeting (and was granted). He hoped his lawyers could get the agreement in place this month.

A motion carried 6-1 to accept a resolution to move the service fees for solid waste and recycling collection to the tax bill, although a public hearing will need to take place in the coming months.

Ozyman was recognized for his contributions and achievements as Public Works Director (and even BZP leader at one point) since June 2018. "Thank you on behalf of the Council," Mayor Rasco said. "We owe you a debt of gratitude for all the work you have done."

Two proclamations were presented by the Mayor, one to declare the first Friday in June as National Gun Violence Awareness Day on the island, and the other to recognize Israel's 75th Independence Day anniversary.

Councilman Brett Moss wanted to congratulate "Key Rat" Ramiro Restrepo, who last weekend was one of the owners of the horse (Mage) that won the Kentucky Derby.



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The public hearing will be held by Village Council at the Council Chamber, located at 560 Crandon Boulevard, Key Biscayne, FL 33149 at 6:30 p.m. on June 6, 2023, or as soon as practicable thereafter, for the purpose of receiving public comment on the proposed fee. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice.

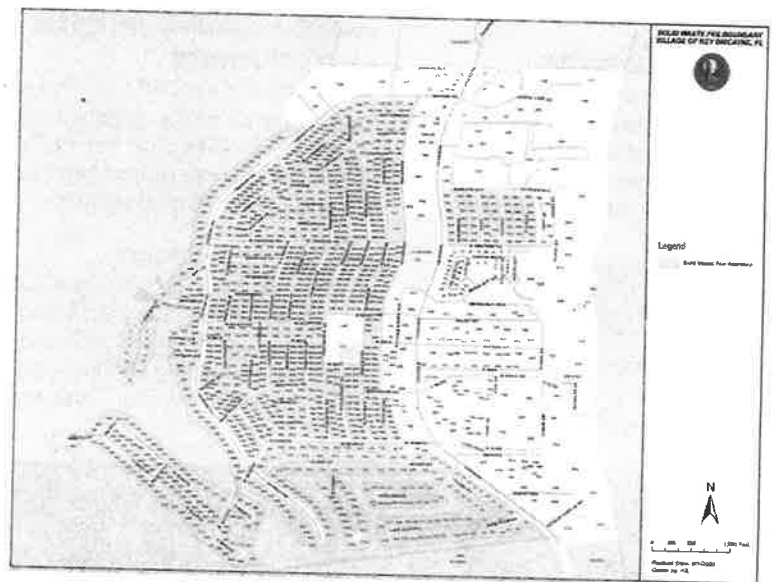
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The fee will begin to be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by Section 197.3632, Florida Statutes. Failure to pay the fee will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the fee annually.

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VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA

By: Jocelyn Koch, Village Clerk

neurologist at the University of California at San Francisco, who was not involved in the study.

"I think this raises a number of interesting questions. I don't know that we have the answers."

A GENETIC TIME BOMB

For decades, neurologist Francisco Lopera at the University of Antioquia in Medellín, Colombia, has been caring for and following an extended family, many of whose members carry a tragically unlucky mutation in a gene called presenilin 1. The mutation is rare, and its effects are aggressive and predictable.

By their late 20s, people who carry the mutation have brains clogged with the hallmark amyloid plaques that characterize Alzheimer's disease. By their mid-30s, tangles of a different protein associated with Alzheimer's, tau, appear.

People carrying this gene begin to experience the first inklings of cognitive problems around age 44, and by 49, they have full-blown dementia. They typically die in their 60s.

named Christchurch. Although her brain was clogged with the characteristic amyloid plaques of Alzheimer's, it was relatively free of the tangles of tau that are also associated with the disease.

Scientists marveled at the case but also debated its relevance. This was only one person. Was it an aberration, or a path to follow? What could this one person reveal about how to fight Alzheimer's in the broader population?

A TANGLED TARGET

The discovery of a second person with genetic resilience validates the quest but also deepens the mystery. The man, whose identity is anonymous at his family's request, doesn't have the Christchurch gene variant. He appears to have been protected due to a mutation in a different gene called reelin. What's more, both patients had brains riddled with amyloid plaques, which have so far been a key target in therapies for Alzheimer's.

Recently, drugs aimed at clearing amyloid plaques

A photo illustration of an Alzheimer's patient. Recently, drugs aimed at clearing amyloid plaques have been approved in the United States — the first beacons of hope in decades. But these drugs are far from a cure.

have been approved in the United States — the first beacons of hope in decades. But these drugs are far from a cure. They aim to slow the progression of the disease, but have fostered debate and criticism over whether modest benefits outweigh their risks.

The woman's lack of tau tangles supported an alternate avenue for therapeutics. When the man traveled to Massachusetts to have his brain scanned at age 73, researchers found that he had both amyloid plaques and tau tangles associated with Alzheimer's disease. But crucially, tau was relatively limited in his entorhinal cortex, which is essential for memory.

"The possibility that just by protecting the entorhinal cortex, even if you have a lot of Alzheimer's pathology elsewhere, you can have that protection? Wouldn't that be amazing? That's what's very tantalizing,"

Arboleda-Velasquez said.

Scientists, including those involved in the research, cautioned that the study is far from a definitive explanation of why the man's memory was protected for years. There could be multiple contributors, rather than a single explanation.

But the possibility that a person could have a high level of protection against decline, even with a brain that is substantially affected by amyloid and tau buildup, is "intriguing," said Inmaculada Cuchillo Ibañez, a neuroscientist at the Institute of Neurosciences at Miguel Hernández University in Alicante, Spain. She has studied the reelin protein in the brains of people with more common forms of Alzheimer's disease. "This suggests that this ... could be critical in protecting against cognitive impairment," Cuchillo Ibañez wrote in an email.

The researchers did find

“

I THINK IT'S IMPORTANT THAT WE LISTEN TO THE PATIENTS. AND I THINK WHAT THE PATIENTS ARE TELLING US IS ... THERE IS A PATHWAY FOR PROTECTION.

Joseph F. Arboleda-Velasquez, one of the leaders of the study.

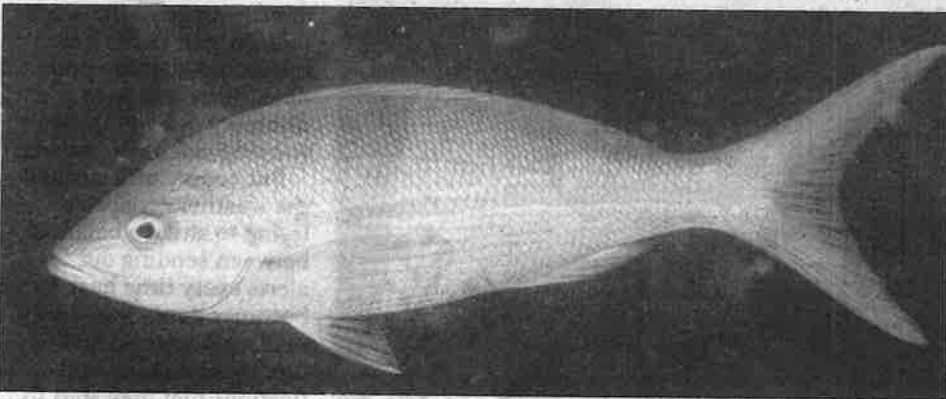
an overlap between the two different gene mutations that helped protect these individuals: Both mutations affect proteins that bind to the same receptors on the surfaces of brain cells. The

scientists also found that mice that are genetically predisposed to develop tau tangles in their brains were less likely to do so when they carried the reelin gene mutation found in the man.

Understanding the possible biochemical pathways that produced protection opens up new approaches for drug development, the researchers said.

Quiroz said the man's family members were excited that something useful had been learned from his case. Patients and researchers are both aware that the disease moves so quickly that discoveries may only benefit future generations. But Lopera said in an email that these exceptional cases point the way forward.

The two cases, he wrote, "have enormous potential to benefit the entire world population with or at risk of Alzheimer's disease because they are showing a path to prevention and cure."



Yellowtail snappers are highly valued by seafood lovers for its sweet, mild flaky fillets. NOAA

Florida's catch limit on yellowtail snapper is 10. Police say this fisherman had 107

BY DAVID GOODHUE
dgoodhue@flkeysnews.com

A Florida Keys man was found with 107 yellowtail snapper by state fish and wildlife officers conducting catch inspections Sunday, according to police.

The state bag limit for the fish — highly valued by seafood lovers for its sweet, mild flaky fillets — is 10 per person.

According to a Florida Fish and Wildlife Conser-

vation Commission statement emailed to the Miami Herald/FLKeysNews.com, officers caught Duvier Lorenzo Rodriguez, 47, with the over-the-limit catch near a home in the Middle Keys city of Marathon.

The agency did not provide more details about the arrest after follow-up questions.

Lorenzo Rodriguez, who lives in Marathon, could not be reached for comment. He was booked into

Plantation Key jail around 11 p.m. on a misdemeanor charge of being over the limit, according to Monroe County Sheriff's Office inmate records.

He was also cited for not having a current salt-water fishing license, the FWC statement said. He was released with a court date around 1:30 a.m.

David Goodhue:
305-923-9728,
@DavidGoodhue

A Kendall Baptist Hospital nursing assistant repeatedly struck a patient, state says

BY DAVID J. NEAL
dneal@miamiherald.com

A West Kendall Baptist Hospital certified nursing assistant called a patient "disgusting" before cursing at him and hitting him multiple times, a state complaint said.

The Florida Department of Health administrative complaint was filed against Miami Gardens'

Dawn Brown, a 52-year-old whose online department profile shows no previous discipline problems since becoming licensed on March 29, 2007.

But, the complaint says, while working at West Kendall Baptist on Dec. 4, 2021, Brown told a 55-year-old patient, "You're disgusting. I would prefer to clean dog ----."

The complaint also says

Brown "struck (the patient) several times."

Brown chose not to argue the accusation. Thursday, the state Board of Nursing issued the final order accepting Brown's voluntary surrender of her certified nursing assistant license.

David J. Neal:
305-376-3559,
@DavidJNeal

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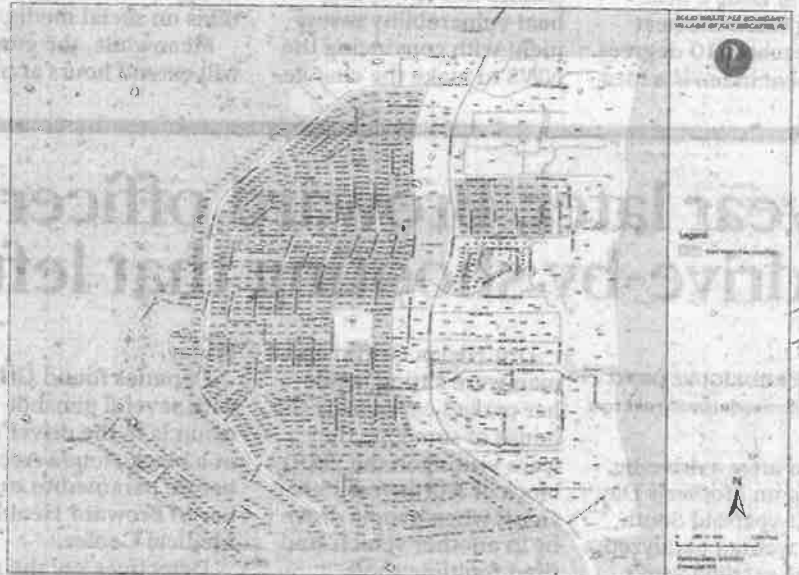
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VILLAGE COUNCIL OF THE VILLAGE
OF KEY BISCAYNE, FLORIDA

By: Jocelyn Koch, Village Clerk

EXHIBIT "C"

Final Assessment Roll

EXHIBIT C

Folio Number	Units	Fee
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24-4232-002-0223	1	875
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24-5205-011-0410	1	875
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24-5205-011-0430	1	875
24-5205-011-0440	1	875
24-5205-011-0450	1	875
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24-5205-013-0080	1	875
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24-5205-072-0010	1	875
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24-4232-006-2950	1	875
24-5205-001-0640	1	875
24-5205-052-0010	1	875



VILLAGE OF KEY BISCAYNE

MEMORANDUM

Village Council
 Joe I. Rasco, Mayor
 Franklin H. Caplan, Vice Mayor
 Brett G. Moss
 Edward London
 Allison McCormick
 Oscar Sardifias
 Fernando A. Vazquez

Village Manager
 Steven C. Williamson

DATE: June 6, 2023
 TO: Mayor Rasco and Councilmembers
 THRU: Steven C. Williamson, Village Manager
 FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department
 RE: 1047 Mariner Drive: Regulatory Variance

APPLICATION SUMMARY

Applicant	KB Mariner, LLC.
Request	Approval of a variance to allow a second story addition with a 9.44-foot side setback where 15 feet are required within the Village Estates (VE) zoning district.
Site Address	1047 Mariner Drive
Master Plan	Low Density Single Family Residential
Zoning District	VE – Village Estate
File Number	DRY23-00011
Recommendation	Denial

EXPLANATION AND ANALYSIS

The Request: The VE zoning district requires that second story additions provide a minimum 15-foot side setback. The applicant is seeking a variance from this requirement to allow a second story addition with a 9.44-foot side



VILLAGE OF KEY BISCAINE

setback, 5.5 feet closer to the neighboring property than what is currently allowed.

Variance Evaluation Criteria: The Village's Zoning Ordinance provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis There is contradictory information within the Code regarding the intent of the second story setback. New construction allows a 2nd story at the 7.5' setback while an addition requires the 15' setback. The proposed reduction in 2nd story setback could potentially negatively impact the public. In particular, the current and any subsequent owner of the adjacent properties which will be within the direct line-of-site of the by the addition may be negatively impacted. However, a newly constructed building would be allowed to be built within the line-of-site.

Current zoning regulations under Section 30-100(e) of the Village of Key Biscayne's Zoning and Land Development Regulations (the "Code") states that one story additions may follow the existing building wall setback and second story additions shall have a 15-foot interior side setback. However, the Code also allows the construction of new single-family homes to be built as close as 7.5 feet from a side property line both vertically and horizontally, provided that the side setbacks meet at least 30% of the average lot width.

In 2007, the Zoning Ordinance Review Committee (ZORC) was created to review its then-current zoning code and present its recommendations to Council. In 2010, the ZORC proposed a set of recommendations of which included changes to the minimum setback regulations and more specifically to the side setbacks within the VE zoning district, changing the second-story side yard setback requirement from 7.5 feet for areas less than 50% of the first floor which applied to both existing and new construction second story areas.

Considering that this lot is larger than a standard-sized lot and provides ample space to allow for the construction of an addition within the required 15-foot setback, application of the current Code will not prevent the applicant from the enjoyment and continued use of his property. However, it should be noted that the current Code also allows the construction of a new single-family home to be built within a 7.5-foot side yard setback both horizontally and vertically. To wit, if the entire property were to be



VILLAGE OF KEY BISCAIYNE

demolished, a new single-family home would be permitted as close as 7.5 feet from one side yard and that setback allowance includes second and third story areas up until the required maximum wall height allowance under Section 30-100(c)(2)(b)(c).

Finding Inconsistent.

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The property is within the Low-Density Single Family Residential land use category, which is intended to allow for the use of single family detached homes on lots of at least 15,000 square feet of net area. The addition would serve the continued use of the existing single-family home and as such would not be detrimental to the community from the land use compatibility standpoint.

Finding Consistent

RECOMMENDATION

Based on the Findings and relevant background information, I recommend denial of the request for the second story addition since this application does not meet the requirements of the Village's variance procedures as stated under Section 30-63 of the Village Code.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, APPROVING A VARIANCE TO ALLOW A SECOND STORY ADDITION WITH A SIDE SETBACK OF 9.44 FEET FOR THE PROPERTY LOCATED AT 1047 MARINER DRIVE WHERE 15 FEET ARE OTHERWISE REQUIRED WITHIN THE VILLAGE ESTATES (VE) ZONING DISTRICT; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, KB Mariner, LLC. (“Applicant”) is the owner of 1047 Mariner Drive, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit “A” (“Property”); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances (“Village Code”), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of Section 30-100(e) to allow a second story addition with a side setback of 9.44 feet for the Property where 15 feet are otherwise required for second story additions within the Village Estate (VE) zoning district (“Variance”); and

WHEREAS, after reviewing the Variance request, Village Staff finds that the variance would be inconsistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends denial of the Variance; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Findings.** The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) will be compatible with the surrounding land uses and will not be detrimental to the community.

Section 3. **Approval of Variance.** The Village Council, based upon competent substantial evidence, hereby approves the Applicant’s request to vary the provisions of Section 30-100(e) of the Village Code to allow a second story addition with a side setback of 9.44 feet for the Property where 15 feet are otherwise required for second story additions within the Village Estate (VE) zoning district.

Section 4. **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

LOT 13, BLOCK 6 OF CAPE FLORIDA SUBDIVISION, SECTION TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, AT PAGE 67 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Regulatory Variance No. RV-DRY23-00011

Address: 1047 Mariner Drive

Request: Approval of a variance to allow a second story addition with a 9.44-foot side setback where 15 feet are required within the Village Estates (VE) zoning district.



DRY23-00011

VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, and Planning

88 West McIntyre Street, Suite 250, Key Biscayne, FL 33149

Phone (305) 365-5512

Fax (305) 365-5556

www.keybiscayne.fl.gov

RECEIVED

BY: O. GARCIA

5/8/23

PLANNING AND ZONING APPLICATION

Date Filed: 5/8/2023

File #:

(Official Use Only)

1. REQUEST FOR:

SUPERVISORY VARIANCE

ADMINISTRATIVE VARIANCE

REGULATORY VARIANCE

APPEAL OF AN ADMINISTRATIVE

AMENDMENT TO A DECISION

SITE PLAN APPROVAL

AMENDMENT TO ZONING ORDINANCE

CONDITIONAL USE

MASTER PLAN

ZONING DISTRICT CHANGE

OTHER

Explain your request:

Extension of set back limits for second floor structures 5'-6" to follow set backs of existing 1st floor

2. Street Address of Property: 1047 Mariner drive

Legal Description: Lot(s) 13 Block 6

Subdivision: Cape Florida Subdivision section 2

3. Name of Applicant: Tatiana Carlson

Mailing Address of Applicant: 1047 Mariner Drive Key Biscayne FL 33149

Business Telephone: 786-301-6698 Home: 786-777-8978 Fax:

Email: Tatiana.zuniga@me.com

4. Name of Property Owner if Different from Applicant:

Address of Property Owner if Different from Applicant:

Business Telephone: Home: Fax:

Email:

5. Contact Person: Name Tatiana Carlson Address: 1047 Marine Drive
 Telephone: 786-301-6698 Fax: _____ Email: Tatiana.Zuniga@me.com
6. Name/address of anyone else who should receive notice of the hearing?
Tatiana Carlson / 1047 Marine Drive Key Biscayne FL 33149
7. If applicant is owner, indicate date purchased: 1/27/2022
8. If applicant is lessee, indicate date leased _____ Years _____
9. Is there an option to purchase the property? Yes **No**
10. Is the request the result of a violation notice? No If yes, attach a copy of the violation.
11. Existing use of property SFR. If residential, how many apartments __? Hotel units __? If commercial, how many sq. ft. in your space _____?
 Single family home? **Yes** No
12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary, attach additional explanation.)
N/A
13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:
- a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.
Yes Maintains all basic intents and purposes it only a extension of second floor set backs. Following existing structure foot print. Set backs will be extended in second floor.
 - b. Is compatible with the surrounding land uses and would not be detrimental to the community.
Yes Is compatible extension is following existing 1st floor foot print.
14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.
15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

SUPERVISORY VARIANCES ONLY

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

<u>05/05/2023</u>	<u>Tatiana Carlson</u>	<u>1047 Mariner Dr</u>	<u>Tatiana Carlson</u>
Date	Name (Type or Print)	Address	Signature

ADMINISTRATIVE VARIANCES ONLY

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

<u>05/05/2023</u>	<u>Tatiana Carlson</u>	<u>1047 Mariner Dr</u>	<u>Tatiana Carlson</u>
Date	Name (Type or Print)	Address	Signature

_____	_____	_____	_____
Date	Name (Type or Print)	Address	Signature

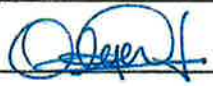
_____	_____	_____	_____
Date	Name (Type or Print)	Address	Signature

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant:	<u>Jonathan Cardman</u>	Date	<u>05/05/2023</u>
Signature of Owner:	<u>Jonathan Cardman</u>	Date	<u>05/05/2023</u>
Application Received by:	<u>O. GARCIA</u> 	Date	<u>5/8/2023</u>
Approved by:	_____	Date	_____

AFFIDAVITS

Complete one or more of the following that relates to your request.

Tenant or Owner Affidavit (if tenant is applicant then owner must sign owner/power of attorney affidavit)

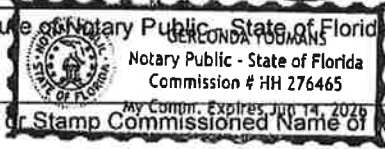
I, Tatiana Carlson, being first duly sworn, depose and say that I am the owner/tenant of the property described herein and which is the subject matter of the proposed hearing; that all the answers to the questions in this application and all supplemental data attached to and made a part of the application are honest and true to the best of my knowledge and belief.

I, Tatiana Carlson, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Tatiana Carlson
Signature of Applicant

Sworn to (or affirmed) and subscribed before me this
5th day of May 2023, by Tatiana Carlson
Name of person making statement

Gerlonda Youmans
Signature of Notary Public, State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

Corporation Affidavit

I, _____, being first duly sworn, depose and say that we are the President/Vice President, and Secretary/Ass't. Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application and all supplemental data attached to and made a part of this application are honest and true to the best of our knowledge and belief; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing.

I, _____, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
____ day of _____, by _____
Name of person making statement

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

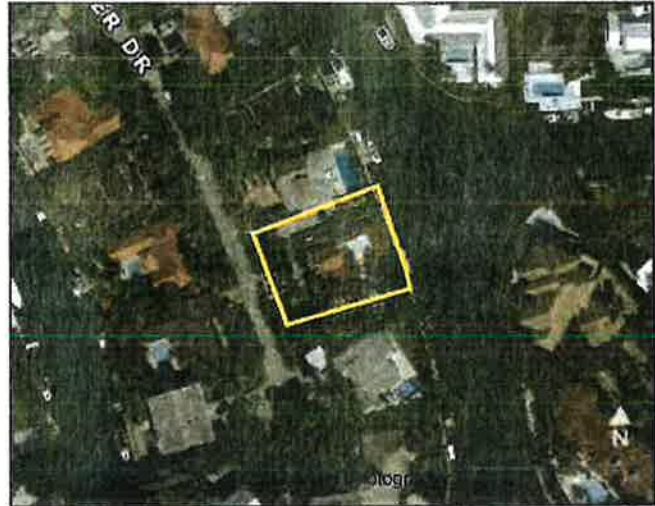


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/10/2023

Property Information	
Folio:	24-5205-011-0200
Property Address:	1047 MARINER DR Key Biscayne, FL 33149-2474
Owner	KB MARINER LLC
Mailing Address	928 W DEER HILL ROAD PARK CITY, UT 84098 USA
PA Primary Zone	2000 ESTATES - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	4 / 2 / 1
Floors	2
Living Units	1
Actual Area	4,389 Sq.Ft
Living Area	3,111 Sq.Ft
Adjusted Area	3,605 Sq.Ft
Lot Size	17,483 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	\$5,681,975	\$4,283,335	\$4,283,335
Building Value	\$1,103,130	\$382,976	\$387,843
XF Value	\$44,030	\$44,529	\$45,030
Market Value	\$6,829,135	\$4,710,840	\$4,716,208
Assessed Value	\$2,833,517	\$2,750,988	\$2,713,006

Benefits Information				
Benefit	Type	2022	2021	2020
Save Our Homes Cap	Assessment Reduction	\$3,995,618	\$1,959,852	\$2,003,202
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
5 55 42	
CAPE FLA SUB SEC 2 PB 70-67	
LOT 13 BLK 6	
& PROP INT IN & TO WATERWAY	
LOT SIZE 116.550 X 150	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$2,783,517	\$2,700,988	\$2,663,006
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$2,808,517	\$2,725,988	\$2,688,006
City			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$2,783,517	\$2,700,988	\$2,663,006
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$2,783,517	\$2,700,988	\$2,663,006

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
01/26/2022	\$7,950,000	32994-4676	Qual by exam of deed
10/01/2003	\$1,968,600	21843-4577	Sales which are qualified
07/01/1996	\$1,079,500	17309-2509	Sales which are qualified
04/01/1992	\$875,000	15485-0699	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
KB MARINER, LLC

Filing Information

Document Number L21000514666
FEI/EIN Number N/A
Date Filed 12/07/2021
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 05/23/2023

Principal Address

50 W Broadway Ste 333
 PMB 19677
 Salt Lake City, UT 84101

Changed: 05/23/2023

Mailing Address

50 W Broadway Ste 333
 PMB 19677
 Salt Lake City, UT 84101

Changed: 05/23/2023

Registered Agent Name & Address

SCHERMER, STEVEN J
 401 E. LAS OLAS BLVD., SUITE 1400
 FORT LAUDERDALE, FL 33301

Name Changed: 05/23/2023

Authorized Person(s) Detail

Name & Address

Title MGR

CARLSON, DANE
 928 W DEER HILL ROAD
 PARK CITY, UT 84098

Title MGR

CARLSON, TATIANA
928 W DEER HILL ROAD
PARK CITY, UT 84098

Annual Reports

Report Year	Filed Date
2022	05/23/2023
2023	05/23/2023

Document Images

05/23/2023 -- REINSTATEMENT	View image in PDF format
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12/07/2021 -- Florida Limited Liability	View image in PDF format
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certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdmiami.com | diana@rdmiami.com | 305.498.1614

May 3, 2023

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

Re: Property owners within 300 feet of:

SUBJECT: 1047 Mariner Drive, Key Biscayne, FL 33149

FOLIO NUMBER: 24-5205-011-0200

This is to certify that the attached ownership list, map, and mailing labels are a complete and accurate representation of the real estate property and property owners within 300 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Sincerely,

Diana B. Rio

Total number of property owners without repetition: **22, including 0 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

LIST OF PROPERTY OWNERS

LEGAL DESCRIPTION, SITE ADDRESS, FOLIO NUMBER

NAME, MAILING ADDRESS

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 9 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 100.000 X 129 OR 18730-1581 0699 4
1080 MARINER DR
KEY BISCAYNE, FL 33149
2452050110160

1080 MARINER LLC
1080 MARINER DR
KEY BISCAYNE, FL 33149

AMBER SUB PB 114-63 LOT 1 BLK 1 LOT SIZE 19459 SQ FT OR 13944-5025 0788 1
211 CAPE FLORIDA DR
KEY BISCAYNE, FL 33149
2452050430010

211 CAPE FLORIDA DR LLC
3350 VIRGINIA ST STE 330
MIAMI, FL 33133

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 12 BLK 7 & PROP INT IN & TO WATERWAY LOT SIZE 100.000 X 150 OR 21185-1413 03/2003 5
230 KNOLLWOOD DR
KEY BISCAYNE, FL 33149
2452050110380

230 KNOLLWOOD LLC
1121 CRANDON BLVD #E407
KEY BISCAYNE, FL 33149

CAPE FLA SUB SEC 3 PB 79-64 LOT 12 BLK 8 LESS BEG SE COR N41 DEG W181.79FT NELY ALG AD FOR 38.38FT E73.43FT S145.44FT TO POB LOT SIZE 21000.00 SQ FT OR 13636-2730 0388 1
241 CAPE FLORIDA DR
KEY BISCAYNE, FL 33149
2452050240270

ALBERTO GUERRA & W VIVIAN
241 CAPE FLORIDA DR
KEY BISCAYNE, FL 33149-2710

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 16 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 105.950 X 150 OR 14134-2937 0689 1
1005 MARINER DR
KEY BISCAYNE, FL 33149
2452050110230

ANA MARIA ROBBIN
JUAN G ROBBIN
1005 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 14 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 105.950 X 150 OR 18651-3799 0699 1
1045 MARINER DR
KEY BISCAYNE, FL 33149
2452050110210

CAPE MARINERS LLC
1045 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 9 BLK 7 & PROP INT IN & TO WATERWAY LOT SIZE 24600.00 SQ FT OR 17985-0156 0298 1
251 KNOLLWOOD DR
KEY BISCAYNE, FL 33149
2452050110350

CHADA EATERIES CORP
240 CRANDON BLVD STE 205
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70 67 LOT 6 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 93.800 X 150 OR 18874-3249 1199 5
1020 MARINER DR
KEY BISCAYNE, FL 33149
2452050110130

DOUGLAS SECREST
CARMEN D AMBROSIO
1020 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 4 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 93.800 X 150 COC 21396-0690 06 2003 5
980 MARINER DR
KEY BISCAYNE, FL 33149
2452050110110

EDUARDO CREEL
MARIANNA CAMARA
980 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 10 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 26250 SQ FT OR 19047-1709 03 2000 1
1090 MARINER DR
KEY BISCAYNE, FL 33149
2452050110170

EDWARD J EASTON &W ROBBI
1090 MARINER DR
KEY BISCAYNE, FL 33149-2474

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 10 BLK 7 & PROP INT IN & TO WATERWAY LOT SIZE 16100.00 SQ FT OR 16422-5024 0294 4
250 KNOLLWOOD DR
KEY BISCAYNE, FL 33149
2452050110360

FERNANDO H MERCENARI
MARTHA ELENA IBARGUENGOYTIA
250 KNOLLWOOD DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 7 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 93.800 X 150 OR 15399-387 0292 4
1040 MARINER DR
KEY BISCAYNE, FL 33149
2452050110140

HAUMONIA KB LLC
1040 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 11 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 29100.00 SQ FT OR 16963-3386 0995 1
1095 MARINER DR
KEY BISCAYNE, FL 33149
2452050110180

JAMES M MCNAMARA
LANA MCNAMARA
1095 MARINER DR
KEY BISCAYNE, FL 33149-2474

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 5 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 14070.00 SQ FT OR 16707-0021 0195 4
1000 MARINER DR
KEY BISCAYNE, FL 33149
2452050110120

JOANNE GOLDMEIER TRS
JOANNE GOLDMEIER LIVING TR
BARRY GOLDMEIER TRS
1000 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 12 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 123.100 X 133 OR 18391-340 1298 1
1051 MARINER DR
KEY BISCAYNE, FL 33149
2452050110190

JOHN LOUIS WOYTON
1051 MARINER DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 11 BLK 7 & PROP INT IN & TO WATERWAY LOT SIZE 100.000 X 138 OR 18916-0425 1299 1
240 KNOLLWOOD DR
KEY BISCAYNE, FL 33149
2452050110370

JUAN E ARISTIZABAL
1881 NW 93 AVE
DORAL, FL 33172

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 13 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 116.550 X 150 OR 17309-2509 0796 1
1047 MARINER DR
KEY BISCAYNE, FL 33149
2452050110200

KB MARINER LLC
928 W DEER HILL ROAD
PARK CITY, UT 84098

CAPE FLORIDA SUB SEC 3 PB 79-64 LOT 13 BLK 8 LOT SIZE 32300.00 SQ FT COC 24015-1490 12 2005 1
260 CAPE FLORIDA DR
KEY BISCAYNE, FL 33149
2452050240280

MIAMI FIFTIES LLC
260 CAPE FLORIDA DR
KEY BISCAYNE, FL 33149

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 8 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 93.800 X 150 OR 20441-3264 05/2002 1

RODOLFO A DUEMICHEN &W ELISA L
1060 MARINER DR

1060 MARINER DR
KEY BISCAYNE, FL 33149
2452050110150

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 17 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 105.950 X 150 OR 18851-4053 1099 1
999 MARINER DR
KEY BISCAYNE, FL 33149
2452050110240

4 55 42 437.39 AC M/L CANOGA PROPERTIES PB 65-88 ALL TR 1 LYG S OF SLY/L OF 185FT WATERWAY & ELY EXT OF SD W/W TO ATLANTIC OCEAN & TH PORT OF W/W LYG SLY OF PBS 70-67
1200 S CRANDON BLVD
UNINCORP. COUNTY, FL 33149
3052040030010

5 55 42 CAPE FLA SUB SEC 2 PB 70-67 LOT 15 BLK 6 & PROP INT IN & TO WATERWAY LOT SIZE 105.950 X 150 F/A/U 30
5205 011 0220
1025 MARINER DR
KEY BISCAYNE, FL 33149
2452050110220

KEY BISCAYNE, FL 33149-2474

SIXTO CAMPANO & W MARIA P
999 MARINER DR
KEY BISCAYNE, FL 33149-2430

TITF/REC & PARKS
CAPE FL STATE PARK
3900 COMMONWEALTH BLVD
TALLAHASSEE, FL 32399

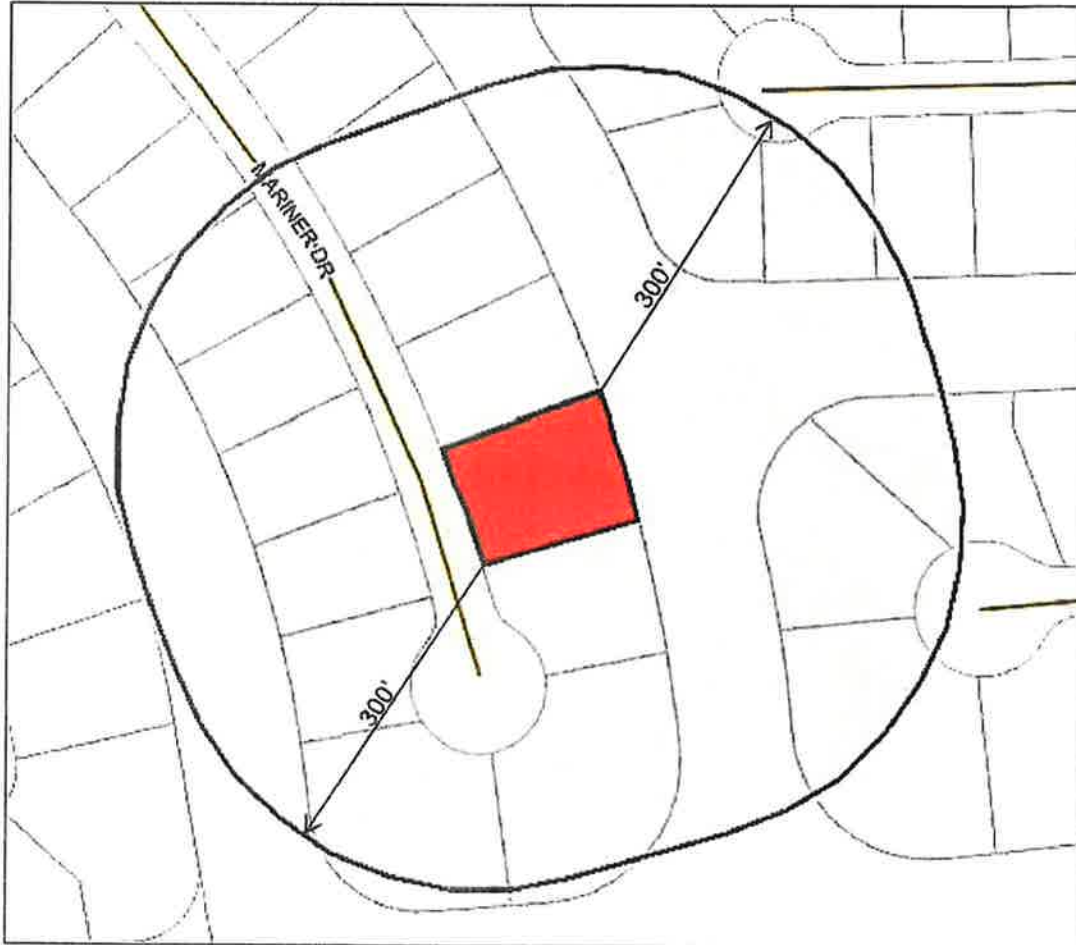
WILLY FIFER
1025 MARINER DR
KEY BISCAYNE, FL 33149



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rdmiami.com | diana@rdmiami.com | 305.498.1614

300' RADIUS MAP (N.T.S.)



SUBJECT: 1047 Mariner Drive, Key Biscayne, FL 33149
FOLIO NUMBER: 24-5205-011-0200



SKETCH OF BOUNDARY SURVEY

SCALE: 1"=20'

FOR: KB MARINER, LLC

JOB NO: 2201-013

FIELD DATE: 01-10-2022

PROP. ADDR: 1047 MARINER DRIVE, KEY BISCAIYNE, FL 33149

CERTIFIED:

KB MARINER, LLC,
THE NORTHERN TRUST COMPANY, ITS SUCCESSORS AND/OR ASSIGNS,
AS THEIR INTEREST MAY APPEAR,
OMEGA TITLE FLORIDA, LLC,
AGENTS NATIONAL TITLE INSURANCE COMPANY.

LEGAL DESCRIPTION:

CAPE FLORIDA SUBDIVISION
LOT: 13 BLOCK: 4 SUBDIVISION: SECTION 2
PLAT BOOK: 70 PAGE: 67 OF: MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) THE SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY CLIENT.
- 2) UNLESS A COMPARISON IS SHOWN, ALL BEARINGS, ANGLES AND DISTANCES SHOWN ARE THE SAME AS PLAT VALUES.
- 3) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT AND THE SAME, IF ANY MAY NOT BE SHOWN ON THE SKETCH.
- 4) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
- 5) FENCE TIES ARE TO THE CENTER LINE OF THE SAME.
- 6) WALL TIES TO THE FACE OF THE SAME.
- 7) ELEVATIONS WHEN SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD) UNLESS OTHERWISE NOTED.
- 8) THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN.
- 9) FENCE OWNERSHIP IS NOT DETERMINED.
- 10) THIS SURVEY IS FOR MORTGAGE PURPOSES ONLY, NOT TO BE USED FOR CONSTRUCTION PURPOSES.

(FLOOD ZONE INFORMATION)

ZONE: AE COMM: 120648 PANEL: 12086C0491 SUFFIX: L DATE: 2-11-2009 BASE: 9
NOTE: DETERMINATION OF FLOOD ZONE LINES WERE BASED ON SCALING OF FEMA MAP LISTED ABOVE.

NOTE: ALL BEARING HEREON ARE BASED TO THE PLAT BEARING OF ON THE CENTER LINE OF PROPERTY LINE.

EASEMENT VIOLATIONS: YES NO
APPARENT VISIBLE ENCROACHMENTS: YES NO

COMMENTS: METAL GATE AND 1.4x1.4' COLUMNS ENCR. ONTO THE RIGHT OF WAY OF MARINER DRIVE

ABBREVIATIONS:

SW= Sidewalk, CBS= Concrete Block Structure, CL= Chain Link Fence, PL= Property Line, DUE= Drainage Utility Easement, IP= Iron Pipe, A/C= Air Conditioner Foot, PC= Property Corner, D/H= Drilled Hole, WF= Wood Fence, RES= Residence, CL= Clear, IR= Iron Rebar, UE= Utility Easement, CONC= Conc. Slab, RW= Right of Way, DE= Drainage Easement, CL= Center Line, D= Diameter, TYP= Typical, M= Measured, R= Recorded, ENC= Encroachment, COMP= Computer, ASP= Asphalt, ND= Nail & Disc., S= Set, FFE= Finish Floor Elevation, O/S= Offset, P/P= Power Pole, OHP= Overhead Powerline, WM= Water Meter, WPP= Wood Power Pole, E.M.= Electric Meter, M.F.= Metal Fence, P.F.= Plastic Fence, D.M.E.= Drainage Maintenance Easement, C.M.E.= Canal Maintenance Easement, L.M.E.= Lake Maintenance Easement, M.E.= Maintenance Easement, B.C.= Block Corner, P.C.= Point of Curvature, FND= Found, ND= No Identification, B.F.P.= Back Flow Prevention.

GLOBAL DIMENSIONS INC.
Land Surveying Services

OFFICE:
9107 N.W. 159th STREET
MIAMI LAKES, FL 33018
PHONE: (305) 512-4225
FAX: (305) 512-1914

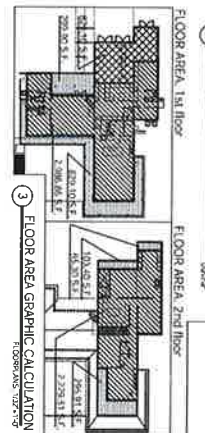
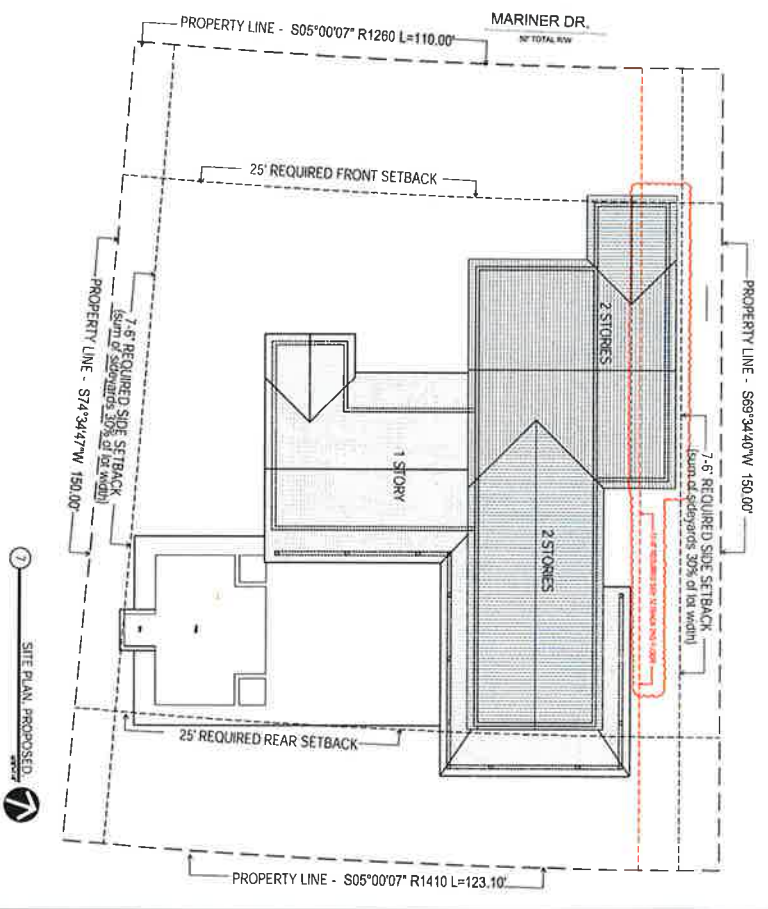
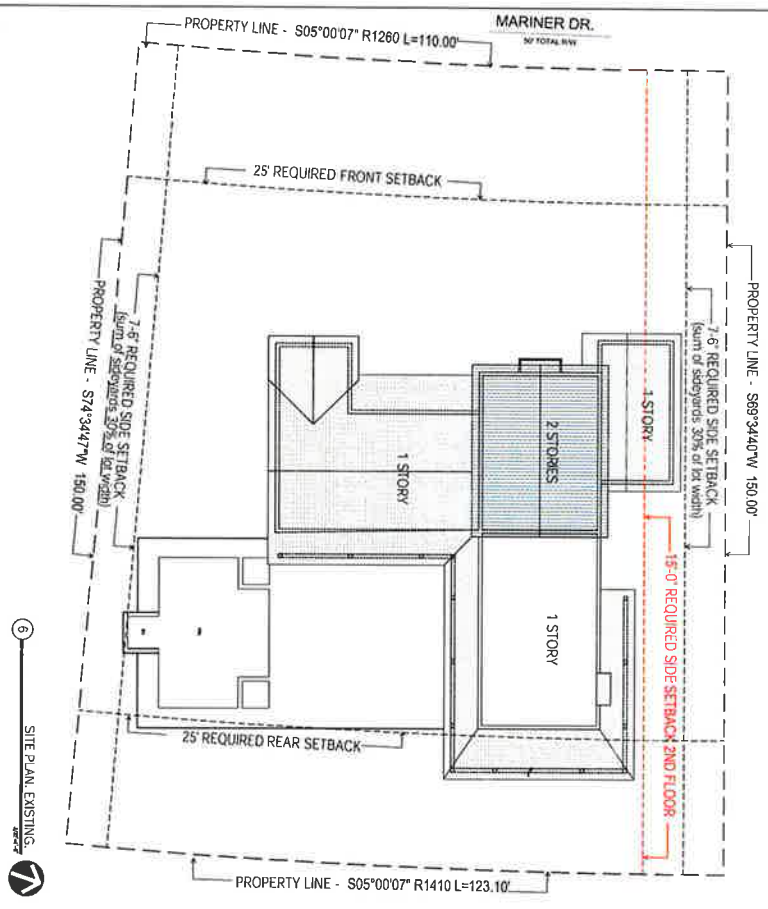
I hereby certify that the attached "BOUNDARY SURVEY" of the lands shown hereon are true and correct as surveyed and drawn under my supervision and direction. This survey complies with the standards of practice chapter 5A-17 Florida Administrative Code, pursuant to Chapter 472.007, Florida Statutes.

GUILLERMO A. GUERRERO
Professional Surveyor & Mapper No. 6453

Note: Survey map, report or copies not valid without signature and raised seal.

SHEET 1 OF 1

PROPERTY INFORMATION:
MAILING ADDRESS
 928 W DEER HILL ROAD
 PARK CITY, UT 84098
FULL LEGAL DESCRIPTION
 S 1/2 S 22 T 2 S R 2 E
 1/4 SEC 2 PG 70-57
 & PROP INT IN & TO WATERWAY
 LOT SIZE 116,559 X 150
 OR 17309-2509 0796 1
 COC 21843-4577 10 2003 1
TYPE OF WORK:
 ALTERATION LEVEL 2, As per 2009 IBC EB Chapter 6
WORKING AREA NOTES:
 TOTAL BUILDING AREA - 285 SF
 TOTAL S.F. OF WORKING AREA - 927 SF (100% OF BLDG AREA)
SCOPE OF WORK SUMMARY:
 ADDITION OF A HANDBY ROOM IN THE 1ST FLOOR OF AN EXISTING 2 STORY BUILDING, EXPANSION OF 2ND STORY ADDING 1 BEDROOM, 1 WALK-IN CLOSET, 1 BATH, 1 HALL, 1 LIVING ROOM, 1 KITCHEN, 1 BREAKFAST ROOM, 1 DINING ROOM, 1 PORCH, DEMOLITION OF EXISTING ROOF AND PARTIAL REMODELING OF THE 1ST FLOOR IN THE EXISTING AREA.



4 ZONING LEGEND

PARAMETER	REQUIREMENT	PROPOSED	REMARKS
LOT AREA	116,559 S.F.	116,559 S.F.	
LOT DIMENSIONS	116.56' X 150.00'	116.56' X 150.00'	
LOT COVERAGE	15.00%	15.00%	
MINIMUM LOT AREA	116,559 S.F.	116,559 S.F.	
MINIMUM LOT DIMENSIONS	116.56' X 150.00'	116.56' X 150.00'	
MINIMUM LOT AREA PER UNIT	116,559 S.F.	116,559 S.F.	
MINIMUM LOT DIMENSIONS PER UNIT	116.56' X 150.00'	116.56' X 150.00'	
MINIMUM LOT AREA PER UNIT	116,559 S.F.	116,559 S.F.	
MINIMUM LOT DIMENSIONS PER UNIT	116.56' X 150.00'	116.56' X 150.00'	

5 AREA SCHEDULES

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	FLOOR AREA	285	0.24%
2	ROOF AREA	1,100	0.94%
3	WALL AREA	1,100	0.94%
4	CEILING AREA	1,100	0.94%
5	LANDSCAPE AREA	116,559	100.00%
6	TOTAL AREA	118,044	101.30%

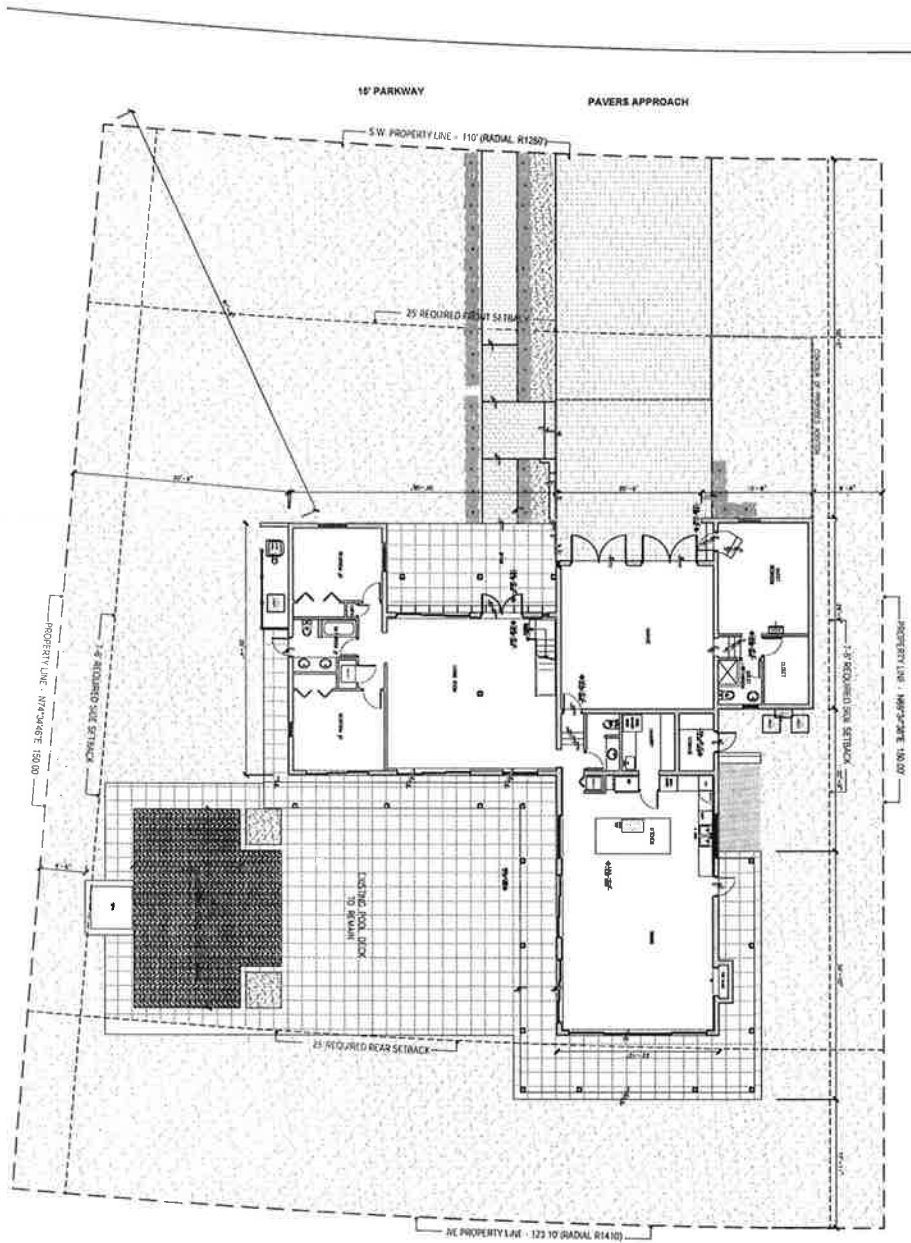
DATE DRAWN: 8/1/2010
 SHEET NUMBER: A-0

ATLANTIC ENGINEERING SERVICES, INC.
 2826 WATERS EDGE CIRCLE
 GREEN ACRES, FLORIDA 33413
 PHONE - (561) 358-4140
 FAX - (561) 966-9242
 CERTIFICATE OF AUTHORIZATION NO: 5390

HOME ADDITION AND REMODELING
 1047 MARINER DRIVE
 KEY BISCAYNE
 FL 33149

REV.	DESCRIPTION	DATE

MARINER DR.
50' TOTAL R/W



1 GROUND FLOOR EXISTING SITE PLAN

SCALE AS SHOWN

DATE	BY	CHK
5/2/23		

A-1

SHEET NUMBER

ATLANTIC ENGINEERING SERVICES, INC.

2826 WATERS EDGE CIRCLE
GREEN ACRES, FLORIDA 33413
PHONE - (561) 358-4140
FAX - (561) 358-9242
CERTIFICATE OF AUTHORIZATION NO: 9390

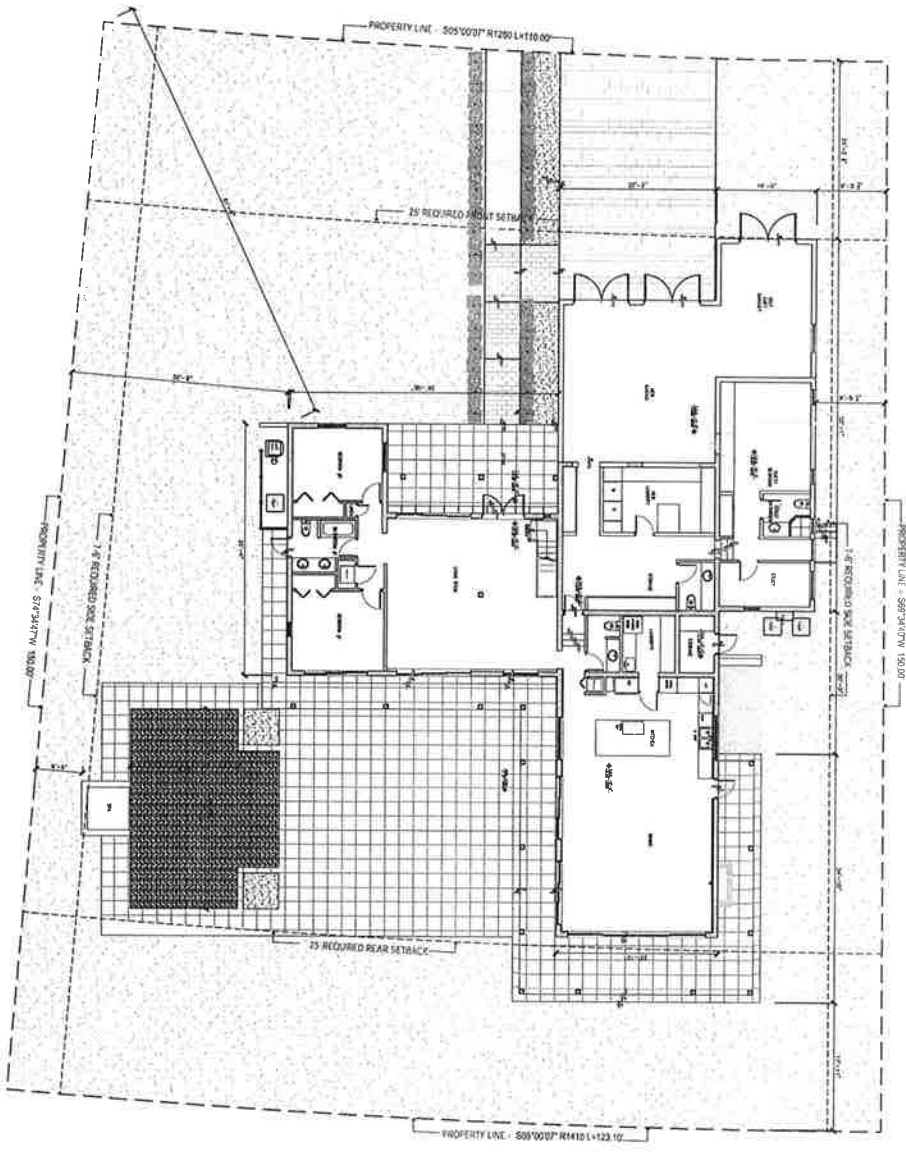
HOME ADDITION AND REMODELING

1047 MARINER DRIVE
KEY BISCAIYNE
FL 33149

SEAL

MUNZ AMERD, P.E.
1047 MARINER DRIVE
KEY BISCAIYNE, FLORIDA 33149

REV.	DESCRIPTION	DATE



1 GROUND FLOOR PROPOSED SITE PLAN

PREVIOUS SURFACES NOTE
 DENOTES GREEN SPACE / PERVIOUS AREA
 TOTAL LOT AREA = 17,483 S.F.
 TOTAL PERVIOUS SURFACE AREA = 9,483 S.F. (54%)

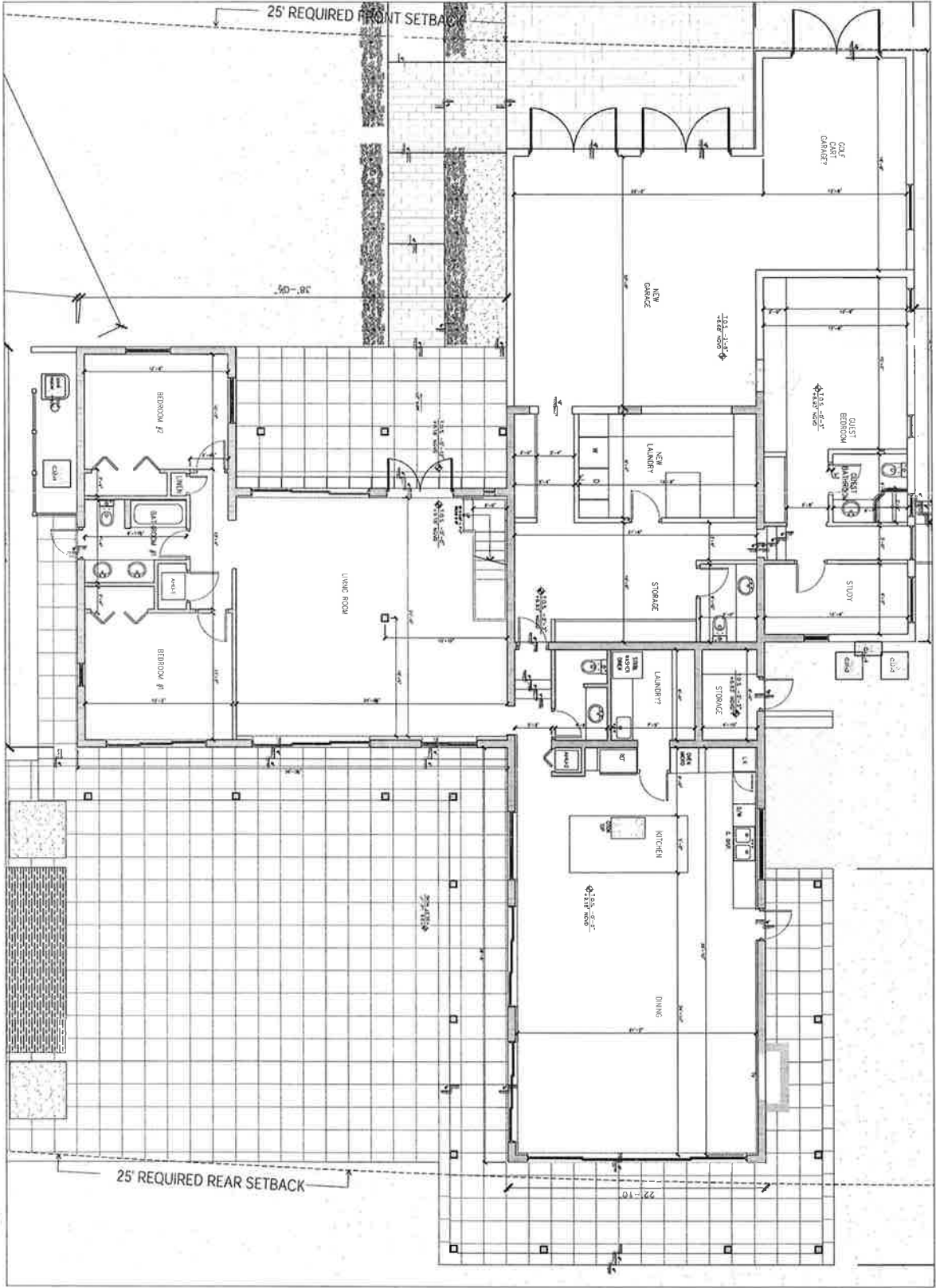
SCALE: AS SHOWN

SHEET NUMBER	A-2
DATE	5/14/20

ATLANTIC ENGINEERING SERVICES, INC.
 2828 WATERS EDGE CIRCLE
 GREEN ACRES, FLORIDA 33413
 PHONE - (561) 358-4140
 FAX - (561) 866-9242
 CERTIFICATE OF AUTHORIZATION NO: 9390

HOME ADDITION AND REMODELING
 1047 MARINER DRIVE
 KEY BISCAYNE
 FL 33149

REV.	DESCRIPTION	DATE



1 1ST FLOOR PROPOSED FLOORPLAN

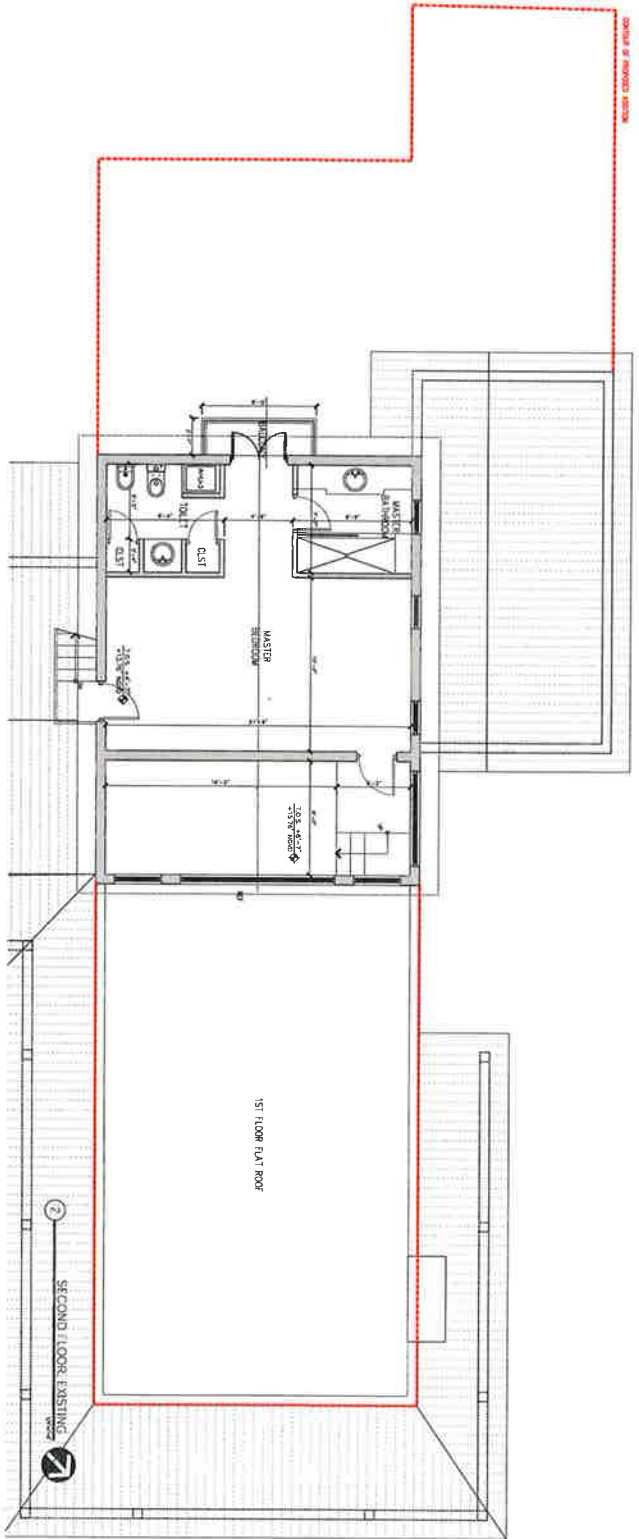
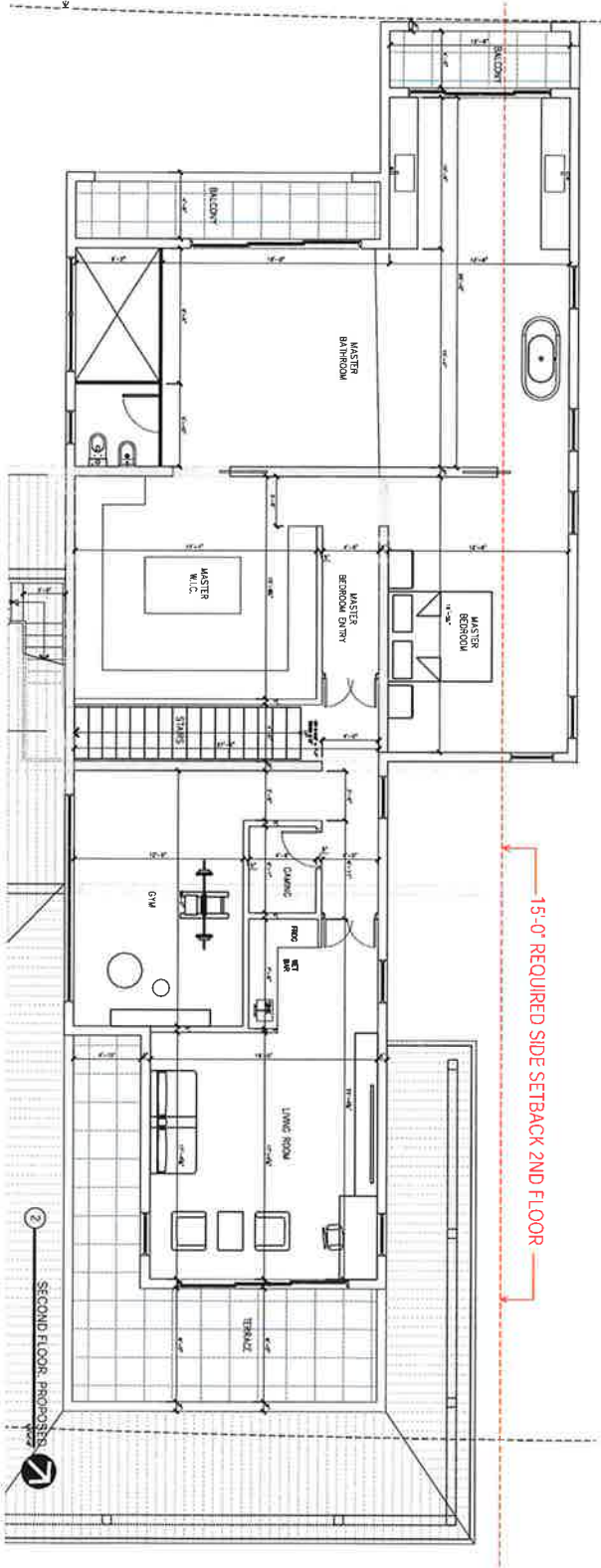
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 SHEET NUMBER
A-3
 DATE: 5/1/23

ATLANTIC ENGINEERING SERVICES, INC.
 2825 WATERS EDGE CIRCLE
 GREEN ACRES, FLORIDA 33413
 PHONE - (561) 358-4140
 FAX - (561) 358-9242
 CERTIFICATE OF AUTHORIZATION NO: 9390

HOME ADDITION AND REMODELING
 1047 MARINER DRIVE
 KEY BISCAIYNE
 FL 33149

SCALE
 DATE: 5/1/23
 PROJECT NO: 23-0192
 COUNTY: DADE COUNTY, FLORIDA

REV.	DESCRIPTION	DATE



DATE: 11/17/10
 DRAWN BY: [Signature]
A-4
 SHEET NUMBER

SCALE: AS SHOWN

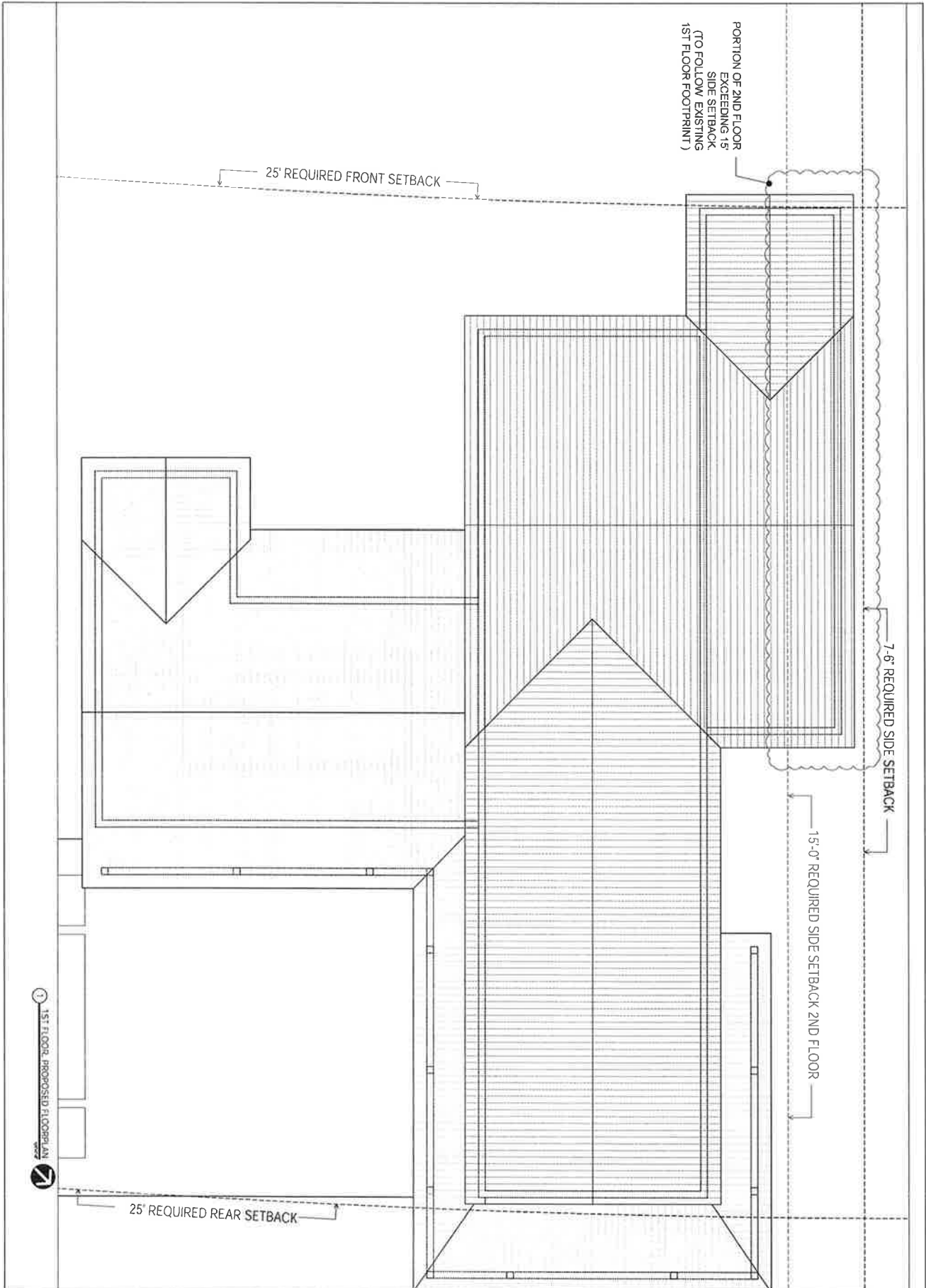
ATLANTIC ENGINEERING SERVICES, INC.
 2826 WATERS EDGE CIRCLE
 GREEN ACRES, FLORIDA 33413
 PHONE - (561) 358-4140
 FAX - (561) 966-9242
 CERTIFICATE OF AUTHORIZATION NO: 9390

HOME ADDITION AND REMODELING
 1047 MARINER DRIVE
 KEY BISCAYNE
 FL 33149

SEAL

REV	DESCRIPTION	DATE

APPROVED FOR CONSTRUCTION BY: [Signature]
 LICENSED CONTRACTOR NO. 48102
 STATE OF FLORIDA



1 1ST FLOOR PROPOSED FLOOR PLAN

A-5
 SHEET NUMBER
 DATE 5/27/23

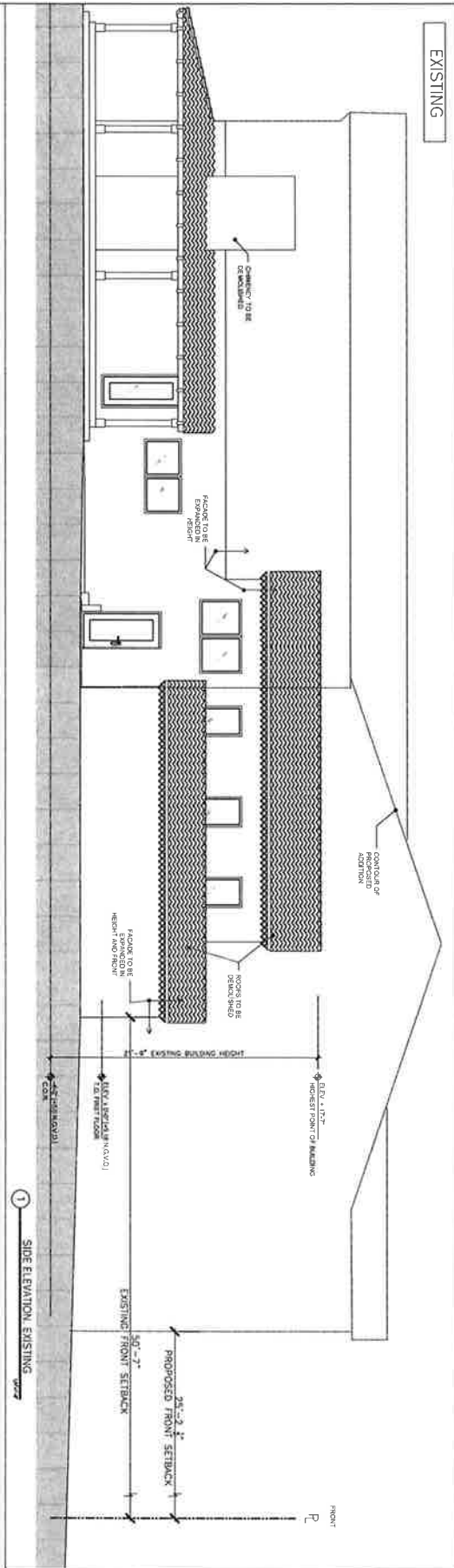
ATLANTIC ENGINEERING SERVICES, INC.
 2826 WATERS EDGE CIRCLE
 GREEN ACRES, FLORIDA 33413
 PHONE - (561) 358-4140
 FAX - (561) 368-9247
 CERTIFICATE OF AUTHORIZATION NO. 9390

HOME ADDITION AND REMODELING
 1047 MARINER DRIVE
 KEY BISCAIYNE
 FL 33149

SEAL
 ARCHITECT
 STATE OF FLORIDA

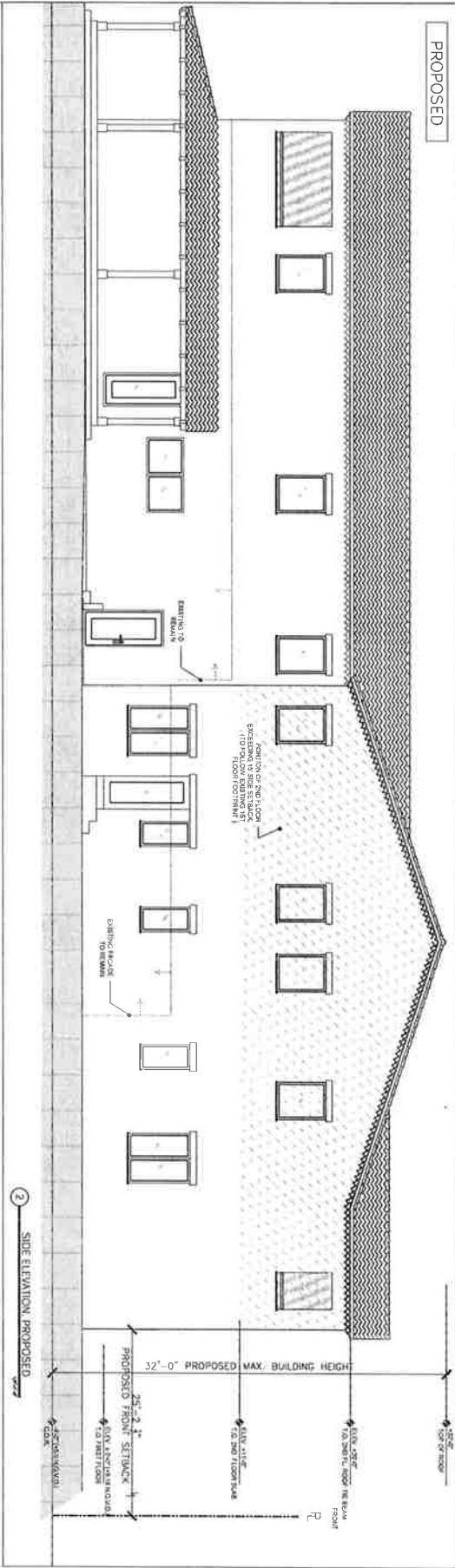
REV.	DESCRIPTION	DATE

EXISTING



1 SIDE ELEVATION, EXISTING

PROPOSED



2 SIDE ELEVATION, PROPOSED

REV.	DESCRIPTION	DATE

MUNIZ ARCH. P.E.
LICENSED ARCHITECT
STATE OF FLORIDA
NO. 48102

HOME ADDITION AND REMODELING
1047 MARINER DRIVE
KEY BISCAYNE
FL 33149

ATLANTIC ENGINEERING SERVICES, INC.
2826 WATERS EDGE CIRCLE
GREEN ACRES, FLORIDA 33413
PHONE - (561) 358-4140
FAX - (561) 858-8240
CERTIFICATE OF AUTHORIZATION NO.1 9390

SCALE AS SHOWN

A-7

DATE: 5/27/23



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
 Joe I. Rasco, Mayor
 Franklin H. Caplan, Vice Mayor
 Edward London
 Allison McCormick
 Brett G. Moss
 Oscar Sardiñas
 Fernando A. Vazquez

Village Manager
 Steven C. Williamson

DATE: June 6, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Procurement Recommendation to Award for ITB No. 2022-18 – Stormwater Utility Maintenance Services

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate a contract with US Lubricants, LLC. (the “Contractor”), the lowest responsive and responsible bidder for Village-wide Stormwater Utility Maintenance Services.

BACKGROUND

The Village issued an ITB on November 09, 2022. The ITB was posted to the Village’s website and Notice Board, DemandStar and Miami Herald. A non-mandatory pre-bid meeting was held for interested vendors where a bid summary was given.

To qualify for award, prospective Proposers were required to:

- A. Have at least three (3) years of continuous operation under the same name providing similar services prior to the issuance of the ITB.
- B. Business must be under the same name for a minimum of three (3) years.
- C. Have clean judicial record and references.
- D. Be a licensed contractor/business in the State of Florida.

On January 06, 2023, four (4) proposals were received from the following firms per vehicle:

No.	Respondent	Base Bid	Alternate Bid	Notes
1.	U.S. Lubricants LLC.	\$ 226,824.00	\$ 8,922.80	Corrected Base \$226,792.00
2.	Express Drain & Sewer	\$ 259,799.00	\$ 89,228.00	
3.	Flotech Environmental LLC.	\$ 481,507.20	\$ 35,822.80	
4.	Shenandoah General Construction LLC.	\$ 469,041.50	\$ 356,912.00	



VILLAGE OF KEY BISCAIYNE

Upon review of the bid packages the following was determined:

- A. All Bidders appears to have the ability, capacity, and skill to perform the required work.
- B. All Bidders have past multiple municipalities working experience with U.S. Lubricants LLC. having the fewest.
- C. Bidders can mobilize once Notice to Proceed have been issued.
- D. Express Drain & Sewer was the only Bidder who attended the non-mandatory pre-bid meeting, however all Bidders conducted site visits prior to their submittal.
- E. Bidders have over ten (10) years of experience in the industry.
- F. All Bidders are registered in the State of Florida and licensed to do business.

Procurement performed a due diligence review of the bids for responsiveness and found U.S. Lubricants LLC. Base Bid totals were slightly mis-calculated. Procurement found no material defects in four bids. Each Bidder has been in business for over ten years, they are appropriately licensed to do the work, and provided the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Bidders were incapable of performing the services.

It is recommended that the Village execute a contract with the lowest, most responsive, responsible Bidder – U.S. Lubricants LLC. which references came in very satisfied/exceeded expectations.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING U.S. LUBRICANTS LLC FOR STORMWATER UTILITY MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED \$226,792.00 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) issued Invitation to Bid No. 2022-18 (the “ITB”) for stormwater utility maintenance services, including, but not limited to, cleaning of catch basins, manholes, drains, exfiltration trenches, outfalls, and pollution control boxes, and closed circuit television (CCTV) inspections (the “Services”); and

WHEREAS, four sealed bids were received by the ITB deadline; and

WHEREAS, after review and evaluation of the submitted bids, the Village Manager recommended that U.S. Lubricants LLC (the “Contractor”) be selected to perform the Services as the lowest responsive and responsible bidder; and

WHEREAS, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$226,792.00 annually, consistent with the Contractor’s bid attached hereto as Exhibit “A;” and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Selection.** That the Village Council hereby selects the Contractor for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$226,792.00 annually, consistent with the Contractor’s bid attached hereto as Exhibit “A,” and subject to the Village Attorney’s approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking, as provided in the Staff Memorandum supporting this Resolution, until an agreement in the best interest of the Village is reached.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

Contractor's Bid for ITB No. 2022-18

RESPONSE CHECKLIST

- Cover Page
- Table of Contents
- Form RC: Response Checklist
- Form AA: Addendum Acknowledgment
- Form CD: Company Declaration
- Form SEA: Single Execution Affidavit
- Form DD: Dispute Disclosure
- Form PS: List of Proposed Subcontractors (if applicable)
- Form CR: Client References
- Form CQQ: Company Qualifications Questionnaire
- Form COA: Certificate of Authority
- Form of Performance Bond
- Form of Payment Bond
- Bid Schedule
- Statement of No Litigation or Litigation History (as applicable)
- Financial Statements
- Official Complaint History for Qualifying License
- Relevant Business License(s) (Company, not personal)
- State Corporate Certificate or other proof of authorization to transact business
- Insurance Certificates

ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation Title:
STORMWATER UTILITY MAINTENANCE SERVICES
Solicitation No.:
ITB # 2022-18

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

No Addendum issued for this
Solicitation

Firm's Name: U.S. Lubricants LLC

Authorized Representative's Name: Jose L. Fernandez

Title: Mgr.

Email: josef@us-lubes.com

Phone Number: 786.229.0144

Authorized Signature: [Handwritten Signature]

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

President: _____

Print Name: _____

Print Name: _____

CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Partners of U.S. Lubricants LLC, a partnership organized and existing under the laws of the State of Florida, held on the 19th day of December, 2022, a resolution was duly passed and adopted authorizing (Name) Jose L. Fernandez as (Title) Mgr of the to execute bids on behalf of the partnership and providing that his/her execution thereof, attested by the partner, shall be the official act and deed of the partnership.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of December, 2022.

Partner: 

Partner: _____

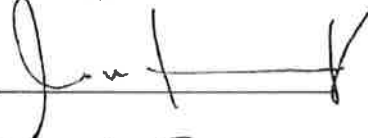
Print Name: Jose L. Fernandez

Print Name: _____

CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) Jose L. Fernandez, Individually and doing business as
(d/b/a) U.S. Lubricants LLC (If Applicable) have executed and am
bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of December, 20 22.

Signed: 

Print: Jose L. Fernandez

In the presence of:

Witness #1:

Signature: 

Print: Alejandro Vilches

Witness #2:

Signature: 

Print: Lidia Acosta

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 19th day of December, 2022, before me the undersigned, personally appeared Jose L. Fernandez, 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:

  **MABEL B. ORTIZ**
Commission # GG 909732
Expires October 6, 2023
Bonded Thru Budget Notary Services

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced Identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**FORM CD
COMPANY DECLARATION FORM**

I certify that any and all information contained in this Response is true. I certify that this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the solicitation and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

U.S. Lubricants LLC
FIRM NAME

3636 NW 48th Terrace, Miami, FL 33142
PRINCIPAL BUSINESS ADDRESS

786.229.0144
TELEPHONE

—
FACSIMILE

Josef@us-lubes.com
EMAIL ADDRESS

27-2498495
FEDERAL I.D. NO. (EIN)
OR SOCIAL SECURITY NUMBER

7073901
MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.

Jose L. Fernandez
NAME

Mgr
TITLE

[Signature]
AUTHORIZED SIGNATURE

Public Entity Crimes Affidavit

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

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JF

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

JF

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or

appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

JF

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

JF

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with

business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities In Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- 3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JF
Proposer Initials

Acknowledgment, Warranty, and Acceptance

- 1. CONTRACTOR CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
- 2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **ITB # 2022-18 STORMWATER UTILITY MAINTENANCE SERVICES** and any addendum/addenda related thereto.
- 3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
- 4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

JF
Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

JF
Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page**

In the presence of:

Signed, sealed and delivered by:

[Signature]
Witness #1 Print Name: Alejandro Vilches

[Signature]
Print Name: Jose L. Fernandez

[Signature]
Witness #2 Print Name: Lidia Acosta

Title: Mgr.

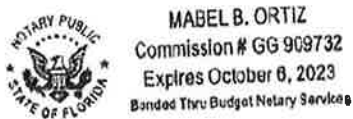
ACKNOWLEDGMENT

State of Florida

County of Miami Dade

On this 19th day of December, 2022, before me the undersigned, personally appeared Jose L. Fernandez, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:



[Signature]

Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

**FORM DD
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

[] YES NO

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

[] YES NO

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

[] YES NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

4. Has your firm or any of its officers, been under investigation, charged, or convicted by any law enforcement agency or public entity for violations of the law, other than traffic violations?

[] YES NO

5. Has your firm, or any of its principals, failed to qualify as a responsible Proposer/Bidder on any solicitation in the past five (5) years?

[] YES NO

6. Has your firm, or any of its principals, declared bankruptcy or reorganized under Chapter 11?

[] YES NO

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal/Bid for the Village of Key Biscayne.

Authorized Signature: 

Firm: V.S. Lubricants LLC

Print Name: Jose L. Fernandez

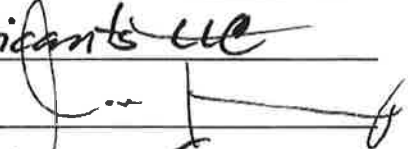
Date: 12/19/2022

Title: Mgr.

**FORM PS
LIST OF PROPOSED SUBCONTRACTORS**

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The proposer/bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the proposer/bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number
	N/A		

Firm: U.S. Lubricants LLC
 Authorized Signature: 
 Print or Type Name: Jose L. Fernandez
 Title: Mgr
 Date: 12/19/2022

FORM CR
CLIENT REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF FIVE REFERENCE LETTERS.
PRINT CLEARLY

REFERENCE #1

Public Entity Name: Village of Key Biscayne
Reference Contact Name: Nathanael Diaz
Contact Title: Supervisor Inspector
Contact Department: Water & Sewer
Contact Telephone: 305. 986. 6395
Contact Email: ndiaz@keybiscayne.fl.gov
Public Entity Size/Number of Residents/Square Mileage: _____
Contract Start Date: 2019 Contract End Date: _____
Is the Contract still Active? Yes No _____
Scope of Work (be as detailed as possible) Stormwater cleaning

REFERENCE #2

Public Entity Name: Ocean Club
Reference Contact Name: Armando Nunez
Contact Title: Maintenance Superintendent
Contact Department: Maintenance
Contact Telephone: 786. 241. 0711
Contact Email: anunez@oceanclubkeybiscayne.org
Public Entity Size/Number of Residents/Square Mileage: _____
Contract Start Date: 2020 Contract End Date: _____
Is the Contract still Active? Yes No _____
Scope of Work (be as detailed as possible) Stormwater cleaning

REFERENCE #3

Public Entity Name: Michele & Associates

Reference Contact Name: Michele

Contact Title: President

Contact Department: _____

Contact Telephone: 305.733.7906

Contact Email: accounting@micheleandassociates.com

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ Contract End Date: _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) Stormwater cleaning to several properties under her management!

REFERENCE #4

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ Contract End Date: _____

Is the Contract still Active? Yes _____ No _____

Scope of Work (be as detailed as possible) _____

REFERENCE #5

Public Entity Name: _____

Reference Contact Name: _____

Contact Title: _____

Contact Department: _____

Contact Telephone: _____

Contact Email: _____

Public Entity Size/Number of Residents/Square Mileage: _____

Contract Start Date: _____ **Contract End Date:** _____

Is the Contract still Active? Yes _____ **No** _____

Scope of Work (be as detailed as possible) _____

FORM OF PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the Village of Key Biscayne (the "Village"), as Obligee, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract No. _____, awarded on _____, 20____, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

1. Performs the Contract between Contractor and Village for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays the Village all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Village sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
4. Whenever Contractor is, and declared by the Village to be, in default under the Contract, the Village having performed the Village's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a bid or bids for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible bidder, or if the Village elects, upon determination by the Village and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Village; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

FORM OF PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the “Contractor”) and _____, as Surety, are bound to the Village of Key Biscayne (the “Village”), as Obligee, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract No. _____, awarded on _____, 20____, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the “Contract.”

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND is that if Contractor:

1. Pays the Village all losses, damages, liquidated damages, expenses, costs, and any and all attorney’s fees, including for appellate proceedings, that the Village sustains as a result of default by Contractor under the Contract; and
2. Promptly makes payment to all claimants as defined by Section 255.05(1), Florida Statutes, for all labor, materials, and supplies used directly or indirectly by Contractor in the performance of the Contract

THEN CONTRACTOR’S OBLIGATION WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- a. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies will within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he/she intends to look to the Bond for protection.
- b. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies will, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- c. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions 2(a) and 2(b) have been given.
- d. Any action under this Bond must be instituted in accordance with the longer of the applicable notice and time limitation provisions prescribed in Section 255.05(2) or 95-11, Florida Statutes.

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety’s obligations under this Bond.

Signed and sealed this _____ day of _____, 20____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-In-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

**INSURANCE AND LICENSE CERTIFICATES
VILLAGE OF KEY BISCAYNE**

BIDDER’S REPRESENTATION

STORMWATER UTILITY MAINTENANCE SERVICES

Proposal of _____
(Name)

(Address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

STORMWATER UTILITY MAINTENANCE SERVICES
(“THE PROJECT”)

TO: Village of Key Biscayne
Attn: Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the Bid or the Contract to which the Work pertains; that this Bid is made without connection or arrangement with any other person, company, or parties making Bids or Proposals and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he or she has examined the geographic location and sites of the Work; that he has made sufficient investigations to fully satisfy himself that such sites are suitable for this Work; and he assumes full responsibility therefore; that he has examined the specifications for the Work and from his own experience or from professional advice that the specifications are sufficient for the Work to be done and he has examined the other Contract Documents relating thereto, including the Instructions to Bidders, the Contract, Bid, Detailed Scope of Work/Specifications, Qualification Statement, Public Entity Crime Form, and Insurance requirements and he has read all addenda prior to the opening of Bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the Work to which this Bid pertains.

The Bidder proposes and agrees, if this Bid is accepted, to timely execute the Contract with the Village in the form attached and to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the Work specified in

the Bid and the Contract, and called for by the drawings and specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract.

The Bidder agrees to execute the Contract and furnish the executed Contract, all required bonds, insurance certificates, and other required information to Village within ten (10) ten calendar days after written notice of the Award of Contract. Failure on the part of the Bidder to timely comply with this provision shall give Village all rights and remedies set forth in the Instructions to Bidders.

The undersigned agrees to accept as full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Contractor, based on the Work actually performed as determined by the Contract and the Village. However, in utilizing the schedule, the Bidder agrees that in no event shall compensation paid to the Bidder under the Contract exceed the dollar amount of the Bidder's Bid amount, as set forth in the attached Bid.

It is intended that all Work to be performed under this Bid shall commence approximately thirty (30) days after Contract execution.

In no event shall Village be obligated to pay for Work not performed or materials not furnished. Bidder's

Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESS:

By: _____
Signature of Authorized Agent

[SEAL]

COMPANY QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?

10

2. What is the last project of this nature you have completed?

Village of Key Biscayne

3. Name three individuals or corporations for which you have performed work and to which you refer:

Ocean Club Key Biscayne
Michele & Associates

4. List the following information concerning all contracts on hand as of the date of submission of this proposal: (In case of co-venture, list the information for all co-ventures).

NAME OF PROJECT OWNER	TOTAL CONTRACT VALUE	CONTRACTED DATE OF COMPLETION	% COMPLETION TO DATE

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes

6. Will you sublet any part of this work? If so, please list subcontractors in FORM PS, LIST OF PROPOSED SUBCONTRACTORS.

NO

7. What equipment do you own that is available for the work?

3 VAC - Truck's / 2 WATER Jet Trailers
CCTV INSPECTION CAMERA -

8. What equipment will you purchase for the proposed work?

N/A.

9. What equipment will you rent for the proposed work?

N/A

11. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities, Balance Sheet and use insert sheet if necessary.)

Total Assets \$ 1,836,556.80
Total Liabilities \$ 18,738.30 See financial stmts

12. Have you made a site visit? Yes, No

How soon after award can you begin work? ONE Days.

13. Number of years' experience the Bidder has had in providing similar services: 6 Years

14. How many contracts has your organization had for municipal projects of similar work? 1

15. List any licenses, permits or certifications, etc., you hold for performing this type of work:

Liquid Waste Transporter # 931.

How did you hear about the ITB? Indicate if it was via the Village's website, internet search, DemandStar, newspapers, email, etc. The Village of Key Biscayne is always looking for ways to improve its services.

Village Website

The Bidder understands that the information contained in these proposal pages is to be relied upon by the Village in awarding the proposed contract, and such information is warranted by the Bidder to be true. The Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the Village.

Please review the Bidder Proposal Page to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

Authorized Signature:

Print or Type Name:

Joe Fernandez

U.S. LUBRICANTS LLC
Profit & Loss
January through October 2022

Jan - Oct 22

Ordinary Income/Expense

Income

46000 - Sales

46001 - Taxable Sales

46002 - Exempt Sales

Total 46000 - Sales

47000 - Service Income- Dino's Environm

47200 - Other Income

Total Income

Cost of Goods Sold

50000 - Cost of Production

50100 - Fuel

50200 - New Oil

50300 - Used Oil

50500 - Supplies

50600 - Pumper Supplies

Total 50000 - Cost of Production

Total COGS

Gross Profit

Expense

60000 - Accounting Services

60100 - Advertising and Promotion

60300 - Auto & Truck Expense

60301 - Auto & Truck Exp- Gas

60303 - Auto & Truck Exp- Taps

60304 - Auto & Truck Exp- Tires

60308 - Auto & Truck Exp-Towing

60308 - Auto & Truck Exp- Repairs

60308 - Auto & Truck Exp- Truck Lease

Total 60300 - Auto & Truck Expense

60400 - Bank Service Charges

60500 - Bank Merchant Fees

61300 - Contract Labor

62600 - Dues and Subscriptions

63000 - Insurance Expense

63001 - Health Insurance

63002 - Insurance- Trucks

63004 - Workers Compensation

Total 63000 - Insurance Expense

64100 - Lease Equipment

64200 - Licenses and Permits

64300 - Meals and Entertainment

64700 - Office Supplies & Expenses

66000 - Payroll Expenses

66500 - Postage and Delivery

67100 - Rent Expense

67200 - Repairs and Maintenance

67900 - Transportation Expense

68100 - Telephone Expense

68600 - Utilities

69000 - Wages Expense

Total Expense

Net Ordinary Income

Other Income/Expense

Other Income

46400 - Interest Income

Total Other Income

Net Other Income

Net Income



U.S. LUBRICANTS LLC
Balance Sheet
As of October 31, 2022

Oct 31, 22

ASSETS

Current Assets

Checking/Savings

10000 · Cash on Hand
10200 · BankUnited **4884
10300 · BankUnited **2396
10400 · BankUnited **5384
10500 · BankUnited **7812
10600 · BankUnited **1989

Total Checking/Savings

Accounts Receivable

11000 · Accounts Receivable

Total Accounts Receivable

Total Current Assets

Fixed Assets

15000 · Furniture and Office Equipment
15100 · Automobile & Trucks
15200 · Machinery & Equipment
15300 · Signs
16400 · Leasehold Improvement
17100 · Accumulated Depreciation- F&OE
17200 · Accumulated Depreciation- Truck
17300 · Accumulated Depreciation- M&E
17400 · Accumulated Depreciation- Signs

Total Fixed Assets

Other Assets

18700 · Security Deposits Asset

Total Other Assets

TOTAL ASSETS

LIABILITIES & EQUITY

Liabilities

Other Current Liabilities

24000 · Payroll Liabilities
24100 · SUTA Tax Payable
24300 · FUTA Tax Payable
25500 · Sales Tax Payable

Total Other Current Liabilities

Total Current Liabilities

Total Liabilities

Equity

30001 · Owners Draw
30002 · Owners Equity
30003 · Capital Stock
Net Income

Total Equity

TOTAL LIABILITIES & EQUITY



ATTACHMENT A
SERVICE AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
NAME OF ENTITY

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **NAME OF ENTITY**, a Florida [type of entity] (hereinafter, the “CONTRACTOR”).

WHEREAS, the Village desires certain **STORMWATER UTILITY MAINTENANCE SERVICES**; and

WHEREAS, the CONTRACTOR will perform services on behalf of the Village, all as further set forth in the Proposal dated _____, 2022, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the CONTRACTOR and Village, through mutual negotiation, have agreed upon a fee for the Services as set forth in Exhibit “B” (Bid Scheule); ; and

WHEREAS, the Village desires to engage the CONTRACTOR to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the CONTRACTOR and the Village agree as follows:

1. Scope of Services.

1.1. CONTRACTOR shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).

1.2. CONTRACTOR shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through two (2) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the CONTRACTOR.

2.2. CONTRACTOR agrees that time is of the essence and CONTRACTOR shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by CONTRACTOR shall be in accordance with the Proposal attached hereto as Exhibit "A." CONTRACTOR shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.
- 3.2. CONTRACTOR shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to CONTRACTOR under this Agreement. Fees shall be paid in arrears each month, pursuant to CONTRACTOR's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the CONTRACTOR in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3. Contractor's invoices must contain the following information for prompt payment:
 - 3.3.1. Name and address of the CONTRACTOR;
 - 3.3.2. Purchase Order number;
 - 3.3.3. Contract number;
 - 3.3.4. Date of invoice;
 - 3.3.5. Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6. Name and type of Services;
 - 3.3.7. Timeframe covered by the invoice; and
 - 3.3.8. Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subcontractors.

- 4.1. The CONTRACTOR shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. CONTRACTOR may only utilize the services of a particular subcontractor with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by CONTRACTOR to assist CONTRACTOR in performing the Services.

5.2. Upon CONTRACTOR's request, Village shall reasonably cooperate in arranging access to public information that may be required for CONTRACTOR to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The CONTRACTOR shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a CONTRACTOR under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the CONTRACTOR's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the CONTRACTOR shall at CONTRACTOR's sole expense, immediately correct its Deliverables or Services.

6.2. The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. CONTRACTOR further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The CONTRACTOR represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by CONTRACTOR have been duly authorized, and this Agreement is binding on CONTRACTOR and enforceable against CONTRACTOR in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, CONTRACTOR shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the CONTRACTOR, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, CONTRACTOR shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the CONTRACTOR shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the CONTRACTOR has first complied with the provisions of Paragraph 8.4.

8.4. The CONTRACTOR shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. CONTRACTOR shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the CONTRACTOR's insurance and shall not contribute to the CONTRACTOR's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONTRACTOR shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The CONTRACTOR shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be

endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the CONTRACTOR in performance of this Agreement. The CONTRACTOR's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the CONTRACTOR's insurance. The CONTRACTOR's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5.** The provisions of this section shall survive termination of this Agreement.
- 10. Nondiscrimination.** During the term of this Agreement, CONTRACTOR shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.
- 11. Attorneys Fees and Waiver of Jury Trial.**
- 11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- 12. Indemnification.**
- 12.1.** CONTRACTOR shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from CONTRACTOR's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the CONTRACTOR and third parties made pursuant to this Agreement. CONTRACTOR shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from CONTRACTOR's performance or non-performance of this Agreement.

- 12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3.** The provisions of this section shall survive termination of this Agreement.
- 13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.
- 14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- 15. Entire Agreement/Modification/Amendment.**
- 15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 16. Ownership and Access to Records and Audits.**
- 16.1.** CONTRACTOR acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by CONTRACTOR during the term of this Agreement (“Work Product”) belong to the Village. CONTRACTOR shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2.** CONTRACTOR agrees to keep and maintain public records in CONTRACTOR’s possession or control in connection with CONTRACTOR’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the CONTRACTOR involving transactions related to this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

- 16.3.** Upon request from the Village’s custodian of public records, CONTRACTOR shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- 16.7.** CONTRACTOR’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Jocelyn B. Koch

Mailing address: 88 West McIntyre Street
Key Biscayne, FL 33149

Telephone number: 305-365-5506

Email: jkoch@keybiscayne.fl.gov

- 17. Nonassignability.** This Agreement shall not be assignable by CONTRACTOR unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the CONTRACTOR, and such firm’s familiarity with the Village’s area, circumstances and desires.

18. **Severability**. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
19. **Independent Contractor**. The CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
20. **Compliance with Laws**. The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver**. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions**. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees**. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit**. CONTRACTOR shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts**. In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **E-Verify Affidavit**. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the

contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page Intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAIYNE

CONTRACTOR

By: _____
Steven C. Williamson
Village Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: _____

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fag/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Alejandro Vilchaz Print Name: _____

Witness #2 Print Name: Lidia Acosta Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of December, 2022, by Jose L. Fernandez (name of person) as Mgr (type of authority) for U.S. Lubricants LLC (name of party on behalf of whom instrument is executed).



MABEL B. ORTIZ
Commission # GG 909732
Expires October 6, 2023
Bonded Thru Budget Notary Services

[Signature]
Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oat

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in Section 2 of the Proposal dated _____, 2022, attached hereto and incorporated herein by reference.

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

_____ (telephone)

_____ (telephone)

_____ (facsimile)

_____ (email)

Project Name: _____

Contract No.: _____

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20__, ___/___ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the Village (_____ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

VILLAGE OF KEY BISCAYNE

By: _____

Steven C. Williamson

Village Manager

ACCEPTANCE OF NOTICE TO PROCEED

[INSERT NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B
BID FORM

The following Bid Proposal is presented to assist the Village in evaluating the Bid. The Bid Amounts will include all items described in the Bid Documents (Detailed Specifications). Payment shall be made based on Work actually performed and completed.

The Base Bid Amount Includes all work on STORMWATER UTILITY MAINTENANCE SERVICES:

BASE BID AMOUNT/CONTRACT PRICE \$ _____

BASE BID AMOUNT/CONTRACT PRICE (IN WORDS) _____

ALTERNATE BID AMOUNT/CONTRACT PRICE \$ _____

ALTERNATE BID AMOUNT/CONTRACT PRICE (IN WORDS) _____

Taxpayer Identification Number:

BIDDER:

(Company Name)

(Signature of Authorized Representative)

(Printed Name and Title)

(Company Address)

(Company Phone Number)

**VILLAGE OF KEY BISCAYNE
STORMWATER UTILITY MAINTENANCE SERVICES**

BID SCHEDULE

NAME OF BIDDER: U.S. Lubricants LLC

In response to the Village’s request for bids and in compliance with the Project Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to furnish and install the **Storm Drain Pipe, Manhole and Catch Basin Cleaning, and CCTV Inspection Services** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated 12/19/2022 including Addenda numbered _____ through _____, inclusive, for an all-inclusive Base Bid for the **Storm Drain Pipe, Manhole and Catch Basin Cleaning, and CCTV Inspection Services** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is a Lump Sum contract with qualified contractor(s) to provide the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

NO.	ITEM	BASE BID			
		UNIT	12-MONTH QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Pipe Cleaning – 12”	Linear Feet	3,284	\$ 1.50	\$ 4,926.00
2.	Pipe Cleaning – 15”	Linear Feet	10,877	\$ 1.50	\$ 16,315.00
3.	Pipe Cleaning – 18”	Linear Feet	44,241	\$ 1.50	\$ 66,361.50
4.	Pipe Cleaning – 20”	Linear Feet	206	\$ 1.50	\$ 309.00
5.	Pipe Cleaning – 24”	Linear Feet	13,340	\$ 1.50	\$ 20,010.00
6.	Pipe Cleaning – 30”	Linear Feet	7,914	\$ 1.50	\$ 11,871.00
7.	Pipe Cleaning – 36”	Linear Feet	6,172	\$ 1.50	\$ 9,258.00
8.	Pipe Cleaning – 38”	Linear Feet	267	\$ 1.50	\$ 400.50
9.	Pipe Cleaning – 42”	Linear Feet	584	\$ 1.50	\$ 876.00
10.	Pipe Cleaning – 48”	Linear Feet	2,343	\$ 1.50	\$ 3,514.50
11.	Drain Catch Basin Cleaning – depth less than 6-feet	Each	418	\$ 85.00	\$ 35,530.00
12.	Drain Catch Basin Cleaning – depth greater than 6-feet	Each	317	\$ 85.00	\$ 26,945.00
13.	Drainage Manhole Cleaning	Each	335	\$ 85.00	\$ 28,475.00
14.	Emergency Mobilization	Each	4	\$ 500.00	\$ 2,000.00
TOTAL BASE BID					\$ 226,824.00

ALTERNATE BID					
NO.	ITEM	UNIT	12-MONTH QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	CCTV Inspection – pipe size less than 21-inch	Linear Feet	58,608	\$ 0.10	\$ 5,860.80
2.	CCTV Inspection – pipe size greater than 21-inch	Linear Feet	30,620	\$ 0.10	\$ 3,062.00
TOTAL ALTERNATE BID					\$ 8,922.80

BIDDER'S AFFIDAVIT

The undersigned Bidder has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated by the construction standards of the Florida Building Code that may in any manner affect the work to be done.

The undersigned Bidder agrees to do all the work and furnish all materials called for by the Bidding Documents. Bidder further agrees that payments will be made based on actual quantities placed and accepted in the construction.

The undersigned Bidder agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: **Stormwater Utility Maintenance Services** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

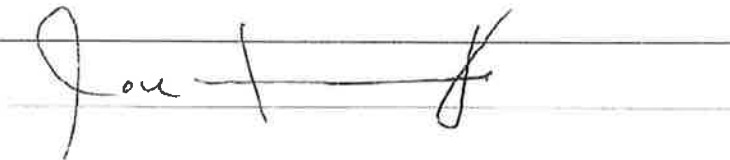
Company Name: U.S. Lubricants LLC

Bidder's Name: Jose L. Fernandez

Bidder's Email: josef@us-lubes.com

Bidder's Title: Mgr

Bidder's Signature:





VILLAGE OF KEY BISCAINE

MEMORANDUM

Village Council
Joe I. Rasco, Mayor
Franklin H. Caplan, Vice Mayor
Edward London
Allison McCormick
Brett G. Moss
Oscar Sardiñas
Fernando A. Vazquez

DATE: June 6, 2023
 TO: Honorable Mayor and Councilmembers
 FROM: Steven C. Williamson, Village Manager
 RE: Procurement Recommendation to Award for RFP No. 2023-02 – On Demand Transit Services

Village Manager
Steven C. Williamson

RECOMMENDATION

I recommend that the Village Council authorize the Village Manager to negotiate a contract with BeeFree, LLC. (the “Contractor”), the lowest responsive and responsible bidder for the continuation of the Village of Key Biscayne On-demand transit services in an amount not to exceed \$609,246 (all vehicles) or \$101,541.00 (per vehicle) This amount includes a current total of six (6) vehicles operating 7-days per week with the goal of ultimately operating a fleet of eight (8) vehicles total. The total cost of this contract is covered by Miami-Dade County Citizens Independent Transportation Trust (CITT) municipal surtax proceeds. The proposed agreement will be for an initial three (3) year term with two (2) optional one-year extensions.

In May 2022, a grant application to the Florida Department of Transportation Transit Development Program in support of the Village’s goal of reaching eight (8) vehicles in the FreeBee fleet. The program (which has a match requirement) provides up to three years of financial support for developing or enhancing a transit program such as Freebee. Village staff was notified in July 2022 that the grant application for year 1 of 3 was successful but the FDOT has yet to issue a contract to obtain the awarded funds. When the FDOT contract for year 1 is obtained and the funds secured, the new FreeBee agreement to be negotiated, and the current resolution will be amended to incorporate the additional vehicles into the fleet.

In May 2023, Village staff submitted a follow-on grant application to the FDOT Transit Development Program to secure year 2 funds for the additional 2 vehicles. Village staff has not yet been notified by the FDOT regarding year 2 funding availability.

BACKGROUND

In accordance with government procurement best practices, and as part of a larger effort to ensure best value and promote fair and open competition for Village contracts, the decision was made to go out to market for these services.

The Village issued an RFP on March 20, 2023. The RFP was posted to the Village’s website and Notice Board, DemandStar and Miami Herald. A mandatory pre-bid meeting was held for interested vendors where a bid summary was given.



VILLAGE OF KEY BISCAIYNE

To qualify for award, prospective Proposers were required to:

- A. Comply with all applicable local, State and Federal Codes.
- B. Provide qualifications and relevant experience past or present of similar services prior to the issuance of the RFP.
- C. Have a clean judicial record and references.
- D. Be a licensed contractor/business in the State of Florida.
- E. Demonstrate financial stability.

On April 20, 2023, two (2) proposals were received from the following firms per vehicle:

No.	Proposer	Hourly Cost/Vehicle	Annually Hours/Vehicle	Total Cost (Annual/Vehicle)
1.	Beefree LLC / Freebee	\$ 28.05	3,620.00	\$ 101,541.00
2.	River North Transit LLC. / Circuit	\$ 56.42	2,437.36	\$ 137,515.60

Each proposal was reviewed by a five (5) member evaluation committee that scored and then ranked each proposal as summarized in the table below:

Committee Member	Beefree LLC. / Freebee		River North Transit LLC. / Circuit	
	Scores	Rank	Scores	Rank
Ana Colls	98.00	1	77.40	2
Firat Akcay	98.00	1	78.40	2
Roland Samimy	98.00	1	71.40	2
Jessica Drouet	97.00	1	75.40	2
Jeremy Calleros Gauger	98.00	1	87.40	2
Total Scores and Ranking	489	5	390	10
Final Ranking	1		2	

Procurement performed a due diligence review of the proposals and found both responsive, and no material defects in their proposals, nor in the Proposers' qualifications. Each Proposer has been in business for more than five years, they are appropriately licensed to do the work, and provide the requested certifications and references. Procurement did not find any issues that would indicate that any of the responsive Proposers were incapable of performing the services.

As a result of the procurement process, BeeFree, LLC. is recommended for award of the on-demand transit services.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BEEFREE, LLC D/B/A FREEBEE FOR ON-DEMAND TRANSIT SERVICES IN AN AMOUNT NOT TO EXCEED \$609,246.00 ANNUALLY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2023, the Village of Key Biscayne (the “Village”) issued Request for Proposal No. 2023-02 (the “RFP”) for mobile-based, on-demand transit services (the “Services”); and

WHEREAS, two sealed proposals were received by the RFP deadline; and

WHEREAS, on May 10, 2023, an Evaluation Committee appointed by the Village Manager evaluated the proposals submitted by the RFP deadline and ranked BeeFree, LLC d/b/a FreeBee (the “Contractor”) as the highest ranked firm; and

WHEREAS, the Village Council desires to select the Contractor to provide the Services and authorize the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$609,246.00 annually in substantially the form attached hereto as Exhibit “A;” and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Selection.** That the Village Council hereby selects the Contractor for the Services.

Section 3. **Authorization.** That the Village Council hereby authorizes the Village Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$609,246.00 annually in substantially the form attached hereto as Exhibit “A,” subject to the Village Attorney’s approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the Village Manager is authorized to negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking, as provided in the Staff Memorandum supporting this Resolution, until an agreement in the best interest of the Village is reached.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A
Professional Services Agreement

EXHIBIT A
SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
NAME OF ENTITY

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **NAME OF ENTITY**, a Florida [type of entity] (hereinafter, the “Consultant”).

WHEREAS, the Village desires certain **ON DEMAND TRANSIT SERVICES**; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in the Proposal dated _____, 2023, attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

- 1.1.** Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit “A” and incorporated herein by reference (the “Services”).
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

2. Term/Commencement Date.

- 2.1.** The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.
- 2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1.** Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit “A.” Consultant shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.
- 3.2.** Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.
- 3.3.** Contractor’s invoices must contain the following information for prompt payment:
 - 3.3.1.** Name and address of the Consultant;
 - 3.3.2.** Purchase Order number;
 - 3.3.3.** Contract number;
 - 3.3.4.** Date of invoice;
 - 3.3.5.** Invoice number (Invoice numbers cannot be repeated. Repeated invoice numbers will be rejected);
 - 3.3.6.** Name and type of Services;
 - 3.3.7.** Timeframe covered by the invoice; and
 - 3.3.8.** Total value of invoice.

Failure to include the above information will result in the delay of payment or rejection of the invoice. All invoices must be submitted electronically to payables@keybiscayne.fl.gov.

4. Subconsultants.

- 4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2.** Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager’s sole and absolute discretion.

5. Village’s Responsibilities.

- 5.1.** Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2.** Upon Consultant’s request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

- 7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

- 8.1.** The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.
- 8.2.** Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.
- 8.3.** In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

- 9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village,

naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

- 9.1.1.** Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- 9.1.3.** Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 9.1.4.** Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

- 9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5.** The provisions of this section shall survive termination of this Agreement.
- 10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.
- 11. Attorneys Fees and Waiver of Jury Trial.**
- 11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
- 12. Indemnification.**
- 12.1.** Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.
- 12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 12.3.** The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

16.3. Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records:	Jocelyn B. Koch
Mailing address:	88 West McIntyre Street Key Biscayne, FL 33149
Telephone number:	305-365-5506
Email:	jkoch@keybiscayne.fl.gov

17. Nonassignability. This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm’s familiarity with the Village’s area, circumstances and desires.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

VILLAGE OF KEY BISCAYPNE

By: _____
Steven C. Williamson
Village Manager

Attest:

By: _____
Jocelyn B. Koch
Village Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Addresses for Notice:

Village of Key Biscayne
Attn: Village Manager
88 West McIntyre Street
Key Biscayne, FL 33149
305-365-5514 (telephone)
305-365-8936 (facsimile)
swilliamson@keybiscayne.fl.gov (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Village of Key Biscayne Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
cfriedman@wsh-law.com (email)

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: **LEGAL NAME OF ENTITY**

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

Freebee
371 NE 61st St, Miami, FL 33127
305-330-9450

Primary Contact: Jason Spiegel
4/20/2023

freebee

ON THE KEY

FREE. ON DEMAND. 100% ELECTRIC TRANSPORTATION



freebee +



2. PROPOSER'S STATEMENT OF ORGANIZATION

On Demand Transit Services – RFP # 2023-02

FORM 4

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer: Beefree LLC d/b/a Freebee

2. Principal Business Address, Phone and Email Address:
371 NE 61st St
Miami, FL 33137

3. Principal Contact Person(s):
Jason Spiegel

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

A. If a corporation, in what state incorporated: Florida

B. Date Incorporated: Feb 2012

C. Federal ID Number (EIN) 45-4659887

D. If a joint Venture or Partnership, date of Agreement: _____

E. Name and address of all partners (state whether general or limited partnership): Beefree Holdings, Inc

F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
<u>Jason Spiegel</u>	<u>CEO</u>
<u>Kris Finlay</u>	<u>COO</u>
<u>Brod Zappala</u>	<u>Secretary</u>

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. 11 years

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
<u>Beefree LLC</u>	<u>371 NE 61st, Miami, 33137</u>	
B.	_____	_____
C.	_____	_____

2. PROPOSER'S STATEMENT OF ORGANIZATION


On Demand Transit Services – RFP # 2023-02

- D. _____
8. Outline specific areas of responsibility for each entity listed in Question 7.
- A. Beepac LLC - Full TurnKey
- B. _____
- C. _____
- D. _____
9. County or municipal business tax receipt number (attach copies):
 County: Alachua
 Municipal: Attached
10. Have you ever failed to complete any work awarded to you?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
12. Within the last five years, have you ever had a performance, payment or bid bond called?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the Village?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?
 Yes ___ No X **If yes, attach a separate sheet of explanation.**
18. Within the last five years, have you, any officer or partner of your organization, or the

2. PROPOSER'S STATEMENT OF ORGANIZATION

On Demand Transit Services – RFP # 2023-02

- organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?
 Yes ___ No **If yes, attach a separate sheet of explanation.**
19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?
 Yes ___ No **If yes, attach a separate sheet of explanation.**
20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.
 Yes ___ No **If yes, attach a separate sheet of explanation.**
21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
 Yes ___ No **If yes, attach a separate sheet of explanation.**


 Signature (Blue ink only)
Jason Spiegel
 Print Name
CEO
 Title
4-17-23
 Date

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023

by Jason Spiegel as Managing Partner
 (Name of person acknowledging) (Title)

for BEEFREE LLC
 (Company name)

Personally known to me or has produced Identification , type of identification produced .

(NOTARY SEAL HERE)



KATHERINA ALI
 Notary Public
 State of Florida
 Comm# HH289661
 Expires 7/19/2026


 SIGNATURE OF NOTARY PUBLIC

KATHERINA ALI
 PRINT, TYPE/STAMP NAME OF NOTARY

3. REFERENCES

On Demand Transit Services – RFP # 2023-02

FORM 5

CLIENT REFERENCES

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.
PRINT CLEARLY**

REFERENCE #1

Name of Company: City of Miami Beach
Reference Contact Name: Mikhail Ryabov
Contact Title: Transportation Manager
Contact Telephone: 786-815-6078
Contact Email: mikhailryabov@miamibeachfl.gov
Contract Start Date: June 2019 Contract End Date: ongoing

REFERENCE #2

Name of Company: City of St Pete Beach
Reference Contact Name: Michelle Gonzalez
Contact Title: Director of Community Development
Contact Telephone: 727-363-9213
Contact Email: mgonzalez@stpetebeach.org
Contract Start Date: Dec 2014 Contract End Date: ongoing

REFERENCE #3

Name of Company: City of Aventura
Reference Contact Name: Ron Wasson
Contact Title: City Manager
Contact Telephone: 305-466-8910
Contact Email: rwasson@cityofaventura.com
Contract Start Date: Feb 2022 Contract End Date: ongoing

3. REFERENCES

On Demand Transit Services – RFP # 2023-02

REFERENCE #4

Name of Company: City of Virginia Beach
Reference Contact Name: Robert Fries
Contact Title: Parking Management - Director
Contact Telephone: 757-385-6641
Contact Email: RFries@vb.gov.com
Contract Start Date: June 2022 Contract End Date: Ongoing

REFERENCE #5

Name of Company: Village of Key Biscayne
Reference Contact Name: Roland Samimy
Contact Title: Chief Resiliency and Sustainability Officer
Contact Telephone: 305-365-8408
Contact Email: RSamimy@keybiscayne.fl.gov
Contract Start Date: Dec 2016 Contract End Date: July 2023

4. NON-COLLUSION AFFIDAVIT

On Demand Transit Services – RFP # 2023-02

FORM 6C
NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Jason Spiegel of Fredbac, proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proposer, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Key Biscayne, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

4. NON-COLLUSION AFFIDAVIT

On Demand Transit Services – RFP # 2023-02

[Signature]
 Signature (Blue ink only)
Jason Spiegel
 Print Name
CEO
 Title
4-19-23
 Date

STATE OF FLORIDA)
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023

by Jason Spiegel as Managing Partner
(Name of person acknowledging) (Title)

for BEE FREE LLC
(Company name)

Personally known to me or has produced Identification _____ type of identification produced _____

(NOTARY SEAL HERE)



KATHERINA ALI
 Notary Public
 State of Florida
 Comm# HH289661
 Expires 7/19/2026

[Signature]
 SIGNATURE OF NOTARY PUBLIC
KATHERINA ALI
 PRINT, TYPE/STAMP NAME OF NOTARY

5. DRUG-FREE WORKPLACE

On Demand Transit Services – RFP # 2023-02

FORM 7
DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that

Frechee does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, 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 (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

5. DRUG-FREE WORKPLACE

On Demand Transit Services – RFP # 2023-02

[Signature]
Signature (Blue ink only)

Jason Spiegel

Print Name

CEO

Title

4-19-23

Date

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023

by Jason Spiegel as managing partner
(Name of person acknowledging) (Title)

for BEEFREE LLC
(Company name)

Personally known to me or has produced Identification type of identification produced _____

(NOTARY SEAL HERE)

[Signature]
SIGNATURE OF NOTARY PUBLIC



KATHERINA ALI
Notary Public
State of Florida
Comm# HH289661
Expires 7/19/2026

KATHERINA ALI
PRINT, TYPE/STAMP NAME OF NOTARY

6. INDEPENDENCE AFFIDAVIT

On Demand Transit Services – RFP # 2023-02

FORM 6B

INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am Jason Spiegel of Freebee, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. Relationship includes having a prior or current contract with the VILLAGE.

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the VILLAGE written notice of any other relationships (as defined above) that I enter into with the VILLAGE (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

Freebee has been contracted by the Village of
Key Biscayne and KBCF to provide on-demand
transportation since 2016

6. INDEPENDENCE AFFIDAVIT

On Demand Transit Services – RFP # 2023-02

[Signature]
Signature (Blue ink only)

Jason Spiegel

Print Name

CEO

Title

4-19-23

Date

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023

by Jason Spiegel as managing Partner
(Name of person acknowledging) (Title)

for BEE FREE LLC
(Company name)

Personally known to me or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

KATHERINA ALI
SIGNATURE OF NOTARY PUBLIC



KATHERINA ALI
PRINT, TYPE/STAMP NAME OF NOTAR

7. ADDENDUM ACKNOWLEDGEMENT

On Demand Transit Services – RFP # 2023-02

FORM 2
ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
ON DEMAND TRANSIT SERVICES
Solicitation No.:
RFP # 2023-02

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>4-6-23</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation


Firm's Name: Freebee

Authorized Representative's Name: Jason Spiegel

Title: CEO

Email: Jason@ridefreebee.com

Phone Number: 305-330-9450

Authorized Signature: 

8. CERTIFICATION TO ACCURACY OF PROPOSAL

On Demand Transit Services – RFP # 2023-02

FORM 8

CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is Jason Spiegel of Freebe the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF FLORIDA)
COUNTY OF MIAMI -DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023,

by Jason Spiegel as managing Partner
(Name of person acknowledging) (Title)

for BEE FREE LLC
(Company name)

Personally known to me or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)



KATHERINA ALI
Notary Public
State of Florida
Comm# HH289661
Expires 7/19/2026

Katherina Ali
SIGNATURE OF NOTARY PUBLIC
PRINT, TYPE/STAMP NAME OF NOTARY

9. SCRUTINIZED COMPANIES

On Demand Transit Services – RFP # 2023-02

FORM 9 SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)
Jason Spiegel

Print Name
LEO

Title
4-19-23

Date

STATE OF FLORIDA)
COUNTY OF MIAMI - DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023

by Jason Spiegel as Managing Partner
(Name of person acknowledging) (Title)

for BEE-FREE LLC
(Company name)

Personally known to me or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)



KATHERINA ALI
Notary Public
State of Florida
Comm# HH289661
Expires 7/19/2026

Katherina Ali
SIGNATURE OF NOTARY PUBLIC

KATHERINA ALI
PRINT, TYPE/STAMP NAME OF NOTARY

10. FEE SCHEDULE

On Demand Transit Services – RFP # 2023-02

EXHIBIT B
VILLAGE OF KEY BISCAYNE
ON DEMAND TRANSIT SERVICES
PROPOSAL SCHEDULE

NAME OF PROPOSER: Freebee

In response to the Village’s request for proposals and in compliance with the RFP Requirements, the undersigned proposes to provide all labor, materials and equipment, all supervision, coordination, all related incidentals necessary to provide **On Demand Transit Services** located at the Village of Key Biscayne, Florida.

In strict accordance with the Bid Documents dated March 20th, 2023 including Addenda numbered 1 through 1, inclusive, for an all-inclusive Base Bid for **On Demand Transit Services** includes all incidental costs such as permitting, permit fees, samples, shipping, etc.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment and permitting.

TABLE FOR BID FORM:

For the six (6) vehicles to continue existing service

Item	Description	Cost/Hr./Veh.	Hours/Veh./Annual	Total Cost (annual/veh.)
Operation Costs per each vehicle	Vehicles, Staff, Drivers, Supervisors based on annual maximum vehicles operation hours	\$28.05	3,620 Hours	\$101,541

BIDDER’S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed work. The Bidder is familiar with the nature and extent of the work and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the work and furnish all materials called for by the RFP Documents. Proposer further agrees that payments will be made based on actual quantities placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for construction of: **On Demand Transit Services** located in VILLAGE OF KEY BISCAYNE, FLORIDA.

Company Name: Freebee

Proposer’s Name: Jason Spiegel

10. FEE SCHEDULE

On Demand Transit Services – RFP # 2023-02

Proposer's Email: Jason@ridefreebee.com

Proposer's Title: CEO

Proposer's Signature: 

If the Village will continue to allow advertising revenue to help subsidize a portion of the program, the cost/vehicle/hour would be minimized even further.

11. STATEMENT OF FINANCIAL STABILITY

Statement of Financial Stability

Dear Village of Key Biscayne,

We are excited at the opportunity to continue partnering with the Village of Key Biscayne in helping to provide this very innovative transportation solution. Over the last 10 years, Freebee has built a reputation for being one of the fastest growing companies in the state of Florida and continues to be the pioneer in the industry when it comes to providing on-demand, 100% electric transportation. Based on the success of the service and financial credibility, our entire growth has been funded with the help of the SBA 7(a) loan program, which has provided funding for vehicle acquisition and working capital for hiring.

Company Highlights:

Year Established: 2012

Total Employees: 260 employees

Total Municipal Contracts: 30+ contracts

Total Vehicles Operated: 150+ vehicles

Financial Capabilities

Freebee is a fully funded organization with ample cash reserves. In September 2022, Freebee completed its Series A investment round and raised over \$8,000,000. In addition to the \$8,000,000 of new equity, Freebee was provided with a \$25,000,000 vehicle credit facility for the purchase of new vehicles.

If further information is needed, we would be more than happy to provide it.

Sincerely,

Jason Spiegel

CEO

Freebee

12. CERTIFICATE OF AUTHORITY

On Demand Transit Services – RFP # 2023-02

FORM 3B CERTIFICATE OF AUTHORITY (if Individual)

I, Jason Spiegel ("Affiant") being first duly sworn, deposes and says:

- I am the CEO
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
Beeta LLC doing
business as Freebee the
Contractor that has submitted the attached Proposal.
- I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
- I am authorized to execute the Proposal dated 4-19-23 and submit this Proposal to the Village of Key Biscayne, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

BF
Witness #1 Print Name: Brandon Fernandez

Mojia
Witness #2 Print Name: Xavier Mejia

Signed, sealed and delivered by:

J
Print Name: Jason Spiegel
Title: CEO

ACKNOWLEDGMENT

State of Florida
County of MIAMI - DADE

On this 19th day of April, 2023, before me the undersigned, personally appeared Jason Spiegel whose name(s) is/are KATHERINA M subscribed to the within instrument, and he/she/they acknowledge that he/she/they acknowledged it.
Witness my hand and official seal:



KATHERINA M
State of Florida
Comm# HH289661
Expires 7/19/2026

Katherina M

Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

13. SINGLE EXECUTION AFFIDAVITS

On Demand Transit Services – RFP # 2023-02

FORM 6A

SINGLE EXECUTION AFFIDAVITS

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

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE VILLAGE OF KEY BISCAYNE AND ARE STATEMENTS MADE:

By: Jason Spiegel

For (Name of Proposing or Bidding Entity): Freebee

Whose business address is: 371 NE 66th St, Miami FL 33137

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-4654887

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

JS
Proposer Initials

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

Public Entity Crimes Affidavit

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

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

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

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

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JS
Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

JS
Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the Village of Key Biscayne (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

- 3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JS

Proposer Initials

Acknowledgment, Warranty, and Acceptance

- 1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
- 2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP # 2023-02 ON DEMAND TRANSIT SERVICES** and any addendum/addenda related thereto.
- 3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council or Village Manager, as applicable.
- 4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

JS

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

JS

Respondent Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits follows on the next page

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

JS
Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Village of Key Biscayne or any person interested in the proposed Contract.

JS
Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

In the presence of:

B Jobe

Witness #1 Print Name: Bryan Jobe

[Signature]

Witness #2 Print Name: Xavier Mejia

Signed, sealed and delivered by:

[Signature]

Print Name: Jason Spiegel

Title: CEO

ACKNOWLEDGMENT

State of Florida

County of MIAMI - DADE

On this 19th day of April, 2023, before me the undersigned, personally appeared Jason Spiegel, 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:

Katharine Di...

Notary Public (Print, State of Florida as Commissioned)



- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

FORM 10 PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Bid, Proposal or contract No. 2023-02

2. This sworn statement is submitted by: Freddie
(name of entity submitting sworn statement)

whose business address is: 371 NE 61st St
Miam., FL 33137

Federal Identification Number (FEIN) is: 45-4659887
(if applicable)

Social Security Number: _____

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

3. My name is: Jason Spiegel
(print name of individual signing this document)

and my relationship to the entity is: CEO

4. I understand that a "public entity crime" as defined in §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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that a "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt of 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.

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in §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 binds or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 - a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 - b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in 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 and (Please indicate which additional statement applies)
 - 1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

 - 2) The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

14. PUBLIC ENTITY CRIMES

On Demand Transit Services – RFP # 2023-02

- 3) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services)

[Signature]
 Signature

4-19-23
 Date

STATE OF FLORIDA)
 COUNTY OF MIAMI - DADE)

The foregoing instrument was acknowledged before me this 19th day of April, 2023

by Jason Spiegel as Managing Partner
 (Name of person acknowledging) (Title)

for BEEFREE LLC
 (Company name)

Personally known to me or has produced Identification type of identification produced _____

(NOTARY SEAL HERE)



KATHERINA ALI
 Notary Public
 State of Florida
 Comm# HH289661
 Expires 7/15/2026

[Signature]
 SIGNATURE OF NOTARY PUBLIC

KATHERINA ALI
 PRINT, TYPE/STAMP NAME OF NOTARY

15. DISPUTE DISCLOSURE

On Demand Transit Services – RFP # 2023-02

FORM 11 DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Village of Key Biscayne.

Firm: Beefree, LLC. (DBA) Freebee

Authorized Signature: 

Print or Type Name: Jared Jacobs

Title: Director of Planning and Research

Date: April 19, 2023

Freebee
371 NE 61st St, Miami, FL 33127
305-330-9450

Primary Contact: Jason Spiegel
4/20/2023

Freebee

ON THE KEY

FREE. ON DEMAND. 100% ELECTRIC TRANSPORTATION



Freebee +



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3. EXECUTIVE SUMMARY

Dear Village of Key Biscayne,

We are thrilled to present our proposal for expanding Freebee's on-demand microtransit in the Village of Key Biscayne. Since our fruitful partnership began in 2016, we have observed Freebee's incredible growth and positive impact within the community. We take pride in the fact that our relationship with the Village of Key Biscayne has been the cornerstone of our success as a microtransit and climate mitigation solution for communities across the nation. By partnering with the Village of Key Biscayne, Freebee has gained the experience and proof of concept that is now trending across the nation. Freebee is now a global leader in public-private partnerships as an equitable and climate-forward transportation service provider.

The core of our success has been based on the residents of the Village who have embraced Freebee wholeheartedly, resulting in a steadily increasing ridership each month. Currently, we provide over 8,000 riders per month, and we are confident that we will soon surpass 10,000 passengers. As a staple of the community and a pillar of the social infrastructure, Freebee's dependable and consistent services have become essential to the people of Key Biscayne.

Our dedicated Community Ambassador drivers have provided a much-needed transportation solution and contributed to improving the quality of life for all residents, especially the elderly. By fostering an active community and enabling seniors to age in place, Freebee has become a true pillar of social inclusion and support.

The Village of Key Biscayne is known for its picturesque surroundings, commitment to the environment, and vibrant community life. We believe that our flexible and innovative transportation solutions perfectly align with these values, contributing to a greener, more connected Village that actively embraces sustainable development goals.

As we look to expand our services, we aim to continue providing ever-enhancing turnkey solutions for the Village of Key Biscayne, decreasing car use and promoting connectivity. In addition to comprehension of time operating within the Key Biscayne community for seven years, our experience working with now over 30 communities throughout Florida uniquely positions us to understand the needs of the Village and deliver an impactful solution. Our expertise in adaptive and flexible low-impact service, balanced with niche, emerging technologies, and innovative strategies, has allowed us to be responsive and proactive as a robust and comprehensive partner for the public good in the Village. The Freebee team will continue to utilize an integrative approach toward facilitating incrementally healthier habits for municipalities and their residents alike. Our success in this has been coined the "Freebee Effect." Our innovative and fun approach to transportation is designed to capture ridership from all demographics, ranging from the transportation disadvantaged to the transportation dependent and even those who have a choice to commute with their own vehicle. This dedication to equitable and healthy communal integration has guided us toward a service model centered around our drivers, whom we refer to as Community Ambassadors – the human face of our service.

Applying the principles of Vision Zero and numbers 3, 10, 11, 13, and 17 of the United Nations Sustainable Goals as guides, we align our Freebee smart growth goals to a global initiative while serving locally. In line with the Village's efforts to preserve its natural beauty and protect its beaches, parks, and wildlife, Freebee's electric vehicles reduce the community's carbon footprint and help maintain the pristine environment that attracts residents and visitors alike. Additionally, our services enhance the Village's connectivity, encouraging residents and visitors to explore local businesses, thereby fostering economic resilience and ecological sustainability.

Key Biscayne's rich history and cultural heritage are deeply intertwined with its community values. By engaging with local stakeholders, we aim to ensure our services reflect and celebrate the Village's unique character while meeting its residents' evolving needs. Furthermore, we are excited about the prospect of deepening our partnership with the Village of Key Biscayne and local stakeholders in a collaboration that strengthens community bonds. As we expand our services, we will continue supporting Village initiatives that engage the community, such as local events, educational programs, and outreach efforts that bring the community closer together.

Incorporating user feedback and monitoring the effectiveness of our services are vital to our commitment to continuous improvement. We will regularly evaluate our performance, adjusting our strategies as needed to ensure we meet and exceed the expectations of the Village of Key Biscayne and its residents. We also pledge to maintain open lines of communication with the Village and the community, fostering a collaborative environment where everyone's voices are heard and valued.

Our proposal includes plans for increasing accessibility for individuals with disabilities, ensuring our services are inclusive and available to all members of the community. We will collaborate with local organizations, assisted living facilities, and disability advocates to enhance our understanding of accessibility needs and develop targeted solutions to address any identified gaps.

Safety is a top priority for Freebee, and our team is dedicated to providing reliable transportation services while ensuring the well-being of our riders, drivers, and the general public. Freebee is fully committed to performing all work within the required time frames, as detailed in the enclosed proposal. Our team has carefully reviewed the information provided and can confidently attest to its accuracy.

Thank you for considering our proposal. We look forward to continuing to impact the health of the Village and its residents through our innovative, fun, and climate-forward transportation solution. We are confident that together we can continue to build a more connected, sustainable, and vibrant community that continues to serve as a shining and exceptional model for communities across this Earth we all call home.

Sincerely,

Jason Spiegel
CEO - Freebee
371 NE 61st St
Miami, FL 33137

4. SCOPE OF SERVICES, DELIVERABLES, TASKS, ACTIVITIES

Freebee will successfully fulfill all the requirements outlined in this RFP, which are aimed at establishing a new contract for on-demand transportation services within the Village of Key Biscayne. In compliance with funding agreements and existing operations, Freebee will offer a fleet of six (6) vehicles based on a standard all-inclusive hourly rate. Freebee is prepared to increase the fleet size to up to nine (9) vehicles, ensuring that the quoted rates do not exceed the established maximum hourly rate per vehicle.

Freebee will supply the necessary vehicles, drivers, dispatchers, operation, maintenance, repairs, and insurance to meet the demands of the service. Adhering to system specifications and service standards described in the ITB, Freebee will comply with all applicable Federal, State, County, and local laws, providing the required management, technical, and operating personnel and services for the operation of the Village's on-demand system. Freebee is aware that all services provided by Freebee will continue to be subject to the control and coordination of the Village.

A. VEHICLES

Freebee prides itself on reducing its carbon footprint by exclusively operating 100% electric vehicles. In addition to eliminating carbon emissions, using an all-electric fleet lowers operating costs and reduces air and noise pollution for residents. Based on the level of ridership projected and the service area road conditions, we are recommending using neighborhood friendly, Low Speed Vehicles (LSV) for operation. All vehicles are GPS and video digitally monitored with a custom Internet of Things (IoT) module for safety, reporting, and compliance with the appropriate notifications. All vehicles are properly licensed and authorized to operate legally on public streets and right-of-way. Additionally, all vehicles, including the wheelchair accessible vehicle, will meet all safety and mechanical standards established by Federal, State, County, and local law, rules, or regulations.

Vehicle Recommendation:

Waev GEM e6

The GEM vehicle has a very welcoming, open-air vibe that is perfect for neighborhood communities like Key Biscayne. These vehicles come with full hard doors and roll-up windows in order to operate in rainy conditions. Even during rain events, passengers stay dry, and drivers continue providing the service. Each vehicle will be equipped with lithium-ion batteries that will provide 70 miles to charge and a level 2 charger for fast charging capabilities. We leverage our proprietary trade secrets learned through problem-solving to further increase the daily range and total lifespan of the vehicles. Freebee has developed the most efficient ways to operate, rotate and recharge vehicles in order to maximize battery longevity.

Vehicle Specifications:

- Full Hard Doors w/ Rollup Windows
- Lithium Ion 12.4kWh Batteries (60-70 Mile Range)
- Level 2 EVSE with J1772 connector
- Interactive iPad and In-Car Video Screen
- ADA Wheel Chair Accessible
- 5 Passengers + Driver
- Top Speed: 26 MPH
- All bucket seats



ADA Wheelchair Accessible GEM

In compliance with the ever advancing ADA laws and our company commitment to excellence, Freebee strives to go above and beyond reasonable accommodation for patrons. Serving as a baseline, we seek to maintain effective communication between the Freebee ADA Coordinator, employees, and patrons to insure all requests for additional accommodations are received and included into operations.

To further accommodate patrons, Freebee has outfitted our fleet with specialized ADA compliant lifts and ramps. All drivers are trained and tested on the operation of the ADA compliant ramps to enable and provide assistance so that patrons with adaptive equipment receive a consistent level of service.

**B. OPERATION & SERVICE TIME**

Freebee is committed to continuing to fulfill all the services requested by the Village of Key Biscayne at the highest level possible. We will do this by operating the service seven days a week, within the jurisdictional limits of the Village of Key Biscayne, ensuring that all rides either start or end within the Service Area boundaries specified in Exhibit "A." Freebee will also ensure that no individual on-demand trip exceeds 3.5 miles in length.

Hours of operation will span 8am - 8pm Sunday - Thursday, 8am - 10pm on Friday, and 8am - 10pm on Saturdays, and Freebee will limit driver breaks to downtimes in service. Freebee will also use the data and analysis collected over the last 6+ years in staggering the vehicles throughout the service hours, making sure the maximum amount of vehicles are available during peak times, and minimize the amount of vehicles during non-peak time to ensure no vehicle operates longer than ten (10) hours in a single day. Even during non-peak hours, Freebee will make sure a minimum of three (3) vehicles will be available in operation. Based on future data collected, Freebee will work hand and hand with the Village on making adjustments to the operating hours to continue enhancing the efficiency of the service, ensuring that we strive for an average wait time not to exceed 7 minutes. Over the last 6 months we have continuously worked hard to bring the average wait time down and have been successful in providing a high quality of service even during the highest demand period ever experienced in the Key Biscayne Freebee program history.

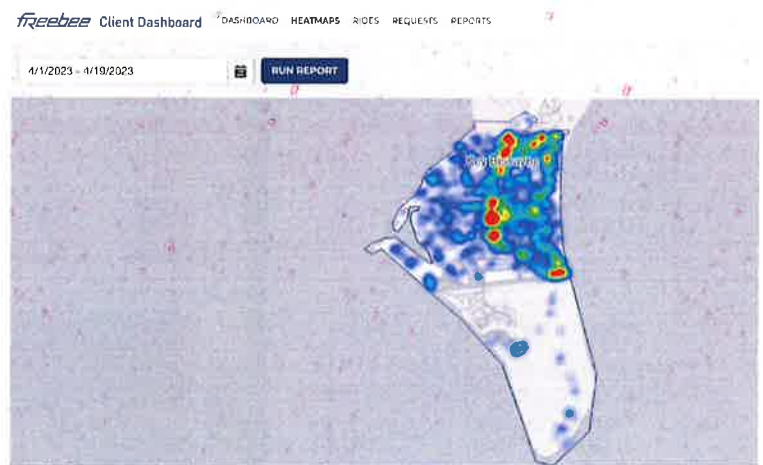
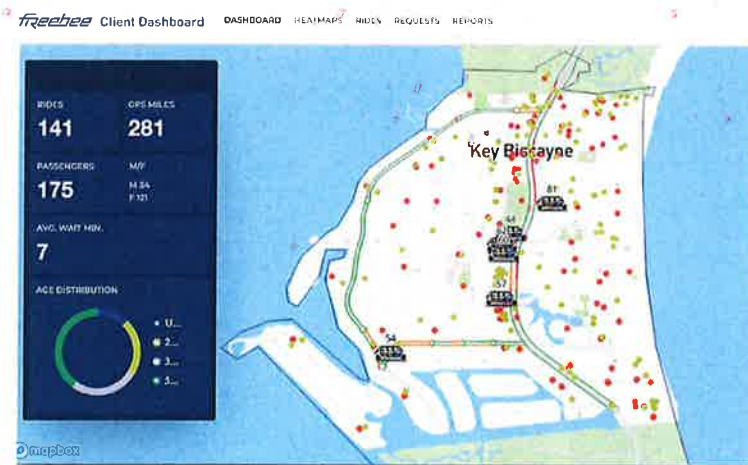
C. PERFORMANCE & FINANCIAL REPORTING

Freebee is dedicated to meeting all the specified goals outlined in the recent service contract and adhering to Federal, State, and C.I.T.T. reporting requirements. We are fully committed to ensuring compliance in our operations and providing timely and accurate updates on our services. As per the contract, Freebee will submit quarterly reports, including aggregated data and trends, as required. We will also provide monthly reports to the Village no later than the 15th day of the following month.

Freebee provides customizable reports with our partners in the form of easy-to-analyze graphs, heat maps, and downloadable Excel charts. The Freebee operations and dispatch team are always accessible and monitoring the success of the service. The team can see where all vehicles are located at all times alongside essential data, including the status of the vehicle battery, rider information like past accommodation requests, existing ride requests in the queue, and the pre-inspection checklist updates. Freebee does not share personally identifiable information and has a robust Safety Systems Program plan protecting all users' identities.

In addition to internal management and tracking, the Freebee team has developed a custom live dashboard for the Village of Key Biscayne with the ability to display performance metrics in real time. Additionally, the Village has the ability to receive daily, weekly, and/or monthly reports highlighting key analytical findings that go beyond National Transit Database (NTD) requirements, including but not limited to all the requirements listed within the RFP package. This will also comply with all Federal, State, and CITT reporting requirements including the ability to provide the Villages real-time on-demand service route information that can be integrated into the County's transit tracker application.

Live Dashboard Example



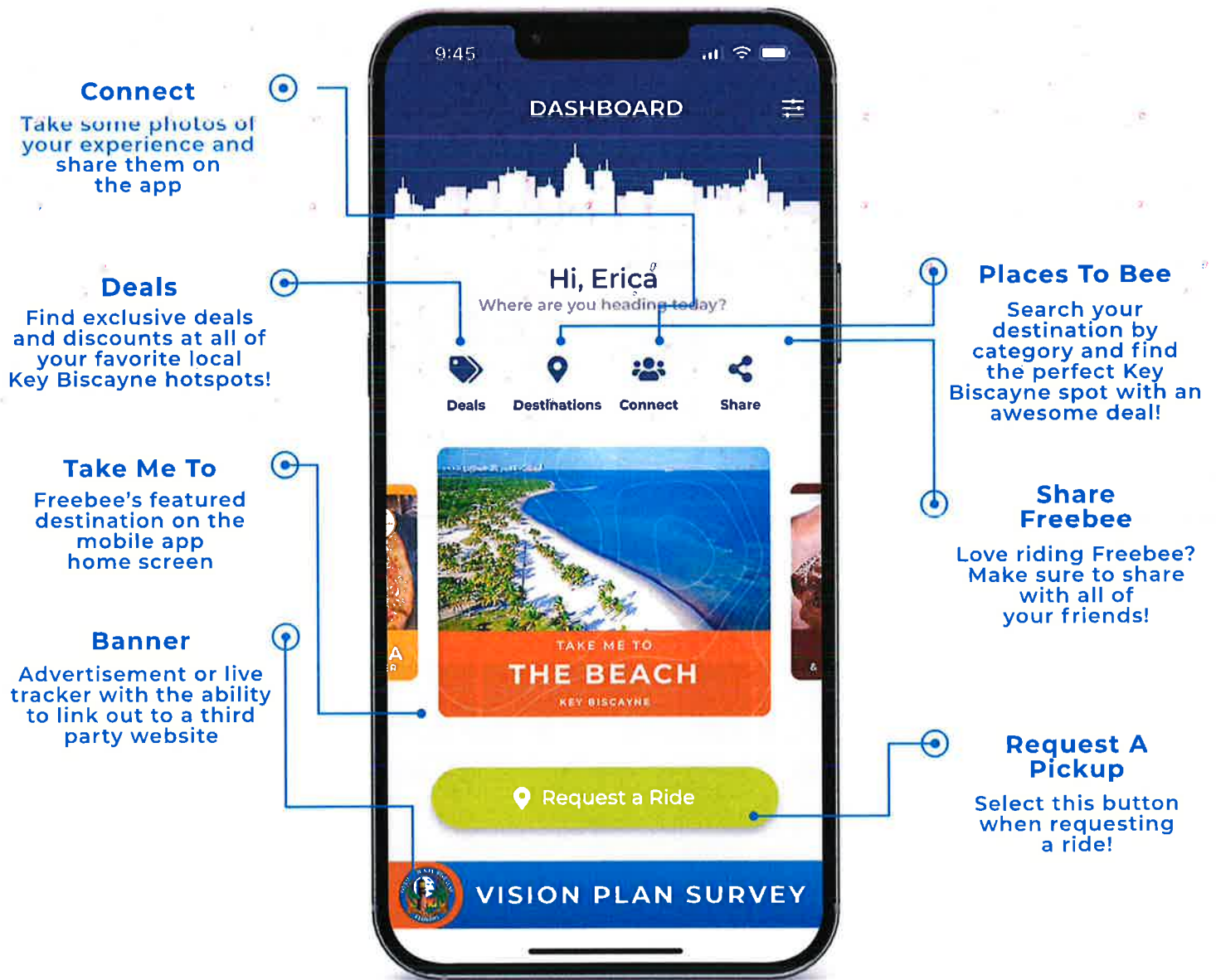
ZONE SUMMARY



D. TECHNOLOGY SOLUTION

The Ride Freebee mobile application delivers a comprehensive experience to seamlessly connect people in need of transportation with professional ambassador drivers, making the transportation process fun, quick and efficient. The design, look and feel of the app is far and away the gold standard of any existing mobile apps in the transportation industry, and the functionality and backend data collection system is built out with the capability to track every piece of data. The Ride Freebee app is available in both the Apple Store and Google Play Store, for both iPhones and Android devices, and is accessible to anyone with either device. Four clicks of a button later, a rider can be connected with a driver instantly, without the need for a dispatch.

With 8 years of technology development going into the Ride Freebee mobile app and over 350,000+ current local South Florida app users, Freebee leads the way in cutting edge innovation. The advantages of having a team of in-house developers has been instrumental in the execution around each of our municipal partners goals and objectives. This has allowed us to be flexible when building new or improving specific features within the mobile app, as our team continuously strives to always stay one step ahead.



E. SERVICE STANDARDS

Vehicle Standards: As mentioned in Section 1A all vehicles used will comply with all applicable local, State, and Federal Codes, including all safety standards.

Vehicle Operator Standards: One of the biggest keys to the success of Freebee is the Freebee Team. Our Drivers are the public-facing representatives of the Villages commitment to their residents. An "Ambassador" is someone who represents the community and serves as a vital pillar of the social infrastructure in the community. Our Freebee Community Ambassadors are both hand-picked and trained to exceed expectations and, to date, have received perfect 5-star reviews over 98% of the time. This makes it important for us to hire locally. Locals take pride in their hometowns and can teach us as much as we teach them. Freebee's Ambassadors will be educated on the history of the community and all that the area has to offer. We also create a directory of local businesses on our mobile app to assist Freebee Ambassadors in learning about the local restaurants and other local businesses. Freebee Ambassadors are trained to have the knowledge of a tour guide and to be as helpful as a concierge on wheels. We will talk more in depth on all of the processes, procedures, and trainings that all driver ambassadors go through to become a Freebee driver. We follow Florida Code 14-90 when it comes to our driver operational procedures and go above and beyond when it comes to training.

Standard Operating Procedures: Freebee has a fully compliant SSPP and SPP that meets and exceeds the requirements of FDOT and other agencies. Full copies of these documents can be provided at the request of the Village, and the Village can also adopt these operating procedures as part of your operating compliance.

5. EXCEPTIONS TO RFP

Freebee has no exceptions to the RFP.

1. QUALIFICATIONS

A. QUALIFICATION OF FIRM

Freebee began operations in 2012 and is now a fully staffed organization of over 300 employees in over 30+ communities in Florida. Freebee specializes in first and last-mile mobility solutions, including door-to-door and fixed-route transportation via 100% electric vehicles. We have expertise in helping local partners meet and exceed their goals/objectives from a transportation and economic development standpoint. Our team works hand in hand with municipalities of all sizes to understand their community challenges to provide robust, customized solutions to help tackle these issues. The success of our transportation platform has allowed the communities where we operate to flourish both from an economic and transit standpoint. With the entire organization focused on innovation and creating a first-class customer experience, Freebee has proven to be the future of public transportation.

B. QUALIFICATION OF STAFF

Freebee has established a senior management team that possesses extensive transportation industry experience in turnkey execution and technology development. The team in charge of managing this project is among the nation's leading experts in providing adaptable, reliable, equitable, climate-forward, and fun transportation within any community. Our structure of maintaining an in-house team to perform all the vital operational roles is important to the overall program execution. Recruiting and retaining qualified, committed team members have been paramount to the company's success.

C. INDUSTRY KNOWLEDGE & EXPERTISE


Freebee has gained recognition as an industry leader within transportation vertical and is looked at as one of the leading experts within the entire industry. With a focus on innovative solutions, Freebee has been recognized with numerous awards, including the Complete Streets Champion for Safe Streets, Key to the City of Miami, and the Key to Miami-Dade County. Additionally, Freebee has been honored with the Miami Beach Chamber Better Beach gold award, the Chamber South Innovation and Technology Award, and the Coral Gables Chamber Diamond Award for an outstanding technology company. Freebee has demonstrated its expertise and knowledge in transit by being instrumental in assisting the Regional Transportation Planning Organization in the implementation of the SMART demonstration plan, and it remains a core operator of its evolution. With its track record of success that has never discontinued service with any partner, Freebee continues to set the standard for excellence in microtransit. Freebee is poised to remain a key player in the transportation industry for years to come.

D. PROJECT MANAGEMENT & PAST PERFORMANCE

Freebee has been a staple in the Village of Key Biscayne for several years, and its success can be attributed to its strong partnership with the Village and its residents. Freebee's growth and positive impact within the community has been observed since its partnership with the Village began in 2016 and is today a part of the community's culture and way of life. Its current ridership of over 8,000 rides per month, and the increasing number of riders, is a testament to its success. Freebee's services have become essential to the people of Key Biscayne, providing a much-needed transportation solution and improving the quality of life for all residents. We can see quantitatively the majority of riders are female and quite a large number in relation to most service areas are of the elderly population. Freebee is on track to continue deepening its partnership with the Village and local stakeholders to strengthen community bonds and enhance service. Freebee's commitment to continuous improvement includes regularly evaluating its performance and adjusting its strategies to meet and exceed the expectations of the Village and its residents at the most efficient cost per rider.




















The many years of incremental success developing Freebee's economic resilience strategy have been monumental in achieving the level of success the progressive program is seeing now. The resiliency strategy had been solidified over the years through the development of strong social bonds that residents had grown to expect and depend on. Freebee marketed the new services prior to and during the implementation of the service utilizing its full in-house creative, marketing, and video team, from designers to marketing experts to PR professionals. The most powerful marketing tool Freebee utilized to market the service and increase ridership was the technique of utilizing the existing social capital of the community. Freebee achieved this technique by developing partnerships with local businesses in the area and providing them with free advertising through the "RideFreebee" mobile app. Each business has the capability to offer their riders exclusive deals and discounts on the platform, which in turn, helps to physically drive traffic back to their locations. This promotion is free to all local businesses and communicated that it was provided courtesy of the Village. The Freebee platform provides a plethora of information for the Key Biscayne constituents helping to promote public service announcements, special events, the community center, health services, and existing transit connectivity.

Below is a graphic showing Freebee's footprint within the State of Florida and the expansion that has been completed since launching service with the Village back in 2016:







**FREE. ON-DEMAND.
100% ELECTRIC TRANSPORTATION.**

FREEBEE LAUNCH TIMELINE

 KEY BISCAYNE December 2016  CORAL GABLES June 2017  MIAMI LAKES January 2018  COCONUT GROVE February 2018  ISLAMORADA November 2018  PINECREST January 2019  MIAMI BEACH June 2019	 PALMETTO BAY July 2019  DELRAY BEACH September 2019  DORAL November 2019  NORTH BAY VILLAGE December 2019  ST. PETE BEACH December 2019  WEST MIAMI August 2020  FLORIDA INTERNATIONAL UNIVERSITY September 2020	 DOWNTOWN MIAMI October 2020  SOUTH MIAMI December 2020  AVENTURA May 2021  FLORIDA CITY July 2021  HIALEAH August 2021  BISCAYNE PARK April 2022  TRI-RAIL (Cypress Creek Station) June 2022	 VIRGINIA BEACH June 2022  NORTH MIAMI BEACH August 2022  SUNRISE August 2022  BAY HARBOR ISLANDS November 2022  BAL HARBOUR December 2022  FORT PIERCE February 2023  KISSIMMEE March 2023
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UPCOMING LAUNCHES

 HALLANDALE BEACH Spring 2023	 GREEN CARS FOR KIDS Spring 2023	 Dunedin Summer 2023	 NORTH MIAMI Summer 2023	 TBA 2023	 TBA 2023
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References:

City of Aventura

Contact Person: Ron Wasson - City Manager
Firm: City of Aventura
Telephone: 305-466-8910
Email: rwasson@cityofaventura.com
Scope: 100% Electric, On-Demand Transportation

City of St Pete Beach

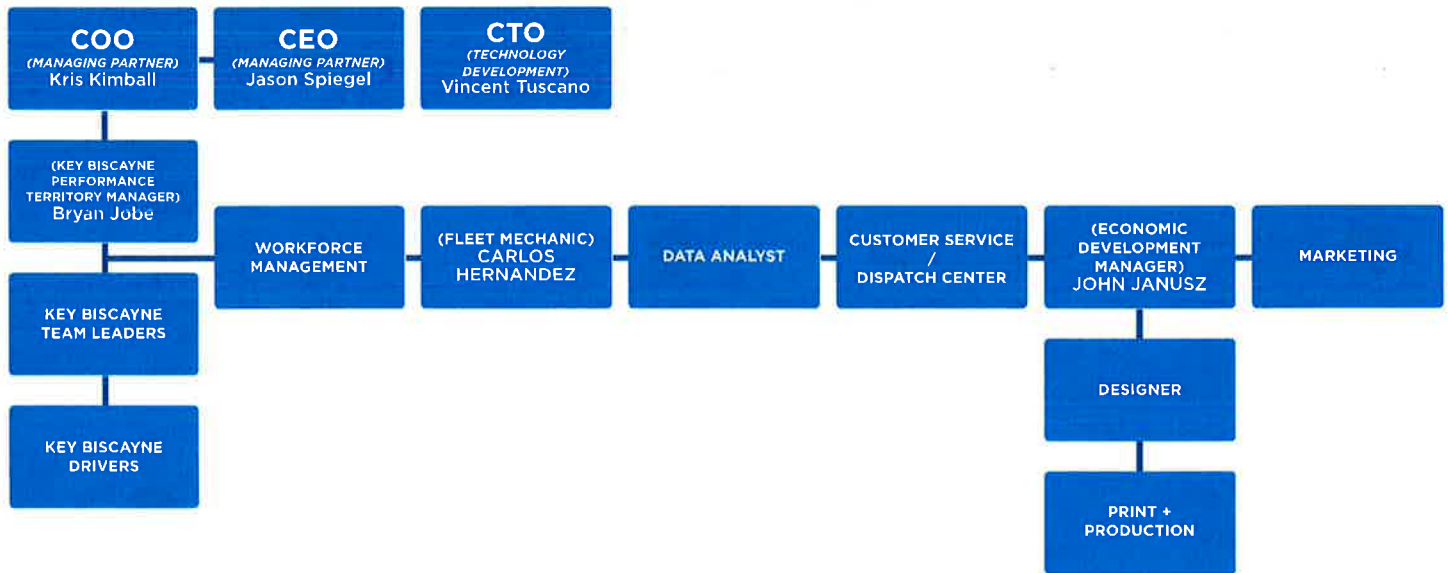
Contact Person: Michelle Gonzalez - Director of Community Development
Firm: City of St Pete Beach
Telephone: 727-363-9213
Email: mgonzalez@stpetebeach.org
Scope: 100% Electric, On-Demand Transportation

City of Miami Beach

Contact Person: Mikhail Ryabov - Transportation Manager
Firm: City of Miami Beach
Telephone: 786-815-0078
Email: MikhailRyabov@miamibeachfl.gov
Scope: 100% Electric, On-Demand Transportation

2. SERVICE TEAM & RESUME

A. VILLAGE ORGANIZATIONAL CHART



B+C. TEAM MEMBERS DESCRIPTION/ROLES + RELEVANT EXPERIENCE

Jason Spiegel is the Co-Founder and Managing Partner for Freebee. He is in charge of identifying, directing, and developing the implementation of the firm’s business and transportation strategy, leading the management team, maintaining budgets, and liaising with officials of government departments and regulatory bodies. Jason graduated from the University of Miami with a degree in Business Management and has been recognized as one of the emerging leaders in transportation. Jason was a nominee for the 2019 Complete Streets ‘Champion Award’ and also was named to Miami Today’s “Best Of” in Transportation Leadership.

Jared Jacobs, AICP, has been a multi-spectrum director within the Freebee team from its near inception. From inclusion and safety compliance to climate, multimedia, and transportation planning, Jared has maintained a wide perspective of community while having the ability to pragmatically zoom in at very actionable levels with Freebee. Maintaining a toolset including accreditations like CNU-A, LEED, ENV-SP, City Climate Planner (CCP), Park Smart, ADA coordinator, Paratransit training, and more, he has built bridges with many organizations whose missions overlap and work together. He serves on the Transportation Disadvantaged Local Coordination Board of Miami-dade as well as the board of a local environmental justice, indigenous sovereignty, and ecological restoration NGO. Jared is proud to work with an amazing team that ensures the Public Private Partnerships Freebee participates in is, in every aspect a Partnership for the Public Good.

Jamie Kerezman is a Customer Experience Expert and is the main point of contact for municipal partners in making sure Freebee is taking every step possible to ensure satisfaction and continuous growth in exceptional service. She wears many hats within the company ranging from customer feedback to invoicing. Her background includes 25 years of customer service, banking, and finance with some of the leading brands in the world. Her previous focus on retail banking and compliance has helped her transfer an adept understanding of top-tier and high-level proficiency to Freebee. Her position includes customer service and quality assurance, bookkeeping and invoicing with city reporting requirements, insurance claims, and accident repair follow-up. Jamie additionally sits on the accident review committee, ensuring that her understanding of the process is communicated across company laterals and that all actionable items are accounted for. Jamie also assists in vehicle procurement and monitoring driver behavior. Jamie has helped sharpen, streamline, and future-proof many of the day-to-day Freebee operations into the efficient and accountable system we work with today, allowing everyone on the team to focus on what they do best.

John Janusz is the Director of Economic Development and the Freebee Experience. John focuses on building relationships with local businesses, networking groups, and other points of interest as a means to both learn about the local community and educate everyone on the benefits that Freebee brings to a community. Through this connectivity, the positive impact of Freebee's service becomes exponential. Prior to joining Freebee, John was the Chief Concierge for the legendary Waldorf Astoria New York. At Freebee, John applies his knowledge and skill set so that Freebee is constantly striving to enhance the experience of our passengers, our drivers, local businesses, and all of the components of the community.

Bryan Jobe is the Vice President of Fleet Service and Safety for Freebee and has been with Freebee from its inception and has served as an integral member of the Freebee team. Bryan has helped Freebee grow and transition to the point it is currently through the experience of holding every position within operations and gaining from it valuable insights into the most granular functionality of the company's operations. Bryan's strategic mindset has led to the improvement of processes that has allowed Freebee to expand and thrive to the level of service it is operating at now. He brings a safety-first mentality to Freebee, ensuring every driver and service area manager is provided with the same two-channel level of communication, respect, and attention necessary for both success and employee satisfaction. Bryan's style of managing enables all employees to thrive within their positions while enabling invaluable qualitative data to be shared with operations and planning leadership. While pioneering Freebee's fully electric fleet over the past 11 years, Bryan has become an expert within the electric vehicle industry. Bryan has gained mastery in everything ranging from EV procuring, operations, service, safety, charging, and everything in between. Bryan's feedback and suggestions have led to numerous changes on our EV platforms directly from the manufacturers. With Bryan's vision and pragmatic, people-first, and forward-thinking skills, Freebee is positioned to continue to lead the industry.

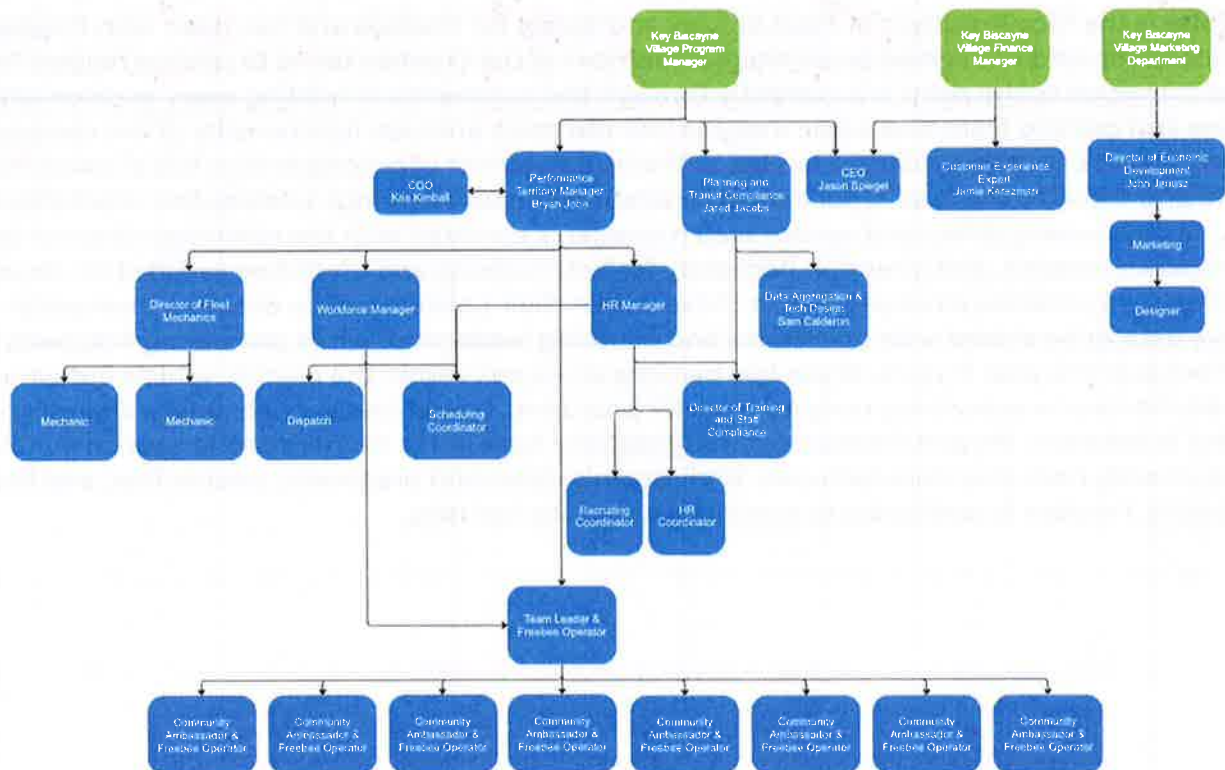
Samuel Calderon is the VP of Development at Freebee. He is responsible for a range of functions to include development of our innovative technology infrastructure and client dashboards as well as our design and management of our vehicle computer and entertainment systems. Samuel is instrumental to our specific complex projects that require creativity and hands-on development. Prior to his time at Freebee, Samuel was a full stack developer and maintained all operating systems for Midtown Miami, a 52 acre mixed use development project in the heart of Miami. He created and maintained systems as well as advising on IT infrastructure to track and manage real-estate closings, leasing and management of approx. 2000 residential units and 150,000 sq ft of retail and office space. Other projects include personal assistants for social media and home automation using natural language and apps with a focus in the real estate and transportation industry. He continues to keep abreast of the latest technologies, licensing and education.

D. APPROACH TO PROVIDING SERVICES TO VILLAGE

The Freebee team understands that collaboration with Village staff is critical to ensuring the success of the transportation service. Therefore, they will work in a very fluid and dynamic manner with Village staff, ensuring accountability and responsiveness at all times. The team will prioritize open communication with the staff to understand their needs and feedback, regularly review the data and strategize an adaptive plan as often as the Village staff would like. Additionally, the Freebee client-side dashboard will be available 24/7, enabling the Village of Key Biscayne to monitor all data in real time, while support from Freebee will always be available through phone or email. The Freebee management staff will always be accessible to meet, review the data and strategize an adaptive plan, enabling the Village staff to stay informed and involved in the ongoing success of the transportation service. Freebee will ensure that the continuity of the management team will be maintained and only changed with prior approval of the Village. The designated team will meet no less than quarterly with Village staff for a scheduled and planned meeting, but would prefer to meet monthly.

3. PERSONNEL PLAN

A. CORPORATE ORGANIZATIONAL CHART



B. STAFFING

Freebee's workforce management and HR departments work hand in hand to ensure an efficient staffing process. By utilizing data-driven insights, we are able to proactively identify areas of improvement and make necessary adjustments to prevent any lapses in service due to staff emergencies and callouts. To maintain an efficient staffing process we consider factors such as the number of vehicles needed, the number of staff required to operate those vehicles, and OSHA requirements for staff safety. By analyzing this information, we are able to adjust schedules and allocate resources appropriately. Additionally, Freebee's HR department maintains various lines of communication to ensure effective collaboration between management and staff. They strategically communicate with the Freebee vehicle operations team to gather feedback, address concerns, and implement changes that support employee engagement and satisfaction.

By working together, Freebee's workforce management and HR departments are able to streamline their staffing process and ensure that services are delivered in a timely and effective manner. We also demonstrate a commitment to our employees' well-being by prioritizing their safety and providing opportunities for input and feedback. Ultimately, this approach leads to better customer satisfaction and a more successful business overall.

C. ORGANIZATIONAL CHART

Please see section 2A for the complete organizational chart.

D. DESCRIPTION OF EACH POSITION'S ROLE

The following is a list of Operational Personnel Duties & Responsibilities:

• COO

Responsible for overseeing the entire operational scope and ensuring that our Performance Territory Management Team is executing at the highest level possible.

• PERFORMANCE TERRITORY MANAGER

Individuals who are responsible for the day-to-day operation of specific service areas, ensuring overall customer satisfaction with both each municipality and the community members. The performance manager will constantly monitor and improve all performance metrics.

• TEAM LEADERS

Team Leader drivers, who are essentially managers in training, also serve as a second set of reliable eyes and ears out on the road for the Performance Manager. Their job is to provide even more leadership to their fellow drivers in terms of logistics and tricks of the trade to better serve guests.

• DRIVERS | COMMUNITY AMBASSADORS

These individuals are responsible for safely and efficiently operating (driving) the vehicles each day, providing passengers with a first-class transportation experience.

• TECHNOLOGY DEVELOPMENT

Leads all of our programming, technological architecture, design/development, and product support of the Ride Freebee mobile app.

• FLEET MECHANIC

Provides safety leadership for the vehicle maintenance department, including all maintenance personnel and equipment. In addition to providing real-time maintenance support, the designated fleet mechanic is in charge of auditing maintenance work practices and identification of methods to improve the safety, compliance, and reliability of the fleet.

• WORKFORCE MANAGEMENT

Responsible for the management of processes used to optimize the productivity of our drivers and system. Workforce Management plays a key role in maximizing performance levels and competency for the rest of the operations team in maximizing productivity.

• CUSTOMER SERVICE/DISPATCH CENTER

These individuals will be responsible for providing customer service support, product support, and dispatching of rides for individuals who request service through the call-in number.

• ECONOMIC DEVELOPMENT MANAGER

Responsible for establishing and communicating the daily, weekly, and monthly plan to exceed our company goals pertaining to connecting users of the service with local businesses.

• DESIGNER + PRINT + PRODUCTION

Freebee has a full in-house creative and video team, from designers to videographers. These in-house resources have given Freebee the ability to create an extremely effective ridership outreach program that has shown a 100% success rate in continuously increasing ridership within our areas of operation.

• MARKETING/PR

Responsible for generating awareness about the service and continuing to drive ridership.

• FREEBEE PLANNER

Works with municipal staff, community stakeholders, regional authorities, and Freebee management to maximize the economic, equitable, and environmental Freebee level of service.

• DATA ANALYST

Design, create, and monitor custom data reports to help guide decision-making and ultimately improve operational efficiencies.

E. HIRING POLICIES & PROCEDURES

Freebee believes that all people are entitled to equal employment opportunities. Accordingly, Freebee is an employer committed to providing all employees and applicants equal employment opportunities. It is Freebee's policy that all employment decisions are based on merit, qualifications, performance, and business needs. Furthermore, it is Freebee's policy that all employment decisions are made without regard to race, age, religion, creed, color, national origin, gender, pregnancy, sexual orientation, gender identity or expression, ancestry, physical or mental disability, medical condition, genetic information, marital status, veteran status, union affiliation (if any), or any other characteristic protected by applicable federal, state, or local laws. It is Freebee's policy that all employment decisions are made in a non-discriminatory manner, such that no legally protected characteristic will be a factor in decisions regarding any aspect of employment with the Company, including recruitment, hiring, termination, discipline, promotion/ demotion, training, compensation, scheduling, assignments, or any other terms or conditions or privileges of employment with the Company. Freebee expects all employees to support our equal employment opportunity policy and to take all steps necessary to maintain a workplace free from unlawful discrimination or harassment.

Freebee maintains a strong company culture through transparency and measurable self-evaluation that helps Freebee to organize policies that improve social equity while supporting economic growth within underserved areas and communities. The tool used to measure our progress on an annual basis is the Just Label certification by the Living Futures organization. The areas of focus are diversity, equity, safety, stewardship, and worker benefits.

F. HIRING & TRAINING PROGRAMS

Freebee team members throughout the Freebee matrix are provided a diverse range of training strategies and techniques to help enable them to excel in their service to the community. In addition to the in-person and classroom-style training, there is also a virtual learning management system (LMS) that we have created. The LMS allows Freebee staff the opportunity to train on-demand wherever they choose while also having familiar and easily recallable content they can return to at any time. There is a base set of courses orchestrated for all Freebee staff members to complete before they get behind the wheel of a Freebee. Some courses are created by us internally, while partners in the industry design the majority of the courses. A passing score of 85% is required to receive a certificate of completion. Additional roadmaps for continued professional development and training are available for team members who wish to advance their knowledge and increase their potential for career advancement. In addition, when company-wide time-dependent training becomes urgent, we are able to push the course out to the entire team and ensure everyone has what they need to verify comprehension of the information.

Our partners currently include:

- Q'straint, a worldwide leader in wheelchair securements and accommodations for transit providers.
- The Center of Urban Transportation Research at FSU (CUTR)
- Esafety, an online OSHA training platform with a focus on public transportation.
- The local fire department of the service area and the FEMA
- The Red Cross

The five tiers of training are as follows:

- Freebee Community Ambassador - This tier includes the core courses required to operate a Freebee vehicle as a public transportation operator.
- The Continued Education - This tier is open-ended without a deadline and open to team members employed for over 90 days to incrementally enhance their skills and knowledge. We will require our staff to complete a few courses each month within this tier relative to their interest.
- Team Leader - This tier is hand-selected by each manager based on service area needs and also to develop leadership skills and more detailed Freebee operations required of a Freebee Team Leader
- Management - This tier is for all upper management.
- Disciplinary Action - This tier is customized per accident, incident, or near-miss as it relates to the scenario.

The Freebee Community Ambassador courses include:

- Q'straint Securement
- Freebee XL Wheelchair Lift Safety
- Disability Etiquette
- De-Escalation
- Curbing Transit Distracted Driving
- How to Clean a Freebee
- Fire Extinguisher Safety
- Active Shooter training
- Driver Safety

The Continued Education courses include:

- Back Safety
- Accessibility
- Climate Action Communication
- Paratransit and non-medical transit t
- Battery and Charger Safety
- Behavior-Based Safety

TAB C

- Diversity in the Workplace
- Electrical Safety
- Ethics in the Workplace
- Heat-Related Illness Awareness • HIPAA Awareness
- Personal Protective Equipment • Respect in the Workplace
- Safety and Substance Abuse
- Severe Weather Awareness
- Sexual Harassment Awareness
- Title IX
- Violence in the Workplace

The Team Leader courses include:

- Monitor Prep (For Freebee GEM cars)
- How to be a content creator with Freebee
- Lead in the Workplace
- Leadership in the workplace
- Commitment to Safety
- Adult and Pediatric First Aid/CPR/AED training with the Red Cross • Community Emergency Response Training (CERT)

G. MAINTAINING SATISFACTORY PERFORMANCE LEVELS

Freebee is always monitoring the performance of our staff and take pride in providing professional development and gamified growth opportunities to our employees at every level of our organization. There are several tracks our Drivers/Community Ambassadors can take towards earning higher wages and professional development. Along the way, employees receive additional incentives for completing various continued education courses or accomplishing specific metrics in regards to safety, customer service, and productivity. This opportunity provides our drivers with an entertaining career path that exponentially develops the social capital of the communities we serve while leading them to management-level positions within the company ranging from HR and operations to marketing, advertising, sales, and urban planning. Freebee provides various opportunities for team building and cross-departmental interaction through employee appreciation events. These events reflect the company's values, mission, and commitment to community development while providing the employees an experience to enjoy themselves, relax, and get to know each other outside of a working environment.

TAB D

Freebee will not maintain or employ any subcontractors for the Village of Key Biscayne Service.



VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council
 Joe I. Rasco, Mayor
 Franklin H. Caplan, Vice Mayor
 Brett G. Moss
 Edward London
 Allison McCormick
 Oscar Sardiñas
 Fernando A. Vazquez

Village Manager
 Steven C. Williamson

DATE: June 6, 2023
 TO: Mayor Rasco and Councilmembers
 THRU: Steven C. Williamson, Village Manager
 FROM: Jeremy Calleros Gauger, Director – Building, Zoning, & Planning Department
 RE: 441 Island Drive: Regulatory Variance

APPLICATION SUMMARY

Applicant	Steven J. Powell and Jennifer Camel Toueg
Request	Approval of a variance to allow 23 feet of additional driveway width for a total of 59 feet, where a maximum of 36 feet is required.
Site Address	441 Island Drive
Master Plan	Medium Density Single Family Residential
Zoning District	VE – Village Estate
File Number	DRY23-00013
Recommendation	Denial

EXPLANATION AND ANALYSIS

The Request: 36 feet of driveway width is allowed by the zoning ordinance. The Variance request is to allow an additional 23 feet of driveway width for a total of 59 feet. This is an approximate 64% increase in pavement width. The applicant



VILLAGE OF KEY BISCAIYNE

is seeking a variance to allow two (2) driveway entrances along West Mashta Drive in addition to the existing approximately 32-foot driveway on Island Drive. Each new driveway entrance is proposed at twelve (12) feet in width.

Variance Evaluation Criteria: The Village's Zoning Ordinance provides for the granting of variances subject to a finding that the petition meets the following criteria:

Criteria 1 Maintains the basic intent and purpose of the zoning, subdivision, and other land use regulations, which is to protect and maintain the general welfare of the public, particularly as it affects the stability and appearance of the community.

Analysis This proposal has a negative impact on the general welfare of the public due to the additional paving of the public right-of-way. The current driveway includes approximately 540 square feet of paved area while the proposed addition includes 880 square feet of additional paved area.

Paved areas of the right-of-way have a number of negative impacts. Pavement, (including pervious pavements), do not allow water to infiltrate into the ground as quickly as landscaped areas. Paved areas will also potentially interfere with Village work in the right-of-way both above ground in the form of sidewalks and tree planting as well as below ground including tree roots, drainage, and utilities.

The subject Property is a single-family home within the Cape Florida Section 1 Subdivision that was built in 2003. The residence was built having the front entrance facing West Mashta Drive with a three-car garage on its opposite end facing Island Drive. This lot is unique in that it is the only lot in Key Biscayne bound by three roads: Island Drive, Harbor Drive, and West Mashta Drive (though some triangular lots have similar conditions facing two streets). There is an existing 32-foot driveway on this lot that leads to the three-car garage. In addition to the existing driveway, there is also a 3-foot walkway leading to West Mashta Dive. Per Section 30-100(f)(31)(3) of the Zoning and Land Development Regulations (the "Code"), walkways not greater than 5 feet in width may encroach into the swale provided that the aggregate sum of driveway and walkway does not exceed the maximum allowable driveway width.

Current zoning regulations under Section 30-100(f)(5)(d) of the Code provide certain limitations on the widths for all driveways within single family and two-family developments. For single-family homes, the Code allows for a maximum driveway width of 24 feet for lots with a frontage of less than 75 feet. For all other lots, the maximum width of a driveway or



VILLAGE OF KEY BISCAIYNE

combination of driveways at the point of intersection with the Right-of-Way (ROW), shall not exceed the lesser of 36 feet or 32 percent of the Lot's frontage, including side Street frontage on corner lots.

Since this this lot's primary entrance is West Mashta Drive, an additional point of entrance is justified. However, a combination of reduction of the existing full-width driveway on Island Drive along with narrowing of the proposed driveways on West Mashta Drive would allow access without requiring a variance. A more modest variance request may still be required to accommodate three driveways and an additional dedicated pedestrian access point.

In conclusion, the variance request does not maintain the basic intent and purpose of the Zoning and Land Development Regulations as this does not promote nor preserve the character and ecological quality of the Village as articulated in the Comprehensive Plan.

Finding Inconsistent.

Criteria 2 Is compatible with the surrounding land uses and would not be detrimental to the community.

Analysis The property is within the Medium Density Single Family Residential land use category, which is intended to allow for the use of single family, detached homes on lots of at least 7,500 square feet of net area. A proposed driveway for a detached, single-family residence is compatible with the surrounding land uses and as such would not be detrimental to the community.

Finding Consistent

BACKGROUND

The Variance process is in place to allow action outside regulations to overcome certain limitations placed by the zoning code. There are three types of Variances that may be granted under these Regulations.

1. **Supervisory Variance** is for approval of work already completed and may be approved by the BZP director for minor variations (typically 10%) of a limited set of standards.
2. **Administrative Variance** is for approval of work already completed and must receive the approval of the Director before being ruled upon by Village Council for variations up to 20% for building and setback standards.



VILLAGE OF KEY BISCAIYNE

- 3. Regulatory Variances** is for approval of proposed or existing work, does not require approval of the Director but must be approved by the Village Council for variations from the building and setback standards by any percent request.

RECOMMENDATION

Based on the Findings and relevant background information, I recommend denial of the request since this application does not meet the requirements of the Village's variance procedures as stated under Section 30-63 of the Village Code.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING A VARIANCE REQUEST TO ALLOW A DRIVEWAY WIDTH OF 59 FEET FOR THE PROPERTY LOCATED AT 441 ISLAND DRIVE WHERE A MAXIMUM DRIVEWAY WIDTH OF 36 FEET IS OTHERWISE PERMITTED; PROVIDING FOR FINDINGS; PROVIDING FOR RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Steven J. Powel and Jennifer Camel Toueg (“Applicants”) are the owners of 441 Island Drive, Key Biscayne, Florida, as more fully described in the legal description attached hereto as Exhibit “A” (“Property”); and

WHEREAS, pursuant to Section 30-63 of the Village Code of Ordinances (“Village Code”), the Applicant has submitted a Planning and Zoning Application seeking a regulatory variance from the provisions of Section 30-100(f)(5)(d) to allow a driveway width of 59 feet for the Property where a maximum driveway width of 36 feet is otherwise permitted for single family and two-family homes with more than 75 feet of frontage (“Variance”); and

WHEREAS, after reviewing the Variance request, Village Staff finds that the variance would be inconsistent with the variance criteria requirements outlined under Section 30-63(a) of the Village Code and recommends denial with conditions of the Variance; and

WHEREAS, after proper public notice, the Village Council conducted a public hearing and considered all testimony and other evidence presented and otherwise made part of the record concerning the Variance.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Findings.** The Village Council finds that the Applicant has met the requirements in Section 30-63 of the Village Code. Specifically, the Village Council finds that the Variance will (a) result in conditions that will maintain and are consistent with the intent and purpose of the Village Code, and protect and maintain the general welfare, stability, and appearance of the community; and (b) will be compatible with the surrounding land uses and will not be detrimental to the community.

Section 3. **Approval of Variance.** The Village Council, based upon competent substantial evidence, hereby approves the Applicant’s request to vary the provisions of Section 30-100(f)(5)(d) of the Village Code to allow driveway width of 59 feet for the Property where a maximum driveway width of 36 feet is otherwise permitted for single family and two-family homes with more than 75 feet of frontage.

Section 4. **Recording.** This Resolution shall be recorded, prior to the issuance of a building permit, by the Applicant at its expense in the public records of Miami-Dade County, Florida. A copy of the proof of recordation shall be submitted to the Village Clerk prior to the issuance of any building permits.

Section 5. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

JOE I. RASCO, MAYOR

ATTEST:

JOCELYN B. KOCH
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

LOT 32, AND SOUTHWESTERLY 10 FEET LOT 31, BLOCK 1 OF CAPE FLORIDA SUBDIVISION SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 68, PAGE 81 IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Regulatory Variance No. RV-DRY23-00013

Address: 441 Island Drive

Request: Approval of a variance to allow 23 feet of additional driveway width for a total of 59 feet, where a maximum of 36 feet is required.



VILLAGE OF KEY BISCAYNE

Department of Building, Zoning, and Planning

88 West McIntyre Street, Suite 250, Key Biscayne, FL 33149

Phone (305) 365-5512

Fax (305) 365-5556

www.keybiscayne.fl.gov

RECEIVED
Village of Key Biscayne
Zoning Hearing Date

By: O. GARCIA 4/6/23
No. _____

PLANNING AND ZONING APPLICATION

Date Filed: April 6, 2023

File #: DRY23-00013
(Official Use Only)

1. REQUEST FOR:

- Supervisory Variance, Administrative Variance, Regulatory Variance, Appeal of an Administrative, Amendment to a Decision, Site Plan Approval, Amendment to Zoning Ordinance, Conditional Use, Master Plan, Zoning District Change, Other

Explain your request:

Request is for Village Council approval for a circular driveway to the entrance of the home along West Mashta Drive. Property fronts Island Dr., As improved Property has 32 ft of driveway frontage or 8% of lineal frontage. Request, would permit 56 ft or 14% of lineal frontage. Surrounding properties exhibit driveways of up to 42 ft or 36% of lineal frontage (see attached)

2. Street Address of Property: 441 Island Drive, Key Biscayne, FL 33149

Legal Description: Lot(s) 32 Block 1

Subdivision: Cape Florida Subdivision

3. Name of Applicant: Steve Powel & Jennifer Camel-Toeug

Mailing Address of Applicant: 441 Island Drive

Business Telephone: 646.491.0403 Home: Fax:

Email: stevep@pointnorthcap.com

4. Name of Property Owner if Different from Applicant: same

Address of Property Owner if Different from Applicant: same

Business Telephone: above Home: Fax:

Email: above

5. Contact Person: Name Steve Powel Address: 441 Island Drive, KB
 Telephone: 646.491.0403 Fax: _____ Email: stevep@pointnorthcap.com
6. Name/address of anyone else who should receive notice of the hearing?
none
7. If applicant is owner, indicate date purchased: June 25, 2020
8. If applicant is lessee, indicate date leased NAP Years NAP
9. Is there an option to purchase the property? Yes No
10. Is the request the result of a violation notice? No If yes, attach a copy of the violation.
11. Existing use of property SFR. If residential, how many apartments __? Hotel units __? If commercial, how many sq. ft. in your space _____?
 Single family home? Yes No
12. If this application pertains to an Appeal of an Administrative Decision, indicate the basis of the appeal. (If necessary, attach additional explanation.)
NAP
-
13. If this is a request for a variance, the Code requires that you substantiate why this request should be granted. In order to do this properly, please indicate how your request complies with the following standards:
- a. Maintains the basic intent and purpose of the zoning, subdivision and other land use regulations, which is to protect the general welfare of the public, particularly as it affects the stability and appearance of the community.
Home fronts three roads in the community and has no driveway to its front entrance. Application is for a driveway to be installed to permit access to the front of the home, along W. Mashta. No change in Land Use required.
Installation would improve the appearance of the property, and would not adversely impact the welfare of the community.
- b. Is compatible with the surrounding land uses and would not be detrimental to the community.
The existing use, and proposed improvements are compatible with the surrounding land use and would not be a detrimental to the community and/or surrounding properties.
-
14. If this is a request for any other type of application, please see staff for a listing of the evaluation criteria.
15. All supporting data and exhibits submitted with this application become a permanent part of the public records.

SUPERVISORY VARIANCES ONLY

The Supervisory procedure requires the nearest abutting property owner to approve your request and your certification that the work was not performed by you. Your signature on this application constitutes your certification that you did not perform the work. The next step is to request the nearest property owner to sign below or provide a letter approving your request. Their signature certifies that they have read this application and approves of the request.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for a Supervisory Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
------	----------------------	---------	-----------

ADMINISTRATIVE VARIANCES ONLY

The Administrative Variance procedures require all abutting property owners to approve your request. The attached map will assist you in identifying who must sign the below petition. It is suggested you meet with staff prior to circulating your petition.

ABUTTING PROPERTY OWNER AFFIDAVIT

I, the undersigned, have read or have had read to me the information applicable for a request for and Administrative Variance from the Zoning Regulations. I fully understand that by subscribing my name to the below consent form that I am waiving any objection to the proposed construction as outlined above and as shown on the plans accompanying this application. I further certify that I have subscribed my name freely and without any duress or apparent misrepresentation on the part of the applicant.

Date	Name (Type or Print)	Address	Signature
------	----------------------	---------	-----------

Date	Name (Type or Print)	Address	Signature
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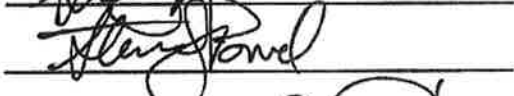

Date	Name (Type or Print)	Address	Signature
------	----------------------	---------	-----------

Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature
Date	Name (Type or Print)	Address	Signature

If you need additional signatures please use the above format.

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

(I) (We) certify that (I) (we) understand and will comply with the provisions and regulations of the Zoning Regulations. (I) (We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my) (our) knowledge. (I) (We) understand that the application and attachments become part of the official records of the Village and are not returnable.

Signature of Applicant:		Date	<u>4/6/23</u>
Signature of Owner:		Date	<u>4/6/23</u>
Application Received by:	<u>O. GARCIA</u> 	Date	<u>4/6/2023</u>
Approved by:	_____	Date	_____

Owner/Power of Attorney Affidavit

I, STEVEN J Powell, being duly sworn, depose and say that I am the owner of the described real property and that I am aware of the nature and effect the request for: Zoning Approval

relative to my property, which is hereby made by me OR I am here by authorizing _____ to be my legal representative before the Village Council.

I, Steven J Powell, hereby authorize the staff of the Village of Key Biscayne to enter my property for the purpose of inspecting the property and posting a NOTICE OF PUBLIC HEARING on my property and I take the responsibility of removing this notice after the date of hearing. I also authorize members of the Village Council to inspect my property. I understand these inspections are necessary to permit staff and members of the Village Council to perform their responsibilities as required by the Zoning Ordinance.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

[Signature]
Signature of President (Corp. Seal)

Sworn to (or affirmed) and subscribed before me this
13th day of April, by _____
Name of person making statement

[Signature]
Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

JESSICA P GARCIA
Notary Public - State of Florida
Commission # HH 368644
Bonded through National Notary Assn.

Personally Known _____ OR Produced Identification _____
Type of Identification Produced FL ID

Florida *the sunshine state*
DRIVER LICENSE CLASS E
P400-790-63-403-0
STEVEN JEFFREY POWEL
791 CRANDON BLVD APT 307
MIAMI, FL 33149-2201
DOB: 11-03-1963 SEX: M
ISS: 08-08-2013 EXP: 6-6-14
EXP: 11-03-2021
SAFE DRIVING
OPERATOR OF A LICENSE, SUBJECT, COMPLETELY TRANSPARENT TO BARS, VEHICLES NOT EQUIPPED BY BARS





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 4/7/2023

Property Information	
Folio:	24-5205-010-0320
Property Address:	441 ISLAND DR Key Biscayne, FL 33149-2415
Owner	STEVEN J POWEL JENNIFER CAMEL TOUEG
Mailing Address	441 ISLAND DR KEY BISCAYNE, FL 33149 USA
PA Primary Zone	2000 ESTATES - GENERAL
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	5 / 5 / 0
Floors	2
Living Units	1
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	7,105 Sq.Ft
Lot Size	20,502 Sq.Ft
Year Built	2003



Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$4,221,723	\$4,097,304	\$3,995,401
School Board			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$4,246,723	\$4,122,304	\$4,020,401
City			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$4,221,723	\$4,097,304	\$3,995,401
Regional			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$4,221,723	\$4,097,304	\$3,995,401

Assessment Information			
Year	2022	2021	2020
Land Value	\$3,618,603	\$2,839,527	\$2,526,872
Building Value	\$1,747,830	\$1,769,145	\$1,790,460
XF Value	\$29,260	\$29,616	\$29,972
Market Value	\$5,395,693	\$4,638,288	\$4,347,304
Assessed Value	\$4,271,723	\$4,147,304	\$4,045,401

Benefits Information				
Benefit	Type	2022	2021	2020
Save Our Homes Cap	Assessment Reduction	\$1,123,970		\$301,903
Portability	Assessment Reduction		\$490,984	
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).


Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
06/25/2020	\$5,350,000	31991-0377	Qual by exam of deed
05/01/2001	\$1,150,000	19809-3386	Sales which are qualified
03/01/1978	\$190,000	09989-1294	Sales which are qualified

Short Legal Description
5 55 42 PB 68-81 CAPE FLORIDA SUB SEC 1 LOT 32 & SWLY 10 FT LOT 31 BLK 1 LOT SIZE 119.200 X 172 OR 19809-3386 05/2001 1

Reference: Powel Residence Landscaping Design
Address: 441 Island Drive, Key Biscayne 33149
Dated: 3/21/23
Site Plan Prepared by: Exoticscape & Associates Landscape Architecture

Lot Area Measures:

Lot Size			
Area	20,502 sqft	(0.47 acre)	
Lineal Frontage	392' front feet		
			<u>Lineal Coverage %</u>
Existing Driveway	32' width		8.2%
Proposed Driveway	24' width		6.1%
Proposed Walkway	3' width		0.8%
Total	59' width		15.1%
Existing Code: (<i>Lessor of</i>)	36' width		32%

Respectfully submitted,

 Steve Powel, resident

Comparison of Driveway Coverages

(noticed Homes)

RECEIVED
5/23/23

Island Drive

Hse #	Street Frontage (ft)	Driveway (ft)	Lineal Ft of Coverage %
341	75	30	40% ←
390	80	25	31%
400	90	31	34% ←
401	75	25	33%
410	100	41	41% ←
411	75	28	37% ←
420	115	25	22%
431	155	33.5	22%
Average		29.8	33%

Powel Residence - 441 Island Drive

	Lot Frontage (ft)	Driveway (ft)	Lineal Ft of Coverage %
As Existing	392	32	8.2%
As Proposed		59	15.1%

Harbor Drive

780	100	21	21%
795	75	11	21%
800	100	32	15%
801	75	15	32%
815	75	24	20%
corner 819	189	22	32%
820	100	18	12%
840	120	26	18%
850	100	36	22%
corner 851	244	39	36% ←
860	100	13	16%
861	95	25	13%
871	95	30	26%
880	100	20	32%
890	95	32	20%
Average		24.3	22%

Exceeds current code ←

Existing Code	<i>(lessor of)</i>	36	32%
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Steve Powel

From: Ross Johnson <ross.johnson@rosaprima.com>
Sent: Thursday, April 6, 2023 8:16 PM
To: Steve Powel
Subject: Steve Powel Proposal of Work to be

To whom it may concern,

We do not have any issues with the work proposed by Steve Powel to enhance the front entrance of his house.

Sincerely,

Ross and Sabrina Johnson
840 Harbor Dr.
Key Biscayne, FL 33149

April 5, 2023


Village of Key Biscayne
Department of Building, Zoning, Planning and Public Works
88 West McIntyre Street, Suite 250
Key Biscayne, FL 33149

RE: Zoning Variance - 441 Island Drive, Key Biscayne, FL 33149

To whom it may concern:

My understanding is that 441 Island Drive (Powel) will require a Zoning Variance, to add a driveway at the front of their home, as the request will exceed that maximum allowable driveway frontage according to the current building code.

I have reviewed the driveway design prepared by Exotiscap & Associates, noted as Sheet Number LA.02, dated 3/14/23, and have no objection to their proposed driveway and landscaping improvements.



Michalis Stavrinides
431 Island Drive
Key Biscayne, FL 33149



400ft = 1.5 Inches (12.5)

300ft = 1 1/8 Inches (9.5)

Notice:

Harbor Lots - 780, 795, 800, 801, 815, 819, 820, 830, 425, 840, 850, 860, 870, 880
 871, 861, 851 = 17

Island Lots - 431, 420, 421, 411, 410, 401, 400, 390, 341 = 9

MASKTA Lots - 298, 290, 299 = 3

MYRTLEWOOD Lots - 819, 745, 750, 760, 770 = 5

34 Lots to be noticed

April 5, 2023

Village of Key Biscayne
Department of Building, Zoning, Planning and Public works
88 West McIntyre Street, Suite 250
Key Biscayne, FL 33149

RE: Powel Residence - 441 Island Drive, Key Biscayne, FL 33149

To whom it may concern:

In conjunction with our application for a Zoning Variance, the undersigned has prepared the mailing list, legal descriptions, map of those residences within 300 ft radius of our property on Island Drive.

Certified:



Steven J. Powel
441 Island Drive
Key Biscayne, FL 33149

4/6/23

Date



LEGAL DESCRIPTION:

LOT 22, AND SOUTHWESTERLY 10 FEET LOT 31, BLOCK 1 OF CAPE FLORIDA SUBDIVISION SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGE 81 IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CERTIFIED TO:

STEVEN J. POVEL AND JENNIFER CAMEL-TOUSS
ASSURED TITLE AGENCY LLC
BANK OF AMERICA, N.A. ITS SUCCESSORS AND/OR ASSIGNS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE:

MAP NO. 12062241L
ZONE: AE
ELEV: 10 FT
EFP: 09/12/2009

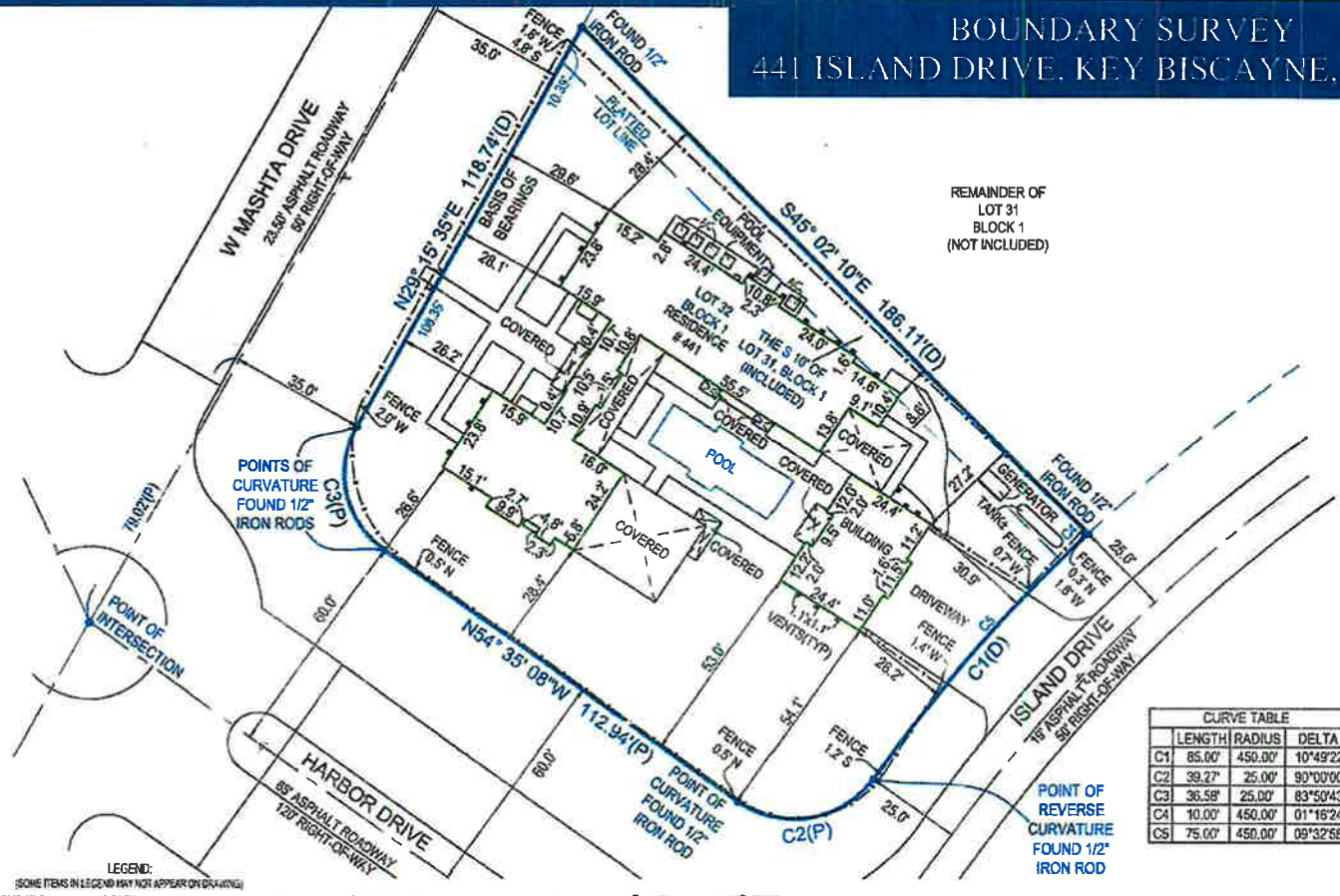
GENERAL NOTES:

- THIS SURVEY IS BASED UPON RECORD INFORMATION BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- IF THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF A MORTGAGE TRANSACTION, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO FUTURE CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT FIRST OBTAINING APPROVAL AND/OR UPDATES FROM NEXGEN SURVEYING, LLC. NEXGEN SURVEYING, LLC ASSUMES NO RESPONSIBILITY FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
- ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
- GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (NAD 83) OR NORTH AMERICAN VERTICAL DATUM (NAD 83).
- ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- CORNERS SHOWN AS "SET ARE 5/8" IRON RODS IDENTIFIED WITH A PLASTIC CAP MARKED LS (LICENSED SURVEYOR)

LEGEND:
(SOME ITEMS IN LEGEND MAY NOT APPEAR ON DRAWING)

- A/C - AIR CONDITIONER
- W/M - WATER METER
- AL - ARC LENGTH
- (C) - CALCULATED
- (M) - MEASURED
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.B. - PLAT BOOK
- PG - PAGE
- LE - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- P.U.E. - PUBLIC UTILITY EASEMENT
- L.A.E. - LIMITED ACCESS EASEMENT
- L.M.E. - LAKE MAINTENANCE EASEMENT
- O.H.E. - OVERHEAD EASEMENT
- R - RADIUS
- O.R.B. - OFFICIAL RECORDS BOOK
- SQ.FT. - SQUARE FEET
- AC - ACRES
- DB - DEED BOOK (P) - DEED
- (P) - PLAT
- EDW - EDGE OF WATER
- TOB - TOP OF BANK
- CHL - OVERHEAD LINE
- CD - CLEAN OUT
- ELEV - ELEVATION
- FF - FINISHED FLOOR
- LS - LICENSED SURVEYOR
- LB - LICENSED BUSINESS
- PSL - PROFESSIONAL SURVEYOR & MAPPER
- JK - JACK POLE
- # - NUMBER
- ASPHLT - ASPHALT
- CONCRTE - CONCRETE
- PV - PAVEMENT
- WOOD - WOOD
- WELL - WELL
- WATER VALVE - WATER VALVE
- CENTER LINE - CENTER LINE
- CHY - CENTER LINE
- POLE - POLE
- W/VALE - W/VALE
- TOPOG - TOPOGRAPHIC ELEVATION
- FENCE - FENCE
- PL US OR MANUS - PL US OR MANUS
- POLE - POLE
- W/VALE - W/VALE
- TOPOG - TOPOGRAPHIC ELEVATION

BOUNDARY SURVEY
441 ISLAND DRIVE, KEY BISCAYNE, FL. 33149



REMAINDER OF LOT 31 BLOCK 1 (NOT INCLUDED)

CURVE	CURVE TABLE			CHORD LENGTH	CHORD BEARING
	LENGTH	RADIUS	DELTA		
C1	85.00'	450.00'	10°49'22"	84.88'	S40°49'33"W
C2	39.27'	25.00'	90°00'00"	35.36'	N60°24'52"E
C3	36.58'	25.00'	83°50'43"	33.41'	N12°39'47"W
C4	10.00'	450.00'	01°16'24"	10.00'	S45°36'02"W
C5	75.00'	450.00'	09°32'58"	74.91'	S40°11'21"W

- SURVEY NOTES:
- DRAINWAY CROSSES THE BOUNDARY LINE ON EASTERLY SIDE OF LOT AS SHOWN.
- CONCRETE WALK CROSSES THE BOUNDARY LINE ON WESTERLY SIDE OF LOT AS SHOWN.
- FENCES LIE NEAR BOUNDARY LINES AS SHOWN, OWNERSHIP NOT DETERMINED.
- FENCES CROSS THE BOUNDARY LINES ON NORTHERLY, SOUTHERLY, EASTERLY AND WESTERLY SIDES OF LOT AS SHOWN

FIELD DATE: 06/09/2020
DRAWN BY: A.C.V.
ORDER NO: 1000091431
REVISIONS:

5601 CORPORATE WAY, SUITE 103
WEST PALM BEACH, FL 33407
NexgenSurveying.com LB#8111
PHONE: 561.508.6272
FAX: 561.508.6309



I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
GLYDE O. MCNEAL
PSM 2883
ON 06/09/20

AFFIDAVIT


The State of Florida)
) S.S.
County of Dade)

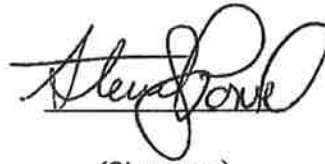
I, Steve Powel, of Key Biscayne, in Dade County, Florida, being duly sworn state under oath that:

1. That we have not made any improvements to the exterior building structures or land improvements since the date of our last property boundary survey prepared by NEXGEN Surveying, LLC., dated 06/09/20, Order No: 1000091431.

STATE OF FLORIDA
COUNTY (OR CITY) OF DADE

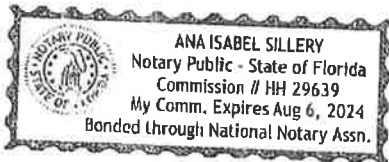
SUBSCRIBED TO AND SWORN BEFORE
ME, by means of physical presence or ___
online notarization, this 04/06/2023.

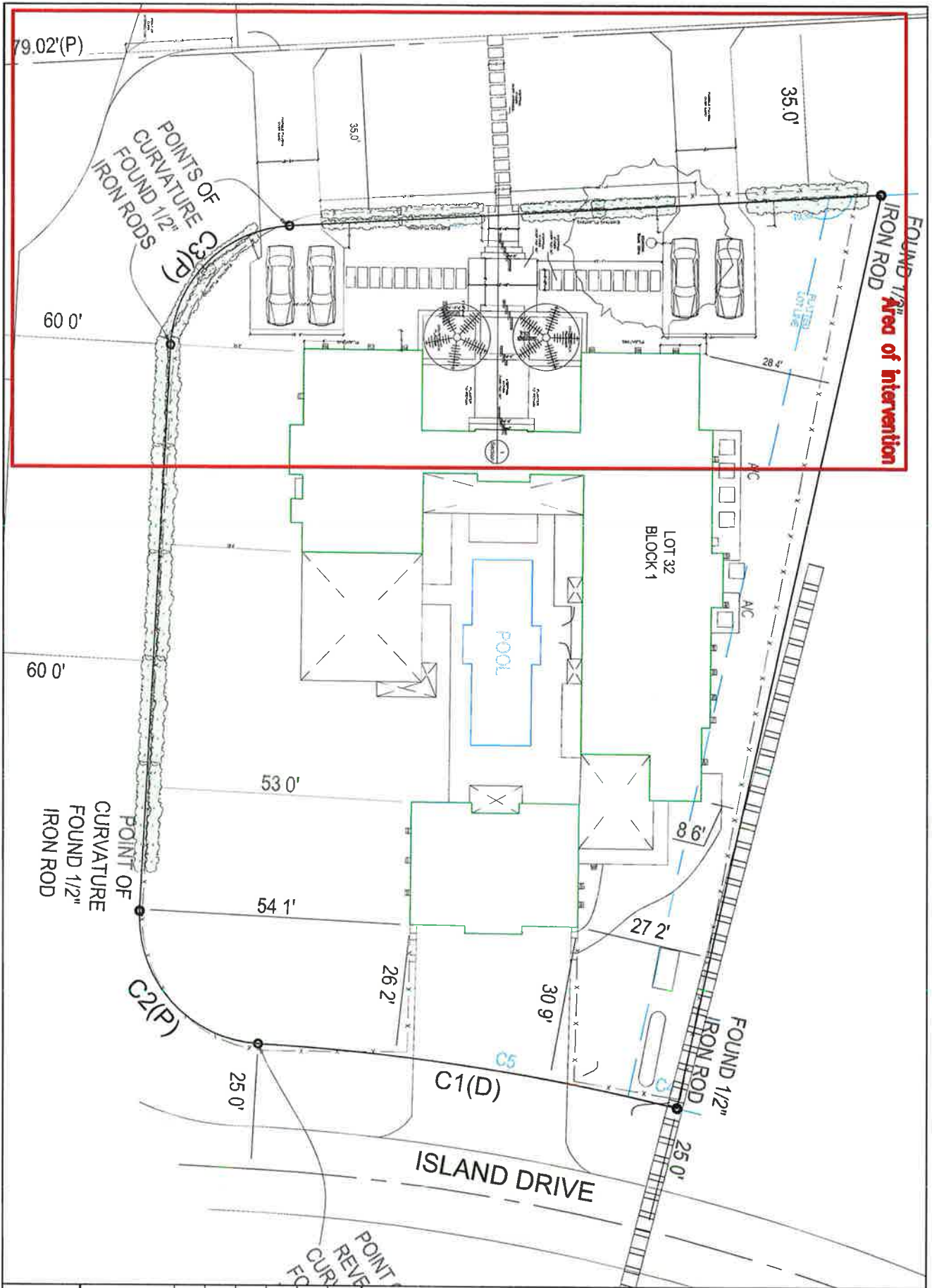
Signature  (Seal)
NOTARY PUBLIC
My Commission expires: _____



(Signature)

Steve Powel





<p>LA.02</p>		<p>7/THERESA WYMER L.A6667363</p>		<p>SCALE 1/8" = 1' - 0"</p>		<p>SEAL</p>		<p>DESIGN MERCEDES PORCARI</p>		<p>PROJECT POWEL RESIDENCE</p>		<p>ISSUE DATE 03/21/2023</p>		<p>REVISION DATE</p>		<p>DATE</p>		<p>PROJECT POWEL RESIDENCE</p>		<p>PROJECT POWEL RESIDENCE</p>	
<p>LA.02</p>		<p>7/THERESA WYMER L.A6667363</p>		<p>SCALE 1/8" = 1' - 0"</p>		<p>SEAL</p>		<p>DESIGN MERCEDES PORCARI</p>		<p>PROJECT POWEL RESIDENCE</p>		<p>ISSUE DATE 03/21/2023</p>		<p>REVISION DATE</p>		<p>DATE</p>		<p>PROJECT POWEL RESIDENCE</p>		<p>PROJECT POWEL RESIDENCE</p>	

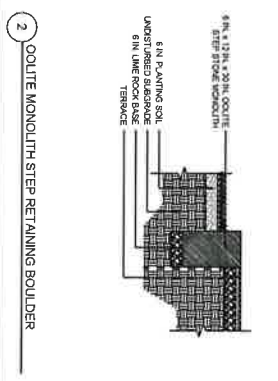
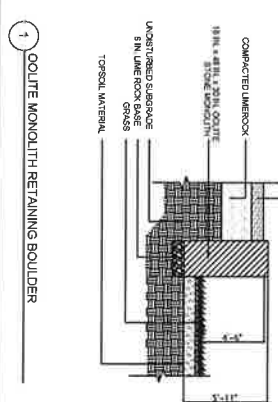
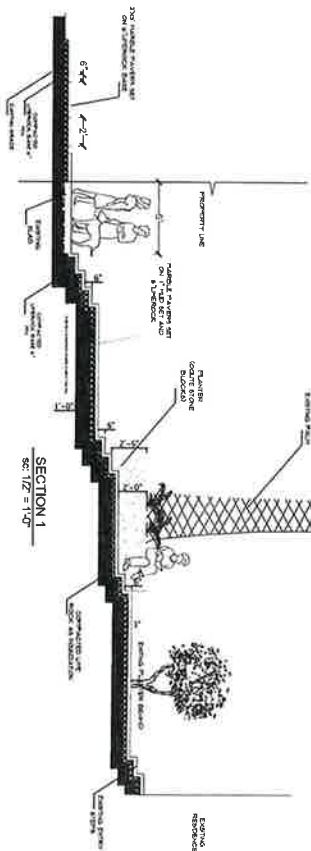
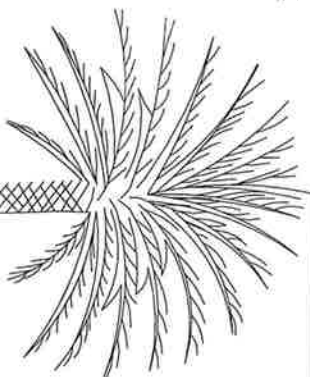
**POWEL RESIDENCE
LANDSCAPE DESIGN**
441 Island dr, Key Biscayne FL 33149

**EXOTICSCAPE & ASSOCIATES
LANDSCAPE ARCHITECTURE**
181 Harbor Dr, Key Biscayne, FL 33149
(305)765-8258
LA Theresa Wymer L.A6667363
Mercedes B Porcar



SCOPE OF PROPOSED WORK

- 1- Demolition of existing superficial concrete planter
 - 2- Installation of Morita pavers over limerock or sand (interior and right of way) (New driveway)
 - 3- Installation of Oolite blocks to form steps on planters
- *Location, layout and dimensions per plan and section 1



**EXOTICSCAPE & ASSOCIATES
LANDSCAPE ARCHITECTURE**

181 Harbor Dr. Key Biscayne, FL 33149
(305)785-8256
LA Theresa Wymer L.A.6667361
Mercedes B.Porcari

**POWEL RESIDENCE
LANDSCAPE DESIGN**
441 Island dr, Key Biscayne FL 33149

SHEET TITLE	Handscape Plan (scope of work area)
ISSUE DATE	03/21/2023
REVISION	DATE
DESIGN	MERCEDES PORCARI
DRAWN	NAME
SCALE	1/8" = 1'-0"
SEALED	DATE
DESIGNER	LA.01
DRAWN	LA.01
SCALE	1/8" = 1'-0"
SEALED	DATE





VILLAGE OF KEY BISCAIYNE

MEMORANDUM

Village Council

Joe I. Rasco, Mayor

Franklin H. Caplan, Vice Mayor

Edward London

Allison McCormick

Brett G. Moss

Oscar Sardiñas

Fernando A. Vazquez

DATE: June 06, 2023
TO: Honorable Mayor and Councilmembers
FROM: Steven C. Williamson, Village Manager
RE: Manager's Report

Village Manager

Steven C. Williamson

Section 1: Safe and Secure Village

No updates to report

Section 2: Thriving and Vibrant Local Community and Marketplace

No updates to report

Section 3: Engaging and Active Public Spaces and Programs

a) Athletic Program and Fields recommendation (Parks, Recreation and Open Spaces Director Todd Hofferberth)

Reference Exhibit 3.a

b) Beach Park Improvements update (CIP & Grants Manager Colleen Blank)

Reference Exhibit 3.b

Section 4: Accessible, Connected, and Mobile Village-Wide Transportation

a) Rickenbacker Causeway update (Building, Zoning and Planning Director Jeremy Calleros Gauger)

Rickenbacker updates: some available from:

<https://www.miamidade.gov/global/transportation/public-works/rickenbacker-causeway.page>

Dates:

Ongoing: **Causeway Masterplan:** County consultant has kicked-off process, stakeholder meeting with Village and City coming soon, (shared completed VKB study). Village staff will participate in a review board or committee.

Ongoing: **Short term improvements:** Entry to Beach on the southbound side of the causeway is being moved away from bridge to improve vehicular and bicycling safety. Construction is wrapping up, no traffic impact.



VILLAGE OF KEY BISCAIYNE

Ongoing: **Miami-Dade Back Bay Flood Risk Management Feasibility Study:** A preliminary suggestion from the Army Corps of Engineers includes the southwest shoreline of Virginia Key, William Powell Bridge, Hobie Island, and West Bridge as part of the barrier to protect the County's shorelines and critical infrastructure. We are working closely with the County's Office of Resilience on Back Bay Study to ensure integration with both the Causeway Masterplan and the Village's own Flood Risk Management Study.

5/30 - **Hobie North island shore stabilization** and park improvements, construction kicking-off, minimal to no impact on traffic. (See recent press release). This is a significant step in protecting Village access from storm threats. The area has been closed since being damaged by Hurricane Irma. This project includes park improvements, but also will protect the shoreline and thus the causeway itself. Bridge approaches and roads on land were the main points of failure for causeways on the west coast of Florida caused by Hurricane Ian. This work by Miami-Dade County will address this threat for this section.

6/23 - **Bear Cut Bridge Replacement:** Village staff will attend the June 8th meeting to preliminarily recommend the design team to conduct Project Development and Environmental Study which is expected to take (Feasibility study and options). Selection of the team may take up to 6 months. Next steps, (each of which will require funding, procurement, and team selection steps):

1. PD&E Study which will include a recommendation.
2. Design Phase
3. Construction Phase

7/23-8/23 - **Bear Cut Bridge Maintenance:** Ongoing maintenance work required on 10 year cycle to maintain operability of existing bridge. The procurement period was extended to answer contractor questions; expected contractor mobilization to occur end of July or early August, minimal nighttime lane narrowing/ closures expected.

10/23 - **Toll Plaza Reconfiguration-** Expect consultant on board to begin design.

2/24 - **FDOT I-95 Flyover rehabilitation:** Major repairs to flyovers serving I-95 N and US-1 S. This has the potential to create a significant negative impact on traffic, though details TBD. Still monitoring and will collaborate with Miami-Dade County, City of Miami, and other stakeholders to work with FDOT to minimize potential impact.

6/24 - **FDOT Rickenbacker Access:** SR 913/SW-SE 26 Rd from SW 1 Ave to Rickenbacker Cswy- Milling and resurfacing of roadway along with bicycle and pedestrian improvements which will improve access to the Underline.

Section 5: Resilient & Sustainable Environment and Infrastructure

a) *Tidal Flood Barrier Ordinance (Chief Resilience and Sustainability Officer Roland Samimy)*

Over the past months, Village staff have been working on the development of a seawall



VILLAGE OF KEY BISCAIYNE

ordinance for the Village.

Important points to remember include the following:

1. Development of a Tidal Flood Barrier Ordinance relates to the need to enhance shoreline protection across the entirety of the island as sea level rises and exacerbates the threat of sunny day flooding.
2. The tidal flood barrier ordinance intends to provide guidance to waterfront homeowners for protection of an individual's property, a neighbor's property and the public right-of-way.
3. The ordinance will not mandate that a seawall be built along shoreline that is currently natural or does not have an existing structure.
4. Currently, the tidal flood barrier ordinance is still in its development phase where staff are actively seeking input from waterfront residents.
5. Three information gathering meetings have been held to date with a fourth scheduled for June 13, 2023, at the KBY; additional meetings will be scheduled in the upcoming months.
6. Comments obtained to date are already being considered and incorporated by Village staff as well as the Village's ocean engineering consultant to evaluate the applicability of different triggers for modifications to seawalls or other tidal flood barrier approaches on an individual's private property.
7. As comments converge towards common points, it will adjust the ordinance draft which will be brought before Council for consideration, input and further direction.
8. The Village of Key Biscayne Building and Zoning Department is actively receiving inquiries from waterfront property owners seeking input and guidance regarding the renovation of existing seawalls or the construction of new seawalls and recommended heights for factoring sea level rise into designs.
9. As the Village moves forward with the upgrade of the stormwater system and associated outfalls, there is a need to resize and rebuild the stormwater outfalls as well as the associated seawalls in the area where the outfalls discharge.

Section 6: Effective and Efficient Government Services

a) Federally funded grant opportunities for the Village of Key Biscayne (CIP & Grants Manager Colleen Blank)

Reference presentation and exhibits 6.a

b) An overview of the Village's Budget to Actuals (Chief Financial Officer Benjamin Nussbaum)

Reference exhibit 6.b

c) CIP project update (CIP & Grants Manager Colleen Blank)

REPLACE COMMUNITY CENTER POOL DECK

Phase: Completed



VILLAGE OF KEY BISCAIYNE

Details: Demolition of the existing pool and pool deck began on 1/10/2023. Village Building and Zoning Department completed final inspection. Department of Health completed final inspection. Filters arrived 4/27/23 and were installed in May 2023. Project completed and the pool reopened May 2023.

Cost: \$351,048

Funding: ARPA

REMEDIATE AND CONSTRUCT PARDISE PARK

Phase: Completed

Progress: Ribbon cutting celebration took place on April 26th, 2023. Outstanding item is installing the Frigatebird Bedia Plaza.

The FDEP completed its review of the Villages application for tax credits under the Brownfield program (Section 376.30781, Florida Statutes (F.S.) and determined the Village is eligible to receive \$94,955.15 in tax credits for the site rehabilitation that took place on the property before it could become a public park. The Village anticipates receiving an additional \$42,729.82 once it applies for and is approved for a “bonus tax credit”.

Funding: \$200,000 Florida Recreational Development Assistance Program (FRDAP) grant. Village General Fund dollars in the amount of \$1,737,634 allocated in FY22 and FY23. The Brownfield/Green Reuse Area designation will allow the Village to recoup most of the remediation costs incurred during site preparation. The remaining costs of the project are funded through the Village’s General Fund.

IMPROVE BEACH PARK

Phase: Design

Peacock Architects, under the direction of Village Staff, are completing the design and construction documents for the park. The CCCL permit application and DERM application were submitted in March and April of 2023. The design team completed 100% design which included an updated cost estimate. Council to provide guidance on phased implementation for the park at June 6 regular meeting.

Design Cost Estimate: \$166,000

Funding: General Fund and ARPA

IMPROVE CRANDON BOULEVARD

Paint Green Bike Lanes, Roadways & Crosswalk Markings

Phase: Construction

Progress: Project kick-off took place the week of March 6th. Contractor installing line markings and green bike lanes along Crandon Blvd. Project involves repainting all white and yellow markings in the Village as well. Project will be completed after Harbor Drive and Crandon intersection improvements are completed (estimated to be completed in July 2023)



VILLAGE OF KEY BISCAINE

because the Harbor and Crandon intersection project involves milling and resurfacing a portion of Crandon.

Cost: \$185,000.

Funding: Florida Department of Transportation Grant to install green bike lanes in the amount of \$100,000. Village funds using ARPA dollars will cover all costs greater than \$100,000.

Improve Harbor Drive and Crandon Boulevard Intersection

Phase: Construction

Progress Report: Key Colony turn left turn lane from Crandon Blvd completed. Currently working on the extension of the southbound right turn lane on Crandon at the Harbor Drive intersection.

Cost Estimate: \$484,193

Funding: Miami-Dade County Road Impact Fee (\$459,000). Village ARPA dollars cover costs in excess of \$459,000.

RESILIENT INFRASTRUCTURE INTEGRATION AND IMPLEMENTATION PROGRAM

Phase: Planning

Progress: Strategy document finalized in February 2023. Communications and funding strategy completed May 2023.

The integration and implementation plan (IIP) scope of work will go before Council on July 18 as the next work order. If approved, the infrastructure integration and implementation plan development will begin immediately.

Cost (Strategy Document and IIP): \$1,480,000

Funding: Clean Water State Revolving Fund (CWSRF) (\$870,000). Village has been awarded grant dollars through Resilient Florida to supplement funding via the Vulnerability Assessment Update scope of work (\$330,000). Village has committed \$1,049,000 in funding to this effort to date (\$250,000 ARPA; \$799,000 General Fund)

PERFORM IMMEDIATE FLOOD CONTROL AND MITIGATION Areas 1,2,4

Description: Project reconstructs 100 catch basins and 1.5 miles of roadways across five critical areas of the Village. The catch basins will be redesigned to prevent landscape debris from clogging our stormwater system and roadways will be regraded to direct runoff to catch basins. Both treatments will reduce flooding during minor and moderate rain events in high-need areas. Areas were identified using historical flood data collected after storm events, LiDAR topographic data, and a Pavement Conditions Index (PCI). Five areas across the Village will be improved through this project.

Phase: Procurement

Progress: Staff made recommendation for Council approval of contract with selected bidder at May 2023 meeting. Council approved capital authorizing ordinance first reading at May 9,



VILLAGE OF KEY BISCAIYNE

2023 regular meeting and is scheduled to have the second reading on June 6 at the regular meeting. If approved, the contractor would begin work early July 2023.

Cost Estimate: \$1,014,229.50

Funding: Village General Fund via Capital Fund (\$570,091). CIP Project "Repave Roadways Village-wide" (\$471,000). The Village is pursuing State appropriations funding in the amount of \$450,000.

DESIGN K8 STORMWATER SYSTEM UPGRADE

Description: The K8 School Basin rests in the center of the Village adjacent to the Civic Center and Village Green. This area consistently floods during moderate and severe rain events as well as high tides. Because of the acute flooding problem here, the redesign of the stormwater system and undergrounding of utilities improvements is a top priority. This zone is a part of the overall resilient infrastructure plan. Includes both green and gray infrastructure solutions.

Phase: Design

Progress: The 30% design of the stormwater system upgrades for the K8 Basin have been completed by the Village's stormwater engineer, AECOM. The Village intends to apply for a Clean Water State Revolving Fund (CWSRF) Design Loan for the 30-100% design of the K8 improvements which is due at the end of June. The Village-wide stormwater system model update is scheduled to be completed in September 2023.

The design of the pump station at Harbor Park is underway. Additionally, the Village is developing the easement acquisition strategy which involves identifying ideal easement locations and landowners willing to enter into an easement agreement with the Village.

Cost Estimates: 30% Design (BODR): \$279,610

Drainage Assessment: \$359,769

30-100% Design: TBD

Funding: Resilient Florida Grant for 30-100% design (\$885,000). CIP via General Fund (\$790,000). CPI via Stormwater Fund (\$125,000). CWSRF planning loan (\$359,769).

RETROFIT COMMUNITY CENTER LIGHTING

Description: Convert lighting in Community Center to LED.

Phase: Construction

Progress: Pre-construction meeting conducted on May 11, 2023. The contractor, Floridesco, started early, beginning installation the week of May 22, 2023, to address some spaces that will be occupied during summer camp. Floridesco is prioritizing the game room and gymnasium with the goal of having those spaces completed before school ends on June 8th. Entire LED lighting retrofit to be completed by end of July 2023.

Cost: \$112,059.55

Funding: ARPA



VILLAGE OF KEY BISCAYNE

Reference Summary Table in Exhibit 6.c Project Page Link: [Key Biscayne, FL | Capital Improvement Projects | ClearGov](#)



Athletics Program Recommendations

Problem: The Village has a demand for athletics programs that has outpaced field space, time available and our ability to manage

Background: The Village has been facing increasing demand for our sports venues which led to a Community Meeting on February 1. From that meeting, we were able to hear residents' concerns and formulate recommendations to alleviate constraints:

- **Athletic Program Management:** Contract an Athletics Program Management Firm *or* hire an Athletics Program Manager staff employee
- **Individual Sports Management:** Assess each sport -- contracted and staff run -- to create parity in opportunity, space, time and implementation. In particular, review and evaluate each contract to ensure proper oversight
- **Existing Field Space:** Determine how to improve and optimize our existing field assets
 - Hire athletic field maintenance and repair contractor to better maintain existing fields - DONE
 - Evaluate the use of Harbor Park and Beach Park for time and age appropriate usage
 - Continue to monitor field usage by sport, time, gender, off-island/on-island...
- **New Field Space:** Find new locations to expand athletic field space
 - Form a Field Search Committee to assist in seeking and evaluating potential new field space
 - Divide search into *in Village* and *outside of Village*
- **Maintenance, Repair & Renovation/Acquisition Funding:** With our athletic fields rapidly deteriorating, analyze costs associated with maintaining our athletics fields and formulate methods to help fund their upkeep and replacement, if needed.

Outcome: Better meet demand for athletics program though improved management, sports parity, enhanced contract oversight, improving & expanding field space, and better maintaining our assets

Improve Beach Park

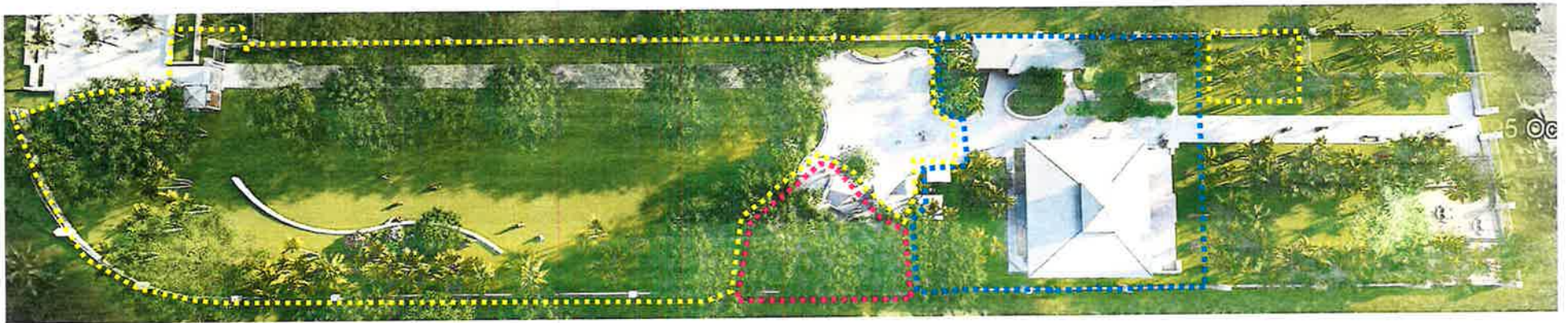


June 6, 2023
Regular Council Meeting



Option 1

Phase	Scope	Cost (15% contingency)	Remaining Budget	Shortfall/ Surplus
Phase 1	Renovate pavilion Update showers Improve courtyards around pavilion Redo restrooms			
	Add ADA ramp and remove boardwalk	\$918,247	\$919,000	+ \$753
Phase 2	Update entryway Add outdoor fitness equipment Replace splashpad Regrade green space & replace knee wall with retaining wall			
	Install entrance pathway bollard lights	\$570,596		\$(570,596)
Phase 3	Install new playground	\$433,696		\$(433,696)
Total		\$ 1,922,539		\$(1,003,539)



Cost estimates reflect current year costs, no inflation rate is factored in

Implementation Timeline

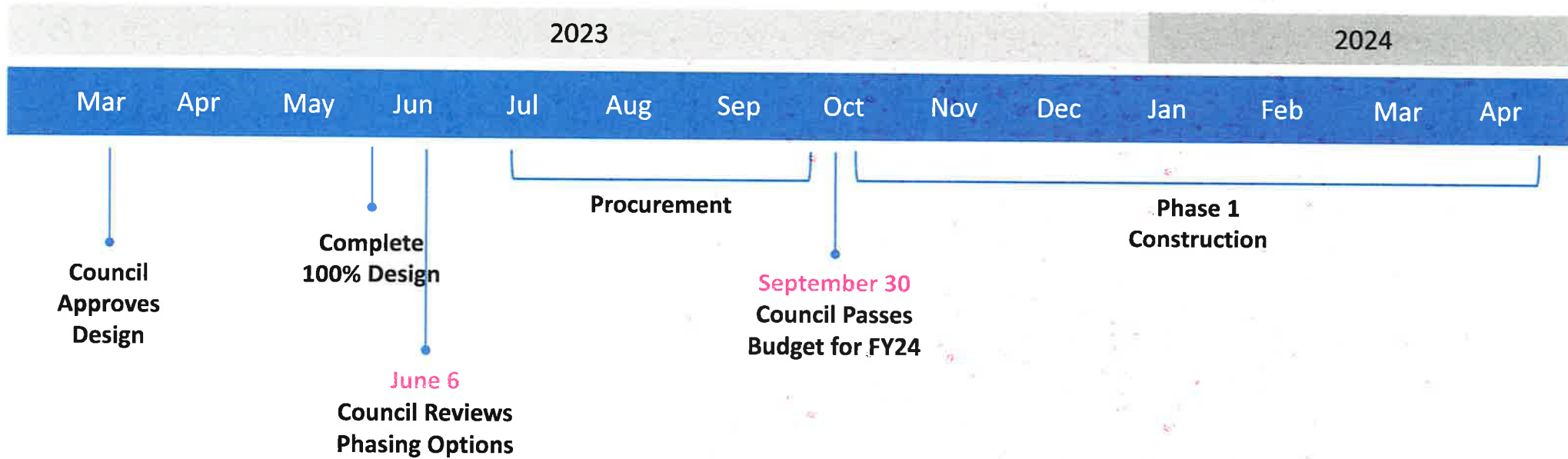
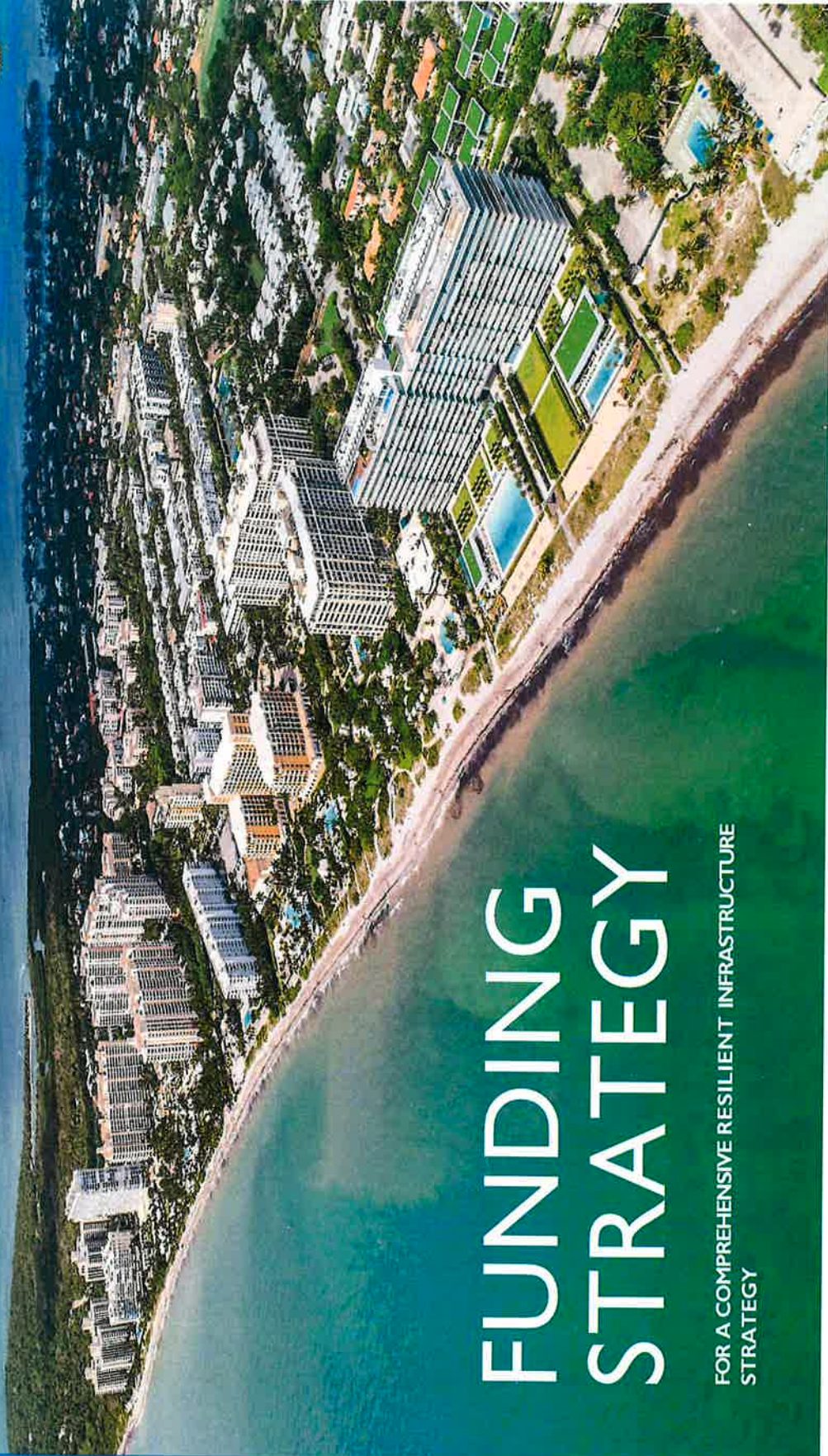




EXHIBIT 6.A

June 6, 2023

ELEVATING
OUR ISLAND
PARADISE



FUNDING STRATEGY

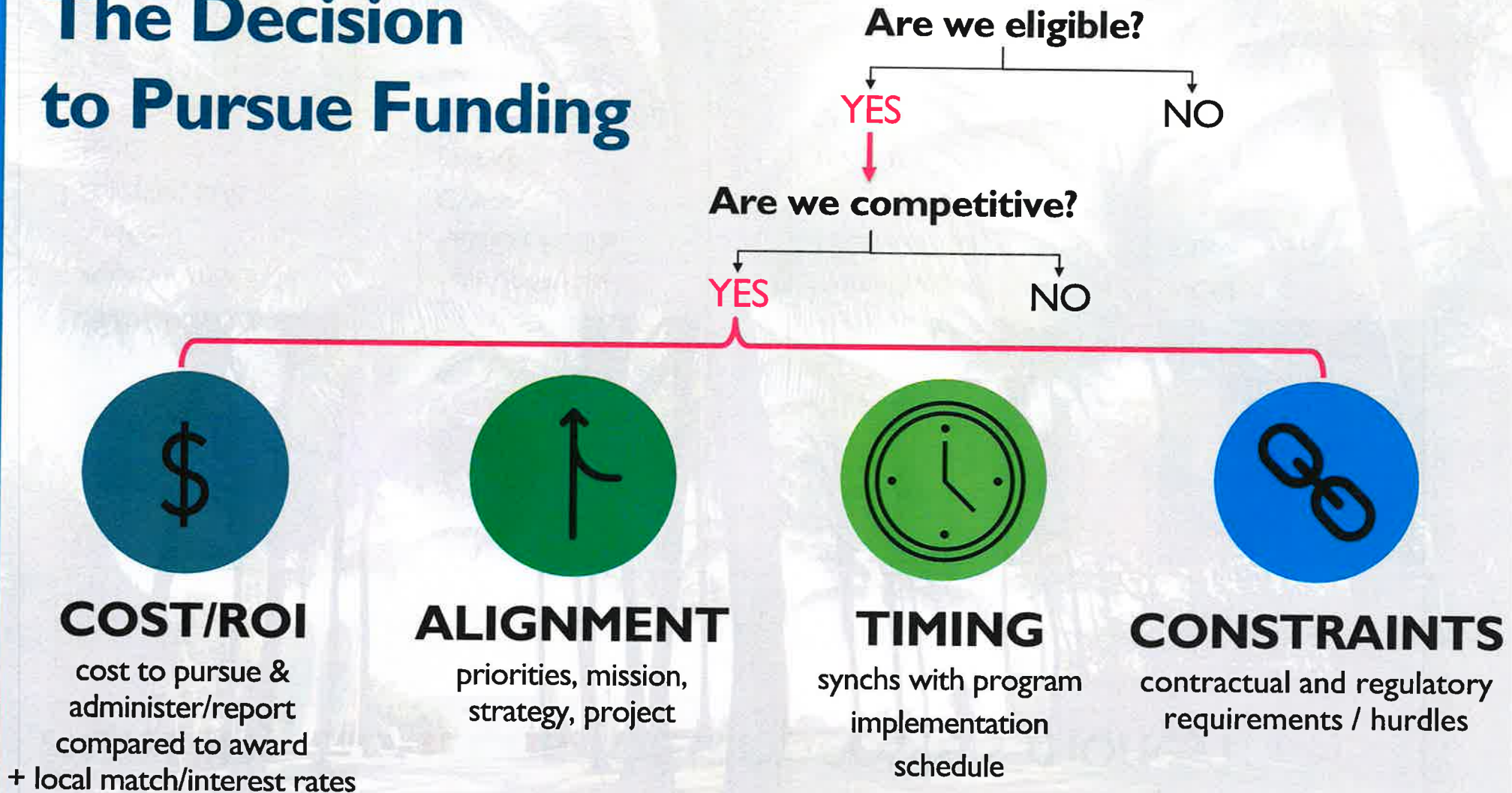
FOR A COMPREHENSIVE RESILIENT INFRASTRUCTURE
STRATEGY

Principles of Pursuing Funding

- Stay true to the **strategic plan and program mission**
- Must fit your **project purpose and timing**
- Prioritize strong **return-on-investment** - the effort is worth the reward
- Be aware of all **strings attached** (procurement, regulations, reporting, etc.)
- Provides a short-term solution **without a guaranteed consistent funding stream**

Don't let the tail wag the dog

The Decision to Pursue Funding



Funding Sources (other people's money)

Federal

Appropriations
HMGP
Bills (IIJA, IRA)
BRIC
USACE FRM
WIFIA

State

Appropriations
Resilient Florida
CWSRF
BMFAP
\$ flows from fed to
state programs

Local

Miami-Dade
TPO (via FDOT)
RIF
WASD
CITT

Foundation/ Other

NCRF
FBA

Funding Sources (other people's money)

Federal

Appropriations
HMGP
Bills (IIJA, IRA)
BRIC
USACE FRM
WIFIA

State

Appropriations
Resilient Florida
CWSRF
BFAP
\$ flows from fed to
state programs

Local

Miami-Dade
TPO (via FDOT)
RIF
WASD
CITT

Foundation/ Other

NCRF
FBA

Federal Funding Close Up - IIJA

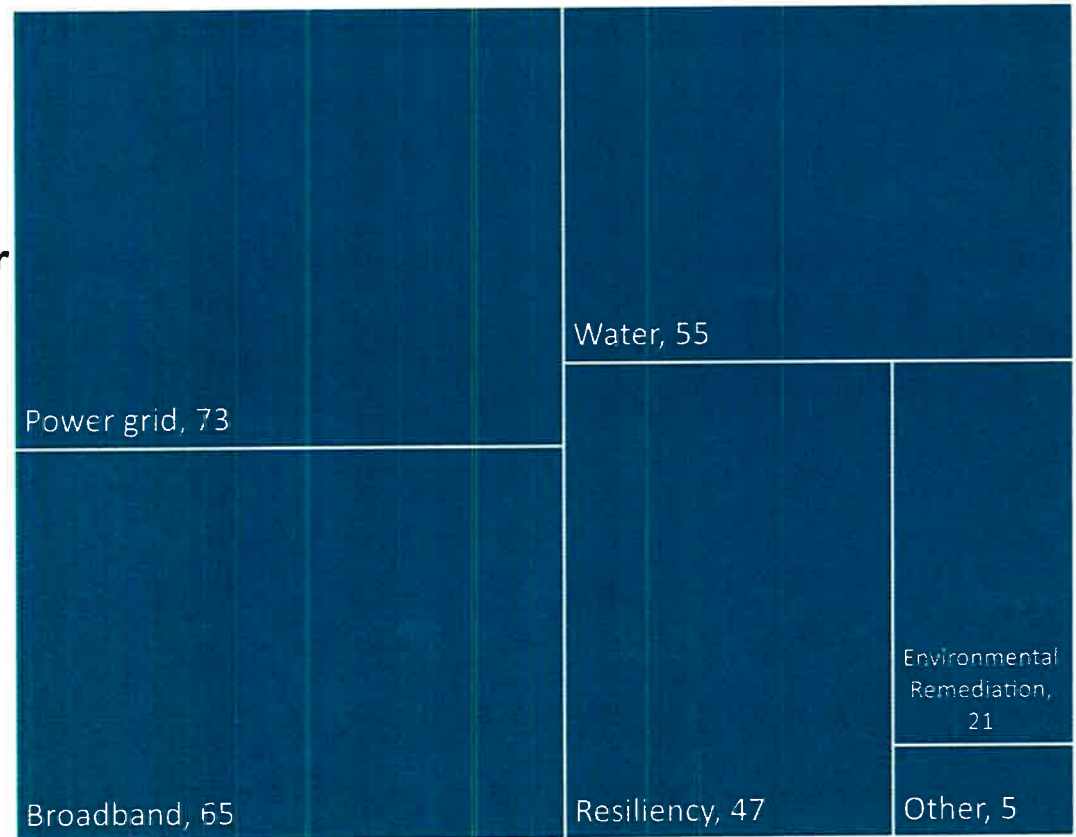
\$1.2 trillion in transportation and infrastructure spending (new and existing programs)

- **~\$550 billion** for new infrastructure.
 ~\$266 billion for “core” infrastructure

Village analyzing eligibility and suitability for Water and Resilience programs

- Water: CWSRF (EPA), NCRF (NFWF)
- Resilience: USACE, STORM, PROTECT, BRIC

IIJA CORE INFRASTRUCTURE SPENDING (BILLIONS)



Federal Funding Close Up - IRA

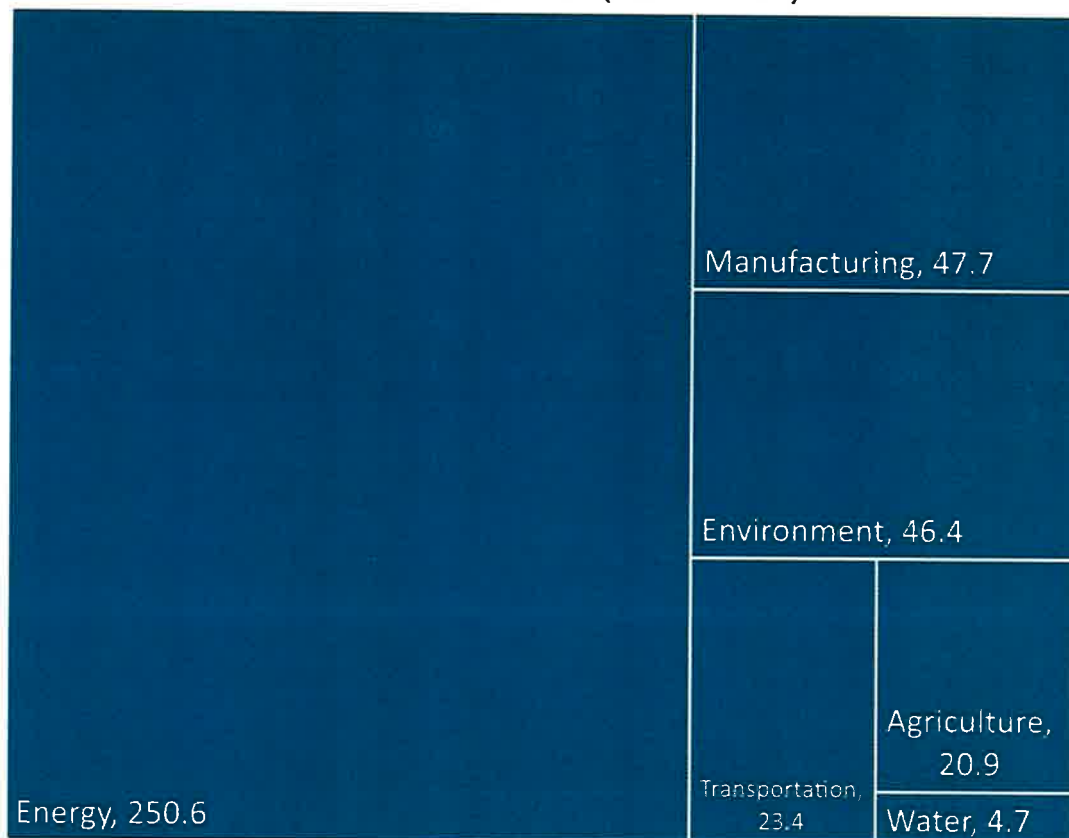
\$393.7 billion for clean energy.

↳ **\$216 billion** in tax credits for corporations

Village analyzing eligibility and suitability for Water programs

- Water: coastal resilience and conservation, restoration, and protection
- \$2.6 billion for NOAA
- Reopen stream and river passage for fish,
- Restore marsh habitats that buffer storm surge and flooding
- Protect corals from climate stress to serve as natural wave breaks.
- **VKB project alignment - Offshore submerged barrier/hybrid reef**

IRA INVESTMENT BY SECTOR (BILLIONS)



Federal Funding Opportunities																			
VKB Status	Program Details			Agency		Funding					Deadline		Other Criteria						
	Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (\$thousands)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types
Not Eligible	Existing - Increase	Bluebonnet Revolving Loan Fund (RLFF)	To provide seed money to capitalize a revolving loan fund program including loans and subgrants to clean up and remediate sites across a region or community. Revolving loan funds are used to provide no interest or low interest loans for eligible brownfield cleanups, subgrants for cleanups, and other eligible programmatic costs necessary to manage the loan fund.	Environmental Protection Agency (EPA)	Office of Brownfields and Land Reclamation	Recipients must have a strong understanding of revolving loan fund principles and operations including loan underwriting, loan servicing, and credit analysis. Recipients also need to have the ability to market the program on an annual basis during the six-month period of the grant and after the cessation of the RLFF grant. Recipients commit to properly manage funds and program income generated by the program until its official close. Only entities with non-RLFF cooperative agreements are eligible to apply.	Not required	\$10,000,000	\$1,000,000	10	\$1,000,000	November 23, 2022	These are highly competitive projects granted at communities with extensive brownfields sites. If structured correctly, these revolving loan fund programs can generate program income from repayment of loans to sustain programs from a few years to decades.	If selected, the lead entity will be the grant recipient and must administer the grant, be accountable to EPA for proper expenditure of the funds and be the agent of contact for the other coalition members. In addition, a Memorandum of Agreement (MOA) documenting the coalition's site selection process must be in place prior to the expenditure of any funds that are awarded. The coalition members should identify and establish relationships necessary to achieve the project's goals. Processes for successful execution of the project goals, including a description and role of each coalition member, should be established along with the MOA. The purpose of the MOA is for coalition members to agree internally on the distribution of all funds and the mechanism for implementing the cleanup work.	Industry, Resilience & Recovery, Industry	Smart Growth, Community Resilience, Renewable Energy, Brownfields	Implementation/Construction	Revolving Loan, Grant Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New	Bluebonnet Regional Challenge (RLRC)	To provide technical assistance grants to approximately 50-80 regional coalitions across the country and help them develop trans/interregional economic development strategies.	Department of Commerce	Economic Development Administration (EDA)	Applicants should identify one key coordinating lead institution per regional coalition to lead the concept and projects into the implementation phase, while fostering collaboration and coordination resources to ensure these investments have the greatest economic impact on our communities, regions, and the nation.	Not required	\$30,000,000	\$500,000	10-60 coalitions	\$500,000	October 18, 2022	It is unclear whether EDA will be issuing a new round of this challenge.	Talk with your EDA representative if preparing an application. Your local office is well positioned to help ensure you are meeting program criteria and consider strategic regional opportunities. https://eda.gov/contact/	Resilience & Recovery	Community Resilience, Workforce Development, Retaining & Building Capacity, Clean Manufacturing & Supply Chain, Clean Fuels	Planning/Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New	Bluebonnet Regional Challenge (RLRC) Phase 2	The 2 phase RLRC Regional Challenge aims to grow new regional industry clusters or scale existing ones through planning infrastructure, innovation and entrepreneurship, workforce development, access to capital, and more.	Department of Commerce	Economic Development Administration (EDA)	Applicants should identify one key coordinating lead institution per regional coalition to lead the concept and projects into the implementation phase, while fostering collaboration and coordination resources to ensure these investments have the greatest economic impact on our communities, regions, and the nation.	Not required	\$1,000,000,000	\$100,000,000	10-30 coalitions	\$500,000,000	March 11, 2022	It is unclear whether EDA will be issuing a new round of this challenge.	On September 2, 2022, EDA announced 31 award winners, receiving between \$25M and \$50M from https://eda.gov/rlrc/ and will have other regional challenge awardees announced him.	Resilience & Recovery	Community Resilience, Workforce Development, Retaining & Building Capacity, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Increase	Build to Scale (BTS)	To develop and support regional tech-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the next generation of industry leading companies.	Department of Commerce	Economic Development Administration (EDA)	Project eligibility specifications vary by program (venture challenge, Capital Challenge, and Industry Challenge).	100% match required	\$750,000 for Venture Challenge and \$2,000,000 for Industry Challenge	10	\$900,000	None	June 13, 2022	Unlike many EDA programs, this program does not require eligibility through regional distress criteria. Applicants should still emphasize, if possible, how such funding can be a transformative investment for their community to further technology-based economic development initiatives that accelerate high quality job growth, create more economic opportunities, and support the future of the next generation of industry leading companies. Public private partnerships to accelerate entrepreneurship and company growth are also encouraged to apply.	In 2020, Department of Energy partnered with EDA to provide \$4 million in funding to pilot the Industry Challenge, which supports entrepreneurship and accelerate company growth within the state. Funding for FY2022 cycle. View the FY20 Industry Challenge grantee here: https://eda.gov/buildtoscale/industry2020/	Industry, Electricity, Transportation	Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency/Retrols, Electric Vehicle/Charging Equipment, Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Grant	Build to Scale (BTS) Community Resilience	To provide quick, targeted technical assistance to selected communities to contribute environmental and economic sustainability, using a variety of tools that have demonstrated results and widespread application.	Environmental Protection Agency (EPA)	Office of Community Restoration	Eligible applicants include local, county, or tribal governments, or nonprofit organizations that have the support of the local government on whose behalf they are applying.	N/A	N/A	N/A	N/A	N/A	November 20, 2020	EPA offers 15 tools through this program. Not every tool is offered in every round. One EPA has used a tool in several communities, the tool will be refined to ensure product that any community can use with limited available assistance. Local governments are encouraged to navigate emerging challenges with existing tools. Past Recipients and Tools can be found here: https://www.epa.gov/epa/grants/technical-assistance-build-to-scale	EPA provides direct assistance through a federal contract, therefore, no funds are transferred to the community. The initial application requires a two page write up detailing how the assistance will help the community. After that, EPA will request next step memos and notify applicants of the final. Local governments with ideas should submit their letters of interest to the EPA.	Buildings, Transportation, Resilience & Recovery	Building Modernization, Building Efficiency/Retrols, Disaster Recovery, Community Resilience, Public Transit, Smart Growth, Retaining & Building Capacity, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Eligible - Contingent	Existing - Increase	Build to Scale (BTS) Community Resilience	To meet and undertake hazard mitigation projects, reducing the risks communities face from disasters and natural hazards.	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Local governments/municipalities are eligible to apply as sub-applicants to states. Nonprofits, business operators, and non-profit organizations cannot apply directly to FEMA but can be included in a sub application submitted by an eligible sub-applicant. Note: Applicants must have a FEMA approved State, Local, or Tribal Hazard Mitigation Plan by the application deadline and at the time of obligation of grant funds.	25% match required, unless applicant is an economically disadvantaged rural community	\$2,300,000,000	18A	12%	\$18,400,000	January 27, 2022. State deadlines vary (see "Helpful Tips")	State deadlines will vary for sub-applicants to be considered, but the 3 month deadline prior to the FEMA deadline. Contact your State Hazard Mitigation Officer (SHMO) to learn about potential state deadline to plan accordingly. https://www.fema.gov/grants/mitigation/issue-contrats	In addition to project selections, the BRIC Program offers help to communities in the form of non-financial direct technical assistance (DTA). Read more here: https://www.fema.gov/grants/mitigation/issue-contrats . For all program details, see here: https://www.fema.gov/grants/mitigation/issue-contrats	Resilience & Recovery, Electricity, Buildings, Transportation	Community Resilience, Retaining & Building Capacity, Building Modernization, Energy Storage, Renewable Energy, Electric Vehicle/Charging Equipment, Nature Based Solutions	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Tribal, Municipality
Not Eligible	New - N/A	Build to Scale (BTS) Community Resilience	To establish a competitive grant program to help institutions of higher education establish building, training and assessment centers to educate and train building technicians and engineers on implementing modern building technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities are state accredited technical training centers, community colleges, Tribal Colleges or Universities, and local offices of the National Institute of Food and Agriculture.	TBA	\$10,000,000	18A	TBA	18A	Expected 4th quarter 2022	N/A	\$1,000,000 available until expended	Buildings	Building Weatherization, Building Efficiency/Retrols, Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	Non-Profit
Not Eligible	Existing - Increase	Bus and Bus Facilities (BTF) Program	To make federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no-emission vehicles or facilities.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants include designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all other eligible applicants and also private nonprofit organizations engaged in public transportation.	20% match required, with exceptions	\$230,000,000	N/A	100	\$4,200,000	November 18, 2021	For exact program details and awards, see here: https://www.fhwa.dot.gov/bus	N/A	Transportation	Public Transit, Electric Vehicles/Charging Equipment	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Increase	Bus and Bus Facilities (BTF) Program	To make federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no-emission vehicles or facilities.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants include designated recipients that allocate funds to fixed route bus operators, states or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all other eligible applicants and also private nonprofit organizations engaged in public transportation.	20% match required, with exceptions	\$412,000,000	\$40,590,000	135	\$1,982,690	TBA	N/A	Program funding expires in 2024. There are three components to this program. The first is a continuation of the Formula Bus program established under MAP-21. The remaining two components include the Bus and Bus Facilities competitive program based on asset age and condition, and a low or no-emissions bus development program. A goal is to provide additional designated recipients in urban areas between 200,000 and 999,999 in population to participate in voluntary state-to-state transfers of formula funds between designated recipients during the period of the authorized program.	Transportation	Public Transit, Electric Vehicles/Charging Equipment	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Grant	Capital Investment Grants (CIG) Program - Core Capacity Investment Program	To meet substantial corridor improvements in areas that are at or near capacity (or will be within 10 years). This is a robust project development process not geared at maintaining a state of good repair, rather the focus is on increasing corridor capacity by 10% or more.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies.	20% match required	\$2,300,000,000	N/A	N/A	N/A	Rolling	Can be paired with FTA's State of Good Repair funding (Section 5337 SGR Formula Funds). This can fund infrastructure repairs and deferred maintenance while the Core Capacity investments can support increased capacity.	To apply, submit a letter to FTA's Office of Planning and Environment. This should be a short letter that stresses project manager's staff, partners, and remaining amount of funding being sought and total cost. If a bus, committed funds to do project development, project schedule, proof that corridor is at capacity or will be in 10 years, and verification that the project will increase capacity by 10%.	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Grant	Capital Investment Grants (CIG) Program - New Transit	To fund major investments in new or extended fixed guideway public transit systems, including light rail, heavy rail, commuter rail, streetcar, and bus rapid transit (BRT) projects.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies. Eligible projects are those with a total estimated project cost of \$400M or more or that are seeking funding of \$150M or more.	40% match required	\$1,300,000,000	N/A	N/A	N/A	Rolling	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Grant	Capital Investment Grants (CIG) Program - Smart Growth	To fund major investments in new or extended fixed guideway public transit systems, including light rail, heavy rail, commuter rail, streetcar, and bus rapid transit (BRT) projects. This may include corridor-based BRT systems.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies. Eligible projects are those with a total estimated project cost of less than \$400M.	30% match required	\$1,300,000,000	\$150,000,000	N/A	N/A	Rolling	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	New - N/A	Carbon Capture, Demonstration, Emission Reduction, (CCDEP, Emission, Act)	To demonstrate substantial improvements in the efficiency, effectiveness, cost, and environmental performance of carbon capture technologies for power, industrial, and other commercial applications.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCEDD)	Eligible applicants are broad and include Technology Developers, Industry, Utilities, Universities, National Laboratories, Engineering and Construction firms, State and Local Governments, Tribal, Environmental Groups, and Community Based Organizations.	Match required	\$2,537,000,000	N/A	6	\$400,000,000	Expected 4th quarter 2022	Of the demonstration projects, 2 shall be designed for natural gas electric generation facilities, 2 for coal electric generation facilities, and 2 for industrial facilities not purposed for electric generation.	\$150,000,000 are eligible for each of fiscal years 2021 through 2024, and \$400,000,000 for fiscal year 2025.	Industry	Carbon Capture & Storage (CCS)	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Contingent	New - N/A	Carbon Reduction Program (CRP)	To reduce transportation emissions via alternative fueling infrastructure, efficiency, electrification, and other planning strategies.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible projects include traffic monitoring and control facilities, public transportation projects eligible for assistance under section 5303 (Public Transportation), off road trail facilities, advanced transportation and congestion management technologies, infrastructure based intelligent transportation systems, vehicle to infrastructure communications equipment, the replacement of outdated street lighting and traffic control devices, and development of carbon reduction strategies.	20% match required	\$1,731,000,000	N/A	N/A	N/A	November 15, 2023	Implementation guidance can be found here: https://www.fhwa.dot.gov/innovation/infrastructure/energy/energy/crp_guidance.pdf	For areas of \$5,000,000 or more, a State is required to provide eligibility authority (EA). When eligible authority is provided through contract authority, the entity's receipt of EA is to obligate - or spend - the funds designated for their area, versus EA remaining with the state and the state retaining control over project selection.	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment, Clean Fuels	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State
Not Eligible	Existing - Increase	Carbon Storage, Demonstration, and Emission Reduction, (CCDEP, Emission, Act)	To expand DOE's Carbon Storage program to fund development of new or expanded commercial large-scale carbon sequestration projects and associated carbon dioxide transport infrastructure, including land for the feasibility, site characterization, permitting, and construction stages of project development.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCEDD)	Eligible projects include the development of new or expanded commercial large scale carbon sequestration projects and associated carbon dioxide transport infrastructure, including land for the feasibility, site characterization, permitting and construction stages of project development.	20% match required	\$2,500,000,000	18A	18A	TBA	Expected 2nd quarter 2022	N/A	\$2,500,000,000 for FY22-26	Industry	Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS)	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - N/A	Carbon Utilization Program (CUP)	To procure and use products derived from captured carbon gases.	Department of Energy (DOE)	Office of Fossil Energy and Carbon Management	An eligible entity shall use a grant received under this paragraph to procure and use commercial or industrial products that: (i) use or are derived from anthropogenic carbon oxides, and (ii) demonstrate significant net reductions in lifecycle greenhouse gas emissions compared to incumbent technologies, processes, and products.	TBA	\$310,240,781	TBA	18A	18A	Expected 4th quarter 2022	N/A	The Carbon Utilization Program already exists, primarily as a research program within the National Energy Technology Laboratory (NETL).	Industry	Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS)	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority

Federal Funding Opportunities																				
VKD Status	Program Details			Agency		Eligibility		Funding				Deadline		Helpful Tips		Filter Criteria				
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocation	Average Award (\$/applicant)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Type	Applicant Types	
Not Eligible	New - N/A	Career Skills Training	To pay the Federal share of associated career skills training programs under which students concurrently receive classroom instruction and on the job training for the purpose of obtaining industry-recognized certification to install energy efficient building technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Grants will be awarded to non-profit partnerships, which may include industry, workforce investment boards, community based organizations, qualified service and construction firms, educational institutions, small businesses, cooperatives, State and local veterans' agencies, and veterans service organizations.	50% match required	\$10,000,000	N/A	18A	TBA	Expected 1st quarter 2023	N/A	N/A	Buildings	Workforce Development, Retaining & Building Capacity	Implementation/Construction	Grant - Competitive/Discretionary	Non Profit	
Not Eligible	Existing - Increase	Choice Neighborhoods Implementation Grants	To support those communities that have undergone a comprehensive local planning process and are ready to implement their "Transformation Plan" to revitalize the neighborhood.	Department of Housing & Urban Development (HUD)	Public and Indian Housing	The eligible applicant must demonstrate that the proposal targets an eligible housing project and is located in an eligible geographic area. Eligible applicants include Public Housing Agencies (PHAs), local governments, tribal entities, and nonprofits.	15% match required	\$10,000,000	\$50,000,000	3	\$30,000,000	Feb 2022	Use HUD Mapping tool to determine eligible neighborhoods: https://www.huduser.gov/portal/masiv/CN/home.html	N/A	Transportation, Resiliency & Recovery, Buildings	Smart Growth, Community Resiliency, Nature-Based Solutions	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	Choice Neighborhoods Planning Grants	To support the development of comprehensive neighborhood revitalization plans which focused on directing resources to address three core goals: Housing, People and Neighborhoods. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families.	Department of Housing & Urban Development (HUD)	Public and Indian Housing	The eligible applicant must demonstrate that the proposal targets an eligible housing project and is located in an eligible geographic area. Eligible applicants include Public Housing Agencies (PHAs), local governments, tribal entities, and nonprofits.	15% match required	\$10,000,000	\$100,000	20	\$500,000	July 26, 2022	Ensure that your planning grant is optimized by embracing decarbonization and justice strategies. Effectively implemented planning grants make your community more competitive for the Choice Implementation Grants. Use HUD Mapping tool to determine eligible neighborhoods: https://www.huduser.gov/portal/masiv/CN/home.html	N/A	Transportation, Resiliency & Recovery, Buildings	Smart Growth, Community Resiliency, Retaining & Building Capacity, Nature-Based Solutions	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New - N/A	Clean Energy Demonstration Program on Commercial Power-Use Sites	To demonstrate the technical and economic viability of clean energy projects on current and former sites.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCEDD)	All was 2 projects must be solar. Other projects can be solar, micro grid, geothermal, direct air capture, local fuel generated electricity with carbon capture/infrastructure, energy storage (including pumped storage hydroelectric and compressed air storage), and advanced nuclear technology.	18A	\$500,000,000	TBA	5	\$100,000,000	Estimated application opening date in 2023	"Reasonable expectation of commercial viability", as determined by the Secretary, is one of the project eligibility criteria. Prioritization criteria include: job creation, particularly in economically distressed areas and in distressed workers previously employed in manufacturing, coal power plants, or coal mining; net impact in avoiding or reducing greenhouse gas emissions; lowest levelized cost of generated or stored energy; areas with potential for technological innovation and deployment; and shorter project time from permitting to completion.	MINN LAND - The term "mine land" means: (A) land subject to title 10 of the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1281 et seq.), 30 U.S.C. 1251 et seq.) and (B) land that has been claimed or stored subject to sections 2319 through 2344 of the Revised Statutes (commonly known as the "Mining Law of 1872") (30 U.S.C. 224 et seq.)	Electricity	Renewable Energy, Energy Storage, Carbon Capture & Storage (CCS), Biogas/field	Implementation/Construction, Planning, Design/Engineering, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New - N/A	Clean Hydrogen Electrolysis Program	To establish an R&D, demonstration, commercialization, and deployment program to improve the efficiency, increase the durability, and reduce the cost of producing clean hydrogen using electrolyzers.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible uses include (1) the demonstration of technologies that produce clean hydrogen using electrolyzers, and (2) the validation of information on the cost, efficiency, durability, and feasibility of commercial deployment.	TBA	\$1,000,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	\$1,000,000,000 in funding available until expended	Industry, Electricity	Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction, Planning, Design/Engineering, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority	
Not Eligible	New - N/A	Clean Hydrogen Manufacturing, Research, Development, and Demonstration (MREDD) Program	To support R&D and demonstration projects that advance new clean hydrogen production, processing, delivery, and storage, use equipment, manufacturing technologies and techniques, and increase the reuse and recycling of clean hydrogen technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Industry stakeholders are eligible to apply. Local governments are encouraged to partner with the private sector as sub-applicants.	TBA	\$500,000,000	TBA	TBA	TBA	Expected 2nd quarter 2022	N/A	\$500,000,000 in funding available until expended	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction, Planning, Design/Engineering, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority	
Not Eligible	New - N/A	Clean School Bus (CSB) Program	To decarbonize school bus fleets by replacing existing school buses with zero-emission buses and alternative fuel-based buses.	Environmental Protection Agency (EPA)	TBA	Eligible recipients include: State, local and tribal government agencies that are responsible for providing school bus service to one or more public school systems, or purchase of school buses. Eligible expenses include buses, charging units, and electrical panels.	Not required	\$5,000,000,000	\$9,375,000	TBA	TBA	August 19, 2022	For additional information on planning effectively for clean school bus fleets, see this guide here: https://www.epa.gov/ghg/ghg-school-bus-fleets	The maximum rebate amount per bus is dependent on (1) the bus fuel type, (2) the bus type, and (3) whether the school district to be served by the buses meets one or more performance criteria.	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Energy Storage, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - N/A Increase	Carbon Dioxide Transport Infrastructure, Research, Development, and Demonstration (CDTID) Program	To provide secured loans or guarantees to projects (up to \$100M) involving common carrier carbon dioxide transportation infrastructure or associated equipment, including pipeline, shipping, rail, or other transportation infrastructure and associated equipment, that will transport or handle carbon dioxide captured from anthropogenic sources or ambient air.	Department of Energy (DOE)	Loan Programs Office	Loan eligible projects must be greater than \$100M. Grants may be (A) state, local or private investment, (B) enable a project to proceed on an earlier date, or (C) reduce the lifecycle costs (including direct service costs) of the project. Future Growth Grants may only pay the costs of any additional flow rate capacity of a carbon dioxide transportation infrastructure asset.	10% match required for Future Growth Grants	\$2,100,000,000	Up to 100% of development phase activities, maximum of 80% of total project costs, maximum loan maturity of 35 years	N/A	N/A	Expected 4th quarter 2022	N/A	N/A	Industry	Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan, Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Increase	Combined Heat and Power, Technical Assistance Partnerships (CHAP) Program	To encourage deployment of combined heat and power, waste heat to power, and efficient district energy technologies by providing education and outreach to building, industry, and utility professionals, state and local policymakers, and other individuals and organizations as relevant. Subject sites include waste-to-energy and engineering support in addition to general informational activities. Buildings are eligible for CHAP Application Centers of DOE in the CHAP Technical Assistance Program.	Department of Energy (DOE)	Advanced Manufacturing Office	Eligible applicants include: Institutions of higher education, research centers, and other appropriate institutions to ensure the continued operation and effectiveness of the regional CHAP Technical Assistance Partnerships.	Not required	\$12,000,000	N/A	N/A	N/A	Rolling funding expires 2025	Funding will continue to go through ten existing CHAP Technical Assistance Partnerships. Local entities with an interest in CHAP support and assessments should reach out to their regional contact: https://www.eere.energy.gov/advanced-manufacturing	N/A	Industry, Buildings, Electricity	Renewable Energy, Community Resiliency	Planning, Design/Engineering	Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	Community Development Block Grants (CDBG)	To develop viable urban communities by providing decent housing, a suitable living environment, and expand economic opportunities for low and moderate-income persons.	Department of Housing & Urban Development (HUD)	Community Planning and Development	CDDBG funds may be used for activities that include, but are not limited to: acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes, public services, within certain limits, activities relating to energy conservation and renewable energy resources, provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.	Not required	Varies by title and state	Varies by title and state	Allocation by formula	Varies by title and state	Annual Action Plans are typical due in May for next federal fiscal year	Each activity must meet one of the following national objectives for the program: (1) low and moderate-income persons, premises or eliminations of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health, safety, or welfare of the community for which other funding is not available.	N/A	Any or All, Buildings, Electricity, Transportation, Industry, Resiliency & Recovery	Renewable Energy, Energy Storage, Community Resiliency, Public Transit, Workforce Development, Retaining & Building Capacity, Building Electrification, Nature-Based Solutions	Clean Manufacturing & Supply Chain, Clean Fuels (CS)	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority	
Not Eligible	New	Community Development Block Grants - COVID-19 Public Facilities (CDBG-CO)	To help communities prevent, prepare for, and respond to the direct and indirect effects of the current COVID-19 pandemic and to mitigate future risks.	Department of Housing & Urban Development (HUD)	Community Planning and Development	Projects must meet the eligible CDBG activities, CDBG national objectives, and COVID-19 "relief" term. "Public facilities" is broadly interpreted under CDBG to include publicly accessible facilities that are owned by public entities or nonprofit organizations such as libraries, community centers, and places where people receive services.	Not required	Contact your CDBG field representative to understand local administration and availability of funding.	Varies by title and locality	Varies by title and locality	N/A	N/A	N/A	The proposed project must be designed to prevent, prepare for, or respond to the coronavirus. Grantees must document this relationship, often referred to as the "checkbox," by documenting a logical relationship between the benefits of the proposed activity and the effects of the coronavirus. This checkbox may relate to the current pandemic and may also relate to mitigating potential future coronavirus pandemic impacts. Applicants should ensure that they are making an effective connection between their facility's energy resiliency and risk mitigation for COVID-19 or other pandemics and should discuss any questions with their CDBG program contact.	The public facilities activity category generally intended to address the physical costs of improving the facility rather than provide support for operating costs or services that may be provided within the facility.	Any or All, Buildings, Electricity, Transportation, Industry, Resiliency & Recovery	Energy Storage, Building Weatherization, Community Resiliency, Building Electrification	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Formula/Block	Municipality, Public Agency/Local Authority
Not Eligible	Existing - Increase	Community Development Block Grants - Disaster Recovery (CDBG-DR)	To help cities, counties, and states recover from Presidentially declared disasters. The grants focus on low income areas, subject to availability of supplemental appropriations.	Department of Housing & Urban Development (HUD)	Community Planning and Development	Funds are awarded to state and local governments that become grantees. Those who receive grant money include state agencies, non-profit organizations, regional development agencies, utilities, and businesses. Eligible use of funds can be found here: https://www.hudexchange.info/resources/documents/HUD-CDBG-DR-Policy-Guide.pdf	Not required	Depends on Stafford Act funding	Varies by title and state	Varies by title and state	Varies by title and state	As released by Congress enacting the Stafford Act after Federal Disaster Declaration	For additional guidance, see HUD policy guidance and fact sheet for CDBG-DR: https://www.hudexchange.info/resources/documents/CDBG-DR-Policy-Guide.pdf	To determine eligibility for federal disaster declaration funding, please check FEMA's website at https://www.fema.gov/basics/federal-disaster	Resiliency & Recovery, Electricity, Transportation, Buildings	Disaster Recovery, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Resilience, Community Resiliency, Building Electrification, Nature-Based Solutions	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Continue	Community Facilities (CF) Program	To develop community facilities that provide essential services to the local community for the orderly development of the community in a primary rural area. Funds can be used to purchase, construct, and/or improve essential community facilities, buy equipment, or pay necessary project costs.	United States Department of Agriculture (USDA)	Rural Development	Eligible entities limited to rural areas including cities, villages, townships, and towns including Federally designated tribal lands with no more than 70,000 residents according to the latest U.S. Census Data are eligible for this program.	15% 85% match required, depending on population and the median household income of the proposed rural community	Unknown	N/A	N/A	N/A	Rolling	N/A	A list of prior grants can be found here for 2020 and 2021: https://www.communitydevelopment.gov/info/about/2020-2021	Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Energy Storage, Building Weatherization, Building Efficiency Resilience, Community Resiliency, Building Electrification	Implementation/Construction	Grant - Competitive/Discretionary, Loan	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Eligible - Considering	New	Community Planning Fundings (CPF)	To support a broad array of projects for infrastructure and community development.	United States Congress	U.S. House of Representatives	Members of Congress will be allowed to submit 15 qualified local projects to the Appropriations Committee for consideration of targeted federal funds. Members may provide evidence of community support for the projects as well as compelling evidence that demonstrates a true need.	N/A	\$7.5 billion for FY22, total funding for both House of Congress is limited to no more than 1% of discretionary spending	N/A	Over 4,000 (Including Congressionally Directed Spending)	N/A	April 30, 2022	Funding will be prioritized for projects that are shovel ready and planning projects are eligible as well. In this first round of funding, projects were prioritized based on clear demonstrations of community support and congressional and bipartisan support with your community's congressional delegation to ensure projects are aligned with delegation priorities and community needs. Each project must be for the current fiscal year only and cannot include multi-year funding. Note: Some representatives have abstained from participating in this request process. Check with your representative to confirm their participation and process.	The structure is similar to what was previously known as " earmarks," which were eliminated in 2009. As this is a new and subject to congressional direction, rules, requirements, and a process may evolve each year. Funded projects can be found here: https://appropriations.house.gov/transparency	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Resilience, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS), Clean Fuels, Building Electrification, Biogas/field, Nature-Based Solutions	Planning, Implementation/Construction, Design/Engineering, Any or All	Congressionally Directed Spending	State, Municipality, Public Agency/Local Authority, Tribal	
Eligible - Considering	Existing - Increase	Corridor Allocation and Quality Improvement Program (CAQIP)	To support most low carbon transportation modes including public transit, active transportation, electrication, and port and freight pollution mitigation.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Proposed projects or programs must have a high level of effectiveness in reducing air pollution and be included in the metropolitan planning organization's (MPO's) current transportation plan and transportation improvement program (TIP) or the current state transportation improvement program (STIP) in areas without an MPO.	Not required	\$2,336,000,000	Unknown	Unknown	Unknown	Rolling	The funding flows through state transportation agencies to local governments. Local governments and non-state partners should ensure that state agencies understand local and regional needs.	N/A	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Smart Growth	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority, Tribal	

Federal Funding Opportunities

VNB Status	Program Details			Agency		Applicant and/or Project Eligibility Requirements	Matching Funds	Funding				Deadline		Helpful Tips	Other Notes	Sector	Type of Project	Filter Criteria		
	Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency			Sub-Department	Funding Available	Max Award Amount	Expected Allocation	Average Award (Estimated)	Announced or Anticipated					Phases of Project	Resource Types	Applicant Types
Eligible	Existing - Increase	Congressional Energy Resiliency (CES)	To support a broad array of projects for infrastructure and community development	United States Congress	U.S. Senate	Members can submit an unlimited number of qualified, local projects to the Appropriations Committee for consideration of potential federal funding. Members must submit their requests by the deadline and have no financial stake in awarded projects	N/A	\$7.5 billion for FY22 (Congress is limited to no more than 1% of discretionary spending)	N/A	Over 6,000 (Including Community Project Funding)	N/A	April 30, 2022	Funding will be prioritized for projects that are shovel ready and planning projects are eligible as well. In this first round of funding, projects were prioritized based on clear demonstrations of community support and compelling need. Coordinate early with your community's congressional delegation to ensure projects are aligned with delegation priorities and community needs. Each project must be for the current local year only and cannot include multi-year funding. Note: Some representatives have advanced from participating in this request process. Check with your representative to confirm their participation and process.	Any or All, Electricity, Transportation, Building, Industry, Resiliency & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Disaster Resiliency, Community Resiliency, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resiliency & Building Capacity, Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS), Clean Fuel, Building Electrification, Brightfields, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction	Congressional/Broadband	State, Municipality, Public Agency/Local Authority, Tribal		
Eligible - Considering	Existing - Consider	Connected Communities (CC)	To expand DOE's network of grid interactive efficient building communities nationwide and demonstrate the ability of groups of buildings and distributed energy resources (DERs) to provide cost effective grid services through demand flexibility and efficiency that maximize use of renewable resources and reduce emissions, while maintaining or increasing occupant satisfaction and productivity	Department of Energy (DOE)	Office of Energy Efficiency and Renewable Energy (EERE), Building Technologies Office (BTO), and Solar Energy Technologies Office (SETO)	Municipal and tribal entities are eligible prime recipients. Other organizations, including for-profit entities, non-profits, and educational entities, are eligible as both prime recipients and subrecipients	10% match required	\$65,000,000	\$7,000,000	10	\$6,300,000	March 11, 2022	Find the full funding opportunity on the EERE Exchange website: https://eere-exchange.energy.gov/Details/4250-A42-2488-4363-0362/Details To learn more about "Connected Communities" related research, see this resource here: https://www.energysmart.com/news/connected-communities-101/ The announcement of funded projects for 2021 can be found here: https://www.energy.gov/eere/office-mech-03-10-2021-smart-buildings-assess-renewable-energy-adoption-grid	Buildings, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal		
Not Eligible	Existing - Increase	Capitalized Rail Infrastructure and Safety Program (CRISP)	To fund projects that improve the safety, efficiency, and reliability of intercity passenger and freight rail	Department of Transportation (DOT)	Federal Railroad Administration (FRA)	In general, eligible projects include: (1) Deployment of railroad safety technology; (2) Capital projects for intercity passenger rail services; (3) Capital projects that reduce congestion and facilitate ideriv; (4) Capital projects that improve short line or regional railroad infrastructure; (5) Highway and grade-crossing improvement projects; (6) Rail line reconstruction and improvement projects; (7) Regional rail and similar service development plans and associated analyses; (8) Enhancement of intermodal connections; (9) Development and implementation of a safety program or initiative; (10) Research to advance rail related capital, operations, or safety improvements; and (11) Workforce development and training activities	10% match required	\$119,737,500	N/A	N/A	N/A	November 29, 2021	N/A	N/A	Transportation	Public Transit, Smart Growth, Resiliency & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority	
Not Eligible	New	Cooperative Agreement to Facilitate Coordination Between DOE, NRC, and Other Federal Agencies to Advance Nuclear Energy	To seek partners that can help NE advance its primary mission of maintaining the current nuclear fleet, developing and deploying advanced nuclear reactor technologies, and testing open nuclear fuel storage. These partners will work with an emphasis on environmental justice, work with local energy communities, educational entities, and other constituencies to find opportunities to accelerate the commercialization of advanced nuclear energy to advance national and international energy, environmental, and economic needs	Department of Energy (DOE)	Office of Nuclear Energy (NE)	Eligible entities include: (A) Federal agencies, (B) State and local governments, (C) Non-profit organizations, (D) Higher education institutions, and (E) Private industry	Not required	\$480,000 in FY22, \$1,600,000 in FY23	N/A	3-13 total	Program A (Consultancy & Community Engagement) \$300,000-\$600,000 over 2 years Program B (Education Programs) \$120,000-\$300,000 over 2 years	Letter of Intent due June 29, 2022 Application due July 18, 2022	Applicants will be judged based on Technical and Management Capabilities (50%) and Quality of Proposal (50%). It may be desirable to have a group of organizations which represents a diversity of technical approaches, methods, applications, and/or market segments. (2) The support complementary and/or innovative efforts in projects. (3) The different kinds and sizes of organizations be selected for award in order to provide a balanced programmatic effort and a variety of different technical perspectives, and (4) to award a group of projects with a broad or specific geographic distribution	Electricity	Renewable Energy	Planning	Technical Assistance/Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	New	Continuation of Energy Efficiency Assistance for Schools (EEAS)	To review federal opportunities and programs for schools and provide streamlined communication and technical assistance for states, local education agencies, local governments, and non-profits on developing and financing renewable energy, energy efficiency, and energy retrofits. Will include development of a single resource website.	Department of Energy (DOE)	Office of Energy Efficiency and Renewable Energy (EERE)	Eligible entities include: (A) State and local governments, (B) Higher education institutions, and (C) Private industry	Not required	N/A	N/A	N/A	N/A	N/A	Long term goals include more effective use of federal opportunities, partnerships with state and local entities to support the initiation of projects, and technical assistance for states, local education agencies, and schools to help develop and finance energy efficiency, renewable energy, and energy retrofit projects	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Resiliency, Building Electrification	Planning	Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal		
Eligible - Considering	New - R&D	Building Codes Implementation for Efficiency and Resiliency	To enable sustained, cost-effective implementation of updated building energy codes to save customers money on their energy bills	Department of Energy (DOE)	Office of Energy Efficiency and Renewable Energy (EERE)	Eligible uses: (A) To create or enable state or regional partnerships to provide training and material; (B) to collect and disseminate quantitative data on jurisdictions and codes implementation; (C) to develop and implement a plan for highly effective codes implementation including measuring compliance; (D) to address various implementation needs in rural, suburban, and urban areas; and (E) to implement updates in energy codes	TBA	\$225,000,000	N/A	TBA	TBA	Expected initial 2022	N/A	\$225,000,000 in funding available until expended	Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Resiliency, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit	
Not Eligible	Existing - R&D Increase	Deployment of Technologies to Enhance Grid Flexibility (DEFG)	To fund grid investments that provide flexibility and help quickly reconfigure the electrical system, facilitate the integration of distributed energy resources, provide energy storage and demand response, and ensure safe and reliable impacts of extreme weather events or natural disasters on grid resiliency	Department of Energy (DOE)	Office of Electricity	Eligible applicants include electric utilities, such as investor-owned utilities, municipal owned utilities, load serving entities, or load distribution companies, which provide electricity distribution services. Retail distributors or marketers of electricity which sell electricity to consumers. System operators which coordinate, control, and monitor the operations of the electric power transmission systems within a single state or region; and manufacturers of appliances and equipment to enable smart grid functionalities. Projects must promote the goal of deployment, including development of component technologies	New program, more information forthcoming	\$600,000,000	TBA	TBA	TBA	Expected end of 2022	N/A	Original program details can be found here: https://www.energy.gov/eere/office-mech-03-10-2021-smart-buildings-assess-renewable-energy-adoption-grid . Specific updates are forthcoming	Electricity	Energy Storage, Community Resiliency, Electric Grid Upgrades	Implementation/Construction	Grant - Competitive/Discretionary	Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Increase	Disaster Emission Reduction Act (DERA) Title of Energy (Title)	To achieve significant reductions in diesel emissions and exposure, particularly from fleets operating in areas designated by the Administrator as poor air quality areas	Environmental Protection Agency (EPA)	Disaster Emission Reduction Act (DERA)	Eligible entities include (1) federal government (interior, coastal and Alaska Native villages, and Indian area government agencies, which have jurisdiction over transportation or air quality. Higher areas include the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands	Not required	\$8,000,000	\$800,000	15	\$533,333	October 26, 2022	N/A	Eligible vehicles for replacement must be fully operational; the participating fleet owner must have owned and operated the vehicle during the 2 years prior to upgrade; the existing vehicle must have at least 3 years of remaining life at the time of upgrade (remaining life is the fleet owner's estimate of the number of years until the unit would have been retired from service if the unit were not being upgraded or scrapped because of the grant funding); highway usage must have reached 7,000 miles/year during 2 years prior to upgrade; school buses may use mileage from 2019 (due to COVID limitations/restrictions)	Transportation, Industry	Electric Vehicle/Charging Equipment, Public Transit, Clean Fuel	Implementation/Construction	Grant - Competitive/Discretionary	Tribal, Public Agency/Local Authority	
Not Eligible	Existing - Increase	Disaster Emission Reduction Act (DERA) Title of Energy (Title)	To achieve significant reductions in diesel emissions and exposure, particularly from fleets operating in areas designated by the Administrator as poor air quality areas	Environmental Protection Agency (EPA)	Disaster Emission Reduction Act (DERA)	Eligible applicants include (1) regional, state, local or tribal agencies, counties or port authorities, with jurisdiction over transportation or air quality; and (2) nonprofit organizations or institutions that represent or provide pollution reduction or educational services to citizens or organizations that own or operate diesel fleets	55% match required for vehicle or equipment replacements with zero tailpipe emissions	\$48,000,000	\$4,000,000	80	\$575,000	March 16, 2021	N/A	Eligible vehicles for replacement must be fully operational; the participating fleet owner must have owned and operated the vehicle during the 2 years prior to upgrade; the existing vehicle must have at least 3 years of remaining life at the time of upgrade (remaining life is the fleet owner's estimate of the number of years until the unit would have been retired from service if the unit were not being upgraded or scrapped because of the grant funding); highway usage must have reached 7,000 miles/year during 2 years prior to upgrade; school buses may use mileage from 2019 (due to COVID limitations/restrictions)	Transportation, Industry	Electric Vehicle/Charging Equipment, Public Transit, Clean Fuel	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Eligible - Considering	Existing - Consider	Disaster Resiliency (DR) Supplemental Funding	To help communities and regions develop and implement long-term economic recovery strategies through a variety of non-construction and construction projects	Department of Commerce	Economic Development Administration (EDA)	Projects must be in areas where a Presidential declaration of a major disaster was issued under the Robert T. Stafford Disaster Relief and Emergency Assistance Act as a result of natural disasters occurring in the calendar year 2021, and 1) disasters and floods occurring in the calendar year 2021	Minimum match of 20% varying based on level of economic distress	\$587,000,000	N/A	N/A	N/A	Rolling	EDA encourages the submission of applications to build long-term, regionally oriented, coordinated and sustainable economic development or redevelopment strategies that foster economic growth and resilience. EDA will regard applications that are substantially supported by such strategies as more competitive, while applications for rebuilding damaged infrastructure that are not demonstrably supported by an otherwise funded long-term plan for economic growth and resilience will not be considered competitive. Reaching out to EDA regional contacts can help ensure that your project is eligible for funding and in line with EDA regional priorities	Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Disaster Recovery, Community Resiliency, Resiliency & Building Capacity, Energy Storage, Building Weatherization, Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State		
Eligible - Considering	Existing - Increase	Disaster Relief Fund (DRF) Supplemental Funding (DRF Act)	To carry out the purposes of the Disaster Relief Fund (DRF) for costs associated with major disaster declarations. Through the DRF, FEMA can fund authorized federal disaster support activities as well as eligible state, territorial, tribal, and local actions such as providing emergency protection and debris removal. The DRF also funds: 1. The repair and restoration of qualifying disaster-damaged public infrastructure 2. Hazard mitigation initiatives 3. Financial assistance to eligible disaster survivors 4. Fire Management Assistance Grants for qualifying large fires at grassland/wildfires	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Eligibility is determined by a federal disaster declaration	Cost share determined by major disaster declaration, typically 75% although that has changed to 100% for COVID-19 related disasters	\$50,000,000,000	N/A	N/A	N/A	Rolling	Deadlines are determined by the disaster. Eligible entities should contact their local FEMA contacts to understand what limitations or time constraints exist for eligible funding	Resiliency & Recovery	Disaster Recovery	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Tribal		
Not Eligible	New	Disasters and Environmental Impacts of Energy Transitions Underwritten Consortium	To engage in community driven research that will address the drivers and environmental impacts of energy transitions in underrepresented communities	Environmental Protection Agency (EPA)	N/A	Nonprofit institutions/organizations, public and private institutions of higher education, and hospitals located in the U.S. and its territories or possessions, state and local governments, Federally Recognized Indian Tribal Governments, and U.S. territories or possessions are eligible to apply	Not required	\$10,000,000	\$2,125,000	6	N/A	April 28, 2022	N/A	In addition to regular awards, this solicitation includes the opportunity for early career awards. The purpose of the early career award is to fund research projects smaller in scope and budget by early career PIs	Electricity, Transportation, Buildings	Renewable Energy, Energy Storage, Building Efficiency, Resiliency, Building Weatherization, Public Transit, Electric Vehicle/Charging Equipment, Building Electrification	Planning, Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	

Federal Funding Opportunities																			
VWB Status	Eligibility Status	Program Details	Agency	Low-Barrier	Funding				Deadline	Helpful Tips	Other Notes	Filter Criteria							
					Funding Available	Max Award Amount	Expected Acceptance	Average Award (Estimate)				Sector	Type of Project	Phases of Project	Resource Types	Applicant Types			
Not Eligible	New	Economic Advancement Assistance (EAA) - American Rescue Plan	Department of Commerce	Economic Development Administration (EDA)	States, local governments (including cities, towns, counties), special district governments (e.g. public utilities), federal institutions (tribal governments, nonprofits), recipients of higher education	10% match required. Through EDA has flexion to fund up to 100%	\$500,000,000	\$10,000,000	250	\$2,000,000	Rolling, early applications recommended by March 31, 2022	Unlike with past EDA grant programs, applications that provide more match may be more competitive.	This is the EDA's most flexible funding program under the American Rescue Plan	Resiliency & Recovery	Community Resiliency, Workforce Development, Retailing & Building Capacity	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - Increase	Economic Advancement Assistance (EAA) - Resilience to Crisis Communities (RCC)	Department of Commerce	Economic Development Administration (EDA)	There is no pre-defined list of impacted coal communities. Projects must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or equivalent. EDA accepted regional economic development strategy that meets EDA's CEDS or strategy requirements.	Minimum match of 20%, varying based on level of economic distress.	\$200,000,000	N/A	N/A	N/A	Rolling, early application recommended by March 31, 2022	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NOFO before submitting an application to EDA to clarify technical matters involving their project, its alignment with EDA's mission and investment priorities, and all other relevant publicly available information relating to general technical matters.	Due to the extraordinary level of interest in EDA's CARES Act Recovery Assistance there has been an unusually high volume of applications received. Prospective applicants are strongly encouraged to contact their applicable EDA Regional Office representatives to discuss their needs and availability of funds. Prospective applicants can find current contact information for EDA Regional Office staff at https://www.eda.gov/contact/ .	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Retailing & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Not Eligible	Existing - Increase	Economic Advancement Assistance (EAA) - Communities (EAA) - Communities (RCC)	Department of Commerce	Economic Development Administration (EDA)	Projects must meet the NCE Special Need eligibility criterion in Section C.3.4. NCC funds may be used to make awards for any activity eligible for an award under EDA, including but not limited to early stage strategic planning activities, public works (construction) investments, and economic diversification initiatives.	Minimum match of 20%, varying based on level of economic distress.	\$12,500,000	\$2,000,000 for implementation, \$350,000 for planning	N/A	N/A	Rolling, early application recommended by March 31, 2022	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NOFO before submitting an application to EDA to clarify technical matters involving their project, its alignment with EDA's mission and investment priorities, and all other relevant publicly available information relating to general technical matters.	Due to the extraordinary level of interest in EDA's CARES Act Recovery Assistance there has been an unusually high volume of applications received. Prospective applicants are strongly encouraged to contact their applicable EDA Regional Office representatives to discuss their needs and availability of funds. Prospective applicants can find current contact information for EDA Regional Office staff at https://www.eda.gov/contact/ .	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Retailing & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Not Eligible	Existing - Increase	Economic Advancement Assistance (EAA) - Communities (EAA) - Communities (RCC) - Funded	Department of Commerce	Economic Development Administration (EDA)	Projects must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or equivalent. EDA accepted regional economic development strategy that meets EDA's CEDS or strategy requirements.	Minimum match of 20%, varying based on level of economic distress.	\$1,500,000,000	States receive no less than \$1,000,000	N/A	N/A	Rolling	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NOFO before submitting an application to EDA to clarify technical matters involving their project, its alignment with EDA's mission and investment priorities, and all other relevant publicly available information relating to general technical matters.	Due to the extraordinary level of interest in EDA's CARES Act Recovery Assistance there has been an unusually high volume of applications received. Prospective applicants are strongly encouraged to contact their applicable EDA Regional Office representatives to discuss their needs and availability of funds. Prospective applicants can find current contact information for EDA Regional Office staff at https://www.eda.gov/contact/ .	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Workforce Development, Retailing & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Not Eligible	New - IRA	Electric Drive Vehicle Battery Recycling and Second-Use Applications Program	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include institutions of higher education, National Laboratories, nonprofits and for-profit private entities, state and local governments, and manufacturers of these entities.	10% match required	\$60,000,000	\$13,000,000	#	\$7,500,000	Concept paper by May 31, 2022; Full application by July 19, 2022	To better understand potential pathways for battery second use, check out DOE's Engaging Industry: https://www.energy.gov/engagingindustry/battery-second-use	DOE highlights two key topic areas: 1. Advanced Battery Separation, Scale Up, and the Integration for System Iron Material Recycling for the Battery Supply Chain 2. Second-Use Scale-Up Demonstration Projects	Industry	Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit	
Not Eligible	Existing - Increase	Electric Vehicle Loan & Leasing Programs (EVL)	United States Department of Agriculture (USDA)	Rural Development	Check with a General Field Representative (GFR) to determine whether the proposed service area qualifies as rural. Funds may be used to finance: - Maintenance, Upgrades, Expansion, Replacement of distribution, sub transmission and headquarters (service, warehouse) facilities. - Energy efficiency. - Renewable energy systems.	Not required	Loan guarantees up to 100%	None	2%	\$45,700,000	Rolling	N/A	N/A	Electricity, Buildings, Resiliency & Recovery, Industry	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Building Electrification, Electric Grid Upgrades	Implementation/Construction	Loan	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New - IRA	Electric Vehicle Charging Station Program	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants under this program are any eligible recipient of 5307 or 5323 funding including the entity that operates ferry service that serves the State with the largest number of Marine Highway System miles and to State ferry systems.	10% match required	\$49,000,000	N/A	10	\$4,900,000	September 6, 2022	The Federal government will cover 85% (additional 5%) of the cost of leasing or purchasing a Clean Air Act (CAA) or American with Disabilities Act (ADA) ferry.	At least one grant will serve the State with the largest number of Marine Highway System miles, and one grant will serve a State ferry system (A) with an aging fleet, and (B) whose development will propose to advance the state of the technology toward increasing the range and capacity of zero emissions power source ferries.	Transportation	Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality	
Eligible - Contingent	New - IRA	Discretionary Grant Program for Electric Vehicle Charging Station Program	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants include state or political subdivision of a State, Metropolitan Planning Organization, Local government, Special purpose districts or public authority with a transportation function, Indian Tribe, Territory.	TBA	\$1,250,000,000	TBA	TBA	TBA	TBA	N/A	N/A	Transportation	Electric Vehicle/Charging Equipment, Community Resiliency, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Eligible - Contingent	New - IRA	Discretionary Grant Program for Electric Vehicle Charging Station Program	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants include state or political subdivision of a State, Metropolitan Planning Organization, Local government, Special purpose districts or public authority with a transportation function, Indian Tribe, Territory.	TBA	\$1,250,000,000	TBA	TBA	TBA	TBA	N/A	N/A	Transportation	Electric Vehicle/Charging Equipment, Community Resiliency, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Eligible - Contingent	Existing - Increase	Emergency Management Performance Grant (EMPG)	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Eligible entities include state, local, tribal and territorial emergency management agencies, with each agency submitting only one application. Recipients must ensure and maintain adoption and implementation of the National Incident Management System (NIMS). Non-essential recipients must belong to, be located in, or act as an Emergency Management Assistance Compact (EMAC) temporary member state.	50% match required	\$401,300,000	N/A	1A	0.25% of total funds	June 13, 2022	The FY22 NOFO may be viewed here: https://www.fema.gov/plan-preparedness/emergency-management-performance-grants More information on eligible activities may be found in the Preparedness Grants Manual: https://www.fema.gov/plan-preparedness/manual	To determine eligibility for federal disaster declaration funding, please check FEMA's website at https://www.fema.gov/disaster/declaration .	Resiliency & Recovery	Energy Storage, Disaster Recovery, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Tribal	
Not Eligible	Existing - Contingent	Emergency Relief Program (ERP)	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible recipients include states, territories, and US direct recipients affected by major declared disasters, or in states in which the Governor has declared an emergency related to COVID-19.	20% match required, for COVID-19 related disasters, per March 13, 2020 announcement	N/A	N/A	N/A	N/A	N/A	The Emergency Relief Program does not have annual or permanent authorizations. Past authorizations for the program have been made by Congress following disasters.	Transportation, Resiliency & Recovery	Public Transit, Disaster Recovery, Energy Storage, Clean Fuels	Implementation/Construction	Grant - Formula/Block	State, Public Agency/Local Authority		
Not Eligible	New - IRA	Energy Auditor Training Grant Program (EATGP)	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible states will have a demonstrated need for assistance for training energy auditors. Funds may cover any costs associated with individuals being trained or certified to conduct energy audits by the State or State certified third party training program. Funds may also pay the wages of a trainee during the period in which they receive training and certification.	TBA	\$40,000,000	\$2,000,000	TBA	TBA	TBA	Maximum funding of \$2,000,000 is limited on a per state basis.	N/A	Buildings, Electricity	Building Efficiency Retrofits, Workforce Development, Retailing & Building Capacity, Building Weatherization	Implementation/Construction	Grant - Competitive/Discretionary	State	
Not Eligible	Existing - IRA Increase	Energy Efficiency and Conservation Block Grants (EECBG)	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Ches, towns and villages with a population of at least 35,000 are eligible to apply, at a minimum, the ten largest cities in each state, including Puerto Rico, regardless of population, are eligible to apply, all other cities, villages, and towns can apply for EECBG funds through their state.	TBA	\$550,000,000	TBA	TBA	TBA	TBA	For additional information on past program use, how EECBG funding was used to accelerate partners, and case studies, check out: http://www.usmayors.org/wp-content/uploads/2017/06/0277-report-eccg-survey.pdf	EECBG was first passed in 2007, amended with the American Reinvestment and Recovery Act (ARRA) of 2009, and expired in 2016. The Infrastructure Investment and Jobs Act (IIJA) of 2021 reauthorized the program and expands upon previous eligibility. \$550,000,000 in funding is available unexpended.	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Retailing & Building Capacity, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Tribal	
Not Eligible	New - IRA	Energy Efficiency Materials Pilot Program	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include 501(c)(3) nonprofits. Priority will be given to applicants based on (A) the energy savings achieved, (B) the cost effectiveness of the use of energy efficiency materials, (C) an effective plan for installation, measurement, and verification of energy savings, and (D) the financial need of the applicant.	TBA	\$50,000,000	\$200,000	TBA	TBA	Expected 4th quarter 2023	N/A	Performance based evaluation criteria include (A) energy savings, (B) cost effectiveness of materials used, (C) plans for evaluation, measurement, and verification of energy savings, and (D) Financial need: \$50,000,000 in funding available unexpended.	Buildings	Building Weatherization, Building Efficiency Retrofits	Implementation/Construction	Grant - Competitive/Discretionary	Non-Profit	
Eligible - Contingent	New - IRA	Energy Efficiency Revolving Loan Fund (ELF) Capitalization Grant Program (ELFCGP)	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	10% of capitalization grants will be allocated, by formula, to states eligible for funding under the State Energy Program. 80% will be allocated to the 15 states with highest per capita residential and commercial sector energy consumption or the highest annual per capita energy related carbon emissions.	N/A	\$750,000,000	\$15,000,000	TBA	TBA	Expected 6th quarter 2023	N/A	\$250,000,000 in funding available unexpended.	Buildings	Building Weatherization, Building Efficiency Retrofits	Implementation/Construction	Loan, Grant - Competitive/Discretionary, Technical Assistance	State	
Not Eligible	New	Energy Storage Demonstration and Field Scale Programs	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCD)	Eligible entities include a State Energy Office, an Indian Tribe or tribal organization, an institution of higher education, an electric utility (including DQAL, PQAL, and rural electric cooperatives), and a private energy storage company.	Not required	\$355,000,000	N/A	3	\$118,333,333	Expected 3rd quarter 2022	While matching funds are required, priority will be given to those leveraging non-federal funding. Consider projects that have the potential to scale on in the nation and explicitly address the intermittent supply risks of renewable energy resources.	This is part of the larger Energy Storage System Research, Development, and Deployment Program established under the better energy storage technology section of the Act. The intent is for the Secretary to enter into agreements with at least three demonstration projects by Sep. 30, 2023. Funding expires in 2025.	Electricity	Energy Storage	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Public Agency/Local Authority	
Not Eligible	Existing - Increase	Enhanced Mobility of Seniors & Individuals with Disabilities (EMSID)	Department of Transportation (DOT)	Federal Transit Administration (FTA)	States and designated recipients are direct recipients, eligible sub-recipients include private nonprofit organizations, state or local government authorities, or operators of public transportation. Rural areas and small urban areas should review program guidelines for different projects.	20% match required for capital projects. 50% required for operating assistance.	\$285,000,000	Varies by state	Varies by state	Varies by state	Varies by state	A new discretionary grant pilot program was added to this program totaling \$5.5 million. This pilot program is intended to focus on financing innovative projects for the transportation disadvantaged.	Funds are apportioned among the states by a formula which is based on the number of seniors and people with disabilities in each state according to the latest available U.S. Census data. Unlike most federal programs, matching funds can come from either Federal (via DOT) funds. This can allow local communities to implement programs with 100% federal funding. For more information, see this program fact sheet: https://www.fta.dot.gov/funding/grants/enhanced-mobility-seniors-people-disabilities-fact-sheet-section-5310	Transportation	Public Transit, Smart Growth, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block, Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Any or All	

VWD Status		Program Details		Agency		State Information		Funding		Deadline		Other Notes		Filter Criteria					
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Applications	Average Award (Estimated)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Not Eligible	Existing - Increase	Environmental Justice Small Grants (American Rescue Plan Act)	To provide grants, contracts and other agency activities that identify and address disproportionate environmental or public health burdens and risks in minority populations or low-income populations under designated sections of environmental statutes. These include: Sec. 103(b) of the Clean Air Act; Sec. 1442 of the Safe Drinking Water Act; Sec. 104(a)(7)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; Sec. 291 - Sec. 292 of the Energy Policy Act of 2005.	Environmental Protection Agency (EPA)	Various	Eligibility determined under relevant statutes. Projects include: an equity research and grants to an pollution control agency, safe drinking water research and grants to states, local entities, and other operators of publicly owned water systems, brownfields remediation and restoration, and Green New Deal Act (GNDAA) funding.	New program, more information forthcoming	\$50,000,000	\$15,000 for Environmental Justice Small Grants. Minimum for other programs, monitor for further information.	100 for Environmental Justice Small Grants. Minimum for other programs, monitor for further information.	\$150,000 for Environmental Justice Small Grants. Minimum for other programs, monitor for further information.	June 1, 2021 for Environmental Justice Small Grants. Monitor for Notice of Funding Opportunities for other programs.	A request for applications from April 2021 for the Environmental Justice Smart Grants component of this funding may be viewed here: https://www.epa.gov/efr/efr-2021-01-21-0.pdf	One-time funding increase from American Rescue Plan Act, monitor for further agency guidance.	Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Community Resilience, Electric Vehicles/Charging Equipment, Renewable Energy, Energy Storage, Building Efficiency Retrofits, Building Weatherization, Disaster Recovery, Workforce Development, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal
Not Eligible	New	Environmental Justice Small Grants (EJSG) Process	To improve the environment and public health conditions of low-income communities and communities of color through the development of local equity and low-rental housing for and address disproportionate environmental or public health burdens and risks in minority populations or low-income populations under designated sections of environmental statutes.	Environmental Protection Agency (EPA)	Office of Environmental Justice	Eligible entities include non-profits, teachers, local governments, and tribal organizations.	Not required	\$7,300,000	\$75,000	100	\$75,000	June 1, 2021	Determine which program - The Environmental Justice Small Grants Program (EJSG) or the EJ Collaborative Problem-Solving Program (EJCS) which is issued separately to apply for. Be aware, an application can receive an award under one of these programs - not both - so you need to carefully consider which one to apply for. While you are not prohibited from applying for both, you can only receive an award under one of them.	In short, EJCS funding under the other competition is designed for organizations that are more established and familiar with federal grants, while EJSG funding is designed for organizations that are 1) more recently established and/or just starting out, 2) have smaller staffs and operating budgets, and/or 3) have never received federal grant before.	Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Workforce Development, Retaining & Building Capacity, Community Resilience, Nature Based Solutions	Planning, Implementation/Construction	Grant - Competitive/Discretionary	Non Profit, Tribal
Not Eligible	Existing - No Increase	Federal Lands Management Program (FLMP)	To improve the transportation infrastructure owned and maintained by Federal Lands Management Agencies.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	The program focuses on improving federal lands transportation facilities (FTFs) that are located on, adjacent to, or provide access to federal lands. The FTFs must be owned and maintained by the federal government and must be included in the national FTF inventory.	Not required	\$43,968,000	\$20,000,000	N/A	N/A	TBA	N/A	N/A	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority
Not Eligible	New - No	Federal Share Trucking Pilot Program	To give up to 10 States additional flexibility to determine the federal share on a project, multiple projects, or program basis for projects under any of the following funded under the National Highway Performance Program, the Surface Transportation Block Grant Program, the Highway Safety Improvement Program, the Congestion Mitigation and Air Quality Improvement Program, National Highway Freight Program, the Carbon Reduction Program, and the RADICT grant program.	Department of Transportation (DOT)	N/A	All states are eligible for this program.	Not required	N/A	N/A	10	N/A	TBA	N/A	N/A	Any or All, Electricity, Buildings, Industry, Resilience & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resilience, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block, Grant - Competitive/Discretionary	State
Not Eligible	New	Wood Skills Collaborative (American Rescue Plan Act)	To build and strengthen regional workforce training systems and sector partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good paying jobs.	Department of Commerce	Economic Development Administration (EDA)	States, local governments (including cities, counties, special district governments, and public utilities), federally recognized tribal governments, nonprofits, labor unions, institutions of higher education.	Not required (depends on economic impact and demand)	\$500,000,000	\$25,000,000	16	\$10,000,000	January 26, 2022	EDA is looking to fund within the following phases: System Development, Program Design, and Program Implementation. Applications are strongly encouraged to submit with EDA regarding methods of encouraging cuts to the budgeting of funds. EDA has further determined that due to the pervasive nature of the economic impacts of the pandemic, any project that would address those impacts by creating or retaining jobs or increasing the economic diversity/resilience of a region is eligible for funding. For example, an infrastructure project that creates new jobs in a region is responsive to the requirement that the funds be spent to respond to "economic injury as a result of coronavirus."	Program is designed to support the needs of an applicant's identified regional workforce system through a single integrated award. EDA will make awards to enter the system lead entity of a regional workforce system or the Backbone Organization of a sector of partnership as the lead applicant.	Resilience & Recovery	Community Resilience, Workforce Development, Retaining & Building Capacity	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - No	Grants for Electric Efficiency, Transportation and Air Quality at Public Schools	To make energy efficiency, renewable energy, and alternative fuel vehicle upgrades and improvements at public schools.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include local educational entities, nonprofits, for-profit and not-for-profit organizations that have the knowledge and capacity to assist with energy improvements. See states for more information on eligible project types.	TBA	\$500,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	Secretary shall give priority to an eligible entity - (A) that has renovation, repair, and improvement funding needs, (B) that, as determined by the Secretary, serves a high percentage of students, including students in a high school in accordance with paragraph (1), who are eligible for a free or reduced price lunch under the Richard M. Nixon National School Lunch Act (42 U.S.C. 1751 et seq.), or (C) the partnering local educational agency of which is designated with a school district local code of 41, 42, or 43 (indicating rural location), as determined by the National Center for Education Statistics in consultation with the Bureau of the Census; and (C) that leverages private sector investment through energy related performance contracting.	Eligible projects include projects that result in a net reduction in school energy costs, leads to an improvement in teacher and student health, including indoor air quality and addresses energy needs, includes the installation of renewable energy technologies, includes alternative fuel vehicle infrastructure on school grounds for use in school buses or the general public, the purchase or lease of alternative fuel vehicles to be used by a school.	Electricity, Transportation, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Electric Vehicles/Charging Equipment, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Non Profit
Not Eligible	Existing - Constant	Green Jobs, Skills Training, and Technical Assistance Grants	To help communities develop and implement plans that reduce unemployment, increase the number and size of green jobs in urban areas, improve the health of local streams, and the Chesapeake Bay, and enhance quality of life and community vitality.	Environmental Protection Agency (EPA)	EPA Region 3, Chesapeake Bay Trust	Funding can be applied anywhere in the Chesapeake Bay watershed portion of EPA Region 3 (excluding New York).	Not required	\$490,000	Implementation \$100,000 Recreation grants \$50,000 Planning and design \$30,000	6	\$81,667	March 8, 2022	Up to \$15,000 for conceptual plans, up to \$30,000 for engineered designs, up to \$100,000 for implementation projects, up to \$50,000 for community greening projects, up to \$20,000 for water studies.	Since 2010, the G3 Partnership has awarded 60 grants to 47 Atlantic communities. These grants have resulted over \$5.5 million in green infrastructure and resulted in over \$9 million in G3 projects. For additional information and case studies, visit https://www.eep.gov/g3/g3-grant-fact-sheet	Buildings, Transportation, Resilience & Recovery, Electricity	Smart Growth, Renewable Energy, Community Resilience, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit
Not Eligible	Existing - Constant	Local State	Eligible project topic areas may vary by year. In 2020, the eligible topic areas for projects, which can be viewed here: https://www.grants.gov/web/grants/search-grants.html?keywords=12	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Local governments are eligible to apply as sub-applicants to states. Primary applicants must have a FEMA approved mitigation plan.	Typically, 20% match required	\$64,000,000	\$9,000,000	21	\$3,047,619	Summer 2021	Prior to applying for funding, consider forming a task force or regional group focused on giving the most promising use cases for hydrogen deployment and with local economic growth. Previous recipients were predominantly private companies or universities.	2021 funding solicitation has not yet been announced, but you can find the selected recipients from 2020 here: https://www.energy.gov/eere/efrc/2020/03/19/efrc-h2-at-state-new-markets-1st-selection-for-review.pdf	Electricity, Transportation, Industry	Renewable Energy, Energy Storage, Retaining & Building Capacity, Workforce Development, Clean Tech	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Remodel	Hazard Mitigation Grant Program (HMGP)	To reduce vulnerability of communities, economies, individual and community safety and recovery, lessens response and recovery needs, results in safer communities.	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Local governments are eligible to apply as sub-applicants to states. Primary applicants must have a FEMA approved mitigation plan.	Typically, 20% match required	Subject to a sliding scale formula based on the estimated cost of disaster assistance.	N/A	N/A	N/A	Within 12 months of the date of the presidential major disaster declaration.	States with enhanced mitigation plans can qualify for up to 20% of the cost/assistance needed, not to exceed \$5.2 billion.	To determine eligibility for federal disaster declaration funding, please check FEMA's website at https://www.fema.gov/disasters/federal-declarations	Resilience & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Community Resilience, Electric Grid Upgrades	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal
Not Eligible	Existing - No Increase	Superfund Technical Assistance for Communities	EPA's Superfund program is responsible for cleaning up some of the nation's most contaminated lands. To support healthy communities and strengthen environmental protection, EPA works closely with communities to make sure they have the technical help they need. EPA provides additional assistance to communities through a variety of technical assistance products and tools, listed below.	Environmental Protection Agency (EPA)	Office of Land and Emergency Management (OLEM)	Types of technical assistance include a needs assessment, community education, independent technical advisors, and site decision planning.	Not required	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Industry, Resilience & Recovery, Electricity	Renewable Energy, Energy Storage, Clean Manufacturing & Supply Chain, Buildings	Planning	Technical Assistance	State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	New	Weatherization and Home Energy Conservation Grants	To support demonstrations in up to 5 communities that are served by both a HUD funded LHC program and a DOE funded WAP to demonstrate the potential advantages of the coordination of home energy services.	Department of Housing & Urban Development (HUD)	Office of Lead Hazard Control and Healthy Homes	Applicants must not have any outstanding rights matters, have an LHC program with a HUD grant that is active until October 1, 2022 or longer, have two years of experience conducting lead hazard control and healthy homes interventions with HUD grant support, have maintained a minimum of 10,000 designations for the last two Quarterly Reports in 2019, and have a weatherization program that is a current DOE Weatherization Assistance Program grantee.	Not required	\$5,000,000	\$1,000,000	5	\$1,000,000	August 17, 2021	N/A	Program funding expires in 2024.	Buildings	Building Weatherization, Building Efficiency Retrofits, Building Electrification	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority
Eligible - Considering	New - No	Healthy Streets Program	To deploy cool and/or porous pavements and to expand tree cover to mitigate urban heat islands, improve air quality, and reduce the impact of impervious surfaces, storm water runoff and food waste, and have impacts to infrastructure and communities.	Department of Transportation (DOT)	TBA	Eligible applicants include states, local governments, and metropolitan planning organizations (MPOs), tribal governments, and nonprofits.	20% match required	\$100,000,000	\$15,000,000	N/A	N/A	TBA	This joint LHM/KWM handbook for local governments can guide planners with examples and best practices: https://www.mdot.gov/sustainable-urban-cooling-handbook/	\$500,000,000 in funding, eligible over five years.	Transportation, Resilience & Recovery, Buildings	Community Resilience, Smart Growth, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Constant	High Energy Cost Savings Measure to High Energy Cost Communities	To assist energy providers and other eligible entities in lowering energy costs for families and individuals in areas with extremely high per household energy costs (75% of the national average or higher).	United States Department of Agriculture (USDA)	Rural Development	Eligible areas must demonstrate annual average household energy costs exceeding 275% of the national average under benchmarks. The program finances the acquisition, construction or improvement of facilities serving at least 100 communities as well as equipment, materials, activities, land, right of way acquisition, professional expenses, engineering, and permitting for electric generation, transmission, and distribution facilities. This includes a carve out for eligible tribal communities.	Not required	\$10,000,000	\$3,000,000	10	\$1,000,000	July 8, 2021	N/A	N/A	Electricity, Buildings	Building Weatherization, Building Efficiency Retrofits, Renewable Energy, Energy Storage	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Considering	Existing - Increase	Highway Safety Improvement Program (HSIP)	To reduce traffic fatalities and serious injuries on all public roads, including non-State owned public roads and roads on tribal lands. The program requires a data driven strategic approach to improving highway safety on all public roads that focuses on performance.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Funds are distributed to each state. Funded projects must be consistent with the State's strategic highway safety plan (HSIP). Most eligible activities are infrastructure safety or related. Up to 10% of funding can be used to fund certain non-infrastructure activities and behavioral safety projects, such as educational campaigns about traffic safety and enforcement activities.	20% match required	\$8,111,500,000	N/A	N/A	N/A	N/A	N/A	N/A	Transportation	Public Transit, Smart Growth	Implementation/Construction	Grant - Formula/Block, Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Constant	HOME Investment Partnerships Program (HOME)	To provide funding grants to states and localities to fund a wide range of activities including building, leasing, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.	Department of Housing & Urban Development (HUD)	N/A	Participating jurisdictions may choose among a broad range of eligible activities using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homeowners, build or rehabilitate housing for rent or homeownership, or for other reasonable and necessary expenses related to the development of non-luxury housing.	25% match required	Varies	States receive no less than \$1,000,000	Varies by state	Varies by state	Rolling	States are automatically eligible for HOME funds and receive either their formula allocation or \$3 million, whichever is greater. Local jurisdictions eligible for at least \$500,000 under the formula (\$315,000 in years when Congress appropriates less than \$1.5 billion for HOME) also can receive an allocation.	N/A	Buildings	Renewable Energy, Building Weatherization, Building Efficiency Retrofits, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block, Technical Assistance	State, Municipality, Public Agency/Local Authority, Non Profit

Federal Funding Opportunities																			
VEIS Status	Program Details	Agency	Eligibility	Funding	Deadline	Filter Criteria													
Eligibility Status	Year or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (\$100k)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Not Eligible	Existing - Increase	Rural Electrification Grants (REIG)	To repair or rehabilitate housing owned or occupied by low and very low income rural citizens, to assist rural property owners and cooperative housing complexes in repairing and rehabilitating units made available to low- and very low income rural citizens.	United States Department of Agriculture (USDA)	Rural Development	Applicants must have the necessary background and experience with proven ability to perform the responsibilities of repair and rehabilitation of low-income housing. This program includes carve out for eligible tribal communities.	Not required	\$16,000,000	\$50,000	160	\$100,000	July 11, 2022	N/A	To assist with any inquiries and/or resources in your area, please see the Rural Development State Office for your state.	Electricity, Buildings	Building Weatherization, Building Efficiency Retrofits, Building Electrification	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Increase	Hydroelectric Efficiency Improvement Incentives	To provide incentives for improvements to hydroelectric facilities that increase their efficiency by at least 3%.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include any owners or operators of hydroelectric facilities at existing dams. Eligible projects include capital improvements to the facilities that are directly related to improving the efficiency.	10% match required	\$75,000,000	\$5,000,000	N/A	N/A	Expected mid 2023	N/A	N/A	Electricity	Building Efficiency Retrofits, Community Resilience, Building Weatherization	Design/Engineering, Implementation/Construction	Unknown/Other Incentive	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Increase	Hydroelectric Production Incentives	To provide funding for projects adding hydroelectric power generating capabilities to existing dams and other water infrastructure.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Any owner or authorized operator of a hydroelectric generation facility may apply for incentive payments for net electric energy generated by and sold from its operation during the eligibility window, which began on October 1, 2005, and concludes on September 30, 2027.	Not required	\$7,000,000	\$1,000,000	N/A	N/A	February 10, 2022	More information can be found here: https://www.energy.gov/sites/default/files/2021/12/incentive_242_guidance_for_2021_solicitation.pdf	The Incentive is \$0.028/kWh in 2005 dollars. The EIA authorizes the appropriation of \$75 million for the program.	Electricity	Renewable Energy	Implementation/Construction	Unknown/Other Incentive	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal
Not Eligible	New - IFA	Regional Clean Hydrogen Hubs (H2Hubs)	To develop at least 4 regional clean hydrogen hubs that: 1) Demonstrate and the achievement of the clean hydrogen production standard developed; 2) Demonstrate the production, processing, delivery, storage and end use of clean hydrogen; and 3) Can be developed into a national clean hydrogen network to facilitate a clean hydrogen economy.	Department of Energy (DOE)	Office of Clean Energy Demonstrations (OCED)	Hydrogen hubs would need to demonstrate all components including the production, processing, delivery, storage, and end use of clean hydrogen. Clean hydrogen is defined as hydrogen produced with a carbon intensity equal to or less than 2 kilograms of carbon dioxide (CO2) equivalent per kilogram of hydrogen produced at the site of production per kilogram of hydrogen produced.	50% match required	\$8,000,000,000	\$1,250,000,000	4	\$1,000,000,000	Expected in September/October 2022	According to the RFA Act, at least 1 regional clean hydrogen hub needs to demonstrate hydrogen production from fossil fuels, at least 1 from renewable energy, and at least 1 from nuclear energy. Besides, at least 1 regional hub shall demonstrate the end-use of clean hydrogen in the electric power generation sector, 1 in the industrial sector, 1 in the residential and commercial heating sector, and 1 in the transportation sector. It is also required that at least 2 hydrogen hubs be located in the regions of the United States with the greatest natural gas resources.	The notice of intent (NOI) to issue a FOA can be found here: https://www.energy.gov/sites/default/files/2022/02/h2hub-foa-notice-of-intent.pdf	Electricity, Industry	Renewable Energy, Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New	Inclusive Energy Resilience Program (IERP)	To support ongoing and/or proposed activities related to climate and clean energy that support, build trust, and strengthen relationships and partnerships with disadvantaged communities. Specifically, this site seeks to enable and enhance business and technology incubation, acceleration, and other community based and university based entrepreneurship and innovation in climate and clean energy technologies.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE), Office of Economic Impact and Diversity (EID)	The intent of this program is to support national competitiveness and jobs participation in labor recruitment programs are not eligible to compete.	Not required	\$2,500,000	\$200,000 (Phase 1)	10	\$100,000 (Phase 2)	February 28, 2022	Successful organizations will not necessarily need to have expertise in "deep tech" systems and incubation and/or in working with large research institutions but should demonstrate strong community ties and serve as bridges between DOE and researchers with whom DOE has not previously engaged. Additionally, DOE seeks to support clean energy projects that focus on design beyond design and engineering. This may include design, training, and community ownership of clean energy and/or infrastructure at the local or state level.	This is a new program and it splits into two phases. Phase 2 will be open to the winners of Phase 1 roughly 22 months after winners are announced. Phase 2 will offer a total of \$100,000 in bonus prizes to further develop Phase 2 activities. Program rules for Phase 2 can be found here: https://www.energy.gov/sites/default/files/2022/02/ierp-foa-notice-of-intent.pdf	Any or All, Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resilience, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilience & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering	Grant - Competitive/Discretionary	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Increase	Indian Energy Program	To promote Indian tribal energy development, efficiency, and use, reduce or stabilize energy costs, enhance and strengthen Indian tribal energy and economic infrastructure relating to natural resource development and identification, and bring essential power and services to Indian land and the homes of tribal members.	Department of Energy (DOE)	Office of Indian Energy Policy and Programs	Eligible entities include an Indian tribe, a tribal organization, a tribal energy development organization, or a tribal trust or a trust in which the majority of residents are Native (as defined under the Alaska Native Claims Settlement Act) or enrolled members of a federally recognized tribe or village.	Yes, 50% match typically required, tribal organizations may qualify for as low as a 10% match	\$30,000,000	N/A	N/A	\$453,696	Rolling	N/A	Reauthorizes the previously lapsed program at an increased amount (from \$20M to \$30M annually) for FY 2021-2025.	Electricity	Renewable Energy, Energy Storage, Workforce Development, Building Efficiency Retrofits	Planning	Loan, Grant - Competitive/Discretionary, Technical Assistance	Tribal
Not Eligible	New	Indigenous Communities Economic Recovery Act (ICEIRA)	To develop and execute economic development projects that Indigenous communities need to recover from the pandemic and to create the conditions for economic growth in Indigenous communities and to accelerate economic recovery from the pandemic.	Department of Commerce	Economic Development Administration (EDA)	Only eligible for Indian Tribes, a consortium of Indian Tribes, or other public or private non-profit entities serving Native Hawaiians, Native Pacific Islanders of Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, or the Republic of Palau.	Not required	\$100,000,000	\$5,000,000	50	\$2,000,000	April 18, 2022	N/A	EDA plans on funding construction and non-construction projects that cost between approximately \$100,000 and \$1,000,000 under the ICEIRA.	Resilience & Recovery	Community Resilience, Workforce Development, Resilience & Building Capacity	Planning	Grant - Competitive/Discretionary	Tribal
Not Eligible	Existing - Increase	Infrastructure for Building America (IBFA)	To fund transportation projects of national and regional significance that are in line with the Biden Administration's priorities for national infrastructure projects that result in good paying jobs, improve safety, apply transformative technology, and help address climate change and social equity.	Department of Transportation (DOT)	Build America Bureau	Eligible INBRA project costs may include: reconstruction, rehabilitation, expansion of existing (including land-related to the project and improvements to the land), environmental mitigation, construction (including equipment acquisition, and operational improvements directly related to system performance.	40% match required	\$485,000,000	Large projects must request a minimum of \$25 million. Small projects must request a minimum of \$5 million.	N/A	N/A	May 23, 2022	New consideration has been given to project labor agreements and local hiring as important aspects of economic vitality and innovative project delivery. The selection criteria has also been updated to include technology such as vehicle-to-infrastructure communications and driverless vehicles.	The FY 2022 INBRA competition continues to focus on themes of supporting economic vitality, leveraging federal funding, innovation, and performance and accountability, in addition to the two new criteria.	Transportation, Industry	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Continue	National Park System (NPS)	To fund state and tribal governments for the acquisition and development of public parks and other outdoor recreation sites.	Department of Interior (DOI)	National Park Service (NPS)	Funding is provided to state and tribal governments to administer localized matching grant programs. All projects must be aligned with the priorities listed in their respective state's recreation plan (sometimes called a SCORP), which address the demand for and supply of recreation resources. (local, state, and federal) within a state and identify needs and new opportunities for recreation improvements.	50% match required unless otherwise specified	Varies by state	Varies by state	Varies by state	N/A	Varies by state	N/A	Each state has its own priorities and selection criteria (aligned to its own particular needs and unique opportunities), and because individual states make the decisions, in effect, about which projects will receive NPS grants, the first step for potential applicants is to contact the cooperating State office to find out about local application deadlines, state priorities, and selection criteria.	Transportation	Smart Growth, Nature Based Solutions	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - Increase	Land and Water Conservation Fund (LWCF) Outdoor Recreation Incentives Program	To enable urban communities to create new outdoor recreation spaces, rehabilitate existing parks, and form connections between people and outdoor environments in underserved communities. Projects should support locally led, voluntary conservation and restoration efforts that address the nature and climate crisis, improve equitable access to the outdoors, and strengthen the economy.	Department of Interior (DOI)	National Park Service (NPS)	The lead state agency may submit on behalf of themselves or another eligible sub-recipient. Eligible sub-recipients (i.e., project sponsors) include state agencies, local units of government (state/public subdivisions such as cities, counties, and special purpose districts such as park districts), and federally recognized Indian Tribes. For a project to be eligible the sub-recipient must be a jurisdiction of at least 10,000 people, AND be situated within or contiguous with the geographic boundary of one of the 107 designated areas (DA) delineated by the Census Bureau.	50% match required	\$182,000,000	\$10,000,000	30	\$6,400,000	May 31, 2022, but each state process/deadline will vary	N/A	Each state has its own priorities and selection criteria (aligned to its own particular needs and unique opportunities), and because individual states make the decisions, in effect, about which projects will receive these grants. The first step for potential applicants is to contact the cooperating State office to find out about local application deadlines, state priorities, and selection criteria. Ensuring your project aligns with State Comprehensive Outdoor Recreation Plan (SCORP) will be key to a competitive application at both the state and federal levels.	Transportation	Smart Growth, Nature Based Solutions	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	New	Local Energy Access Program (LEAP) Pilot Initiative	To provide energy burdened, low income communities with (a) historic ties to the fossil fuel economy or (b) environmental justice concerns with technical assistance to identify clean energy pathways and advance existing clean energy plans.	Department of Energy (DOE)	N/A	All applicants, including tribal nations and territories must have 10% of the community population classified as low income and high or severe energy burden (median spending of household income on energy bills 25%).	Not required	N/A	N/A	24-36	N/A	December 25, 2021 (Registration period applies ending December 31, 2021 (Application deadline)	Participating DOE offices include the Office of Energy Efficiency and Renewable Energy (EERE), Electricity (EIS), Policy (EIS), Indian Energy (EIS), Fossil Energy and Carbon Management (EIS), Energy (EIS), Economic Impact and Diversity (EID). To learn more about past awardees, see here: https://www.energy.gov/eere/leap/leap-awardees	Any or All, Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resilience, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilience & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain, Building Electrification, Electric Grid Upgrades	Planning, Design/Engineering	Technical Assistance	Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New	New GHG Vehicle Technologies Research, Development, and Deployment (RDODD)	To develop and accelerate the charging infrastructure and drastically reduced GHG emissions in support of Administration goals. This FOA is intended in electric vehicle community partner demonstration projects and electric vehicle workplace charging projects.	Department of Energy (DOE)	Vehicle Technologies Office	Project must include EVs and charging infrastructure in underserved communities and multi-family housing and/or curbside charging equipment in rural (non-urbanized) areas may be included as part of a consolidated State proposal.	50% match required for community EV charging, 20% match required for EV workplace charging	\$24,000,000	\$6,666,667	3-6	\$4,000,000	July 12, 2021	A request note was due by May 13th, 2021 in this application cycle. Check for future applications if a request note is due as part of the process 2-3 months in advance of the office deadline.	N/A	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Increase	Low Income Home Energy Assistance Program (LIHEAP) State Plan Act	To provide assistance to low-income households for home energy heating and cooling costs. Federal grants provided to states, territories, and tribal governments. These entities set program guidelines and work with local providers to implement services. These program guidelines include income limits and what services may qualify (e.g., direct bill assistance with heating and cooling, weatherization, furnace or AC replacement). There is also a carve-out for tribal communities.	Department of Health and Human Services (HHS)	Office of Community Services	Eligible projects include income limits that are set federally (most target households with incomes no greater than 150% of the federal poverty guidelines of 60% of the state median income), beyond this state guarantees set program guidelines. These program guidelines include income limits and what services may qualify (e.g., direct bill assistance with heating and cooling, weatherization, furnace or AC replacement). There is also a carve-out for tribal communities.	Not required	\$4,500,000,000	N/A	N/A	N/A	No application required	Funds expire in September 2022, so be sure to pursue these while funding lasts.	Electricity, Buildings	Building Weatherization, Building Efficiency Retrofits, Building Electrification	Implementation/Construction	Grant - Formula/Block	State, Tribal	
Not Eligible	Existing - IFA Increase	Low or No Emission Vehicle Incentives (LEVI)	To support the purchase or lease of zero-emission and low-emission transit buses, including acquisition, operation, and leasing of required supporting facilities such as charging, fueling, and maintenance facilities.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible applicants include designated recipients of FTA grants under the Section 5303 (b)(2) and (b)(3) program, States, local government authorities, and Indian Tribes. Proposals for funding projects in rural (non-urbanized) areas may be included as part of a consolidated State proposal.	50-15% match required	\$1,100,000,000	N/A	400-500	expected due to 10% increase in funding annually	TBA	May 31, 2022	In 2021, DOT funded 140 million across 49 awards. The program has 10% increase in funding for 2022 and subsequent years, so expect more awards per year as well. Selected projects can be found here: https://www.transportation.gov/leap/leap-awards	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal

VKB Status		Program Details			Agency		Eligibility		Funding				Deadline		Other Notes		Filter Criteria			
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (Estimated)	Announced or Anticipated	Helpful Tips		Sector	Type of Project	Phases of Project	Resource Types	Applicant Types	
Not Eligible	Existing - IIA Increase	Hydroelectric and Small Hydroelectric Incentives	To incentivize owners and operators of hydroelectric facilities for capital improvements related to improving and enhancing hydroelectricity generation by improving grid resiliency, improving dam safety, and environmental improvements.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	An eligible hydroelectric facility must be (1) a project licensed by the Federal Energy Regulatory Commission, an approved, awarded, or reinstated pursuant to a permit or valid existing right of way granted prior to June 30, 2020, or a license granted pursuant to the Federal Power Act; (2) placed into service before enactment of the IIA; and (3) compliant with all applicable Federal, Tribal, and State requirements (or will be compliant as a result of proposed capital improvements).	10% match required	\$518,600,000	\$5,000,000	TBA	TBA	TBA	N/A	\$518,600,000 in funding available until expended	Electricity	Renewable Energy	Implementation/Construction	Utilities/Other Executive	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New - IIA	Watershed Protection Infrastructure	To fund programs to plug, remediate, and reclaim orphaned wells on Federal, State, and Tribal lands.	Department of Energy (DOE)	TBA	In general, States and Tribal governments may use funds to: (a) plug, remediate, or reclaim orphaned wells; (b) remediate soil and restore riparian access habitat degraded by orphaned wells or well facilities/infrastructure; (c) remediate land adjacent to orphaned wells and decommission or remove well facilities/infrastructure; (d) provide an online public accounting of the cost of plugging, remediation, and reclamation; or (e) identify and decommission orphaned wells. States may use funds to label, track, methane, other gas, and contaminated water associated with orphaned wells, and (f) address disproportionate burdens on disadvantaged communities.	TBA	\$4,425,000,000	\$25,000,000 per well	TBA	TBA	TBA	Various grant types exist within this program. Applicants are encouraged to study guidelines closely.	\$4,425,000,000 in funding available until expended	Resiliency & Recovery, Industry	Community Resiliency, Retaining & Building Capacity, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Formula/Block Grant, Concept/Over/Secretary	State, Tribal	
Eligible - Considering	New	Microgrid and Distributed Energy Resources	To promote the development of integrated micro grid systems for lateral communities and micro grid systems to increase the resilience of critical infrastructure. Focus on micro grid systems powered or operated by isolated communities, rural electric co-ops, and municipal governments.	Department of Energy (DOE)	N/A	Eligible entities include states, Indian Tribes, regional entities and regulators, local units of government, institutions of higher education, and private sector entities.	Yes, match required	\$15,000,000	\$500,000	20	\$750,000	New program - deadline unknown	(A) complete generation from both conventional and renewable energy resources and (B) may use grid scale energy storage	In carrying out the program, the DOE Secretary shall consider the capacity of the local workforce to operate, maintain, and repair a integrated micro grid system as well as opportunities to increase that capacity. Funding requires in 2025.	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency, Workforce Development, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Tribal, Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Constant	Superfund Sites (SIS)	To address important environmental priorities under existing statutes, such as advancing environmental justice and addressing climate change, including development and enforcement of regulations requiring that sources of contaminants clean up and remediate affected areas, the cleanup and/or remediation activities such as site assessment and sampling, and public outreach for site specific work.	Environmental Protection Agency (EPA)	N/A	Eligible recipients are generally state agencies that carry out the federally funded environmental programs. There is a 15% funding carve out for rural communities.	Not required	\$10,000,000	N/A	N/A	N/A	July 9, 2021	This year, EPA seems to be prioritizing using funds to address on- and off-pollutants/substances (PFAS)	Electricity, Transportation, Industry	Renewable Energy, Energy Storage, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Building/Elec	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Tribal		
Not Eligible	New - IIA	National Electric Vehicle Charging Program	To deploy EV charging infrastructure and establish a new loan Office of Energy and Transportation within USDOE and DOE. Additional funds will be used to build and deploy EV charging infrastructure and establish an interconnected network to facilitate data collection, access, and availability.	Department of Transportation (DOT), Department of Energy (DOE)	Federal Highway Administration (FHWA)	Eligible projects include acquisition and installation of electric vehicle charging infrastructure; (2) repair, operation and maintenance of electric vehicle charging infrastructure; and (3) data sharing about electric vehicle charging infrastructure. Projects may include electric vehicle charging infrastructure installed on any public road or in other publicly accessible locations.	10% match required	\$1,000,000,000	Varies by state	TBA	TBA	Expected 4th quarter 2022	N/A	N/A	Transportation	Electric Vehicles/Charging Equipment	Implementation/Construction	Grant - Formula/Block, Technical Assistance	State	
Not Eligible	New - IIA	National Highway System Performance Program	To support the condition and performance of the National Highway System (NHS), construction of facilities on the NHS and progress toward targets established in States, NHS asset management plans, recent updates on or receive NHS resilience to sea level rise, extreme weather events, flooding and other natural disasters.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	NHPF funds may be used for a project on a "eligible facility" that is a project, part of a program of projects, or an eligible activity supporting progress toward national performance goals for improving infrastructure condition, safety, congestion reduction, system reliability, or freight movement on the NHS. Projects must be identified in the Statewide Transportation Improvement Program (STIP) Transportation Improvement Program (TIP) and be consistent with the Long Range Statewide Transportation Plan and the Metropolitan Transportation Plan(s).	20% match required, 10% match required for innovative projects	\$138,000,000,000	N/A	TBA	TBA	TBA	The IIA recently amended NHPF to provide for (1) the undergrounding of public utility infrastructure carried out in conjunction with a project otherwise eligible under this section, (2) resiliency improvements on the National Highway System, including protective features described in subsection (3)(D), and (3) the implementation of activities to protect segments of the National Highway System from cybersecurity threats. Applicants are encouraged to speak to these new priorities.	Transportation	Community Resiliency, Public Transit, Smart Growth	Implementation/Construction	Grant - Formula/Block	State		
Not Eligible	Existing - Decrease	Natural Resource Conservation Grant Program	To help mitigate adverse impacts related to oil and gas development within the NFA.	Dept. Commission	Alaska Division of Community and Regional Affairs	Municipalities must be in Alaska, within the National Petroleum Reserve, and demonstrate a project or foreseeable future project of oil or gas exploration, production, or transportation activities in the NFA.	Not announced	\$8,100,000	N/A	15	\$606,667	November 15, 2022 (deadline)	Expected number of allocations based upon FY2021 projects recommended for funding. Prior years have funded between 3 and 30 projects.	Any or All, Electricity, Transportation, Building, Industry, Resiliency & Recovery	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Transportation, Building, Industry, Resiliency & Recovery, Smart Growth, Workforce Development, Retaining & Building Capacity, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality		
Not Eligible	Existing - IIA Increase	Wilderness Study and Federal Lands Projects (WSFLP)	To provide funding for the construction, reconstruction and rehabilitation of nationally significant projects within adjacent lands, or across Federal and Tribal lands.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	In general, 50% of funds shall be reserved for eligible Federal land and Federal and across transportation facilities. 50% shall be reserved for eligible projects on Tribal project lands as defined in section 103(a) of title 23, United States Code. At least one eligible project shall be in a unit of the National Park System with no less than 3 million annual visitors.	10% match required	\$25,125,000	\$62,667,500	3	\$42,783,167	October 21, 2022	This funding is geared towards larger projects. The NSFLP Program provides discretionary funding for projects that have an estimated construction cost of at least \$12.5 million. Construction projects with an estimated cost equal to and exceeding \$50 million receive priority consideration in the selection process.	Transportation	Community Resiliency, Smart Growth, Public Transit	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal		
Not Eligible	Existing - Increase	Eastern Shore Economic Development	To support economic diversity, enhanced job training and re-employment opportunities, create jobs in existing or new industries, and attract new sources of investment in communities affected by job losses in coal mining, coal power plant operations, and coal-related supply chain industries.	Department of Commerce (DOC)	Regional Development Administration (RDA)	Applicants must be an eligible Appalachian community across the 23 State region. https://www.arc.gov/appalachian-counties served by ARC.	20% match required, 10% match required for innovative projects	\$28,000,000	\$1,500,000	288	\$82,387	April 4, 2022	Partnerships that leverage existing educational programs or industry collaborations are highly encouraged. Regional consortia and public-private partnerships are viewed particularly favorably and also highly range of strengths and non-federal leverage. Consider involving ARC staff in appropriate inter-agency roundtables or community events to help your region target their input directly in your State Memorandum for funding support.	Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency, Smart Growth	Implementation/Construction, Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	New	Passenger Ferry Service	To support existing passenger ferry services, establish new ferry service, and to repair and modernize ferry boats, terminals, and related facilities and equipment.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Applicants must be designated recipients or eligible direct recipients of Section 5302 funds. Eligible projects are capital projects for the purchase, construction, replacement, or rehabilitation of ferries, terminals, related infrastructure, and related equipment. Projects are required to support a passenger ferry service that serves an unimproved area and may include services that operate between an unimproved area and non-unimproved areas.	Match required	\$16,500,000	N/A	30	\$1,216,667	September 8, 2022	If an applicant does not currently have an active Urbanized Area Formula Program grant with FTA, the applicant is encouraged to contact the FTA Ferry Program manager for assistance with determining if it is eligible to receive funds under the Ferry Program.	Transportation	Public Transit, Electric Vehicles/Charging Equipment, Smart Growth, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal		
Not Eligible	Existing - Constant	Transportation Planning Grants	To conduct comprehensive planning that supports economic development and identifies, leverages, and provides access to and accessibility, improves transit access for pedestrians and bicycle users, engages the private sector, identifies infrastructure needs, enables mixed use development, near transit stations, and addresses climate change, challenges facing environmental justice populations, and racial equity and barriers to opportunity.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	An applicant must be the project sponsor of an eligible transit capital project or be the land use planning authority for the project sponsor of an eligible transit capital project. Evidence of a partnership between these two types of entities will be required unless the applicant has both responsibilities.	20% match required	\$18,160,021	N/A	21	\$398,188	July 29, 2022	Competitive projects should be transformative in nature and cover an entire transit capital project corridor, rather than involve planning for individual station areas or only a small section of the corridor.	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All		
Not Eligible	Existing - Constant	Partnership Planning	To support economic development, foster job creation, and attract private investment in economically distressed areas by creating and implementing regional economic development plans to build capacity and guide prosperity and resilience.	Department of Commerce (DOC)	Economic Development Administration (EDA)	Requirements vary by the two programs in this opportunity: the planning program and the local assistance program. Both that eligible applicants for Partnership Planning awards are limited to EDA designated District of Columbia and Indian Tribes, other entities are not eligible for Partnership Planning awards.	50% required with exception for regions of economic distress	\$23,000,000 for planning grants, \$10,000,000 for local assistance program	\$300,000	300-450 planning grants, 30-50 local assistance grants	\$70,000 for planning grants, \$130,000 for local assistance grants	Rolling	N/A	Under the Planning program, EDA makes Partnership Planning, Short-Term Planning, and State Planning awards to eligible recipients to create and implement regional economic development plans designed to build capacity and guide the economic progress and resiliency of an area or region. More specifically, EDA makes Partnership Planning investments to designated planning organizations (i.e., District Organizations) serving EDA designated Economic Development Districts and to Indian Tribes to facilitate the development, implementation, revision, or replacement of Comprehensive Economic Development Strategies (CEDS), which articulate and prioritize the strategic economic goals of recipients' respective regions. Under the local Technical Assistance program, EDA makes awards to strengthen the capacity of local or State organizations, institutions of higher education, and other eligible entities to undertake and promote effective economic development programs through projects such as feasibility studies, impact analyses, disaster recovery plans, and project planning.	Electricity, Industry, Transportation, Buildings, Resiliency & Recovery, Any or All	Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency, Electric Vehicles/Charging Equipment, Building Electrification	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - IIA Increase	Port Infrastructure Development	To improve facilities within, or outside of and directly related to operations of, or an intermodal connection to coastal seaports, inland water ports, and Great Lakes ports.	Department of Transportation (DOT)	Maritime Administration	Eligible applicants include a port authority, a commission or its successors or agent under existing authority, a State or political subdivision of a State or local government, a Tribal government, a public agency or publicly chartered authority established by one or more States, a technical purpose device with a transportation function, a multistate or multi-jurisdictional group of entities, or a leadership consortium above jointly with a private entity or group of private entities.	10% match required	\$13,310,000	\$13,250,000 for small projects, large projects do not have this cap	TBA	TBA	July 29, 2022	In addition to updated program priorities, the applicants should still focus on how their projects would improve the safety, efficiency, and reliability of the movement of goods, support economic vitality and leverage federal funding.	Transportation, Industry	Electric Vehicles/Charging Equipment, Community Resiliency, Building Efficiency, Resiliency, Building Weatherization, Energy Storage, Renewable Energy, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority		

Federal Funding Opportunities																			
VXB Status	Eligibility Status	Program Details			Agency		Funding				Deadline		Helpful Tips	Other Notes	Filter Criteria				
		New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (Estimated)			Announced or Anticipated	Sector	Type of Project	Phases of Project	Resource Types
Not Eligible	New - RIA	Freezing Outlets and Enhancing the Resilience of the Electric Grid	To support activities, technologies, equipment, and measures meant to reduce the likelihood and consequences of electric grid damage in the face of extreme weather events.	Department of Energy (DOE)	Office of Electricity	Eligible recipients include: Electric Grid Operators, Electricity Storage Operators, Electric Grid Operators, Transmission Owners and Operators, Distribution Providers, Fuel Suppliers, States, Tribes. This program includes \$2.5 billion in matching grants for industry and \$2.5 billion in formula grants for states and American Indian tribes.	Match required for industry grants	\$5,000,000,000	TBA	TBA	TBA	TBA	This Program falls under a broader DOE Initiative: Building a Better Grid which includes multiple federal funding streams. For more information, see https://www.energy.gov/eere/ef/electric-grid-investments	Resiliency & Recovery	Community Resiliency, Energy Storage	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block Grant, Competitive/Discretionary	State, Public Agency/Local Authority, Tribal, Municipality	
Not Eligible	New - RIA	Prioritization Process Pilot Program	To establish a prioritization process pilot program to support state decision-makers in transportation planning that, on completion, can be evaluated for public benefit.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible entities include States and metropolitan planning organizations serving populations over 100,000. Grants may fund the development and implementation of publicly accessible, transparent prioritization processes to assess and select projects based on locally determined priorities, and to use such evaluations to inform the selection of projects to include in transportation plans.	TBA	\$10,000,000	\$2,000,000	TBA	TBA	TBA	N/A	Transportation	Public Transit, Electric Vehicles/Charging Equipment, Smart Growth	Planning	Grant - Competitive/Discretionary	State, Public Agency/Local Authority	
Not Eligible	Existing - Increase	Bridge Assets Bonds (BABs)	To provide private developers and operators with access to low-cost financing, thereby lowering the cost of capital and enhancing the investment process for transportation infrastructure.	Department of Transportation (DOT)	Build America Bureau	Projects must concern qualified highway or further freight transfer facilities. These generally include surface transportation projects, international bridge/tunnel projects, and rail-to-truck/truck-to-rail freight transfer facilities governed by Title 23, U.S. Code.	N/A	\$30 billion in exempt facility bonds	N/A	N/A	N/A	Rolling	In making application to the Department, applicants should note that there are no specific standards, beyond those set forth in applicable laws or regulation, that apply to the consideration of the applications. The intent is to provide maximum flexibility to the Secretary's award of the \$30 billion bonding authority. The Department is particularly concerned that once it makes an allocation, tax-exempt facility bonds are issued in timely fashion. Hence, if the schedules agreed upon in the final allocation action are not met, the allocation may be withdrawn.	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	State, Municipality, Public Agency/Local Authority	
Eligible - Considering	New - RIA	Resilient Grid and Resilient Communities	To coordinate and collaborate with electric sector owners and operators to demonstrate innovative approaches to transmission, storage, and distribution infrastructure to enhance and enhance resilience and reliability and demonstrate new approaches to enhance regional grid resilience.	Department of Energy (DOE)	Office of Energy Efficiency and Energy Reliability (EERE)	Eligible entities include states, combinations of states, Indian Tribes, unions of local government, and public utility commissions.	30% match required	\$1,000,000,000 for Energy Infrastructure Federal Financial Assistance, \$200,000,000 for Rural and Remote Areas	TBA	TBA	TBA	Expected 3rd quarter 2022	N/A	Electricity, Resiliency & Recovery	Community Resiliency, Energy Storage, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	New - RIA	Protecting Resilient Operations for Transportation (PROTECT) Formula Program	To improve the resiliency of transportation infrastructure, including community resilience and evaluation grants, and at-risk coastal infrastructure grants.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	States are designated recipients for formula allocations of the PROTECT program.	30% match generally required	\$1,400,000,000	Varies by State	N/A	N/A	TBA	Consider using DOT's new mapping tool: "Identifying Transportation Disadvantaged Census Tracts" https://www.transportation.gov/press-release/2022/03/23/dot-reveals-new-tool-to-identify-transportation-disadvantaged-census-tracts	Transportation, Resiliency & Recovery	Energy Storage, Community Resiliency, Electric Vehicles/Charging Equipment, Smart Growth, Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State	
Eligible - Considering	New - RIA	Protecting Resilient Operations for Transportation (PROTECT) Competitive Program	To improve the resiliency of transportation infrastructure, including community resilience and evaluation grants, and at-risk coastal infrastructure grants.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants for the competitive portion of the PROTECT program include state or political subdivision of a State, MPO, local government, state or purpose district or public authority with a transportation function, Tribal Federally-recognized management agency (applying jointly with State(s)), Different eligibility apply for at-risk coastal infrastructure grants.	TBA	\$1,400,000,000	TBA	TBA	TBA	TBA	Consider using DOT's new mapping tool: "Identifying Transportation Disadvantaged Census Tracts" https://www.transportation.gov/press-release/2022/03/23/dot-reveals-new-tool-to-identify-transportation-disadvantaged-census-tracts	Transportation, Resiliency & Recovery	Energy Storage, Community Resiliency, Electric Vehicles/Charging Equipment, Smart Growth, Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	Public Works Prosperity (PWP)	To leverage existing regional assets and support the implementation of economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities, including those negatively impacted by changes to the coal economy and nuclear power plant closures.	Department of Commerce	Economic Development Administration (EDA)	Projects must be consistent with the region's current Comprehensive Economic Development Strategy (CEDS) or equivalent. EDA accepted regional economic development strategy that meets EDA's CEDS or strategy requirements.	Minimum match of 20% varying based on level of economic distress	\$118,500,000	\$3,000,000	80-150	\$1,400,000	Rolling	Applicants are strongly encouraged to contact the EDA representative listed for their applicable State in Section G of this NOD before submitting an application to EDA to clarify technical matters involving their project, to align with EDA's mission and investment priorities, and all other relevant public available information relating to general technical matters.	Any or All, Electricity, Transportation, Building, Industry, Resiliency & Recovery	Workforce Development, Retaining & Building Capacity, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Not Eligible	New - RIA	Renewed Storage Investment Opportunities (RSIO) Pilot Program	To provide financial assistance to eligible entities to carry out project design, transmission studies, power market assessments and permitting for a pumped storage hydroelectric project to facilitate the long duration storage of intermittent renewable electricity.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include electric utilities (investor-owned, municipal owned, and cooperatives), State Energy Offices, Tribes, institutions of higher education, or consortium thereof.	50% match required	\$10,000,000	N/A	N/A	N/A	Secretary shall enter into agreement not later than September 30, 2023	N/A	Electricity	Energy Storage, Community Resiliency	Planning, Design/Engineering	Grant - Competitive/Discretionary	State, Public Agency/Local Authority, Tribal, Non Profit	
Not Eligible	Existing - Constant	Railroad Investments for Economic Prosperity (RIEP)	To provide direct loans and loan guarantees to finance development of railroad infrastructure. Funding may help to acquire, improve, or rehabilitate intermodal or rail equipment or facilities, develop or establish new intermodal or railroad facilities, or to complete planning and design expenses related to the activities above.	Department of Transportation (DOT)	Build America Bureau	Eligible borrowers include railroads, state and local governments, government sponsored authorities and corporations, limited option freight shippers that intend to construct a new rail connection, and joint ventures that include at least one of the preceding.	N/A	\$30 billion in loans and loan guarantees	N/A	N/A	N/A	Rolling	States may use PROTECT Formula Program funds to conduct resilience planning, strengthen and protect evacuation routes, and increase the resilience of surface transportation infrastructure from the impacts of sea level rise, flooding, wildfires, extreme weather events, and other natural disasters. Highways, transit, and certain port projects are eligible.	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	State, Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Increase	RAISE: Rebuilding America's Infrastructure Systemic Program	To support investments in surface transportation projects that promote safety, efficiency, mobility, and economic resilience.	Department of Transportation (DOT)	Office of Infrastructure Finance and Innovation	Eligible applicants include State, local, Tribal, and U.S. territories governments, including transit agencies, port authorities, metropolitan planning organizations (MPO), and other political subdivisions of State or local governments. Multiple States or jurisdictions may submit a joint application and should identify a lead applicant as the primary point of contact and also identify the primary recipient of the award.	30% match required, unless in a community that is rural, historically disadvantaged, or facing persistent poverty as defined by DOT	\$1,481,000,000	\$25,000,000	95	\$13,000,000	April 22, 2022	Unlike FY 2021, all projects, including planning projects, have minimum award amounts. The minimum award for urban projects is \$5 million and the minimum award for rural projects is \$1 million. Competitive projects will have at least 30% of total match (unless in a community that is rural, historically disadvantaged, or facing persistent poverty as defined by DOT), with greater consideration to those with higher match and alignment with DOT priorities. To evaluate the Induced Vehicle Miles Traveled (VMT) and emissions impacts of highways, check RM's SHFT calculator for more information: https://www.transportation.gov/shft	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Implementation/Construction	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Eligible - Considering	Existing - Increase	RAISE: Rebuilding America's Infrastructure Systemic Program - Planning	To support planning, preparation, or design - for example environmental analysis, feasibility studies, and other pre-construction activities - of eligible surface transportation capital projects. This can also support the development of master plans, comprehensive plans, corridor plans, and/or risk assessments.	Department of Transportation (DOT)	Office of Infrastructure Finance and Innovation	Eligible applicants include State, local, Tribal, and U.S. territories governments, including transit agencies, port authorities, metropolitan planning organizations (MPO), and other political subdivisions of State or local governments. Multiple States or jurisdictions may submit a joint application and should identify a lead applicant as the primary point of contact and also identify the primary recipient of the award.	30% match required, unless in a community that is rural, historically disadvantaged, or facing persistent poverty as defined by DOT	\$75,000,000	\$3,000,000	30	\$2,500,000	April 22, 2022	Unlike FY 2021, all projects, including planning projects, have minimum award amounts. The minimum award for urban projects is \$5 million and the minimum award for rural projects is \$1 million. Competitive projects will have at least 30% of total match (unless in a community that is rural, historically disadvantaged, or facing persistent poverty as defined by DOT), with greater consideration to those with higher match and alignment with DOT priorities. To evaluate the Induced Vehicle Miles Traveled (VMT) and emissions impacts of highways, check RM's SHFT calculator for more information: https://www.transportation.gov/shft	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning, Design/Engineering	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State	
Not Eligible	New - RIA	Reconnecting Communities and Jobs (RCJ) Program	To restore community connectivity by removing, retrofitting or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	To fund planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, mitigation, or replacement of eligible transportation infrastructure facilities.	TBA	\$50,000,000 for planning, \$145,000,000 for capital construction	\$2,000,000 for planning, \$100,000,000 for capital construction	N/A	N/A	October 13, 2022	This Program provides up to \$50 million formula money for FY 2022 - FY 2026 for technical assistance and capacity building support. See programing for guidance https://www.transportation.gov/guidance/reconnecting-communities	Transportation, Building	Public Transit, Smart Growth	Design/Engineering, Implementation/Construction, Planning, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality	
Not Eligible	New - RIA	Reduction of Fuel Emissions at Port Facilities	To coordinate and provide funding to test, evaluate, and deploy projects that reduce port-related emissions from idling trucks, including through the advancement of port electrification and improvements in efficiency, focusing on port operations, including heavy-duty commercial vehicles, and other related projects.	Department of Transportation (DOT)	TBA	New program, details forthcoming.	30% match required	\$80,000,000	TBA	TBA	TBA	TBA	N/A	Transportation	Electric Vehicle/Charging Equipment, Workforce Development, Clean Fuels	Design/Engineering, Implementation/Construction, Planning, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality	
Not Eligible	New - RIA	Regional Carbon Capture and Storage (RCCS) Hubs	To fund projects that contribute to the development of a regional DAC hubs. Hubs must have the potential to be developed into a regional or interregional carbon network to facilitate separation or capture, utilization, and must have the capacity to capture and sequester, utilize, or sequester and utilize at least 1MMT CO2 annually.	Department of Energy (DOE)	Office of Fossil Energy and Carbon Management	Industry stakeholders and developers are eligible to apply. Local governments are encouraged to partner with the private sector as sub-applicants.	TBA	\$1,500,000,000	TBA	4	\$475,000,000	Spring 2022	N/A	Industry	Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Design/Engineering, Implementation/Construction, Planning, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - Increase	Regional Economic Partnerships (REP)	To assist rural communities, institutes of higher education and research, and economic development organizations in their efforts to transition the forest-based industry and to work toward a focus on new technologies and value-added products across the 4 state region of Maine, New Hampshire, New York, and Vermont.	Northwest Border Regional Commission	N/A	Applicants must be in an eligible county across the 4 state region: Maine, New Hampshire, New York, and Vermont.	20-50% match required, depending on county economic status (20% for match awarded in FY22 if reauthorized by COVID-19)	\$4,000,000	\$1,000,000	5	\$800,000	Expected 3rd quarter 2022	Fast projects also include conversion of former mill sites into industrial parks and business incubators, construction of workforce housing, adaptive reuse of historic properties, and support for small businesses. For more information on prior awards, see https://www.nbrp.com/press-releases/2021/08/24/documents/Regional2021awards2021economy2021partnerships2021awards.pdf	Electricity, Industry, Building, Resiliency and Recovery	Community Resiliency, Workforce Development, Renewable Energy, Building Efficiency, Retention, Building Weatherization, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Decrease	Regional Resilience and Adaptation (RSA)	To build relationships to help local decision makers and researchers collaborate on adapting to climate change.	Department of Commerce	Climate Program Office (CPO)	Eligible applicants are institutions of higher education, other nonprofits, commercial organizations, international organizations, and state, local and Indian tribal governments. Federal agencies or institutions are not eligible to receive federal assistance under this notice.	N/A	\$5,860,000	\$1,180,000	30	\$395,833	January 18, 2022	A central tenet of the RSA program is that learning about climate adaptation and resilience is facilitated by and sustained across a wide range of experts, practitioners, and the public. As such, the RSA program supports a network of people, prioritizing wide participation in learning by doing, learning through adapting, and managing risk with uncertain information.	Resiliency & Recovery	Community Resiliency, Retaining & Building Capacity	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	

VKB Status		Program Details			Agency		Project Categories		Funding			Deadlines		Filter Criteria					
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (Estimated)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Not Eligible	Existing - Continue	Regional Infrastructure Accelerator (RIA) Demonstration Program	To expedite delivery of transportation infrastructure projects at the local and regional level by providing technical resources and funding grants and development activities through the Bureau's loan programs and other innovative financing methods, including public-private partnerships.	Department of Transportation (DOT)	Rural America Bureau	Eligible applicants include states, multi-jurisdictional partnerships, municipalities, county, a special purpose district or public authority with a transportation function (including a port authority), a local government or consortium of local governments, MPO, regional transportation planning organization (RTPO), Regional Transportation Commission, or a political subdivision of a State or local government, or combination of two or more of the foregoing.	N/A	\$5,000,000	\$5,000,000	\$	\$1,000,000	April 11, 2022	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan, Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Public Agency/Local Authority, Tribal
Eligible - Considering	New	Renewable Advanced Community Energy Resilience (RACE) Program	To advance solar and solar-plus storage technologies that support resilience of electric power systems and the communities they support.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EEER)	Applicants may apply as individuals or as program teams/firms. Projects must focus on at least one of four areas: (1) Distributed Energy (DE), (2) Distributed Energy Thermal Power (DET), (3) Systems Integration, (4) Manufacturing and Components, or (5) Soft Costs. Projects must improve affordability, reliability and domestic benefit of solar technologies on the electric grid.	20-50% match required	\$25,000,000	\$3,000,000	15	\$1,666,667	May 26, 2022	The application involves two phases: (1) a short Concept Paper due first, (2) a full application due July 25th, about 2 months after the Concept Paper deadline. Details for what to include in each phase can be found in DOE's Funding Opportunity Announcement.	Cost Share Guidance: For R&D projects (Topic Areas 1-3), at least 20% of total allowable costs must come from non-federal sources unless otherwise allowed by law. For demonstration and commercial application projects (Topic Areas 4-5), at least half of total allowable costs must come from non-federal sources unless otherwise allowed by law.	Electricity	Energy Storage, Community Resilience, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Considering	New	Solar Awards for Community Solar	To recognize community solar projects and programs that employ or develop best practices to increase equitable access to the meaningful benefits of community solar for subscribers and their communities.	Department of Energy (DOE)	Solar Energy and Technologies Office	The Team Lead must be able to represent subscribers that are legally made from the US in US dollars or designate a team member that can. To receive prize money, the Team Lead must be a member of the National Community Solar Partnership. Projects must have been engaged and solicited for at least 6 months prior to nomination in order to be eligible.	N/A	\$100,000	\$100,000	5%	\$1.818	October 7, 2022	There are two Innovation Categories: Community Engagement and Impact Consideration or access discussed in Community Solar when designing and planning projects. https://www.energy.gov/comm-solar for more information on community solar and generation of community solar.	For more details on competition eligibility, see here https://www.energy.gov/comm-solar/eligibility	Electricity	Renewable Energy	Implementation/Construction	Grant - Competitive/Discretionary	Any or All
Not Eligible	Existing - Increase	Rural Development Block Grants	To support single-family housing, multi-family housing, community facilities, and opportunities facing additional rural and recovering due to emergencies.	United States Department of Agriculture (USDA)	Rural Development	Varies by subprogram, with carve-outs for eligible tribal communities.	Not required	Varies by subprogram	Varies by subprogram	N/A	N/A	Rolling	N/A	N/A	Resilience & Recovery	Disaster Recovery, Community Resilience	Implementation/Construction	Loan, Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal, Non Profit, Any or All
Not Eligible	Existing - Continue	Rural County, Town, and Township (RCAT) Loans, Grants, and Technical Assistance (LGTAs)	To assist rural areas for energy audits, renewable energy technical assistance, and renewable energy site assessments.	United States Department of Agriculture (USDA)	Rural Development	Assistance must be provided to agricultural producers and rural small businesses. Rural small businesses must be located in eligible rural areas. This restriction does not apply to agricultural producers. Be sure to review the program guidance for eligible and ineligible use of funds. https://www.rd.usda.gov/programs-services/rca-energy-america-program-energy-audit-renewable-energy-development-assistance	Not required	Unlimited	\$100,000	Unlimited	\$100,000	January 31, 2023	This is funding that governments and partners can use to assist in adoption of renewable energy at agricultural and business sites. Rural small businesses must be located in eligible rural areas. However, this restriction does not apply to agricultural producers.	Guaranteed Loans are accepted on a continuous application cycle.	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits	Planning, Design/Engineering	Grant - Competitive/Discretionary, Technical Assistance	Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All, State
Not Eligible	New	Rural Energy Success Program (RESP)	To provide loans to rural utilities and other companies who provide energy efficiency loans to qualified consumers to improve durable cost-effective energy efficiency measures.	United States Department of Agriculture (USDA)	Rural Development	RUS makes loans to entities that provide or propose to provide the retail electric service needs of rural areas, or the power supply needs of distribution systems, under the terms of loan supply arrangements satisfactory to RUS, or eligible program purposes including energy efficiency, renewable energy, energy storage or energy conservation measures and related services, improvements, financing, or re-lending. This program also supports eligible tribal communities.	N/A	N/A	N/A	Up to 20 years at a 4% interest rate up to 5% interest rate for extending to end users qualified consumers, for up to 10 years.	Repayments for this program will be accepted as a first come first serve basis until funding is depleted.	Applications open as of May 20, 2022. Applications accepted on a first come, first serve basis until funding is depleted.	The CFR announcement of funding opportunity from December 15, 2020 may be viewed here: https://www.govinfo.gov/etd/publication/plg/FR/2020-12-15/pdf/2020-2376.pdf	N/A	Electricity, Buildings	Building Efficiency Benefits, Renewable Energy, Energy Storage, Building Weatherization	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - RIA	Rural Surface Transportation Grant Program	To improve and expand the surface transportation infrastructure in rural areas, increasing connectivity, improving safety and reliability of the movement of people and freight, generating regional economic growth, and improving the quality of life.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	This program funds a variety of highway, bridge, and transit projects, integrated mobility management systems, transportation demand management systems, and on-demand mobility services.	20% match required, except for projects on the Appalachian Development Highway System	\$400,000,000	TBA	TBA	TBA	May 21, 2022	In 2022, the Rural Surface Transportation Grant program funding was made available under the annual notice of funding opportunity (NOFO) that allows applicants to use one application to apply for up to three separate discretionary grant opportunities.	Applications are additionally asked to address the state of good repair of existing highway, bridge, and tunnel facilities, the capacity or connectivity of the surface transportation system and mobility for residents of rural areas, recreational and tourism opportunities, innovative project delivery approaches or innovative transportation technologies, and coordinated efforts to address broadband infrastructure needs.	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal
Eligible - Considering	New - RIA	Safe Streets and Roads for All (SSRA) Grant Program	To support local efforts to prevent death and serious injury on roads and streets, often referred to as "Vision Zero" goals.	Department of Transportation (DOT)	Office of the Secretary	Eligible projects must develop a comprehensive safety action plan, conduct planning, design, and development activities for projects and strategies identified in a comprehensive safety action plan, carry out projects and strategies identified in a comprehensive safety action plan.	10% match required	\$1,000,000,000	\$30,000,000	300	\$8,333,333	September 15, 2022	80% of funds will be awarded for the development of comprehensive safety action plans.	Proposals are expected to specifically reduce or eliminate transportation related fatalities and serious injuries involving various road users, demonstrate engagement with a variety of public and private stakeholders, adopt innovative technologies or strategies to promote safety, employ low cost, high-impact strategies that can improve safety over a wider geographic area, ensure equitable investment in the safety needs of underserved communities, and include evidence-based projects or strategies.	Transportation	Public Transit, Smart Growth, Retaining & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	New	Scale-Up of Integrated Biorefineries and Greenhouse Gas Reduction on Gen 1 Corn Ethanol Production Facilities (SIBER)	To support high-impact technology R&D to accelerate the economy and, in particular, the production of low carbon fuels for the aviation, marine, rail and long-haul trucking industries, to strengthen current first generation (Gen 1) corn ethanol production facilities by reducing their overall carbon footprint.	Department of Energy (DOE)	Bioenergy Technology Office (BETO)	Broad eligibility for projects, governments, individuals, and consortia of the above, including allowances for foreign entities. BETO is interested in the following Topics Areas: TA 1. Pilot Scale-Up of Integrated Biorefineries TA 2. Demonstration Scale-Up of Integrated Biorefineries TA 4. Gen 1 Corn Ethanol Emission Reduction	20-30% match, depending on subtopic	\$99,000,000	\$100,000,000	4-30 total	Varies by subtopic	Concept Paper due July 6, 2022. Application due September 9, 2022.	BETO is focusing on applied R&D to improve the performance and reduce cost of biorefinery production technologies and biomass production systems in partnership with industry. BETO is focused on developing and demonstrating technologies that are capable of producing low-carbon, cost-effective biofuels and co-products by 2030, as well as biorefinery production pathways that can deliver at least 10% lower lifecycle greenhouse gas emissions than petroleum.	N/A	Industry	Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Considering	Existing - Continue	Section 108 Loans	To provide communities a source of financing for economic development, housing rehabilitation, public facilities, and large scale physical development projects. This is the loan guarantee provision of the CDBG Program allowing communities to leverage portions of their CDBG funds for federally guaranteed loans large enough to pursue physical and economic revitalization projects capable of redefining entire neighborhoods. Financing infrastructure with Section 108 Loans Section 108 loans may be used to finance the construction, reconstruction, relocation, extension, or maintenance of public facilities including streets, sidewalks, and other site improvements that are part of the overall project.	Department of Housing & Urban Development (HUD)	Community Planning and Development (CDBG)	CDBG funds may be used for activities that include, but are not limited to: acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, construction of public facilities and improvements, such as water and sewer facilities, streets, sidewalks, and other site improvements, and the conversion of school buildings for eligible purposes, public services, within certain limits, activities relating to emergency management and disaster relief, energy resources, provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.	borrower is required to secure the loan by pledging current and future CDBG allocations to the project and secure the loan.	Current Availability of Section 108 Financing: CDBG entitlements and State Grants https://www.hudexchange.info/section108/ (Current availability of section 108 financing, cdbg entitlement and state grants)	Varies by municipality and state	Varies by municipality and state	Varies by municipality and state	In parallel to CDBG funding cycle.	Before considering borrowing against your community's CDBG allocation, discuss current uses of such funds with your local or state administrator of CDBG funding. If already expended for different purposes, this may not be a viable option. The CDBG each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.	For more information on the HUD Section 108 Loan Guarantee process and typical timelines, see https://www.hudexchange.info/resources/documents/Overview-HUD-Section-108-Loan-Guarantee-Process-and-Typical-Associated-Timelines.pdf	Resilience & Recovery, Electricity, Transportation, Buildings	Renewable Energy, Energy Storage, Community Resilience, Public Transit, Workforce Development, Retaining & Building Capacity, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan	Municipality, State, Public Agency/Local Authority
Not Eligible	Existing - Increase	Section 5207(a) Microloan Fund	To make federal resources available to urban areas and to governors for technical and engineering assistance in urban areas and for transportation related planning.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Governors, responsible local officials, and publicly owned operators of transit services shall develop a recipient to apply for, receive, and disburse funds for urban areas. The governor or governor's designee acts as the designated recipient for urban areas between 50,000 and 100,000.	20% match required	\$31,475,000,000	N/A	N/A	N/A	N/A	Note that 526.1 billion of this funding is from the American Rescue Plan and may not be recurring in future years.	N/A	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority
Not Eligible	Existing - Increase	Section 5311(a) Rural Area	To provide capital, planning, and operating assistance to states to support public transportation in rural areas with populations of less than 50,000, where many residents rely on public transit to reach their destinations. The program also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Eligible recipients include states and federally recognized Indian Tribes. Subrecipients may include state or local government authorities, nonprofit organizations, and operators of public transportation or intercity bus service.	20% match required	\$1,000,000,000	N/A	N/A	N/A	N/A	Note that 526 million is from the American Rescue Plan and may not be recurring annually. Program funding expires in 2023.	N/A	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Tribal

Federal Funding Opportunities																		
WFO Status	Program Details		Agency	Funding		Deadline		Filter Criteria										
Eligibility Status	New or Existing	Program Name	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Making Funds	Funding Available	Max Award Amount	Expected Allocations	Average Award (Estimate)	Announced or Anticipated	Helpful Tips	Other Notes	Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Not Eligible	New - RFA	Secure Drinking Water Financing	Environmental Protection Agency (EPA)	Underground Injection Control	New program, details forthcoming	TBA	\$75,000,000	TBA	TBA	TBA	TBA	N/A	N/A	Industry	Carbon Capture & Storage (CCS)	Planning, Design/Engineering	Grant - Formula/Block	State
Eligible/Considering	New	Smart Energy and Water Efficiency Pilot Program (Energy Act)	Department of Energy (DOE)	N/A	Eligible entities include utilities, municipalities, water districts, Indian Tribes or Alaska Native villages, or any other entities that provide water, wastewater, or water reuse services	Not required	\$15,000,000	N/A	3 to 5	\$5,000,000 to \$1,000,000	New program, deadline unknown	Selection criteria will be based on: 1) energy and cost savings; 2) the uniqueness, commercial viability, and scalability of the technology; 3) the degree to which the project integrates smart generation/sensors software, analytics, and management tools; 4) anticipated cost-effectiveness of savings; 5) replicability; 6) whether the project will be completed in 5 years or less; and other factors	At this point, no application deadline is provided, but the Secretary must make selections within one year	Electricity, Industry, Buildings	Renewable Energy, Energy Storage, Building Efficiency Retrofits, Building Electrification	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality, Tribal
Not Eligible	Existing - Constant	Solar Energy, Renewable Hydro & SFERB	Department of Energy (DOE)	Solar Energy and Technologies Office	Not stated	Not required	\$5,500,000	\$200,000	Unknown	\$200,000	June 15, 2023	N/A	Over the course of 15 to 18 months, teams receive direct funding, analytical support from NREL and other expert partners, and facilitation support. Through coordinated engagements in four multi-day working sessions, teams work together to identify local and regional impacts, formulate and test innovations, and validate new models	Electricity, Buildings	Renewable Energy, Energy Storage, Retaining & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal
Eligible/Considering	Existing - Constant	NetZero Proseas	Department of Energy (DOE)	Solar Energy and Technologies Office	Eligible entities include municipalities, counties, and regional organizations in the United States	Not required	N/A	N/A	N/A	N/A	Rolling	N/A	N/A	Electricity, Buildings	Renewable Energy, Energy Storage, Building Efficiency Retrofits, Retaining & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Constant	State Economic & Infrastructure Development Grants (SEID) Investment Program	Northern Border Regional Commission	N/A	Applicants must be in an eligible county across the 14-state region: Maine, New Hampshire, New York, and Vermont	20-50% match required, depending on equity economic status	\$23,200,000	\$1,000,000 (Infrastructure projects), \$500,000 (all other projects)	44	\$527,223	Mandatory LOI April 22, 2022 Full application June 8, 2022	To increase competitiveness, align projects with state economic development plans and NRBC Five Year Strategic Plan, linked here: https://www.nrbc.gov/our/strategic-plan	NRBC investment funds originate from the Federal Government but are approved by the Federal Government's NRBC representative (Federal Co-Char) and the Government of the four states. The NRBC partnership is added by program/department Development Director (DD) that assist with technical assistance, provide information on complementary funding opportunities for projects, and ensure consistency with administration of projects that are funded	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain, Building Electrification, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Revolving Loan Fund	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - RFA Increase	State Energy Program (SEP)	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligibility for the award is restricted to states applying for formula grant, financial assistance under SEP. Increased municipalities, local agencies, and non-profits should contact their state energy offices to learn more about how to access funding	30% match required	\$500,000,000	Varies by State	Varies by state	N/A	Rolling	SEP Program List Sheet 2023 https://www.energy.gov/eere/sep/2023SEP-Program-List-Sheet-2023.pdf	\$100,000,000 in funding available until expended	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Building Electrification, Clean Fuels, Electric Grid Upgrades	Implementation/Construction, Planning, Any or All, Design/Engineering	Grant - Formula/Block, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - RFA	State Manufacturing Resilience	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible uses include (1) facilitating access to high-performance computing resources for small and medium manufacturers and (2) providing financial assistance to small and medium manufacturers to implement smart manufacturing technologies and practices	30% match required	\$50,000,000	\$2,000,000	TBA	TBA	Expected 4th quarter 2022	Applications will be scored based on technical merit, innovation, and impact, research approach, workforce, and deliverables, academic and private sector partners, and alternate sources of funding	Industry	Workforce Development, Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State	
Not Eligible	Existing - RFA Increase	State of Good Road System	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible recipients are state and local government authorities in U.S. with freeways and high capacity metropolitan systems in revenue service for at least seven years. State of Good Road Grants funds are available for capital projects that maintain a freeways or high capacity metropolitan system in a state of good repair	20% match required	\$2,180,112,832	TBA	TBA	TBA	March 9, 2023	Evaluation criteria include the size of the project, the amount of funds available to the applicant, the age and condition of the existing stock that has exceeded or will exceed the useful service life of the rail rolling stock in the 5-year period following the grant, and whether the applicant has developed replacement of the rail vehicles as a priority in the investment/prioritization portion of the state asset management plan of the recipient pursuant to part 655 of title 49, Code of Federal Regulations (or successor regulations)	Transportation	Public Transit, Smart Growth	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality	
Not Eligible	Existing - Increase	State Economic Development Grants (SEID)	Delta Regional Authority	N/A	Applicants must be in one of the 252 counties and parishes across states served by the Delta Regional Authority. To see the region map, click here: https://delta.gov/about-us/delta-region/	30% match required for Business Development or Workforce Development funding	\$18,935,590	Varies by state	N/A	N/A	June 1, 2022 (EEO); June 15, 2022 (DPA)	All SEID projects should support one or more strategic OBA goals: 1) improved workforce competitiveness; 2) strengthened infrastructure; and/or 3) increased community capacity. Competitiveness of applications will also be increased if any local match or in-kind is able to be provided, even if not required	Any or All, Electricity, Transportation, Buildings, Industry, Resiliency & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Electric Vehicles/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Statewide Economic Development Grants (SEID)	Department of Commerce	Economic Development Administration (EDA)	Eligibility is broad for this opportunity	Yes	\$11,000,000	\$6,000,000	20	\$1,550,000	May 24, 2022	N/A	N/A	Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Disaster Recovery	Planning	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible/Considering	New - RFA	Smart, Safe, and Resilient Transportation (SMART) Grants	Department of Transportation (DOT)	Office of the Secretary	A SMART grant may be used to carry out a project that demonstrates at least one of the following: (i) coordinated automation, (ii) connected vehicles, (iii) intelligent, sensor-based infrastructure, (iv) systems integration, (v) commerce delivery and logistics, (vi) leveraging use of intelligent navigation (vii) smart grids, (viii) smart technology traffic signals	Not required for Phase I	\$100,000,000	\$2,000,000	50	\$2,000,000	November 18, 2022	DOT eTool only notes that Collaborative Applications are an option. Eligible entities may choose to collaborate across different regions or geographies on projects with similar characteristics, addressing similar problems and with similar technologies, potentially sharing certain resources such as partnerships with industry, nonprofits, academic institutions, or community foundations	Transportation	Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - RFA Increase	Surface Transportation Block Grant Program (STBGP)	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	The Surface Transportation Block Grant Program is available for the receipt of 100 percent of Federal aid highways, for bridges on any public, road, and for transit capital projects	20% match required, 30% match required for Interstate projects	\$13,835,000,000	Varies by state	Varies by state	N/A	N/A	N/A	N/A	Transportation	Electric Vehicles/Charging Equipment, Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State
Not Eligible	New - RFA	Sustainable Manufacturing Initiative (SMI)	Department of Energy (DOE)	TBA	New program, details forthcoming	TBA	TBA	TBA	TBA	TBA	TBA	N/A	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Constant	Tool 27 Innovation Financing Program (IFP)	Department of Energy (DOE)	Learn Program Office	Eligible projects must satisfy all four of the following basic eligibility requirements: Innovative technology, Greenhouse Gas Benefits, Located in the United States, and Reasonable Prospect of Payment	Not required	\$4,500,000,000	Unknown	Unknown	Unknown	Rolling	N/A	Electricity, Buildings, Industry, Resiliency & Recovery	Renewable Energy, Energy Storage, Building Efficiency Retrofits, Community Resiliency, Building Electrification, Electric Grid Upgrades	Implementation/Construction	Loan, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority	
Not Eligible	New - RFA	Transmission Facilitation Program (TFP)	Department of Energy (DOE)	Office of Electricity	Eligible electric power transmission lines must be greater than 1,000 MW for new lines, upgrades to existing lines for new lines in existing corridors, must be greater than 500 MW. Eligible entities are any entities seeking to carry out an eligible project (see Other Notes)	See details for cost recovery and capacity contract requirements	\$1,350,000,000	N/A	N/A	N/A	TBA	Eligible projects include: (A) to construct a new or replace an existing eligible electric power transmission line; (B) to increase the transmission capacity of an existing eligible electric power transmission line; or (C) to construct a separate interconnector electric power transmission, transmission, or interconnector infrastructure located in Alaska, Hawaii, or a territory of the United States	Electricity, Resiliency & Recovery	Community Resiliency, Retaining & Building Capacity, Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Revolving Loan, Technical Assistance	State, Tribal, Municipality, Non Profit, Public Agency/Local Authority	
Not Eligible	Existing - Constant	Transmission Infrastructure Resiliency Program (TRIP)	Department of Energy (DOE)	Western Area Power Administration	Prospective utility scale transmission and/or related projects must have at least one terminal in WAHA's 15-state service territory, demonstrate reasonable expectation of payment, facilitate the delivery of clean energy, not adversely impact system reliability or operations, serve the public interest	Not required	\$3,250,000,000	Typical TRIP loan financing can range from \$50 million to \$1 billion	N/A	Varies by project need	Rolling	While this program is flexible in terms of the applicant, typically energy developers, private investors, and a combination of state and federal agencies partner together to expand renewable energy opportunities	Electricity	Electric Grid Upgrades	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan, Technical Assistance	State, Public Agency/Local Authority, Tribal	
Eligible/Considering	Existing - RFA Increase	Transportation Alternatives/Enhancement Programs (TA/EP)	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Varies by state	Varies by state	10% set aside from Surface Transportation Block Grant Program (STBGP)	Varies by state	Varies by state	N/A	Varies by state	Check if your state offers sub programs within the Transportation Alternatives Program, including the Recreational Trail Program (RTTP) and Safe Routes to School Program (SRTS) to see if a more specialized subset of funding would be more applicable to your project	The RAV Act eliminates the MAP-21 Transportation Alternatives Program (TAP) and replaced it with a set aside of Surface Transportation Block Grant (STBGP) program funding for transportation alternatives (TA). These set aside funds include all projects and activities that were previously eligible under TAP, encompassing a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity	Transportation	Public Transit, Smart Growth	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality
Evaluating Eligibility	Existing - Constant	Transportation Infrastructure Finance and Assistance Act (TIFIA) Program	Department of Transportation (DOT)	Bulfinch Bureau	Eligible applicants include state governments, state infrastructure banks, private firms, special district authorities, local governments, and transportation improvement districts. Projects must have a minimum anticipated cost of \$10 million (depending on project type) and a dedicated loan repayment source	Credit assistance limited to 33% of non-revolving project costs	N/A	N/A	N/A	N/A	Rolling	TIFIA intends to facilitate projects with significant public benefits, encourage new revenue streams, and promote participation of capital market participants (including secondary/subordinated capital, and limit Federal exposure by relying on market discipline). The greater the risk to be borne by "private" investor willing to take on investor concerns about investment horizon, liquidity, predictability and risk	Transportation	Public Transit	Implementation/Construction	Loan	State, Municipality, Public Agency/Local Authority	

Federal Funding Opportunities																						
VXB Status	Program Details			Agency		Eligible Entities			Funding			Deadline		Helpful Tips		Other Notes		Filter Criteria				
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocation	Average Award (Estimated)	Announced or Anticipated						Sector	Type of Project	Phases of Project	Resource Types	Applicant Types
Eligible Considering	New	Travel, Tourism, and Outdoor Recreation Access	To help communities that have been hardest hit by challenges facing the travel, tourism, and outdoor recreation sectors to invest in infrastructure, workforce or other projects to support the recovery of the industry and economic resilience of the community in the future.	Department of Commerce	Economic Development Administration (EDA)	Eligibility is broad for this opportunity.	Yes	\$240,000,000	\$100,000,000	150	\$1,600,000	February 28, 2022	N/A				Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Travel, Tourism, and Outdoor Recreation Access	To help states quickly invest in marketing, infrastructure, workforce, and other projects to revitalize safe leisure, business and recreational travel.	Department of Commerce	Economic Development Administration (EDA)	EDA will send governors, the mayor of DC, and other applicable territory leaders or their designees a formal invitation to apply.	Not required	\$510,000,000	N/A	N/A	N/A	60 days after receiving invitation	N/A				Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Building Efficiency Benefits	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State	
Not Eligible	Existing - Constant	Total High Priority Projects (THPP)	To provide partial loan guarantees to support economic opportunities to tribes through energy development projects and activities. LPO provides borrowers access to capital, flexible financing, and expert project support to help re-energize, advance, and transform America's energy infrastructure.	Department of Energy (DOE)	Energy Program Office	Eligible borrowers must be a federally recognized tribe or a tribal energy development organization with majority tribal ownership and control. The project can involve a single site or distributed portfolio. Projects employing commercial technology are preferred.	Not required	\$1,000,000,000	Up to 90% of the unpaid principal and interest due on any loan for energy development.	Unknown	Unknown	Rolling	N/A				Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency, Electric Vehicle/Charging Equipment, Electric Grid Upgrades	Implementation/Construction	Loan, Technical Assistance	Tribal	
Not Eligible	Existing - Increase	Tribal Transit Program	To enhance and provide funding for the Tribal High Priority Projects program.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible entities must be federally recognized tribal governments. Eligible projects must be highest priority, emergency, or disaster related projects.	N/A	\$11,750,000	\$1,000,000	N/A	N/A	TBA	N/A				Transportation, Resiliency & Recovery	Disaster Recovery, Public Transit, Community Resiliency, Smart Growth	Implementation/Construction	Grant - Competitive/Discretionary	Tribal	
Not Eligible	Existing - Increase	Tribal Transit Program	To provide funding to federally recognized Indian tribes to provide public transportation services on and around Indian reservations and tribal lands in rural areas.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Only federally recognized tribes are eligible recipients under the Tribal Transit Program. However, tribes which are not federally recognized remain eligible to apply to the state as a subrecipient for funding under the State's appropriation.	10% match required. Tribal entities may apply for FY22 with no match required.	\$4,712,896	\$25,000 tribal planning grant awards.	60	\$245,882	May 25, 2022	The FY22 NOTD may be viewed here: https://www.federalregister.gov/documents/2021/05/27/2021-11197/fy-2021-competitive-funding-opportunity-public-transportation-on-indian-reservations-program-trial				Transportation	Public Transit	Implementation/Construction	Grant - Competitive/Discretionary	Tribal	
Not Eligible	Existing - Constant	Tribal Transit Program	To provide funding to federally recognized Indian tribes to provide public transportation services on and around Indian reservations or tribal land in rural areas.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Only federally recognized tribes are eligible recipients under the Tribal Transit Program. However, tribes which are not federally recognized remain eligible to apply to the state as a subrecipient for funding under the State's appropriation.	Not required	\$35,828,941	N/A	12%	\$288,559	N/A	N/A				Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	Tribal	
Eligible Considering	Existing - Increase	Urban and Community Forestry (UCF) Program	To provide technical, financial, research and educational services for local communities to conserve, restore, and enhance urban forests.	United States Department of Agriculture (USDA)	United States Forest Service	Eligible applicants include non-profit, educational institutions of higher learning, local governments, municipalities, tribal organizations, and state organizations representing multi-state or national proposals.	50% match required.	\$1,000,000	\$500,000	5	\$200,000	April 8, 2022	Applicants should consider multi-year projects and other sources of funds, which may include other Federal cooperative conservation sources. While other Federal programs may provide technical support, they may not be used to match these funding program dollars. (Each year, grant categories vary. All grant categories align with one or more of the goals in the National Ten Year Urban and Community Forestry Action Plan (2016-2026). See this resource here: https://urbanandcommunityforestry.com/content/uploads/2015/11/11-NA-Action-Plan_Complete_11_17_15.pdf)				Resiliency & Recovery	Community Resiliency, Workforce Development, Retaining & Building Capacity, Nature Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Evaluating Eligibility	Existing - Constant	Voluntary Stated Electric Vehicle (VSEV) Demonstration Fund	To support cleaner and/or electric vehicles (trucks, buses, light duty vehicles, etc.) and charging infrastructure that reduce NOx emissions consistent with each state's beneficial migration plan. This funding comes from EPA's 2018 settlement for \$34.7 billion with Volkswagen, a portion of which is allocated directly to states to fund vehicle.	Environmental Protection Agency (EPA)	Office of Enforcement	States by state.	N/A	Varies by state, but total mitigation trust amount is \$2,900,000,000.	Up to 100% of a project for governmental entities.	Varies by state	Varies by state	Varies by state	Increased applicants should check with their state to understand the phases and schedule of implementation. Each state is a different point of implementation consistent with their beneficiary mitigation plan.				Transportation	Electric Vehicle/Charging Equipment, Public Transit, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New	Voluntary Stated Electric Vehicle (VSEV) Demonstration Fund	To provide assistance to States, regional organizations, and electric utilities to facilitate the development of state, regional, and local electricity distribution plans by (1) conducting a resource assessment and analysis of future demand and distribution requirements, (2) developing open source tools for state, regional, and local planning and operations.	Department of Energy (DOE)	N/A	Eligible entities include state, regional reliability entities, and other distribution asset owners and operators.	Not required	\$175,000,000	N/A	N/A	N/A	New program, deadline unknown	This assistance is by request of the Secretary of Energy. Communities and eligible entities should consult with their local leadership, Congressional delegations, and/or their governor to make the case and generate support for such a request.				Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency, Electric Vehicle/Charging Equipment, Electric Grid Upgrades	Planning	Technical Assistance	State, Public Agency/Local Authority	
Not Eligible	New - RFA	Wastewater Efficiency Grant Pilot Program	Reveal all 55 publicly owned treatment works (POTW) to create or improve water efficiency systems.	Environmental Protection Agency (EPA)	TBA	Eligible applicants include owners or operators of POTW. Grant awards can include sewer collection systems, anaerobic digesters, methane capture or transfer, and other emerging technologies that transform waste to energy.	TBA	\$10,000,000	\$4,000,000	N/A	N/A	TBA	N/A				Electricity	Renewable Energy	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Competitive/Discretionary	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	WaterSMART Water and Energy Efficiency Grants	To support projects that conserve and use water more efficiently, increase the production of hydropower, mitigate conflict risk in areas at high risk of future water conflict, and accomplish specific benefits to conserve water supply needs by the western United States.	Department of Interior (DOI)	Bureau of Reclamation	An eligible applicant is a state, Indian tribe, irrigation district, water district, or other organization with water or power delivery authority. Applicants must also be located in the Western US or Territories, specifically: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the Virgin Islands.	50% required	\$42,000,000	\$5,000,000	3%	\$1,200,000	July 28, 2022	Applicants proposing hydropower development may wish to contact the Program Coordinator listed in Section G, Agency Contacts, prior to the application deadline to discuss the requirements listed above.				Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Community Resiliency	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Competitive/Discretionary	State, Public Agency/Local Authority, Tribal	
Not Eligible	Existing - Increase	Weatherization Assistance Program (WAP)	To reduce energy costs for low-income households by increasing the energy efficiency of the homes while ensuring the resident's health and safety. It is the nation's single largest residential whole house energy efficiency program. The program is authorized through FY 2025 and expands to include renewable energy services and technologies as part of energy technologies. Also includes a separate competitive grant for WAP innovations and enhancement programs capped at \$2M per award.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	WAP provides core program funding to all 50 states, the District of Columbia, Native American tribes, and the five U.S. territories—American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the Virgin Islands—through formula grants. Once DOE awards the grants, the states, tribes, and territories contract with roughly 300 local organizations nationwide that consist of community action agencies, other nonprofits, and local governments.	N/A	\$150,000,000	N/A for formula funding. \$2 million for WAP innovation and enhancement funds.	N/A	N/A	July 1, 2022	DOE note: The Administration's FY22 Proposed Budget for WAP includes \$400M in formula grants and training to support the completion of 50,000 low-income residential energy retrofits. Down payments on the American Jobs Plan goal to retrofit 2 million homes, and establishment of a new Weatherization Resilience Fund (\$21M) to enhance the pipeline of low-income homes in need of structural repairs to be ready for traditional energy retrofit servicing. Program expires in 2025.				Buildings, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits, Workforce Development	Implementation/Construction	Grant - Formula/Block, Grant - Competitive/Discretionary	State, Tribal, Municipality, Non Profit	
Not Eligible	New	Weatherization Assistance Program (WAP) Community Scale Pilot Program (CSPP)	To support "community scale" initiatives on weatherization improvement of low-income housing. Projects can focus on 3+ clusters of single family homes in a neighborhood or community, 2+ two or more small multi-family buildings, or 3+ large multi-family building.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include WAP grantees or subgrantees.	N/A	\$1,500,000	N/A	N/A	N/A	March 1, 2022	Demonstrate replicable project design that can be used by the larger WAP.				Buildings, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits	Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal, Municipality	
Not Eligible	Existing - Increase	Weatherization Assistance Program (WAP) Enhancement & Innovation Pilot Program (EIP)	To scale up residential weatherization efforts in DOE WAP eligible areas and fund innovative demonstration projects that have the potential to be scaled nationally, enhance the benefits realized by underserved communities, and ensure an equitable transition to a clean energy economy.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include WAP grantees, subgrantees, and other nonprofit entities.	N/A	\$18,600,000	\$2,000,000	16	\$1,182,500	February 3, 2022 (Concept paper) March 28, 2022 (Full application)	While no matching funds are required, more competitive proposals will leverage a range of federal or non-federal funding, financial contributions, volunteer labor, in-kind donations, and other resources provided by partner organizations. The extent to which such activities will be prioritized with existing WAP Grants, Subgrants, and regional coordinators is listed as one of the selection factors. Municipal governments are welcome to coordinate with any of the prime applicants and develop an application in a sub-applicant role.				Buildings, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits, Workforce Development, Retaining & Building Capacity, Building Electrification	Implementation/Construction	Grant - Competitive/Discretionary	State, Tribal, Municipality, Non Profit	
Not Eligible	Existing - Constant	Workforce Development, Retaining & Building Capacity (WRBC) Pilot Program	To demonstrate the alignment of regionally driven approaches to addressing economic distress and the necessary workforce development activities to ensure displaced and other workers in the regions are capable of succeeding in current and future job opportunities. This program focuses on serving communities in the Appalachian and Delta regions.	Department of Labor (DOL)	Appalachian Regional Commission (ARC), Delta Regional Authority (DRA)	Eligible individuals served under this grant include displaced workers, new entrants to the workforce, and retrained workers. Applicants are encouraged to incorporate strategies that achieve economic opportunity and address historical inequities.	Not required	\$29,100,000	\$1,500,000	30	\$979,333	July 27, 2021	Partnerships that leverage existing educational programs or industry collaborations are heavily encouraged. Regional consortia and public-private partnerships are preferred particularly for delivery and to highlight a range of strategies and non-federal leverage. Consider inviting DOL staff to participate in needs assessments or community events with your regional team to get their input directly as you build momentum for funding awards. ARC and DRA will provide technical assistance to prospective applicants in their regions, as well as assistance and support to grantees throughout the life of the program.				Electricity, Industry, Transportation, Buildings, Resiliency & Recovery, Any or All	Workforce Development, Retaining & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency Benefits, Electric Vehicle/Charging Equipment	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Workforce Development, Retaining & Building Capacity (WRBC) Pilot Program	To invest in innovative research, development, and demonstration (R&D) projects that accelerate the large-scale development and deployment of renewable energy to support an equitable transition to a decarbonized electricity system by 2035 and net-zero emissions economy by 2050.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include 1) individuals, 2) domestic for-profit entities, educational institutions, nonprofits, 3) state, local, and tribal governments, 4) foreign entities.	10% match required.	\$10,000,000	\$5,000,000	3.5	\$2,500,000	August 3, 2022	N/A				Electricity, Industry, Transportation, Buildings, Resiliency & Recovery, Any or All	Renewable Energy, Energy Storage, Community Resiliency	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	Existing - Constant	Workforce Development, Retaining & Building Capacity (WRBC) Pilot Program	To support public agencies and private owners and entities for the planning and development of public use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).	Department of Transportation (DOT)	Federal Aviation Administration (FAA)	Eligible projects include preserving existing airport infrastructure in a safe and functional operational condition, bringing airports facilities into conformity with current federal safety standards, constructing, modifying, or expanding facilities as necessary to meet demonstrated operational demand, enhancing environmental sustainability, and providing a balanced system of airports to meet the roles and functions necessary to support civil aeronautical demand.	5% - 10% match required, depending on a project size and type of project.	\$1,500,000,000	\$10,000,000	400	\$4,000,000	June 30, 2022 (Rolling)	This is for larger projects, as eligible projects must involve more than \$25,000 in AD funds. If you have an eligible project, contact the program to discuss how to move forward.				Transportation	Public Transit, Building Efficiency Benefits, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	

Federal Funding Opportunities																					
VXB Status	Program Details				Agency		Eligibility				Funding				Deadline		Sector	Type of Project	Filter Criteria		
	Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expended Allocations	Average Award (Estimate)	Announced or Anticipated	High-Tech	Other Notes	Phases of Project			Resource Types	Applicant Types	
Not Eligible	New -IRA	Clean Heavy Duty Vehicles	To support the adoption and deployment of zero emission Class 3-8 heavy duty vehicles.	Environmental Protection Agency (EPA)	TBA	Grants and rebates are provided to cover up to 100% of costs for 1) replacing non zero emission vehicles with zero emission vehicles, 2) purchasing, installing, operating, and maintaining required infrastructure, 3) workforce development and training, and 4) planning and technical activities.	TBA	\$1,000,000,000	N/A	N/A	N/A	No later than Spring 2023	N/A	Polynomial applicants can prepare for this funding now by conducting an assessment of municipal fleets and develop a phased replacement plan for different vehicle types depending on their retirement timeline, available funding opportunities, etc.	\$600,000,000 is available until September 30, 2021. Additional \$400,000,000 is reserved for non-manufacturing areas.	Transportation	Electric Vehicle/Charging Equipment, Workforce Development, Clean Fuels	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New -IRA	Grants to Reduce Air Pollution at Ports	To support the purchase and installation of zero emission equipment and technology at ports, and the development of port/marine action plans, with a focus on ports in nonattainment areas.	Environmental Protection Agency (EPA)	TBA	Eligible activities include 1) purchasing or installing zero emission port equipment or technology for use at, or to deliver to, one or more ports, 2) conducting any relevant planning or permitting in connection with the purchase or installation of such zero emission port equipment or technology, and 3) developing qualified climate action plans.	TBA	\$1,000,000,000	N/A	N/A	N/A	TBA	N/A	\$2,250,000,000 is available until September 30, 2027. Additional \$750,000,000 is available for non-manufacturing areas.	Transportation	Electric Vehicle/Charging Equipment, Community Resiliency, Retaining & Building Capacity, Clean Fuels	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal		
Eligible/Contingent	New -IRA	Greenhouse Gas Reduction Grants	To assist communities in accelerating the deployment of low-carbon technologies and reducing or avoiding greenhouse gas emissions and other forms of air pollution.	Environmental Protection Agency (EPA)	TBA	Funding is designed to provide training and technical assistance for clean energy and energy efficiency projects. Funding is available to states, municipalities, tribes, non-profits, and other participating organizations (MPO).	TBA	\$28,932,000,000	N/A	N/A	N/A	No later than Spring 2023	N/A	This is largely considered to be a funding source for seeding green bank type structures and investment partnerships. More guidance is forthcoming.	\$7,000,000,000 for zero emission technology deployment, including rooftop and community solar, in low-income and disadvantaged communities, \$11,930,000,000 available for broad investments in reducing greenhouse gas emissions and promoting environmental justice, \$4,000,000,000 exclusively allocated to low-income and disadvantaged communities.	Electricity, Industry, Transportation, Buildings, Resiliency & Recovery, Any or All	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Disaster Recovery, Community Resiliency, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain, Electric Grid Upgrades, Building Electrification, Brightfields, Nature Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Revolving Loan Fund	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Eligible/Contingent	New -IRA	Climate Pollution Reduction Grants (Climate Pollution Plans and Implementation Grants)	To support a technology neutral approach to planning and implementation of greenhouse gas pollution reduction strategies.	TBA	TBA	Funding is available for states, territories, DC, tribes, and municipalities to develop and implement greenhouse gas emissions reduction plans.	TBA	\$5,000,000,000	N/A	N/A	N/A	No later than Summer 2023	N/A	Municipal departments/agencies are encouraged to work together to develop comprehensive emissions reduction plans. Consider leveraging private investments to expand efforts.	\$150,000,000 for planning activities and \$4,750,000,000 is for implementation grants.	Buildings, Transportation, Resiliency & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Building Electrification, Nature Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal	
Not Eligible	New -IRA	Environmental and Climate Justice Block Grants	To invest in community led projects in disadvantaged communities and community capacity building centers to address disproportionate environmental and public health harms related to pollution and climate change.	Environmental Protection Agency (EPA)	TBA	Eligible activities include 1) community led air and other pollution monitoring, prevention, and remediation, and investments in low- and zero-emission and resilient technologies and related infrastructure and workforce development, 2) mitigating climate and health risks from urban heat islands, extreme heat, avoid future limitations, and wildfire events, 3) climate resiliency and adaptation, 4) reducing indoor air quality and indoor air pollution, or 5) facilitating engagement of disadvantaged communities in state and federal advisory groups, workshops, townhalls, and other public processes.	TBA	\$1,000,000,000	N/A	N/A	N/A	TBA	N/A	\$2,800,000,000 is available until September 30, 2026. Add total \$200,000,000 is available for technical assistance.	Buildings, Transportation, Resiliency & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Retaining & Building Capacity, Building Electrification, Brightfields, Nature Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	Municipality, Non Profit, Public Agency/Local Authority, Tribal		
Not Eligible	New -IRA	Neighborhood Access and Equity Grant Program	To support neighborhood equity, safety, and affordable transportation access with competitive grants to reconnect communities divided by existing infrastructure barriers, mitigate negative impacts of transportation facilities or construction projects on disadvantaged or underserved communities, and support equitable transportation planning and community engagement activities.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible applicants include states, local governments, territories, and metropolitan planning organizations (MPO), Tribal governments, and nonprofits.	TBA	\$1,200,000,000	N/A	N/A	N/A	TBA	TBA	Consider both projects that remove dividing elements and enhance new access opportunities. This may include retaining or redefining a major road or highway as well as making it easier for rides to access transit.	\$1,800,000,000 is available until September 30, 2026. Additional \$1,200,000,000 is available for technical assistance.	Transportation, Resiliency & Recovery	Community Resiliency, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Nature Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New -IRA	Low Carbon Transportation Materials Grants	To reimburse or provide incentives for the use of construction materials and products that have substantially lower levels of embodied greenhouse gas emissions.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Reimbursement or incentive are only available for a project on a Federal-aid highway, a vital transportation facility, a Federal lands transportation facility, or a Federal lands access transportation facility.	Not required	\$2,000,000,000	N/A	N/A	N/A	TBA	N/A	\$2,000,000,000 is available until September 2026.	Transportation, Industry	Clean Manufacturing & Supply Chain, Retaining & Building Capacity	Implementation/Construction	Grant - Competitive/Discretionary	State, Public Agency/Local Authority, Tribal		
Eligible/Contingent	New -IRA	FEMA Building Materials Program	To provide incentives for low carbon and net-zero energy resilient or water efficiency substance indoor air quality or sustainability, implement the use of zero emission electricity generation, low emission building materials or processes, energy storage, or building electrification strategies, or address climate resilience of an eligible property.	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Funding can be used for pre-disaster hazard mitigation measures and post-disaster activities such as repairing, restoring, reconstructing, or replacing damaged facilities.	25% match required	N/A	N/A	N/A	N/A	TBA	N/A	N/A	N/A	Buildings	Building Weatherization, Building Efficiency Retrofits, Disaster Recovery	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New -IRA	USDA Assistance for Rural Electric Cooperatives	To provide loans and other financial assistance for electric cooperatives to achieve emissions reductions through the purchase or deployment of renewable energy, or to make energy efficiency improvements to existing electric generation infrastructure systems.	Department of Agriculture (USDA)	TBA	Eligible recipients include electric cooperatives, particularly those serving predominantly rural areas, and its subsidiaries.	TBA	\$8,300,000,000	\$9,700,000	N/A	N/A	TBA	N/A	Grant shall not exceed 25% of total project costs. Funding is available until 2021.	Electricity	Renewable Energy, Energy Storage, Building Efficiency Retrofits	Implementation/Construction, Design/Engineering	Grant - Competitive/Discretionary, Loan	Municipality, Public Agency/Local Authority, Non Profit		
Not Eligible	New -IRA	State and Private Forestry Conservation Program	To provide competitive grants to eligible entities for tree planting and related activities.	Department of Agriculture (USDA)	TBA	Eligible recipients include state agencies, local governmental entities, and nonprofit governmental entities, and nonprofits.	TBA	\$1,500,000,000	N/A	N/A	N/A	TBA	N/A	N/A	Resiliency & Recovery	Community Resiliency, Nature Based Solutions	Any or All	Grant - Competitive/Discretionary	Any or All		
Not Eligible	New -IRA	Improving Energy Efficiency and Water Efficiency in Climate Resilient Affordable Housing	To provide grants and direct loans to fund projects that improve energy or water efficiency, enhance indoor air quality or sustainability, implement the use of zero emission electricity generation, low emission building materials or processes, energy storage, or building electrification strategies, or address climate resilience of an eligible property.	Department of Housing & Urban Development (HUD)	TBA	Eligible recipients generally include owners or lessees of federally assisted housing projects, requirements may be waived by the Secretary.	Not required	\$837,500,000 in loans, less modifications, and grants	N/A	N/A	N/A	TBA	N/A	Direct loans may be converted to grants for recipients who agree to extended periods of affordability for their properties.	N/A	Buildings, Resiliency & Recovery	Energy Storage, Building Weatherization, Building Efficiency Retrofits, Community Resiliency	Implementation/Construction	Grant - Competitive/Discretionary, Loan	Non Profit, Public Agency/Local Authority	
Not Eligible	New -IRA	Alternative Fuel and Low Emission Aviation Technology Program	To provide competitive grants for eligible entities to carry out projects that produce, transport, blend, or store sustainable aviation fuel, or develop, demonstrate, or apply low emission aviation technologies.	Department of Transportation (DOT)	TBA	Eligible recipients include state or local governments, air carriers, airport sponsors, institutions of higher education or research, entities involved with sustainable aviation fuels or low emission aviation technologies, and nonprofits with experience in sustainable aviation fuels or low emission aviation technologies.	25% match (10% match if recipient is a small hub or non-hub airport)	\$192,000,000	N/A	N/A	N/A	TBA	TBA	Funding considerations include: the proposal's ability to increase domestic production of sustainable aviation fuels or low emission aviation technologies, the proposal's ability to decrease overall GHG emissions in the aviation sector, capacity to create new jobs and supply chain partnerships, the potential GHG emissions from sustainable aviation fuels projects, and the potential benefit of ensuring diverse feedback supply for sustainable aviation fuels.	\$1,500,000,000 for projects relating to the production, transportation, blending, or storage of sustainable aviation fuel. \$2,546,530,000 for projects relating to low emission aviation technologies. \$5,949,000 to fund the award of grants under this section, and oversight of this program.	Transportation, Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Any or All	Grant - Competitive/Discretionary	Any or All, State, Municipality, Non Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New -IRA	High Efficiency Electric Home Rebate Program (State Energy Program)	To help State Energy Offices develop and implement programs, which eligible, income qualified households projects will be rebated at the point of sale.	Department of Energy (DOE)	TBA	Purchases eligible for rebates include heat pumps, heat pump water heaters, heat pump dryers, electric lawn mowers, electric load service center upgrades, insulation, air sealing, ventilation, and electric wiring.	TBA	\$4,300,000,000 through FY23	\$14,000 per rebate recipient	N/A	N/A	TBA	TBA	Local governments should work with State Energy Offices to ensure rebate funds are promptly disbursed and able to be blended with existing non-federal incentive programs.	This program cannot be combined with other federal rebate programs.	Buildings	Building Weatherization, Building Efficiency Retrofits, Building Electrification	Implementation/Construction	Grant - Formula/Block, Unknown/Other Rebate	State	
Not Eligible	New -IRA	Home Energy Performance Based Whole House Rebates (State Energy Program)	To help State Energy Offices develop and implement HOMES programs rebating homeowners and aggregators undertaking whole house, energy saving retrofits.	Department of Energy (DOE)	TBA	This program is available to homeowners and aggregators. Restrictions apply based on the recipient's income and realized efficiency.	TBA	\$4,300,000,000 through FY21	Yes	N/A	N/A	TBA	TBA	Local governments should work with State Energy Offices to ensure rebate funds are promptly disbursed and able to be blended with existing non-federal incentive programs.	This program cannot be combined with other federal rebate programs. This program is administered via Home Energy Managing Savings (HOMES) programs, which fall under State Energy Programs.	Buildings	Building Weatherization, Building Efficiency Retrofits	Implementation/Construction	Grant - Formula/Block, Unknown/Other Rebate	State	
Not Eligible	New -IRA	State Based Home Energy Efficiency Contractor Training Grants (State Energy Program)	To reduce the cost of training contractors, provide testing and certification of contractors trained under State programs, and partner with non-profit organizations to develop and implement State programs.	Department of Energy (DOE)	TBA	Eligible recipients include contractors involved in the installation of energy efficiency and electrification improvements.	TBA	\$200,000,000 through FY21	TBA	TBA	TBA	TBA	N/A	N/A	Buildings	Workforce Development, Retaining & Building Capacity	Planning/Implementation/Construction	Grant - Formula/Block	State		
Evaluating Eligibility	New -IRA	Assistance for Low-carbon and Zero Building Energy Code Adoption	To facilitate residential building codes that meet/exceed ANSI/ASHRAE/IES standard 90.1-2019 (Latest Building Energy Code) to facilitate building codes that meet/exceed the zero energy provisions in the 2022 International Energy Conservation Code, or equivalent (Zero Energy Codes).	Department of Energy (DOE)	TBA	Eligible recipients include States and units of local government with the authority to adopt building codes.	Not required	\$1,000,000,000 through FY23 (\$330,000,000 for Latest Building Energy Code, \$670,000,000 for Zero Energy Codes)	N/A	N/A	N/A	TBA	N/A	N/A	Buildings	Building Weatherization, Building Efficiency Retrofits, Retaining & Building Capacity, Building Electrification	Planning/Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality		
Not Eligible	Existing -IRA Increase	Advanced Technology Vehicle Manufacturing	To provide direct loans to re-equip, expand, or establish US facilities engaged in the production and/or engineering integration of low- or zero-emission vehicles.	Department of Energy (DOE)	TBA	Eligible recipients include US automobile manufacturers and component suppliers with projects that are financially viable without federal funds.	Not required	\$3,000,000,000 through FY23	20% of project costs	N/A	N/A	TBA	N/A	This program recapitalizes the Advanced Technology Vehicle Manufacturing Incentive Program, originally established by the Energy Independence and Security Act of 2007 (42 U.S.C. 170136f).	Transportation, Industry	Clean Manufacturing & Supply Chain	Implementation/Construction	Loan	Public Agency/Local Authority		
Not Eligible	Existing -IRA Increase	Domestic Manufacturing Emission Grants	To provide grants for domestic production of efficient hybrid, plug-in electric hybrid, plug-in electric drive, and hydrogen fuel cell electric vehicles.	Department of Energy (DOE)	TBA	Eligible recipients must be US automobile manufacturers.	50% match required	\$7,000,000,000 through FY23	N/A	N/A	N/A	TBA	N/A	This program was originally established by the Energy Policy Act of 2005 (42 U.S.C. 18003).	Transportation, Industry	Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	Public Agency/Local Authority		
Not Eligible	New -IRA	Energy Infrastructure Reinvestment Program	To provide loans to retrofit, reequip, or replace electric or fossil fuel energy infrastructure that has ceased operations, or to enable operating infrastructure to avoid, reduce, utilize or sequester air pollutants or greenhouse gas emissions.	Department of Energy (DOE)	TBA	Applies to electric transmission or generation facilities, heat rate facilities, and facilities that use petroleum fuels or petrochemical feedstocks.	Not required	\$5,000,000,000 through FY2026	N/A	N/A	N/A	TBA	N/A	Learn more about how your community or utility could consider leveraging this program here: https://www.energy.gov/eere/energy-infrastructure-reinvestment-financing after Section 1705 (42 U.S.C. 18505).	Electricity	Renewable Energy, Energy Storage, Community Resiliency, Brightfields	Implementation/Construction	Loan	Public Agency/Local Authority, Non Profit, Municipality, Tribal		
Not Eligible	New -IRA	Transmission Facility Financing	Direct loans to non-federal borrowers for the construction or modification of electric transmission facilities.	Department of Energy (DOE)	TBA	Eligible non-federally owned transmission facilities must be designated to be necessary in the national interest by the Secretary of the DOE, according to the transmission studies conducted every 3 years under Section 216(a) of the Federal Power Act of 2005 in concern with affected States and Tribes.	Minimum 20% match required	\$2,000,000,000 through FY2020	N/A	N/A	N/A	TBA	N/A	Transmission facilities determined necessary in the national interest are set by the criteria listed in section 216(a) of the Federal Power Act.	Electricity	Retaining & Building Capacity, Renewable Energy, Electric Grid Upgrades	Implementation/Construction	Loan	State, Public Agency/Local Authority, Tribal		

Federal Funding Opportunities														Filter Criteria					
VKB Status	Program Details			Agency		Eligibility		Funding				Deadline	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Types	Applicant Types
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	Sub-Department	Applicant and/or Project Eligibility Requirements	Matching Funds	Funding Available	Max Award Amount	Expected Allocation	Average Award (Estimate)	Announced or Anticipated							
Not Eligible	New - IBA	Grants to Facilitate the Siting of Interstate Electricity Transmission Lines	Grants made to transmission siting authorities can cover: siting impact analyses, examination of alternate siting corridors, participation in regulatory proceedings in another jurisdiction, actions that may shorten the approval or permitting process, or economic development activities for communities affected by the siting of the project.	Department of Energy (DOE)	IEA	Siting Authority refers to State, local, or tribal entities with authority to make a final decision regarding siting, permitting, or regulatory status of a covered project. "Covered transmission projects" include high-voltage interstate or offshore electricity transmission lines that operate at a minimum of 345 kilovolts (AC or DC) or offshore 200 kilovolts (AC or DC).	50% match required for total project costs	\$760,000,000 through FY2029	N/A	N/A	N/A	N/A		Final decisions on the siting or permitting of the covered transmission project must be made not later than 2 years after the date on which the grant is provided. Economic development funds may only be released after the approval or commencement of construction of the covered transmission project.	Electricity	Renewing & Building Capacity, Renewable Energy, Electric Grid Upgrades	Planning/Design/Engineering	Grant - Competitive/Discretionary	State, Municipality, Tribal
Not Eligible	New - IBA	Advanced Paths Through Research Experiences	To support the development of workforce programs and partnerships that will facilitate the continued development of solar energy technologies, while supporting an inclusive workforce with opportunities for career advancement, including through union memberships.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligibility for this program is unrestricted. Projects should primarily relate to solar deployment and related careers for installation system design, operations and maintenance (O&M), electrical work, project management, sales, and business operations.	Not required	\$10,000,000	\$1,500,000	16	\$625,000	Emergency Pathways Due September 10, 2022; Full Applications due December 6, 2022	Proposals focused on solar manufacturing and other equipment will be considered but are not expected to be the primary area of focus for the funding program. Applicants should use the Concept Papers part of the application process to develop their initial proposal and get feedback from DOE.	Electricity	Workforce Development	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Community Resilience Through Design and Deployment	To support the formation of U.S. community coalitions that will develop, design, and install community geothermal heating and cooling systems.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligibility for this program is unrestricted, though applicants are anticipated to be U.S. community coalitions.	Minimum 20% match required	\$13,000,000	\$10,000,000	30	\$1,300,000	October 11, 2022	Learn more about feasibility and considerations here: https://www.nrel.gov/energy-research/assessing_community_resilience.html Learn more on system-cool comparisons here: https://technical-publications.nrel.gov/publications/2021/01/13/injection-point-when-heating-with-gas-costs-more	Buildings	Building Efficiency Retrofits, Building Electrification	Funding/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New - IBA	Scale and Grid Reliability Demonstration	To demonstrate the capability of large scale solar and wind plants to provide grid services to the bulk power grid and improve grid reliability.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Wind and solar energy replace fossil fuels as a source of electricity and reduce greenhouse gas emissions in the process. Reliability improvements will improve not only the provision of electricity, but also the perception of wind and solar as dependable power sources.	Minimum 20% match required	\$26,000,000	\$5,900,000	9	\$2,888,889	Concept Papers due September 15, 2022; Full Applications due November 17, 2022	Under all topics, teams that include multiple partners are preferred over applications that include a single organization. Teams are encouraged to include representation from diverse entities, such as Historically Black Colleges and Universities (HBCUs), Minority Serving Institutions (MSIs), or through linkages with Opportunity Zones, and work with relevant labor unions where appropriate.	Electricity	Renewable Energy, Renewing & Building Capacity, Electric Grid Upgrades	Design/Engineering, Implementation/Construction	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal	
Not Eligible	New	Funding Opportunities in Support of the Hydrogen Hub and Research, Commercialization, and Resilience	To (1) fund R&D projects that leverage the HydroGEN program to reduce the cost of clean hydrogen, (2) develop/validate sensor technologies for monitoring and measuring hydrogen leaks, (3) establish/validate the potential for novel, material-based hydrogen transport and storage technologies, and (4) improve hydrogen fuel cells for use in heavy-duty transportation. This program also seeks to (5) establish a university research consortium to help implement grid resilience programs and advance needed investments.	Department of Energy (DOE)	Hydrogen and Fuel Cell Technologies Office (HTTCO)	Primary applicants may include states, tribal governments, local governments, non-profits, for-profit businesses, educational institutions, and individuals. Only U.S. universities may apply as prime recipients for Topic 5.	Minimum 20% match required	\$40,000,000	\$10,000,000	28	\$3,340,911	Concept Papers due September 23, 2022; Full Applications due December 1, 2022	DOE announces multiple Federal assistance awards in the form of cooperative agreements, with the period of performance being approximately two to four years. DOE encourages applicant teams that include stakeholders within academia, industry, and national laboratories across multiple technical disciplines. Teams are encouraged to include representation from diverse entities such as minority-serving institutions or through linkages with Opportunity Zones.	Industry, Transportation	Renewable Energy, Clean Manufacturing & Supply Chain, Clean Fuels	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All	
Not Eligible	New	Higher Blends to Accelerate Production	To increase the sales and use of higher blends of ethanol and biodiesel by expanding the infrastructure for renewable fuels derived from U.S. agricultural products. The program is also intended to encourage a more comprehensive approach to meet higher blends by sharing the costs related to building out ethanol-related infrastructure.	Department of Agriculture (USDA)	N/A	Intended recipients include transportation fueling and distribution facilities, including fueling stations, convenience stores, hypermarket fueling stations, fleet facilities (including rail and marine), terminals, depots, etc.	Minimum 50% match required (up to a max of \$5,000,000)	\$100,000,000	\$5,000,000	200	\$500,000	November 21, 2022	N/A	Transportation	Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	Public Agency/Local Authority, Non-Profit	

A- Budget Report Account Summary

For Fiscal: 2022-2023 Period Ending: 03/31/2023



Village of Key Biscayne

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - General Fund								
Department: 00 - Undesignated								
Revenue								
001-00-311-31100-000000	AD VALOREM TAX	27,249,779.00	27,249,779.00	674,670.66	24,866,103.62	0.00	-2,383,675.38	8.75 %
001-00-312-31201-000000	CHAPTER 175 - FF RETIREMENT TRUST FUND	326,627.00	326,627.00	0.00	0.00	0.00	-326,627.00	100.00 %
001-00-312-31202-000000	CHAPTER 185 - POLICE RETIREMENT TRUST FUND	264,391.00	264,391.00	0.00	0.00	0.00	-264,391.00	100.00 %
001-00-314-31401-000000	UTILITY TAXES - ELECTRIC	1,735,000.00	1,735,000.00	108,826.56	705,179.47	0.00	-1,029,820.53	59.36 %
001-00-314-31402-000000	UTILITY TAXES - WATER	600,000.00	600,000.00	0.00	153,092.15	0.00	-446,907.85	74.48 %
001-00-314-31403-000000	UTILITY TAXES - GAS	105,000.00	105,000.00	9,328.80	47,496.90	0.00	-57,503.10	54.76 %
001-00-315-31501-000000	STATE CST	680,000.00	680,000.00	60,735.54	232,829.76	0.00	-447,170.24	65.76 %
001-00-323-32301-000000	FRANCHISE FEES - ELECTRIC	1,250,000.00	1,250,000.00	129,993.24	487,174.10	0.00	-762,825.90	61.03 %
001-00-329-32903-000000	PUBLIC RECORDS REQUEST	327.00	327.00	-380.50	4.50	0.00	-322.50	98.62 %
001-00-331-33101-000000	HURRICANE IRMA	0.00	0.00	3,195.66	3,195.66	0.00	3,195.66	0.00 %
001-00-331-33110-000000	HURRICANE IAN 9.23.2022	0.00	0.00	0.00	27,093.60	0.00	27,093.60	0.00 %
001-00-334-33429-000000	STATE GRANT JAGC	0.00	0.00	0.00	1,875.00	0.00	1,875.00	0.00 %
001-00-335-33500-000000	STATE REVENUE SHARING - MUNICIPAL	355,460.00	355,460.00	37,371.31	177,310.18	0.00	-178,149.82	50.12 %
001-00-335-33501-000000	STATE REVENUE SHARING - HALF CENT SALES TAX	1,232,203.00	1,232,203.00	129,872.25	545,855.67	0.00	-686,347.33	55.70 %
001-00-335-33502-000000	STATE REVENUE SHARING - ALCOHOLIC BEVERAGE LICENSE	16,242.00	16,242.00	0.00	174.80	0.00	-16,067.20	98.92 %
001-00-335-33503-000000	STATE REVENUE SHARING - FIREFIGHTER SUPPLEMENT	17,085.00	17,085.00	6,450.00	6,450.00	0.00	-10,635.00	62.25 %
001-00-337-33701-000000	SURFSIDE BUILDING INCIDENT	0.00	0.00	80,475.32	84,813.26	0.00	84,813.26	0.00 %
001-00-341-34101-000000	LOBBYST REGISTRATION	2,000.00	2,000.00	0.00	500.00	0.00	-1,500.00	75.00 %
001-00-349-34902-000000	GOLF CART REGISTRATION	10,873.00	10,873.00	-15.00	2,450.00	0.00	-8,423.00	77.47 %
001-00-349-34903-000000	FINGERPRINTS	1,007.00	1,007.00	0.00	325.00	0.00	-682.00	67.73 %
001-00-354-35403-000000	FINES - FORFEITURES	6,567.00	6,567.00	975.00	3,550.00	0.00	-3,017.00	45.94 %
001-00-360-36001-000000	MISCELLANEOUS REVENUE	100,147.00	100,147.00	25,974.04	89,965.16	0.00	-10,181.84	10.17 %
001-00-361-36101-000000	INTEREST INCOME	230,048.00	230,048.00	202,362.19	967,269.70	0.00	737,221.70	420.46 %
001-00-364-36400-000000	SALES/DISPOSITION OF FIXED ASSETS	0.00	0.00	0.00	8,850.00	0.00	8,850.00	0.00 %
001-00-369-36901-000000	INSURANCE CLAIMS	0.00	0.00	1,335.00	11,677.97	0.00	11,677.97	0.00 %
001-00-370-37005-000000	CARRYOVER WORKING CAPITAL	0.00	-25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
	Revenue Total:	34,182,756.00	34,157,756.00	1,471,170.07	28,423,236.50	0.00	-5,734,519.50	16.79%
Expense								
001-00-311-31101-000000	LAND ACQUISITION RESERVE (1% AD VALOREM)	272,498.00	272,498.00	6,746.71	248,661.04	0.00	23,836.96	8.75 %
	Expense Total:	272,498.00	272,498.00	6,746.71	248,661.04	0.00	23,836.96	8.75%
	Department: 00 - Undesignated Surplus (Deficit):	33,910,258.00	33,885,258.00	1,464,423.36	28,174,575.46	0.00	-5,710,682.54	16.85%

A- Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 11 - COUNCIL							
Expense							
001-11-511-40000-000000	TRAVEL & PER DIEM	9,000.00	9,000.00	485.45	2,307.30	0.00	6,692.70 74.36 %
001-11-511-47001-000000	PRINTING & BINDING	1,000.00	1,000.00	0.00	236.03	0.00	763.97 76.40 %
001-11-511-48029-000000	EDUCATION ADVISORY BOARD	36,500.00	36,500.00	0.00	0.00	0.00	36,500.00 100.00 %
001-11-511-52000-000000	OPERATING SUPPLIES	9,500.00	9,500.00	100.37	8,254.02	0.00	1,245.98 13.12 %
001-11-511-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	0.00	0.00	6,007.00	6,744.47	0.00	-6,744.47 0.00 %
001-11-511-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	3,484.00	3,484.00	0.00	2,237.00	0.00	1,247.00 35.79 %
	Expense Total:	59,484.00	59,484.00	6,592.82	19,778.82	0.00	39,705.18 66.75%
	Department: 11 - COUNCIL Total:	59,484.00	59,484.00	6,592.82	19,778.82	0.00	39,705.18 66.75%
Department: 12 - CLERK							
Expense							
001-12-512-12199-000000	SALARIES AND WAGES	169,000.00	169,000.00	18,515.72	77,308.46	0.00	91,691.54 54.26 %
001-12-512-14001-000000	OVERTIME	0.00	0.00	0.00	146.16	0.00	-146.16 0.00 %
001-12-512-15002-000000	CELL PHONE/ CAR ALLOWANCE	6,000.00	6,000.00	692.31	2,884.62	0.00	3,115.38 51.92 %
001-12-512-15101-000000	VACATION PAID	7,000.00	7,000.00	1,009.94	1,514.91	0.00	5,485.09 78.36 %
001-12-512-21000-000000	PAYROLL TAXES	14,000.00	14,000.00	1,505.45	6,248.60	0.00	7,751.40 55.37 %
001-12-512-22000-000000	RETIREMENT CONTRIBUTIONS	21,000.00	21,000.00	1,454.42	9,434.55	0.00	11,565.45 55.07 %
001-12-512-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	22,000.00	22,000.00	-214.89	10,422.61	616.92	10,960.47 49.82 %
001-12-512-24000-000000	WORKERS COMPENSATION	200.00	200.00	16.36	150.53	70.69	-21.22 -10.61 %
001-12-512-34000-000000	CONTRACT SERVICES - FACILITY MGMT	5,190.00	5,190.00	380.73	2,284.38	-452.00	3,357.62 64.69 %
001-12-512-40000-000000	TRAVEL & PER DIEM	5,928.00	5,928.00	0.00	1,190.48	0.00	4,737.52 79.92 %
001-12-512-41000-000000	COMMUNICATIONS	1,989.00	1,989.00	459.96	3,139.24	0.00	-1,150.24 -57.83 %
001-12-512-41001-000000	SOCIAL MEDIA	11,514.00	11,514.00	0.00	9,500.00	0.00	2,014.00 17.49 %
001-12-512-42000-000000	POSTAGE & FREIGHT	500.00	500.00	58.51	183.53	0.00	316.47 63.29 %
001-12-512-43000-000000	UTILITIES	8,160.00	8,160.00	528.24	2,535.87	0.00	5,624.13 68.92 %
001-12-512-44000-000000	RENTALS & LEASES	4,350.00	4,350.00	484.72	2,478.13	0.00	1,871.87 43.03 %
001-12-512-45000-000000	PROPERTY & LIABILITY INSURANCE	8,269.00	8,269.00	1,988.79	4,094.57	0.00	4,174.43 50.48 %
001-12-512-46007-000000	REPAIRS & MAINTENANCE VLLG HALL	4,710.00	4,710.00	0.00	1,500.00	0.00	3,210.00 68.15 %
001-12-512-47001-000000	PRINTING & BINDING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00 100.00 %
001-12-512-49000-000000	OTHER CURRENT CHARGES	0.00	0.00	0.00	28,138.54	0.00	-28,138.54 0.00 %
001-12-512-49001-000000	CURRENT CHARGES - ORDINANCE CODIFICATION	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00 100.00 %
001-12-512-49002-000000	ELECTION EXPENSE	9,750.00	9,750.00	3,638.60	19,392.79	0.00	-9,642.79 -98.90 %
001-12-512-49003-000000	CURRENT CHARGES - LEGAL ADVERTISING	20,000.00	20,000.00	278.23	5,085.12	0.00	14,914.88 74.57 %
001-12-512-51001-000000	OFFICE SUPPLIES	5,000.00	5,000.00	162.24	2,905.82	0.00	2,094.18 41.88 %
001-12-512-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	37,883.00	37,883.00	490.94	30,657.76	0.00	7,225.24 19.07 %
001-12-512-52006-000000	IT EQUIPM <5000 - VIDEO STREAMING	26,050.00	26,050.00	0.00	15,252.30	0.00	10,797.70 41.45 %
001-12-512-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	4,594.00	4,594.00	0.00	335.00	0.00	4,259.00 92.71 %

A- Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
001-12-512-55000-000000	TRAINING	5,000.00	5,000.00	0.00	75.00	0.00	4,925.00	98.50 %
Expense Total:		410,587.00	410,587.00	31,450.27	236,858.97	235.61	173,492.42	42.25%
Department: 12 - CLERK Total:		410,587.00	410,587.00	31,450.27	236,858.97	235.61	173,492.42	42.25%
Department: 13 - ADMINISTRATIVE								
Expense								
001-13-513-12189-000000	5% TRANSPORTATION ALLOCATION	0.00	0.00	-4,437.72	-9,453.48	0.00	9,453.48	0.00 %
001-13-513-12190-000000	5% TRANSIT ALLOCATION	0.00	0.00	-1,109.43	-2,363.37	0.00	2,363.37	0.00 %
001-13-513-12199-000000	SALARIES AND WAGES	1,456,000.00	1,456,000.00	160,475.78	642,634.90	0.00	813,365.10	55.86 %
001-13-513-14001-000000	OVERTIME	20,000.00	20,000.00	0.00	60.54	0.00	19,939.46	99.70 %
001-13-513-15002-000000	CELL PHONE/ CAR ALLOWANCE	28,000.00	28,000.00	3,046.14	12,692.25	0.00	15,307.75	54.67 %
001-13-513-15101-000000	VACATION PAID	9,000.00	9,000.00	921.55	7,154.74	0.00	1,845.26	20.50 %
001-13-513-21000-000000	PAYROLL TAXES	108,000.00	108,000.00	12,581.89	45,708.06	0.00	62,291.94	57.68 %
001-13-513-22000-000000	RETIREMENT CONTRIBUTIONS	175,000.00	175,000.00	9,452.91	57,965.90	0.00	117,034.10	66.88 %
001-13-513-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	141,000.00	141,000.00	1,493.94	52,501.74	3,954.08	84,544.18	59.96 %
001-13-513-24000-000000	WORKERS COMPENSATION	2,000.00	2,000.00	158.91	1,487.61	719.90	-207.51	-10.38 %
001-13-513-25001-000000	UNEMPLOYMENT COMPENSATION	0.00	0.00	0.00	552.02	0.00	-552.02	0.00 %
001-13-513-31002-000000	PROF SERVICES- RECRUITING/HIRING	8,000.00	8,000.00	0.00	7,630.59	0.00	369.41	4.62 %
001-13-513-31004-000000	PROF SERVICES - BEACH FUNDING CONSULTANTS	60,000.00	132,000.00	17,000.00	61,000.00	77,000.00	-6,000.00	-4.55 %
001-13-513-31008-000000	STRATEGIC PLANNING WORKSHOP	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
001-13-513-31012-000000	GRANT CONSULTANT	40,000.00	40,000.00	0.00	1,500.00	20,000.00	18,500.00	46.25 %
001-13-513-31013-000000	VIDEOGRAPHY/STUDIO MANAGEMENT	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
001-13-513-31026-000000	BEST PRACTICE- WORKFLOW ANALYSIS	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
001-13-513-31027-000000	STRATEGIC GOVERNMENT POLICY SUPPORT	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00 %
001-13-513-31101-000000	STATE RELATIONS REPRESENTATIVE	112,000.00	40,000.00	3,750.00	38,750.00	18,750.00	-17,500.00	-43.75 %
001-13-513-32001-000000	AUDITING & ACTUARIAL	78,500.00	78,500.00	0.00	47,900.01	20,999.99	9,600.00	12.23 %
001-13-513-32002-000000	ADP FEES	0.00	0.00	2,062.06	15,419.68	0.00	-15,419.68	0.00 %
001-13-513-32004-000000	FINANCIAL ADVISOR	9,000.00	9,000.00	0.00	1,500.00	0.00	7,500.00	83.33 %
001-13-513-34000-000000	CONTRACT SERVICES - FACILITY MGMT	14,258.00	14,258.00	1,047.01	6,282.06	-1,241.61	9,217.55	64.65 %
001-13-513-34010-000000	RESIDENT EXPERIENCE AND TRAINING	25,000.00	25,000.00	0.00	5,000.00	0.00	20,000.00	80.00 %
001-13-513-40000-000000	TRAVEL & PER DIEM	15,000.00	15,000.00	0.00	4,810.41	0.00	10,189.59	67.93 %
001-13-513-41000-000000	COMMUNICATIONS	41,062.00	41,062.00	1,152.63	7,124.35	0.00	33,937.65	82.65 %
001-13-513-42000-000000	POSTAGE & FREIGHT	4,000.00	4,000.00	37.49	739.10	0.00	3,260.90	81.52 %
001-13-513-43000-000000	UTILITIES	22,557.00	22,557.00	1,449.10	7,067.71	0.00	15,489.29	68.67 %
001-13-513-44000-000000	RENTALS & LEASES	7,760.00	7,760.00	878.39	4,374.88	0.00	3,385.12	43.62 %
001-13-513-45000-000000	PROPERTY & LIABILITY INSURANCE	24,821.00	24,821.00	6,048.27	12,459.20	0.00	12,361.80	49.80 %
001-13-513-46007-000000	REPAIRS & MAINTENANCE VLLG HALL	0.00	0.00	0.00	732.19	0.00	-732.19	0.00 %
001-13-513-47001-000000	PRINTING & BINDING	1,000.00	1,000.00	153.00	663.50	0.00	336.50	33.65 %
001-13-513-48019-000000	COMMUNITY SPONSORSHIP	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
001-13-513-48040-000000	COMMUNITY ENGAGEMENT	33,300.00	33,300.00	0.00	0.00	0.00	33,300.00	100.00 %
001-13-513-49000-000000	OTHER CURRENT CHARGES & OBLIGATIONS	49,500.00	49,500.00	16.02	7,306.80	0.00	42,193.20	85.24 %
001-13-513-49002-000000	OTHER CURRENT CHARGES CHAMBER OF COMMERCE	89,235.00	89,235.00	22,308.75	42,484.96	0.00	46,750.04	52.39 %

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001-13-513-49013-000000 BANK CHARGES	0.00	0.00	1,502.84	8,490.59	0.00	-8,490.59	0.00 %
001-13-513-51001-000000 OFFICE SUPPLIES	18,500.00	18,500.00	1,335.99	10,865.97	0.00	7,634.03	41.27 %
001-13-513-52001-000000 IT EQUIPMENT <5000 AND SOFTWARE	139,999.00	139,999.00	8,894.09	41,396.50	0.00	98,602.50	70.43 %
001-13-513-52008-000000 MEALS AND ENTERTAINMENT	0.00	0.00	0.00	3,174.91	0.00	-3,174.91	0.00 %
001-13-513-54001-000000 SUBSCRIPTIONS & MEMBERSHIPS	9,156.00	9,156.00	0.00	4,459.99	0.00	4,696.01	51.29 %
001-13-513-55000-000000 TRAINING	23,170.00	23,170.00	-745.00	0.00	0.00	23,170.00	100.00 %
001-13-513-82000-000000 GRANTS-EDUCATIONAL INITIATIVES	35,000.00	35,000.00	0.00	2,577.45	0.00	32,422.55	92.64 %
001-13-513-91001-000000 CARRYFORWARD	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %
Expense Total:	3,017,818.00	3,017,818.00	249,474.61	1,152,651.76	140,182.36	1,724,983.88	57.16%
Department: 13 - ADMINISTRATIVE Total:	3,017,818.00	3,017,818.00	249,474.61	1,152,651.76	140,182.36	1,724,983.88	57.16%
Department: 14 - LEGAL							
Expense							
001-14-514-31005-000000 LEGAL COUNSEL - GENERAL	308,000.00	283,000.00	24,341.93	124,449.85	158,550.15	0.00	0.00 %
001-14-514-31006-000000 LEGAL COUNSEL - LAWSUITS	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00	0.00 %
001-14-514-31007-000000 LEGAL COUNSEL - LABOR RELATIONS	60,000.00	60,000.00	517.00	2,632.00	57,368.00	0.00	0.00 %
001-14-514-31008-000000 LEGAL COUNSEL-UNDERGROUND UTILITIES	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	0.00 %
001-14-514-31010-000000 LEGAL COUNSEL - BOND COUNSEL	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00 %
001-14-514-31011-000000 SPECIAL PROJECTS	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00	0.00 %
001-14-514-31019-000000 LEGAL COUNSEL - LITIGATION	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	0.00 %
Expense Total:	598,000.00	573,000.00	24,858.93	127,081.85	445,918.15	0.00	0.00%
Department: 14 - LEGAL Total:	598,000.00	573,000.00	24,858.93	127,081.85	445,918.15	0.00	0.00%
Department: 15 - PLANNING							
Revenue							
001-15-316-31600-000000 LOCAL BUSINESS TAX (BTR)	115,000.00	115,000.00	1,726.29	104,079.99	0.00	-10,920.01	9.50 %
001-15-329-32902-000000 OTEHR FEE/ ZONING-SITE PLAN REVIEW	45,522.00	45,522.00	375.00	18,352.57	0.00	-27,169.43	59.68 %
Revenue Total:	160,522.00	160,522.00	2,101.29	122,432.56	0.00	-38,089.44	23.73%
Expense							
001-15-515-12000-000000 SALARY ALLOCATION	89,000.00	89,000.00	18,848.00	18,848.00	0.00	70,152.00	78.82 %
001-15-515-12199-000000 SALARIES AND WAGES	278,000.00	278,000.00	36,760.29	147,905.10	0.00	130,094.90	46.80 %
001-15-515-14001-000000 OVERTIME	3,000.00	3,000.00	128.57	2,469.27	0.00	530.73	17.69 %
001-15-515-15002-000000 CELL PHONE/ CAR ALLOWANCE	6,000.00	6,000.00	1,142.28	4,609.50	0.00	1,390.50	23.18 %
001-15-515-15101-000000 VACATION PAID	0.00	0.00	0.00	1,562.51	0.00	-1,562.51	0.00 %
001-15-515-21000-000000 PAYROLL TAXES	22,000.00	22,000.00	2,831.87	11,653.23	0.00	10,346.77	47.03 %
001-15-515-22000-000000 RETIREMENT CONTRIBUTIONS	34,000.00	34,000.00	2,531.64	16,439.34	0.00	17,560.66	51.65 %
001-15-515-23000-000000 LIFE, HEALTH, DISABILITY INSURANCE	43,000.00	43,000.00	-425.61	14,924.93	1,205.84	26,869.23	62.49 %
001-15-515-24000-000000 WORKERS COMPENSATION	3,000.00	3,000.00	238.37	2,231.43	1,079.84	-311.27	-10.38 %
001-15-515-31001-000000 PROF SERVICES-STRATEGIC PLANNING	31,200.00	31,200.00	1,576.00	1,576.00	7,424.00	22,200.00	71.15 %
001-15-515-33001-000000 COURT REPORTING - SPCL MAGISTRATES	2,000.00	2,000.00	1,526.51	1,526.51	0.00	473.49	23.67 %
001-15-515-34000-000000 CONTRACT SERVICES - FACILITY MGMT	1,459.00	1,459.00	105.76	634.56	-127.05	951.49	65.22 %
001-15-515-40000-000000 TRAVEL & PER DIEM	3,340.00	3,340.00	0.00	1,503.02	0.00	1,836.98	55.00 %

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001-15-515-41000-000000	COMMUNICATIONS	0.00	0.00	284.18	1,787.10	0.00	-1,787.10 0.00 %
001-15-515-42000-000000	POSTAGE & FREIGHT	1,100.00	1,100.00	0.00	36.59	0.00	1,063.41 96.67 %
001-15-515-43000-000000	UTILITIES	2,484.00	2,484.00	149.91	834.29	0.00	1,649.71 66.41 %
001-15-515-44000-000000	RENTALS & LEASES	495.00	495.00	27.41	194.06	0.00	300.94 60.80 %
001-15-515-45000-000000	PROPERTY & LIABILITY INSURANCE	3,437.00	3,437.00	842.31	1,626.13	0.00	1,810.87 52.69 %
001-15-515-46004-000000	REPAIRS & MAINT - VEHICLES	1,600.00	1,600.00	0.00	10.68	0.00	1,589.32 99.33 %
001-15-515-47001-000000	PRINTING & BINDING	3,000.00	3,000.00	0.00	1,220.96	0.00	1,779.04 59.30 %
001-15-515-51001-000000	OFFICE SUPPLIES	3,200.00	1,000.00	0.00	1,311.41	0.00	-311.41 -31.14 %
001-15-515-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	9,438.00	9,438.00	885.44	2,368.28	0.00	7,069.72 74.91 %
001-15-515-52002-000000	OPERATING SUPPLIES - UNIFORMS	1,000.00	1,000.00	400.00	400.00	0.00	600.00 60.00 %
001-15-515-52003-000000	OPERATING SUPPLIES- VEHICLE FUEL	0.00	2,200.00	34.94	317.76	1,882.24	0.00 0.00 %
001-15-515-52008-000000	MEALS AND ENTERTAINMENT	0.00	0.00	8.88	87.06	0.00	-87.06 0.00 %
001-15-515-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	1,795.00	1,795.00	0.00	1,172.08	0.00	622.92 34.70 %
001-15-515-55000-000000	TRAINING	2,000.00	2,000.00	0.00	765.28	0.00	1,234.72 61.74 %
Expense Total:		545,548.00	545,548.00	67,896.75	238,015.08	11,464.87	296,068.05 54.27%
Department: 15 - PLANNING Surplus (Deficit):		-385,026.00	-385,026.00	-65,795.46	-115,582.52	-11,464.87	257,978.61 67.00%

Department: 17 - DEBT
Expense

001-17-517-71005-000000	PRINCIPAL - SEWER LOAN #1	13,888.00	13,888.00	0.00	13,889.45	0.00	-1.45 -0.01 %
001-17-517-71012-000000	PRINCIPAL-KEY GOVERNMENT LTD GEN OBLIG	1,819,000.00	1,819,000.00	0.00	1,819,000.00	0.00	0.00 0.00 %
001-17-517-71013-000000	PRINCIPAL - KEY GOVERNMENT FIRE ENGINE 2021	75,000.00	75,000.00	0.00	75,000.00	0.00	0.00 0.00 %
001-17-517-72005-000000	INTEREST - SEWER LOAN #1	178.00	178.00	0.00	177.80	0.00	0.20 0.11 %
001-17-517-72012-000000	INTEREST-KEY GOVERNMENT FINANCE S2021	96,183.00	96,183.00	48,090.90	48,090.90	0.00	48,092.10 50.00 %
001-17-517-72013-000000	INTEREST - KEY GOVERNMENT FIRE ENGINE 2021	10,584.00	10,584.00	5,292.00	5,292.00	0.00	5,292.00 50.00 %
Expense Total:		2,014,833.00	2,014,833.00	53,382.90	1,961,450.15	0.00	53,382.85 2.65%
Department: 17 - DEBT Total:		2,014,833.00	2,014,833.00	53,382.90	1,961,450.15	0.00	53,382.85 2.65%

Department: 21 - LAW ENFORCEMENT
Revenue

001-21-338-33801-000000	LOCAL REV SHARING- SCHOOL CROSSING GUARDS	40,685.00	40,685.00	16.52	26,726.79	0.00	-13,958.21 34.31 %
001-21-338-33802-000000	LOCAL REVENUE SHARING- LETTF	2,307.00	2,307.00	153.21	756.68	0.00	-1,550.32 67.20 %
001-21-354-35405-000000	MDC PARKING FINES	7,324.00	7,324.00	253.20	4,094.76	0.00	-3,229.24 44.09 %
001-21-354-35406-000000	MDC TRAFFIC FINES	8,800.00	8,800.00	618.66	6,287.03	0.00	-2,512.97 28.56 %
Revenue Total:		59,116.00	59,116.00	1,041.59	37,865.26	0.00	-21,250.74 35.95%

Expense

001-21-521-12199-000000	SALARIES AND WAGES	4,755,000.00	4,755,000.00	512,626.40	2,146,975.57	0.00	2,608,024.43 54.85 %
001-21-521-14001-000000	OVERTIME	367,000.00	367,000.00	26,353.16	124,673.00	0.00	242,327.00 66.03 %
001-21-521-14002-000000	POLICE OT IN LIEU OF KELLY (ADP 16)	0.00	0.00	6,073.22	22,144.60	0.00	-22,144.60 0.00 %
001-21-521-15001-000000	OTHER PAY- LONGEVITY BONUSES	18,000.00	18,000.00	3,830.38	6,937.36	0.00	11,062.64 61.46 %
001-21-521-15004-000000	UNIFORMS ALLOWANCE	27,000.00	27,000.00	0.00	12,600.00	0.00	14,400.00 53.33 %
001-21-521-15101-000000	VACATION PAID	192,000.00	192,000.00	34,915.79	114,644.19	0.00	77,355.81 40.29 %

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001-21-521-15102-000000	OTHER PAY - HOLIDAY PAY	81,000.00	81,000.00	8,785.47	65,611.86	0.00	15,388.14 19.00 %
001-21-521-15103-000000	OTHER PAY - OFF DUTY	10,000.00	10,000.00	3,475.00	7,230.85	0.00	2,769.15 27.69 %
001-21-521-15104-000000	INCENTIVE PAY EDUCATION	25,000.00	25,000.00	2,130.00	7,530.00	0.00	17,470.00 69.88 %
001-21-521-15105-000000	OTHER PAY - ACTING PAY	5,000.00	5,000.00	1,586.52	5,744.59	0.00	-744.59 -14.89 %
001-21-521-16001-000000	COMPENSATED ABSENCES	44,000.00	44,000.00	810.49	8,850.73	0.00	35,149.27 79.88 %
001-21-521-21000-000000	PAYROLL TAXES	416,000.00	416,000.00	45,507.73	193,015.06	0.00	222,984.94 53.60 %
001-21-521-22000-000000	RETIREMENT CONTRIBUTIONS	634,000.00	634,000.00	41,449.13	274,072.00	0.00	359,928.00 56.77 %
001-21-521-22001-000000	RETIREMENT CONTRIB CHPT 175/185	264,391.00	264,391.00	0.00	0.00	0.00	264,391.00 100.00 %
001-21-521-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	594,000.00	594,000.00	-3,800.34	263,533.22	16,657.28	313,809.50 52.83 %
001-21-521-24000-000000	WORKERS COMPENSATION	83,000.00	83,000.00	6,585.50	61,694.08	29,901.42	-8,595.50 -10.36 %
001-21-521-31002-000000	PROF SERVICES- RECRUITING/HIRING	27,150.00	27,150.00	714.25	4,201.25	0.00	22,948.75 84.53 %
001-21-521-31014-000000	TECHNICAL SERVICES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00 100.00 %
001-21-521-34000-000000	CONTRACT SERVICES - FACILITY MGMT	35,086.00	35,086.00	2,576.99	15,461.94	-4,195.80	23,819.86 67.89 %
001-21-521-34001-000000	CROSSING GUARD OUTSOURCE PROGRAM	226,195.00	226,195.00	25,914.10	118,244.20	100,515.80	7,435.00 3.29 %
001-21-521-35001-000000	INVESTIGATION EXPENSE	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00 100.00 %
001-21-521-40000-000000	TRAVEL & PER DIEM	83,132.00	83,132.00	587.97	4,318.70	0.00	78,813.30 94.81 %
001-21-521-41000-000000	COMMUNICATIONS	85,325.00	85,325.00	3,030.74	22,538.28	0.00	62,786.72 73.59 %
001-21-521-42000-000000	POSTAGE & FREIGHT	1,604.00	1,604.00	0.00	763.06	0.00	840.94 52.43 %
001-21-521-43000-000000	UTILITIES	55,632.00	55,632.00	3,569.21	17,440.00	0.00	38,192.00 68.65 %
001-21-521-44000-000000	RENTALS & LEASES	32,042.00	32,042.00	3,598.67	13,790.13	0.00	18,251.87 56.96 %
001-21-521-45000-000000	PROPERTY & LIABILITY INSURANCE	131,348.00	131,348.00	31,984.45	62,424.66	6,940.00	61,983.34 47.19 %
001-21-521-46004-000000	REPAIRS & MAINT - VEHICLES	93,700.00	93,700.00	100.00	50,638.27	0.00	43,061.73 45.96 %
001-21-521-46005-000000	REPAIRS & MAINTENANCE - EQUIPMENT	21,120.00	21,120.00	0.00	697.45	0.00	20,422.55 96.70 %
001-21-521-46006-000000	REPAIRS & MAINTENANCE - BOAT	19,320.00	19,320.00	2,850.00	7,440.49	0.00	11,879.51 61.49 %
001-21-521-46007-000000	REPAIRS & MAINTENANCE VLLG HALL	0.00	0.00	-100.00	0.00	0.00	0.00 0.00 %
001-21-521-47001-000000	PRINTING & BINDING	15,600.00	15,600.00	1,975.82	4,875.82	0.00	10,724.18 68.74 %
001-21-521-48005-000000	PROMOTIONAL ACTIVITES - D.A.R.E. PROGRAM	34,455.00	34,455.00	103.60	11,499.40	0.00	22,955.60 66.62 %
001-21-521-51001-000000	OFFICE SUPPLIES	23,000.00	23,000.00	205.31	8,953.37	0.00	14,046.63 61.07 %
001-21-521-52000-000000	OPERATING SUPPLIES	23,200.00	23,200.00	-541.34	3,003.76	37,046.44	-16,850.20 -72.63 %
001-21-521-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	435,751.00	435,751.00	18,958.17	126,478.78	106,602.03	202,670.19 46.51 %
001-21-521-52002-000000	OPERATING SUPPLIES - UNIFORMS	62,300.00	62,300.00	183.92	12,041.76	0.00	50,258.24 80.67 %
001-21-521-52003-000000	OPERATING SUPPLIES - VEHICLE FUEL	132,260.00	132,260.00	7,168.40	40,709.48	84,521.15	7,029.37 5.31 %
001-21-521-52004-000000	OPERATING SUPPLIES - EQUIPMENT	4,900.00	4,900.00	0.00	0.00	0.00	4,900.00 100.00 %
001-21-521-52005-000000	OPERATING SUPPLIES - BOAT FUEL	23,000.00	23,000.00	900.84	5,221.22	0.00	17,778.78 77.30 %
001-21-521-52007-000000	OPERATING SUPPLIES- RANGE EXPENSES	26,120.00	26,120.00	6,433.50	6,939.40	11,556.90	7,623.70 29.19 %
001-21-521-52008-000000	MEALS AND ENTERTAINMENT	0.00	0.00	0.00	52.34	0.00	-52.34 0.00 %
001-21-521-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	10,890.00	10,890.00	0.00	3,183.31	0.00	7,706.69 70.77 %
001-21-521-55000-000000	TRAINING	52,200.00	52,200.00	440.00	11,659.38	0.00	40,540.62 77.66 %
001-21-521-55001-000000	TUITION REIMBURSEMENT	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00 100.00 %
001-21-521-64004-000000	POLICE-SERVER & FIREWALL	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00 100.00 %

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001-21-521-64013-000000	POLICE SECURITY CAMERAS	0.00	0.00	0.00	0.00	-154,107.85	154,107.85	0.00 %
	Expense Total:	9,221,721.00	9,221,721.00	800,983.05	3,867,833.56	235,437.37	5,118,450.07	55.50%
	Department: 21 - LAW ENFORCEMENT Surplus (Deficit):	-9,162,605.00	-9,162,605.00	-799,941.46	-3,829,968.30	-235,437.37	5,097,199.33	55.63%
Department: 22 - FIRE CONTROL								
Revenue								
001-22-322-32203-000000	FIRE INSPECTIONS FEE	110,296.00	110,296.00	12,429.35	65,387.59	0.00	-44,908.41	40.72 %
001-22-342-34201-000000	RESCUE TRANSPORT FEES	163,654.00	163,654.00	4,330.15	63,387.63	0.00	-100,266.37	61.27 %
	Revenue Total:	273,950.00	273,950.00	16,759.50	128,775.22	0.00	-145,174.78	52.99%
Expense								
001-22-522-12199-000000	SALARIES AND WAGES	4,876,000.00	4,876,000.00	539,108.62	2,282,399.78	0.00	2,593,600.22	53.19 %
001-22-522-14001-000000	OVERTIME	484,000.00	484,000.00	37,070.37	170,400.27	0.00	313,599.73	64.79 %
001-22-522-15001-000000	OTHER PAY- LONGEVITY BONUSES	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00 %
001-22-522-15004-000000	UNIFORMS ALLOWANCE	28,000.00	28,000.00	0.00	26,600.00	0.00	1,400.00	5.00 %
001-22-522-15101-000000	VACATION PAID	302,000.00	302,000.00	9,069.26	41,449.84	0.00	260,550.16	86.27 %
001-22-522-15102-000000	OTHER PAY - HOLIDAY PAY	48,000.00	48,000.00	5,028.78	5,028.78	0.00	42,971.22	89.52 %
001-22-522-15104-000000	INCENTIVE PAY EDUCATION	24,000.00	24,000.00	2,090.00	9,405.00	0.00	14,595.00	60.81 %
001-22-522-15105-000000	OTHER PAY - ACTING PAY	23,000.00	23,000.00	5,172.37	16,393.61	0.00	6,606.39	28.72 %
001-22-522-15110-000000	OTHER PAY - CON'T EDU STIP	32,000.00	32,000.00	0.00	30,988.00	0.00	1,012.00	3.16 %
001-22-522-16001-000000	COMPENSATED ABSENCES	133,000.00	133,000.00	0.00	0.00	0.00	133,000.00	100.00 %
001-22-522-21000-000000	PAYROLL TAXES	429,000.00	429,000.00	44,851.30	178,822.43	0.00	250,177.57	58.32 %
001-22-522-22000-000000	RETIREMENT CONTRIBUTIONS	615,000.00	615,000.00	26,726.20	171,780.75	0.00	443,219.25	72.07 %
001-22-522-22001-000000	RETIREMENT CONTRIB CHPT 175/185	326,627.00	326,627.00	0.00	0.00	0.00	326,627.00	100.00 %
001-22-522-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	599,000.00	599,000.00	-5,059.13	265,447.17	16,797.52	316,755.31	52.88 %
001-22-522-24000-000000	WORKERS COMPENSATION	159,318.00	159,318.00	12,640.52	118,423.06	57,396.46	-16,501.52	-10.36 %
001-22-522-31002-000000	PROF SERVICES- RECRUITING/HIRING	25,000.00	25,000.00	0.00	0.00	19,150.00	5,850.00	23.40 %
001-22-522-31003-000000	PROF SERVICES - ACCREDITATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
001-22-522-31004-000000	PROF SERVICES - TESTING FEES	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
001-22-522-34000-000000	CONTRACT SERVICES - FACILITY MGMT	35,086.00	35,086.00	2,576.99	15,461.94	-4,969.88	24,593.94	70.10 %
001-22-522-34002-000000	CONTRACT SERVICES - AUTO AID AGREEMENT	592,250.00	592,250.00	95,524.00	286,572.00	286,572.00	19,106.00	3.23 %
001-22-522-40000-000000	TRAVEL & PER DIEM	28,627.00	28,627.00	0.00	12,994.82	0.00	15,632.18	54.61 %
001-22-522-41000-000000	COMMUNICATIONS	28,742.00	28,742.00	2,475.94	17,042.89	0.00	11,699.11	40.70 %
001-22-522-42000-000000	POSTAGE & FREIGHT	500.00	500.00	0.00	220.26	0.00	279.74	55.95 %
001-22-522-43000-000000	UTILITIES	45,732.00	45,732.00	3,258.47	25,693.93	0.00	20,038.07	43.82 %
001-22-522-44000-000000	RENTALS & LEASES	5,749.00	5,749.00	426.09	3,020.40	0.00	2,728.60	47.46 %
001-22-522-45000-000000	PROPERTY & LIABILITY INSURANCE	156,238.00	156,238.00	38,044.42	75,269.92	0.00	80,968.08	51.82 %
001-22-522-46004-000000	REPAIRS & MAINT - VEHICLES	15,000.00	15,000.00	0.00	916.06	0.00	14,083.94	93.89 %
001-22-522-46007-000000	REPAIRS & MAINTENANCE - FIRE BUILDING	15,250.00	15,250.00	4,733.18	6,764.39	0.00	8,485.61	55.64 %
001-22-522-47001-000000	PRINTING & BINDING	2,640.00	2,640.00	0.00	253.75	0.00	2,386.25	90.39 %
001-22-522-48005-000000	PROMOTIONAL ACT - FIRE PREVENTION	12,000.00	12,000.00	0.00	3,191.07	0.00	8,808.93	73.41 %
001-22-522-49003-000000	OTHER CURENT CHARGES	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	100.00 %
001-22-522-49004-000000	SVC CHARGE RESCUE TRANSP FEE	13,120.00	13,120.00	2,475.78	6,771.27	0.00	6,348.73	48.39 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
001-22-522-51001-000000	OFFICE SUPPLIES	6,000.00	6,000.00	188.83	3,607.28	0.00	2,392.72	39.88 %
001-22-522-52000-000000	OPERATING SUPPLIES	46,884.00	46,884.00	2,073.70	17,367.23	14,016.00	15,500.77	33.06 %
001-22-522-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	72,469.00	72,469.00	5,088.64	15,986.72	21,618.00	34,864.28	48.11 %
001-22-522-52002-000000	OPERATING SUPPLIES - UNIFORMS	21,624.00	21,624.00	1,864.87	12,344.81	0.00	9,279.19	42.91 %
001-22-522-52003-000000	OPERATING SUPPLIES - VEHICLE FUEL	19,000.00	19,000.00	1,513.95	6,873.55	12,126.45	0.00	0.00 %
001-22-522-52008-000000	MEALS AND ENTERTAINMENT	0.00	0.00	0.00	484.16	0.00	-484.16	0.00 %
001-22-522-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	52,598.00	52,598.00	2,155.00	31,200.55	0.00	21,397.45	40.68 %
001-22-522-55000-000000	TRAINING	24,500.00	24,500.00	1,440.00	17,568.18	0.00	6,931.82	28.29 %
001-22-522-55001-000000	TUITION REIMBURSEMENT	20,000.00	20,000.00	0.00	9,473.18	0.00	10,526.82	52.63 %
001-22-522-64001-000000	CAPITAL OUTLAY - EQUIPMENT	35,846.00	35,846.00	11,988.00	31,823.00	0.00	4,023.00	11.22 %
	Expense Total:	9,395,300.00	9,395,300.00	852,526.15	3,918,040.05	422,706.55	5,054,553.40	53.80%
	Department: 22 - FIRE CONTROL Surplus (Deficit):	-9,121,350.00	-9,121,350.00	-835,766.65	-3,789,264.83	-422,706.55	4,909,378.62	53.82%
Department: 41 - TRANSPORTATION								
Revenue								
001-41-322-32202-000000	PUBLIC WORKS PERMIT	1,040.00	1,040.00	0.00	1,138.50	0.00	98.50	109.47 %
	Revenue Total:	1,040.00	1,040.00	0.00	1,138.50	0.00	98.50	9.47%
Expense								
001-41-541-12000-000000	SALARY ALLOCATION	-362,000.00	-362,000.00	-146,445.00	-146,445.00	0.00	-215,555.00	59.55 %
001-41-541-12199-000000	SALARIES AND WAGES	1,013,000.00	1,013,000.00	119,062.85	451,847.47	0.00	561,152.53	55.40 %
001-41-541-14001-000000	OVERTIME	7,000.00	7,000.00	127.75	272.34	0.00	6,727.66	96.11 %
001-41-541-15002-000000	CELL PHONE/ CAR ALLOWANCE	12,000.00	12,000.00	1,523.04	6,207.55	0.00	5,792.45	48.27 %
001-41-541-15101-000000	VACATION PAID	7,000.00	7,000.00	-2,721.53	3,582.71	0.00	3,417.29	48.82 %
001-41-541-21000-000000	PAYROLL TAXES	76,000.00	76,000.00	8,896.36	32,215.41	0.00	43,784.59	57.61 %
001-41-541-22000-000000	RETIREMENT CONTRIBUTIONS	122,000.00	122,000.00	7,889.24	47,662.84	0.00	74,337.16	60.93 %
001-41-541-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	125,000.00	125,000.00	-1,333.89	52,021.11	3,505.32	69,473.57	55.58 %
001-41-541-24000-000000	WORKERS COMPENSATION	12,000.00	12,000.00	951.13	8,916.22	4,325.83	-1,242.05	-10.35 %
001-41-541-31001-000000	PROF SERVICES-STRATEGIC PLANNING	115,000.00	115,000.00	17,756.25	50,721.00	58,500.20	5,778.80	5.03 %
001-41-541-31025-000000	SEAWALL DESIGN & WATER QUALITY	65,000.00	65,000.00	0.00	15,828.20	22,500.00	26,671.80	41.03 %
001-41-541-34000-000000	CONTRACT SERVICES - JANITORIAL AND PEST CONTROL	47,336.00	47,336.00	2,178.64	13,071.84	-2,248.31	36,512.47	77.13 %
001-41-541-34002-000000	CONTRACT - TREE TRIMMING & REPLACEMENT	342,672.00	342,672.00	6,395.00	92,216.00	0.00	250,456.00	73.09 %
001-41-541-34003-000000	CONTRACT - BEACH MAINTENANCE	895,000.00	895,000.00	134,344.50	394,344.50	397,000.00	103,655.50	11.58 %
001-41-541-34004-000000	CONTRACTUAL SERVICES- SPECIAL EVENTS	7,570.00	7,570.00	0.00	3,784.60	0.00	3,785.40	50.01 %
001-41-541-34005-000000	CONTRACT - LANDSCAPE MAINT, PROJECTS & STORM	438,404.00	613,604.00	29,922.99	217,370.34	91,289.22	304,944.44	49.70 %
001-41-541-34013-000000	CONTRACT SERV LANDSCAPE PROJ & STORM PREP	175,200.00	0.00	0.00	66,125.06	0.00	-66,125.06	0.00 %
001-41-541-34014-000000	CONTRACT SERV ROW AND SIDEWALKS	128,000.00	208,000.00	26,187.20	103,212.53	8,550.00	96,237.47	46.27 %
001-41-541-40000-000000	TRAVEL & PER DIEM	11,210.00	11,210.00	0.00	2,998.13	0.00	8,211.87	73.25 %
001-41-541-41000-000000	COMMUNICATIONS	7,440.00	7,440.00	457.33	3,960.31	0.00	3,479.69	46.77 %
001-41-541-42000-000000	POSTAGE & FREIGHT	400.00	400.00	0.00	91.78	0.00	308.22	77.06 %
001-41-541-43000-000000	UTILITIES	321,501.00	321,501.00	7,517.74	175,123.76	0.00	146,377.24	45.53 %
001-41-541-44000-000000	RENTALS & LEASES	1,250.00	1,250.00	80.73	712.92	0.00	537.08	42.97 %
001-41-541-45000-000000	PROPERTY & LIABILITY INSURANCE	6,296.00	6,296.00	1,532.54	3,287.36	0.00	3,008.64	47.79 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
001-41-541-46004-000000	REPAIRS & MAINT - VEHICLES	24,000.00	9,000.00	60.00	2,400.26	0.00	6,599.74	73.33 %
001-41-541-46007-000000	REPAIRS & MAINTENANCE GENERAL	91,764.00	98,964.00	4,276.00	30,847.61	12,824.00	55,292.39	55.87 %
001-41-541-46007-000001	REPAIRS FACILITY VLLG HALL	352,100.00	352,100.00	14,469.17	54,837.35	50,506.18	246,756.47	70.08 %
001-41-541-46007-000002	REPAIRS FACILITY FIRE BUILDING	77,400.00	77,400.00	4,141.78	34,735.43	0.00	42,664.57	55.12 %
001-41-541-46007-000003	REPAIRS FACILITY COMMUNITY CENTER	222,200.00	222,200.00	8,315.94	35,623.35	10,200.00	176,376.65	79.38 %
001-41-541-46008-000000	REPAIRS & MAINT - ELECTRICIAN SERVICE	105,000.00	105,000.00	7,219.47	21,459.76	12,748.45	70,791.79	67.42 %
001-41-541-46009-000000	REPAIRS & MAINT - CONTRACTS	7,200.00	0.00	222.15	3,166.45	0.00	-3,166.45	0.00 %
001-41-541-46010-000000	PLUMBING & BACKFLOW RECERT	35,000.00	35,000.00	6,785.00	15,440.00	0.00	19,560.00	55.89 %
001-41-541-46011-000000	REPAIRS & MAINT - ROADWAY IMPROV	30,000.00	0.00	11,075.20	29,862.97	0.00	-29,862.97	0.00 %
001-41-541-46012-000000	STREET SIGNS	11,000.00	11,000.00	0.00	0.00	0.00	11,000.00	100.00 %
001-41-541-46013-000000	TRAFFIC CIRCLE MAINTENANCE	20,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
001-41-541-46016-000000	STREET LIGHT MAINTENANCE	15,000.00	0.00	0.00	677.88	0.00	-677.88	0.00 %
001-41-541-48020-000000	COMPOSTING PROGRAM	9,050.00	9,050.00	0.00	0.00	0.00	9,050.00	100.00 %
001-41-541-49017-000000	TNR PROGRAM	18,000.00	18,000.00	0.00	2,652.39	0.00	15,347.61	85.26 %
001-41-541-51001-000000	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	1,097.88	0.00	902.12	45.11 %
001-41-541-52000-000000	OPERATING SUPPLIES	0.00	47,600.00	3,361.10	18,839.85	0.00	28,760.15	60.42 %
001-41-541-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	107,422.00	46,622.00	2,745.85	20,671.59	16,695.00	9,255.41	19.85 %
001-41-541-52003-000000	OPERATING SUPPLIES - VEHICLE FUEL	0.00	13,200.00	853.05	4,965.74	8,234.26	0.00	0.00 %
001-41-541-52008-000000	MEALS AND ENTERTAINMENT	0.00	0.00	0.00	89.79	0.00	-89.79	0.00 %
001-41-541-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	966.66	0.00	-966.66	0.00 %
001-41-541-55000-000000	TRAINING	18,000.00	18,000.00	0.00	1,539.00	0.00	16,461.00	91.45 %
Expense Total:		4,719,415.00	4,719,415.00	277,847.58	1,879,002.94	694,630.15	2,145,781.91	45.47%
Department: 41 - TRANSPORTATION Surplus (Deficit):		-4,718,375.00	-4,718,375.00	-277,847.58	-1,877,864.44	-694,630.15	2,145,880.41	45.48%
Department: 72 - PARKS AND RECREATION								
Expense								
001-72-572-12000-000000	SALARY ALLOCATION	-66,000.00	66,000.00	30,311.00	30,311.00	0.00	35,689.00	54.07 %
001-72-572-12199-000000	SALARIES AND WAGES	533,000.00	533,000.00	50,955.13	210,677.16	0.00	322,322.84	60.47 %
001-72-572-14001-000000	OVERTIME	4,000.00	4,000.00	0.00	100.94	0.00	3,899.06	97.48 %
001-72-572-15001-000000	OTHER PAY- LONGEVITY BONUSES	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	100.00 %
001-72-572-15002-000000	CELL PHONE/ CAR ALLOWANCE	6,000.00	6,000.00	692.31	2,884.62	0.00	3,115.38	51.92 %
001-72-572-15101-000000	VACATION PAID	38,000.00	38,000.00	2,204.68	11,355.36	0.00	26,644.64	70.12 %
001-72-572-16001-000000	COMPENSATED ABSENCES	0.00	0.00	0.00	262.13	0.00	-262.13	0.00 %
001-72-572-21000-000000	PAYROLL TAXES	42,000.00	42,000.00	4,163.54	16,504.48	0.00	25,495.52	60.70 %
001-72-572-22000-000000	RETIREMENT CONTRIBUTIONS	64,000.00	64,000.00	3,653.46	23,350.62	0.00	40,649.38	63.51 %
001-72-572-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	47,000.00	47,000.00	1,141.59	18,678.53	1,318.00	27,003.47	57.45 %
001-72-572-24000-000000	WORKERS COMPENSATION	1,000.00	1,000.00	79.46	743.81	359.95	-103.76	-10.38 %
001-72-572-31001-000000	PROF SERVICES-STRATEGIC PLANNING	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
001-72-572-34000-000000	CONTRACT SERVICES - FACILITY MGMT	19,974.00	19,974.00	1,663.95	9,983.70	-1,946.64	11,936.94	59.76 %
001-72-572-40000-000000	TRAVEL & PER DIEM	1,800.00	1,800.00	0.00	186.80	0.00	1,613.20	89.62 %
001-72-572-41000-000000	COMMUNICATIONS	9,506.00	9,506.00	394.71	4,842.38	0.00	4,663.62	49.06 %
001-72-572-43000-000000	UTILITIES - FIELD LIGHTS/DOG PARK	75,190.00	75,190.00	1,047.49	63,179.15	0.00	12,010.85	15.97 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
001-72-572-45000-000000	PROPERTY & LIABILTY INSURANCE	55,696.00	55,696.00	13,558.88	27,632.51	0.00	28,063.49	50.39 %
001-72-572-46004-000000	REPAIRS & MAINT - VEHICLES	3,500.00	3,500.00	60.00	1,378.15	0.00	2,121.85	60.62 %
001-72-572-46005-000000	REPAIRS & MAINTENANCE - FIELDS	147,000.00	147,000.00	2,603.00	24,052.76	0.00	122,947.24	83.64 %
001-72-572-46006-000000	REPAIRS & MAINTENANCE - DOG PARK	33,000.00	33,000.00	2,650.00	14,213.32	0.00	18,786.68	56.93 %
001-72-572-46007-000000	REPAIRS & MAINT - ARTIFICIAL TURF MAINT	0.00	0.00	6,500.00	6,500.00	0.00	-6,500.00	0.00 %
001-72-572-46010-000000	REPAIRS & MAINTENANCE - PARKS/PAYGROUND	75,000.00	75,000.00	12,192.60	39,135.83	15,156.00	20,708.17	27.61 %
001-72-572-46011-000000	IGUANA PROGRAM	30,000.00	30,000.00	0.00	6,000.00	-5,000.00	29,000.00	96.67 %
001-72-572-48002-000000	PROMO EVENTS - GENERAL	0.00	0.00	0.00	1,385.00	0.00	-1,385.00	0.00 %
001-72-572-48007-000000	PROMO EVENTS - WINTERFEST	110,390.00	65,390.00	0.00	72,705.16	0.00	-7,315.16	-11.19 %
001-72-572-48009-000000	PROMO EVENTS - ADVERTISING	10,000.00	10,000.00	0.00	1,205.00	0.00	8,795.00	87.95 %
001-72-572-48010-000000	PROMO EVENTS - NEW PROGRAMMING	15,000.00	15,000.00	0.00	1,886.50	0.00	13,113.50	87.42 %
001-72-572-48011-000000	PROMO EVENT- CONCERT SERIES	0.00	45,000.00	0.00	1,900.00	9,000.00	34,100.00	75.78 %
001-72-572-48013-000000	PROMO EVENTS - JULY 4TH FIREWORKS	200,373.00	200,373.00	0.00	0.00	133,374.00	66,999.00	33.44 %
001-72-572-48041-000000	VETERAN'S & MEMORIAL DAY	3,000.00	3,000.00	0.00	2,150.00	0.00	850.00	28.33 %
001-72-572-48042-000000	SEASONAL HOLIDAY DECORATION	112,500.00	112,500.00	0.00	53,459.36	0.00	59,040.64	52.48 %
001-72-572-48043-000000	MOVIES ON THE GREEN	10,000.00	10,000.00	510.00	3,285.00	0.00	6,715.00	67.15 %
001-72-572-48044-000000	LIGHTHOUSE RUN	12,000.00	12,000.00	0.00	15,777.70	0.00	-3,777.70	-31.48 %
001-72-572-48045-000000	FALL FESTIVAL	8,000.00	8,000.00	0.00	5,807.50	0.00	2,192.50	27.41 %
001-72-572-48046-000000	EGG HUNT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
001-72-572-48047-000000	DOG PARK EVENT	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
001-72-572-48048-000000	BOAT PARADE	2,000.00	2,000.00	0.00	26.95	0.00	1,973.05	98.65 %
001-72-572-48049-000000	ARTS CULTURAL AND EDUCATIONAL EVENTS	15,000.00	15,000.00	0.00	178.46	0.00	14,821.54	98.81 %
001-72-572-48050-000000	SPECIAL NEEDS PROGRAMING	50,000.00	50,000.00	740.00	3,515.00	0.00	46,485.00	92.97 %
001-72-572-48051-000000	CHILDREN'S BUSINESS FAIR	6,000.00	6,000.00	1,488.99	6,771.19	0.00	-771.19	-12.85 %
001-72-572-48052-000000	KB SCOUTING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
001-72-572-48053-000000	IT TAKES A VILLAGE	10,000.00	10,000.00	0.00	0.00	9,495.20	504.80	5.05 %
001-72-572-48054-000000	COMMUNITY HOLIDAY CELEBRATION	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
001-72-572-48055-000000	ACTIVE ISLANDER BROCHURE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
001-72-572-49004-000000	CURRENT CHARGES - SENIOR TRANSPORTATION	43,805.00	43,805.00	0.00	750.00	0.00	43,055.00	98.29 %
001-72-572-49005-000000	CURRENT CHARGES - SENIOR ACTIVITIES	96,000.00	96,000.00	4,728.54	58,817.59	0.00	37,182.41	38.73 %
001-72-572-49010-000000	CAR WEEK	24,000.00	24,000.00	0.00	-580.00	0.00	24,580.00	102.42 %
001-72-572-49013-000000	YOUTH LEADERSHIP	18,700.00	18,700.00	0.00	0.00	0.00	18,700.00	100.00 %
001-72-572-49014-000000	PIANO FESTIVAL	35,400.00	35,400.00	0.00	19,272.87	0.00	16,127.13	45.56 %
001-72-572-49020-000000	CITY THEATER	16,500.00	16,500.00	16,500.00	16,500.00	0.00	0.00	0.00 %
001-72-572-51001-000000	OFFICE SUPPLIES	6,000.00	6,000.00	49.21	3,412.38	0.00	2,587.62	43.13 %
001-72-572-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	6,219.00	6,219.00	720.55	4,075.99	0.00	2,143.01	34.46 %
001-72-572-52002-000000	OPERATING SUPPLIES - UNIFORMS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
001-72-572-52003-000000	OPERATING SUPPLIES - VEHICLE FUEL	8,250.00	8,250.00	264.16	3,254.56	5,070.44	-75.00	-0.91 %
001-72-572-52005-000000	OPERATING SUPPLIES - PROGRAMS	0.00	0.00	0.00	53.96	0.00	-53.96	0.00 %
001-72-572-52008-000000	MEALS AND ENTERTAINMENT	0.00	0.00	0.00	754.24	0.00	-754.24	0.00 %

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001-72-572-55000-000000	TRAINING	2,000.00	2,000.00	0.00	1,000.00	0.00	1,000.00	50.00 %
	Expense Total:	2,008,303.00	2,140,303.00	158,873.25	789,337.66	166,826.95	1,184,138.39	55.33%
	Department: 72 - PARKS AND RECREATION Total:	2,008,303.00	2,140,303.00	158,873.25	789,337.66	166,826.95	1,184,138.39	55.33%
Department: 73 - CULTURAL SERVICES								
Revenue								
001-73-347-34701-000000	COMM CENTER-POINT OF SALE	99,550.00	99,550.00	12,892.00	61,044.00	0.00	-38,506.00	38.68 %
001-73-347-34702-000000	COMM CENTER- COURSE REVENUE	1,344,751.00	1,344,751.00	59,539.25	471,257.47	0.00	-873,493.53	64.96 %
001-73-347-34703-000000	COMM CENTER-FACILITY RENTALS	4,290.00	4,290.00	400.00	3,950.00	0.00	-340.00	7.93 %
001-73-347-34704-000000	COMM CENTER-MEMBERSHIPS	360,000.00	360,000.00	43,779.88	274,659.68	0.00	-85,340.32	23.71 %
	Revenue Total:	1,808,591.00	1,808,591.00	116,611.13	810,911.15	0.00	-997,679.85	55.16%
Expense								
001-73-573-12199-000000	SALARIES AND WAGES	1,054,000.00	1,054,000.00	96,795.07	419,653.80	0.00	634,346.20	60.18 %
001-73-573-14001-000000	OVERTIME	12,000.00	12,000.00	12.75	694.70	0.00	11,305.30	94.21 %
001-73-573-15001-000000	OTHER PAY-LONGEVITY BONUSES	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
001-73-573-15002-000000	CELL PHONE & CAR ALLOWANCE	0.00	0.00	138.45	576.87	0.00	-576.87	0.00 %
001-73-573-15101-000000	VACATION PAID	15,000.00	15,000.00	2,027.19	4,983.43	0.00	10,016.57	66.78 %
001-73-573-16001-000000	COMPENSATED ABSENCES	0.00	0.00	106.23	106.23	0.00	-106.23	0.00 %
001-73-573-21000-000000	PAYROLL TAXES	84,000.00	84,000.00	7,524.46	33,704.82	0.00	50,295.18	59.88 %
001-73-573-22000-000000	RETIREMENT CONTRIBUTIONS	46,000.00	46,000.00	3,121.18	20,210.55	0.00	25,789.45	56.06 %
001-73-573-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	81,000.00	81,000.00	268.14	33,295.67	2,271.44	45,432.89	56.09 %
001-73-573-24000-000000	WORKERS COMPENSATION	23,000.00	23,000.00	1,825.15	17,097.44	8,285.23	-2,382.67	-10.36 %
001-73-573-31006-000000	PROF SERVICES - PROGRAM REVENUE	956,250.00	956,250.00	58,886.95	332,971.66	0.00	623,278.34	65.18 %
001-73-573-34000-000000	CONTRACT SERVICES - FACILITY MGMT	298,734.00	-298,734.00	23,809.88	142,859.28	-29,831.04	185,705.76	62.16 %
001-73-573-41000-000000	COMMUNICATIONS	27,816.00	27,816.00	1,244.82	6,593.54	0.00	21,222.46	76.30 %
001-73-573-42000-000000	POSTAGE & FREIGHT	1,800.00	1,800.00	0.00	601.29	0.00	1,198.71	66.60 %
001-73-573-43000-000000	UTILITIES	125,600.00	125,600.00	7,542.88	68,591.33	0.00	57,008.67	45.39 %
001-73-573-44000-000000	RENTAL & LEASES	14,511.00	14,511.00	2,412.59	7,618.85	0.00	6,892.15	47.50 %
001-73-573-45000-000000	PROPERTY & LIABILITY INSURANCE	70,948.00	70,948.00	17,279.09	35,283.50	0.00	35,664.50	50.27 %
001-73-573-46007-000000	REPAIRS & MAINTENANCE - COMM CENTER	23,700.00	23,700.00	2,813.37	19,879.36	0.00	3,820.64	16.12 %
001-73-573-49001-000000	CREDIT CARD FEES	59,800.00	59,800.00	2,946.61	27,933.20	0.00	31,866.80	53.29 %
001-73-573-51001-000000	OFFICE SUPPLIES	6,000.00	6,000.00	0.00	5,125.15	0.00	874.85	14.58 %
001-73-573-52000-000000	OPERATING SUPPLIES	81,000.00	81,000.00	3,528.18	36,257.40	5,889.00	38,853.60	47.97 %
001-73-573-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	30,825.00	30,825.00	1,781.35	24,820.43	0.00	6,004.57	19.48 %
001-73-573-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	0.00	0.00	0.00	327.97	0.00	-327.97	0.00 %
	Expense Total:	3,019,984.00	3,019,984.00	234,064.34	1,239,186.47	-13,385.37	1,794,182.90	59.41%
	Department: 73 - CULTURAL SERVICES Surplus (Deficit):	-1,211,393.00	-1,211,393.00	-117,453.21	-428,275.32	13,385.37	796,503.05	65.75%
Department: 75 - ATHLETIC								
Revenue								
001-75-347-34705-000000	ATHLETICS - SPORT PROGRAMS	425,000.00	425,000.00	4,500.00	111,338.83	0.00	-313,661.17	73.80 %
	Revenue Total:	425,000.00	425,000.00	4,500.00	111,338.83	0.00	-313,661.17	73.80%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Expense								
001-75-575-12000-000000	SALARY ALLOCATION	66,000.00	-66,000.00	-30,311.00	-30,311.00	0.00	-35,689.00	54.07 %
001-75-575-12199-000000	SALARIES AND WAGES	107,000.00	107,000.00	27,271.37	107,936.29	0.00	-936.29	-0.88 %
001-75-575-14001-000000	SALARIES-OVERTIME	0.00	0.00	506.26	2,343.13	0.00	-2,343.13	0.00 %
001-75-575-15101-000000	VACATION PAID	0.00	0.00	1,210.86	1,816.29	0.00	-1,816.29	0.00 %
001-75-575-16001-000000	COMPENSATED ABSENCES	0.00	0.00	25.96	662.02	0.00	-662.02	0.00 %
001-75-575-21000-000000	PAYROLL TAXES	9,000.00	9,000.00	2,187.50	9,083.29	0.00	-83.29	-0.93 %
001-75-575-22000-000000	RETIREMENT CONTRIBUTIONS	6,000.00	6,000.00	1,308.42	8,479.03	0.00	-2,479.03	-41.32 %
001-75-575-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	8,000.00	8,000.00	-138.12	7,640.68	224.36	134.96	1.69 %
001-75-575-24000-000000	WORKERS COMPENSATION	3,000.00	3,000.00	238.37	2,231.43	1,079.84	-311.27	-10.38 %
001-75-575-31002-000000	PROF SERVICES- RECRUITING/HIRING	3,500.00	3,500.00	0.00	18.76	0.00	3,481.24	99.46 %
001-75-575-41000-000000	COMMUNICATIONS	2,788.00	2,788.00	26.72	417.84	0.00	2,370.16	85.01 %
001-75-575-43000-000000	UTILITIES	18,000.00	18,000.00	0.00	116.92	0.00	17,883.08	99.35 %
001-75-575-44000-000000	RENTALS & LEASES	86,710.00	86,710.00	1,105.00	74,611.56	0.00	12,098.44	13.95 %
001-75-575-45000-000000	PROPERTY & LIABILITY INSURANCE	1,619.00	1,619.00	397.76	807.22	0.00	811.78	50.14 %
001-75-575-46000-000000	REPAIRS AND MAINTENANCE	215,000.00	215,000.00	4,195.00	19,740.00	0.00	195,260.00	90.82 %
001-75-575-48031-000000	PROMO ACTIVITIES - BASKETBALL	64,000.00	64,000.00	0.00	66,009.38	0.00	-2,009.38	-3.14 %
001-75-575-48032-000000	PROMO ACTIVITIES - BASEBALL	32,500.00	32,500.00	3,262.30	3,262.30	0.00	29,237.70	89.96 %
001-75-575-48033-000000	PROMO ACTIVITIES - VOLLEYBALL	40,000.00	40,000.00	0.00	11,005.50	0.00	28,994.50	72.49 %
001-75-575-48034-000000	PROMO ACTIVITIES - ADULT SOCCER	60,000.00	60,000.00	0.00	8,300.00	0.00	51,700.00	86.17 %
001-75-575-48035-000000	PROMO ACTIVITIES - FIELD HOCKEY	135,000.00	135,000.00	0.00	60,158.50	0.00	74,841.50	55.44 %
001-75-575-48036-000000	PROMO ACTIVITIES - RUGBY	42,000.00	42,000.00	150.00	150.00	0.00	41,850.00	99.64 %
001-75-575-48037-000000	PROMO ACTIVITIES - LACROSSE	20,000.00	16,190.12	0.00	0.00	0.00	16,190.12	100.00 %
001-75-575-48038-000000	PROMO ACTIVITIES - FLAG FOOTBALL	26,000.00	29,809.88	0.00	13,219.85	16,590.00	0.03	0.00 %
001-75-575-48039-000000	PROMO ACTIVITIES- TRACK & FIELD	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00 %
001-75-575-52001-000000	IT EQUIPMENT <5000 AND SOFTWARE	2,864.00	2,864.00	216.25	584.22	0.00	2,279.78	79.60 %
001-75-575-54001-000000	SUBSCRIPTIONS & MEMBERSHIPS	1,503.00	1,503.00	0.00	0.00	0.00	1,503.00	100.00 %
001-75-575-64008-000000	IT EQUIPMENT >5000	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
	Expense Total:	1,000,484.00	868,484.00	11,652.65	368,283.21	17,894.20	482,306.59	55.53%
	Department: 75 - ATHLETIC Surplus (Deficit):	-575,484.00	-443,484.00	-7,152.65	-256,944.38	-17,894.20	168,645.42	38.03%
Department: 76 - COMMUNITY GROUPS								
Expense								
001-76-576-48025-000000	A.S.K. CLUB	0.00	0.00	0.00	475.73	0.00	-475.73	0.00 %
	Expense Total:	0.00	0.00	0.00	475.73	0.00	-475.73	0.00%
	Department: 76 - COMMUNITY GROUPS Total:	0.00	0.00	0.00	475.73	0.00	-475.73	0.00%
Department: 81 - TRANSFERS								
Expense								
001-81-581-58103-000000	TRANSFER OUT TO CAPITAL IMPROVEMENT FUND (301)	625,000.00	625,000.00	0.00	625,000.00	0.00	0.00	0.00 %
	Expense Total:	625,000.00	625,000.00	0.00	625,000.00	0.00	0.00	0.00%
	Department: 81 - TRANSFERS Total:	625,000.00	625,000.00	0.00	625,000.00	0.00	0.00	0.00%

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Department: 90 - EMERGENCY								
Revenue								
001-90-337-33703-000000	GRANT COVID	0.00	0.00	0.00	9,546.40	0.00	9,546.40	0.00 %
Revenue Total:		0.00	0.00	0.00	9,546.40	0.00	9,546.40	0.00%
Department: 90 - EMERGENCY Total:		0.00	0.00	0.00	9,546.40	0.00	9,546.40	0.00%
Fund: 001 - General Fund Surplus (Deficit):		2,000.00	2,000.00	-1,164,166.43	12,973,587.13	-2,121,910.84	10,849,676.29	42,483.81%
Fund: 101 - Transportation								
Department: 00 - Undesignated								
Revenue								
101-00-361-36101-000000	INTEREST INCOME	400.00	400.00	0.00	0.00	0.00	-400.00	100.00 %
Revenue Total:		400.00	400.00	0.00	0.00	0.00	-400.00	100.00%
Department: 00 - Undesignated Total:		400.00	400.00	0.00	0.00	0.00	-400.00	100.00%
Department: 17 - DEBT								
Expense								
101-17-517-71015-000000	PRINCIPAL CRANDON PH II	226,013.00	226,013.00	56,672.69	168,997.69	0.00	57,015.31	25.23 %
101-17-517-72015-000000	INTEREST CRANDON PH II	14,772.00	14,772.00	3,523.57	7,387.94	0.00	7,384.06	49.99 %
Expense Total:		240,785.00	240,785.00	60,196.26	176,385.63	0.00	64,399.37	26.75%
Department: 17 - DEBT Total:		240,785.00	240,785.00	60,196.26	176,385.63	0.00	64,399.37	26.75%
Department: 41 - TRANSPORTATION								
Revenue								
101-41-312-31203-000000	1ST LOCAL OPTION GAS TAX	148,000.00	148,000.00	13,746.21	58,863.73	0.00	-89,136.27	60.23 %
101-41-312-31204-000000	2ND LOCAL OPTION GAS TAX	55,000.00	55,000.00	5,441.93	21,970.61	0.00	-33,029.39	60.05 %
101-41-331-33104-000000	MDC TRANSPORTATION SURTAX 80%	720,000.00	720,000.00	88,754.40	189,069.60	0.00	-530,930.40	73.74 %
101-41-331-33105-000000	MDC TRANSPORTATION SURTAX 20%	180,000.00	180,000.00	22,188.60	47,267.40	0.00	-132,732.60	73.74 %
Revenue Total:		1,103,000.00	1,103,000.00	130,131.14	317,171.34	0.00	-785,828.66	71.24%
Expense								
101-41-541-12000-000000	SALARY ALLOCATION	25,000.00	25,000.00	11,640.00	11,640.00	0.00	13,360.00	53.44 %
101-41-541-12189-000000	5% TRANSPORTATION ALLOCATION	36,000.00	36,000.00	4,437.72	9,453.48	0.00	26,546.52	73.74 %
101-41-541-12190-000000	5% TRANSIT ALLOCATION	9,000.00	9,000.00	1,109.43	2,363.37	0.00	6,636.63	73.74 %
101-41-541-40101-000000	TRANSIT ON DEMAND	830,000.00	830,000.00	38,841.60	242,759.80	131,784.48	455,455.72	54.87 %
Expense Total:		900,000.00	900,000.00	56,028.75	266,216.65	131,784.48	501,998.87	55.78%
Department: 41 - TRANSPORTATION Surplus (Deficit):		203,000.00	203,000.00	74,102.39	50,954.69	-131,784.48	-283,829.79	139.82%
Fund: 101 - Transportation Surplus (Deficit):		-37,385.00	-37,385.00	13,906.13	-125,430.94	-131,784.48	-219,830.42	-588.02%
Fund: 102 - Parks and Open Spaces Land Trust								
Department: 72 - PARKS AND RECREATION								
Revenue								
102-72-311-31100-000000	PROS LAND TRUST FUND ADVALOREM TAX	272,498.00	272,498.00	6,746.71	248,661.04	0.00	-23,836.96	8.75 %

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102-77-361-36101-000000	INTEREST INCOME	10,000.00	10,000.00	17,761.68	78,240.81	0.00	68,240.81	782.41 %
	Revenue Total:	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85	15.72%
	Department: 72 - PARKS AND RECREATION Total:	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85	15.72%
	Fund: 102 - Parks and Open Spaces Land Trust Total:	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85	15.72%
Fund: 103 - Building Fund								
Department: 00 - Undesignated								
Revenue								
103-00-361-36101-000000	INTEREST INCOME	0.00	0.00	0.00	15,751.53	0.00	15,751.53	0.00 %
	Revenue Total:	0.00	0.00	0.00	15,751.53	0.00	15,751.53	0.00%
	Department: 00 - Undesignated Total:	0.00	0.00	0.00	15,751.53	0.00	15,751.53	0.00%
Department: 14 - LEGAL								
Expense								
103-14-514-31005-000000	LEGAL CONSEL- BUILDING	0.00	25,000.00	2,279.50	4,441.50	20,558.50	0.00	0.00 %
	Expense Total:	0.00	25,000.00	2,279.50	4,441.50	20,558.50	0.00	0.00%
	Department: 14 - LEGAL Total:	0.00	25,000.00	2,279.50	4,441.50	20,558.50	0.00	0.00%
Department: 24 - BUILDING								
Revenue								
103-24-322-32201-000000	BUILDING PERMITS	1,925,000.00	1,925,000.00	179,552.88	1,097,998.51	0.00	-827,001.49	42.96 %
103-24-329-32901-000000	OTHER FEES- CERTIFICATE OF OCCUPANCY	3,500.00	3,500.00	533.53	15,879.26	0.00	12,379.26	453.69 %
103-24-329-32903-000000	BUILDING RECORD REQUEST	0.00	0.00	1,095.00	1,095.00	0.00	1,095.00	0.00 %
103-24-349-34901-000000	SERV CHARGE- LIEN SEARCH	40,000.00	40,000.00	880.00	6,490.00	0.00	-33,510.00	83.78 %
103-24-354-35401-000000	BUILDING CODE VIOLATIONS	15,000.00	15,000.00	1,500.00	8,330.00	0.00	-6,670.00	44.47 %
103-24-360-36001-000000	MISCELLANEOUS REVENUES	500.00	500.00	0.00	25.00	0.00	-475.00	95.00 %
103-24-370-37002-000000	CARRYOVER	0.00	25,000.00	0.00	0.00	0.00	-25,000.00	100.00 %
	Revenue Total:	1,984,000.00	2,009,000.00	183,561.41	1,129,817.77	0.00	-879,182.23	43.76%
Expense								
103-24-524-12000-000000	SALARY ALLOCATION	-46,000.00	-46,000.00	-28,277.00	-28,277.00	0.00	-17,723.00	38.53 %
103-24-524-12199-000000	SALARIES AND WAGES	1,030,000.00	1,030,000.00	116,888.18	494,479.99	0.00	535,520.01	51.99 %
103-24-524-14001-000000	OVERTIME	6,000.00	6,000.00	2,092.78	6,069.11	0.00	-69.11	-1.15 %
103-24-524-15001-000000	OTHER PAY-LONGEVITY BONUSES	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	100.00 %
103-24-524-15002-000000	CELL PHONE/ CAR ALLOWANCE	13,000.00	13,000.00	2,007.66	8,365.25	0.00	4,634.75	35.65 %
103-24-524-15101-000000	VACATION PAID	18,000.00	18,000.00	1,934.73	8,790.77	0.00	9,209.23	51.16 %
103-24-524-16001-000000	COMPENSATED ABSENCES	0.00	0.00	0.00	1,310.76	0.00	-1,310.76	0.00 %
103-24-524-21000-000000	PAYROLL TAXES	82,000.00	82,000.00	9,282.70	40,928.58	0.00	41,071.42	50.09 %
103-24-524-22000-000000	RETIREMENT CONTRIBUTIONS	113,000.00	113,000.00	8,161.58	54,673.49	0.00	58,326.51	51.62 %
103-24-524-23000-000000	LIFE, HEALTH, DISABILITY INSURANCE	123,000.00	123,000.00	-1,216.68	65,545.42	3,449.24	54,005.34	43.91 %
103-24-524-24000-000000	WORKERS COMPENSATION	8,000.00	8,000.00	635.65	4,452.16	0.00	3,547.84	44.35 %
103-24-524-31001-000000	PROF SERVICES-STRATEGIC PLANNING	145,000.00	145,000.00	24,755.62	43,833.12	7,469.38	93,697.50	64.62 %
103-24-524-34000-000000	CONTRACT SERVICES- FACILITY MGMT	12,413.00	12,413.00	913.05	5,478.30	-1,081.00	8,015.70	64.58 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
103-24-524-40000-000000	TRAVEL & PER DIEM	5,310.00	5,310.00	0.00	0.00	0.00	5,310.00	100.00 %
103-24-524-41000-000000	COMMUNICATIONS	13,838.00	13,838.00	687.36	4,859.58	0.00	8,978.42	64.88 %
103-24-524-42000-000000	POSTAGE & FREIGHT	500.00	500.00	0.00	539.78	0.00	-39.78	-7.96 %
103-24-524-43000-000000	UTILITIES	19,858.00	19,858.00	1,263.50	6,207.73	0.00	13,650.27	68.74 %
103-24-524-44000-000000	RENTALS & LEASES	5,748.00	5,748.00	1,696.00	4,616.25	0.00	1,131.75	19.69 %
103-24-524-45000-000000	PROPERTY AND LIABILITY INSURANCE	21,789.00	21,789.00	5,311.24	11,090.43	0.00	10,698.57	49.10 %
103-24-524-46007-000000	REPAIRS & MAINTENANCE VLLG HALL	3,492.00	3,492.00	0.00	0.00	0.00	3,492.00	100.00 %
103-24-524-47001-000000	PRINTING & SCANNING	33,500.00	33,500.00	9,138.26	15,282.17	0.00	18,217.83	54.38 %
103-24-524-49001-000000	CREDIT CARD FEES	30,000.00	30,000.00	2,016.64	27,527.51	0.00	2,472.49	8.24 %
103-24-524-51001-000000	OFFICE SUPPLIES	17,300.00	17,300.00	0.00	1,426.45	0.00	15,873.55	91.75 %
103-24-524-52000-000000	OPERATING SUPPLIES	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
103-24-524-52001-000000	IT EQUIPMENT < 5000 AND SOFTWARE	78,697.00	78,697.00	2,514.25	42,585.08	0.00	36,111.92	45.89 %
103-24-524-52002-000000	OPERATING SUPPLIES- UNIFORMS	2,700.00	2,700.00	200.00	200.00	0.00	2,500.00	92.59 %
103-24-524-54001-000000	MEMBERSHIPS AND DUES	2,990.00	2,990.00	0.00	500.00	0.00	2,490.00	83.28 %
103-24-524-55000-000000	EDUCATION AND TRAINING	2,950.00	2,950.00	0.00	550.00	0.00	2,400.00	81.36 %
	Expense Total:	1,752,585.00	1,752,585.00	160,005.52	821,034.93	9,837.62	921,712.45	52.59%
	Department: 24 - BUILDING Surplus (Deficit):	231,415.00	256,415.00	23,555.89	308,782.84	-9,837.62	42,530.22	-16.59%
	Fund: 103 - Building Fund Surplus (Deficit):	231,415.00	231,415.00	21,276.39	320,092.87	-30,396.12	58,281.75	-25.18%
Fund: 301 - Capital Improvement Plan Fund								
Department: 00 - Undesignated								
Revenue								
301-00-331-33108-000000	A.R.P.A. GRANT	2,762,948.00	2,762,948.00	0.00	0.00	0.00	-2,762,948.00	100.00 %
301-00-331-33112-000000	FEDERAL GRANT- OTHER	6,937,386.00	6,937,386.00	0.00	0.00	0.00	-6,937,386.00	100.00 %
301-00-384-38404-000000	GOB PROCEEDS	850,000.00	850,000.00	0.00	0.00	0.00	-850,000.00	100.00 %
	Revenue Total:	10,550,334.00	10,550,334.00	0.00	0.00	0.00	-10,550,334.00	100.00%
	Department: 00 - Undesignated Total:	10,550,334.00	10,550,334.00	0.00	0.00	0.00	-10,550,334.00	100.00%
Department: 01 - CARRYOVER								
Revenue								
301-01-370-37005-000000	CARRYOVER	0.00	5,305,599.44	0.00	0.00	0.00	-5,305,599.44	100.00 %
	Revenue Total:	0.00	5,305,599.44	0.00	0.00	0.00	-5,305,599.44	100.00%
	Department: 01 - CARRYOVER Total:	0.00	5,305,599.44	0.00	0.00	0.00	-5,305,599.44	100.00%
Department: 13 - ADMINISTRATIVE								
Expense								
301-13-513-63005-000000	FACILITY REPAIRS AND RENOVATIONS	0.00	110,960.00	0.00	0.00	0.00	110,960.00	100.00 %
301-13-513-63040-000000	VILLAGE HALL WAYFINDING	0.00	50,000.00	0.00	0.00	0.00	50,000.00	100.00 %
	Expense Total:	0.00	160,960.00	0.00	0.00	0.00	160,960.00	100.00%
	Department: 13 - ADMINISTRATIVE Total:	0.00	160,960.00	0.00	0.00	0.00	160,960.00	100.00%

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Department: 15 - PLANNING								
Expense								
301-15-515-64012-000000	SAFETY VEHICLES CODE COMPLIANCE	0.00	25,000.00	0.00	22,975.00	0.00	2,025.00	8.10 %
Expense Total:		0.00	25,000.00	0.00	22,975.00	0.00	2,025.00	8.10%
Department: 15 - PLANNING Total:		0.00	25,000.00	0.00	22,975.00	0.00	2,025.00	8.10%
Department: 21 - LAW ENFORCEMENT								
Expense								
301-21-521-64012-000000	PUBLIC SAFETY VEHICLES	300,000.00	449,262.00	0.00	260,743.00	225,534.15	-37,015.15	-8.24 %
301-21-521-64014-000000	VILLAGE WIDE SECURITY AND SURVEILLANCE SYSTEM/	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	100.00 %
301-21-521-64015-000000	PURCHASE POLICE BOAT	150,000.00	145,091.00	0.00	140,182.00	0.00	4,909.00	3.38 %
Expense Total:		750,000.00	894,353.00	0.00	400,925.00	225,534.15	267,893.85	29.95%
Department: 21 - LAW ENFORCEMENT Total:		750,000.00	894,353.00	0.00	400,925.00	225,534.15	267,893.85	29.95%
Department: 22 - FIRE CONTROL								
Expense								
301-22-522-63063-000000	RENOVATE WOMEN RESTROOM FIRE DPT	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00 %
Expense Total:		110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%
Department: 22 - FIRE CONTROL Total:		110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%
Department: 24 - BUILDING								
Expense								
301-24-524-64012-000000	BUILDING VEHICLES	0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00 %
Expense Total:		0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
Department: 24 - BUILDING Total:		0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
Department: 38 - STORM WATER								
Expense								
301-38-538-63008-000000	BURYING POWERLINES UNDERNEATH ROAD	0.00	201,073.59	0.00	0.00	0.00	201,073.59	100.00 %
301-38-538-63072-000000	PERFORM IMMEDIATE FLOOD CONTROL & MITIGATION	0.00	570,090.50	0.00	0.00	0.00	570,090.50	100.00 %
Expense Total:		0.00	771,164.09	0.00	0.00	0.00	771,164.09	100.00%
Department: 38 - STORM WATER Total:		0.00	771,164.09	0.00	0.00	0.00	771,164.09	100.00%
Department: 41 - TRANSPORTATION								
Expense								
301-41-541-31051-000000	FORMULATE AND PROMOTE R&S 3P	1,220,000.00	2,222,631.00	32,960.45	32,960.45	13,898.75	2,175,771.80	97.89 %
301-41-541-31052-000000	CONDUCT USACE BEACH AND BACK-WAY FEASIBILITY STUDY	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	100.00 %
301-41-541-31053-000000	R&S 3P PROGRAM MANAGEMENT/CONSTRUCTION MANAGE...	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	100.00 %
301-41-541-31054-000000	MONITOR BEACH AND DUNES	200,000.00	306,462.00	10,100.98	15,423.59	144,965.21	146,073.20	47.66 %
301-41-541-63008-000000	BURYNG POWERLINES OVERNEATH ROAD	500,000.00	636,706.35	0.00	205.65	0.00	636,500.70	99.97 %
301-41-541-63035-000000	ENTRY BLOCK SIGN	50,000.00	50,000.00	0.00	0.00	49,471.00	529.00	1.06 %
301-41-541-63036-000000	AREA 1 -K-8 SCHOOL, CENTRAL, BASIN	1,511,000.00	2,300,174.00	55,087.42	80,463.02	465,139.48	1,754,571.50	76.28 %
301-41-541-63037-000000	VILLAGE WIDE EV CHARGING STATIONS	0.00	50,800.00	879.50	2,701.64	0.00	48,098.36	94.68 %

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301-41-541-63041-000000	RECONSTRUCT TRAFFIC CIRCLE AND MILL	2,675,886.00	2,675,886.00	0.00	0.00	0.00	2,675,886.00	100.00 %
301-41-541-63049-000000	RICKENBAKER CONCEPT	0.00	79,440.00	0.00	46,176.45	33,263.55	0.00	0.00 %
301-41-541-63064-000000	MILL AND REPAVE WEST MASHTA	538,000.00	538,000.00	0.00	0.00	0.00	538,000.00	100.00 %
301-41-541-63065-000000	REPAVE ROADWAYS VILLAGE-WIDE	471,559.00	471,559.00	0.00	0.00	0.00	471,559.00	100.00 %
301-41-541-63066-000000	CONSTRUCT BEACH ACCESS PATH AT ISLAND HOUSE	120,000.00	120,000.00	0.00	0.00	0.00	120,000.00	100.00 %
301-41-541-63067-000000	CRANDON BLVD & HARBOR DRIVE	657,342.00	1,175,397.00	27,095.21	54,621.44	884,021.79	236,753.77	20.14 %
301-41-541-63068-000000	IMPROVE WEST HEATHER DR ROADWAY AND STORM SYSTEM	650,000.00	650,000.00	0.00	0.00	0.00	650,000.00	100.00 %
301-41-541-63069-000000	DEVELOP BEACH RAKER PARKING FACILITY	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
301-41-541-63070-000000	PAINT VILLAGE-WIDE FACILITIES AND AMENITIES	200,000.00	116,219.00	12,650.00	64,310.48	0.00	51,908.52	44.66 %
301-41-541-63071-000000	RENOVATE BUILDING OFFICES	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00 %
301-41-541-64012-000000	PUBLIC WORKS VEHICLES	0.00	23,024.00	0.00	0.00	0.00	23,024.00	100.00 %
301-41-541-64016-000000	STORMWATER PUMP STATION BACK-UP GENERATORS (2)	150,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
301-41-541-64017-000000	CONVERT STREETLIGHTS TO LED AND TRANSITION TO FPL	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00	100.00 %
301-41-541-64018-000000	PROCURE MOBILE GENERATOR FOR PUMP STATIONS/	86,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Expense Total:	10,154,787.00	12,511,298.35	138,773.56	296,862.72	1,590,759.78	10,623,675.85	84.91%
	Department: 41 - TRANSPORTATION Total:	10,154,787.00	12,511,298.35	138,773.56	296,862.72	1,590,759.78	10,623,675.85	84.91%
Department: 72 - PARKS AND RECREATION								
Expense								
301-72-572-63021-000000	BEACH AND LAKE PARK IMPROVEMENTS	470,000.00	1,063,411.00	42,362.47	52,230.34	89,948.00	921,232.66	86.63 %
301-72-572-63023-000000	PARADISE PARK - REMEDIATION & CONSTRUCTION	0.00	833,277.00	221,286.07	615,948.97	0.00	217,328.03	26.08 %
301-72-572-63029-000000	ST. AGNES LIGHTING RETROFIT	0.00	284,780.00	0.00	0.00	279,900.00	4,880.00	1.71 %
301-72-572-63042-000000	BEACH PARK SEWER EXTENSION	0.00	0.00	-240.00	0.00	0.00	0.00	0.00 %
301-72-572-63044-000000	HAMPTON PARK IMPROVEMENTS	0.00	100,000.00	30,719.00	38,049.00	0.00	61,951.00	61.95 %
301-72-572-63045-000000	VILLAGE HALL COURT YARD LANDSCAPE- IMPROVEMENTS	0.00	50,000.00	0.00	5,111.00	0.00	44,889.00	89.78 %
301-72-572-63046-000000	SPLASH PAD REPLACEMENT	0.00	195,000.00	0.00	0.00	0.00	195,000.00	100.00 %
301-72-572-63056-000000	IMPROVE KB K-8 ATHLETIC FIELD	75,000.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00 %
301-72-572-63058-000000	IMPROVE PUBLIC ARTWORK	47,889.00	47,889.00	0.00	0.00	0.00	47,889.00	100.00 %
301-72-572-63059-000000	REHABILITATE VILLAGE GREEN BATHROOM	250,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
301-72-572-64020-000000	REPLACE PLAYGROUND EQUIPMENT (UNDER 5 YEARS AREA)	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
301-72-572-64021-000000	REPLACE VILLAGE GREEN RECREATION EQUIPMENT	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	Expense Total:	1,242,889.00	2,849,357.00	294,127.54	711,339.31	369,848.00	1,768,169.69	62.06%
	Department: 72 - PARKS AND RECREATION Total:	1,242,889.00	2,849,357.00	294,127.54	711,339.31	369,848.00	1,768,169.69	62.06%
Department: 73 - CULTURAL SERVICES								
Expense								
301-73-573-63024-000000	FACILITIES LIGHTING RETROFIT- COMMUNITY CENTER	0.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
301-73-573-63030-000000	COMMUNITY CENTER ROOF REPLACEMENT	0.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
301-73-573-63040-000000	REPLACE COMMUNITY CENTER CARDIO EQUIPMENT	145,000.00	159,695.00	0.00	0.00	130,944.36	28,750.64	18.00 %
301-73-573-63054-000000	COMMUNITY CENTER POOL DECK	0.00	351,048.00	53,033.40	241,474.92	49,995.78	59,577.30	16.97 %
	Expense Total:	145,000.00	910,743.00	53,033.40	241,474.92	180,940.14	488,327.94	53.62%
	Department: 73 - CULTURAL SERVICES Total:	145,000.00	910,743.00	53,033.40	241,474.92	180,940.14	488,327.94	53.62%

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Department: 81 - TRANSFERS								
Revenue								
301-81-381-38101-000000	TRANSFER FROM GENERAL FUND WC	625,000.00	929,600.00	0.00	625,000.00	0.00	-304,600.00	32.77 %
301-81-381-38102-000000	TRANSFER FROM TRANSPORTATION FUND 101	1,227,342.00	1,227,342.00	0.00	0.00	0.00	-1,227,342.00	100.00 %
301-81-381-38103-000000	TRANSFER FROM STORMWATER	0.00	250,000.00	0.00	0.00	0.00	-250,000.00	100.00 %
	Revenue Total:	1,852,342.00	2,406,942.00	0.00	625,000.00	0.00	-1,781,942.00	74.03%
	Department: 81 - TRANSFERS Total:	1,852,342.00	2,406,942.00	0.00	625,000.00	0.00	-1,781,942.00	74.03%
	Fund: 301 - Capital Improvement Plan Fund Surplus (Deficit):	0.00	0.00	-485,934.50	-1,048,576.95	-2,367,082.07	-3,415,659.02	0.00%
Fund: 401 - Stormwater								
Department: 38 - STORM WATER								
Revenue								
401-38-344-34401-000000	STORM WATER FEES	1,821,903.00	1,821,903.00	34,640.72	1,657,947.08	0.00	-163,955.92	9.00 %
401-38-361-36101-000000	INTEREST INCOME	7,500.00	7,500.00	361.73	1,440.07	0.00	-6,059.93	80.80 %
	Revenue Total:	1,829,403.00	1,829,403.00	35,002.45	1,659,387.15	0.00	-170,015.85	9.29%
Expense								
401-38-538-12000-000000	SALARY ALLOCATION	237,000.00	237,000.00	0.00	0.00	77,500.00	159,500.00	67.30 %
401-38-538-31001-000000	PROFESSIONAL SERVICES	22,000.00	22,000.00	0.00	0.00	0.00	22,000.00	100.00 %
401-38-538-34008-000000	OPERATIONS & MAINTENANCE	335,500.00	335,500.00	4,406.40	104,583.58	212,855.05	18,061.37	5.38 %
401-38-538-34009-000000	ADMINSTRATIVE EXPENSES	30,000.00	30,000.00	0.00	642.00	0.00	29,358.00	97.86 %
401-38-538-46012-000000	STRUCTURAL IMPROVEMENTS	165,000.00	165,000.00	163,737.00	195,157.80	85,987.00	-116,144.80	-70.39 %
401-38-538-72010-000000	INTEREST-2016 UTILITY REFUNDING (2013)	81,336.00	81,336.00	40,667.86	40,667.86	0.00	40,668.14	50.00 %
	Expense Total:	870,836.00	870,836.00	208,811.26	341,051.24	376,342.05	153,442.71	17.62%
	Department: 38 - STORM WATER Surplus (Deficit):	958,567.00	958,567.00	-173,808.81	1,318,335.91	-376,342.05	-16,573.14	1.73%
	Fund: 401 - Stormwater Surplus (Deficit):	958,567.00	958,567.00	-173,808.81	1,318,335.91	-376,342.05	-16,573.14	1.73%
Fund: 402 - Solid Waste								
Department: 34 - SOLID WASTE								
Revenue								
402-34-343-34301-000000	SOLID WASTE FEES	992,846.00	992,846.00	27,897.75	915,082.77	0.00	-77,763.23	7.83 %
402-34-349-34907-000000	OTHER REVENUE	5,000.00	5,000.00	-2,775.97	4,755.27	0.00	-244.73	4.89 %
402-34-361-36101-000000	INTEREST INCOME	0.00	0.00	0.00	616.11	0.00	616.11	0.00 %
	Revenue Total:	997,846.00	997,846.00	25,121.78	920,454.15	0.00	-77,391.85	7.76%
Expense								
402-34-534-12000-000000	SALARY ALLOCATION	57,000.00	57,000.00	27,486.00	27,486.00	0.00	29,514.00	51.78 %
402-34-534-34002-000000	CONTRACTUAL SERVICES	943,000.00	943,000.00	71,608.85	358,050.56	501,269.73	83,679.71	8.87 %

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<u>402-34-534-49001-000000</u> CREDIT CARD FEES	9,500.00	9,500.00	465.77	2,095.64	0.00	7,404.36	77.94 %
Expense Total:	1,009,500.00	1,009,500.00	99,560.62	387,632.20	501,269.73	120,598.07	11.95%
Department: 34 - SOLID WASTE Surplus (Deficit):	-11,654.00	-11,654.00	-74,438.84	532,821.95	-501,269.73	43,206.22	370.74%
Fund: 402 - Solid Waste Surplus (Deficit):	-11,654.00	-11,654.00	-74,438.84	532,821.95	-501,269.73	43,206.22	370.74%
Report Surplus (Deficit):	1,425,441.00	1,425,441.00	-1,838,657.67	14,297,731.82	-5,528,785.29	7,343,505.53	-515.17%

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For Fiscal: 2022-2023 Period Ending: 03/31/2023

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 001 - General Fund							
Department: 00 - Undesignated							
Revenue	34,182,756.00	34,157,756.00	1,471,170.07	28,423,236.50	0.00	-5,734,519.50	16.79%
Expense	272,498.00	272,498.00	6,746.71	248,661.04	0.00	23,836.96	8.75%
Department: 00 - Undesignated Surplus (Deficit):	33,910,258.00	33,885,258.00	1,464,423.36	28,174,575.46	0.00	-5,710,682.54	16.85%
Department: 11 - COUNCIL							
Expense	59,484.00	59,484.00	6,592.82	19,778.82	0.00	39,705.18	66.75%
Department: 11 - COUNCIL Total:	59,484.00	59,484.00	6,592.82	19,778.82	0.00	39,705.18	66.75%
Department: 12 - CLERK							
Expense	410,587.00	410,587.00	31,450.27	236,858.97	235.61	173,492.42	42.25%
Department: 12 - CLERK Total:	410,587.00	410,587.00	31,450.27	236,858.97	235.61	173,492.42	42.25%
Department: 13 - ADMINISTRATIVE							
Expense	3,017,818.00	3,017,818.00	249,474.61	1,152,651.76	140,182.36	1,724,983.88	57.16%
Department: 13 - ADMINISTRATIVE Total:	3,017,818.00	3,017,818.00	249,474.61	1,152,651.76	140,182.36	1,724,983.88	57.16%
Department: 14 - LEGAL							
Expense	598,000.00	573,000.00	24,858.93	127,081.85	445,918.15	0.00	0.00%
Department: 14 - LEGAL Total:	598,000.00	573,000.00	24,858.93	127,081.85	445,918.15	0.00	0.00%
Department: 15 - PLANNING							
Revenue	160,522.00	160,522.00	2,101.29	122,432.56	0.00	-38,089.44	23.73%
Expense	545,548.00	545,548.00	67,896.75	238,015.08	11,464.87	296,068.05	54.27%
Department: 15 - PLANNING Surplus (Deficit):	-385,026.00	-385,026.00	-65,795.46	-115,582.52	-11,464.87	257,978.61	67.00%
Department: 17 - DEBT							
Expense	2,014,833.00	2,014,833.00	53,382.90	1,961,450.15	0.00	53,382.85	2.65%
Department: 17 - DEBT Total:	2,014,833.00	2,014,833.00	53,382.90	1,961,450.15	0.00	53,382.85	2.65%
Department: 21 - LAW ENFORCEMENT							
Revenue	59,116.00	59,116.00	1,041.59	37,865.26	0.00	-21,250.74	35.95%
Expense	9,221,721.00	9,221,721.00	800,983.05	3,867,833.56	235,437.37	5,118,450.07	55.50%
Department: 21 - LAW ENFORCEMENT Surplus (Deficit):	-9,162,605.00	-9,162,605.00	-799,941.46	-3,829,968.30	-235,437.37	5,097,199.33	55.63%
Department: 22 - FIRE CONTROL							
Revenue	273,950.00	273,950.00	16,759.50	128,775.22	0.00	-145,174.78	52.99%
Expense	9,395,300.00	9,395,300.00	852,526.15	3,918,040.05	422,706.55	5,054,553.40	53.80%
Department: 22 - FIRE CONTROL Surplus (Deficit):	-9,121,350.00	-9,121,350.00	-835,766.65	-3,789,264.83	-422,706.55	4,909,378.62	53.82%
Department: 41 - TRANSPORTATION							
Revenue	1,040.00	1,040.00	0.00	1,138.50	0.00	98.50	-9.47%
Expense	4,719,415.00	4,719,415.00	277,847.58	1,879,002.94	694,630.15	2,145,781.91	45.47%
Department: 41 - TRANSPORTATION Surplus (Deficit):	-4,718,375.00	-4,718,375.00	-277,847.58	-1,877,864.44	-694,630.15	2,145,880.41	45.48%

A- Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 72 - PARKS AND RECREATION							
Expense	2,008,303.00	2,140,303.00	158,873.25	789,337.66	166,826.95	1,184,138.39	55.33%
Department: 72 - PARKS AND RECREATION Total:	2,008,303.00	2,140,303.00	158,873.25	789,337.66	166,826.95	1,184,138.39	55.33%
Department: 73 - CULTURAL SERVICES							
Revenue	1,808,591.00	1,808,591.00	116,611.13	810,911.15	0.00	-997,679.85	55.16%
Expense	3,019,984.00	3,019,984.00	234,064.34	1,239,186.47	-13,385.37	1,794,182.90	59.41%
Department: 73 - CULTURAL SERVICES Surplus (Deficit):	-1,211,393.00	-1,211,393.00	-117,453.21	-428,275.32	13,385.37	796,503.05	65.75%
Department: 75 - ATHLETIC							
Revenue	425,000.00	425,000.00	4,500.00	111,338.83	0.00	-313,661.17	73.80%
Expense	1,000,484.00	868,484.00	11,652.65	368,283.21	17,894.20	482,306.59	55.53%
Department: 75 - ATHLETIC Surplus (Deficit):	-575,484.00	-443,484.00	-7,152.65	-256,944.38	-17,894.20	168,645.42	38.03%
Department: 76 - COMMUNITY GROUPS							
Expense	0.00	0.00	0.00	475.73	0.00	-475.73	0.00%
Department: 76 - COMMUNITY GROUPS Total:	0.00	0.00	0.00	475.73	0.00	-475.73	0.00%
Department: 81 - TRANSFERS							
Expense	625,000.00	625,000.00	0.00	625,000.00	0.00	0.00	0.00%
Department: 81 - TRANSFERS Total:	625,000.00	625,000.00	0.00	625,000.00	0.00	0.00	0.00%
Department: 90 - EMERGENCY							
Revenue	0.00	0.00	0.00	9,546.40	0.00	9,546.40	0.00%
Department: 90 - EMERGENCY Surplus (Deficit):	0.00	0.00	0.00	9,546.40	0.00	9,546.40	0.00%
Fund: 001 - General Fund Surplus (Deficit):	2,000.00	2,000.00	-1,164,166.43	12,973,587.13	-2,121,910.84	10,849,676.29	42,483.81%
Fund: 101 - Transportation							
Department: 00 - Undesignated							
Revenue	400.00	400.00	0.00	0.00	0.00	-400.00	100.00%
Department: 00 - Undesignated Surplus (Deficit):	400.00	400.00	0.00	0.00	0.00	-400.00	100.00%
Department: 17 - DEBT							
Expense	240,785.00	240,785.00	60,196.26	176,385.63	0.00	64,399.37	26.75%
Department: 17 - DEBT Total:	240,785.00	240,785.00	60,196.26	176,385.63	0.00	64,399.37	26.75%
Department: 41 - TRANSPORTATION							
Revenue	1,103,000.00	1,103,000.00	130,131.14	317,171.34	0.00	-785,828.66	71.24%
Expense	900,000.00	900,000.00	56,028.75	266,216.65	131,784.48	501,998.87	55.78%
Department: 41 - TRANSPORTATION Surplus (Deficit):	203,000.00	203,000.00	74,102.39	50,954.69	-131,784.48	-283,829.79	139.82%
Fund: 101 - Transportation Surplus (Deficit):	-37,385.00	-37,385.00	13,906.13	-125,430.94	-131,784.48	-219,830.42	-588.02%
Fund: 102 - Parks and Open Spaces Land Trust							
Department: 72 - PARKS AND RECREATION							
Revenue	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85	-15.72%

A- Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 72 - PARKS AND RECREATION Surplus (Deficit):	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85	-15.72%
Fund: 102 - Parks and Open Spaces Land Trust Surplus (Deficit):	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85	-15.72%
Fund: 103 - Building Fund							
Department: 00 - Undesignated							
Revenue	0.00	0.00	0.00	15,751.53	0.00	15,751.53	0.00%
Department: 00 - Undesignated Surplus (Deficit):	0.00	0.00	0.00	15,751.53	0.00	15,751.53	0.00%
Department: 14 - LEGAL							
Expense	0.00	25,000.00	2,279.50	4,441.50	20,558.50	0.00	0.00%
Department: 14 - LEGAL Total:	0.00	25,000.00	2,279.50	4,441.50	20,558.50	0.00	0.00%
Department: 24 - BUILDING							
Revenue	1,984,000.00	2,009,000.00	183,561.41	1,129,817.77	0.00	-879,182.23	43.76%
Expense	1,752,585.00	1,752,585.00	160,005.52	821,034.93	9,837.62	921,712.45	52.59%
Department: 24 - BUILDING Surplus (Deficit):	231,415.00	256,415.00	23,555.89	308,782.84	-9,837.62	42,530.22	-16.59%
Fund: 103 - Building Fund Surplus (Deficit):	231,415.00	231,415.00	21,276.39	320,092.87	-30,396.12	58,281.75	-25.18%
Fund: 301 - Capital Improvement Plan Fund							
Department: 00 - Undesignated							
Revenue	10,550,334.00	10,550,334.00	0.00	0.00	0.00	-10,550,334.00	100.00%
Department: 00 - Undesignated Surplus (Deficit):	10,550,334.00	10,550,334.00	0.00	0.00	0.00	-10,550,334.00	100.00%
Department: 01 - CARRYOVER							
Revenue	0.00	5,305,599.44	0.00	0.00	0.00	-5,305,599.44	100.00%
Department: 01 - CARRYOVER Surplus (Deficit):	0.00	5,305,599.44	0.00	0.00	0.00	-5,305,599.44	100.00%
Department: 13 - ADMINISTRATIVE							
Expense	0.00	160,960.00	0.00	0.00	0.00	160,960.00	100.00%
Department: 13 - ADMINISTRATIVE Total:	0.00	160,960.00	0.00	0.00	0.00	160,960.00	100.00%
Department: 15 - PLANNING							
Expense	0.00	25,000.00	0.00	22,975.00	0.00	2,025.00	8.10%
Department: 15 - PLANNING Total:	0.00	25,000.00	0.00	22,975.00	0.00	2,025.00	8.10%
Department: 21 - LAW ENFORCEMENT							
Expense	750,000.00	894,353.00	0.00	400,925.00	225,534.15	267,893.85	29.95%
Department: 21 - LAW ENFORCEMENT Total:	750,000.00	894,353.00	0.00	400,925.00	225,534.15	267,893.85	29.95%
Department: 22 - FIRE CONTROL							
Expense	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%
Department: 22 - FIRE CONTROL Total:	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	100.00%
Department: 24 - BUILDING							
Expense	0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%
Department: 24 - BUILDING Total:	0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%

A- Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Department: 38 - STORM WATER							
Expense	0.00	771,164.09	0.00	0.00	0.00	771,164.09	100.00%
Department: 38 - STORM WATER Total:	0.00	771,164.09	0.00	0.00	0.00	771,164.09	100.00%
Department: 41 - TRANSPORTATION							
Expense	10,154,787.00	12,511,298.35	138,773.56	296,862.72	1,590,759.78	10,623,675.85	84.91%
Department: 41 - TRANSPORTATION Total:	10,154,787.00	12,511,298.35	138,773.56	296,862.72	1,590,759.78	10,623,675.85	84.91%
Department: 72 - PARKS AND RECREATION							
Expense	1,242,889.00	2,849,357.00	294,127.54	711,339.31	369,848.00	1,768,169.69	62.06%
Department: 72 - PARKS AND RECREATION Total:	1,242,889.00	2,849,357.00	294,127.54	711,339.31	369,848.00	1,768,169.69	62.06%
Department: 73 - CULTURAL SERVICES							
Expense	145,000.00	910,743.00	53,033.40	241,474.92	180,940.14	488,327.94	53.62%
Department: 73 - CULTURAL SERVICES Total:	145,000.00	910,743.00	53,033.40	241,474.92	180,940.14	488,327.94	53.62%
Department: 81 - TRANSFERS							
Revenue	1,852,342.00	2,406,942.00	0.00	625,000.00	0.00	-1,781,942.00	74.03%
Department: 81 - TRANSFERS Surplus (Deficit):	1,852,342.00	2,406,942.00	0.00	625,000.00	0.00	-1,781,942.00	74.03%
Fund: 301 - Capital Improvement Plan Fund Surplus (Deficit):	0.00	0.00	-485,934.50	-1,048,576.95	-2,367,082.07	-3,415,659.02	0.00%
Fund: 401 - Stormwater							
Department: 38 - STORM WATER							
Revenue	1,829,403.00	1,829,403.00	35,002.45	1,659,387.15	0.00	-170,015.85	9.29%
Expense	870,836.00	870,836.00	208,811.26	341,051.24	376,342.05	153,442.71	17.62%
Department: 38 - STORM WATER Surplus (Deficit):	958,567.00	958,567.00	-173,808.81	1,318,335.91	-376,342.05	-16,573.14	1.73%
Fund: 401 - Stormwater Surplus (Deficit):	958,567.00	958,567.00	-173,808.81	1,318,335.91	-376,342.05	-16,573.14	1.73%
Fund: 402 - Solid Waste							
Department: 34 - SOLID WASTE							
Revenue	997,846.00	997,846.00	25,121.78	920,454.15	0.00	-77,391.85	7.76%
Expense	1,009,500.00	1,009,500.00	99,560.62	387,632.20	501,269.73	120,598.07	11.95%
Department: 34 - SOLID WASTE Surplus (Deficit):	-11,654.00	-11,654.00	-74,438.84	532,821.95	-501,269.73	43,206.22	370.74%
Fund: 402 - Solid Waste Surplus (Deficit):	-11,654.00	-11,654.00	-74,438.84	532,821.95	-501,269.73	43,206.22	370.74%
Report Surplus (Deficit):	1,425,441.00	1,425,441.00	-1,838,657.67	14,297,731.82	-5,528,785.29	7,343,505.53	-515.17%

A- Budget Report

For Fiscal: 2022-2023 Period Ending: 03/31/2023

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
001 - General Fund	2,000.00	2,000.00	-1,164,166.43	12,973,587.13	-2,121,910.84	10,849,676.29
101 - Transportation	-37,385.00	-37,385.00	13,906.13	-125,430.94	-131,784.48	-219,830.42
102 - Parks and Open Spaces Land	282,498.00	282,498.00	24,508.39	326,901.85	0.00	44,403.85
103 - Building Fund	231,415.00	231,415.00	21,276.39	-320,092.87	-30,396.12	58,281.75
301 - Capital Improvement Plan Fu	0.00	0.00	-485,934.50	-1,048,576.95	-2,367,082.07	-3,415,659.02
401 - Stormwater	958,567.00	958,567.00	-173,808.81	1,318,335.91	-376,342.05	-16,573.14
402 - Solid Waste	-11,654.00	-11,654.00	-74,438.84	532,821.95	-501,269.73	43,206.22
Report Surplus (Deficit):	1,425,441.00	1,425,441.00	-1,838,657.67	14,297,731.82	-5,528,785.29	7,343,505.53



VKB FY23 Capital Improvement Program

Project Status			
●	●	●	●
Complete	On Target	Issues	Problems

Procurement	Design	Permitting	Construction	Complete
5	4	0	7	20

PRI	Project	PHASE	SCHEDULE			BUDGET					2023						FY2024											
			Project Phase	ESD	ASD	ECD	FY23 Budget	FY23 Spent	FY23 Encumbered	FY23 Remaining	Percent Spent/Encumbered	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	Improve Crandon Blvd	Construction		Jan-22	Jul-23	\$ 1,175,397	\$ (199,270)	\$ (765,843)	\$ 210,284	82%																		
1	Formulate and Promote R&SI3P	Planning		Jul-22	Nov-23	\$ 2,222,631	\$ (32,960)	\$ (63,859)	\$ 2,125,811	4%																		
1	Underground Electrical and Telecom Utilities	Design		Jan-22	Sep-24	\$ 337,780	\$ (206)		\$ 337,574	0%																		
1	Conduct USACE Beach and Back-Bay Feasibility Study	Not Started	Jun-23		Jul-26	\$ 500,000			\$ 500,000	0%																		
1	Construct K-8 School Central Stormwater Basin (Zone 1)	Design		Aug-22	Jul-26	\$ 2,300,174	\$ (99,498)	\$ (446,104)	\$ 1,754,572	24%																		
2	Assess and Repair Community Center Roof	Planning		Nov-22	Jan-24	\$ 200,000			\$ 200,000	0%																		
2	Install Village-Wide Security and Surveillance System	Construction		May-22	Jun-23	\$ 300,000		\$ (201,447)	\$ 98,553	67%																		
2	Perform Immediate Flood Control & Mitigation (Areas 1, 2, & 4)	Procurement		Aug-22	Oct-23	\$ 570,091			\$ 570,091	0%																		
2	Purchase Village Fleet Vehicles	Procurement		Oct-21	Aug-23	\$ 449,262	\$ (260,743)	\$ (225,534)	\$ (37,015)	108%																		
2	Repave Roadways Village-Wide	Procurement		Nov-22	Nov-23	\$ 471,559			\$ 471,559	0%																		
2	Implement Green ROW Infrastructure Solutions	Procurement		Dec-22	Apr-24	\$ 650,000			\$ 650,000	0%																		
3	Improve Beach Park	Design		Sep-22	Jul-24	\$ 1,063,776	\$ (90,788)	\$ (53,641)	\$ 919,348	14%																		
3	Improve Village Civic Center Landscape and Hardscape	Construction		Jan-23	Jul-23	\$ 50,000	\$ (12,507)	\$ (10,966)	\$ 26,527	47%																		
3	Retrofit Community Center Facilities Lighting to LED	Construction		Feb-22	Jul-23	\$ 200,000			\$ 200,000	0%																		
3	Replace St. Agnes Sod and Lighting	Construction		Jul-22	Sep-23	\$ 284,780		\$ (279,900)	\$ 4,880	98%																		
3	Update Village Hall Wayfinding Signage	Planning		Jun-23	Nov-23	\$ 50,000			\$ 50,000	0%																		
3	Monitor Beach and Dunes	Planning		Jun-22	Sep-23	\$ 206,462	\$ (67,454)	\$ (108,585)	\$ 30,423	85%																		
3	Renovate Women's Restroom Fire Department	Procurement		Dec-22	Oct-23	\$ 110,000		\$ (86,697)	\$ 23,303	79%																		
3	Construct Beach Access Path at Commodore Club	Planning		Oct-22	Dec-23	\$ 120,000			\$ 120,000	0%																		
4	Convert Streetlights to LED and Transition to FPL	Not Started	Jul-23		Feb-24	\$ 250,000			\$ 250,000	0%																		
3	Replace Playground Equipment (under 5 area)	Planning		Oct-22	May-24	\$ 87,500			\$ 87,500	0%																		
3	Improve KB K-8 Athletic Field/Courts	Design		Apr-23	Sep-23	\$ 75,000			\$ 75,000	0%																		
3	Paint Village-Wide Facilities and Amenities P1	Construction		Nov-22	Jul-23	\$ 116,219	\$ (64,310)	\$ (25,850)	\$ 26,059	78%																		
5	Improve Public Artwork	Construction		Feb-22	Sep-23	\$ 47,889	\$ (1,852)		\$ 46,037	4%																		
5	Renovate Building Offices	Planning		Mar-23	Sep-23	\$ 75,000			\$ 75,000	0%																		

COMPLETED PROJECTS				
PRI	Project Name	Project Phase	ASD	ACD
2	Equip Fire Engine	Completed	Jul-22	Oct-22
1	Remediate and Construct Paradise Park*	Completed	Nov-21	May-23
3	Upgrade Splashpad	Completed	Oct-21	Jun-23
3	Develop Rickenbacker Causeway Plan	Completed	Mar-22	Jun-23
3	Community Center Cardio Equipment	Completed	Nov-23	Apr-23
2	Construct Public Beach Access at Sands	Completed	Apr-22	Dec-22
2	Replace Community Center RTU	Completed	Oct-21	Mar-22
2	Replace Community Center Pool Deck	Completed	Jul-22	May-23
2	Purchase Village Fleet Vehicles (FY22)	Completed	Oct-21	Jan-23
3	Improve Hampton Park	Completed	Jul-22	Feb-23
3	Design and Construct Beach Club Sewer Extension	Completed	Nov-21	Jun-22
3	Improve Calusa Park Tennis Courts and Surfaces	Completed	Feb-22	Jun-22
3	Develop Rickenbacker Causeway Plan	Completed	Mar-22	May-23
3	Renovate Lake Park	Completed	Oct-21	Jul-22
3	Renovate Village Green Interior Sidewalk	Completed	Oct-21	Jun-22
3	Purchase Police Boat	Completed	Jul-22	Jan-23
3	Replace Community Center Cardio Equipment (FY22)	Completed	Oct-22	May-22
5	Replace Entry Block Sign	Completed	Jul-22	Mar-22
5	Install Village Wide EV Charging Stations	Completed	Jan-22	Apr-23
5	MAST Solar Panels	Completed	Nov-22	Sep-22

* Bedia Plaza in Paradise Park to be completed by September 2023

5/22/2023

Federal Funding Opportunities

VWD Status	Highly Status	New or Closing	Program Details		Agency		Eligible Applicants		Funding		Deadline		Description		Fiscal Criteria		Other Notes		Sector	Type of Project	Phase of Project	Resource Types	Applicant Types
			Program Name	Purpose	Funding Available	Eligible Applicants	Agency	Eligible Applicants	Agency	Eligible Applicants	Agency	Eligible Applicants	Agency	Eligible Applicants	Agency	Eligible Applicants	Agency	Eligible Applicants					
Not Eligible	Existing - Increase	Existing - Increase	Apply Online View Details	To develop and support regional low-carbon economic development initiatives that address high-quality jobs, increase economic opportunities, and support the future of the west generation of industry leading companies.	Department of Commerce	Economic Development (EDA)	Project eligibility specifications vary by program. Eligible applicants include: local, county, or tribal governments; nonprofit organizations; and industry (including	50% match required	\$45,000,000	\$750,000 for Business Building Fund; \$2,500,000 for Venture Capital Fund	50	\$90,000,000	June 13, 2022	Under many EDA programs, this program does not require eligibility through regional advisory committees. Applicants should be prepared to provide, from and beyond the local government, a letter of support from the local government and a letter of support from the local government. Local governments are encouraged to engage emerging challenges and opportunities. For more information, visit https://www.eda.gov/development/programs .	Other Notes	Industry, Electricity, Building, Transportation	Workforce Development, Relating & Building Capacity, Renewable Energy, Energy Storage, Building Efficiency, Electric Vehicle/Charging Equipment, Clean Manufacturing & Supply Chain, Clean Fuels	Planning, Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Not Eligible	Existing - Continue	Existing - Continue	Apply Online View Details	To provide quick, targeted technical assistance to assisted communities to coordinate environmental and economic sustainability, using a variety of tools that generate the most effective results and address specific needs.	Department of Education	Office of Community Revitalization	Eligible applicants include local, county, or tribal governments; nonprofit organizations; and industry (including	N/A	N/A	N/A	N/A	November 20, 2020	EDA offers 20 funds through this program. Not every local government program is eligible for all 20 funds. For more information, visit https://www.eda.gov/development/programs .	Other Notes	Building, Transportation, Resilience & Recovery	Building Rehabilitation, Building Efficiency, Disaster Resilience, Public Transit, Smart Growth, Resilience & Building Capacity, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Technical Assistance	Municipality, Non-Profit, Public Agency/Local Authority, Tribal				
Eligible - Continuing	Existing - USA Increase	Existing - USA Increase	Apply Online View Details	To invest in and undertake housing integration projects, including but not limited to new construction, townhomes and mixed-use housing.	Department of Housing and Urban Development	Federal Community Development Agency (FHA)	Local governments/household partners are eligible to apply for assistance under section 542 (Public Transportation) and section 544 (Public Transportation) of the Housing Act of 1954. Eligible applicants include: local, county, or tribal governments; nonprofit organizations; and industry (including	25% match required unless otherwise specified	\$2,300,000,000	TBA	125	\$18,400,000	January 27, 2022, state deadline was per "Single Track"	State deadline will vary by sub-applicant to be considered January 1, 3 months prior to the EDA deadline. Contact your State Housing Director (SHD) for more information. For more information, visit https://www.fha.gov/programs/housing/development/section-542 .	Other Notes	Resilience & Recovery, Building, Transportation	Community Resilience, Relating & Building Capacity, Building Rehabilitation, Energy Storage, Renewable Energy, Electric Vehicle/Charging Equipment, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Tribal, Municipality			
Not Eligible	New - USA	New - USA	Apply Online View Details	To establish a competitive grant program to help institutions of higher education establish building energy and environmental centers to advance and promote building energy and environmental research and engineering on engineering research buildings.	Department of Energy	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities are state-associated technical colleges, community colleges, and local governments.	TBA	\$100,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	\$100,000,000 available until expended	Building	Building Rehabilitation, Building Efficiency, Resilience & Recovery, Relating & Building Capacity, Renewable Energy, Energy Storage, Clean Manufacturing & Supply Chain	Implementation/Construction	Grant - Competitive/Discretionary	Non-Profit			
Not Eligible	Existing - Increase	Existing - Increase	Apply Online View Details	To make Federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to conduct the related activities including technological changes or innovations to modify the design of the bus and related equipment.	Department of Transportation	Federal Transit Administration (FTA)	Eligible applicants include state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	20% match required with exceptions	\$250,000,000	N/A	-100	\$4,300,000	November 14, 2021	For program details and awards, see https://www.fta.gov/programs .	Other Notes	Transportation	Public Transit, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	Existing - Increase	Existing - Increase	Apply Online View Details	To make Federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to conduct the related activities including technological changes or innovations to modify the design of the bus and related equipment.	Department of Transportation	Federal Transit Administration (FTA)	Eligible applicants include state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	20% match required with exceptions	\$613,000,000	\$453,000,000	125	\$1,800,000	TBA	N/A	Program funding expires in 2024	Other Notes	Transportation	Public Transit, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal		
Not Eligible	Existing - Continue	Existing - Continue	Apply Online View Details	To invest in additional corridor improvements to assist that are at or near capacity by fall within 10 years. This is a transportation planning program that focuses on increasing capacity, reducing travel times.	Department of Transportation	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	20% match required	\$2,300,000,000	N/A	N/A	N/A	Rolling	Can be paired with FTA State of Good Repair Funding Section 5331 SGR program. The total construction program and related maintenance within the Core Capacity investment can support increased capacity.	Other Notes	Transportation	Public Transit, Smart Growth, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	Existing - Continue	Existing - Continue	Apply Online View Details	To fund major investments in new or expanded fixed guideway public transit systems, including light rail, heavy rail, commuter rail, streetcar, and bus rapid transit (BRT) systems.	Department of Transportation	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	40% match required	\$2,300,000,000	N/A	N/A	N/A	Rolling	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	Existing - Continue	Existing - Continue	Apply Online View Details	To fund major investments in new or expanded fixed guideway public transit systems, including light rail, heavy rail, commuter rail, streetcar, and bus rapid transit (BRT) systems.	Department of Transportation	Federal Transit Administration (FTA)	Eligible applicants are state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	20% match required	\$2,300,000,000	\$150,000,000	N/A	N/A	Rolling	N/A	N/A	Transportation	Public Transit, Smart Growth, Electric Vehicle/Charging Equipment	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	New - USA	New - USA	Apply Online View Details	To demonstrate additional investments in the efficiency, effectiveness, and environmental performance of carbon capture technology for power, industrial, and other commercial applications.	Department of Energy	Office of Carbon Dioxide Capture and Storage (CCS)	Eligible applicants include state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	Match required	\$237,000,000	N/A	6	\$400,000,000	Expected 4th quarter 2022	Of the demonstration projects, 2 shall be designed for natural gas electric generation facilities, 2 for coal electric generation facilities, and 2 for industrial facilities and processes for energy generation.	Other Notes	Industry	Carbon Capture & Storage (CCS)	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Eligible - Continuing	New - USA	New - USA	Apply Online View Details	To reduce transportation costs on alternative fueling infrastructure, efficiency, effectiveness, and other planning strategies.	Department of Transportation	Regional Administration (RA)	Eligible applicants include state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	20% match required	\$234,000,000	N/A	N/A	N/A	November 10, 2022	Implementation period can be found here: https://www.fta.gov/programs .	Other Notes	Transportation	Public Transit, Smart Growth, Electric Vehicle/Charging Equipment, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant - Formula/Block	State			
Not Eligible	Existing - USA Increase	Existing - USA Increase	Apply Online View Details	To expand EERE's Carbon Storage program to fund development of new or expanded commercial-scale carbon sequestration projects and associated carbon dioxide transport infrastructure, including funding for the feasibility, site characterization, and construction phases of project development.	Department of Energy	Office of Carbon Dioxide Capture and Storage (CCS)	Eligible applicants include the development of new or expanded commercial-scale carbon sequestration projects and associated carbon dioxide transport infrastructure, including funding for the feasibility, site characterization, and construction phases of project development.	20% match required	\$1,000,000,000	TBA	TBA	TBA	Expected 2nd quarter 2022	N/A	\$2,000,000,000 for FY22-26	Industry	Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS)	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All			
Not Eligible	New - USA	New - USA	Apply Online View Details	To improve air and products derived from carbon capture and storage.	Department of Energy	Office of Carbon Dioxide Capture and Storage (CCS)	Eligible applicants include state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	TBA	\$35,140,781	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	N/A	Industry	Clean Manufacturing & Supply Chain, Carbon Capture & Storage (CCS)	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority			
Not Eligible	New - USA	New - USA	Apply Online View Details	To give the Federal share of associated career skills training programs under which students complete a certificate or diploma program and receive a stipend for the job training for the purpose of obtaining an industry-related certificate or diploma energy efficient building technologies.	Department of Energy	Office of Energy Efficiency & Renewable Energy (EERE)	Grants will be awarded to nonprofit organizations, which may include industry, academic, research-based, community-based organizations, workforce centers, and other organizations, including institutions of higher education, and other organizations, including institutions of higher education, and other organizations, including institutions of higher education.	50% match required	\$100,000,000	N/A	TBA	TBA	Expected 3rd quarter 2022	N/A	N/A	Building	Workforce Development, Relating & Building Capacity	Implementation/Construction	Grant - Competitive/Discretionary	Non-Profit			
Not Eligible	Existing - Increase	Existing - Increase	Apply Online View Details	To support those communities that are undergoing a transportation planning process and are ready to implement their "Transportation Plan" to advancing the transportation plan.	Department of Transportation	Public and Indian Development (PID)	The eligible applicant must demonstrate that the project is a transportation planning project and that the project is a transportation planning project.	1% match required	\$100,000,000	\$100,000,000	5	\$30,000,000	April 2022	Use HUD Mapping tool to determine eligible neighborhoods: https://www.huduser.gov/portal/map/ncme.html	Other Notes	Transportation, Resilience & Recovery, Building	Smart Growth, Community Resilience, Nature-Based Solutions	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	Existing - Increase	Existing - Increase	Apply Online View Details	To support the development of comprehensive regional-level transportation plans which focus on addressing the transportation needs of the region.	Department of Transportation	Public and Indian Development (PID)	The eligible applicant must demonstrate that the project is a transportation planning project and that the project is a transportation planning project.	1% match required	\$100,000,000	\$100,000,000	20	\$300,000	July 26, 2022	Use HUD Mapping tool to determine eligible neighborhoods: https://www.huduser.gov/portal/map/ncme.html	Other Notes	Transportation, Resilience & Recovery, Building	Smart Growth, Community Resilience, Relating & Building Capacity, Nature-Based Solutions	Planning	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	New - USA	New - USA	Apply Online View Details	To demonstrate the technical and economic viability of clean energy projects on current and former sites.	Department of Energy	Office of Carbon Dioxide Capture and Storage (CCS)	Eligible applicants include state and local government agencies, including transit agencies, that operate fixed routes bus service, and other transit agencies that operate fixed routes bus service.	TBA	\$900,000,000	TBA	5	\$100,000,000	Estimated application opening date in 2023	The maximum expenditure of commercial-scale CCS, as determined by the Secretary, is one of the project eligible criteria. Transportation infrastructure project investments, particularly in economically distressed areas and disadvantaged communities, are eligible for funding. For more information, visit https://www.eere.energy.gov/carbon-capture .	Other Notes	Electricity	Renewable Energy, Energy Storage, Carbon Capture & Storage (CCS), Smart Grids	Implementation/Construction, Planning, Design/Engineering, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	New - USA	New - USA	Apply Online View Details	To establish a R&D, demonstration, construction, and deployment program to improve the efficiency, increase the reliability, and reduce the cost of producing clean hydrogen using electrolysis.	Department of Energy	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include (1) the demonstration of technology that produces clean hydrogen from water, and (2) the demonstration of technology that produces clean hydrogen from water.	TBA	\$1,000,000,000	TBA	TBA	TBA	Expected 4th quarter 2022	N/A	\$1,000,000,000 funding available until expended	Industry, Electricity	Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction, Planning, Design/Engineering, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	New - USA	New - USA	Apply Online View Details	To support R&D and demonstration projects that advance clean hydrogen production, processing, delivery, and use, and equipment manufacturing, distribution, and hydrogen safety, and reduce the cost and recycling of clean hydrogen.	Department of Energy	Office of Energy Efficiency & Renewable Energy (EERE)	Industry stakeholders are eligible to apply for assistance under section 542 (Public Transportation) and section 544 (Public Transportation) of the Housing Act of 1954.	TBA	\$500,000,000	TBA	TBA	TBA	Expected 2nd quarter 2022	N/A	\$500,000,000 funding available until expended	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction, Planning, Design/Engineering, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal			
Not Eligible	New - USA	New - USA	Apply Online View Details	To demonstrate clean fleet by replacing existing school buses with zero-emission buses and alternative fuel-based buses.	Department of Education	Office of Transportation	Eligible applicants include state, local and tribal government agencies that are responsible for providing school bus services to one or more public schools, including the purchase of school buses. Eligible applicants include buses, charging units, and related projects.	Not required	\$1,000,000,000	\$575,000,000	TBA	TBA	April 15, 2022	For additional information on providing effectively for clean school bus fleets, see the guidebook https://www.eere.energy.gov/clean-school-buses .	Other Notes	Transportation	Electric Vehicle/Charging Equipment, Public Transit, Energy Storage, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal			
Not Eligible	Existing - USA Increase	Existing - USA Increase	Apply Online View Details	To provide secure baseload power to projects at or near capacity by fall within 10 years. This is a transportation planning program that focuses on increasing capacity, reducing travel times.	Department of Energy	Loan Program Office	Loan-guarantee projects must be for projects at or near capacity by fall within 10 years. This is a transportation planning program that focuses on increasing capacity, reducing travel times.	20% match required for loan guarantees	\$2,300,000,000	N/A	N/A	N/A	Expected 4th quarter 2022	N/A	N/A	Industry	Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning, Design/Engineering, Implementation/Construction, Any or All	Loan, Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal			

Federal Funding Opportunities

VEIS Status	Priority Status	New or Closing	Program Name	Purpose	Agency	Eligible Applicants	Eligible Projects	Priority	Funding Available	Max Award	Eligible	Average Size	Deadline	Helpful Tips	Other Notes	Sector	Type of Project	Phase of Project	Resource Type	Applicant Type
Not Eligible	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To encourage deployment of combined heat and power, which leads to greater, efficient direct energy production by providing education and technical assistance to building professionals, energy auditors, and local governments. Support also includes utility communications and outreach support to address the general educational activities. Realigns the Clean Energy Application Centers of DOE in the CDF Technical Assistance Program.	Department of Energy (DOE)	Advanced Technology Office	Eligible applicants include institutions of higher education, researchers, and other organizations with the capacity to conduct research and development activities of the regional CDF Technical Assistance Partnership.	Not required	\$22,000,000	N/A	N/A	N/A	Rolling funding begins 2023	Funding will continue to go through the existing CDF Technical Assistance Partnership. Local entities with an interest in CDF support and assistance should reach out to their regional contact: https://www.ct.gov/energy/energy-efficiency-and-conservation-program	N/A	Industry, Buildings, Electricity	Renewable Energy, Community Resilience	Planning/Design/Engineering	Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To enable viable urban communities by providing direct financing, training, and technical assistance opportunities for low- and moderate-income persons.	Department of Housing & Community Development (DHCD)	Community Development	CDAC must be used for activities that include, but are not limited to acquisition of real property, rehabilitation of residential and non-residential structures, construction of new facilities and improvements, such as water and sewer systems, streets, neighborhood centers, and the conversion of urban buildings for single-family, multi-family, or affordable housing. Other activities include energy conservation and weatherization, public assistance, urban revitalization, activities relating to energy conservation and weatherization, public assistance, activities relating to public educational institutions that carry out economic development and job creation/retention activities.	Not required	\$22 CDAC Formula Grant awarded by January 15th, 2024. Plus, plus grant program, information at www.dhcd.ct.gov/CDAC	Varies by city and state	Connecticut	Varies by city and state	Annual Action Plans are typically due in May for each Federal Fiscal Year	Each activity must meet one of the following national objectives: the program benefits low- and moderate-income persons, promotion or elimination of slums or blight, or the development of public facilities. The project must be a public facility and be located in a distressed urban area. The project must be a public facility and be located in a distressed urban area. The project must be a public facility and be located in a distressed urban area.	N/A	Any of All: Buildings, Electricity, Transportation, Industry, Resilience & Recovery	Renewable Energy, Energy Storage, Community Resilience, Public Transit, Workforce Development, Housing & Building Capacity, Building Electrification, Nature Based Solutions	Clean Manufacturing & Supply Chain, Clean Fuel-1/1	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority
Not Eligible	New		Connecticut Energy Efficiency and Conservation Program	To help communities prevent, prepare for, and respond to the short and long-term effects of current COVID-19 pandemic, and to mitigate future risks.	Department of Housing & Community Development (DHCD)	Community Development	Projects must meet the eligible CDAC activities, CDAC national objectives, and COVID-19 information. The term "public facilities" is broadly interpreted under CDAC to include public facilities that are owned by public entities, including municipalities, towns, cities, counties, public housing authorities, community centers, and places where people receive services.	Not required	Not required	Varies by city and state	Varies by city and state	Varies by city and state	N/A	N/A	The proposed project must be designed to prevent, prepare for, or respond to the pandemic. Current must document the relationship, other references to the needs. The documenting the relationship between the benefits of the proposed activity and the effects of the pandemic. This activity may relate to the current pandemic or may relate to mitigate a potential future pandemic. The project must be a public facility and be located in a distressed urban area. Applicants should ensure that they are meeting the criteria for COVID-19 or other pandemic and should discuss any questions with their CDAC program contact.	The public facilities activity category is generally intended to address the physical aspects of improving the facility, other than provide support for operating costs or services that may be provided within the facility.	Planning/Implementation/Construction, Design/Engineering, Any or All	Grant - Formula/Block	Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To help cities, counties, and states recover from devastatingly devastating disasters. The grants focus on low-income areas, subject to availability of supplemental appropriations.	Department of Housing & Community Development (DHCD)	Community Planning and Development	Eligible activities include disaster recovery, which includes the reconstruction, rehabilitation, or improvement of public facilities, infrastructure, and other assets that are damaged or destroyed by a disaster.	Not required	Onwards on Federal Act Funding	Varies by city and state	Varies by city and state	Varies by city and state	As awarded by Congress through the Stafford Act after Federal Declaration	For additional guidance, see HUD's priority guidance and checklist for CDAC-DR: https://www.hud.gov/sites/daccess/hudweb/documents/CDAC-DR-Fact-Sheet.pdf	To determine eligibility for federal disaster declaration funding, please check FEMA website at https://www.fema.gov/disaster	Resilience & Recovery, Buildings, Electricity, Transportation, Industry, Resilience & Recovery	Disaster Recovery, Affordable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits, Community Resilience, Building Electrification, Nature Based Solutions	Planning/Implementation/Construction, Design/Engineering, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority
Not Eligible	Existing - Constant		Connecticut Energy Efficiency and Conservation Program	To develop community facilities that provide essential services to the local community for the safety, development, and economic growth of the community. The program focuses on low-income areas, subject to availability of supplemental appropriations.	United States Department of Agriculture (USDA)	Rural Development	Eligible activities include but are not limited to: water supply, irrigation, drainage, and other water-related activities; electric, telephone, and other utility lines; and other public facilities that are necessary for the economic development of rural areas.	Not required	30% RHC match required, depending on population and the median household income of the proposed rural community	Unknown	N/A	N/A	Rolling	N/A	A list of prior grants can be found here for 2020 and 2021: https://www.commoditydevelopmentprograms.usda.gov/ComDev.asp?net=14925	Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Energy Storage, Building Weatherization, Building Efficiency Benefits, Community Resilience, Building Electrification	Implementation/Construction	Grant - Competitive/Discretionary	Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All, State
Eligible - Contending	New		Connecticut Energy Efficiency and Conservation Program	To support a broad array of projects for infrastructure and community development.	United States Congress	U.S. House of Representatives	Members of Congress will be invited to submit letters of intent to the Department of Energy for consideration for funding. Letters of intent will be accepted until the end of the funding period. Letters of intent will be accepted until the end of the funding period.	N/A	\$2 billion for FY22, total funding for each House of Congress is limited to no more than 10% of discretionary spending	N/A	Open 4000 (Including Discretionary Project Funding)	N/A	April 30, 2022	Funding will be prioritized for projects that are shovel-ready and allowing projects are eligible as well. In this first round of funding, projects were prioritized based on clear demonstration of community support and compelling need. Consideration will be given to community organizations that are working on projects with innovative approaches and compelling need. Each project must be for the current fiscal year only and cannot include previous funding.	The structure is similar to what was previously known as "Formula", which were distributed to DOE. As it is new and subject to congressional direction, rules, requirements, and process may evolve year by year. Funded projects can be found here: https://www.energy.gov/eere/energy-efficiency-and-conservation-program	Any or All: Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Any or All: Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits, Disaster Recovery, Community Resilience, Electric Vehicle Charging Equipment, Public Transit, Smart Growth, Workforce Development, Housing & Building Capacity, Clean Manufacturing & Supply Chain, Culture Capital & Smart Cities, Clean Fuel, Building Electrification, Brightfield, Nature Based Solutions	Planning/Implementation/Construction, Design/Engineering, Any or All	Congressional Directed Spending	State, Municipality, Public Agency/Local Authority, Tribal
Eligible - Contending	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To support most low-carbon transportation modes including public transit, active transportation, identification, and pilot and freight public integration.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Transportation planning or programs that have a high level of effectiveness in reducing or eliminating traffic congestion, improving transportation system performance, and providing information and services to the public.	Not required	\$1,538,000,000	Unknown	Unknown	Unknown	Rolling	The funding flow through state transportation agencies to local governments. Local governments will also receive additional funding that are open agencies and local and regional needs.	N/A	Transportation	Electric Vehicle/Charging Equipment, Public Transit, Smart Growth	Planning/Implementation/Construction, Design/Engineering, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority, Tribal
Eligible	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To support a broad array of projects for infrastructure and community development.	United States Congress	U.S. Senate	Members of Congress will be invited to submit letters of intent to the Department of Energy for consideration for funding. Letters of intent will be accepted until the end of the funding period. Letters of intent will be accepted until the end of the funding period.	N/A	\$2 billion for FY22, total funding for each House of Congress is limited to no more than 10% of discretionary spending	N/A	Open 4000 (Including Discretionary Project Funding)	N/A	April 30, 2022	Funding will be prioritized for projects that are shovel-ready and allowing projects are eligible as well. In this first round of funding, projects were prioritized based on clear demonstration of community support and compelling need. Consideration will be given to community organizations that are working on projects with innovative approaches and compelling need. Each project must be for the current fiscal year only and cannot include previous funding.	This is the first year this congressional program has expired. The structure is similar to what was previously known as "Formula", which were distributed to DOE. As it is new and subject to congressional direction, rules, requirements, and process may evolve each year.	Any or All: Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Any or All: Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits, Disaster Recovery, Community Resilience, Electric Vehicle Charging Equipment, Public Transit, Smart Growth, Workforce Development, Housing & Building Capacity, Clean Manufacturing & Supply Chain, Culture Capital & Smart Cities, Clean Fuel, Building Electrification, Brightfield, Nature Based Solutions	Planning/Design/Engineering, Implementation/Construction	Congressional Directed Spending	State, Municipality, Public Agency/Local Authority, Tribal
Eligible - Contending	Existing - Constant		Connecticut Energy Efficiency and Conservation Program	To expand DOE's network of grid-interaction offices to provide technical assistance and demonstrate the ability to provide services to local governments. DOE will provide technical assistance and demonstrate the ability to provide services to local governments.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Municipal and tribal entities are eligible prime contractors. Eligible prime contractors are those that are currently providing services to DOE and are currently providing services to DOE.	30% match required	\$5,000,000	\$7,000,000	10	\$6,900,000	March 15, 2021	For the funding opportunity on the DOE website: https://www.doe.gov/eere/energy-efficiency-and-conservation-program	To learn more about "Contract Communities" related research, see this report: https://www.doe.gov/eere/energy-efficiency-and-conservation-program	Buildings, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Any or All: State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To fund projects that improve the safety, efficiency and reliability of electric power generation and distribution.	Department of Transportation (DOT)	Federal Railroad Administration (FRA)	Eligible projects include safety technology, safety equipment, and other safety-related activities. Eligible projects include safety technology, safety equipment, and other safety-related activities.	20% match required	\$165,717,500	N/A	N/A	N/A	November 28, 2021	N/A	N/A	Transportation	Public Transit, Smart Growth, Building & Building Capacity	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority
Not Eligible	New		Connecticut Energy Efficiency and Conservation Program	To work program that can help reduce greenhouse gas emissions by providing technical assistance and demonstrating the ability to provide services to local governments.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible projects include safety technology, safety equipment, and other safety-related activities. Eligible projects include safety technology, safety equipment, and other safety-related activities.	Not required	\$480,000 + FY22 \$1,600,000 total	N/A	2.11 \$/kW	Program 1 (Electricity) Program 2 (Renewable Energy) Program 3 (Energy Storage)	Letter of intent due June 28, 2022. Application due July 30, 2022	Agencies will be judged based on Technical and Management Capabilities (TMC) and Quality of Proposal (QOP). It may be desirable to award a group of projects. This represents a diversity of technical approaches, methods, applications, and other factors. (2) The project must be a public facility and be located in a distressed urban area. (3) The project must be a public facility and be located in a distressed urban area.	Work under this agreement has the form of "consultative agreements" between DOE and consultant groups.	Electricity	Renewable Energy	Planning	Technical Assistance, Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New		Connecticut Energy Efficiency and Conservation Program	To review federal opportunities and programs for schools and provide technical assistance and demonstrate the ability to provide services to local governments.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible activities include school energy audits, energy audits, energy audits, and other energy-related activities.	Not required	N/A	N/A	N/A	N/A	N/A	Long-term goals include more effective use of federal appropriations, providing technical assistance and demonstrating the ability to provide services to local governments, and other factors. (2) The project must be a public facility and be located in a distressed urban area. (3) The project must be a public facility and be located in a distressed urban area.	The office is intended to increase the accessibility of federal programs for energy efficiency, renewable energy, and energy conservation projects for schools. It will use DOE's existing relationships with schools, but also to increase coordination, education, and outreach from existing federal programs to schools from the DOE, DOE, Energy, the EERE, the EERE, and other appropriate Federal entities.	Electricity, Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits, Building Electrification	Planning	Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Eligible - Contending	New - USA		Connecticut Energy Efficiency and Conservation Program	To enable additional cost-effective implementation of updated building energy codes to save customers money on their energy bills.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible activities include energy audits, energy audits, energy audits, and other energy-related activities.	TEA	\$225,000,000	N/A	TEA	TEA	Expected end of 2022	N/A	\$225,000,000 in funding available until expended.	Buildings	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits, Building Electrification	Planning/Design/Engineering, Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit
Not Eligible	Existing - USA Increase		Connecticut Energy Efficiency and Conservation Program	To fund projects that improve the safety, efficiency and reliability of electric power generation and distribution.	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible activities include safety technology, safety equipment, and other safety-related activities.	New program, more information forthcoming	\$600,000,000	TEA	TEA	TEA	Expected end of 2022	N/A	Original program details can be found here: https://www.doe.gov/eere/energy-efficiency-and-conservation-program	Electricity	Energy Storage, Community Resilience, Electric Grid Upgrades	Implementation/Construction	Grant - Competitive/Discretionary	Municipality, Public Agency/Local Authority
Not Eligible	Existing - Increase		Connecticut Energy Efficiency and Conservation Program	To achieve significant reductions in GHG emissions and improve, particularly from fleets operating in areas designated by the Administrator as port air quality areas.	Environmental Protection Agency (EPA)	Direct Federal	Eligible activities include local governments to conduct emissions audits for fleets, and other activities.	Not required	\$6,000,000	\$80,000	15	\$33,333	October 28, 2022	N/A	Eligible vehicles for replacement must be fully operational. The participating local government must have been established for 2 years prior to the start of the project. The vehicle must be used for public purposes and the vehicle must be used for public purposes. The vehicle must be used for public purposes.	Transportation, Industry	Electric Vehicle/Charging Equipment, Public Transit, Clean Fuel	Implementation/Construction	Grant - Competitive/Discretionary	Tribal, Public Agency/Local Authority

Federal Funding Opportunities

WFO Status	Program Details	Agency	Activity	Eligible Entities	Priority	Start/End Dates	Amount	Phase	Deadline	Other Notes	Sector	Type of Project	Fiber Criteria	Phase of Project	Resource Types	Applicant Types
Highly Stable	New	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include a State Energy Office or a local government, a manufacturer of high-efficiency, energy-saving products, and a private energy storage company.	Not required	\$355,000,000	N/A	3	\$118,333,333	Expected 6/30/2022	Electricity	Energy Storage	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Public Agency, Local Authority	
Highly Stable	Existing - Increase	Department of Transportation (DOT)	Federal Transit Administration (FTA)	States and designated agencies are direct recipients; eligible applicants include private transit agencies, transit authorities, transit districts, and other entities of public transit systems. Funds are used to fund transit projects for different purposes.	20% match required for capital projects; 10% match required for other projects.	\$280,000,000	Varies by state	Varies by state	Varies by state	Varies by state	Transportation	Public Transit, Smart Growth, Electric Vehicles/Charging Equipment	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Formula/Block, Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Any or All	
Highly Stable	Existing - Increase	Environmental Protection Agency (EPA)	Varies	Eligible entities include environmental planning, research, and engineering organizations, public health and safety organizations, and other organizations of public transit systems. Funds are used to fund transit projects for different purposes.	New program, 10% match required for capital projects; 5% match required for other projects.	\$50,000,000	N/A	N/A	\$70,000	June 1, 2021 for Environmental Justice Small Grants; March 15, 2022 for other programs.	Electricity, Transportation, Building, Industry, Resilience & Recovery	Community Resilience, Electric Vehicle/Charging Equipment, Renewable Energy, Energy Storage, Building Efficiency, Resilience, Building Weatherization, Disaster Recovery, Workforce Development, Nature-Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal	
Highly Stable	New	Environmental Protection Agency (EPA)	Office of Environmental Justice (OEJ)	Eligible entities include non-profit, territorial, or government organizations.	Not required	\$7,000,000	\$71,000	0	\$7,000	June 1, 2021	Electricity, Transportation, Building, Industry, Resilience & Recovery	Workforce Development, Resilience & Building Capacity, Community Resilience, Nature-Based Solutions	Planning/Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal	
Highly Stable	Existing - USA Increase	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	The program focuses on improving Federal-aid transportation projects that are located in underserved areas, such as rural areas, and are not eligible for other Federal-aid programs.	Not required	\$41,543,000	\$20,000,000	N/A	N/A	7/8/21	Transportation	Public Transit, Smart Growth	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency, Local Authority	
Highly Stable	New - USA	Department of Transportation (DOT)	N/A	All states are eligible for this program.	Not required	N/A	N/A	0	N/A	7/8/21	Any or All, Electricity, Transportation, Building, Industry, Resilience & Recovery	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Resilience, Community Resilience, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilience & Building Capacity, Carbon Capture & Storage, Clean Manufacturing & Supply Chains	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Formula/Block, Grant - Competitive/Discretionary	State	
Highly Stable	New	Department of Commerce (DOC)	Department of Commerce (DOC)	States, local governments (including cities, counties, townships), local transit agencies, and other organizations of public transit systems. Funds are used to fund transit projects for different purposes.	Not required	\$500,000,000	\$75,000,000	50	\$30,000,000	January 26, 2022	Building & Recovery	Community Resilience, Workforce Development, Resilience & Building Capacity	Planning/Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	New - USA	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include local industrial facilities, companies, for-profit, and community organizations. Funds are used to fund energy efficiency projects.	Not required	\$500,000,000	7/8/21	7/8/21	7/8/21	Expected 6/30/2022	Electricity, Transportation, Building	Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency, Resilience, Electric Vehicle/Charging Equipment, Building Weatherization, Disaster Recovery, Workforce Development, Nature-Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency, Local Authority, Non-Profit	
Highly Stable	Existing - Constant	Environmental Protection Agency (EPA)	EPA Region 24 (Connecticut, Massachusetts, New Hampshire, Vermont)	Funding can be applied anywhere in the Connecticut, Massachusetts, New Hampshire, and Vermont regions.	Not required	\$400,000	6	\$8,000	\$8,000	March 1, 2023	Building	Smart Growth, Renewable Energy, Community Resilience, Nature-Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Municipality, Non-Profit	
Highly Stable	Existing - Constant	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible project topics must have not yet been in 2020. States need eligible lead agencies for projects, which can be awarded through the Energy Efficiency Grant program.	Yes, match required	\$64,000,000	\$9,000,000	21	\$1,874,451	Summer 2021	Electricity	Renewable Energy, Energy Storage, Resilience & Building Capacity, Workforce Development, Clean Fuels	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Fluctuating	Existing - Constant	Department of Homeland Security (DHS)	Federal Emergency Management Agency (FEMA)	Local governments are eligible to apply as sub-recipients. Primary applicants must have a disaster recovery plan.	Typically, 25% match required	Subject to a sliding scale formula based on the estimated total cost of disaster assistance.	N/A	N/A	N/A	Within 12 months of the date of the presidential major disaster declaration.	Resilience & Recovery, Electricity	Renewable Energy, Energy Storage, Building Weatherization, Community Resilience, Disaster Preparedness	Planning/Implementation/Construction	Grant - Non-Competitive/Discretionary	State, Tribal	
Highly Stable	Existing - USA Increase	Environmental Protection Agency (EPA)	Office of Water (OW)	Types of technical assistance include a needs assessment, community education, independent technical advice, and the decision planning.	Not required	N/A	N/A	N/A	N/A	N/A	Industry, Resilience & Recovery, Electricity	Renewable Energy, Energy Storage, Clean Manufacturing & Supply Chains, Resilience	Planning	Technical Assistance	State, Municipality, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	New	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include local industrial facilities, companies, for-profit, and community organizations. Funds are used to fund energy efficiency projects.	Not required	\$5,000,000	\$1,000,000	5	\$1,000,000	August 15, 2021	Building	Building Weatherization, Building Efficiency, Resilience, Building Destruction	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority	
Highly Stable	New - USA	Department of Transportation (DOT)	TEA	Eligible applicants include states, local governments, and other organizations of public transit systems. Funds are used to fund transit projects for different purposes.	20% match required	\$300,000,000	\$15,000,000	N/A	N/A	7/8/21	Transportation, Resilience & Recovery, Building	Community Resilience, Smart Growth, Nature-Based Solutions	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	Existing - Constant	United States Department of Agriculture (USDA)	Rural Development (RD)	Eligible entities include domestic energy efficiency organizations, energy efficiency organizations, and other organizations of public transit systems. Funds are used to fund energy efficiency projects.	Not required	\$5,000,000	\$1,000,000	10	\$1,000,000	July 6, 2021	Electricity, Buildings	Building Weatherization, Building Efficiency, Resilience, Renewable Energy, Energy Storage	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	Existing - Increase	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Funds are distributed to each state. Detailed project needs assessment and other information are required. Funds are used to fund transit projects for different purposes.	20% match required	\$1,111,000,000	N/A	N/A	N/A	N/A	Transportation	Public Transit, Smart Growth	Implementation/Construction	Grant - Formula/Block, Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	Existing - Constant	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include local industrial facilities, companies, for-profit, and community organizations. Funds are used to fund energy efficiency projects.	25% match required	Varies	\$200,000,000	Varies by state	Varies by state	Rolling	Building	Renewable Energy, Building Weatherization, Building Efficiency, Resilience, Building Destruction	Planning/Design/Engineering/Implementation/Construction, Any or All	Grant - Formula/Block, Technical Assistance	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	Existing - Increase	United States Department of Agriculture (USDA)	Rural Development (RD)	Eligible entities include domestic energy efficiency organizations, energy efficiency organizations, and other organizations of public transit systems. Funds are used to fund energy efficiency projects.	Not required	\$160,000,000	\$50,000	100	\$100,000	July 11, 2022	Electricity, Buildings	Building Weatherization, Building Efficiency, Resilience, Building Destruction	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Highly Stable	Existing - Increase	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible entities include any organization that is a local government, a manufacturer of high-efficiency, energy-saving products, and a private energy storage company.	20% match required	\$75,000,000	\$3,000,000	N/A	N/A	Expected mid-2022	Electricity	Building Efficiency, Community Resilience, Building Weatherization	Design/Engineering/Implementation/Construction	Unknown/Other Income	Any or All, State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal	

Federal Funding Opportunities

WBS Status	Priority Status	Program Details	Agency	Activity	Topic/Category	Priority	Funding Available	Match	Start Date	End Date	Other Notes	Sector	Type of Project	Fiber Criteria	Project of Interest	Resource Types	Applicant Types
Not Eligible	Existing - Constant	To provide communities a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This is a new provision of the CDBG Program allowing communities to leverage portions of their CDBG funds for housing and economic development. The program is designed to provide a source of financing for public facilities, including streets, sidewalks, and other site improvements that are part of the overall project.	Department of Housing and Urban Development (HUD)	Community Planning and Development (CDBG)	CDBG funds may be used for activities that include, but are not limited to: acquisition of land, property, information and information, rehabilitation of residential and non-residential structures, construction of public facilities and other infrastructure, including streets, sidewalks, and other site improvements, and other site improvements that are part of the overall project.	Recovery of costs by the recipient to acquire land, property, information and information, rehabilitation of residential and non-residential structures, construction of public facilities and other infrastructure, including streets, sidewalks, and other site improvements, and other site improvements that are part of the overall project.	Section 108 Financing (CDBG) and Section 109 Financing (CDBG) are available for use in the program. The program is designed to provide a source of financing for public facilities, including streets, sidewalks, and other site improvements that are part of the overall project.	20%	None	None	None	Building & Recovery, Transportation	Workforce Development, Energy Storage, Community Resilience, Public Transit, Workforce Development, Resilience & Building Capacity, Nature Based Solutions	Planning Design/Engineering Implementation/Construction, Any or All	Loan	Municipality, State, Public Agency/Local Authority	
Not Eligible	Existing - Increase	To make federal resources available to urbanized areas and to provide for transit capital and operating expenses in urbanized areas and for transportation-related planning.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	For urbanized areas with 200,000 in population and for non-urbanized areas with 100,000 in population, the program is designed to provide a source of financing for transit capital and operating expenses in urbanized areas and for transportation-related planning.	20% match required	\$21,470,000,000	N/A	N/A	N/A	None	Transportation	Public Transit	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Formula/Block	State, Municipality, Public Agency/Local Authority	
Not Eligible	Existing - Increase	To provide capital, planning, and operating assistance to help support public transportation in areas with 100,000 in population and for non-urbanized areas with 50,000 in population. The program is designed to provide a source of financing for transit capital and operating expenses in urbanized areas and for transportation-related planning.	Department of Transportation (DOT)	Federal Transit Administration (FTA)	For urbanized areas with 100,000 in population and for non-urbanized areas with 50,000 in population, the program is designed to provide a source of financing for transit capital and operating expenses in urbanized areas and for transportation-related planning.	20% match required	\$1,000,000,000	N/A	N/A	N/A	None	Transportation	Public Transit	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Formula/Block	State, Tribal	
Not Eligible	New - USA	To fund the permitting of wells for the geologic sequestration of carbon dioxide (CO2) in oil and gas basins. The program is designed to provide a source of financing for the permitting of wells for the geologic sequestration of carbon dioxide (CO2) in oil and gas basins.	Department of Energy (DOE)	Underground Storage (USG)	New program; details forthcoming	TBA	\$75,000,000	TBA	TBA	TBA	N/A	Industry	Carbon Capture & Storage (CCS)	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Formula/Block	State	
Eligible - Constant	Existing - Increase	To provide capital, planning, and operating assistance to help support public transportation in areas with 100,000 in population and for non-urbanized areas with 50,000 in population. The program is designed to provide a source of financing for transit capital and operating expenses in urbanized areas and for transportation-related planning.	Department of Energy (DOE)	None	Eligible activities include state and federally sponsored electric, fuel, and other energy-related projects, including state and federal government activities, research, development, and demonstration of advanced technologies for electric, fuel, and other energy-related projects.	Not required	\$150,000,000	N/A	3 to 5	\$5,000,000 to \$100,000,000	New program, deadline adjustable	Electricity, Industry, Buildings	Renewable Energy, Energy Storage, Building Efficiency Benefits, Building Electrification	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality, Tribal	
Not Eligible	Existing - Constant	To assemble multi-investor teams that research and develop solutions to reduce greenhouse gas emissions and improve energy efficiency. The program is designed to provide a source of financing for research and development of energy efficiency technologies.	Department of Energy (DOE)	State Energy and Technology Office (SETO)	Not listed	Not required	\$5,000,000	\$300,000	Unknown	\$300,000	June 15, 2023	None	Electricity, Buildings	Renewable Energy, Energy Storage, Resilience & Building Capacity	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal
Eligible - Constant	Existing - Constant	To help state, county, and regional organizations across the nation develop programs that make a local and state-level effort to reduce greenhouse gas emissions and improve energy efficiency. The program is designed to provide a source of financing for research and development of energy efficiency technologies.	Department of Energy (DOE)	State Energy and Technology Office (SETO)	Eligible activities include municipalities, counties, and regional organizations in the United States.	Not required	N/A	N/A	N/A	N/A	Rolling	None	Electricity, Buildings	Renewable Energy, Energy Storage, Building Efficiency Benefits, Resilience & Building Capacity	Planning Design/Engineering Implementation/Construction, Any or All	Technical Assistance	Municipality, Public Agency/Local Authority, Tribal
Not Eligible	Existing - Constant	To fund economic development and infrastructure projects in eligible areas. The program is designed to provide a source of financing for economic development and infrastructure projects in eligible areas.	Department of Energy (DOE)	Eastern Border Regional Economic Development (EBRED)	Applicants must be in a high-growth economic area, have a strong economic base, and be located in a high-growth economic area.	20% match required	\$33,000,000	None	None	None	Monday, Oct 2, 2023 Full application June 2, 2023	None	Any or All, Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Any or All, Renewable Energy, Energy Storage, Building Electrification, Building Efficiency Benefits, Disaster Recovery, Community Resilience, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilience & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain, Building Electrification, Clean Fuels	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Competitive/Discretionary, Revolving Loan Fund	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	Existing - USA Increase	To enhance energy efficiency and reduce energy consumption in eligible areas. The program is designed to provide a source of financing for energy efficiency technologies.	Department of Energy (DOE)	Office of Energy Efficiency and Renewable Energy (EERE)	Eligible activities include state and federally sponsored electric, fuel, and other energy-related projects, including state and federal government activities, research, development, and demonstration of advanced technologies for electric, fuel, and other energy-related projects.	20% match required	\$500,000,000	None to 100%	None to 100%	None to 100%	Rolling	None	Electricity, Buildings	Renewable Energy, Energy Storage, Building Efficiency Benefits, Building Electrification, Clean Fuels, Energy Grid	Implementation/Construction, Planning, Any or All, Design/Engineering	Grant - Formula/Block, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New - USA	To facilitate access to high-performance computing resources for small and medium manufacturers and provide technical assistance to help them improve their manufacturing processes and practices.	Department of Energy (DOE)	Office of Energy Efficiency and Renewable Energy (EERE)	Eligible activities include (1) facilitating access to high-performance computing resources for small and medium manufacturers, and (2) providing technical assistance to help them improve their manufacturing processes and practices.	20% match required	\$50,000,000	\$100,000,000	TBA	TBA	Expected 4th quarter 2023	None	Industry	Workforce Development, Clean Manufacturing & Supply Chain, Clean Fuels	Implementation/Construction	Grant - Competitive/Discretionary	State
Not Eligible	Existing - USA Increase	To provide capital assistance for the maintenance, reconstruction, and replacement of existing infrastructure projects to help transit agencies maintain assets in a state of good repair.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible activities include state and federally sponsored electric, fuel, and other energy-related projects, including state and federal government activities, research, development, and demonstration of advanced technologies for electric, fuel, and other energy-related projects.	20% match required	\$2,648,432,000	TBA	TBA	TBA	March 7, 2023	None	Transportation	Public Transit, Smart Growth	Implementation/Construction	Grant - Competitive/Discretionary	State, Municipality
Not Eligible	Existing - Increase	To support and improve regional economic development opportunities by supporting basic public infrastructure, transportation infrastructure, workforce development, and business development as an integral part of economic development.	Delta Regional Authority (DRA)	None	Applicants must be in one of the 252 counties in the Delta Regional Authority. To be eligible, applicants must be a local government, a non-profit organization, or a private business.	100% match required	\$16,000,000	None to 100%	N/A	N/A	June 1, 2023 & Oct 1, 2023	None	Any or All, Electricity, Transportation, Buildings, Industry, Resilience & Recovery	Any or All, Renewable Energy, Energy Storage, Building Electrification, Building Efficiency Benefits, Disaster Recovery, Community Resilience, Electric Vehicle/Charging Equipment, Public Transit, Smart Growth, Workforce Development, Resilience & Building Capacity, Carbon Capture & Storage (CCS), Clean Manufacturing & Supply Chain	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Not Eligible	New	To develop coordinated state-level plans for economic development and state, local, and institutional capacity to maintain and scale economic development opportunities, including through coordination of practice and provision of technical assistance across existing and emerging programs.	Department of Commerce (DOC)	Economic Development (ED)	Eligible projects include (1) economic development opportunities, including through coordination of practice and provision of technical assistance across existing and emerging programs.	Yes	\$1,000,000	\$5,000,000	20	\$1,500,000	May 24, 2023	None	Building & Recovery	Community Resilience, Workforce Development, Resilience & Building Capacity, Disaster Recovery	Planning	Grant - Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency/Local Authority, Tribal, Any or All
Eligible - Constant	New - USA	To fund planning and programming projects that incorporate advanced technologies, including but not limited to, artificial intelligence, machine learning, and other emerging technologies, to improve the efficiency and effectiveness of government operations.	Department of Transportation (DOT)	Office of the Secretary	A \$500K grant may be used to fund a project that demonstrates the use of advanced technologies, including but not limited to, artificial intelligence, machine learning, and other emerging technologies, to improve the efficiency and effectiveness of government operations.	Not required	\$100,000,000	\$1,000,000	None	\$1,000,000	November 10, 2023	None	Transportation	Smart Growth	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Competitive/Discretionary	State, Municipality, Public Agency/Local Authority, Tribal
Not Eligible	Existing - USA Increase	To fund the Surface Transportation Block Grant Program projects. The program is designed to provide a source of financing for surface transportation projects.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	The Surface Transportation Block Grant Program provides flexibility to state and local transportation departments and agencies to address state and local transportation needs.	20% match required, 10% match required for certain projects	\$1,835,000,000	None to 100%	None to 100%	None to 100%	None	None	Transportation	Electric Vehicle/Charging Equipment, Public Transit, Smart Growth	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Formula/Block	State
Not Eligible	New - USA	To carry out on-site technical assessments to identify opportunities for (1) increasing the energy efficiency of industrial processes and energy-using systems; (2) preventing water in manufacturing processes; and (3) conserving natural resources. Technical assessments are the initial step in carrying out a joint government industry partnership program to implement recommendations.	Department of Energy (DOE)	TBA	New program; details forthcoming	TBA	TBA	TBA	TBA	TBA	None	None	Industry	Clean Manufacturing & Supply Chain, Clean Fuels	Planning Design/Engineering Implementation/Construction, Any or All	Technical Assistance	Municipality, Public Agency/Local Authority
Not Eligible	Existing - Constant	To allocate grants to commercial financing for energy projects in the United States that utilize innovative technology to reduce, avoid, or capture greenhouse gas emissions. The program is designed to provide a source of financing for commercial financing for energy projects in the United States that utilize innovative technology to reduce, avoid, or capture greenhouse gas emissions.	Department of Energy (DOE)	Loan Guarantee (LG)	Eligible projects must utilize at least one of the following technologies: (1) advanced manufacturing, (2) advanced materials, (3) advanced energy, (4) advanced transportation, (5) advanced water, (6) advanced waste, (7) advanced recycling, (8) advanced recycling, (9) advanced recycling, (10) advanced recycling.	Not required	\$4,500,000,000	Unknown	Unknown	Unknown	Rolling	None	Electricity, Buildings, Industry, Resilience & Recovery	Renewable Energy, Energy Storage, Building Efficiency Benefits, Community Resilience, Resilience & Building Capacity, Disaster Recovery	Implementation/Construction	Loan, Technical Assistance	State, Municipality, Non-Profit, Public Agency/Local Authority
Not Eligible	New - USA	To facilitate the construction of electric power transmission lines and related facilities to provide new transmission capacity to support the nation's energy needs. The program is designed to provide a source of financing for electric power transmission lines and related facilities.	Department of Energy (DOE)	Office of Electricity Delivery and Energy Reliability (OEDERA)	Eligible electric power transmission lines that are (1) new, (2) modernized, (3) expanded, (4) upgraded, (5) replaced, (6) repaired, (7) replaced, (8) replaced, (9) replaced, (10) replaced.	Yes	\$2,500,000,000	N/A	N/A	N/A	TBA	None	Electricity, Buildings & Recovery	Community Resilience, Resilience & Building Capacity, Electric Grid Upgrade	Planning Design/Engineering Implementation/Construction, Any or All	Revolving Loan, Technical Assistance	State, Tribal, Municipality, Non-Profit, Public Agency/Local Authority
Not Eligible	Existing - Constant	To leverage federal funds and attract private and other non-federal investments to support the construction of electric power transmission lines and related facilities to provide new transmission capacity to support the nation's energy needs.	Department of Energy (DOE)	Western Area Administration (WAA)	Recipient of utility scale transmission and/or other projects that are (1) new, (2) modernized, (3) expanded, (4) upgraded, (5) replaced, (6) repaired, (7) replaced, (8) replaced, (9) replaced, (10) replaced.	Not required	\$1,750,000,000	None	None	None	None	None	Electricity	Electric Grid Upgrade	Planning Design/Engineering Implementation/Construction, Any or All	Loan, Technical Assistance	State, Public Agency/Local Authority, Tribal
Eligible - Constant	Existing - USA Increase	To support multi-modal transportation systems, including pedestrian and bicycle facilities, projects that increase access to public transportation and other modes of transportation, and other transportation projects.	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Varies by state	Varies by state	Varies by state	Varies by state	Varies by state	Varies by state	None	None	Transportation	Public Transit, Smart Growth	Planning Design/Engineering Implementation/Construction, Any or All	Grant - Competitive/Discretionary	Public Agency/Local Authority, Municipality

Federal Funding Opportunities

VDS Status	Program Details	Activity	Eligibility	Funding	Deadline	Notes	Sector	Type of Project	Fiber Criteria										
Eligibility Status	New or Existing	Program Name	Purpose	Funding Available	Start Date	End Date	Announced or Anticipated	Market Type	Phase of Project	Resource Type	Applicant Type								
Existing/Eligible	Existing - Continual	Transportation	To provide credit assistance for qualified projects of regional and local agencies... Transportation	Department of Transportation (DOT)	Built America Bonus	Eligible applicants include state governments, local governments, public utilities, private utilities, and transportation improvement districts... Credit assistance provided in form of a loan guarantee... Projects must have a minimum investment of \$2 million... Eligible project types include: road and bridge construction, transit, and other transportation projects.	N/A	N/A	N/A	Rolling	TEA intends to facilitate projects with significant public benefits, encourage private-public partnerships, and support projects that are economically viable... The program is a loan guarantee... Eligible project types include: road and bridge construction, transit, and other transportation projects.	Transportation	Public Transit	Implementation/Construction	Loan	State, Municipality, Public Agency, Local Authority			
Eligible/Continuing	New	Resilience	To help communities that have been impacted by the challenges facing the coast, forest, and outdoor recreation... Resilience	Department of Commerce	Economic Development (EDA)	Eligibility is limited to four opportunities... Yes	\$240,000,000	\$300,000,000	100	\$1,800,000	February 10, 2022	N/A	N/A	Resiliency & Recovery	Community Resiliency, Workforce Development, Resilient & Building Capacity	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All
Not Eligible	New	Energy	To help states qualify to meet its existing, infrastructure, business and industrial needs... Energy	Department of Commerce	Economic Development (EDA)	EDA will award grants, in the amount of 10% of total project cost... Not required	\$10,000,000	N/A	N/A	N/A	60 days after receiving notification	N/A	N/A	Resiliency & Recovery	Community Resiliency, Workforce Development, Resilient & Building Capacity, Building Efficiency Benefits	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	State
Not Eligible	Existing - Continual	Energy	To provide partial loan guarantee to support economic development... Energy	Department of Energy (DOE)	Loan Guarantee Office	Eligible borrowers must be a federally recognized tribe... Not required	\$2,000,000,000	Up to 10% of the total project cost	Unknown	Unknown	Rolling	N/A	N/A	Electricity, Resiliency & Recovery	Electric Vehicle/Charging Equipment, Electric Grid Upgrades	Implementation/Construction	Loan, Technical Assistance	Tribal	
Not Eligible	Existing - USA Increase	Energy	To operate and provide funding for the Tribal High Priority Energy Program... Energy	Department of Transportation (DOT)	Federal Highway Administration (FHWA)	Eligible entities must be federally recognized tribal governments... N/A	\$1,200,000	\$1,000,000	N/A	N/A	TBA	N/A	N/A	Transportation, Resiliency & Recovery	Disease Recovery, Public Transit, Community Resiliency, Smart Growth	Implementation/Construction	Grant	Competitive/Discretionary	Tribal
Not Eligible	Existing - Increase	Energy	To provide funding to federally recognized tribes to provide public transportation services... Energy	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Only federally recognized tribes are eligible... Not required	\$8,782,836	\$10,000,000 in planning grant awards	60	\$145,862	May 21, 2022	The FTA NODD is by closed text... Energy	Transportation	Public Transit	Implementation/Construction	Grant	Competitive/Discretionary	Tribal	
Not Eligible	Existing - Continual	Energy	To provide funding to federally recognized tribes to provide public transportation services... Energy	Department of Transportation (DOT)	Federal Transit Administration (FTA)	Only federally recognized tribes are eligible... Not required	\$5,833,941	N/A	125	\$28,500	N/A	N/A	N/A	Transportation	Public Transit	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Formula/Block	Tribal
Eligible/Continuing	Existing - Increase	Energy	To provide technical, financial, research and educational services for communities to conserve, restore, and enhance forests... Energy	United States Department of Agriculture (USDA)	United States Forest Service	Eligible applicants include non-profit, educational institutions... 50% match required	\$1,000,000	\$200,000	5	\$200,000	April 8, 2022	Applicants should consider multi-year projects and other sources of funding... Each year grant categories vary... Energy	Resiliency & Recovery	Community Resiliency, Workforce Development, Resilient & Building Capacity, Nature-Based Solutions	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	Any or All, State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal	
Existing/Eligible	Existing - Continual	Energy	To support clean energy electric vehicle (EV) fleets... Energy	Environmental Protection Agency (EPA)	Office of Enforcement	Verifies by state	N/A	Verifies by state	N/A	N/A	Verifies by state	Verifies by state	Verifies by state	Transportation	Electric Vehicle/Charging Equipment, Public Transit, Clean Fuels	Implementation/Construction	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All
Not Eligible	New	Energy	To provide assistance to States, regional organizations, and private entities to facilitate the development of regional and local electric infrastructure... Energy	Department of Energy (DOE)	N/A	Eligible entities include states, regional organizations... Not required	\$75,000,000	N/A	N/A	N/A	New program, deadline unknown	N/A	N/A	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Disaster Recovery, Community Resiliency	Planning	Technical Assistance	State, Public Agency, Local Authority	
Not Eligible	New - USA	Energy	To assist in publicly owned treatment works (POTW) to create or improve water to energy systems... Energy	Environmental Protection Agency (EPA)	TSA	Eligible applicants include owners or operators of POTW... TBA	\$100,000,000	\$400,000,000	N/A	N/A	TBA	N/A	Electricity	Renewable Energy	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant	Competitive/Discretionary	Any or All, State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal	
Not Eligible	Existing - Increase	Energy	To support projects that conserve and use water more efficiently... Energy	Department of Interior (DOI)	Bureau of Reclamation	50% match required	\$42,000,000	\$50,000,000	35	\$1,300,000	July 28, 2022	Applicants proposing water conservation projects must also consider the... This program was formerly known as DOI's Challenge Grants program.	Electricity, Resiliency & Recovery	Renewable Energy, Energy Storage, Community Resiliency	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant	Competitive/Discretionary	State, Public Agency, Local Authority, Tribal	
Not Eligible	Existing - Increase	Energy	To reduce energy risks for low-income households by increasing the energy efficiency of the homes... Energy	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	N/A	\$50,000,000	N/A	N/A	N/A	July 1, 2022	N/A	Building, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits, Weatherization	Implementation/Construction	Grant	Formula/Block, Grant-Competitive/Discretionary	State, Tribal, Municipality, Non-Profit	
Not Eligible	New	Energy	To support "community scale" initiatives on weatherization... Energy	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include WAP partners... N/A	\$1,000,000	N/A	N/A	N/A	March 1, 2022	Demonstrate replicable project design that can be used by the larger WAP... N/A	Building, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits	Implementation/Construction	Grant	Competitive/Discretionary	State, Tribal, Municipality	
Not Eligible	Existing - Increase	Energy	To reduce residential weatherization effectiveness... Energy	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include WAP partners... N/A	\$8,000,000	\$3,000,000	16	\$1,100,000	February 3, 2022 (grant open)	March 28, 2022 (final application)	N/A	Building, Electricity	Building Weatherization, Renewable Energy, Building Efficiency Benefits, Building Efficiency Retains	Implementation/Construction	Grant	Competitive/Discretionary	State, Tribal, Municipality, Non-Profit
Not Eligible	Existing - Continual	Energy	To demonstrate the alignment of regional drivers... Energy	Department of Labor (DOL)	Regional Infrastructure Development	Eligible individuals submit under this grant... Not required	\$20,000,000	\$1,500,000	30	\$97,333	July 31, 2021	Partnerships that leverage existing educational programs or industry collaborations... ARC and DOL will provide technical assistance to prospective applicants... N/A	Electricity, Industry & Transportation	Workforce Development, Resilient & Building Capacity, Renewable Energy	Implementation/Construction	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Not Eligible	New	Energy	To meet innovative research, development and demonstration (R&D) projects... Energy	Department of Energy (DOE)	Office of Energy Efficiency & Renewable Energy (EERE)	Eligible applicants include (1) individuals... 20% match required	\$10,000,000	\$5,000,000	2-6	\$2,500,000	August 1, 2022	N/A	N/A	Electricity, Industry & Transportation	Renewable Energy, Energy Storage, Community Resiliency	Planning, Implementation/Construction, Design/Engineering, Any or All	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All
Not Eligible	Existing - Continual	Energy	To support public agencies and private owners and entities... Energy	Department of Transportation (DOT)	Federal Aviation Administration (FAA)	Eligible projects include planning... 50-20% match required	\$1,000,000,000	\$500,000,000	600	\$4,000,000	June 30, 2022 (Rolling)	This is a larger program, eligible projects must include more than \$250,000 in FAA funds... N/A	Transportation	Public Transit, Building Efficiency Retains, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	Public Agency, Local Authority, State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Not Eligible	New - USA	Energy	To support the addition and deployment of zero emission Class C or Class Three delivery vehicles... Energy	Environmental Protection Agency (EPA)	TSA	Grants and rebates are provided to cover costs... TBA	\$1,000,000,000	N/A	N/A	N/A	Not later than Spring 2023	N/A	Transportation	Electric Vehicle/Charging Equipment, Workforce Development, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	
Not Eligible	New - USA	Energy	To support the purchase and installation of zero emission equipment... Energy	Environmental Protection Agency (EPA)	TSA	Eligible activities include (purchase or... TBA	\$1,000,000,000	N/A	N/A	N/A	TBA	N/A	Transportation	Electric Vehicle/Charging Equipment, Community Resiliency, Resilient & Building Capacity, Clean Fuels	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal	
Eligible/Continuing	New - USA	Energy	To assist communities in accelerating the deployment of clean technologies... Energy	Environmental Protection Agency (EPA)	TSA	Funding is designed to provide financing... TBA	\$24,970,000	N/A	N/A	N/A	Not later than Spring 2023	This is largely considered to be funding source for weathering grant bank... N/A	Electricity, Industry & Transportation	Any or All, Renewable Energy, Energy Storage, Building Weatherization, Building Efficiency Benefits, Disaster Recovery, Community Resiliency	Planning, Design/Engineering, Implementation/Construction, Any or All	Grant	Competitive/Discretionary	State, Municipality, Non-Profit, Public Agency, Local Authority, Tribal, Any or All	

Federal Funding Opportunities

Table with columns: VWS Status, Eligibility Status, Program Name, Purpose, Agency, Funding Details (Award, Sub-Award, Applicant and/or Project Eligibility, Funding Available, Max Award, Expenses, Average Award, Announcement or Anticipated), Description, HHS/Tax, Other Notes, Sector, Type of Project, Phase Criteria, Resource Types, Applicant Types. Includes rows for programs like Climate Pollution Reduction, Environmental and Climate Justice, Neighborhood Access and Equity, Low Carbon Transportation, FEMA Building Materials Program, VWS Assistance for Rural Electric Cooperatives, State and Tribal Energy Efficiency, Improving Energy Efficiency, Alternative Fuel and Low Carbon Building Program, Home Energy Performance, Home Energy Efficiency, Home Energy Performance, Assistance for Land and Air Pollution, Advanced Technology Manufacturing, Energy Infrastructure, Transmission Facility Financing, Grants to Increase the Safety of Electric Transmission Lines, Energy Infrastructure, Wind and Solar Energy, and Fuel Cell.

Federal Funding Opportunities

VWS Status		Program Details		Agency		Eligibility			Funding			Deadline		Filter Criteria					
Eligibility Status	New or Existing	Program Name	Purpose	Federal Agency	State Agency	Applicant/End-User Eligibility	Matching Ratio	Funding Available	Max Award Amount	Expected Duration	Average Award Duration	Announced or Anticipated	Market Tag	Other Name	Sector	Type of Project	Phase of Project	Resource Type	Applicant Type
	Pending																		
	Evaluating Eligibility																		
	Not Eligible																		