

## AGENDA



Regular Council Meeting  
Wednesday, March 30, 2022  
5:00 p.m.

**TAB 1 - (A)**



## **INDIAN CREEK VILLAGE, FLORIDA**

### **OATH OF PUBLIC OFFICE**

INDIAN CREEK VILLAGE  
MIAMI-DADE COUNTY, FLORIDA

I, Irma Braman, do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States, the State of Florida, and the Charter of Indian Creek Village, Florida; that I am duly qualified to hold office under the Constitution of the State of Florida and the Charter of Indian Creek Village, Florida; and that I will well and faithfully perform the duties of Council Member of Indian Creek Village of which office I am now about to enter.

Signed: \_\_\_\_\_

Dated: March 30, 2022

STATE OF FLORIDA, COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March 2022, by Irma Braman, who is personally known to me.

\_\_\_\_\_  
Roseann Prado

Notary's signature

\_\_\_\_\_  
Seal

**TAB 1 - (B)**



## **INDIAN CREEK VILLAGE, FLORIDA**

### **OATH OF PUBLIC OFFICE**

INDIAN CREEK VILLAGE  
MIAMI-DADE COUNTY, FLORIDA

I, Bernard Klepach, do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States, the State of Florida, and the Charter of Indian Creek Village, Florida; that I am duly qualified to hold office under the Constitution of the State of Florida and the Charter of Indian Creek Village, Florida; and that I will well and faithfully perform the duties of Council Member of Indian Creek Village of which office I am now about to enter.

Signed: \_\_\_\_\_

Dated: March 30, 2022

STATE OF FLORIDA, COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2022 by Bernard Klepach, who is personally known to me.

\_\_\_\_\_  
Roseann Prado

Notary's signature

\_\_\_\_\_  
Seal

TAB 2



*Always Ready, Proud To Serve*

**Miami-Dade Fire Rescue Department**  
Office of the Fire Chief  
9300 NW 41st Street  
Doral, Florida 33178-2414  
T 786-331-5000 F 786-331-5101

[miamidade.gov](http://miamidade.gov)

February 7, 2022

Honorable Bernard Klepach, Mayor  
Indian Creek Village  
9080 Bay Drive  
Indian Creek, FL 33154

Honorable Mayor Klepach:

I am pleased to present the annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to Indian Creek Village in 2021. MDFR's overall complement of fire-rescue response vehicles and personnel provide a service level unrivaled in the Southeast United States for the benefit and protection of your community.

Indian Creek Village residents and visitors can rely on the fire-rescue services delivered by a Class 2/2X Public Protection Classification (PPC) Department as rated by the Insurance Services Office, Inc. (ISO) and Internationally Accredited by the Center for Public Safety Excellence Commission on Fire Accreditation International (CFAI). MDFR's 2/2X rating places us among an elite group of 2,200 fire departments of 39,200 nationally with a Class 1 or 2 rating. MDFR is one of only 288 agencies to be accredited by CFAI and remains the largest accredited fire-rescue department in the Southeast United States and second largest in the Nation.

I welcome the opportunity to present the Department's annual service delivery report to the Village. Please contact Maria L. Reyes, Division Manager, Business Planning and Financial Services, at 786-331-5253 to schedule the annual presentation with the Village Council, or if you require additional information. Enclosed is my contact information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

Alan R. Cominsky  
Fire Chief

Enclosures

c: Jennifer Medina, Village Manager  
J.D. Patterson, Chief Public Safety Officer, Miami-Dade County

MIAMI-DADE  
COUNTY



## Miami-Dade Fire Rescue Department

Services to  
Indian Creek Village

Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has since grown into the largest fire-rescue department in the Southeast United States and one of the top ten largest in the nation. Miami-Dade County spans 2,431 miles and is comprised of 34 municipalities, with an estimated population of 2.7 million residents. MDFR serves 29 of the 34 municipalities covering a response territory of 1,904 square miles and a residential population of nearly 1.9 million. MDFR responds to more than 270,000 calls for assistance annually, making it one of the busiest departments in the nation. More than 2,800 employees staff 155 units in service throughout 71 fire-rescue stations, and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year. In addition to providing transport services through 60 advanced life support (ALS) rescue units, MDFR provides emergency air transport service to appropriate specialized facilities via two full-time rescue helicopters.



Firefighters extinguishing a vehicle fire.

MDFR is accredited by the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence, Inc. The department is one of only 296 agencies in the world to achieve International Accreditation Agency status by CFAI and is the largest accredited fire-rescue department in the Southeast and the second largest in the nation. MDFR is considered one of the premier fire-rescue departments in the country and is recognized around the world for its exemplary service. Firefighters are cross-trained in fire suppression as well as emergency medical care, capable of providing pre-hospital care to trauma patients, heart-attack patients, and stroke victims.

MDFR is a full-service emergency response agency providing various specialized response capabilities including air rescue transport, maritime fire-rescue, aircraft rescue firefighting, ocean rescue, technical rescue, hazardous materials mitigation, urban search and rescue, and maintains the Florida Antivenin Bank. MDFR's Fire Life Safety Division provides new construction and annual building inspections as well as code enforcement services.

MDFR distinguishes itself from other fire-rescue departments in several areas, offering a high level of service, providing more ALS suppression units than most departments and a greater level and grade of response staff. Over 90% of MDFR's units are staffed and equipped to provide ALS services. MDFR staffs four firefighters on suppression units and three firefighter-paramedics on rescue units. MDFR also protects Haulover and Crandon Beaches, with a combination of full-time and part-time professional lifeguards.

Through the efforts of MDFR, Miami-Dade residents also have the highest survival rates in the nation after suffering a blocked coronary artery. Over 15 years ago, MDFR established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI typically refers to a blocked coronary artery and is the leading cause of death in the United States. Hospitals within the network are required to restore blood flow to a patient's blocked artery within 90 minutes from the initial patient contact. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases their likelihood for survival. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately two hours and 15 minutes to 60 minutes.



Firefighters battle a grass fire in Southwest Miami-Dade.

MDFR is also part of the Countywide Stroke Network, a coalition consisting of MDFR along with five municipal fire-rescue departments and area hospitals within Miami-Dade County. This network is one of the largest for the treatment and transport of stroke victims in the nation.

The Office of Emergency Management (OEM) is part of MDFR. OEM manages the County's Emergency Operations Center (EOC), which coordinates emergency response, and recovery plans and operation to maximize the use of resources within Miami-Dade County. The OEM coordinates its activities with the County's municipalities, non-profit social services, and medical care agencies. The OEM is accredited by the Emergency Management Accreditation Program (EMAP).





**Miami-Dade Fire Rescue Department**  
Services to  
**Indian Creek Village**

In calendar year 2021, MDR's 155 frontline rescue and fire suppression units were dispatched over 457,000 times to more than 270,000 emergencies. Of these, approximately 224,000 were medical emergencies. MDR transported more than 80,000 residents and visitors to South Florida hospitals and responded to more than 25,700 fire-related incidents. In addition, MDR personnel responded to 20,500 other emergencies.

Throughout 2021, MDR's OEM coordinated and monitored the response to the COVID-19 pandemic throughout Miami-Dade County. MDR worked collaboratively with State and local authorities, the United States Military, the Florida Department of Health, and the Office of the Mayor in establishing and supporting 18 public testing sites throughout Miami-Dade, eight mobile testing sites using Sprinter vans, and multiple pop-up sites established through the OEM in conjunction with public, private and faith-based partnerships (e.g. schools, churches, consulates, etc.).



MDR firefighter/paramedic administering COVID vaccine.

When the COVID-19 vaccine became available, MDR deployed two COVID-19 mobile teams to administer vaccines to homebound seniors. As vaccine availability increased, four mobile teams were deployed daily to vaccinate homebound residents. MDR led and worked collaboratively with strike teams from Miami Beach Fire Rescue, Coral Gables Fire Rescue, Miami Fire Rescue and Key Biscayne Fire Rescue to perform 700 homebound vaccination missions from the state throughout the County for Holocaust and Bay of Pigs Brigade Survivors. MDR Infection Control Nurses tested and monitored other departments within the County that provided essential services.

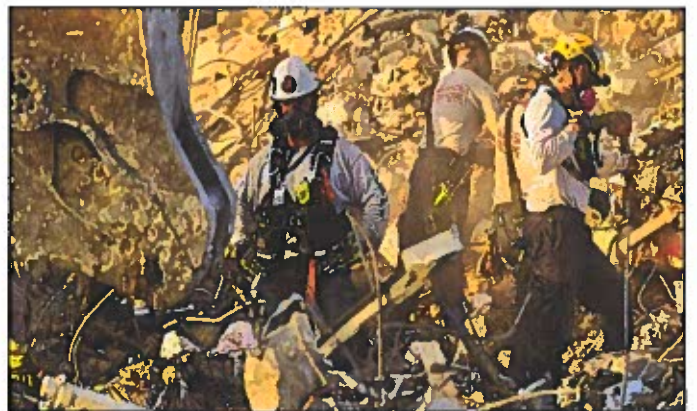
MDR also played a key role in the mass deployment and administration of the COVID-19 vaccines. MDR managed Miami-Dade County's three primary vaccination sites at Miami-Dade College North, Tropical Park, and South Dade Government Center, as well as worked with State and Federal officials in coordinating the deployment and management of additional vaccination sites throughout the County.

On April 7, 2021 MDR celebrated the grand opening of the new, 11,248 square-foot Sweetwater Fire-Rescue Station 29 located at 351 SW 107 Avenue. Station 29 houses one 75' ALS Ladder, one Rescue and one Battalion Chief and provides life-saving services to the residents of Sweetwater and surrounding areas.



MDR's Sweetwater Fire-Rescue Station 29

In the early morning hours of June 24, 2021, MDR responded to a building collapse at Champlain Towers, a 12-story, 136-unit apartment complex located at 8777 Collins Avenue in the Town of Surfside. First arriving crews discovered that the northeast corridor of the building had sustained a partial collapse. Approximately 81 apartment units were impacted by the collapse. MDR firefighters rescued 37 occupants from the structure and rubble while initiating a massive, around-the-clock search and rescue effort to locate residents who remained unaccounted for. MDR dispatched a total of 141 MDR units and 440 firefighters to the collapse incident. MDR's FEMA Urban Search and Rescue Team (US&R), Florida Task Force 1, along with seven other State US&R teams, five Federal US&R teams, the Israeli Defense Force Rescue and Mexican Cadena teams, and fire crews from neighboring Miami-Dade, Broward and Palm Beach County municipal fire-rescue departments, worked tirelessly for nearly a month to bring closure to all of the families affected by this tragedy.



MDR crews search through the rubble of the Champlain Towers.



**Miami-Dade Fire Rescue Department**  
Services to  
**Indian Creek Village**

During calendar year 2021, MDR placed one new unit in service, bringing the total number to 155 frontline units. Rescue 77 was placed in service at MDR's Village of Homestead Fire-Rescue Station 66 on October 18, 2021. Rescue 77, a new ALS transport unit, is staffed by three firefighter-paramedics, 24-hours a day, and will enhance MDR's ability to provide emergency medical services to the City of Homestead as well as, surrounding areas of unincorporated Miami-Dade County. Rescue 77 is temporarily housed at Station 66 until the new temporary station is completed in the area of SW 288 Street and SW 129 Avenue.



Rescue 77 temporarily housed at Village of Homestead Fire-Rescue Station 66.

On October 20, 2021, MDR broke ground at the future site of MDR Dolphin Fire-Rescue Station 68. The new Station 68, a one-story, 12,300-square-foot, three-bay fire-rescue facility, will be the first MDR station with solar panels to utilize net metering and substantially reduce energy consumption. Station 68 will be able to provide reduced response times and life-saving services to the residents of Doral, Sweetwater, and Unincorporated Miami-Dade County.



MDR Dolphin Fire-Rescue Station 68 groundbreaking ceremony.

Throughout calendar year 2021, MDR hired four recruit classes totaling 96 new firefighters. All four recruit classes graduated at ceremonies held at MDR's Training Facility in Doral, Florida.

Every day, MDR personnel have hundreds of opportunities to exceed customer expectations while fulfilling our service demands. MDR's commitment to providing the highest quality service to our community continuously fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our customers. We are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve.**

To this end, MDR has been measuring the quality and effectiveness of our EMS service for the past 12 years. The survey instrument (**Attachment I**) is sent to 20% of MDR EMS patients monthly, allowing respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied with the service. Unlike other survey instruments used by Miami-Dade County, MDR does not take a "snapshot" of service at any one particular time, but rather follows-up a month after service is provided, giving the department a continuous vision of the community's opinion of its services. The survey also provides the respondent a section for additional comments. During fiscal year 2021, 10 percent of patients (or 3,390 respondents) returned completed surveys yielding an overall score of **4.88**.

Respondents rated MDR's services as follows for each question during fiscal year 2021:

- 1) MDR responded to your needs in a timely manner: **4.90**
- 2) MDR explained your treatment options to you: **4.82**
- 3) MDR treated you in a professional manner: **4.92**
- 4) MDR met your expectations when you requested assistance: **4.89**



MDR Honor Guard at 9/11 Remembrance Ceremony





**Miami-Dade Fire Rescue Department**  
Services to  
**Indian Creek Village**

Indian Creek Village, an island community in the northeastern part of Miami-Dade County, spans an area of 0.40 square miles and is bordered by the Town of Surfside to the east, Biscayne Bay to the south and west, and the Town of Bay Harbor Islands to the north (**Attachment II**). The Village incorporated in 1939 and has been part of the Miami-Dade Fire Rescue Service District since its inception. Based on 2020 U.S. Census data, the Village has a residential population of 84, with 31 households.

During calendar year 2021, MDFR responded to 18 emergency calls received from Indian Creek Village. **Table I** depicts incident type and related response times for incidents MDFR responded to within the Village during this time period.

**Table I**  
**MDFR Responses to Indian Creek Village**  
**Calendar Year 2021**

Incident Type	2021	
	# of Incidents	MDFR Average Response Time*
Life Threatening	4	10:38
Non-Life Threatening	5	11:53
Structure and Other Fires	7	9:50
Other Emergency**	2	15:42
<b>Total</b>	<b>18</b>	

\*Incident and response time information was extracted from the Computer Aided Dispatch (CAD) system. Response times are represented in minutes and seconds.  
\*\*Other emergency incidents included public assistance call by MDFR's Fire Boat.

Note: In 2021, MDFR re-categorized various "Other Emergency" incidents to either "Life Threatening" or "Non-Life Threatening" incidents, which may have impacted response times for those categories. Additionally, MDFR excludes false alarms from response time calculations for "Structure and Other Fire" incidents.

Indian Creek Village is primarily served by MDFR's Bay Harbor Station 76 and Aventura Station 21, which responded to 84% of the incidents in the Village during 2021 as depicted in **Table II**.

**Table II**  
**MDFR Stations/Units responding into Indian Creek Village**  
**Calendar Year 2021**

Responses Provided by Station:	2021	
	# of Incidents	%
Station 76 - Bay Harbor	14	78%
Station 21 - Haulover	1	6%
Other Stations	3	16%
<b>Total</b>	<b>18</b>	<b>100%</b>

As depicted on **Attachment II**, there are eight (8) fire-rescue stations within six (6) miles of Indian Creek Village which house two (2) Battalion Chiefs; seven (7) Rescues; and eight (8) Suppression units, one (1) of which is a Basic Life Support (BLS) Engine, four (4) ALS

Engines, one (1) 70-foot BLS Platform, one (1) 50-foot ALS Fire Boat and one (1) 100-foot BLS Platform (**Table III**). This exceeds the National Fire Protection Association (NFPA) recommended guideline for responding to both high and medium occupancies.

**Table III**  
**MDFR Stations within Six Miles of Indian Creek Village**

Name	Miles to Village	Apparatus	Staffing
Station 76 - Bay Harbor 1165 95 Street	1.57	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Station 21 - Haulover 10500 Collins Avenue	1.90	100' BLS Platform - 1	4 FF/EMT
		50' Fire Boat	4 FF/PARA
		Battalion Chief - 1	1 FF/PARA
		Rescue - 1	3 FF/PARA
Station 20 - North Miami East 1300 NE 16 Avenue	3.88	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Battalion Chief - 1	1 FF/PARA
		Rescue - 1	3 FF/PARA
Station 10 - Sunny Isles 175-172 Street	4.21	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Station 27 - North Bay Village 7903 East Drive	4.48	BLS Engine - 1	4 FF/EMT
		Rescue - 1	3 FF/PARA
Station 22 - Interama 15655 Biscayne Boulevard	5.29	70' BLS Platform - 1	4 FF/EMT
Station 30 - Miami Shores/El Portal 9500 NE 2 Avenue	5.97	ALS Engine - 1	2 FF/PARA 2 FF/EMT
		Rescue - 1	3 FF/PARA
Temp. Station 18 - Biscayne Gardens 13810 NE 5 Avenue	5.98	Rescue - 1	3 FF/PARA
Planned Station 18 - Biscayne Gardens NE 13853 Memorial Hwy	6.00	Rescue - 1	3 FF/PARA

Notes: FF/PARA = Firefighter Paramedic, FF/EMT = Firefighter Emergency Medical Technician

MDFR Bay Harbor Station 76 is less than two miles north of Indian Creek Village. This two-bay, 7,500 square foot fire-rescue station is next to Bay Harbor's municipal government center located at 1165 95<sup>th</sup> Street.



Bay Harbor Fire-Rescue Station 76 serving Indian Creek Village



**Miami-Dade Fire Rescue Department**  
Services to  
**Indian Creek Village**



Haulover Fire-Rescue Station 21 serving Indian Creek Village

MDFR's next closest rescue units are housed 1.90 miles northeast of Indian Creek Village at MDFR Haulover Station 21.



North Miami East Fire-Rescue Station 20 serving Indian Creek Village

As a result, within six (6) miles of Indian Creek Village, MDFR has 17 front-line response units, 14 of which are ALS units including seven (7) Rescues, four (4) Suppression units, one (1) Fire Boat and two (2) Battalion Chiefs. Daily there are 55 firefighters on duty, 35 of which are certified paramedics assigned to these units.

### **Structure Fires**

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the Indian Creek Village has 32 single-family and duplex units, and 12 commercial, industrial, and other structures. The majority of the commercial, industrial, and other units would require a high-hazard response to a structure fire incident in the Village.

Based on MDFR's current dispatch protocol for high-hazard structure fires, the department would dispatch 46 firefighters, including five (5) suppression units, three (3) aerials (platform, ladder or aerial), three (3) rescues, three (3) Battalion Chiefs, and two (2) EMS Captains, surpassing NFPA's recommended response. If MDFR determines that it is a working fire, the department would dispatch an additional Battalion Chief, Safety Officer, Air Truck, Command Van and Fire Investigator. The department also exceeds NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy, to which MDFR would dispatch three (3) suppression units, two (2) aerials (platform, ladder or aerial), two (2) rescues, two (2) Battalion Chiefs, and an EMS Captain, totaling 29 firefighters. MDFR would dispatch additional support as noted to a working fire.

### **Medical Emergencies**

NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes from the time an EMS call is received.

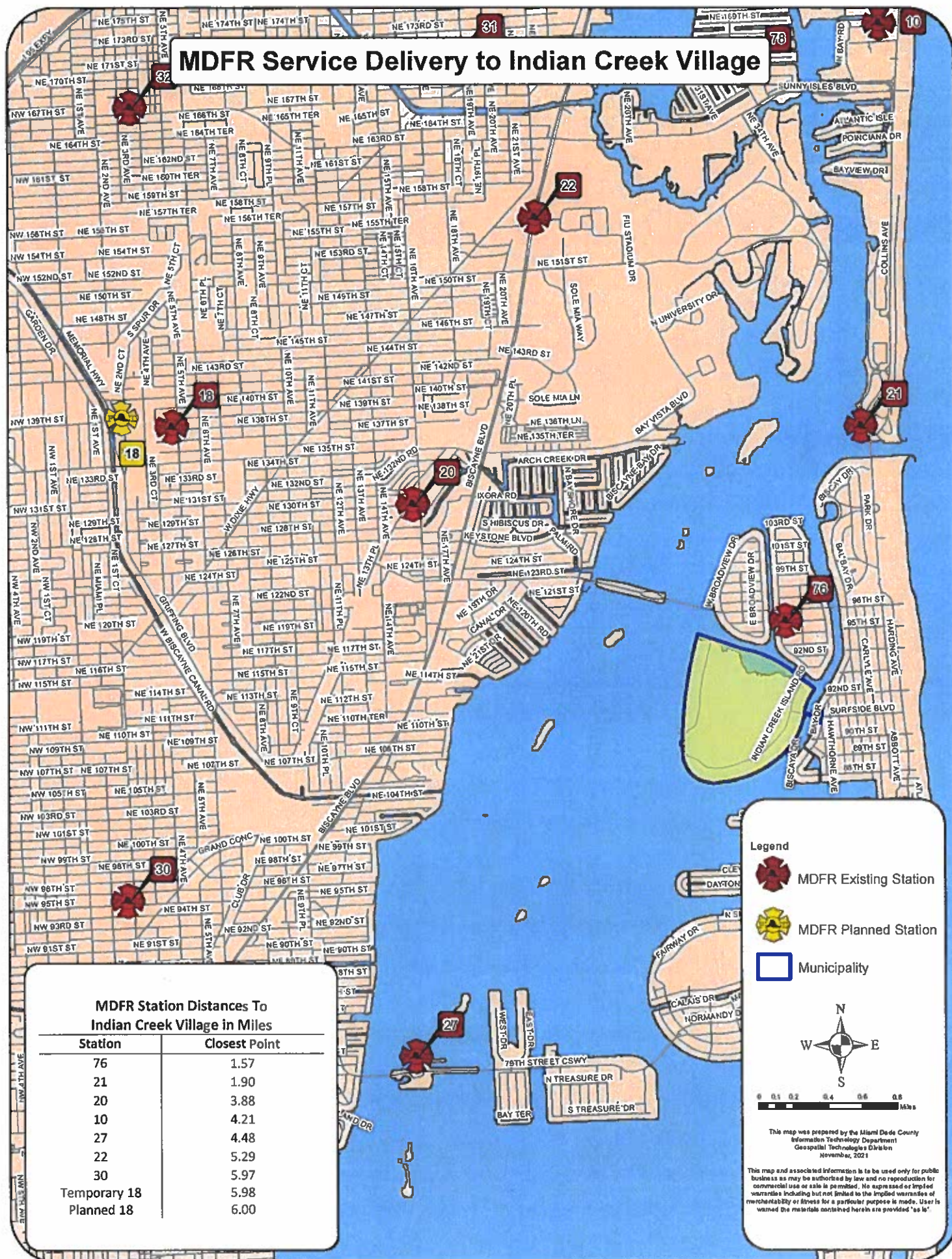
MDFR has 60 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has EMS Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



MDFR's new 50' Fireboat at Haulover Marina.



# MDFR Service Delivery to Indian Creek Village



TAB 3

**MINUTES OF  
SPECIAL COUNCIL MEETING  
Tuesday, February 08, 2022, at 4:30 p.m.**

**1. CALL TO ORDER/ROLL CALL OF MEMBERS 5:00 p.m.**

Mayor, Bernard Klepach	- Present
Vice Mayor, Javier Holtz	- Via telephone
Council Member, Irma Braman	- Present
Council Member, Robert Diener	- Present
Council Member, Irwin Tauber	- Absent

**VILLAGE STAFF**

Village Attorney, Stephen Helfman	- Present
Chief of Police, Clarke Maher	- Present
Village Clerk, Roseann Prado	- Present
Deputy Clerk, Lorelei Narmore	- Via zoom

**2. PLEDGE OF ALLEGIANCE**

**3. DISCUSSION AND ACTION ON THE HIRING OF AN INTERIM VILLAGE MANAGER:**

**TAB 1**

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING THE HIRING OF AN INTERIM VILLAGE MANAGER; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution 2022-836)

*Council Member Diener motioned to approve Resolution # 2022-836 appointing Guillermo Olmedillo as Interim Village Manager. Council Member Braman seconded.  
The motion carried unanimously 4 – 0.*

**APPROVED**

Roll Call:

Mayor Klepach	✓
Vice-Mayor Holtz	✓
Council Member Braman	✓
Council Member Diener	✓

Yea

Nay

**4. ADJOURNMENT**

**With no further business, Mayor Klepach motioned to adjourn and Council Member Diener seconded. The meeting adjourned at 5:03 p.m.**

**Submitted by:**

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**Roseann Prado, CMC  
Village Clerk**

**TAB 4**



**ORDINANCE NO. 2022-230**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, CREATING ARTICLE III, “SALTWATER FISHING,” OF CHAPTER 6, “ANIMALS,” TO PROHIBIT SALTWATER FISHING FROM VILLAGE-OWNED REAL PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the “Village”) is a coastal community located within Biscayne Bay; and

**WHEREAS**, Village Staff finds that when individuals engage in saltwater fishing from Village-owned real property the risk of injury to members of the public increases and the flow of vehicular traffic is disrupted; and

**WHEREAS**, under Section 379.2412, Florida Statutes, municipalities may prohibit individuals from engaging in saltwater fishing on real property owned by the municipality in order to protect the public health, safety, or welfare of the public; and

**WHEREAS**, in order to safeguard the health, safety, and welfare of citizens of the Village, the Village Council finds that it is in the public interest to prohibit saltwater fishing on Village-owned real property; and

**WHEREAS**, the Village Council finds that adoption of this Ordinance is necessary for the preservation of the public health, safety, and welfare of the Village and its residents.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AS FOLLOWS:**<sup>1</sup>

**Section 1.** **Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2.** **Creating Article III, “Saltwater Fishing,” of Chapter 6, “Animals,” of the Indian Creek Village Code.** That Chapter 6, “Animals,” Article III, “Saltwater Fishing,” of the Indian Creek Village Code of Ordinances is hereby amended as follows:

\* \* \*

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<sup>1</sup> 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.

## Chapter 6 – ANIMALS

\* \* \*

### ARTICLE III. – SALTWATER FISHING

Section 6-51. – Definitions. The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

Person shall mean any individual, partnership, firm, corporation, association, or other entity.

Saltwater Fish shall have the same meaning as used under Section 379.101, Florida Statutes.

Saltwater Fishing shall mean the taking, attempting to take, pursuing, hunting, molesting, capturing, or killing of saltwater fish, or their nests or eggs, by any means, whether or not such actions result in obtaining possession of saltwater fish or their nests or eggs.

Village-owned real property shall mean all real property which is owned by the village, including village hall and the village-owned Surfside Bridge.

Section 6-52. – Saltwater fishing prohibited on village-owned real property.

- i. Saltwater fishing prohibitions. No person shall engage in or participate in saltwater fishing on village-owned real property.
- ii. Signage required. The village manager may provide for the installation of signage warning of the prohibition on saltwater fishing on village-owned real property.

Section 6-53. – Enforcement; penalties. Any person, firm, or corporation who violates any provision of this article or orders issued hereunder shall be subject to such fine, imprisonment, or both as provided under section 1-14 of this Code.

\* \* \*

**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 adoption on second reading.

**PASSED** on first reading this 30<sup>th</sup> day of March, 2022.

**PASSED AND ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2022.

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BERNARD KLEPACH  
MAYOR

ATTEST:

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ROSEANN PRADO, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**TAB 5-(A)**

**RESOLUTION NO. 2022-837**

**A RESOLUTION OF THE VILLAGE COUNCIL OF  
INDIAN CREEK VILLAGE, FLORIDA, APPROVING THE  
APPOINTMENT OF A NEW CHIEF OF POLICE;  
PROVIDING FOR IMPLEMENTATION AND PROVIDING  
FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Indian Creek Village Chief of Police has informed the Village Council of his retirement effective April 1, 2022; and

**WHEREAS**, subject to Village Council consent, the Village Manager has the obligation, under the Village Charter, to appoint a new Chief of Police; and

**WHEREAS**, the Village Manager has evaluated and interviewed multiple candidates for the position and has determined that the best candidate for the position is Mr. James Eisenhut; and

**WHEREAS**, the Village Manager has negotiated the terms of employment with Mr. James Eisenhut, which terms are attached hereto as Exhibit “A” (the “Employment Terms”); and

**WHEREAS**, the Village Council wishes to confirm the appointment of Mr. James Eisenhut as the Village’s Chief of Police.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AS FOLLOWS:**

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

**Section 2. Interim Manager.** The Village Council hereby consents, ratifies, and approves the appointment of Mr. James Eisenhut to serve as the Village’s Chief of Police.

**Section 3. Terms of Employment.** The terms of employment are contained within the attached Exhibit “A”.

**Section 4. Implementation.** The Village Mayor and Village Attorney are hereby directed to take all action necessary and appropriate to implement this Resolution and the hiring of the Chief of Police.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 30<sup>th</sup> day of March 2022.

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BERNARD KLEPACH, MAYOR

ATTEST:

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ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

## **“EXHIBIT A”**

### **TERMS OF EMPLOYMENT**

1. **Job Description.** The Chief of Police is responsible for all law enforcement duties and responsibilities of the Village Government as provided for in the Village Charter and as directed by the Village Manager.
2. **Full-Time.** The position requires full-time service with the exception of necessary personal leave, vacation, illness or other customary leave. Attendance is expected at the Village on all business days and during regular business hours, and at all Village Council meetings. Additionally, the Chief shall be available/on-call for all extraordinary incidents and during a hurricane event.
3. **Term.** The term of employment shall be at will. Employment may be terminated with or without cause at any time by the Village.
4. **Compensation.** The Chief shall be paid an annual salary of \$200,000 payable on a bi-weekly basis as all employees at the gross rate of \$16,666.00 per month.
5. **Benefits.** The Chief shall be provided with the following: i) the equipment/devices/technology necessary to perform his job, including a cellular telephone, laptop computer and any other items commonly used in performing the job duties; ii) a private office and a late model vehicle equipped for law enforcement activity, which vehicle he may use for take-home purposes; and iii) the Chief may participate in the Village’s 401(k) retirement program with a Village contribution of 12% and enroll in the Village’s health, vision and dental insurance programs as are available to all employees.
6. **Leave/Vacation.** The Chief shall accrue annual vacation time at a rate of 13.3 hours per month, and receive four (4) personal days off per year. Sick time shall accrue annually at a rate of 10 hours per month.
7. **Commencement of Employment.** The Chief shall commence employment with the Village no later than April 15, 2022.
8. **Arbitration.** In the event of any dispute between the Village and the Chief arising out of his employment, such dispute shall be subject to binding arbitration.
9. **Certification.** A condition to employment is the requirement that on or before June 1, 2022, the Chief shall obtain all State of Florida certifications (or recertifications) to perform the services required above.

# TAB 5-(B)

Resolution 2022-838



**RESOLUTION NO. 2022-838**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE, ON BEHALF OF THE VILLAGE, AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Indian Creek (the “Village”) is presently a party to a Professional Services Agreement (the “Agreement”) with CDM Smith dated June 12, 1998, pursuant to which CDM agreed to provide certain engineering and other professional services; and

**WHEREAS**, the Village and CDM Smith desire to amend that Agreement as more particularly described in the letter agreement dated July 22, 2021 and attached hereto as Exhibit “A” (the “Amendment”); and Exhibit “B” (Schedule of Hourly Billing Cost); and

**WHEREAS**, the Village Council finds that the Amendment is in the best interest of the Village.

**NOW THEREFORE BE IT RESOLVED, BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE AS FOLLOWS:**

**Section 1.**     **Recitals Adopted.** That the recitals as set forth above are hereby adopted and confirmed.

**Section 2.**     **Amendment Approved.** That the attached Amendment is hereby authorized and approved and the Village Manager is authorized to execute the Amendment on behalf of the Village once approved as to form and legal sufficiency by the Village Attorney.

**Section 3.**     **Implementation.** That the Village Manager is authorized to take any and all action which is necessary to implement this Resolution and the Amendment.

**Section 4.**     **Effective Date.** That this Resolution shall become effective immediately upon approval of the Village Council.

PASSED AND ADOPTED this 30th day of March, 2022.

APPROVED:

\_\_\_\_\_  
BERNARD KLEPACH, MAYOR

ATTEST:

\_\_\_\_\_  
ROSEANN PRADO, VILLAGE CLERK

Approved as to form and legal sufficiency:

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



4000 Ponce de Leon Blvd, Suite 720  
Coral Gables, FL 33145  
tel: 305 372-7171

July 22, 2021

Jennifer Medina  
Village Manager  
Indian Creek Village  
9080 Bay Drive  
Indian Creek Village, Florida 33154

Subject: Indian Creek Village  
Amendment No. 17 to Professional Services Agreement

Dear Ms. Medina:

CDM Smith is approaching the upper limit of its contract capacity. This letter is to request an amendment (Amendment No. 17) to the agreement between Indian Creek Village (Village) and CDM Smith Inc. (f/k/a Camp Dresser & McKee Inc.) dated November 13, 1998 ("the Agreement") and the Village's last authorization dated November 19, 2019.

Total compensation of Amendment No. 17 to Exhibit A shall not exceed an upper limit of \$125,000 (One Hundred Twenty-Five Thousand Dollars). In consideration that CDM Smith has not adjusted the rates under the Agreement in well over ten years, CDM Smith has proposed adjusted rates under the Amendment 17 for Fiscal Year 2021/2022. All terms and conditions of the Agreement shall remain the same, except as otherwise indicated in Amendment 17 to Exhibit B.

Amendment No. 17 to Exhibit A is enclosed with applicable rates (Exhibit B). Please indicate your acceptance of this amendment by affixing your signature in the space provided below.

CDM Smith appreciates the opportunity to be of service to the Village and we look forward to continuing to work together.

Sincerely,

Victor J. Pujals, P.E.  
Senior Vice President  
CDM Smith Inc.

VJP/DRM/la

Enclosures

ACCEPTED

Guillermo Olmedillo  
Interim Village Manager  
Indian Creek Village

Date

EXHIBIT A

AMENDMENT 17

**Agreement Between  
Owner and Engineer for  
Study and Report Professional Services  
Further Description of Engineering Services and  
Related Matters**

July 22, 2021

This is an exhibit to and made a part of and incorporated by reference into the Agreement dated November 13, 1998 between Indian Creek Village (OWNER) and CDM Smith Inc. (ENGINEER) for study and report professional services.

The OWNER and ENGINEER hereby agree to the following changes:

**Standard Form of Agreement, Pages 1 through 9**

Section 1	General	No Changes
Section 2	Basic Services of Engineer	See Below
Section 3	Additional Services of Engineer	No Changes
Section 4	Owner's Responsibilities	See Below
Section 5	Times for Rendering Services	See Below
Section 6	Payments to Engineer for Services and Reimbursable Expenses	No Changes
Section 7	Opinions of Cost	No Changes
Section 8	General Considerations	No Changes
Section 9	Exhibits and Special Provisions	No Changes
Exhibit A	Further Description of Engineering Services and Related Matters	No Changes
Exhibit B	Billing Rates	See Below

**Agreement Between Owner and Engineer for Professional Services is Amended as Follows:**

1. The Basic Services of ENGINEER as described in Section 2 of said Agreement are amended and supplemented as follows:

2.1.9. Study and Report Phase Professional Services, as follows:

- A. Drinking Water: Collect or coordinate with a qualified laboratory, collections of samples of the drinking water for Safe Drinking Water Act (SDWA) permit compliance, including but

not limited to Lead and Copper, Calcium Carbonate Precipitate Potential, Marble Testing, Water Quality Parameters and Stage 2 Disinfectants and Disinfection Byproducts Rule, at points within the OWNER's Distribution System and point of connection, send samples to a testing laboratory designated by OWNER, submit results to regulatory agencies as needed, prepare and implement water system public education programs and evaluate the results and recommend corrective actions to occur within the Village as needed; review and update the Village Water Atlas as needed and prepare annual report to Miami-Dade County; review water consumption records for the Village; and review Miami-Dade County wholesale water rates, True-up credit and consumer confidence report annually on behalf of the Village. This scope expressly excludes any litigation support for any eventual actions against Miami-Dade County (an existing client of ENGINEER) or against any other municipalities within the County. Provide assistance from time to time as requested by the OWNER regarding the retail water system in the Village.

- B. Stormwater Infrastructure and NPDES Permitting: Review periodic reporting requirements and assist OWNER on compliance; prepare and update as needed the Standard Operating Procedures (SOPs), prepare annual reporting requirements, and coordinate with regulatory agencies on behalf of the Village as requested by OWNER. This scope excludes any litigation support. Provide limited evaluations as needed on the condition of the stormwater system and provide design services for rehabilitation or improvements. Provide assistance from time to time as requested by the OWNER regarding the stormwater utility system in the Village.
- C. Miscellaneous Civil Infrastructure: Provide limited evaluations as needed on the condition of civil infrastructure, such as the existing Surfside Boulevard Bridge, buildings, drainage, roads, water/wastewater, landscaping and streetscape, and other structures, and ways to maintain the infrastructure. Provide design services for rehabilitation or improvements to existing civil infrastructure, including but not limited to the Surfside Boulevard Bridge, Government Center and Bulkhead, roads, traffic operations, water/wastewater and other utilities. Also included are review and evaluations, studies, permit review, Geographic Information Systems (GIS) and other related engineering professional services as requested by the OWNER.
- D. Resident Site Representative: ENGINEER will provide a Resident Site Representative at the request of the OWNER to serve as the OWNER's representative. The Resident Site Representative shall provide labor and services necessary to complete the OWNER's assigned tasks. The Resident Site Representative could conduct field observations of, but not limited to:
- Government Center Structure and property
  - Seawalls and Bulkheads
  - Surfside Boulevard Bridge
  - Exterior Lighting systems

- Storm sewer system and surface drainage features
- Water System
- Cameras and sensors
- Others as assigned by OWNER

The Resident Site Representative shall commence mobilization immediately after receiving a Mobilization Notice from the OWNER and can be fully operational within twenty-four (24) hours providing access to the OWNER's site is not obstructed. The OWNER may provide ENGINEER with a Mobilization Notice by fax, telephone, or any other method available under practical circumstances.

The Resident Site Representative Services assumes that the OWNER will provide all the equipment, materials, and supplies necessary to perform the work, including transportation throughout the Village to conduct the field observations.

2. The responsibilities of OWNER as described in Section 4 of said Agreement are amended and supplemented as follows:

4.3.4. OWNER shall make available all information and previous reports that are available and known to OWNER in a timely manner as specified in writing by ENGINEER.

4.3.5. Provide labor and safety equipment as specified by ENGINEER in connection with field visits or sampling (such as, operating valves or hydrants).

3. The time periods for the performance of ENGINEER's services as set forth in Section 5 of said Agreement are amended and supplemented as follows:

5.2. Time periods shall be mutually determined on a case by case basis except for the services described in paragraph 1 of this Exhibit A.

4. Compensation for Basic Services of principals and employees of ENGINEER rendered pursuant to Section 2 shall be as set forth below:

Compensation shall be based on number of labor hours times billing rates (per Exhibit B) plus reimbursable expenses at cost. Total compensation of Amendment No. 17, exclusive of prior Amendments, shall not exceed an upper limit of \$125,000 (One Hundred Twenty-Five Thousand Dollars).

Monthly written status report of the work performed shall be provided along with monthly invoice.

5. Compensation for Additional Services of principals and employees of ENGINEER rendered pursuant to Section 3 shall be as set forth below:

Additional Services pursuant to Section 3 are excluded from the upper limit established by this Amendment 17 and compensation shall each be based on number of labor hours times billing

rates (per Exhibit B) plus reimbursable expenses at cost, as supported by monthly written reports; or completed on a percent complete basis by task.

Monthly written status report of the work performed shall be provided along with monthly invoice.

6. OWNER has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

None.

Enclosures:    Exhibit B

**EXHIBIT B**  
**CDM SMITH INC.**  
**SCHEDULE OF HOURLY BILLING RATES COST (FY 2021/2022)**

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<b>PROFESSIONAL SERVICES</b>	
Officer	\$225.00
Principal /Associate	\$210.00
Senior Professional	\$180.00
Professional IV	\$160.00
Professional III	\$140.00
Professional II	\$120.00
Professional I	\$110.00
<b>PROFESSIONAL SUPPORT SERVICES</b>	
Senior Support Services	\$110.00
Staff Support Services	\$75.00
<b>FIELD SERVICES</b>	
Services Professional	\$130.00
Professional	\$85.00
<b>PROJECT SUPPORT SERVICES</b>	
Project Administrative	\$80.00

All subconsultant and other project related expenses are subject to a minimum handling/administrative charge of 10%.

The ENGINEER's Hourly Rates are effective on 09/01/2021. The rates shall be adjusted annually for the next fiscal year (beginning FY22/23), based on annual changes to the Consumer Price Index (CPI) for Miami-Dade as of the preceding August of that year, not to exceed 3%.



**TAB 5-(C)**

**RESOLUTION NO. 2022-839**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH CALVIN GIORDANO & ASSOCIATES FOR OWNERS' REPRESENTATIVE SERVICES FOR THE VILLAGE ROADWAY PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the "Village") has commenced and is continuing with the reconstruction of the 1.6-mile roadway serving the Island (the "Project"); and

**WHEREAS**, the work involves multiple disciplines and extra ordinary day-to-day activities; and

**WHEREAS**, the Council, upon the recommendation of the Village Manager has determined that the Village is in need of an owners' representative in order to best manage the Project; and

**WHEREAS**, the Village Council has solicited multiple proposals for said services and has found that Calvin Giordano & Associates is the most qualified as the owners' representative.

**WHEREAS**, the Village Council wishes to approve the agreement (attached hereto as Exhibit "A") with Calvin Giordano & Associates as the owners' representative for the Project (the "Agreement").

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AS FOLLOWS:**

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

**Section 2. Approval.** The Village Council hereby approves the Agreement.

**Section 3. Implementation.** The Village Manager and Village Attorney are hereby directed to take all action necessary and appropriate to implement this Resolution and the approval of the Agreement.

**Section 5. Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 30<sup>th</sup> day of March 2022.

---

BERNARD KLEPACH, MAYOR

ATTEST:

---

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

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



Calvin, Giordano & Associates, Inc.  
A SAFEbuilt® COMPANY

Building Code Services  
Civil Engineering / Roadway  
& Highway Design  
Coastal Engineering  
Code Enforcement  
Construction Engineering &  
Inspection (CEI)  
Construction Services  
Data Technologies &  
Development  
Electrical Engineering  
Engineering  
Environmental Services  
Facilities Management  
Grant Management &  
Writing  
Geographic Information  
Systems (GIS)  
Governmental Services  
Indoor Air Quality (IAQ)  
Landscape Architecture  
Planning  
Project Management  
Redevelopment &  
Urban Design  
Surveying & Mapping  
Transportation & Mobility  
Transportation Planning  
Water / Utilities Engineering  
Website Development

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL 33316  
Tel: 954.921.7781  
Fax: 954.921.8807

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

March 21, 2022

Mr. Guillermo Olmedillo

Village Manager

Indian Creek Village

9080 Bay Drive

Indian Creek Village, FL 33154

**RE: Indian Creek Village- Construction Inspection Services**

CGA Proposal No. 22-5992

Dear Mr. Olmedillo,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal to Indian Creek Village for services as the owner's representative during the development of the Roadway Redevelopment Plan project.

The scope of Construction Inspection services is detailed below.

**I. Professional Construction Services**

The following scope is based on the services to be provided during the six (6) month (180 calendar day) construction period.

- A.** Provide project coordination on behalf of the Village between all parties, including contractor(s), Country Club, and homeowners/homeowner's contractors. Act as Owners Representative throughout the completion of the Roadway Redevelopment Plan.
- B.** Review the construction program and advise the Village of requirements to ensure its timeliness.
- C.** Review each item to ensure its compliance with the project documents.
- D.** Provide daily observations (estimated at 4 hours per day / 20 hours per week) for the Village of Indian Creek's Roadway Redevelopment Project.

- E. Prepare and report observed or identified deficiencies, unsatisfactory work, or work that does not conform with the Contract Documents.
- F. Consultant Resident Project Representative shall present daily observation reports, identifying any concerns, in a digital format with pictures to the Village Manager.

## **II. BASIS OF PROPOSAL**

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or the actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

## **ADDITIONAL FEES**

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

## **REIMBURSABLE EXPENSES**

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

## **MEETING ATTENDANCE**

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below.

Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

## **SCHEDULE OF FEES**

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

<b>PROPOSED SCHEDULE OF FEES</b>	
<b>I Professional Construction Services</b>	<b>\$58,200.00</b>
Management During Construction	
Project Management/General Tasks	\$58,200.00
<b>TOTAL Lump Sum</b>	<b>\$58,200.00</b>

## **TERMS OF THE AGREEMENT**

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by

Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.

- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

#### **MISCELLANEOUS PROVISIONS**

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement



without written consent of the other.

- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

#### **TERMINATION OF THE AGREEMENT**

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**



Chris Giordano  
President

Cost of these services are \$58,200.00 plus hourly as noted in fee breakdown.

**ACCEPTANCE OF CONTRACT**

---

**CALVIN, GIORDANO & ASSOCIATES, INC.**

By: Chris Giordano Date: 3/21/22  
Name: Chris Giordano  
Title: President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mr. Guillermo Olmedillo  
Village Manager

**TAB 6 - (A)**

**Indian Creek Village****Balance Sheet**For **GENERAL FUND (001)**

February 28, 2022

**Assets**

001.00.101.00101	CITY NATIONAL BANK	392,510.55
001.00.131.00101	DUE FROM FORFEITURE	10,311.03
001.00.101.00102	CITY NATL - INSURANCE RESERVE	126,399.33
001.00.102.00102	PETTY CASH	6,724.86
001.00.131.00102	DUE FROM BUILDING	73,526.96
001.00.101.00105	CITY NATL - LAW ENFORCEMENT TRAINING	171,485.71
001.00.101.00106	CITY NATL - POLICE TRAINING & EDUCATION	1,831.98
001.00.101.00111	CASH - DEBT SERVICE RESERVE (TD Bank)	1,003,604.93
001.00.101.00112	CASH - INT & PRINCIPAL (TD Bank)	151,878.43
001.00.101.00113	CASH - PROJECT FUND (TD Bank)	17,713,273.50
001.00.131.00125	DUE FROM STORMWATER	260,195.25
001.00.131.00131	DUE FROM WATER UTILITY FUND	106,428.91
<b>Total</b>		<u>20,018,171.44</u>
<b>Total Assets</b>		<u>\$ 20,018,171.44</u>

**Liabilities and Fund Balance**

001.00.202.00202	ACCOUNTS PAYABLE	162.63
001.00.205.00205	RETAINAGE PAYABLE	157,618.48
001.00.207.00208	DUE TO STORMWATER	300,000.00
001.00.207.00209	DUE TO WATER UTILITY	500,000.00
001.00.216.00216	ACCRUED PAYROLL LIABILITY	(227.74)
<b>Total</b>		<u>957,553.37</u>
<b>Total Liabilities</b>		<u>957,553.37</u>
001.00.271.00270	FUND BALANCE - ASSIGNED INS RESERVE	250,000.00
001.00.271.00271	FUND BALANCE - UNASSIGNED	385,098.62
001.00.281.00281	FUND BALANCE - RESTRICTED PUBLIC SAFETY	173,138.25
<b>Total</b>		<u>808,236.87</u>
Excess of Revenue Over Expenditures		<u>18,252,381.20</u>
<b>Total Fund Balances</b>		<u>19,060,618.07</u>
<b>Total Liabilities and Fund Balances</b>		<u>\$ 20,018,171.44</u>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**

Revised Budget  
For (00)  
For the Fiscal Period 2022-5 Ending February 28, 2022

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>						
001.00.311.00100	AD VALOREM TAXES	\$ 865,624.00	\$ 345,385.36	\$ 4,328,120.00	\$ 2,965,804.86	\$ 1,362,315.14
001.00.312.00100	LOCAL OPTION GAS TAXES	367.67	465.24	4,412.00	1,886.99	\$ 2,525.01
001.00.312.00200	MOTOR FUEL REBATE	136.83	215.82	1,642.00	384.10	\$ 1,257.90
001.00.315.00100	COMMUNICATIONS SERVICES	301.67	243.85	3,620.00	873.10	\$ 2,746.90
001.00.316.00300	LOCAL BUSINESS TAX RECEIP	0.00	8.42	0.00	28.01	\$ 0.00
001.00.323.00100	FRANCHISE FEES - ELECTRIC	4,166.67	3,589.81	50,000.00	19,932.15	\$ 30,067.85
001.00.332.00300	FEDERAL ASSISTANCE	0.00	0.00	44,576.00	22,288.00	\$ 22,288.00
001.00.335.00100	ALCOHOLIC BEVERAGE LICEN	41.67	0.00	500.00	0.00	\$ 500.00
001.00.335.00200	STATE REVENUE SHARING	176.33	172.33	2,116.00	861.61	\$ 1,254.39
001.00.335.00300	HALF CENT SALES TAX	549.08	845.62	6,589.00	2,817.02	\$ 3,771.98
001.00.335.00400	MOBILE HOME LICENSE TAX	16.67	0.00	200.00	9.25	\$ 190.75
001.00.342.00100	SERVICE CHARGE - LAW ENF	1,404.17	0.00	16,850.00	1,050.00	\$ 15,800.00
001.00.351.00100	COURT FINES	45.83	0.00	550.00	121.15	\$ 428.85
001.00.361.00100	INTEREST INCOME	666.67	180.46	8,000.00	1,251.55	\$ 6,748.45
001.00.369.00300	MISCELLANEOUS INCOME	208.33	0.00	2,500.00	7,732.80	\$ (5,232.80)
001.00.381.00300	OPERATING TRANSFERS IN	0.00	0.00	85,000.00	0.00	\$ 85,000.00
001.00.384.00100	LOAN PROCEEDS	0.00	0.00	0.00	18,710,000.00	\$ 0.00
<b>Total Revenues</b>		<b>\$ 873,705.59</b>	<b>\$ 351,106.91</b>	<b>\$ 4,554,675.00</b>	<b>\$ 21,735,040.59</b>	<b>\$ (17,180,365.59)</b>
<b>Excess of Revenues Over Expenditures</b>		<b>\$ 873,705.59</b>	<b>\$ 351,106.91</b>	<b>\$ 4,554,675.00</b>	<b>\$ 21,735,040.59</b>	<b>\$ (17,180,365.59)</b>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**

*Revised Budget*  
**For GENERAL GOVERNMENT (01)**  
**For the Fiscal Period 2022-5 Ending February 28, 2022**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Expenditures</b>						
001.01.513.11000	VILLAGE COUNCIL	\$ 666.67	\$ 75.81	\$ 8,000.00	\$ 5,595.61	\$ 2,404.39
001.01.513.12000	ADMINISTRATIVE STAFF	19,127.92	24,769.89	229,535.00	96,233.74	\$ 133,301.26
001.01.513.16000	OTHER PAYS	1,010.83	61,105.21	12,130.00	61,493.67	\$ (49,363.67)
001.01.513.21000	PAYROLL TAXES	1,709.83	6,850.48	20,518.00	12,328.72	\$ 8,189.28
001.01.513.22000	RETIREMENT CONTRIBUTION	2,482.83	2,798.48	29,794.00	12,998.19	\$ 16,795.81
001.01.513.23000	LIFE HEALTH/DISABILITY INSU	2,338.33	3,863.11	28,060.00	16,704.98	\$ 11,355.02
001.01.513.24000	WORKERS COMPENSATION	128.67	0.00	1,544.00	567.54	\$ 976.46
001.01.513.31000	PROFESSIONAL SERVICES	9,845.25	24,572.85	118,143.00	68,802.53	\$ 49,340.47
001.01.513.32000	ACCOUNTING & AUDITING	2,062.50	922.72	24,750.00	13,536.32	\$ 11,213.68
001.01.513.34000	CONTRACTUAL SERVICE	3,282.67	2,427.00	39,392.00	15,436.11	\$ 23,955.89
001.01.513.40000	AUTO	500.00	1,000.00	6,000.00	2,500.00	\$ 3,500.00
001.01.513.41000	COMMUNICATIONS & POSTAG	1,070.42	1,474.32	12,845.00	3,285.42	\$ 9,559.58
001.01.513.43000	UTILITIES	239.17	323.76	2,870.00	1,239.41	\$ 1,630.59
001.01.513.44000	RENTALS & LEASES	207.42	199.78	2,489.00	918.53	\$ 1,570.47
001.01.513.45000	PROPERTY & LIABILITY INSUR	1,833.33	0.00	22,000.00	11,904.76	\$ 10,095.24
001.01.513.46000	REPAIRS & MAINTENANCE	1,345.00	(1,813.44)	16,140.00	(96.72)	\$ 16,236.72
001.01.513.47000	PRINTING & ADVERTISING	291.67	0.00	3,500.00	484.89	\$ 3,015.11
001.01.513.49000	OTHER CURRENT CHARGES	912.50	966.00	10,950.00	5,343.42	\$ 5,606.58
001.01.513.51000	OFFICE SUPPLIES	375.00	263.65	4,500.00	1,586.65	\$ 2,913.35
001.01.513.52000	OPERATING SUPPLIES	954.17	579.19	11,450.00	8,507.66	\$ 2,942.34
001.01.513.54000	MEMBERSHIPS & TRAINING	1,610.42	1,170.44	19,325.00	6,325.59	\$ 12,999.41
001.01.513.64000	CAPITAL OUTLAY	416.67	0.00	5,000.00	1,138.80	\$ 3,861.20
001.01.513.71000	DEBT SERVICE	36,694.25	1,409.05	440,331.00	6,301.80	\$ 434,029.20
001.01.513.91000	CONTINGENCIES	0.00	4,000.00	0.00	41,941.00	\$ 0.00
<b>Total GENERAL GOVERNMENT Expenditures</b>		<b>\$ 89,105.52</b>	<b>\$ 136,958.30</b>	<b>\$ 1,069,266.00</b>	<b>\$ 395,078.62</b>	<b>\$ 674,187.38</b>
<b>GENERAL GOVERNMENT Excess of Revenues Over Ex</b>		<b>\$ (89,105.52)</b>	<b>\$ (136,958.30)</b>	<b>\$ (1,069,266.00)</b>	<b>\$ (395,078.62)</b>	<b>\$ (674,187.38)</b>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For PUBLIC SAFETY (02)**  
**For the Fiscal Period 2022-5 Ending February 28, 2022**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Expenditures</b>						
001.02.521.12000	PUBLIC SAFETY STAFF	\$ 109,481.75	\$ 100,847.74	\$ 1,313,781.00	\$ 476,103.40	\$ 837,677.60
001.02.521.14000	OVERTIME	19,228.33	20,030.17	230,740.00	90,037.53	\$ 140,702.47
001.02.521.16000	OTHER PAYS	30,549.08	27,945.12	366,589.00	161,235.96	\$ 205,353.04
001.02.521.21000	PAYROLL TAXES	12,183.33	11,258.61	146,200.00	50,469.70	\$ 95,730.30
001.02.521.22000	RETIREMENT CONTRIBUTION	13,341.83	12,158.26	160,102.00	58,134.96	\$ 101,967.04
001.02.521.23000	LIFE HEALTH/DISABILITY INSU	23,367.67	24,426.16	280,412.00	144,900.82	\$ 135,511.18
001.02.521.24000	WORKERS COMPENSATION	2,083.33	3,585.00	25,000.00	71,438.14	\$ (46,438.14)
001.02.521.31000	PROFESSIONAL SERVICES	28,196.50	24,099.87	338,358.00	110,312.26	\$ 228,045.74
001.02.521.32000	ACCOUNTING & AUDITING	2,062.50	922.72	24,750.00	13,536.32	\$ 11,213.68
001.02.521.34000	CONTRACTUAL SERVICES	3,409.50	1,463.00	40,914.00	18,292.29	\$ 22,621.71
001.02.521.41000	COMMUNICATIONS & POSTAG	1,716.67	857.28	20,600.00	5,322.43	\$ 15,277.57
001.02.521.43000	UTILITIES	695.83	755.41	8,350.00	3,039.32	\$ 5,310.68
001.02.521.45000	PROPERTY & LIABILITY INSUR	4,300.00	0.00	51,600.00	30,335.64	\$ 21,264.36
001.02.521.46000	REPAIRS & MAINTENANCE	5,721.67	1,212.23	68,660.00	23,090.22	\$ 45,569.78
001.02.521.51000	OFFICE SUPPLIES	41.67	0.00	500.00	0.00	\$ 500.00
001.02.521.52000	OPERATING SUPPLIES	9,254.17	10,522.96	111,050.00	50,485.08	\$ 60,564.92
001.02.521.54000	MEMBERSHIPS & TRAINING	1,316.67	592.00	15,800.00	9,874.31	\$ 5,925.69
001.02.521.64000	CAPITAL OUTLAY	0.00	0.00	0.00	2,657.20	\$ 0.00
001.02.521.91000	CONTINGENCY - DISASTER R	6,250.00	0.00	75,000.00	0.00	\$ 75,000.00
<b>Total PUBLIC SAFETY Expenditures</b>		<b>\$ 273,200.50</b>	<b>\$ 240,676.53</b>	<b>\$ 3,278,406.00</b>	<b>\$ 1,319,265.58</b>	<b>\$ 1,959,140.42</b>
<b>PUBLIC SAFETY Excess of Revenues Over Expenditure</b>		<b>\$ (273,200.50)</b>	<b>\$ (240,676.53)</b>	<b>\$ (3,278,406.00)</b>	<b>\$ (1,319,265.58)</b>	<b>\$ (1,959,140.42)</b>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For FEDERAL FORFEITURE TREASURY (03)**  
**For the Fiscal Period 2022-5 Ending February 28, 2022**

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
<b>Expenditures</b>										
001.03.521.63000	CAPITAL OUTLAY - PERIMETE	\$	0.00	\$	659.75	\$	0.00	\$	809.75	\$ 0.00
001.03.541.63001	CAPITAL OUTLAY - ROADWAY		0.00		301,235.12		0.00		1,767,505.44	\$ 0.00
<b>Total FEDERAL FORFEITURE TREASURY Expenditur</b>		<b>\$</b>	<b>0.00</b>	<b>\$</b>	<b>301,894.87</b>	<b>\$</b>	<b>0.00</b>	<b>\$</b>	<b>1,768,315.19</b>	<b>\$ 0.00</b>
<b>FEDERAL FORFEITURE TREASURY Excess of Revenue</b>		<b>\$</b>	<b>0.00</b>	<b>\$</b>	<b>(301,894.87)</b>	<b>\$</b>	<b>0.00</b>	<b>\$</b>	<b>(1,768,315.19)</b>	<b>\$ 0.00</b>



**Indian Creek Village**  
**Statement of Revenue and Expenditures**  
*Revised Budget*

*For the Fiscal Period 2022-5 Ending February 28, 2022*

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
Total Revenues	\$	873,705.59	\$	351,106.91	\$	4,554,675.00	\$	21,735,040.59	\$	(17,180,365.59)
Total Expenditures	\$	362,306.02	\$	679,529.70	\$	4,347,672.00	\$	3,482,659.39	\$	865,012.61
Total Excess of Revenues Over Expenditures	\$	511,399.57	\$	(328,422.79)	\$	207,003.00	\$	18,252,381.20	\$	(18,045,378.20)

**Indian Creek Village****Balance Sheet****For SPECIAL REVENUE - FORFEITURE (101)****February 28, 2022****Assets**

101.00.101.00101	CASH - CITY NATL - JUSTICE	10,497.02
101.00.101.00102	CASH - CITY NATL - TREASURY	720,223.70
<b>Total</b>		<u>730,720.72</u>
<b>Total Assets</b>	<b>\$</b>	<u><u>730,720.72</u></u>

**Liabilities and Fund Balance**

101.00.207.00207	DUE TO GENERAL FUND	10,311.03
<b>Total</b>		<u>10,311.03</u>
<b>Total Liabilities</b>		<u>10,311.03</u>
101.00.271.00271	FUND BALANCE - RESTRICTED	256,938.30
<b>Total</b>		<u>256,938.30</u>
	Excess of Revenue Over Expenditures	<u>463,471.39</u>
<b>Total Fund Balances</b>		<u>720,409.69</u>
<b>Total Liabilities and Fund Balances</b>	<b>\$</b>	<u><u>730,720.72</u></u>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**

*Revised Budget*  
**For SPECIAL REVENUE - FORFEITURE (101)**  
**For the Fiscal Period 2022-5 Ending February 28, 2022**

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget Amount
<b>Revenues</b>						
101.00.351.00100	FEDERAL FORFEITURE FUND	\$ 10,416.67	\$ 0.00	\$ 125,000.00	\$ 488,747.43	\$ (363,747.43)
101.00.361.00000	INTEREST INCOME	8.33	140.11	100.00	641.44	(541.44)
<b>Total SPECIAL REVENUE - FORFEITURE Revenues</b>		<b>\$ 10,425.00</b>	<b>\$ 140.11</b>	<b>\$ 125,100.00</b>	<b>\$ 489,388.87</b>	<b>\$ (364,288.87)</b>
<b>Expenditures</b>						
101.00.521.32000	ACCOUNTING & AUDITING	\$ 875.00	\$ 729.63	\$ 10,500.00	\$ 4,377.78	\$ 6,122.22
101.00.521.34000	CONTRACT SERVICES - INFO	0.00	1,803.60	0.00	9,018.00	0.00
101.00.521.44000	RENTALS & LEASES - VEHICLE	3,896.00	1,861.00	46,752.00	12,521.70	34,230.30
101.00.521.48000	SPONSORSHIPS & INITIATIVE	670.83	0.00	8,050.00	0.00	8,050.00
101.00.521.54000	MEMBERSHIPS & SUBSCRIPTI	583.33	0.00	7,000.00	0.00	7,000.00
101.00.521.64000	CAPITAL OUTLAY	416.67	0.00	5,000.00	0.00	5,000.00
<b>Total SPECIAL REVENUE - FORFEITURE Expenditure</b>		<b>\$ 6,441.83</b>	<b>\$ 4,394.23</b>	<b>\$ 77,302.00</b>	<b>\$ 25,917.48</b>	<b>\$ 51,384.52</b>
<b>SPECIAL REVENUE - FORFEITURE Excess of Revenues</b>		<b>\$ 3,983.17</b>	<b>\$ (4,254.12)</b>	<b>\$ 47,798.00</b>	<b>\$ 463,471.39</b>	<b>\$ (415,673.39)</b>

**Indian Creek Village****Balance Sheet**

For BUILDING DIVISION (102)

February 28, 2022

**Assets**

102.00.101.00101	CASH - BUILDING PERMITS	875,131.27
	<b>Total</b>	<b>875,131.27</b>
	<b>Total Assets</b>	<b>\$ 875,131.27</b>

**Liabilities and Fund Balance**

102.00.207.00207	DUE TO GENERAL FUND	73,526.96
	<b>Total</b>	<b>73,526.96</b>
	<b>Total Liabilities</b>	<b>73,526.96</b>

102.00.281.00281	FUND BALANCE - RESTRICTED	419,325.88
	<b>Total</b>	<b>419,325.88</b>
	Excess of Revenue Over Expenditures	382,278.43
	<b>Total Fund Balances</b>	<b>801,604.31</b>
	<b>Total Liabilities and Fund Balances</b>	<b>\$ 875,131.27</b>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For BUILDING DIVISION (102)**  
**For the Fiscal Period 2022-5 Ending February 28, 2022**

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
<b>Revenues</b>										
102.00.322.00300	BUILDING PERMITS	\$	12,500.00	\$	0.00	\$	150,000.00	\$	443,406.22	\$ (293,406.22)
102.00.361.00300	INTEREST INCOME		6.25		0.00		75.00		36.55	\$ 38.45
<b>Total BUILDING DIVISION Revenues</b>		<b>\$</b>	<b>12,506.25</b>	<b>\$</b>	<b>0.00</b>	<b>\$</b>	<b>150,075.00</b>	<b>\$</b>	<b>443,442.77</b>	<b>\$ (293,367.77)</b>
<b>Expenditures</b>										
102.01.524.12000	PERMIT CLERK	\$	5,725.92	\$	528.54	\$	68,711.00	\$	20,613.36	\$ 48,097.64
102.01.524.12001	INSPECTORS		2,317.92		2,317.88		27,815.00		11,589.40	\$ 16,225.60
102.01.524.21000	PAYROLL TAXES		615.33		217.75		7,384.00		2,463.50	\$ 4,920.50
102.01.524.22000	RETIREMENT CONTRIBUTION		687.08		117.58		8,245.00		2,690.21	\$ 5,554.79
102.01.524.23000	LIFE HEALTH/DISABILITY INSU		818.42		754.84		9,821.00		4,466.20	\$ 5,354.80
102.01.524.24000	WORKERS COMPENSATION		404.17		0.00		4,850.00		1,782.70	\$ 3,067.30
102.01.524.31000	PROFESSIONAL SERVICES		3,375.00		2,057.50		40,500.00		8,754.00	\$ 31,746.00
102.01.524.32000	ACCOUNTING & AUDITING		625.00		0.00		7,500.00		0.00	\$ 7,500.00
102.01.524.41000	COMMUNICATIONS & POSTAG		315.83		278.74		3,790.00		766.37	\$ 3,023.63
102.01.524.43000	UTILITIES		58.33		0.00		700.00		0.00	\$ 700.00
102.01.524.44000	RENTALS & LEASES		833.33		982.00		10,000.00		2,755.53	\$ 7,244.47
102.01.524.47000	PRINTING & SCANNING		250.00		399.23		3,000.00		1,723.06	\$ 1,276.94
102.01.524.51000	OFFICE SUPPLIES		125.00		0.00		1,500.00		3,560.01	\$ (2,060.01)
102.01.524.64000	CAPITAL OUTLAY		208.33		0.00		2,500.00		0.00	\$ 2,500.00
<b>Total BUILDING DIVISION Expenditures</b>		<b>\$</b>	<b>16,359.66</b>	<b>\$</b>	<b>7,654.06</b>	<b>\$</b>	<b>196,316.00</b>	<b>\$</b>	<b>61,164.34</b>	<b>\$ 135,151.66</b>
<b>BUILDING DIVISION Excess of Revenues Over Expendit</b>										
		<b>\$</b>	<b>(3,853.41)</b>	<b>\$</b>	<b>(7,654.06)</b>	<b>\$</b>	<b>(46,241.00)</b>	<b>\$</b>	<b>382,278.43</b>	<b>\$ (428,519.43)</b>

**Indian Creek Village****Balance Sheet****For STORMWATER UTILITY FUND (401)****February 28, 2022****Assets**

401.00.101.00101	CITY NATIONAL BANK	72,975.42
401.00.151.00110	INVESTMENTS - CITY NATIONAL	535,885.50
401.00.115.00115	ACCOUNTS RECEIVABLE	123,929.77
401.00.131.00131	DUE FROM UTILITY FUND	77.18
401.00.131.00132	DUE FROM GENERAL	300,000.00
401.00.166.00166	PROPERTY & EQUIPMENT	176,836.60
401.00.166.00167	A/D- PROPERTY & EQUIPMENT	(75,553.71)
401.00.169.00169	CONSTRUCTION IN PROGRESS	452,025.25
<b>Total</b>		<u>1,586,176.01</u>
<b>Total Assets</b>		<u>\$ 1,586,176.01</u>

**Liabilities and Fund Balance**

401.00.202.00202	ACCOUNTS PAYABLE	50,000.00
401.00.207.00207	DUE TO GENERAL FUND	260,195.25
<b>Total</b>		<u>310,195.25</u>
<b>Total Liabilities</b>		<u>310,195.25</u>
401.00.276.00270	RETAINED EARNINGS	1,295,431.41
401.00.274.00274	INVESTED IN CAPITAL ASSETS	107,177.44
<b>Total</b>		<u>1,402,608.85</u>
Excess of Revenue Over Expenditures		<u>(126,628.09)</u>
<b>Total Fund Balances</b>		<u>1,275,980.76</u>
<b>Total Liabilities and Fund Balances</b>		<u>\$ 1,586,176.01</u>

**Indian Creek Village****Balance Sheet****For WATER UTILITY FUND (402)****February 28, 2022****Assets**

402.00.101.00101	CITY NATIONAL	676,305.45
402.00.131.00101	DUE FROM GENERAL FUND	500,000.00
402.00.151.00110	INVESTMENTS - CITY NATIONAL	52,619.49
402.00.115.00115	ACCOUNTS RECEIVABLE	110,358.68
402.00.166.00166	PROPERTY & EQUIPMENT	684,852.50
402.00.167.00167	A/D- PROPERTY & EQUIPMENT	(617,166.50)
402.00.169.00169	CONSTRUCTION IN PROGRESS	116,200.80
<b>Total</b>		<u>1,523,170.42</u>
<b>Total Assets</b>		<u>\$ 1,523,170.42</u>

**Liabilities and Fund Balance**

402.00.207.00207	DUE TO GENERAL FUND	106,428.91
402.00.207.00208	DUE TO STORMWATER	77.18
<b>Total</b>		<u>106,506.09</u>
<b>Total Liabilities</b>		<u>106,506.09</u>
402.00.274.00274	INVESTED IN CAPITAL ASSETS	101,419.42
402.00.276.00276	RETAINED EARNINGS	1,411,870.69
<b>Total</b>		<u>1,513,290.11</u>
Excess of Revenue Over Expenditures		<u>(96,625.78)</u>
<b>Total Fund Balances</b>		<u>1,416,664.33</u>
<b>Total Liabilities and Fund Balances</b>		<u>\$ 1,523,170.42</u>

**Indian Creek Village**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
**For STORMWATER UTILITY FUND (401)**  
**For the Fiscal Period 2022-5 Ending February 28, 2022**

Account Number		Current Budget		Current Actual		Annual Budget		YTD Actual		Remaining Budget Amount
<b>Revenues</b>										
401.00.343.00100	STORMWATER FEES	\$	0.00	\$	0.00	\$	183,550.00	\$	186,486.92	\$ (2,936.92)
401.00.361.00300	INTEREST INCOME		208.33		13.99		2,500.00		334.49	\$ 2,165.51
<b>Total STORMWATER UTILITY FUND Revenues</b>			<b>208.33</b>		<b>13.99</b>		<b>186,050.00</b>		<b>186,821.41</b>	<b>(771.41)</b>
<b>Expenditures</b>										
401.00.538.31000	PROFESSIONAL FEES	\$	5,416.67	\$	97.50	\$	65,000.00	\$	16,074.50	\$ 48,925.50
401.00.538.46000	REPAIRS & MAINTENANCE		1,816.67		1,120.00		21,800.00		7,685.00	\$ 14,115.00
401.00.538.49001	LICENSES & PERMITS		91.67		0.00		1,100.00		0.00	\$ 1,100.00
401.00.538.59000	DEPRECIATION		0.00		0.00		6,000.00		0.00	\$ 6,000.00
401.00.538.64000	CAPITAL OUTLAY - ROADWAY		0.00		38,256.00		0.00		289,690.00	\$ 0.00
401.00.581.91000	OPERATING TRANSFERS - OU		2,916.67		0.00		35,000.00		0.00	\$ 35,000.00
<b>Total STORMWATER UTILITY FUND Expenditures</b>			<b>10,241.68</b>		<b>39,473.50</b>		<b>128,900.00</b>		<b>313,449.50</b>	<b>(184,549.50)</b>
<b>STORMWATER UTILITY FUND Excess of Revenues Ove</b>										
		\$	<b>(10,033.35)</b>	\$	<b>(39,459.51)</b>	\$	<b>57,150.00</b>	\$	<b>(126,628.09)</b>	<b>\$ 183,778.09</b>



**TAB 6 - (B)**

GIANNETTI CONTRACTING CORP		Owner: ICV																													
Indian Creek Village		General Contractor: Giannetti Contracting																													
Month	Activity Code from Master Wrk Schedule	March - April 2022																												COMMENTS / LOCATIONS	
Day of the Week		S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		S
Date		20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		18
TOOLBOX TALKS																															
Misc. Topics			X						X							X							X								
RIGHT OF WAY																															
	Celso		X	X	X	X	X		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			Utility Verifications, pothole	
WATERMAIN																															
WS Transfers, FH Relocations (Phase 4,5)				X	X	X	X		X	X	X	X	X																		
Pot Holing WM on Phase 6 (Conflicts)							X		X																						
DRAINAGE																															
Drainage Phase 3B (Residential Side)			X	X	X	X	X		X	X	X																				
GRINDER PUMP STATIONS																															
Base Pour and Installations of Tanks (lots 19-25)		Completed																													
IRRIGATION																															
Irrigation Sleeves Phase 3B																															
ROADWAY																															
Subgrade 3B												X	X			X	X	X	X												
Limerock Base, Curb Pad, Phase 3B																			X	X			X	X	X						
FORCE MAIN																															
Phase 3B		Completed																													
DEWATERING																															
SUBCONTRACTORS																															
Compass Point		Surveying		X	X	X	X	X		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X		Surveying, Layout, As-BUILTS	
Homestead Concrete, Phase 1B Curb					X	X	X		X	X	X																				
Homestead Concrete, Phase 3B Curb/Driveways																									X	X	X				
S Florida Electric, Phase 3B					X	X	X		X	X	X	X	X																Conduits		

TAB 6 - (C)

## Guillermo Olmedillo

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**From:** Juan Cordero <jcordero@teamiss.com>  
**Sent:** Saturday, March 12, 2022 10:58 AM  
**To:** Maher, Clarke; Guillermo Olmedillo; Cerna, Jose  
**Cc:** Ronen Sarig; Bruce Bolcik; Scott Frigaard  
**Subject:** 12810-1 Indian Creek Village: Perimeter Protection Project Status Update as of Friday, March 11, 2022

Hello,

Hope everyone is doing well.

Below please find the status update for the Perimeter Protection project as of Friday, March 11, 2022:

### 1. Radar/Thermal Camera Locations

- a. Pole 1 – Police Tower
  - 1. Online
- b. Pole 2 – Lot 28 – Holtz
  - 1. We are working with FPL to schedule the electrification of the site, the meter box connection and the meter installation. FPL is schedule to be onsite on Monday, March 21 to complete this work.
- c. Pole 3 – Lot 22 – Lime
  - 1. Online
- d. Pole 4 – Lot 15 – Taber
  - 1. Online
- e. Pole 5 – Lot 8 & 9 – Denier
  - 1. We are working with FPL to schedule the electrification of the site, the meter box connection and the meter installation. FPL is schedule to be onsite on Monday, March 21 to complete this work.
- f. Pole 6 – Northwest corner of the island
  - 1. Online
- g. Pole 7 – North side of the island
  - 1. Online
- h. Pole 8 – Northeast corner of the island
  - 1. Online
- i. Pole 9 – Lot 1 – Braman
  - 1. Online
- j. Radar and Camera Deployment

1. The Magos Radar team was onsite this week and completed the initial field configuration, testing and adjustments of the radar system. Additional field configuration, testing and adjustments of the radar system will need to be performed as the radars on Pole 2 and Pole 5 are still pending to be energized by FPL and brought online into the system.

k. Octopus Software Integration

1. Integration of the poles that are online into the Octopus software has been completed, but were causing issues with the radars. The Octopus team will be looking into this issue to provide a cause and solution as soon as possible.

2. Visitor Management System

- a. This phase of the project has been completed.

3. Video Management System

- b. This phase of the project has been completed.

4. Solarbeam Integration

- a. As per Jose Cerna, the SolarBeam integration with the Octopus software will not take place.

5. Radar and Thermal Camera Integration

- a. Radar and thermal camera to be integrated as the system is deployed. Integration phases of the project continue to move forward.

Thank you,

Juan Cordero  
Manager - Deployment Services  
Direct: (305) 341-4652 | (888) 670-2226



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TAB 6 - (D)

*PROPOSAL FOR  
INDIAN CREEK  
VILLAGE POLICE  
DEPARTMENT*

*9080 BAY DRIVE  
INDIAN CREEK VILLAGE,  
FL 33154*

David J. Fernandez  
[david@nextlevel.support](mailto:david@nextlevel.support)  
305.800.6398





## *MISSION*

To continuously improve ICVPD information technology (IT) infrastructure and operations through innovative, affordable, and reliable solutions. This is realized by implementing best-practice models based on ICVPD needs, dependable technologies, and core competencies that maximize operational efficiencies while reducing costs.



# *OBJECTIVE*

Assist the ICVPD become FDLE compliant by using cybersecurity best practices and FDLE guidelines.



# *SCOPE OF WORK*

## DETAILS

- Identify and transfer all PD and Village office data to their individual server system
- Procure and install new server for PD
- Reset current server and repurpose for Village office data
- Identify and label all network cables by PD, Security systems, and Village office
- Procure and install network equipment to segment all data networks
- Procure and install Wi-Fi system for PD
- Update and transfer USA Software to the new PD server
- Transfer Office 365 email system to the proper law enforcement subscription
- Transfer intranet to Office 365 SharePoint
- Procure and install new copier for PD
- Implement FDLE cybersecurity measures
- Cyber Security Training for all staff members



# *COST PROPOSAL*

Hardware	Price
Dell PowerEdge R350 server	\$8,842.09
Netgear 48 Port Network Switch. x4	\$3,946.00
Netgear Wi-Fi Access points. x2	\$626.00
Canon MF743CDW laser small copier	\$839.45
Cat5 patch cables	\$250.00
<b>Total</b>	<b>\$14,503.54</b>

Labor	Price
Project management and implementation. 160 hour (4 Weeks). Rate \$150.00	\$24,000
<b>Estimated Project Total</b>	<b>\$38,503.54</b>





*THANK YOU*

David J. Fernandez  
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305.800.6398  
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Office: (305) 800-NEXT [6398]