

# AGENDA



## REGULAR COUNCIL MEETING

**Thursday, May 21, 2026**

**5:00 p.m.**

**Indian Creek Village Hall**

**9080 Bay Drive**

**Indian Creek, FL 33154**

Zoom: <https://us02web.zoom.us/j/82822150944>

Meeting ID: 828 2215 0944

**1. CALL TO ORDER / ROLL CALL OF MEMBERS**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS** - *Any person wishing to address the Council should state their name, and address, for the record, prior to making the statement and comply with the Village's rules and regulations for public comments.*

**4. 2026 Election** – Results of Election

Oath of Office: Bernard Klepach and Irma Braman

Appointment of the Mayor

**5. CONSENT AGENDA**

**TAB 1**

- A. Minutes – REGULAR COUNCIL MEETING – 09/11/2025
- B. Minutes – 1<sup>st</sup> BUDGET HEARING – 09/11/2025
- C. Minutes – SPECIAL COUNCIL MEETING – 09/29/2025
- D. Minutes – 2<sup>nd</sup> BUDGET HEARING – 09/29/2025

**E. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, RATIFYING THE INTERLOCAL AGREEMENT FOR EXEMPT INFORMATION BETWEEN INDIAN CREEK VILLAGE AND THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY, PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. (Resolution # 2026-876)**

**F. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AND RATIFYING A CONTRACT WITH METRO EQUIPMENT SERVICES, INC. FOR THE CONSTRUCTION OF THE VILLAGE'S SANITARY SEWER SYSTEM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 2026-877)**

**G. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, APPROVING AN AGREEMENT WITH BOWMAN CONSULTING GROUP LTD. FOR STUDY AND IMPLEMENTATION OF SEWER SYSTEM FEES; PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 2026-878)**

**H. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AND RATIFYING A CONSTRUCTION CONTRACT WITH DOCK & MARINE CONSTRUCTION CORP. FOR THE REPAIRS OF THE INDIAN CREEK ISLAND BRIDGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 2026-880)**

**6. CONSIDERATION OF AN APPLICATION FOR APPROVAL OF A DEVELOPMENT ORDER FOR INDIAN CREEK COUNTRY CLUB IMPROVEMENTS.**

**7. ORDINANCES – First Reading**

**TAB 2**

- A. AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **ADOPTING EAR-BASED AMENDMENTS TO THE VILLAGE’S COMPREHENSIVE DEVELOPMENT PLAN; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 2026-242)**

*PUBLIC COMMENTS - Any person wishing to address the Council should state their name, and address, for the record, prior to making the statement and comply with the Village’s rules and regulations for public comments.*

- B. AN ORDINANCE OF INDIAN CREEK VILLAGE, FLORIDA, **APPROVING A SMALL-SCALE AMENDMENT TO THE VILLAGE’S FUTURE LAND USE MAP (FLUM) DESIGNATION FOR THE PROPERTY LOCATED AT APPROXIMATELY 9100 BAY DRIVE (DESIGNATED PROPERTY FOLIO NO. 21-2235-002-0050) FROM “PUBLIC BUILDINGS AND GROUNDS” TO “SINGLE FAMILY RESIDENTIAL”; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 2026-243)**

*PUBLIC COMMENTS - Any person wishing to address the Council should state their name, and address, for the record, prior to making the statement and comply with the Village’s rules and regulations for public comments.*

- C. AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **ADOPTING THE VILLAGE’S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN PURSUANT TO SECTION 163.3177(6)(c), FLORIDA STATUTES, AS AN AMENDMENT TO THE VILLAGE’S COMPREHENSIVE PLAN; DIRECTING TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 2026-244)**

*PUBLIC COMMENTS - Any person wishing to address the Council should state their name, and address, for the record, prior to making the statement and comply with the Village’s rules and regulations for public comments.*

- D. AN ORDINANCE OF INDIAN CREEK VILLAGE, FLORIDA, **AMENDING THE VILLAGE CODE OF ORDINANCES BY CREATING ARTICLE IV, SANITARY SEWER SYSTEM; PROVIDING FOR FEES, ESTABLISHING RATES AND USE OF FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 2026-245)**

***PUBLIC COMMENTS** - Any person wishing to address the Council should state their name, and address, for the record, prior to making the statement and comply with the Village's rules and regulations for public comments.*

## **8. ADJOURNMENT**

---



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Roseann Prado, Village Clerk

**DATE:** May 21, 2026, 2026

**TITLE:** 2026 Election

---

### **Background**

In preparation for the 2026 Election, during the qualification period, two (2) incumbent candidates submitted the qualification paperwork for the (2) two seats available, as follows:

- Irma Braman – see attached Candidate Oath
- Bernard Klepach – see attached Candidate Oath

### **Resource Impact**

No election was necessary, and the qualified Council Members are hereby being sworn in for the term of (4) four years according to the Indian Creek Village Charter – Article III – Section 3.03.

### **Following Procedure**

The Indian Creek Village Charter – Article III – Section 3.05. Mayor Requires the Council to elect from among its members a mayor. Election of the Mayor shall be done biennially at the first Regular Council meeting after each Village election. The Mayor may appoint a Vice-Mayor who shall act as Mayor during the absence or disability of the Mayor.

### **Attachment(s)**

Oath of Offices  
Charter – Article III – Section 3.03. Election and Terms and 3.05. Mayor

---



# 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 the 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 and continue to serve.

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

Date: May 21, 2026

STATE OF FLORIDA, COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of May 2026 by IRMA BRAMAN, who is personally known to me.

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

Notary's signature

\_\_\_\_\_  
Seal



# 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 the 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 and continue to serve.

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

Date: May 21, 2026

STATE OF FLORIDA, COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of April 2026 by BERNARD KLEPACH, who is personally known to me.

\_\_\_\_\_  
Notary's signature  
Roseann Prado

\_\_\_\_\_  
Seal

and shall exercise its powers with the intent that the attractive residential nature and the outstanding quality of life in this unique island community shall be preserved and enhanced.

**State law reference**—Governing body as local planning agency, F.S. § 163.3174.

### **Sec. 3.02. Qualifications.**

Any elector of the Village shall be eligible to hold the office of Village councilmember. The council shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their [its] office. A member charged with conduct constituting grounds for forfeiture of the member's office shall be entitled to a public hearing on demand, and notice of such hearing shall be mailed to all electors and property owners at least ten days in advance of the hearing.

**State law reference**—Recall of elected officials, F.S. § 100.361.

### **Sec. 3.03. Election and Terms.**

The regular election of Village councilmembers shall be held on the third Friday of February in each even-numbered year, in the manner provided in Article V of this charter and shall be for four year terms.

### **Sec. 3.04. Compensation.**

Councilmembers shall serve without compensation.

### **Sec. 3.05. Mayor.**

The council shall elect from among its members a mayor. Election of the mayor shall be done biennially at the first regular council meeting after each Village election. The mayor shall preside at meetings of the council, shall be recognized as head of Village government for all purposes of official ceremony, by the governor for purposes of military law, execution of contracts, deeds and other documents, and as the city official designated to represent the city in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein. The mayor may appoint a vice-mayor who shall act as mayor during the absence or disability of the mayor.

# **CONSENT AGENDA**

## **MINUTES**

**MINUTES OF  
FIRST BUDGET HEARING  
Thursday, September 11, 2025, at 5:01 p.m.**

**1. CALL TO ORDER/ROLL CALL OF MEMBERS**

Mayor Klepach opened the meeting at 5:01 p.m. The roll call was conducted as follows:

Mayor, Bernard Klepach	Absent
Vice-Mayor, Irwin Tauber	Present
Council Member, Irma Braman	Present
Council Member, Robert Diener	Present
Council Member, Jared Kushner	Present

**VILLAGE STAFF PRESENT:**

Village Manager, Guillermo Olmedillo  
Village Attorney, Stephen Helfman  
Chief of Police, John Bernardo  
IT Director, David Fernandez  
Finance Director, Beatrice Good  
Deputy Clerk, Lorelei Narmore  
Village Clerk, Roseann Prado

**AUDIENCE PRESENT:**

Clarece Depkin, ICCC General Manager  
Melissa Allen – Lot # 7  
Alicia D’Agostino – Lot # 39  
Henrique Cisneros – Lot # 39  
Bryant Coble – Lot # 7  
Diana Morrison – Lot # 25

**4. BUDGET ITEMS**

**A. RESOLUTION – First Reading**

**A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 872)**

*Vice-Mayor Tauber moved to approve Resolution # 872 on a tentative basis for a millage rate of 5.9 mills. Council Member Diener seconded.*

**Motion passed 4 – 0.**

**B. ORDINANCE – First Reading**

**AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA ADOPTING THE PROPOSED BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 241)**

*Vice-Mayor Tauber proposed to approve the Ordinance # 241 in first Reading. Council Member Diener seconded.*

*The roll call was as follows:*

Mayor Klepach	Absent
Vice-Mayor Tauber	Yes
Council Member Braman	Yes
Council Member Diener	Yes
Council Member Kushner	Yes
<b>Motion passed 4 – 0.</b>	

#### **8. ADJOURNMENT**

*Vice-Mayor Tauber moved to adjourn the meeting. Council Member Diener seconded. The meeting was adjourned at 5:28 p.m.*

**Submitted by:**

---

**Roseann Prado, Village Clerk**

---

**Approved at the Regular Council Meeting of May 21, 2026**

**MINUTES OF  
REGULAR COUNCIL MEETING  
Thursday, September 11, 2025, at 4:30 p.m.**

**1. CALL TO ORDER/ROLL CALL OF MEMBERS**

Mayor Klepach opened the meeting at 4:32 p.m. The roll call was conducted as follows:

Mayor, Bernard Klepach	Absent
Vice-Mayor, Irwin Tauber	Present
Council Member, Irma Braman	Present
Council Member, Robert Diener	Present
Council Member, Jared Kushner	Present

**VILLAGE STAFF PRESENT:**

Village Manager, Guillermo Olmedillo  
Village Attorney, Stephen Helfman  
Chief of Police, John Bernardo  
IT Director, David Fernandez  
Finance Director, Beatrice Good  
Deputy Clerk, Lorelei Narmore  
Village Clerk, Roseann Prado

**AUDIENCE PRESENT:**

Clarece Depkin, ICCC General Manager  
Melissa Allen – Lot # 7  
Alicia D’Agostino – Lot # 39  
Henrique Cisneros – Lot # 39  
Bryant Coble – Lot # 7  
Diana Morrison – Lot # 25

**5. CONSENT AGENDA**

A. Minutes – REGULAR COUNCIL MEETING – 06/04/2025

B. Minutes – SPECIAL COUNCIL MEETING – 08/19/2025

*Vice-Mayor Tauber moved to approve the Consent Agenda. Council Member Diener seconded.*

**Motion passed 4 – 0.**

**6. RESOLUTION**

**A. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACTS FOR EMERGENCY REPAIRS TO THE VILLAGE ISLAND BRIDGE; PROVIDING FOR IMPLEMENTATION AND EFFECTIVE DATE. (Resolution # 873)**

*Council Member Diener moved to approve Resolution # 873. Vice-Mayor Tauber seconded.*

**Motion passed 4 – 0.**

**7. DISCUSSION ITEM**

*Mr. Briant Coble – Lot # 7, requested that the Council review the schedule of fines related to the Length of Completion of the Construction Schedule, as outlined in the Land Development Regulations (LDR), Article 10-D(3) — Permit Process. The Council designated the Village Manager to evaluate the timeframe required to construct a larger residence and to present the findings at the next Council meeting.*

**8. ADJOURNMENT**

*Vice-Mayor Tauber moved to adjourn the meeting. Council Member Diener seconded. The meeting was adjourned at 5:00 p.m.*

**Submitted by:**

---

**Roseann Prado, Village Clerk**

---

**Approved at the Regular Council Meeting of May 21, 2026**

**MINUTES OF  
SECOND BUDGET HEARING  
Monday, September 29, 2025, at 5:01 p.m.**

**1. CALL TO ORDER/ROLL CALL OF MEMBERS**

Mayor Klepach opened the meeting at 5:02 p.m. The roll call was conducted as follows:

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

**VILLAGE STAFF PRESENT:**

Village Manager, Guillermo Olmedillo  
Village Attorney, Stephen Helfman  
Chief of Police, John Bernardo  
IT Director, David Fernandez  
Finance Director, Beatrice Good  
Deputy Clerk, Lorelei Narmore  
Village Clerk, Roseann Prado

**AUDIENCE PRESENT:**

Clarece Depkin, ICCC General Manager

**4. BUDGET ITEMS**

**A. RESOLUTION – Second Reading**

**A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA, ADOPTING THE PROPOSED MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 872)**

*Council Member Diener moved to approve Resolution # 872 reducing the Millage Rate to 5.5 mills.  
Vice-Mayor Tauber seconded.*

**Motion passed 4 – 0.**

**B. ORDINANCE – Second Reading**

**AN ORDINANCE OF THE VILLAGE OF INDIAN CREEK, FLORIDA ADOPTING THE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, PURSUANT TO FLORIDA STATUTE 200.065 (TRIM BILL); PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 241)**

*Vice-Mayor Tauber moved to approve Ordinance # 241 on second and final reading. Council Member Diener seconded.*

The roll call was as follows:

Mayor Klepach	Yes
Vice-Mayor Tauber	Yes
Council Member Braman	Yes (via Zoom)
Council Member Diener	Yes (via Zoom)
Council Member Kushner	Absent

**The motion passed 4 - 0**

**5. ADJOURNMENT**

*Vice-Mayor Tauber moved to adjourn the meeting. Mayor Klepach seconded. The meeting was adjourned at 5:08 p.m.*

**Submitted by:**

---

**Roseann Prado, Village Clerk**

---

**Approved at the Regular Council Meeting of May 21, 2026**

**MINUTES OF  
SPECIAL COUNCIL MEETING  
Monday, September 29, 2025, at 4:30 p.m.**

**1. CALL TO ORDER/ROLL CALL OF MEMBERS**

Mayor Klepach opened the meeting at 4:30 p.m. The roll call was conducted as follows:

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

**VILLAGE STAFF PRESENT:**

Village Manager, Guillermo Olmedillo  
Village Attorney, Stephen Helfman  
Chief of Police, John Bernardo  
IT Director, David Fernandez  
Finance Director, Beatrice Good  
Deputy Clerk, Lorelei Narmore  
Village Clerk, Roseann Prado

**AUDIENCE PRESENT:**

Clarece Depkin, ICCC General Manager  
Dave Sanchez – House # 7

**4. RESOLUTION**

- A. A RESOLUTION OF INDIAN CREEK VILLAGE, FLORIDA, SELECTING FIRMS FROM RFQ 2025-01, AND AUTHORIZING VILLAGE MANAGER TO ENTER INTO AGREEMENT TO PROVIDE CONTINUING PROFESSIONAL ARCHITECTURAL, ENGINEERING, LANDSCAPE ARCHITECTURAL, SURVEYING AND MAPPING SERVICES; PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 875)**

*Council Member Diener moved to approve Resolution # 875 with the inclusion of Marlin Engineering Inc. Vice-Mayor Tauber seconded.*

**Motion passed 4 – 0.**

**5. DISCUSSION ITEM**

Review of LDR – Land Development Regulation – Article 10-D (3) – Permit Process – Length of Completion of Construction Schedule.

*The council discussed a 30-month deadline for completing home construction on the island, with a fine of \$1,000 per day starting after 504 days. Village Manager explained that most homeowners have complied, but one homeowner requested an extension due to delays not caused by the government. The council agreed to keep the 30-month deadline and fine structure, as stated at the LDR. They decided that homeowners with unique, unanticipated situations could request a review of fines, but the overall timeline and fine structure would remain unchanged.*

**6. ADJOURNMENT**

*Council Member Diener moved to adjourn the meeting. Vice-Mayor Tauber seconded. The meeting was adjourned at 4:47 p.m.*

**Submitted by:**

---

**Roseann Prado, Village Clerk**

---

**Approved at the Regular Council Meeting of May 21, 2026**

**CONSENT AGENDA**

**RESOLUTIONS**



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Guillermo Olmedillo, Village Manager

**DATE:** May 20, 2026

**TITLE:** Ratification of Interlocal Agreement to Access Exempt Information

---

### **Background**

The attached Resolution ratifies an Interlocal Agreement between Miami-Dade Property Appraiser and Indian Creek Village, giving the Village access to certain exempt information maintained by the Property Appraiser of Miami-Dade County. The Agreement establishes the terms and conditions between Indian Creek Village and the Property Appraiser relating to the processing and recognition of applicable exemptions.

### **Resource**

Village Attorney reviewed the proposed Interlocal Agreement and coordinated with the Village Manager to execute the Agreement.

### **Attachment(s)**

- Resolution # 2026-876
  - Interlocal Agreement
-

RESOLUTION NO. 2026-876

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AND RATIFYING AN AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“Exempt Information”); and

**WHEREAS**, under section 119.071 of Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, OPS coordinates, and any other descriptive property information that may reveal the home address; and

**WHEREAS**, the Municipality shall only request Exempt Information when there is a statutory or official need for Exempt Information; and

**WHEREAS**, the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law, and

**WHEREAS**, the Municipality's governing body has approved this agreement via Resolution # 2026-876 and authorized the Village Manager to execute this agreement on behalf of the Municipality.

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

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

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

**Section 3.**      **Implementation.** The Village Manager and Village Attorney are hereby authorized to take any and all necessary action to implement the purposes of this Resolution and the Agreement.

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED  
BY THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY (AGREEMENT), made and entered into this 3 day of May, 2020, by and between the INDIAN CREEK VILLAGE, FLORIDA, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "Municipality") and the PROPERTY APPRAISER OF MIAMI-DADE COUNTY, (hereinafter referred as the "Property Appraiser").

**WITNESSETH**

**WHEREAS**, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes ("**Exempt Information**").

**WHEREAS**, under section 119.071 of the Florida Statutes, "home addresses" includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

**WHEREAS** the Municipality shall only request Exempt Information when there is a statutory or official need for Exempt Information.

**WHEREAS** the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

**WHEREAS**, the Municipality's governing body has approved this agreement via Resolution # 2026-876 and authorized the below signatory to execute this agreement on behalf of the Municipality,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED  
BY THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY (AGREEMENT), made and entered into this 27th day of April, 2026, by and between the INDIAN CREEK VILLAGE, FLORIDA, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the "Municipality") and the PROPERTY APPRAISER OF MIAMI-DADE COUNTY, (hereinafter referred as the "Property Appraiser").

**WITNESSETH**

**WHEREAS**, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes ("Exempt Information").

**WHEREAS**, under section 119.071 of the Florida Statutes, "home addresses" includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

**WHEREAS** the Municipality shall only request Exempt Information when there is a statutory or official need for Exempt Information.

**WHEREAS** the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

**WHEREAS**, the Municipality's governing body has approved this agreement via Resolution # 2026-876 and authorized the Village Manager to execute this agreement on behalf of the Municipality,

**NOW, THEREFORE**, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same requirements exempting such records from public disclosure and the same penalties for

violation of those requirements as the Property Appraiser. The Municipality accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the Municipality does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Municipality's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Municipality and the Property Appraiser and shall remain in full force and effect and be binding on the Municipality, and any permitted successors or assigns.
7. In the event that the Municipality requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the Municipality must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the Municipality allows the third party to access any Exempt Information. The Municipality acknowledges that such assumption by a third party shall not relieve the Municipality from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the Municipality to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the Municipality shall destroy all Exempt Information within ten (10) days. The Municipality's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the Municipality, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

**Section 4.**    **Implementation.** The Village Manager and Village Attorney are hereby authorized to take any and all necessary action to implement the purposes of this Resolution and the Contract.

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

PASSED and ADOPTED this 21<sup>st</sup> day of May 2026.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Guillermo Olmedillo, Village Manager

**DATE:** May 21, 2026

**TITLE:** Agreement with Metro Equipment Service, Inc.

---

### **REQUEST**

Ratification of the agreement with Metro Equipment Service, Inc. for Phase 1 of the construction work for the sewer connection to the 16' main located at the intersection of Collins Avenue and 91<sup>st</sup>. Street.

### **ANALYSIS**

The Village published a Request of Qualifications for this project on 11/21/2025. We received responses from 7 (seven) individual companies.

- On 01/26/2026, the selection committee found 3 (three) respondents to be qualified and responsible.
- On 02/04/2026, the Village requested the submittal of bids for the project.
- On 03/23/2026, the Village determined that the lowest responsible and qualified bidder was Metro Equipment Service, Inc.

The Village of Indian Creek (the "Village") hereby issues this Notice of Intent to Award for RFP No. 2026-001 for the construction of the Village's Sanitary Sewer System.

Following the evaluation of all bids, the Village has determined that Metro Equipment Service, Inc., is the lowest bidder. The Village intends to award the contract to Metro Equipment Service, Inc., subject to the successful negotiation and approval of a final construction contract acceptable to the Village and the Village Council.

This Notice was posted on March 23, 2026.

### **RECOMMENDATION**

Ratify the agreement with Metro Equipment Service, Inc.

### **ATTACHMENTS**

Resolution # 877  
Agreement with Metro Equipment Service, Inc.

**RESOLUTION NO. 2026-877**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AND RATIFYING A CONTRACT WITH METRO EQUIPMENT SERVICES, INC. FOR THE CONSTRUCTION OF THE VILLAGE’S SANITARY SEWER SYSTEM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the “Village”) has designed and intends to construct, install and operate a sanitary sewer system for the Island within the Village (the “System”); and

**WHEREAS**, pursuant to Florida law the Village competitively issued a request for bids for the construction of the System; and

**WHEREAS**, multiple responses were received by the Village and Metro Equipment Services, Inc. (“Metro”) was determined to be the low bidder; and

**WHEREAS**, the Village wishes to award the project to Metro and has negotiated a Contract for Construction with Metro, a copy of which is attached hereto as Exhibit “A” (the “Contract”).

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

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

**Section 2.**     **Award of Bid.** The project is hereby awarded to Metro as the lowest responsive and responsible bidder.

**Section 3.**     **Approval of Contract.** The Village Council hereby approves the Contract attached hereto as Exhibit “A”.

**Section 4.**    **Implementation.** The Village Manager and Village Attorney are hereby authorized to take any and all necessary action to implement the purposes of this Resolution and the Contract.

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

PASSED and ADOPTED this 21<sup>st</sup> day of May 2026.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**CONTRACT**  
**(COMING SOON)**  
**RESOLUTION # 877**

Contract with  
**METRO EQUIPMENT SERVICE**  
**SANITARY SEWER SYSTEM**



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Guillermo Olmedillo, Village Manager

**DATE:** May 21, 2026

**TITLE:** Contract with FCS BOWMAN Consulting Group Ltd.

---

### **ISSUE:**

The Village is replacing the existing lot-by-lot septic tank sewage collection system with a sanitary sewer collection system serving all properties within its boundaries. Wastewater collected from the existing lift stations will be conveyed to the main “lift station”, and transmitted to a 16’ sewer mainline located at the intersection of 91<sup>st</sup> Street and Collins Avenue.

Under the proposed operational structure, the Village will retain ownership of the lift stations and local collection assets, but intends to contract with the Village of Bay Harbor Islands for operation and maintenance services. The Village requires the development of a sanitary sewer rate structure that recovers all the costs involved in owning and operating the system.

Bowman Consulting Group LTD. Has the necessary professional expertise to prepare the analysis that will support the adoption of a Sewage Rate structure.

During the Village’s recent process of performing its seven-year “EAR” based amendments to its Comprehensive Master Plan, it was determined that the Lot X designation should be changed to a category more consistent with the surrounding uses.

### **RECOMMENDATION:**

Approval of the attached agreement with Bowman Consulting Group.

### **ATTACHMENT:**

Resolution # 878  
Agreement with Bowman Consulting Group LTD.

---

**RESOLUTION NO. 2026-878**

**A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, RATIFYING AND APPROVING A CONTRACT AGREEMENT WITH FCS, A BOMAN COMPANY FOR A SANITARY SEWER RATE STUDY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the “Village”) is in the process of constructing a sanitary sewer system for the Island within the Village; and

**WHEREAS**, the Village Council believes that the most equitable and efficient manner of funding the construction and maintenance of the system is through a fee charged to the users; and

**WHEREAS**, the Village has engaged FCS, a Bowman Company (“FCS”) to perform the necessary study and wishes to enter into a contract agreement for the work (the “Agreement”); and

**WHEREAS**, the Village Council wishes to ratify and approve said Agreement, a copy of which is attached hereto as Exhibit “A”.

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

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

**Section 2.**     **Ratification.** The Village Council hereby approves and ratifies the Agreement.

**Section 3.**     **Implementation.** The Village Manager and Village Attorney are hereby authorized to take any and all necessary action to implement the purposes of this Resolution and the Agreement.

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

PASSED and ADOPTED this 21<sup>st</sup> day of May, 2026.

---

BERNARD KLEPACH, MAYOR

ATTEST:

---

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

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

**EXHIBIT “A”**

**CONTRACT FOR CONSTRUCTION**

**CONTRACT AGREEMENT**

**BETWEEN**

**FCS, a Bowman company**  
Redmond Town Center  
7525 – 166<sup>th</sup> Ave. NE, Suite D-215  
Redmond, Washington 98052

**AND**

Mr. Guillermo Olmedillo  
Indian Creek Village, Village Manager  
9080 Bay Drive  
Indian Creek Village, FL 33154

**PROJECT: Sewer Rate Study**

**THIS AGREEMENT** combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **Indian Creek Village**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I - Relationship of the Parties**
- Section II - Contract Provisions**
- Exhibit A - Scope of Work and Task Plan**
- Exhibit B - Fee Schedule**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPROVED:**

**FCS, a Bowman company**

\_\_\_\_\_  
**John Ghilarducci**  
Principal

Date: \_\_\_\_\_

**APPROVED:**

**Indian Creek Village**

*GUILLERMO OLMEDILLO*  
\_\_\_\_\_  
**Guillermo Olmedillo, Village Manager**

Date: 4/16/2026

**ATTEST:**

*Roseann Prado*  
\_\_\_\_\_  
**Roseann Prado, Village Clerk**

## **SECTION I: RELATIONSHIP OF THE PARTIES**

The **Indian Creek Village** ("Client"), desires a Sewer Rate Study ("Project"). In furtherance of the Project, the Client hereby contracts with **FCS, a Bowman company** ("FCS") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, Guillermo Olmedillo, or a designee or designees identified in writing to FCS by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

## **SECTION II: CONTRACT PROVISIONS**

**1. Scope of Work:** FCS shall perform the service for the Client which as defined in Exhibit A of this Agreement.

**2. Contract Term:** The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS within the time frame specified below:

**Notice to Proceed:** On or before April 30, 2026

**Contract Term:** Contract shall expire on April 30, 2027

FCS agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by FCS and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS, and the suspensions last longer than 90 consecutive days, FCS shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

**3. Payment:** FCS will be paid by the Client under the following terms:

**Time and Materials:** FCS will be paid by Client on a time and materials basis in accordance with the standard billing rates attached hereto as Exhibit B. Direct expenses will be charged as identified in Exhibit B. FCS agrees to perform the services as set forth in Exhibit A at a cost not to exceed \$XXX. It is understood that FCS will not exceed this amount without Client's prior written authorization. Payment to FCS for services set forth in Exhibit A shall be: an amount equal to FCS's standard billing rates as set forth in Exhibit B multiplied by the actual hours worked in the period.

**X Fixed Fee:** FCS will be paid monthly on a lump sum basis. Total compensation to the Consultant will not exceed \$29,725 without a change order approved in writing by both parties. Direct expenses will be charged as identified in Exhibit B. Payment will be made in

monthly installments based on an invoice for services rendered on percentage of completion and direct expenses incurred during the previous month. Upon completion of the Project, any remaining fee will be billed to Client.

**Other:** \_\_\_\_\_

Should any unforeseen project delays, not caused by FCS, and/or any requested amendments to the original scope of work, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said change in billing rates will cause the project to exceed the amount stated in the preceding paragraph, a change order will be prepared and signed by both parties.

FCS will invoice Client monthly and payment shall be made within 30 days of receipt of invoice.

**4. Supplemental Agreements:** Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

**5. Work to be Accomplished:** All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

**6. Termination:** This contract may be terminated by the Client by giving FCS written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS shall be paid for the services to date on the basis set forth in Paragraph 3. The Client shall notify FCS of termination or abandonment in writing.

**7. Indemnity:** FCS shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS's negligent performance of the provisions of this Agreement; provided that if the Client and FCS are concurrently negligent, FCS shall be required to indemnify and defend only in proportion to negligence of FCS. These indemnity provisions shall not require FCS to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

If the Client makes changes to FCS work product without authorization of FCS the indemnity provisions shall not require FCS to defend or indemnify the Client against any action that arises from the unauthorized changes to FCS work product.

**8. All Work Produced is Property of FCS:** The materials, computer programs, reports, calculations, analyses, etc., generated by FCS under this contract shall be the property of FCS.

**9. Intended Use and Users of the Work Product:** The work products provided under this Agreement are intended for the use of the Clients for the purposes described in the Scope of Services at Exhibit A. No other users or uses are intended or implied. FCS is not a Municipal

Advisor as defined by the US Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). Clients will not represent the work products provided under this Agreement as Municipal Advice within the legal definitions represented by the SEC and the MSRB.

The information used in developing the forecast assumptions will be derived from published information and other sources FCS considers appropriate. However, FCS cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS cannot represent that the projected financial statements will be representative of the results that actually occur. FCS will endeavor to include appropriate comments drawing the readers' attention to these matters.

**10. Integrated Agreement:** This agreement together with attachments or addenda, represents the entire and integrated agreement between the Client and FCS and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS.

**11. Independent Contractor:** The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

**12. Equal Opportunity:** FCS is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

**13. Notices:** Notices to the Client shall be sent to the following address:

**Indian Creek Village**  
Attention: Mr. Guillermo Olmedillo  
9080 Bay Drive  
Indian Creek Village, FL 33154

Notices to FCS shall be sent to the following address:

**FCS, a Bowman company**

April 15, 2026

[fcsgroup.com](http://fcsgroup.com) | [bowman.com](http://bowman.com)

Attention: Vita Quinn, Strategy Advisor & Practice Development  
Redmond Town Center  
7525 – 166<sup>th</sup> Ave. NE, Suite D-215  
Redmond, Washington 98052

**EXHIBIT A: SCOPE OF WORK AND TASK PLAN**

# Bowman

April 15, 2026

Mr. Guillermo Olmedillo  
Indian Creek Village, Village Manager  
9080 Bay Drive  
Indian Creek Village, FL 33154

**Re: Sewer Rate Study Proposal**

Dear Mr. Olmedillo:

Indian Creek Village (Village) has requested the cost to perform a Sewer Rate Study. Bowman Consulting Group (Bowman) is pleased to present our proposed scope of services and cost estimate.

The Village, largely situated on a man-made barrier island along Biscayne Bay, is connected by a bridge over Indian Creek waterway. The island contains 41 platted waterfront residential home sites and the Indian Creek Country Club, which contains a clubhouse, golf course, dockage, and other facilities. Properties on the island currently have septic tanks to handle wastewater.

The Village is in the process of designing a sanitary sewer collection system to replace the existing on-site septic systems. The proposed system will consist of individual lift stations located on the right of way in front of each residential lot, which will be owned by the Village. Wastewater collected from these lift stations will be conveyed through the Village's collection infrastructure and connected to a larger sewer line in Bal Harbour. From there, wastewater will be transmitted for treatment at an off-site regional treatment facility.

Under the proposed operational structure, the Village will retain ownership of the lift stations and local collection assets but intends to contract with the Village of Bay Harbor Islands for operation and maintenance services. The Village requires the development of a sanitary sewer rate structure that fully recovers the costs of system ownership, operations, contracted services, administration, capital maintenance, reserves, and transmission and treatment charges.

Our goal is to combine our expertise, commitment to quality, and communication processes in a way that keeps you involved and informed, is efficient and cost-effective, and gets the results you require. I truly appreciate your time and am grateful for another opportunity to serve the Village.

Sincerely,



Vita Quinn  
Director, Strategy Advisor & Practice Development  
[vita.quinn@bowman.com](mailto:vita.quinn@bowman.com)  
386-546-7719

# Indian Creek Village, FL

## Sewer Rate Study

### WORK PLAN

---

The purpose of this engagement is to develop a comprehensive sanitary sewer rate study and financial plan for Indian Creek Village that establishes equitable and sustainable user rates for the new sewer system.

#### Project Initiation & Data Review

We will begin the project by conducting a **kickoff meeting** with Village staff to discuss key issues, near and long-term goals, review data needs and sources, and discuss key policy priorities that will guide our approach to the project. At this meeting we will also distribute our data request, **discuss the items required for our analysis**, and the platform we will use for data transfer.

#### Capital & Operating Cost Projection

The analysis will involve a detailed review of the proposed system configuration, including capital investment requirements for lift stations and collection infrastructure, anticipated replacement cycles, interlocal agreements with Bal Harbour Village for operations and maintenance services, and treatment arrangements through Bay Harbor Islands and the downstream treatment provider. We will evaluate projected operating costs, including contracted operations, lift station maintenance, and billing costs that the Village will incur in operating its new system.

We will prepare a multi-year financial forecast to project operating expenses, treatment charges, debt service obligations if applicable, capital replacement funding requirements, and reserve targets. The forecast will evaluate revenue sufficiency under various cost escalation assumptions and will incorporate appropriate contingencies given the Village's small customer base and concentrated risk profile.

The results of this step provide the revenue requirement for the rates to be designed in the next step.

#### Rate Structure Analysis

Following development of the financial plan and revenue requirement, we will perform a rate structure analysis to determine how total system costs should be allocated among users. Because the proposed sanitary sewer system consists of Village-owned lift stations serving individual residential lots and relies on contracted operations and wholesale transmission and treatment services, a significant portion of system costs will be fixed in nature. Accordingly, careful consideration will be given to the balance between fixed charges and volumetric charges to ensure predictable revenue recovery while maintaining fairness among properties.

Given the Village's limited number of residential connections and the high-value, low-density nature of the community, we will assess the financial risks associated with reliance on volumetric revenue, including

potential variability in seasonal occupancy, irrigation practices, and water consumption patterns. Alternative rate structures will be evaluated to determine whether a predominantly fixed monthly charge, a base-plus-usage structure, or a uniform equivalent residential unit (ERU)-based structure best aligns with the system's cost drivers and risk profile.

We will also analyze whether differentiation among users is appropriate. Although the system primarily serves residential properties, we will evaluate differences in lot size, fixture count, estimated flow generation, and lift station configuration to determine whether a uniform residential rate is equitable or whether other structures should be considered. As the properties will all have irrigation meters, the relationship between water consumption and wastewater generation is direct, so water usage can serve as a billing proxy for sewer flow.

The final recommended sewer rates will fully recover the projected revenue requirement, allocate costs equitably among users, and provide a transparent billing framework for implementation.

#### Presentation of Results

Once the analysis is complete, we will provide the Village with a **draft technical memorandum** and for review and comment. The memorandum will be a description of the rate structure analysis, a description of the capital and operational costs used in the analysis, the schedule of proposed sewer rates, and any recommendations for implementation and administration procedures in the future. Upon receiving comments from Town staff, we will adjust our analysis and/or technical memorandum as required and distribute the **final schedules and technical memorandum**.

---

**Total Fee**

**\$29,725**

**EXHIBIT B: FCS, A BOWMAN COMPANY. FEE SCHEDULE**

**FCS, a Bowman Company**

2026 STANDARD FEE SCHEDULE

Effective January 1, 2026

<i>Position/Title</i>		<b>LABOR<sup>1</sup></b> <i>Billing Rate</i>
<b>Principals</b>	Standard Rates	\$300-\$330
<b>Directors</b>	Standard Rates	\$300
<b>Project Managers</b>	Standard Rates	\$225-\$255
<b>Consultants</b>	Standard Rates	\$175-\$210
<b>Administrative and Technical Support</b>		
Public Relations		\$190
Technical Writer/Graphic Artist		\$165
Administrative Support		\$115

**DIRECT EXPENSES**

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS and specific terms will be established in advance prior to expenditure and billing.

**SUBCONSULTANTS**

When applicable, subconsultants will be charged at invoiced cost plus 10%.

---

<sup>1</sup> *Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.*

**MEMO**

RESOLUTION # 880

Contract with  
DOCK & MARINE CONSTRUCTION CORP.  
BRIDGE



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Guillermo Olmedillo, Village Manager

**DATE:** May 21, 2026

**TITLE:** Contract with Dock & Marine for Emergency Bridge Repairs

---

### **ISSUE.**

The Bridge was built almost 100 years ago. Although it has been repaired, the age and the method of construction require an inspection and review.

Upon inspection and study by Marlin Engineering, the Village determined that emergency repairs to the columns supporting the Bridge were necessary immediately.

Subsequently, the Village engaged the services of Marlin Engineering to design the required repairs and assist the Village in the selection of a construction company through a process of competitive bidding.

The selected responsive and capable construction company was Dock and Marine Construction Corp.

### **RECOMMENDATION.**

To approve and ratify the contract with Dock and Marine attached as Exhibit A.

### **ATTACHMENT:**

Resolution # 880

---

## RESOLUTION NO. 2026-880

### A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING AND RATIFYING A CONSTRUCTION CONTRACT WITH DOCK & MARINE CONSTRUCTION CORP. FOR THE REPAIRS OF THE INDIAN CREEK ISLAND BRIDGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Indian Creek Village (the “Village”) owns and maintains the bridge providing access to the Island within the Village boundaries (the “Bridge”); and

**WHEREAS**, based upon comprehensive engineering studies, the Village determined that the Bridge requires immediate emergency repairs to its substructure; and

**WHEREAS**, the Village engaged Marlin Engineering Inc. to design the necessary repairs and to assist the Village in competitively selecting a contractor to perform the repairs; and

**WHEREAS**, the Village selected Dock & Marine Construction, Corp. (“Dock & Marine”) as the contractor and has negotiated a Contract for Construction for the Bridge repairs, a copy of which is attached hereto as Exhibit “A” (the “Contract”).

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

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

**Section 2.**     **Approval of Contract.** The Village Council hereby approves and ratifies the Contract.

**Section 3.**     **Implementation.** The Village Manager and Village Attorney are hereby authorized to take any and all necessary action to implement the purposes of this Resolution and the Contract.

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

PASSED and ADOPTED this 20<sup>th</sup> day of May, 2026.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**EXHIBIT "A"**

**CONTRACT FOR CONSTRUCTION**

## CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this “Contract”) is made by and between the **Indian Creek Village, Florida**, a Florida municipal corporation, whose mailing address is 9080 Bay Drive, Indian Creek, Village Florida 33154 (hereinafter referred to as the “Village”), and **Dock and Marine Construction Corp.**, a Florida corporation, with its principal place of business at 752 N.E. 79<sup>th</sup> Street, Miami, Florida 33168 (hereinafter referred to as the “Contractor”).

### WITNESSETH

**WHEREAS**, within the jurisdictional boundaries of the Village is Indian Creek Island (the “Island”) which is accessible via a single bridge owned and maintained by the Village (the “Bridge”); and

**WHEREAS**, based upon an extensive evaluation of the Bridge, it was determined by Marlin Engineering, Inc. (the “Engineer”) that the Bridge required emergency repairs to its substructure (the “Project”); and

**WHEREAS**, the work to repair the Bridge consists of repairs to the substructure of the Bridge as shown on the plans and specifications prepared by the Engineer, which are scheduled on Exhibit “A” to this Contract and incorporated herein (the “Plans”); and

**WHEREAS**, based upon the Plans, the Contractor has submitted a bid to perform the repairs and has represented to the Village that it possesses the necessary qualifications, experience and abilities to perform the work necessary to complete the Project (the “Work”).

**NOW, THEREFORE**, for and in consideration of the premises and the sum of TEN AND NO/100 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:

### ARTICLE 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 and complete the Project in accordance with the Plans and terms of this Contract.
- 1.2 The Village and the Contractor agree that the majority of the Work is going to be performed from the water and the use of a barge(s) and other vessels. Some of the Work may require access to and use of the Bridge deck and entry dive to the Bridge. The Parties agree that the staging, docking of vessels, storage of materials, parking, etc. shall be subject to a work plan jointly developed in writing between the Parties prior to the commencement of any Work.

## ARTICLE 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 as 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 and after the issuance of the permit described in Section 7.2.4 below.
- 2.2 Time is of the essence throughout this Contract. Subject to actual force majeure the Contractor shall prosecute the Work with faithfulness and diligence, and the **Work shall be substantially completed within Seventy (70) calendar days from the date specified in the Notice to Proceed** (the "Work Period"). The Work Period shall begin when Contractor has mobilized to the Site, which shall happen within fifteen (15) days from the Notice to Proceed and which date shall be documented by the Parties. "Substantial Completion" shall mean the date on which the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Village can utilize the Bridge for its intended use. "Final Completion" shall mean the date all Work has been fully completed in accordance with the Contract Documents, including completion of all punch-list items and final acceptance by the Village, which shall be no later than one hundred (120) days from the Notice to Proceed, subject to any delays that are beyond the reasonable control of the Contractor, such as, but not limited to, delays in engineering inspections, and delays in governmental inspections and approvals. For purposes of the liquidated damages provision in Section 2.3, "Completion" shall mean Substantial Completion.
- 2.3 Upon failure of Contractor to achieve Substantial Completion within the specified period of time, Contractor shall pay to Village the sum of Five Hundred Dollars (\$500.00) for each calendar day after the time specified in Section 2.2 for Substantial Completion. Liquidated damages shall cease to accrue upon Substantial Completion; no liquidated damages shall accrue during the period between Substantial Completion and Final Completion. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial 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 achieve Substantial Completion on time. The damages set forth herein are limited to delay only.
- 2.4 The 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.

### **ARTICLE 3**

#### **CONTRACT PRICE**

- 3.1 The Village shall pay to Contractor for the performance of the Work the fixed total lump sum of One Million Two Hundred Seven Thousand One Hundred Fifty-Two Dollars (\$1,207,152.00). 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 The Village shall make progress payments as follows:
- 3.2.1 Upon execution of this Contract, the Village shall pay the Contractor the sum of One Hundred Thousand Dollars (\$100,000).
- 3.2.2 Upon the commencement of the Work, the Village shall pay the Contractor One Hundred Fifty Thousand Dollars (\$150,000).
- 3.2.3 An additional payment of Two Hundred Fifty Thousand Dollars (\$250,000) shall be paid to the Contractor at thirty percent (30%) Completion as determined by the Engineer.
- 3.2.4 An additional payment of Five Hundred Thousand Dollars (\$500,000) shall be paid to the Contractor at sixty percent (60%) Completion as determined by the Engineer.
- 3.2.5 Upon Completion of the Work by the Contractor in accordance with the Contract Documents and acceptance by the Village, and upon receipt of consent by any surety, the Village shall pay the remainder of the Contract Price of Three Hundred Seven Thousand Fifty-Two Dollars (\$307,052). Final payment is contingent upon receipt by the Village from the Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of the Contractor’s Work, and full releases of liens from all sub-contractors and material suppliers.

### **ARTICLE 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, the Bonds (defined herein), Insurance Certificates, 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.

## ARTICLE 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; provided, however, that this indemnification shall not apply to claims, losses, or damages arising from or caused by the negligence or intentional misconduct of the Village, its officers, agents, or employees, and 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.

## ARTICLE 6

### INSURANCE AND BONDS

- 6.1 **Insurance.** 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.

(a) 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.

(b) 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.

(c) 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.

(d) Builder's Risk coverage (if any) shall be the responsibility of the Village.

(e) **Certificate of Insurance.** On or before the Notice to Proceed 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.

(f) **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.

(g) **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.

(h) The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** Prior to performing any portion of the Work and within ten (10) 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 .

## **ARTICLE 7**

### **CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

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

7.1 Contractor Represents the following:

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 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.
- 7.1.4 The 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. The 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. The 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 the Contractor and safety precautions and programs incident thereto. The 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.
- 7.1.5 The Contractor is aware of the general nature of Work to be performed by the Village and others, if any, at the site that relates to the Work as indicated in the Contract Documents.
- 7.1.6 The Contractor has correlated the information known to the 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.
- 7.1.7 The Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to the 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.

7.1.8 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.

7.2 The Contractor warrants the following:

7.2.1 Anti-Discrimination: The 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.

7.2.2 Anti-Kickback: The 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.

7.2.3 Licensing and Permits: The 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. The Contractor acknowledges that it is the obligation of the Contractor to obtain all licenses and permits required for this Project, including the Village building permits.

7.2.4 DERM Permit: The Contractor understands that the Work requires the issuance of a Class I permit from Miami-Dade County. The Village shall be responsible for securing and obtaining said permit; however, the Contractor shall comply with all conditions of such permit in its performance of the Work. Additionally, the parties understand and agree that this Contract is conditioned upon the issuance of the Class I permit under conditions acceptable to the Village. Also, to the extent, any conditions to the permit require modifications to the Scope of Work, the parties agree to enter into a change order to effectuate such modifications at the agreed Contract unit rates or, if no applicable unit rates exist, at the Contractor's reasonable cost beyond the Contract Price.

## ARTICLE 8

### DEFAULT AND TERMINATION

- 8.1 If the 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 as specified in Article 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 the 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 written Notice of Termination, terminate the services of the Contractor, exclude the 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 the 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 the Contractor. In case the damages and expenses so incurred by the Village shall exceed monies due to the Contractor from the Village, the Contractor shall be liable and shall pay to the Village the amount of said excess promptly upon demand therefore by the Village. In the event it is adjudicated that the Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by the 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: (i) all Work performed and accepted by the Village through the date of termination; (ii) demobilization costs and expenses reasonably incurred as a result of the termination; (iii) costs committed to subcontractors and suppliers for Work performed or materials ordered prior to the date of termination that cannot be cancelled without penalty; and (iv) reasonable profit on the portion of the Work performed through the date of termination. 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.

## ARTICLE 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 nondefective 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. Notwithstanding the foregoing, any claim by the Village arising from or relating to latent defects in the Work shall be subject to and limited by the applicable statute of repose under Florida law, and in no event shall any such claim be brought more than ten (10) years after the date of Substantial Completion, as provided under Section 95.11(3)(c), Florida Statutes. 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 and Hours of Work.**

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. The Contractor agrees that at all times it will operate under an MOT that has been approved by the Village Manager or her designee.

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 not caused by or attributable to the Village, its agents, or employees. In the event of delay, disruption, interference or hindrance caused by or attributable to the Village, Contractor shall be entitled to both (i) an extension of the Contract Time and (ii) an equitable adjustment to the Contract Price to compensate for additional costs incurred. 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 completed 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 following addresses:

For the Village:           Guillermo Olmedillo  
                                  Village Manager  
                                  9080 Indian Creek Drive  
                                  Key Biscayne, Florida 33149

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

For The Contractor:     Dock and Marine Construction Corp.  
                                  Attention: Cesar Hernandez-Canton  
                                  752 N.E. 79<sup>th</sup> Street  
                                  Miami, Florida 33168

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 reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

**ARTICLE 10**

**SPECIAL CONDITIONS**

- 10.1 The following provisions supersede any 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: None

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**[SIGNATURE PAGES FOLLOW ON NEXT PAGES]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract on the respective dates under each signature.

**VILLAGE:**

**INDIAN CREEK VILLAGE**, a Florida municipal corporation

Signed by:  
By: Guillermo Olmedillo  
E2A88FFA9137409  
Guillermo Olmedillo, Village Manager

4/28/2026  
Date Executed: April \_\_, 2026

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.**

**CONTRACTOR:**

**DOCK AND MARINE CONSTRUCTION CORP.**

DocuSigned by:  
By: Glen Larson  
78531F47C10D464...  
Glen Larson, President

4/28/2026  
Date Executed: April \_\_, 2026

# EXHIBIT "A" PLANS

**INDEX OF STRUCTURE PLANS**

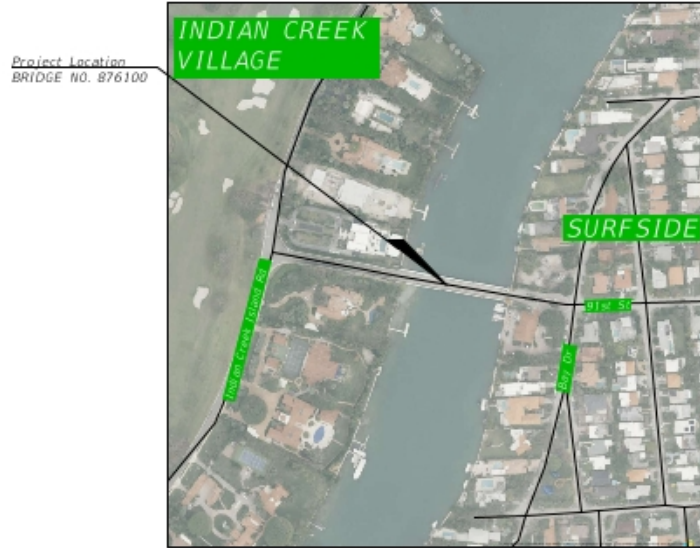
SHEET NO.	SHEET DESCRIPTION
B1-1	KEY SHEET
B1-2	SUMMARY OF PAY ITEMS
B1-3	GENERAL NOTES (1 OF 2)
B1-4	GENERAL NOTES (2 OF 2)
B1-5	PLAN AND ELEVATION
B1-6	PILES JACKETS (1 OF 7)
B1-7	PILES JACKETS (2 OF 7)
B1-8	PILES JACKETS (3 OF 7)
B1-9	PILES JACKETS (4 OF 7)
B1-10	PILES JACKETS (5 OF 7)
B1-11	PILES JACKETS (6 OF 7)
B1-12	PILES JACKETS (7 OF 7)
B1-13	PILES JACKET DETAILS (1 OF 2)
B1-14	PILES JACKET DETAILS (2 OF 2)
B1-15	SUMMARY OF QUANTITIES

## INDIAN CREEK VILLAGE

### STRUCTURE PLANS

INDIAN CREEK BRIDGE  
PILES REHABILITATION  
(BRIDGE NO. 876100)

ROADWAY ID. 87000202  
SURFSIDE BLVD. OVER INDIAN CREEK



**Erick Cuervo Guilarte** 2026.03.1  
7 09:11:36  
-04'00'

ON THE DATE ADJACENT TO THE SEAL  
SIGNATURE MUST BE VERIFIED  
ON ANY ELECTRONIC COPIES.

**STRUCTURE PLANS**  
ENGINEER OF RECORD:

ERICK CUERVO GUILARTE, P.E.  
P.E. NO.: 82455  
MARLIN ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166  
CERTIFICATE OF AUTHORIZATION NO.: 6104



**GOVERNING DESIGN STANDARDS:**

Florida Department of Transportation, FY 2025-26 Standard plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website:  
<http://www.flot.gov/design/standardplans/current>

APPLICABLE IRs: IR536-001-01, IR521-001-01

Standard Plans for Bridge Construction are included in the Structures Plans Component.

**GOVERNING STANDARD SPECIFICATIONS:**

Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website:  
<http://www.flot.gov/programmanagement/Implemented/SpecBooks>

**COUNCIL MEMBERS:**

MAYOR: BERNARD KLEPACH  
VICE MAYOR: IRWIN E. TAUBER  
COUNCIL MEMBER: IRMA BRAMAN  
COUNCIL MEMBER: ROBERT DIENER  
COUNCIL MEMBER: JARED KUSHNER

**ADMINISTRATIVE STAFF:**

VILLAGE MANAGER: GUILLERMO OLMEDILLO  
VILLAGE ATTORNEY: STEPHEN J. HELFMAN  
VILLAGE CLERK: ROSEANN PRADO  
DEPUTY CLERK: LORELET NARNORE

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
N/A	26	B1-1

PROJECT SUMMARY OF PAY ITEMS				
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY	REMARKS
			TOTAL	
0101-1	MOBILIZATION	LS	1	INCLUDES INSPECTION ACCESS, DEBRIS/TURBIDITY & EROSION CONTROL, SPECIES MONITORING, AND SOUNDING SURVEY.
0102-1	MAINTENANCE OF TRAFFIC	LS	1	PRICE FOR TRAFFIC CONTROL / MARINE OFFICER PROVIDED BY INDIAN CREEK VILLAGE POLICE, AND ALL WORK ZONE SIGNS REQUIRED FOR THIS PROJECT, SHALL BE INCLUDED IN PAY ITEM 0102-1 MAINTENANCE OF TRAFFIC, WITH NO SEPARATE PAYMENT.
0104-11	FLOATING TURBIDITY BARRIER	LF	2000	INSTALL, MAINTAIN, AND REMOVE SEDIMENT BARRIERS AS REQUIRED.
0455-81-101	CATHODIC PROTECTION F&I PILE, ZINC ANODE ASSEMBLY	EA	44	SUPPLY AND INSTALL ANODES FOR CATHODIC PROTECTION.
0457-2-211	CATHODIC PROTECTION INTEGRAL PILE JACKET, STRUCTURAL, UP TO 16", GALVANIC SYSTEM	LF	422	CLEAN, INSTALL, SEAL, AND GROUT PILE JACKETS.

NOTE: PAY ITEMS ARE PROVIDED SOLELY FOR REFERENCE AND TO FACILITATE THE BIDDING PROCESS. THE CONTRACTOR SHALL SUBMIT A LUMP SUM PROPOSAL THAT INCLUDES ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES REQUIRED TO COMPLETE THE SPECIFIED REPAIRS AND INSTALLATIONS.

<table border="1"> <thead> <tr> <th colspan="4">REVISORS</th> </tr> <tr> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>----</td> <td>----</td> <td>-----</td> <td>----</td> </tr> <tr> <td>----</td> <td>----</td> <td>-----</td> <td>----</td> </tr> <tr> <td>----</td> <td>----</td> <td>-----</td> <td>----</td> </tr> <tr> <td>----</td> <td>----</td> <td>-----</td> <td>----</td> </tr> </tbody> </table>				REVISORS				DATE	BY	DESCRIPTION	DATE	----	----	-----	----	----	----	-----	----	----	----	-----	----	----	----	-----	----	 <p><b>MARLIN</b> ENGINEERING 6840 Northwest 77th Court MIAMI, FL 33166</p>		<table border="1"> <tr> <td>                 DRAWN BY: AP 09-25                  CHECKED BY: EC 09-25                  DESIGNED BY: AP 09-25                  CHECKED BY: EC 09-25             </td> <td>                  INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT 9080 Bay Drive INDIAN CREEK VILLAGE, FL 33154             </td> </tr> </table>		DRAWN BY: AP 09-25 CHECKED BY: EC 09-25 DESIGNED BY: AP 09-25 CHECKED BY: EC 09-25	 INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT 9080 Bay Drive INDIAN CREEK VILLAGE, FL 33154	SHEET TITLE SUMMARY OF PAY ITEMS  PROJECT NAME INDIAN CREEK BRIDGE PILES REHABILITATION		REF. DWG. NO.  SHEET NO. 81-2
REVISORS																																				
DATE	BY	DESCRIPTION	DATE																																	
----	----	-----	----																																	
----	----	-----	----																																	
----	----	-----	----																																	
----	----	-----	----																																	
DRAWN BY: AP 09-25 CHECKED BY: EC 09-25 DESIGNED BY: AP 09-25 CHECKED BY: EC 09-25	 INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT 9080 Bay Drive INDIAN CREEK VILLAGE, FL 33154																																			

**GENERAL NOTES:**

**1. PURPOSE / SCOPE:**

THIS PROJECT CONSISTS OF REPAIRING AND PROTECTING THE EXISTING PILES ON BRIDGE NO. 876100 BY INSTALLING STRUCTURAL PILE JACKETS WITH CATHODIC PROTECTION AS SHOWN IN THE PLANS. WORK INCLUDES:

- SURFACE PREPARATION.
- INSTALLATION OF 44 PILE JACKETS.
- GROUT PLACEMENT.
- INSTALLATION OF ZINC ANODE ASSEMBLIES.
- PLACEMENT AND REMOVAL OF MAINTENANCE OF TRAFFIC DEVICES PER THE TRAFFIC CONTROL PLANS.
- ANY ADDITIONAL PILE DEFICIENCIES IDENTIFIED SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND WRITTEN APPROVAL REQUIRED BEFORE PROCEEDING.

**2. GENERAL SPECIFICATIONS:**

ALL WORK SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FY 2025-26, AND AS AMENDED BY CONTRACT DOCUMENTS.

**3. DESIGN SPECIFICATIONS:**

UNLESS OTHERWISE NOTED, THE DESIGN SHALL CONFORM TO THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 10TH EDITION (2024) WITH CURRENT INTERIM REVISIONS, AND THE FDOT STRUCTURES MANUAL, JANUARY 2025.

**4. UTILITIES:**

THE FOLLOWING UTILITY COMPANIES AND CONTACTS HAVE BEEN IDENTIFIED NEAR THE BRIDGE SITE:

COMPANY	CONTACT	PHONE NUMBER
COGECO US MIAMI DBA BREEZELINE FKA AT&T JAVARES HALL		786-290-9497
DADE COUNTY PUBLIC WORKS AND TRAFFIC	OCTAVIO VIDAL	305-412-0891 EXT. 201
FPL CABLE LOCATIONS-DISTRIB		
FLORIDA POWER & LIGHT	EDGAR AGUILAR	561-339-5488
FLORIDA POWER & LIGHT	EDDIE FREAY	305-938-1936
ATLANTIC BROADBAND		305-861-8069
MIAMI-DADE WATER & SEWER	MARIA CAPOTE	786-268-5329
TECO PEOPLES GAS - SOUTH FLORIDA	BRIANA VELEZ	813-275-3700 Ext: 8326
AT&T / DISTRIBUTION	DINO FARRUGGIO	561-683-2729
VILLAGE OF INDIAN CREEK	PUBLIC UTILITIES	305-865-4121

THE UTILITIES SHOWN IN THE PLANS ARE AT APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT NO DAMAGE OCCURS TO UTILITIES AS A RESULT OF THE WORK. THE CONTRACTOR SHALL IDENTIFY AND LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES DURING CONSTRUCTION SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER AND TO THE AFFECTED UTILITY COMPANY. ALL REPAIRS SHALL BE MADE AT NO COST TO THE AGENCY, AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO ANY EXCAVATION OR SUBSURFACE WORK. THE CONTRACTOR SHALL CONTACT SUNSHINE 811 (1-800-432-4770) AND REQUEST UTILITY LOCATIONS. A CONTRACTOR REPRESENTATIVE SHALL BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

**5. REINFORCED CONCRETE MATERIALS:**

SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 346, AS APPLICABLE.

**6. CONCRETE CLASSES:**

CLASS	MIN. 28 DAY COMP. STRENGTH	LOCATION
CLASS IV, PER SECTION 457	$f_c = 5500 \text{ psi}$	PILE JACKET FILLER MATERIAL

EXISTING COVER WILL BE MAINTAINED UNLESS OTHERWISE NOTED.

**7. REINFORCING STEEL:**

ALL REINFORCING STEEL SHALL BE ASTM A615, GRADE 60.

**8. ENVIRONMENT:**

LOCATION: COASTAL  
SUPERSTRUCTURE: EXTREMELY AGGRESSIVE  
SUBSTRUCTURE: EXTREMELY AGGRESSIVE

**9. PLANS DIMENSIONS:**

DIMENSIONS SHOWN IN THE CONTRACT PLANS ARE BASED ON LIMITED FIELD REVIEWS AND ARE PROVIDED FOR INFORMATION AND ESTIMATING PURPOSES ONLY. EXISTING BRIDGE PLANS ARE INCOMPLETE AND AVAILABLE RECORDS ARE NOT CLEAR. THE CONTRACTOR SHALL FIELD-VERIFY ALL DIMENSIONS AND CONDITIONS REQUIRED TO PERFORM THE REPAIR WORK. DISCREPANCIES OR FAILURE TO VERIFY SHALL NOT BE GROUNDS FOR ADDITIONAL COMPENSATION OR TIME EXTENSIONS. REPAIR DETAILS ARE BASED ON THE BRIDGE INSPECTION REPORT DATED JULY 28, 2025, PREPARED BY HARLIII ENGINEERING, INC., AND REPRESENT APPROXIMATE REPAIR LIMITS BASED ON CONDITIONS OBSERVED AT THAT TIME. THE CONTRACTOR SHALL TAKE ALL FIELD MEASUREMENTS NECESSARY TO ENSURE PROPER FIT OF THE FINISHED WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THEIR ACCURACY. FIELD MEASUREMENTS SHALL BE CLEARLY INDICATED ON SHOP DRAWINGS SUBMITTED FOR APPROVAL.

**10. STRUCTURAL DAMAGE:**

THE CONTRACTOR SHALL NOT DAMAGE THE EXISTING BRIDGE. ANY ADDITIONAL DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

**11. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS:**

TO BE PROVIDED BY THE CONTRACTOR AS REQUIRED.

**12. INSPECTION:**

THE CONTRACTOR SHALL PROVIDE THE ENGINEER SAFE ACCESS FOR INSPECTION OF THE PROJECT AT ALL TIMES. THIS INCLUDES, BUT IS NOT LIMITED TO, SCAFFOLDING, MANLIFTS, INSPECTION BOATS WITH OPERATORS, AND ANY OTHER EQUIPMENT REQUIRED TO COMPLETE ALL INSPECTIONS. ALL COSTS ASSOCIATED WITH PROVIDING SAFE ACCESS, INCLUDING EQUIPMENT, PERSONNEL, AND SCHEDULING, SHALL BE INCLUDED IN PAY ITEM 101-1 MOBILIZATION.

**13. MAINTENANCE OF TRAFFIC:**

ALL LANE CLOSURES SHALL BE COORDINATED A MINIMUM OF ONE WEEK IN ADVANCE WITH THE VILLAGE OF INDIAN CREEK.

**14. ENVIRONMENTAL:**

- A. NO DEGRADATION OF WATER QUALITY, INCREASED TURBIDITY, OR THE DISCHARGE OF ANY FOREIGN MATERIAL INTO THE WATER SHALL BE PERMITTED.
- B. TURBIDITY SHALL BE MONITORED IN ACCORDANCE WITH THE ENVIRONMENTAL PERMITS. TURBIDITY BARRIERS SHALL BE INSTALLED WHEREVER THERE IS A POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO WETLANDS OR SURFACE WATERS, AND SHALL BE MAINTAINED IN A FUNCTIONAL CONDITION UNTIL CONSTRUCTION IS COMPLETED.
- C. THE CONTRACTOR SHALL COMPLY WITH THE CONDITIONS OF ANY ENVIRONMENTAL PERMITS OBTAINED FOR THE PROJECT.
- D. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREAS WITH THE ENGINEER OF RECORD AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
- E. WEST INDIAN MANATEES (*TRICHECHUS MANATUS LATHROSTRIS*), A FEDERAL AND STATE LISTED ENDANGERED SPECIES, MAY MIGRATE THROUGH THE PROJECT AREA. THE CONTRACTOR SHALL POST TEMPORARY SIGNS IN A LOCATION PROMINENTLY VISIBLE TO WATER-RELATED CONSTRUCTION CREW, MEASURING AT LEAST 3 BY 4 FEET AND READS "CAUTION: MANATEE AREA" FOR THE DURATION OF THE PROJECT. IF VESSELS ARE ASSOCIATED WITH THE CONSTRUCTION, SIGNAGE SHALL BE DISPLAYED NEXT TO THE CONTROLS ON ALL CONSTRUCTION-RELATED VESSELS, MEASURE AT LEAST 8.5 BY 11 INCHES, AND READ "CAUTION: MANATEE

REVISIONS				DRAWN BY		INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT		GENERAL NOTES (1 OF 2)		REV. DATE
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	NO.	NAME	NO.	DESCRIPTION	
----	----	-----	----	----	-----	09-25				
----	----	-----	----	----	-----	09-25				
----	----	-----	----	----	-----	09-25				
----	----	-----	----	----	-----	09-25				

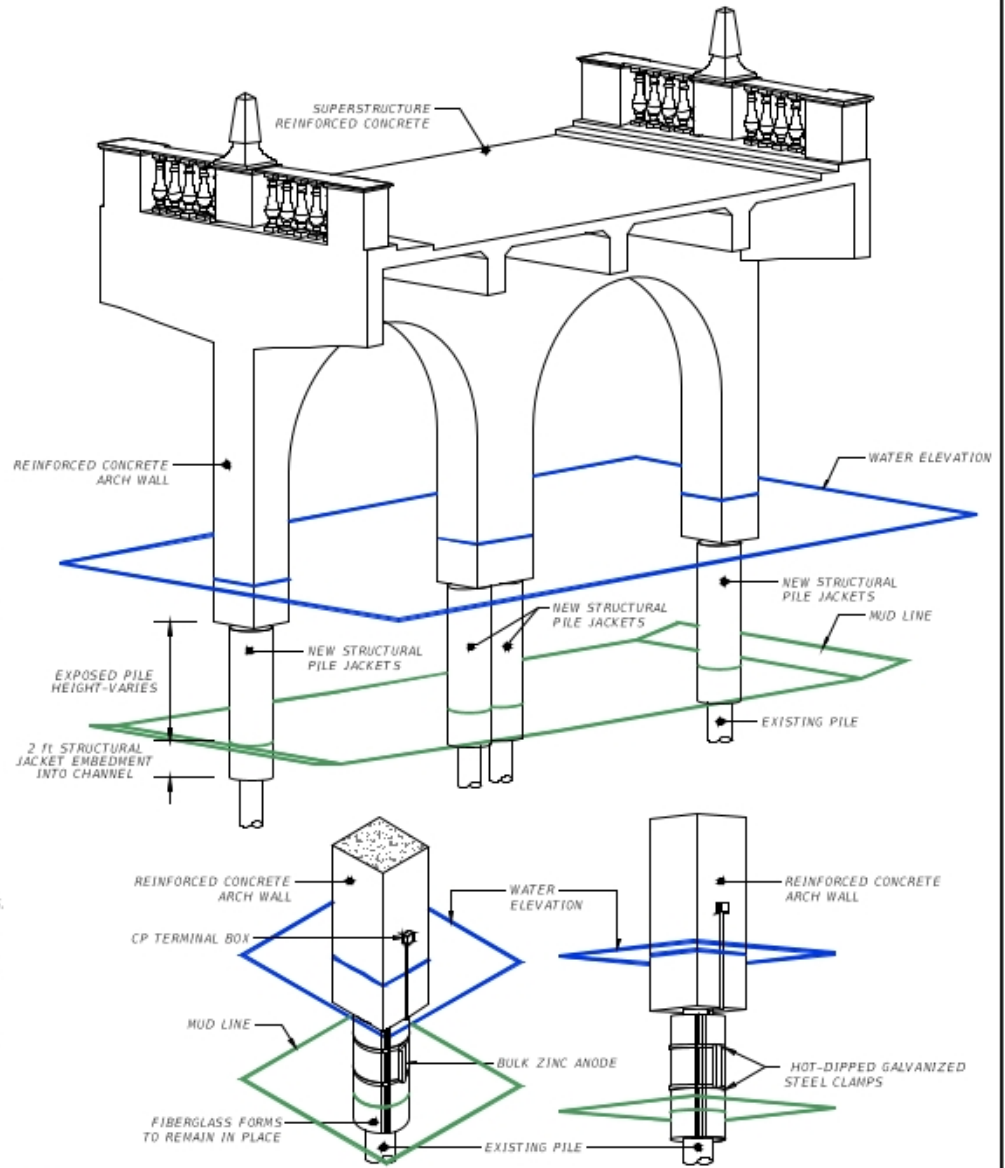


**GENERAL NOTES (CONT'D)**

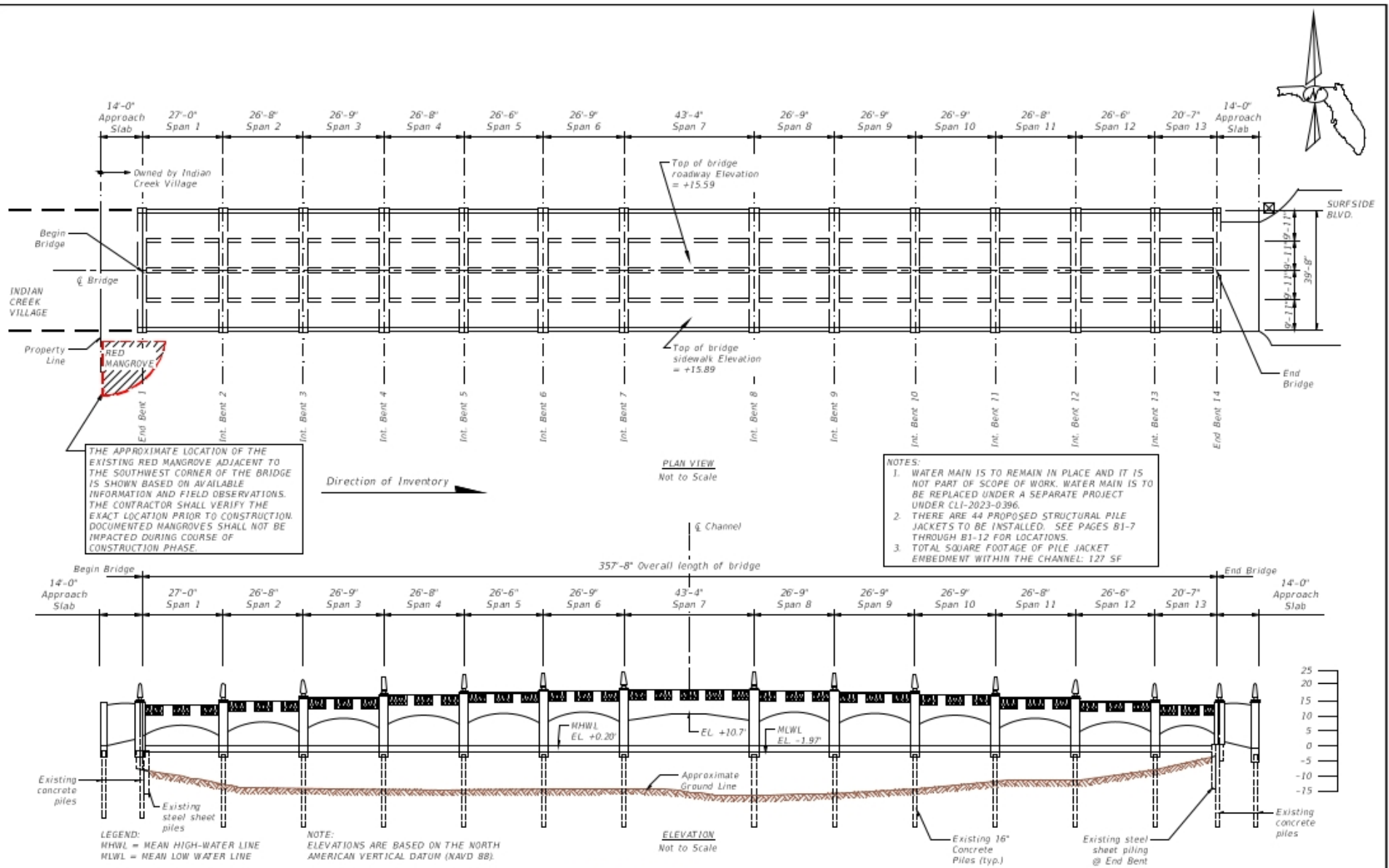
- HABITAT: A CERTIFIED MANATEE SPOTTER SHALL BE ASSIGNED DURING CONSTRUCTION ACTIVITIES.
- F. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE REQUIREMENTS REGARDING ENDANGERED AND THREATENED SPECIES AND STATE LISTED SPECIES OF SPECIAL CONCERN.
- G. SEAGRASS BEDS AND OTHER BENTHIC COMMUNITIES EXIST IN THE PROJECT AREA. THE CONTRACTOR SHALL PREVENT CONTACT WITH THE SEABED IN THESE AREAS AND ANY DISTURBANCE OF BOTTOM SEDIMENTS (E.G., FROM MOVING OR ANCHORING BARGES). THE CONTRACTOR SHALL NOT SHADE ANY BENTHIC COMMUNITY FROM DIRECT SUNLIGHT FOR MORE THAN TWO WEEKS. ANCHORING LOCATIONS SHALL BE APPROVED BY THE PROJECT ENGINEER.
- H. THIS PROJECT CORRIDOR IS LOCATED WITHIN BISCAYNE BAY AQUATIC PRESERVE, WHICH IS DESIGNATED AS AN OUTSTANDING FLORIDA WATERS (OFW). AS SUCH, NO DEGRADATION OF WATER QUALITY IS PERMITTED WITHOUT A VARIANCE ABOVE AMBIENT TURBIDITY LEVELS.
- I. BEST MANAGEMENT PRACTICES (BMPs) SHALL BE IMPLEMENTED TO CONTROL SEDIMENTATION AND EROSION CONTROL TO ELIMINATE TURBIDITY CONCERNS AND TURBIDITY MONITORING PROCEDURES HAVE BEEN INCORPORATED INTO THE DESIGN PLAN. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS ALSO INCLUDED IN THE DESIGN PLANS. BMPs WILL REDUCE THE OPPORTUNITY AND CONTROL DISCHARGES OF PETROLEUM PRODUCTS FROM EQUIPMENT OR TEMPORARY FUELING FACILITIES.
- J. TURBIDITY WITHIN THE BISCAYNE BAY AQUATIC PRESERVE SHALL NOT EXCEED ZERO (0) NEPHELOMETRIC TURBIDITY UNITS (NTUS).
- K. TURBIDITY CURTAINS SHALL BE MADE OF MATERIAL SAFE FOR MANATEES, SHALL BE PROPERLY SECURED, AND REGULARLY MONITORED TO AVOID ENTRAPMENT. CURTAINS SHALL NOT BLOCK MANATEE ENTRY INTO DESIGNATED HABITAT.
- 15. **COMPLIANCE NOTE**  
ALL WORK MATERIALS AND METHODS SHALL CONFORM TO THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION THE FDOT DESIGN MANUAL FOR THE FDOT STRUCTURES MANUAL THE FDOT STANDARD PLANS AND ALL APPLICABLE FEDERAL STATE AND LOCAL REGULATIONS EXCEPT AS MODIFIED BY THESE PLANS OR THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT CONDITIONS ENVIRONMENTAL REQUIREMENTS AND SAFETY REGULATIONS FAILURE TO ADHERE SHALL BE GROUNDS FOR SUSPENSION OF WORK AND OR NON PAYMENT UNTIL FULL COMPLIANCE IS ACHIEVED.
- 16. **CONSTRUCTION HOURS**  
All work shall be done during daylight hours.

**PILE JACKET GENERAL NOTES:**

1. PREPARE PILE SURFACES BY REMOVING BLISTERED/LOOSE STEEL AND CLEANING EXPOSED CONCRETE IN ACCORDANCE WITH SECTION 457 OF THE FDOT STANDARD SPECIFICATIONS AND THE TECHNICAL SPECIAL PROVISIONS (TSPS).
2. FIELD-VERIFY PILE AND JACKET DIMENSIONS PRIOR TO ORDERING. ANY DEVIATIONS MUST BE SIGNED/SEALED BY A FLORIDA PE, APPROVED BY THE ENGINEER AND CP SPECIALIST, WITH 4 WEEKS ALLOWED FOR REVIEW.
3. CONTRACTOR SHALL SUBMIT PILE JACKET INSTALLATION SEQUENCE FOR APPROVAL BEFORE PROCEEDING. INSTALL INTEGRAL PILE JACKETS TO THE ELEVATIONS SHOWN IN THE PLANS. POSITION AND SECURE FORMS WITH STAND-OFFS, SEALS, AND EXTERNAL BRACING. JACKET FORMS SHALL REMAIN AS STAY-IN-PLACE FORMS.
4. INSTALL REINFORCING CAGE AND ZINC ANODES USING CURVED SADDLES OR BACKING PLATES FORMED TO MATCH THE PILE RADIUS. ALL ANODE COMPONENTS SHALL BE HOT-DIPPED GALVANIZED. PROVIDE REDUNDANT NEGATIVE CONNECTIONS FOR REINFORCEMENT VIA SEPARATE WIRES.
5. PLACE CLASS IV (SPECIAL) FILLER BY PUMPING FROM THE BOTTOM UPWARD, DISPLACING WATER. THE FIRST PUMPING PORT SHALL BE LOCATED IMMEDIATELY ABOVE THE BOTTOM SEAL. ALTERNATE PORTS ON OPPOSITE FACES OF THE JACKET TO ENSURE A MONOLITHIC FILL WITH NO VOIDS OR HONEYCOMBING.
6. PROVIDE A TEMPORARY COMPRESSIBLE SEALING STRIP AT THE BOTTOM OF EACH JACKET TO SEAL THE ANNULAR SPACE BETWEEN THE PILE AND THE FORM.
7. CURE FILLER MATERIAL A MINIMUM OF 7 DAYS BEFORE REMOVING TEMPORARY CLAMPS OR BRACING. CUT AND FINISH PUMPING PORTS FLUSH AND SEAL WITH APPROVED EPOXY.
8. CP TERMINAL BOX SHALL BE MOUNTED AT THE LOCATION SHOWN IN THE PLANS.
9. REFER TO PAY ITEM 457-2-211 FOR INTEGRAL PILE JACKETS AND PAY ITEM 455-81-101 FOR ZINC ANODE ASSEMBLIES.



REVISIONS						<p><b>MARLIN ENGINEERING</b> 6840 Northwest 77th Court MIAMI, FL 33166</p>	<p>INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT</p> <p>9080 Bay Drive INDIAN CREEK VILLAGE, FL 33154</p>	<p>GENERAL NOTES (2 OF 2)</p> <p>INDIAN CREEK BRIDGE PILES REHABILITATION</p>	REV. DATE	BY	DESCRIPTION		

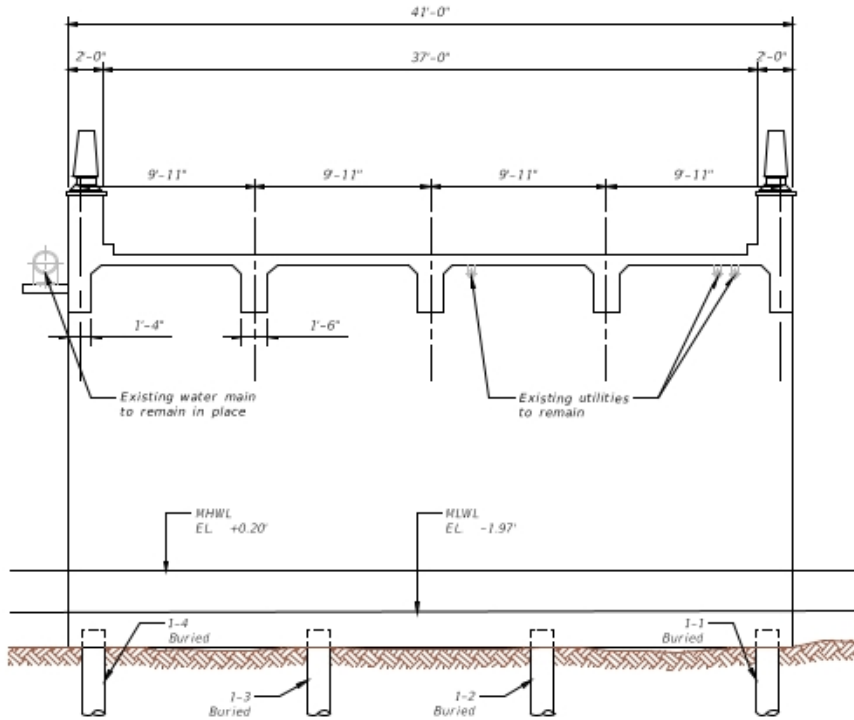


REVISORS				DRAWN BY		INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT		PLAN AND ELEVATION	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE

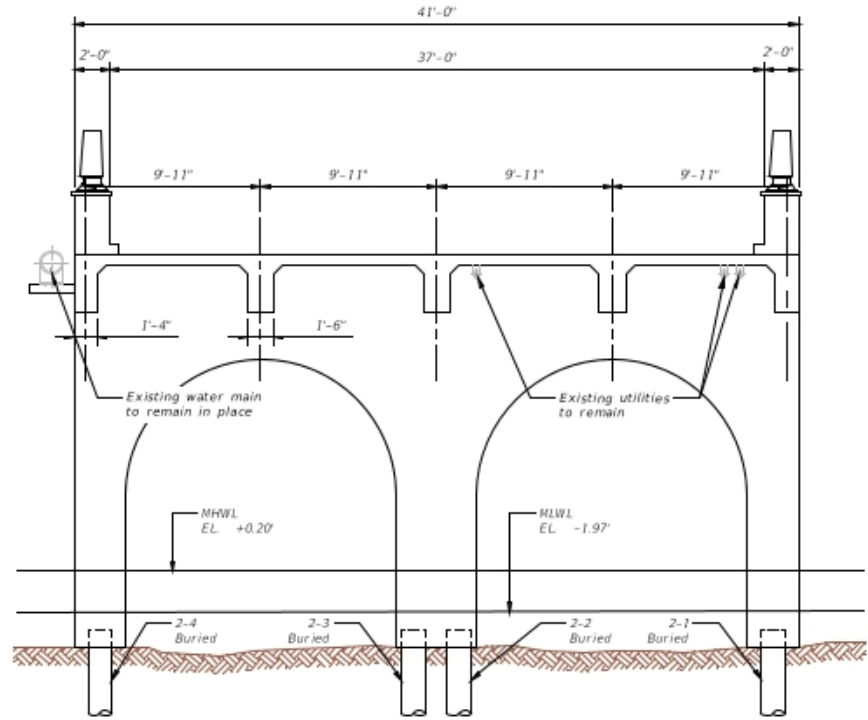


INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT  
 9080 Bay Drive  
 INDIAN CREEK VILLAGE, FL 33154

INDIAN CREEK BRIDGE PILES REHABILITATION  
 SHEET NO. B1-5



END BENT 1 SECTION (LOOKING TO WEST)



INTERMEDIATE BENT 2 SECTION (LOOKING TO WEST)

NO WORK IS PROPOSED TO THE EXISTING UTILITIES

REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

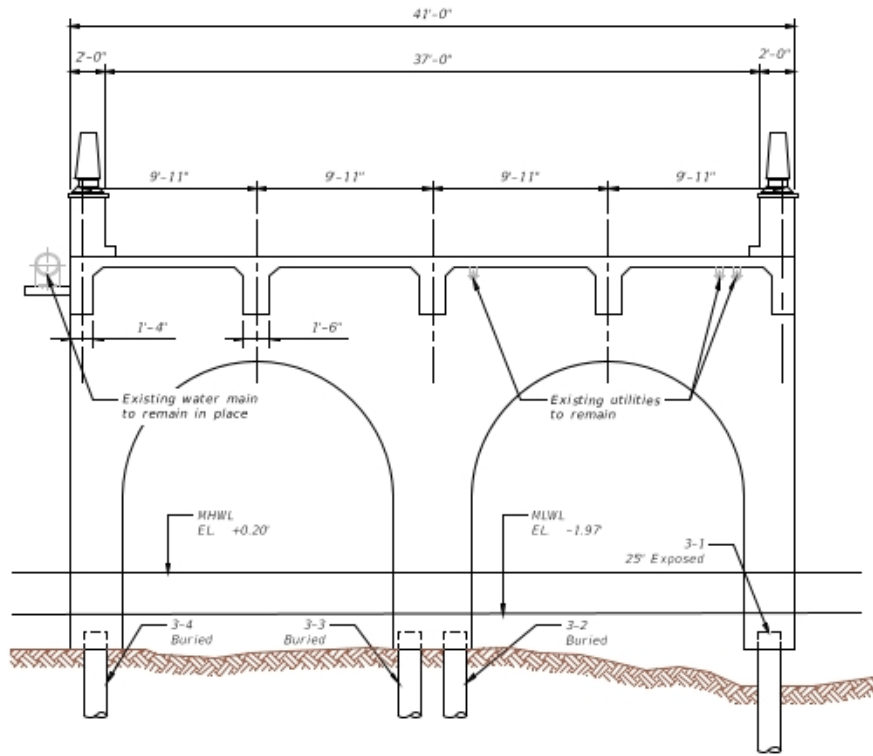
**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

DRAWN BY: AP 09-25
CHECKED BY: EC 09-25
DESIGNED BY: AP 09-25
CHECKED BY: EC 09-25

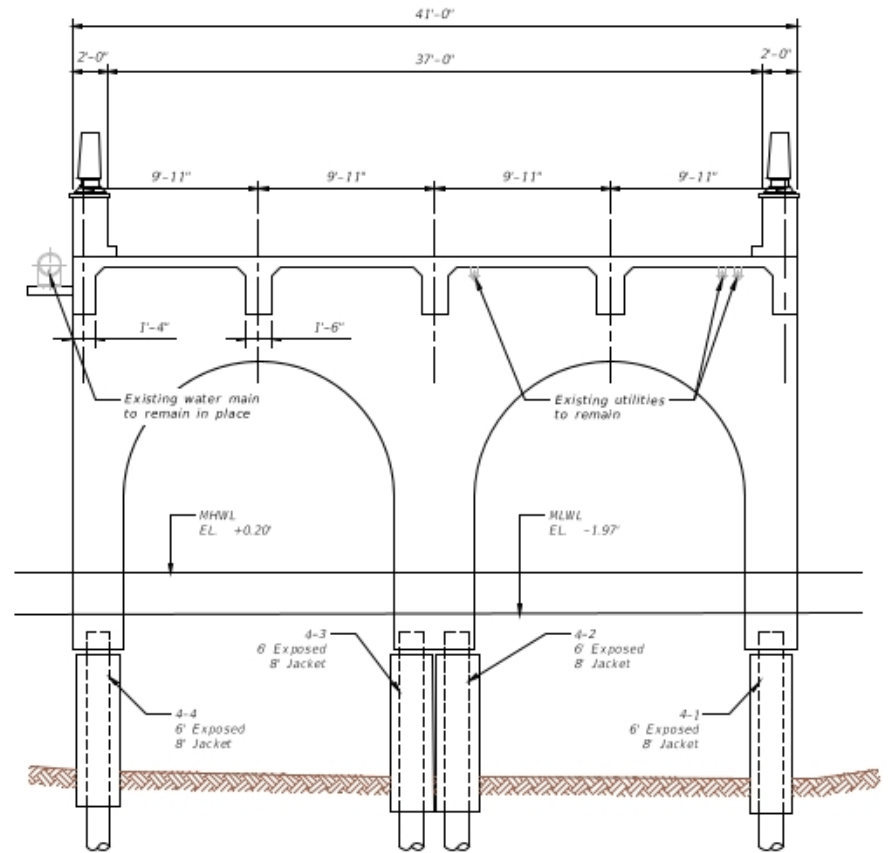


INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

PROJECT TITLE: PILES JACKETS (1 OF 7)	REV. DATE:
PROJECT CODE: INDIAN CREEK BRIDGE PILES REHABILITATION	SHEET NO.:
	BT-6



INTERMEDIATE BENT 3 SECTION (LOOKING TO WEST)



INTERMEDIATE BENT 4 SECTION (LOOKING TO WEST)

NO WORK IS PROPOSED TO THE EXISTING UTILITIES

REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

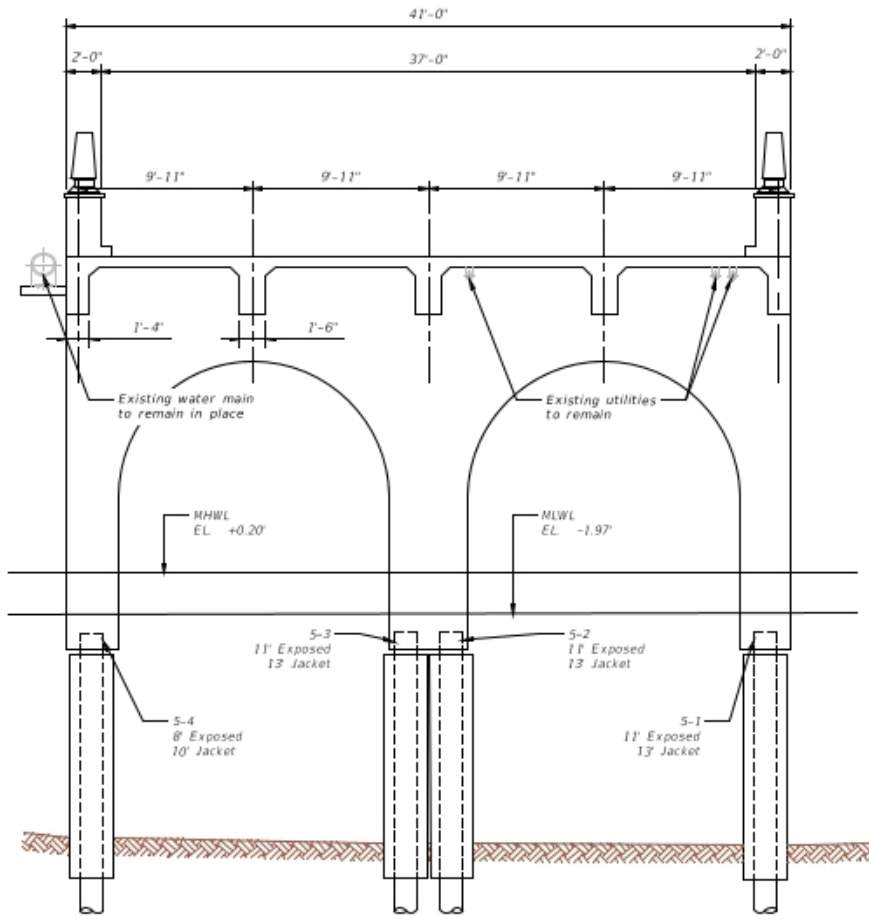
**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

DRAWN BY: AP 09-25  
CHECKED BY: EC 09-25  
DESIGNED BY: AP 09-25  
CHECKED BY: EC 09-25

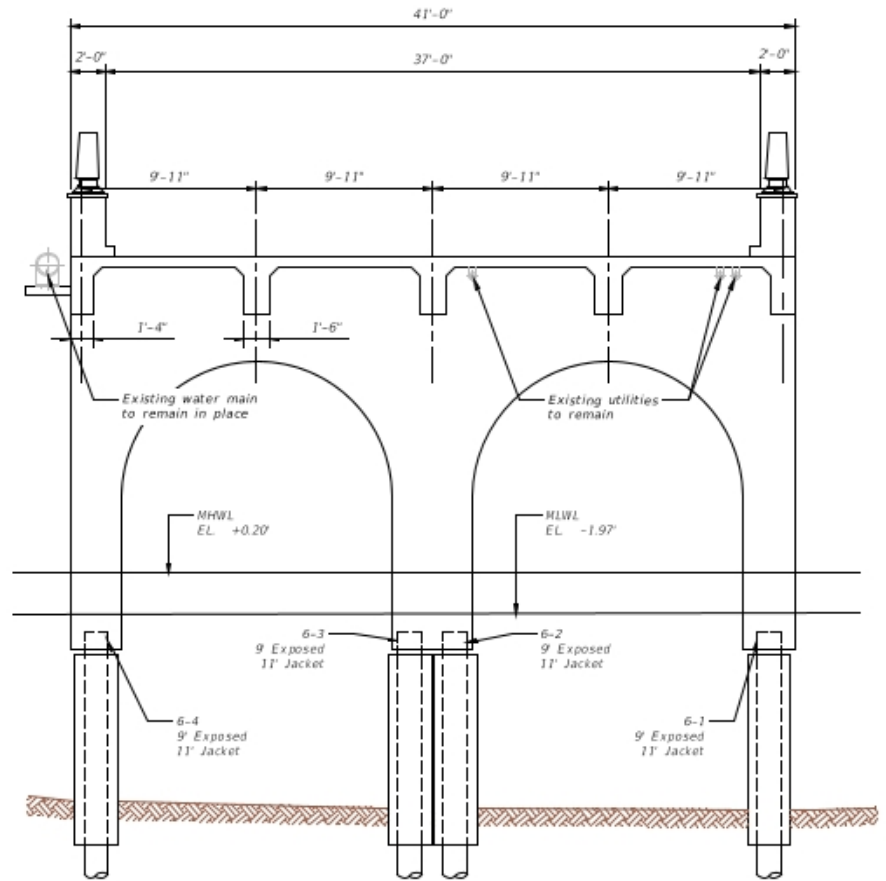
INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

PROJECT TITLE: PILES JACKETS (2 OF 7)  
PROJECT CODE: INDIAN CREEK BRIDGE PILES REHABILITATION

REV. DATE AS  
SHEET NO.  
BT-7



INTERMEDIATE BENT 5 SECTION (LOOKING TO WEST)



INTERMEDIATE BENT 6 SECTION (LOOKING TO WEST)

NO WORK IS PROPOSED TO THE EXISTING UTILITIES

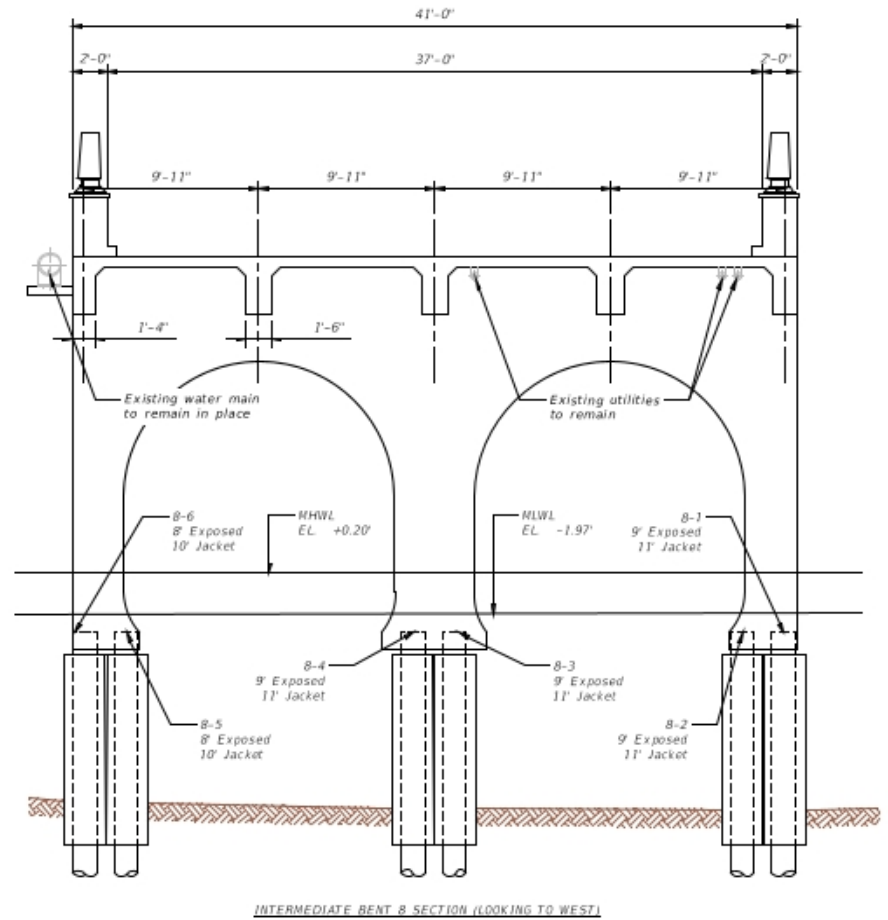
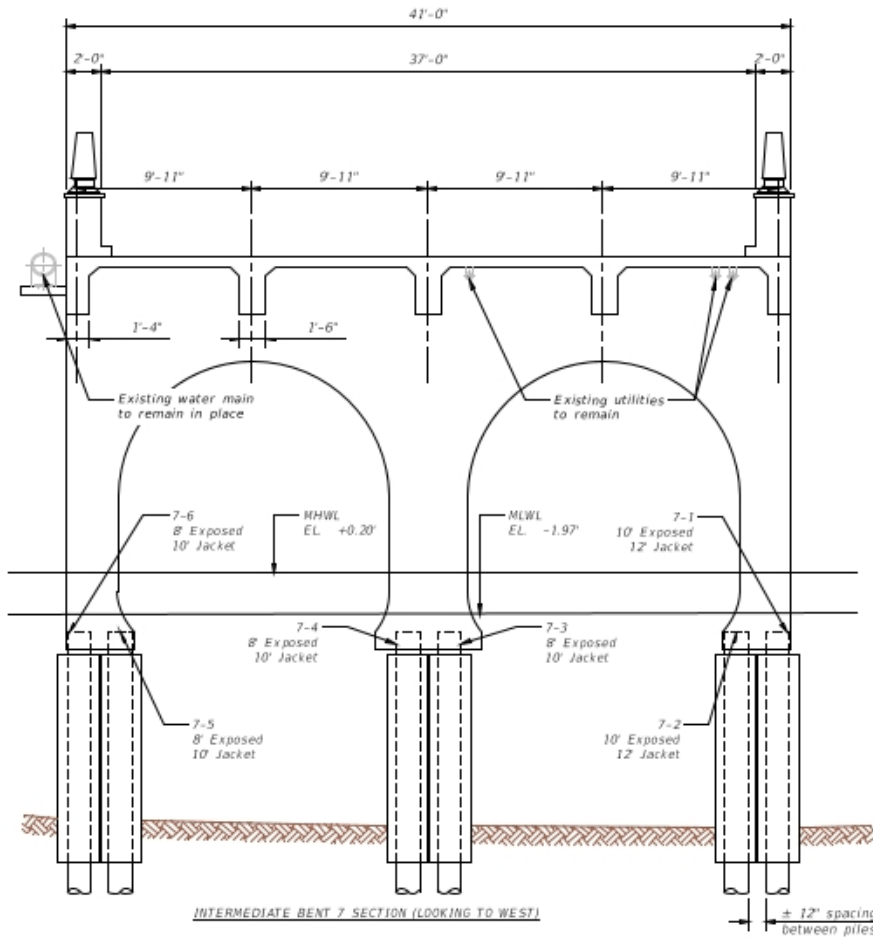
REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

PILES JACKETS (3 OF 7)  
INDIAN CREEK BRIDGE  
PILES REHABILITATION

REV. DWS AS
SHEET NO.
81-8



NOTE: CONTRACTOR SHALL FIELD VERIFY PILE DIAMETERS AND CLEAR SPACING AT DOUBLE PILES. IN SOME CASES THE CLEAR DISTANCE MAY NOT BE ADEQUATE, AND JACKETS SHALL BE ADJUSTED WITH MINIMAL ECCENTRICITY RELATIVE TO THE COLUMNS TO ALLOW PROPER INSTALLATION.

NO WORK IS PROPOSED TO THE EXISTING UTILITIES

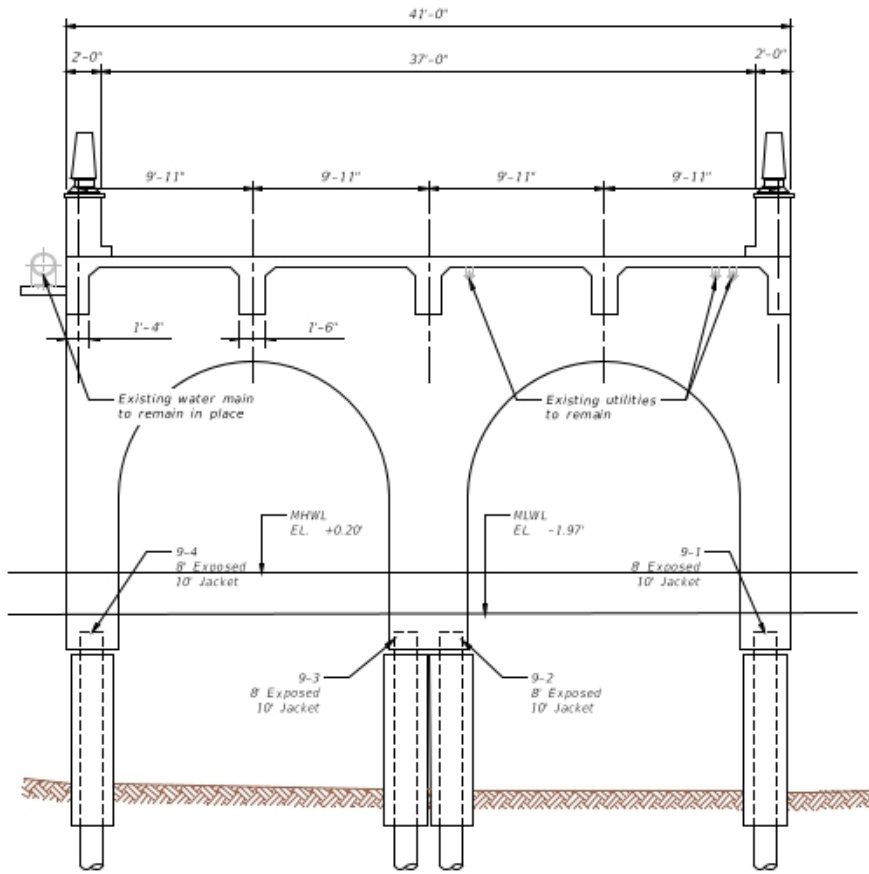
DATE		BY	DESCRIPTION	REVISORS		DATE	BY	DESCRIPTION
----	----	----	-----	----	----	----	----	-----
----	----	----	-----	----	----	----	----	-----
----	----	----	-----	----	----	----	----	-----

**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

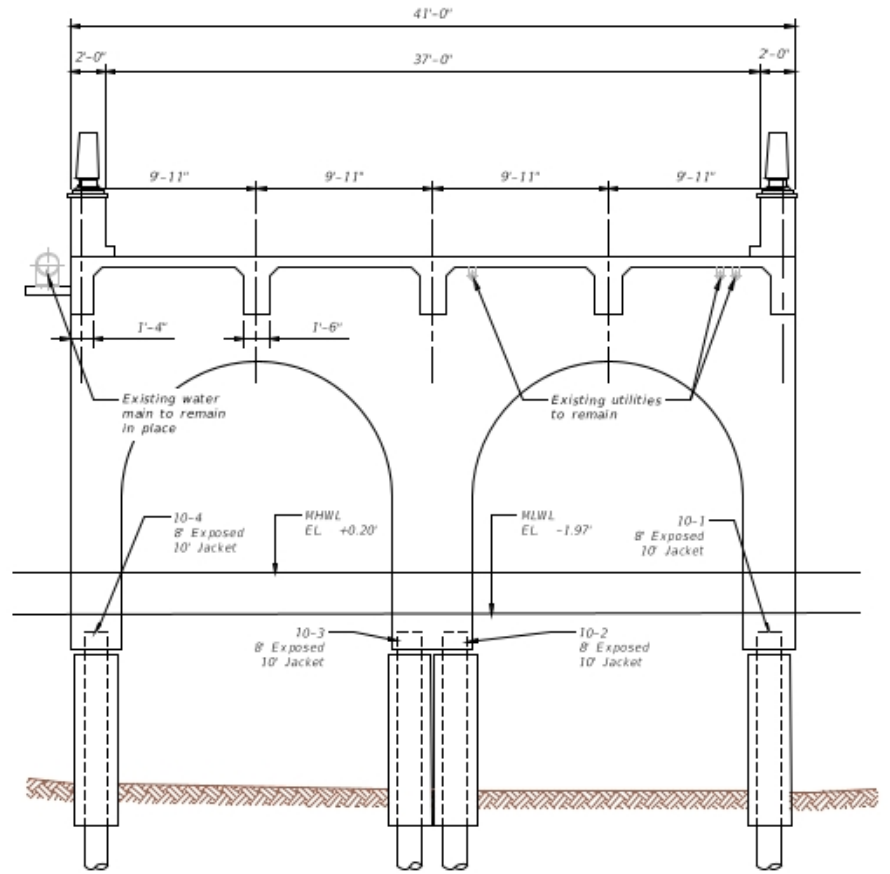
DRAWN BY: AP 09-25  
CHECKED BY: EC 09-25  
DESIGNED BY: AP 09-25  
CHECKED BY: EC 09-25

INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

PROJECT TITLE	PILES JACKETS (4 OF 7)	REF. DWS AS
PROJECT CODE	INDIAN CREEK BRIDGE PILES REHABILITATION	SHEET NO.
		BT-9



INTERMEDIATE BENT 9 SECTION (LOOKING TO WEST)



INTERMEDIATE BENT 10 SECTION (LOOKING TO WEST)

NO WORK IS PROPOSED TO THE EXISTING UTILITIES

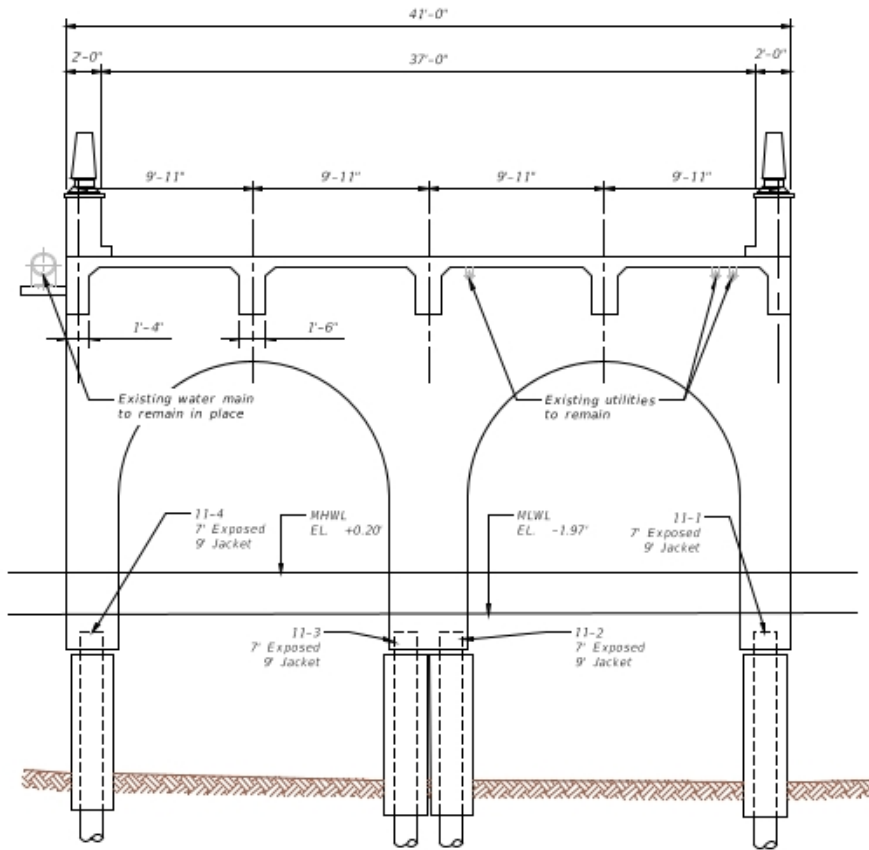
REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

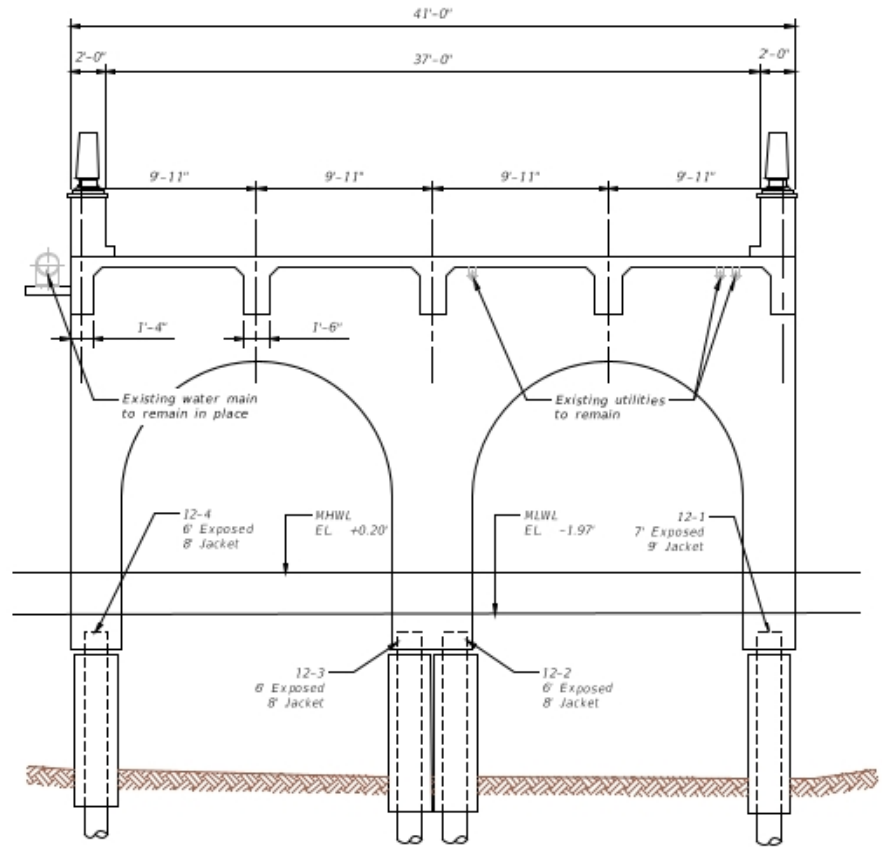
INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

PILES JACKETS (5 OF 7)  
INDIAN CREEK BRIDGE  
PILES REHABILITATION

REV. DATE AS
SHEET NO.
81-10



INTERMEDIATE BENT 11 SECTION (LOOKING TO WEST)



INTERMEDIATE BENT 12 SECTION (LOOKING TO WEST)

NO WORK IS PROPOSED TO THE EXISTING UTILITIES

REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



DRAWN BY: AP 09-25  
CHECKED BY: EC 09-25  
DESIGNED BY: AP 09-25  
CHECKED BY: EC 09-25



INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

SHEET TITLE

OPILES JACKETS (6 OF 7)

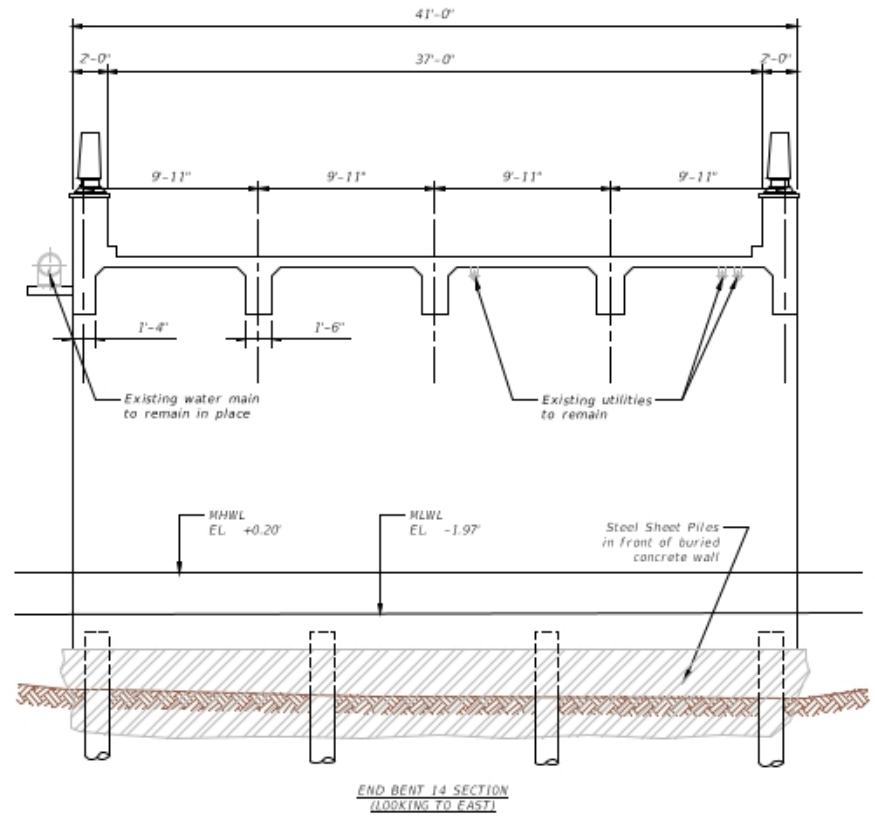
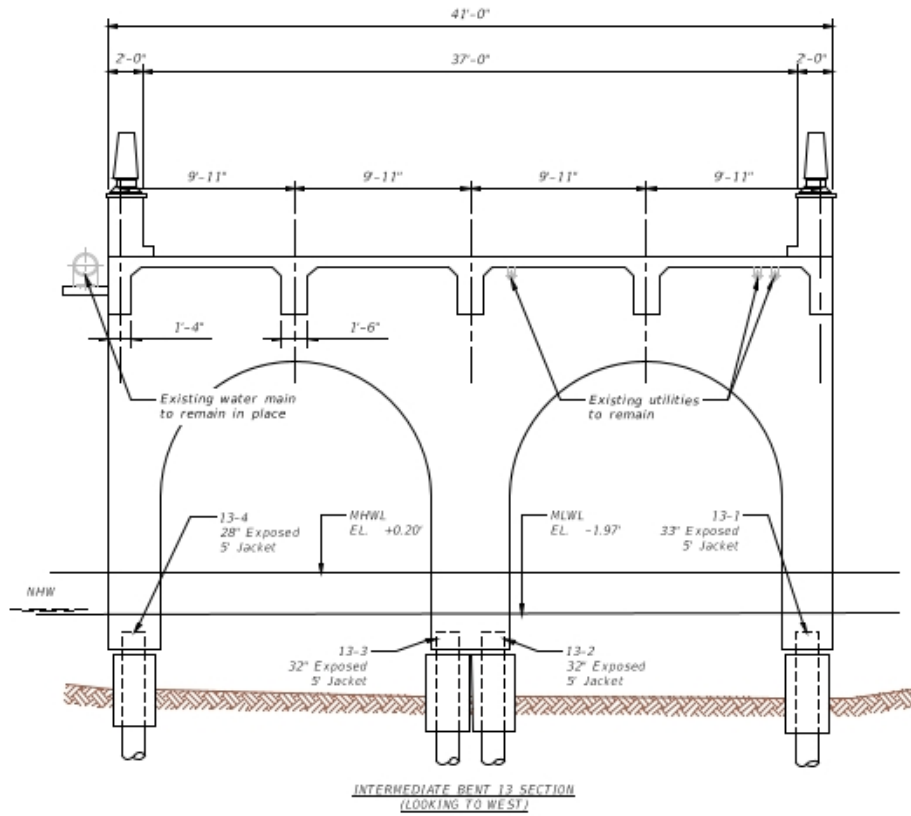
SHEET CODE

INDIAN CREEK BRIDGE  
PILES REHABILITATION

REV. DATE AS

SHEET NO.

01-11



NO WORK IS PROPOSED TO THE EXISTING UTILITIES

REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

DRAWN BY:  
AP 09-25  
CHECKED BY:  
EC 09-25  
DESIGNED BY:  
AP 09-25  
CHECKED BY:  
EC 09-25



INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT

9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

SHEET TITLE

PILES JACKETS (7 OF 7)

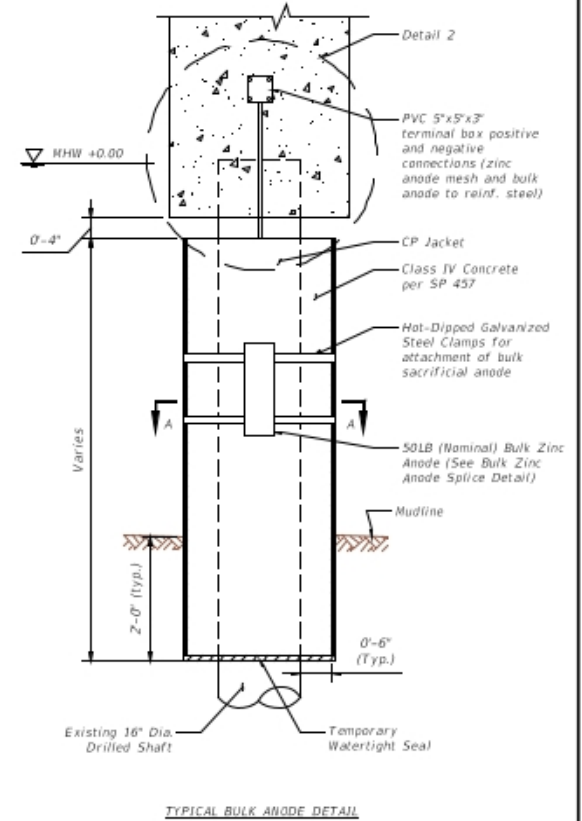
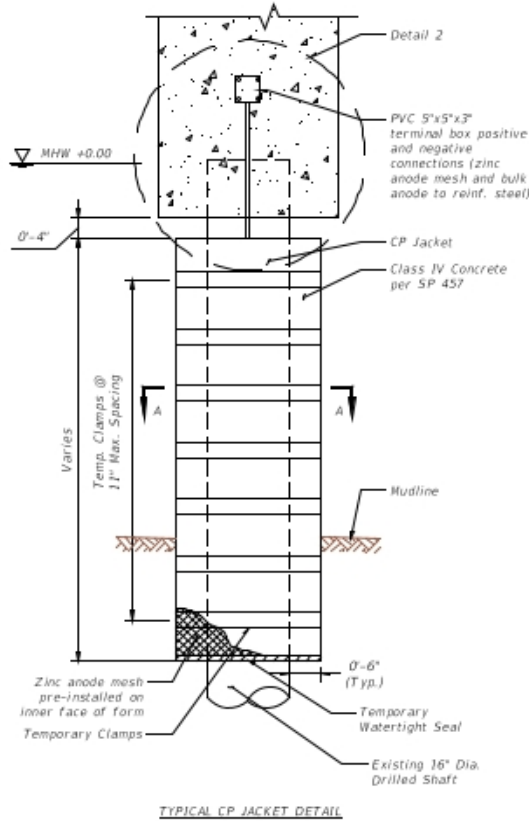
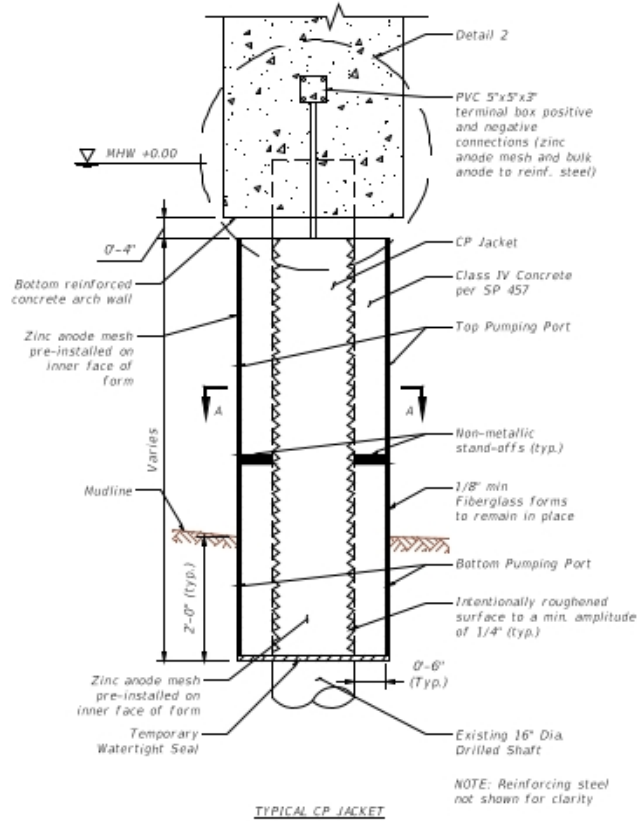
SHEET CODE

INDIAN CREEK BRIDGE  
PILES REHABILITATION

REV. DWS AG

SHEET NO.

81-12



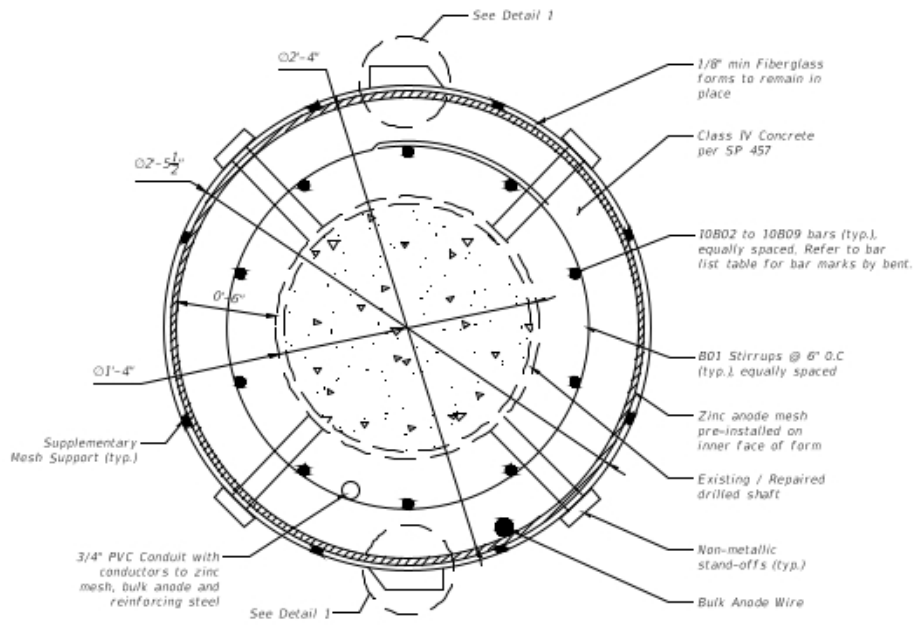
REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

DESIGNED BY: AP 09-25
CHECKED BY: EC 09-25
DESIGNED BY: AP 09-25
CHECKED BY: EC 09-25

INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

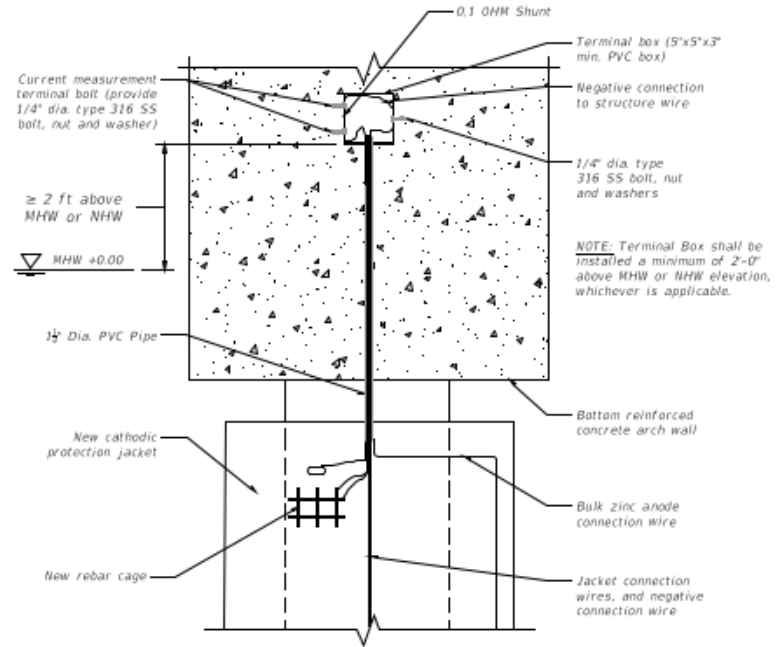
PROJECT TITLE: PILES JACKET DETAILS (1 OF 2)	REV. DWS AS
PROJECT CODE: INDIAN CREEK BRIDGE PILES REHABILITATION	SHEET NO. 81-13



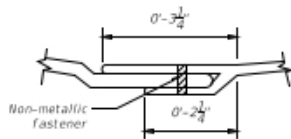
SECTION A-A

(Clamps around form and pumping ports not shown)

NOTES: See T457 (Galvanic Cathodic Protection Jackets)



DETAIL 2



DETAIL 1

REVISORS						 <p>6840 Northwest 77th Court MIAMI, FL 33166</p>	<p>INDIAN CREEK VILLAGE PUBLIC WORK DEPARTMENT</p> <p>9080 Bay Drive INDIAN CREEK VILLAGE, FL 33154</p>	<p>PILES JACKET DETAILS (2 of 2)</p> <p>INDIAN CREEK BRIDGE PILES REHABILITATION</p>	REV. DWS AS	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				SHEET NO.	

ESTIMATED QUANTITIES OF CATHODIC PROTECTION INTEGRAL PILE JACKET (REINFORCED)		
ITEM	UNIT	QUANTITY
CATHODIC PROTECTION INTEGRAL JACKET	LF	422.0
PILE ZINC ANODE ASSEMBLY	EA	44

ESTIMATED QUANTITY OF REINFORCING STEEL (SUBSTRUCTURE)					
BAR ID	BAR SIZE	WEIGHT (LB./FT.)	LENGTH (FT.)	NO. BARS	WEIGHT (LB.)
B01	4	0.668	6.71	888	4004
B02	8	2.670	8.00	70	1495
B03	8	2.670	13.00	30	1041
B04	8	2.670	10.00	150	4005
B05	8	2.670	11.00	80	2350
B06	8	2.670	12.00	20	641
B07	8	2.670	9.00	50	1202
B08	8	2.670	5.00	40	534
TOTAL					15271

REINFORCING BAR LIST																
BENTS	PILES	MARK		LENGTH		NO	TYP	STY		B		C		D		N
		SIZE	DES	FT	IN	BARS	BAR	A	G	FT	IN	FT	IN	FT	IN	NO
PILE JACKETS																
ALL	ALL	4	B01	6 - 9		888	24	-	-	1 - 0		0 - 11		-	-	-
BENT 4	1 TO 4	8	B02	8 - 0		40	1	-	-	8 - 0		-	-	-	-	-
BENT 5	1 TO 3	8	B03	13 - 0		30	1	-	-	13 - 0		-	-	-	-	-
BENT 5	4	8	B04	10 - 0		10	1	-	-	10 - 0		-	-	-	-	-
BENT 6	1 TO 4	8	B05	11 - 0		40	1	-	-	11 - 0		-	-	-	-	-
BENT 7	1 - 2	8	B06	12 - 0		20	1	-	-	12 - 0		-	-	-	-	-
BENT 7	3 TO 6	8	B04	10 - 0		40	1	-	-	10 - 0		-	-	-	-	-
BENT 8	1 TO 4	8	B05	11 - 0		40	1	-	-	11 - 0		-	-	-	-	-
BENT 8	5 - 6	8	B04	10 - 0		20	1	-	-	10 - 0		-	-	-	-	-
BENT 9	1 TO 4	8	B04	10 - 0		40	1	-	-	10 - 0		-	-	-	-	-
BENT 10	1 TO 4	8	B04	10 - 0		40	1	-	-	10 - 0		-	-	-	-	-
BENT 11	1 TO 4	8	B07	9 - 0		40	1	-	-	10 - 0		-	-	-	-	-
BENT 12	1	8	B07	9 - 0		10	1	-	-	9 - 0		-	-	-	-	-
BENT 12	2 TO 4	8	B02	8 - 0		30	1	-	-	8 - 0		-	-	-	-	-
BENT 13	1 TO 4	8	B08	5 - 0		40	1	-	-	5 - 0		-	-	-	-	-

REVISORS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
----	----	-----	----	----	-----
----	----	-----	----	----	-----
----	----	-----	----	----	-----
----	----	-----	----	----	-----

**MARLIN**  
ENGINEERING  
6840 Northwest 77th Court  
MIAMI, FL 33166

INDIAN CREEK VILLAGE  
PUBLIC WORK DEPARTMENT  
9080 Bay Drive  
INDIAN CREEK VILLAGE,  
FL 33154

SUMMARY OF QUANTITIES  
INDIAN CREEK BRIDGE  
PILES REHABILITATION

REV. DATE	AS
SHEET NO.	81-15

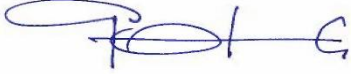
## **ITEM 6**

**CONSIDERATION OF AN  
APPLICATION FOR APPROVAL  
OF A DEVELOPMENT ORDER  
FOR INDIAN CREEK COUNTRY  
CLUB IMPROVEMENTS.**



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

### MEMORANDUM

**TO:** Mayor, Vice-Mayor, and Honorable Members of the Council of Indian Creek Village  
**FROM:** Guillermo Olmedillo, Village Manager   
**DATE:** May 21, 2026  
**TITLE:** Indian Creek Country Clu Development Request

---

### REQUEST

Indian Creek Country Club (the “Club”) has submitted a request to the Village seeking approval to construct of various new structures as well as revisions to the site surrounding the Clubhouse on the 227-acre golf course property (the “Property”). These improvements include but are not limited to a new entry feature wall, bag drop building, reconfigured driveway and parking areas as well as landscape improvements.

The Club’s request is made pursuant to Article 4.A.(5)(a) of the Village’s Land Development Regulations, which requires Council approval for the work.

### ANALYSIS

The proposal is consistent with the Village’s “Recreational” designation under the Village’s Comprehensive Plan. With the exception of a significant parking deficiency, the proposed improvements are generally compatible with the existing improvements on the Property as well as the surrounding residential neighborhood. The parking deficiency occurs primarily during special events, which generate a large number of vehicles, including service vehicles, which cannot be accommodated on site.

### RECOMMENDATION.

The recommendation is for approval of the request subject to the following conditions:

1. Subject to any revisions noted below, all work shall be done and maintained in strict conformity with the plans titled, Indian Creek Country Club, as prepared by Peacock & Lewis, dated 02/09/2026, containing 25 sheets.
2. The existing tandem parking configuration for areas located west of the tennis courts and abutting the roadway must be modified to incorporate a landscape buffer of at least 3 feet in width adjacent to the roadway.

3. All parking spaces and drive lanes on the entire Clubhouse site must meet the minimum standards established under Chapter 33-122 of the Miami-Dade County Code and all parking on Clubhouse site must be on paved surfaces.
4. The use of the Club property shall be strictly limited to the Club members and their guests without any fee or charge. This limitation specifically prohibits the use of the Club property, including the Clubhouse and golf course for events for which the Club receives any remuneration directly or indirectly from the guests or invitees or any group of which they are a member, including not-for-profit charitable organizations.
5. Except at New Year's or Independence Day, no exterior use of fireworks or other pyrotechnics shall occur on the Property or from any vessel or barge serving the Club without the prior consent of the Council. Additionally, at no time shall the Club be used for the display, entertainment or use of animals other than household or similar pets without Council approval.
6. The existing temporary canopy structure used as a croquet-shelter shall be removed or replaced with a permanent structure approved by the Village Council. The removal shall occur no later than January 1, 2028.
7. The Club shall strictly comply with all Village ordinances and regulations governing the use of the Property, including but not limited to the Village's Land Development Regulations.
8. The Club shall provide the Village with a recordable restrictive covenant running with the land which incorporates each of the foregoing conditions and all legally available enforcement mechanisms and remedies.

# **ORDINANCES**



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

### MEMORANDUM

**TO:** Mayor, Vice-Mayor, and Honorable Members of the Council of Indian Creek Village  
**FROM:** Guillermo Olmedillo, Village Manager  
**DATE:** May 21, 2026  
**TITLE:** EAR-Based Amendments to the Comprehensive Development Plan.

---

### REQUEST

Approval and adoption of the EAR-based amendments to the Village's Comprehensive Master Development Plan.

### ANALYSIS

Section 163.3191, Florida Statutes, directs local governments to adopt an evaluation and appraisal report once every seven (7) years to assess the progress in implementing the local government's comprehensive plan.

The attached update was prepared to comply with statutory changes and the local changing conditions.

### RECOMMENDATION.

Approval of the EAR-Based Amendments by the Village Council of Indian Creek Village.

### ATTACHMENTS:

Resolution # 883

Ordinance # 242

**ORDINANCE NO. 2026-242**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, PROVIDING FOR EVALUATION AND APPRAISAL BASED AMENDMENTS TO THE COMPREHENSIVE PLAN AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3191(1)), FLORIDA STATUTES; PROVIDING FOR TRANSMITTAL; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to F.S. 163.3191(1), at least once every 7 years ("Evaluation and Appraisal Cycle"), each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in Part II of Chapter 163, Florida Statutes, since the last update of the local government's comprehensive plan, and notify the state land planning agency as to its determination; and

**WHEREAS**, the Village Council of Indian Creek Village recognizes that, periodically, it is necessary to amend the Village's Comprehensive (the "Plan") in order to ensure that the Plan is current and consistent with the Village's planning and regulatory needs; and

**WHEREAS**, Indian Creek Village has completed and adopted its Evaluation and Appraisal of the Comprehensive Plan consistent with the requirements of Chapter 163; and

**WHEREAS**, the Village Council finds that the proposed evaluation and appraisal based text amendments, attached hereto as Exhibit "A", and incorporated herein by reference, will help strengthen the Village's long-term ability to protect its quality of life; and

**WHEREAS**, the Village Council desires to comply with state law and adopt the text amendments to the Village's Comprehensive Plan in the form prescribed by law; and

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Adoption of Comprehensive Plan Amendments. The Village Council hereby adopts the Village of Indian Creek's 2035/2045 Comprehensive Plan. A copy is attached as Exhibit "A".

Section 3. Transmittal. Village of Indian Creek staff is authorized to transmit certified copies of this Ordinance containing these proposed amendments and the proposed Comprehensive Plan to the Florida Commerce Department, all other units of local government and governmental agencies as required by Florida law for review after a vote on first reading of the Ordinance.

Section 4. Inclusion in the Comprehensive Plan. It is the intention of the Village Council, and it is hereby ordained that the amendments to the Comprehensive Plan made by this Ordinance shall become part of the Comprehensive Plan of the Village of Indian Creek.

Section 5. Conflicts. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed.

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

Section 7. Effective Date. This Ordinance shall be effective immediately upon passage by the Village Council on second reading, except that the effective date of these plan amendments approved by this Ordinance shall be the date a final order is issued by the Florida Commerce Department finding the plan amendments in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. The Florida Commerce Department, notice of intent to find the plan amendments in compliance shall be deemed to be a final order if no timely petition challenging the plan amendments is filed.

**PASSED** on the first reading on the 20<sup>th</sup> day of May, 2026.

**PASSED AND ADOPTED** on the second reading on the \_\_day of \_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



# *INDIAN CREEK VILLAGE, FLORIDA*

## *2026 Comprehensive Plan*





## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

**TO:** Mayor, Vice-Mayor, and Honorable Members of the Council of Indian Creek Village  
**FROM:** Guillermo Olmedillo, Village Manager  
**DATE:** May 21, 2026  
**RE:** Lot X FLUM Change

---

### **REQUEST**

The Village has initiated a request to amend the Comprehensive Plan Land Use designation for the property located at approximately 9100 Bay Drive (designated by Folio number 21-2235-002-0050) (the “Property”) from Public Buildings and Grounds to Single Family Residential.

### **BACKGROUND**

The Property is owned by Indian Creek Country Club (the “Club”). The Original designation of the Property as Public Building and Grounds dates back to a time when the site was being used by the Village under a lease and extensions dating back to June 7, 1939. That lease was terminated nearly two decades ago. Since that time, the Property has had no use other than incidental use by the Club as storage of golf course materials.

During the Village’s recent process of performing its seven-year “EAR” based amendments to its Comprehensive Master Plan, it was determined that the Lot X designation should be changed to a category more consistent with the surrounding uses.

### **ANALYSIS**

The present use of the property is not compatible with the character of other properties fronting on Bay Drive. More importantly, the Property is privately owned and not used for public purposes. Therefore, the most appropriate designation is Single Family Residential to be consistent and compatible with adjacent and surrounding properties.

### **RECOMMENDATION.**

Approval of the amendment to the Village’s Comprehensive Plan Future Land Use Plan designation from Public Buildings and Grounds to Single Family Residential.

**ORDINANCE NO. 2026-243**

**AN ORDINANCE OF INDIAN CREEK VILLAGE, FLORIDA, APPROVING A SMALL-SCALE AMENDMENT TO THE VILLAGE’S FUTURE LAND USE MAP (FLUM) DESIGNATION FOR THE PROPERTY LOCATED AT APPROXIMATELY 9100 BAY DRIVE (DESIGNATED PROPERTY FOLIO NO. 21-2235-002-0050) FROM “PUBLIC BUILDINGS AND GROUNDS” TO “SINGLE FAMILY RESIDENTIAL”; PROVIDING FOR AUTHORIZATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the “Village”) is proposing to amend the Village’s Future Land Use Map (“FLUM”) to change the FLUM designation of the parcel identified by Folio No. 21-2235-002-0050 (the “Property”) from “Public Buildings and Grounds” to “Single Family Residential” to align the Property with all other existing residential single family properties located along Bay Drive. The Property is legally described in Exhibit “A” attached hereto (the “FLUM Amendment”); and

**WHEREAS**, Village Staff prepared a Staff Report and Recommendation containing data and analysis supporting the FLUM Amendment; and

**WHEREAS**, pursuant to the Village’s Code of Ordinances and Section 163.3174(4), Florida Statutes, the Village Council, sitting as the Local Planning Agency (“LPA”), conducted a duly noticed public hearing on May 20, 2026, and considered the proposal, the Staff Report, and public comment, and recommended approval of the FLUM Amendment; and

**WHEREAS**, after due notice, the Village Council conducted a public hearing on May 20, 2026, and considered the LPA recommendation, the Staff Report, and public comments, and found that the FLUM Amendment meets the requirements of applicable law, is consistent with the Village’s Comprehensive Plan, and furthers the Plan’s goals, objectives, and policies; and

**WHEREAS**, the Village Council further finds that the proposed change will not adversely affect the public health, safety, and welfare and is, in fact, the appropriate and compatible land use.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE:**

**Section 1. Recitals.** The above Recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2.**     **Decision.** The Village Council hereby approves an amendment to the Village’s FLUM to change the designation of the Property identified by Folio No. 21-2235-002-0050 from “Public Buildings and Grounds” to “Single Family Residential”.

**Section 3.**     **Authorization.** The Village Manager is hereby authorized to make the necessary changes to the Village’s Comprehensive Plan FLUM to reflect the FLUM Amendment approved by this Ordinance.

**Section 4.**     **Conflicts.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

**Section 5.**     **Severability.** 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 6.**     **Effective Date.** This Ordinance shall become effective immediately upon adoption, except that, pursuant to Section 163.3187(5)(c), Florida Statutes, the FLUM Amendment adopted by this Ordinance shall not become effective until thirty one (31) days from adoption. If timely challenged, the FLUM Amendment adopted by this Ordinance may not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining that the adopted small scale development amendment is in compliance with Section 163.3184, Florida Statutes. Moreover, this FLUM Amendment is conditioned upon the final adoption of certain EAR-based amendments being considered and acted upon contemporaneously with this Ordinance.

**PASSED** on the first reading on the 21st day of May, 2026.

**PASSED AND ADOPTED** on the second reading on the \_\_\_\_\_ day of June 2026.

---

BERNARD KLEPACH  
MAYOR

ATTEST:

---

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOT X, AMEND PLAT ALTOS DEL MAR AT PLAT BOOK 34  
PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE  
COUNTY, FLORIDA.



# Indian Creek Village 2035/45 Future Land Use Map



## Legend

Land Use		
Boundary	Single Family Residential	Public Buildings & Grounds
Lot Numbers	Public Recreational	Other Facilities



0 225 450 900 Feet

Date: 17 October 2024



## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Guillermo Olmedillo, Village Manager

**DATE:** May 21, 2026

**TITLE:** Sanitary Sewer Utility Fund

---

### **ISSUE:**

Indian Creek Village is in the process of constructing and installing a Village-wide Sanitary Sewer System intended to serve all properties on the Island within the Village boundaries (the “System”).

To operate and manage the system, the Village will create a Sanitary Sewer Utility.

### **RESOURCE IMPACT.**

The Sanitary Sewer Utility will be funded with user fees imposed for the cost of providing sanitary sewer service to all property owners on the Island within the Village. The fees collected shall be maintained in a separate enterprise fund designated as the “Sanitary Sewer Utility Fund”. All revenues and expenses for the System shall be allocated to the Fund.

### **RECOMMENDATION.**

Approval of the first reading of the attached Ordinance.

### **ATTACHMENT**

Ordinance # 245

**ORDINANCE NO. 2026-244**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, ADOPTING THE VILLAGE'S TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN PURSUANT TO SECTION 163.3177(6)(c), FLORIDA STATUTES, AS AN AMENDMENT TO THE VILLAGE'S COMPREHENSIVE PLAN; DIRECTING TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3177(6)(c), Florida Statutes, requires each local government located within a regional water supply planning area to include within its adopted Comprehensive Plan a Water Supply Facilities Work Plan (the “Work Plan”) covering a planning period of not less than ten (10) years; and

**WHEREAS**, Section 163.3177(6)(c)3., Florida Statutes, further provides that the Work Plan shall identify traditional and alternative water supply projects and conservation and reuse programs necessary to meet projected water demands within the local government’s jurisdiction, and shall be updated at a minimum every five (5) years within eighteen (18) months after the governing board of the applicable water management district approves an updated regional water supply plan; and

**WHEREAS**, Indian Creek Village (the “Village”) is located within the Lower East Coast Water Supply Planning Area administered by the South Florida Water Management District (“SFWMD” or the “District”), and is therefore subject to the water supply planning requirements of Chapter 163, Part II, and Chapter 373, Florida Statutes; and

**WHEREAS**, the SFWMD Governing Board, pursuant to Section 373.709, Florida Statutes, approved the 2023–2024 Lower East Coast Water Supply Plan Update (SFWMD Order No. 2024-069-FOF) on September 24, 2024, which establishes projected water demands and identifies water supply sources and development projects for the planning area through the year 2045; and

**WHEREAS**, Section 163.3177(6)(c)3., Florida Statutes, requires the Village to adopt an updated Work Plan as a Comprehensive Plan amendment within eighteen (18) months of the SFWMD Governing Board’s approval of the 2023–2024 Lower East Coast Water Supply Plan Update, establishing an adoption deadline of March 24, 2026; and

**WHEREAS**, potable water service within the Village is provided by Miami-Dade County Water and Sewer Department (“WASD”), a regional public water utility, and the Village does not own, operate, or maintain independent water supply wells, treatment facilities, or distribution infrastructure; and

**WHEREAS**, the Village has prepared a Ten-Year Water Supply Facilities Work Plan (the “Work Plan”), which addresses current and projected water demands within the Village’s jurisdiction for a ten-year planning period, identifies the water supply sources and facilities necessary to serve existing and new development, and is consistent with the 2023–2024 Lower East Coast Water Supply Plan Update; and

**WHEREAS**, the Village Council, acting as the Local Planning Agency of the Village, has reviewed the proposed Work Plan, has found it to be consistent with the goals, objectives, and policies of the Village’s Comprehensive Plan, and has recommended approval thereof; and

**WHEREAS**, the Village Council has determined that the adoption of the Ten-Year Water Supply Facilities Work Plan as an amendment to the Village’s Comprehensive Plan is necessary to comply with the requirements of Section 163.3177(6)(c), Florida Statutes, and is in the best interest 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:**

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

**Section 2.      Adoption of Ten-Year Water Supply Facilities Work Plan.** Pursuant to Section 163.3177(6)(c), Florida Statutes, the Village Council hereby adopts the Ten-Year Water Supply Facilities Work Plan, attached hereto and incorporated herein as Exhibit “A,” as an

amendment to the Village’s adopted Comprehensive Plan. The Work Plan addresses the Village’s current and projected potable water demands for a planning period of not less than ten (10) years and is consistent with the 2023–2024 Lower East Coast Water Supply Plan Update approved by the South Florida Water Management District Governing Board on September 24, 2024 (SFWMD Order No. 2024-069-FOF).

**Section 3. Transmittal.** The Village Clerk is hereby directed to transmit a copy of this Ordinance, together with the Ten-Year Water Supply Facilities Work Plan attached hereto as Exhibit “A,” to the Florida Department of Commerce and the South Florida Water Management District within ten (10) days of adoption, in accordance with Section 163.3187(5)(a), Florida Statutes.

**Section 4. Amendments To Comprehensive Plan Elements.** The relevant elements of the Village’s Comprehensive Plan, including but not limited to the Infrastructure Element (Potable Water Sub-Element) and the Conservation Element, are hereby amended to incorporate the goals, objectives, policies, and data and analysis set forth in the Ten-Year Water Supply Facilities Work Plan attached hereto as Exhibit “A.”

**Section 5. Severability.** 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 6. 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 7. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

**PASSED** on the first reading on the 21<sup>st</sup> day of May 2026.

**PASSED AND ADOPTED** on the second reading on the \_\_\_\_\_ day of June 2026.

---

BERNARD KLEPACH  
MAYOR

ATTEST:

---

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

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

Indian Creek Village  
2024 WSP Update  
LPA Meeting:  
1<sup>st</sup> Reading:  
Adoption:



## INDIAN CREEK VILLAGE

### 2024 10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE





## INDIAN CREEK VILLAGE REGULAR COUNCIL MEETING

---

**TO:** Honorable Members of the Council of Indian Creek Village

**FROM:** Guillermo Olmedillo, Village Manager

**DATE:** May 21, 2026

**TITLE:** Sanitary Sewer Utility Fund

---

### **ISSUE:**

Indian Creek Village is in the process of constructing and installing a Village-wide Sanitary Sewer System intended to serve all properties on the Island within the Village boundaries (the “System”).

To operate and manage the system, the Village will create a Sanitary Sewer Utility.

### **RESOURCE IMPACT.**

The Sanitary Sewer Utility will be funded with user fees imposed for the cost of providing sanitary sewer service to all property owners on the Island within the Village. The fees collected shall be maintained in a separate enterprise fund designated as the “Sanitary Sewer Utility Fund”. All revenues and expenses for the System shall be allocated to the Fund.

### **RECOMMENDATION.**

Approval of the first reading of the attached Ordinance.

### **ATTACHMENT**

Ordinance # 245

**ORDINANCE NO. 2026-245**

**AN ORDINANCE OF INDIAN CREEK VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES BY CREATING ARTICLE IV, SANITARY SEWER SYSTEM; PROVIDING FOR FEES, ESTABLISHING RATES AND USE OF FUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Indian Creek Village (the “Village”) is in the process of constructing and installing a Village-wide sanitary sewer system intended to serve all properties on the Island within the Village boundaries (the “System”); and

**WHEREAS**, the Village intends to construct, operate, maintain and repair the System with user fees collected from all users of the System; and

**WHEREAS**, the Village Council wishes to adopt this Ordinance to create a Sanitary Sewer Utility principally for the purpose of establishing a fee to fund the cost of the System.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE:**

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

**Section 2.** **Creating Article IV, Sanitary Sewer System, of the Village Code.** That the Code of Indian Creek Village, Florida is hereby amended by adding Article IV, “Sanitary Sewer System”, and by adding sections to be numbered 26-132 through 26-135, which reads as follows:<sup>1</sup>

---

<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.

#### **ARTICLE IV. – SANITARY SEWER SYSTEM**

**Sec. 26-132 – Utility.** There is hereby established an enterprise which may be operated as a department of the Village administration and will be known as the Indian Creek Village Sanitary Sewer Utility.

**Sec. 26-133 – Fee.** The Sanitary Sewer Utility will be funded with user fees (the “Fees”) imposed for the cost of providing sanitary sewer service to all property owners on the Island within the Village. The fees collected shall be maintained in a separate enterprise fund designated as the “Sanitary Sewer Utility Fund” (the “Fund”). All revenues and expenses for the System shall be allocated to the Fund.

**Sec. 26-134 – Use of Funds.** The Fees shall be used to pay for the construction, operation, maintenance, repairs and replacement of the System as authorized by the Village Council and otherwise permitted by law. The Village Council shall have the expressed authority to assign and pledge the revenues of the Fund to secure any indebtedness incurred or bonds issued by the Village for the construction, operation, maintenance and/or replacement of the System.

**Sec. 26-135 – Rates.** The initial rates for the fees and all adjustments thereafter shall be based upon an independent professionally prepared rate study which may provide for a residential and non-residential classification. The rates shall be set at amounts necessary to fully fund the service provided, including capital reserves. The rates shall be set by resolution of the Village Council and may be adjusted from time to time as determined by the Village Council.

**Sec. 26-136 – Payment of Fees.** The Fees shall be charged to each user of the System. The Fees shall be billed directly to each user or included with the users’ tax bill issued by Miami-Dade County. The failure to pay the Fees shall result in a lien upon the property and may be collected in the same manner as unpaid municipal assessments. Failure to timely pay the Fees may result in

the cessation of service to the user as determined by the Village Council. Delinquent amounts shall bear interest at the highest rate legally permissible, and the user shall be liable for all costs of collection, including legal fees.

**Section 3. Codification.** 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 4. 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 5. Severability.** 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 6. Effective Date.** This Ordinance shall be effective immediately upon adoption on second reading.

**PASSED** on the first reading on the 21<sup>st</sup> day of May, 2026.

**PASSED AND ADOPTED** on the second reading on the \_\_\_\_\_ day of June 2026.

---

BERNARD KLEPACH  
MAYOR

ATTEST:

---

ROSEANN PRADO, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

---

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

**ADJOURNMENT**