

**City Council Regular Meeting
Tuesday, April 9, 2019 1:00 pm
City Hall 201 Paradise Path**

Mayor William A. Cathey

**Councilman Bill McGlothlin
Councilwoman Linda Albrecht**

**Councilman Jerry Wallace
Councilman Rex Putnal**

1. Planning and Zoning
 - a. Replat Request- 512 Hwy 98
 - b. Lot Split Request 508 Oleander
2. Project Status Updates
3. Ordinance 718

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA, MODIFYING AND READOPTING ORDINANCE 709 THAT GENERALLY RELATED TO ALLOWING RECREATIONAL VEHICLES AND CAMPERS TO BE PLACED ON CERTAIN RESIDENTIAL LOTS FOR AND ALLOWING FOOD TRUCKS AND MODULAR BUILDINGS TO BE PLACED AT CERTAIN COMMERCIAL LOCATIONS; EXTENDING THE FOOD TRUCK AND COMMERCIAL MODULAR BUILDING RULES TO TWO YEARS; ALLOWING FOR OTHER TEMPORARY COMMERCIAL STRUCTURES AND FACILITIES UPON APPLICATION TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- a. Motion to read Ordinance 718 by title only.

4. Ordinance 719

AN ORDINANCE OF MEXICO BEACH, FLORIDA AMENDING THE MEXICO BEACH CODE TO REPEAL CHAPTER 152 FLOODPLAIN REQUIREMENTS AND ORDINANCE 712 REGARDING FLOODPLAIN AND BUILDING REQUIREMENTS; AMENDING THE MEXICO BEACH LAND DEVELOPMENT REGULATIONS TO ADOPT A NEW SECTION 4.05.00 FLOODPLAINS CONTAINING AN AMENDED VERSION OF THE RULES PREVIOUSLY PROVIDED BY CHAPTER 152 OF THE MEXICO BEACH CODE; TO AMEND PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO RESTATE AND RE-ADOPT PREVIOUSLY ADOPTED TECHNICAL AMENDMENTS

TO THE FLORIDA BUILDING CODE IN THE FLOODPLAINS CHAPTER OF THE LAND DEVELOPMENT CODE; TO AMEND SUCH TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE TO RELY ON THE 0.2% (500) FLOOD HAZARD AREAS (SHADED ZONE X) WITHOUT REFERENCE TO FEMA'S "DRAFT BEST AVAILABLE DATA MAP" AS IT EXISTED ON THE EFFECTIVE DATE OF ORDINANCE 712; RELOCATING UNSHADED X ZONE REQUIREMENT TO BUILD 12 INCHES ABOVE CROWN OF ROAD TO SECTION 4.06.02 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

- a. Motion to read Ordinance 719 by title only.
5. Stormwater Ordinance Discussion
6. Commercial Development Order-Ice Machine
7. Dewberry Task Orders
 - a. Professional Services- General Engineering
 - b. Professional Services- Marina Repairs
8. Award for Salt Creek Crossing
9. Award for Water Plant Electrical Component Repairs
10. Award for MX-1 Master Lift Station
11. Meeting Location
12. Department Reports
13. Miscellaneous
 - a. Special Meeting to Award Bids April 18, 2019 @ 1pm.

*You are hereby notified that in accordance with Florida Statutes, you have a right to appeal any decision made by the Council with respect to any matter considered. You may need to insure that a verbatim record of the proceedings is made which may need to include evidence and testimony upon which the appeal is based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact Adrian Welle, City Clerk, at 114 North 22nd Street, Mexico Beach, Florida 32456; or by phone at (850) 648-5700 at least five calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System, which can be reached at 1-800-955-8770 (TDD).



City of Mexico Beach
P.O. Box 13425
Mexico Beach, FL 32410
Phone: 850-648-5700
Fax: 850-648-8768

REPORT TO CITY OF MEXICO BEACH CITY COUNCIL

FROM: Tanya Castro, City Administrator
TO: City of Mexico City Council
RE: 512-B Hwy 98, Replat
DATE: March 29, 2019

PROCEDURAL ISSUES: A public meeting will be held before the Planning & Zoning Board on Monday, April 1, 2019 and a second public meeting will be held on Tuesday, April 9, 2019 before the City Council.

REQUESTED ACTION: The current property owners wish to divide their lot and sell half to each of the two bordering townhomes, essentially reducing three townhomes to two townhomes.

PETITIONERS/OWNERS:

John and Martha Banna
3802 Fox Glen Ct. NE
Brookhaven, GA 30319

LOCATION: The subject property is located at 512-B Hwy 98.

CASE SUMMARY: The property located at 512-B Hwy 98, was part of a three unit townhome building with fee simple ownership for each of the three separate unit owners. The homes were destroyed during Hurricane Michael. The owner has decided not to rebuild. The Petitioners request would replat the three parcels into two thus reducing density for these parcels.

PETITIONERS' COMMENTS: The Petitioners have indicated that they wish to divide the lot into two equal halves and sell one half to the owners on the left and one half to the owners on the right.

CONFORMANCE TO COMPREHENSIVE PLAN: The Comprehensive Plan provides for the replat of lots and the reduction of density.

ADJACENT LAND USE CONSIDERATIONS:

<u>Direction</u>	<u>Land Use</u>	<u>Current Zoning</u>
On-Site	Single-Family	Low Density Residential
North	Single-Family	General Residential
South	Conservation	Conservation
East	Single-Family	Low Density Residential
West	Single-Family	Low Density Residential

APPLICABLE REGULATIONS:

Section 3.07.00 of the Land Development Regulations

To qualify for a subdivision of platted property, any resulting lots must meet all the requirements of the City of Mexico Beach Comprehensive Plan and Land Development Regulations and must conform to the physical characteristics of the neighborhood where located.

Section 2.02.02.C of the Land Development Regulations

Table of Density and Dwelling Unit Types for Low Density Residential. Low Density allows 6 Dwelling Units per 1 Acre.

ANALYSIS: The subject parcel is .041 and the bordering parcels are .065 each.

STAFF RECOMMENDATION: Staff recommends approval of the replat due to the fact that the request meets the requirements of the Land Development Code and reduces density in Low Density Residential.

ATTACHMENTS:

1. Replat letter and map



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REPORT TO CITY OF MEXICO BEACH CITY COUNCIL

FROM: Tanya Castro, City Administrator
TO: City of Mexico City Council
RE: 508 Oleander Ave.
DATE: March 29, 2019

PROCEDURAL ISSUES: A public meeting will be held before the Planning & Zoning Board on Monday, April 1, 2019 and a second public meeting will be held on Tuesday, April 9, 2019 before the City Council.

REQUESTED ACTION: The current property owners wish to split the lot into two equal lots.

PETITIONERS/OWNERS:

Marie K Whaley
P.O. Box 13275
Mexico Beach, FL 32410

James W. Spencer
800 N 15th St.
Mexico Beach, FL 32456

LOCATION: The subject property is located at 508 Oleander Avenue.

CASE SUMMARY: The property located at 508 Oleander Avenue contained a duplex on a single lot. Each duplex was independently owned. The homes were destroyed during Hurricane Michael. The Petitioners' request would divide one parcel into two although the density prior to the storm remains the same, two dwelling units.

PETITIONERS' COMMENTS: The Petitioners have indicated that they wish to divide the lot into two equal halves.

CONFORMANCE TO COMPREHENSIVE PLAN: The Comprehensive Plan does not prohibit lot splits.

ADJACENT LAND USE CONSIDERATIONS:

<u>Direction</u>	<u>Land Use</u>	<u>Current Zoning</u>
On-Site	Single-Family	General Residential
North	Single-Family	General Residential
South	Single-Family	Low Density Residential
East	Single-Family	General Residential
West	Vacant	General Residential

APPLICABLE REGULATIONS:

Section 3.07.00 of the Land Development Regulations

To qualify for a subdivision of platted property, any resulting lots must meet all the requirements of the City of Mexico Beach Comprehensive Plan and Land Development Regulations and must conform to the physical characteristics of the neighborhood where located.

Section 2.02.02.C of the Land Development Regulations

Table of Density and Dwelling Unit Types for General Residential. General Residential allows 6 Dwelling Units per 1 Acre.

ANALYSIS: The subject parcel is .172.

STAFF RECOMMENDATION: While there would be no change in overall density since two dwelling units would remain two dwelling units, the new lots size would not meet density requirements for a single dwelling unit in general residential zoning.

ATTACHMENTS:

1. Lot split letters

ORDINANCE 718

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA, MODIFYING AND READOPTING ORDINANCE 709 THAT GENERALLY RELATED TO ALLOWING RECREATIONAL VEHICLES AND CAMPERS TO BE PLACED ON CERTAIN RESIDENTIAL LOTS FOR AND ALLOWING FOOD TRUCKS AND MODULAR BUILDINGS TO BE PLACED AT CERTAIN COMMERCIAL LOCATIONS; EXTENDING THE FOOD TRUCK AND COMMERCIAL MODULAR BUILDING RULES TO TWO YEARS; ALLOWING FOR OTHER TEMPORARY COMMERCIAL STRUCTURES AND FACILITIES UPON APPLICATION TO THE CITY COUNCIL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 10, 2018, Hurricane Michael struck the City of Mexico Beach (the “City”) as a Category 4 hurricane resulting in massive damages to private and public property, as well as public infrastructure;

WHEREAS, the residents and the citizens of the City sustained massive damages and most buildings were made uninhabitable; and

WHEREAS, the City previously adopted Ordinance 709 tolling certain times limits during the previously established building moratorium, allowing recreational vehicles and campers to be placed on certain residential lots for 365 days, and allowing food trucks and modular buildings to be placed at certain commercial locations for 365 days; and

WHEREAS, the City has made substantial progress toward cleaning up the City and restoring basic infrastructure in the City, but hurricane recovery will be ongoing for many more months and the need for business services in temporary structures and facilities will extend beyond the time allowed by Ordinance 709; and

WHEREAS, the City wishes to extend the original one year time allowed for temporary commercial structures and facilities to two years; and

WHEREAS, the City wishes to allow for the possibility of business services in temporary structures and facilities in addition to food trucks and modular buildings when the City Council determines that the proposal meets or exceeds the aesthetics and safety characteristics of a food truck or modular building and does not create a greater burden on public resources; and

WHEREAS, the City wishes to modify and readopt the rules provided by Ordinance 709 to account for the expiration of the building moratorium and to eliminate rules that are no longer in effect due to the passage of time; and

WHEREAS, the City Council hereby finds that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH, FLORIDA:

ARTICLE 1. AMENDMENT AND RE-ADOPTION OF ORDINANCE 709. The text of Ordinance 709 of the the City of Mexico Beach is hereby amended and readopted as as follows, with new text **bold and underlined** and deleted text stricken:

SECTION 1. FINDINGS OF FACT. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

SECTION 2. RESIDENTIAL USES. The following special rules shall apply for the use of residentially zoned lots and other lots that were the location of a home prior to Hurricane Michael:

A. The City normally allows a recreational vehicle or camper to be placed on and inhabited for six months on a parcel where the construction of home is occurring. **Any day prior to February 8, 2019 shall not count toward this allowable six-month period** ~~During the building moratorium adopted November 6, 2018, this six-month time period shall not begin running.~~

B. Recreational vehicles and campers may be placed on and inhabited on lots where a home was located prior to Hurricane Michael but is now either destroyed or damaged to point of being uninhabitable, provided the following conditions are met (but not mobiles homes, which are residential units constructed to standards promulgated by the U.S. Department of Housing and Urban Development (HUD)):

1. The lot must be a location with a home will be built or the existing home will be repaired with construction or repairs reasonably anticipated to be completed in 2019.

2. Only the owner of the lot or the tenant immediately before Hurricane Michael, as well as their respective immediate family, may inhabit the recreational vehicle or camper place on the lot.

3. The recreational vehicle or camper may not be placed on a lot until the City has granted a permit, which shall not be issued unless the owner or the owner and tenant jointly apply and provide proof of ownership of the lot and that the requirements of this ordinance will be met. All such permits shall expire **March 11, 2019** ~~30 days after the November 6, 2018 building moratorium is lifted or expires.~~

4. All recreational vehicles or campers placed pursuant to this ordinance must be removed if the owner or tenant ~~has~~ **did** not ~~apply~~ **apply** for a building permit ~~within 30 days after the November 6, 2018 building moratorium has been lifted or expires~~ **on or before March 11, 2019 or until such time that an application for a building permit is submitted.**

C. If the shape or slope of a lot or the damage to the lot or structures thereon prevents the location from being feasible to place a recreational vehicle or camper, in the sole discretion of the City, the City may grant a permit under Paragraph B. above to allow a recreational vehicle or camper to be placed on an adjacent lot with the written permission of the owner of that adjacent lot. Adjacent lot means the two lots share a portion of a boundary or that the two lots are directly across the street from one another. Only one recreational vehicle or camper may be placed on a lot pursuant to this Paragraph C. and only if such lot does not already have a lot placed on it pursuant to Paragraph B. above.

SECTION 3. COMMERCIAL USES.

A. Food trucks may be placed on and operated at any location that operated as a restaurant or other business that primarily sold food or drinks immediately prior to Hurricane Michael, but that was destroyed or is no longer inhabitable. Food truck means a vehicle licensed by the State of Florida as a Mobile Food Dispensing Vehicle or any successor program used by the State to license what is generally understood to be a food truck. All Food Trucks so placed must either comply with all normal City requirements or **be removed on or before December 11, 2020** ~~365 days after the effective date of this Ordinance.~~ No permit from the City is required, but the City will require any Food Truck to be removed

that does not comply with this Paragraph A. or which does not qualify as a Food Truck.

B. Notwithstanding any City restrictions on design, Commercial modular buildings may be placed on any parcel where a business was located prior to Hurricane Michael but is now either destroyed or damaged to point of being uninhabitable. This Paragraph B. shall only apply to modular buildings certified by the Department of Community Affairs or any successor State agency and shall not apply to (i) buildings that only qualify as storage sheds or any other modular building that is exempt from Florida Building Code requirements or (ii) mobiles homes, which are residential units constructed to standards promulgated by the U.S. Department of Housing and Urban Development (HUD). All modular buildings placed under this Paragraph B. shall either comply with all normal City requirements or be removed on or before December 11, 2020 ~~365 days after the effective date of this Ordinance.~~

C. For any other structure or facility that a business wishes to use for temporary operations, but which does not meet the strict requirements of Paragraphs A. and B. above, an application to the City Council is required. Applicants must either own the property or have a long-term lease for the property (greater than one year). The City Council may approve such application if it appears as an agenda item on the regularly published agenda for a public meeting of the Council and the applicant demonstrates that the structure or facility as proposed on the property would be (i) as safe and aesthetically pleasing and (ii) no more of a burden on public resources compared to food trucks or modular building that are permissible under Paragraphs A. and B. The application must use the form for a Major Commercial Development Order and must include a site plan and drawings or photographs sufficient for the City Council to evaluate the proposal under this paragraph. Review by the Planning and Zoning Board is not required unless requested by the City Council. All structures or facilities approved under this Paragraph C. shall either comply with all normal City requirements or be removed on or before December 11, 2020

ARTICLE 2. SEVERABILITY. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

ARTICLE 3. SCRIVENER’S ERROR. The city attorney may correct scrivener’s errors found in this ordinance by filing a corrected copy of this ordinance with the city clerk.

ARTICLE 4. PUBLICATION. After its adoption, this ordinance shall be published and printed as prescribed for other adopted ordinances.

ARTICLE 5. REPEAL. All Codes, Ordinances and/or Resolutions or parts of Codes, Ordinances and/or Resolutions in conflict herewith are hereby repealed to the extent of the conflict.

ARTICLE 6. EFFECTIVE DATE. This ordinance takes effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at this public meeting of the City Council of the City of Mexico Beach, Florida, this ____ day of _____, 2019.

William A. Cathey, Mayor

ATTEST:

CITY CLERK

4.06.00

4.06.01 Intent

The discharge of untreated and uncontrolled stormwater can reasonably be expected to be a source of pollution to waters of the State, and a direct cause of flooding causing risk of harm to life and property. It is the intent of the City to minimize adverse impacts of pollution and flooding through regulation of stormwater discharges caused by land development.

4.06.02 General Requirements

A. All residential properties in the city shall be graded so that the property drains towards a permanent storm drainage structure, street or permanent body of water prior to construction of improvements thereon, in order to eliminate flooding due to sudden and heavy rainfall. If runoff cannot be directly conveyed to a permanent city drainage structure or body of water without crossing another property, a permanent easement must be recorded by the crossing property owner to ensure conveyance is maintained.

B. Development activity not exempted by F.A.C. 62-330.020 for regulated activities, shall be required to install a stormwater management facility. For aesthetic reasons and to increase shoreline habitat, the shorelines of retention areas shall be sinuous rather than straight.

4.06.03 General Criteria

A. Water Quality - Stormwater management facilities shall be designed to water quality criteria per the most current issue of the Northwest Florida Water Management District Environmental Resources Applicants' Handbook Vol II.

B. Water Quantity – For stormwater attenuation stormwater facilities shall be designed such that post development runoff shall not exceed predevelopment runoff for the 25 year 24 hour storm event. Stormwater management facilities shall be designed and constructed in per the most current issue of the Northwest Florida Water Management District Environmental Resources Applicants' Handbook Vol II.

C. The Stormwater management facility design must be certified by a registered professional engineer and include calculations of maximum runoff, water quality treatment, and best management practices for erosion and sedimentation control

D. For all development, grading, filling, excavation, storage, or disposal of soil and earth materials associated with development activities shall be undertaken so as to reduce the potential for soil erosion and sedimentation of water bodies and drainage ways. For some developments, an erosion and sediment plan may be required.

E. The developer or owner shall use swale drainage to the maximum extent possible, except where it is physically unfeasible as determine by the Public Works Director. If feasible, perforated pipe shall be used for infiltration purposes in situations where piping is necessary.

F. In the unshaded Zone X, the elevation of the lowest finished floor of any new structure must be a minimum of twelve inches above the crown of the adjacent street providing access of twelve inches above the curb, whichever is greater. An administrative variance may be granted to the requirement for

elevation above the street where the applicant demonstrates that the natural lay of the land provides adequate drainage away from the street and the proposed structure will be one foot above the highest adjacent grade.

G. Stormwater management systems shall be designed for ease of maintenance and operations and low maintenance costs. It is suggested that the required stormwater system be integrated into a site's open areas and landscaping and that they be used as recreational park areas. They system should be constructed in such a manner (i.e., gentle slopes, grassed, plantings, etc.) that it will be an amenity to the development.

H. Projects that are to be developed in phases will require submission of a master plan of the applicant's contiguous landholdings. Applications for individual project phases may only be considered when the phases and the stormwater systems are independent of contiguous landholdings or a regional stormwater management facility is installed with the first phase of development.

I. Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the Florida Building Code is presumed not be a violation until such time as that documentation is provided.

April 5th, 2019

Ms. Tanya Castro
City Administrator
City of Mexico Beach
PO Box 13425
Mexico Beach, FL 32410

Re: General Engineering Services for Hurricane Michael
Task Order for Professional Services

Dear Ms. Castro,

Dewberry appreciates the opportunity to provide this Task Order for engineering services to the City of Mexico Beach associated with Hurricane Michael. It is our understanding that the City desires Dewberry to perform general engineering services to address immediate and long-term restoration of critical infrastructure, including utilities, roadways, stormwater, and other City infrastructure. The purpose of this Task Order is to allow Dewberry to perform general miscellaneous engineering services related to the City's infrastructure recovery associated with Hurricane Michael. This will include work which is not covered under the scope of a specific Task Order for a specific project. Dewberry will assist the City in preparing applications for non-FEMA grant funding opportunities for projects as requested by the City. Specifically, Dewberry may perform the following tasks as directed by the City to address engineering services:

1. Assist with anticipated changes within the City's administration of floodplain management associated with the State and National Floodplain Management Programs and resiliency measures required or recommended by federal or state agencies.
2. Assist with preparation, documentation, justifications, or advocacy for pursuing available non-FEMA funding or relating to improved resiliency projects
3. Hurricane Michael related general continuing engineering services consistent with Florida Statute 287.055, as requested by the City in writing.

Dewberry shall perform work based on our current hourly rates as provided in our Master Services Contract dated December 11th, 2018.

This work under this task order will be performed on a time and materials basis with a ceiling price of \$150,000.00 that Dewberry exceeds at its own risk.

All terms and conditions of this Task Order shall be governed by the terms and conditions in the current continuing services contract between Mexico Beach and Dewberry Engineers Inc. and according to the following federal requirements.

FEDERAL REQUIREMENTS

Federal funding will be requested for the additional duties established by this Task Order and, therefore, the following clauses are added to the work performed under this Task Order:

Remedies.

The parties are entitled to all available legal remedies under Florida law for a breach of this contract or for a breach of Engineer's standard of care.

Termination for Convenience

Either party may terminate for convenience or no reason at all without further liability to the other party except for work reasonably completed prior to the effective date of the termination. Any such termination shall be either in writing or, in the case of a termination by the City, by a vote of the City Council or in writing. The City is entitled to terminate under this paragraph at any time and such termination may be effective immediately. Termination by Engineer requires no less than ten days advanced written notice.

Termination for Cause.

Without limiting the parties' rights to terminate under Section V., if Engineer fails to comply with any of the terms and conditions of this Agreement, City may give notice, in writing, to Engineer of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, City may, with no further notice, declare the Agreement to be terminated. The Engineer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by City by reason of Engineer's failure to comply with the Agreement.

Notwithstanding the above, Engineer is not relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Engineer and City may withhold any payments to the awarded bidder for the purpose of setoff until such time as the amount of damages due City from the Engineer is determined.

Rights to Inventions Made Under A Contract Or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contract Work Hours and Safety Standards Act 40 U.S.C. 3702 And 3704, As Supplemented By Department Of Labor Regulations (29 Cfr Part 5)

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Section XV. Clean Air Act.

- (1) Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Engineer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section XVI. Federal Water Pollution Control Act.

- (1) Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) Engineer agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Engineer agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Section XVII. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Engineer is required to verify that none of the Engineer, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) Engineer must comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Engineer did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to any state agency serving as recipient, the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section XVII. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Section XVIII. Procurement of Recovered Materials.

In the performance of this contract, the Engineer shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Section XIX. Changes to Agreement.

Amendments to this Agreement, including changes to alter the method, price, or schedule of the work, must be by a written amendment made in writing executed by the parties.

Section XX. Access to Records. The following access to records requirements apply to this Agreement:

(1) The Engineer agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Engineer agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

Section XXI. DHS Seal, Logo, and Flags.

The Engineer shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Section XXII. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. The Engineer will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section XXIII. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Section XXIV. Program Fraud and False or Fraudulent Statements or Related Acts.

The Engineer acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Engineer's actions pertaining to this contract.

Conflicts of Interests; Gifts

The parties have followed and agree to continue to follow Chapter 112, Florida Statute, standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts; the standards regarding solicitation and/or acceptance of gratuities, favors, or anything of monetary value from contractors or parties to subcontracts; and for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,



B. Dina Bautista, PE, CFM
Project Manager
Dewberry
324 Marina Drive
Port St Joe, FL 32456
850-571-1175
dbautista@dewberry.com

Approved by:

Tanya Castro, City Administrator

Date: _____



April 5th, 2019

Ms. Tanya Castro
City Administrator
City of Mexico Beach
PO Box 13425
Mexico Beach, FL 32410

Re: Damage Inspection, Design, Permitting, Bidding Services, and CEI for City Marina Repairs
Task Order for Professional Services

Dear Ms. Castro,

Dewberry Engineers Inc. (Dewberry) is pleased to provide this proposal for professional services. It is our understanding the City wishes to perform inspection, design, permitting and repairs of damage for the City's Marina. Dewberry will perform these professional services as described below.

A. DAMAGE INSPECTION AND ANALYSIS OF DAMAGE \$5,000.00

1. Dewberry will field inspect City Marina for damages due to Hurricane Michael
2. Dewberry will document all observations with photos.
3. Dewberry will analyze the damages in order to determine scope of repairs.

B. PLANS AND SPECIFICATIONS \$14,500.00

4. Dewberry will prepare construction plans and specifications for bidding for construction.
5. Plans and specifications will address the existing wooden seawall at the Highway 98 bridge, replacement of the pavilion, and expansion of Canal Parkway with additional parking.

C. PERMITTING \$1,500.00

6. Dewberry will prepare and submit and/or update required FDEP and USACE permits as required.

D. BIDDING SERVICES AND CONSTRUCTION ENGINEERING AND INSPECTION \$22,250.00

7. Dewberry will prepare contract documents and specifications necessary for bidding the project for construction.
8. Dewberry will assist the City in receiving bids and provide a recommendation for award.
9. Dewberry will provide onsite inspections throughout construction to ensure installation is performed according to City specifications.

Dewberry shall perform work based on a lump sum fee of \$43,250.00.

All terms and conditions of this Task Order shall be governed by the terms and conditions in the current Master Services Agreement between Mexico Beach and Dewberry Engineers Inc. dated December 11th, 2018.

Please note the following services are excluded from this Task Order.

1. Surveying services.
2. Geotechnical Services.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,

Approved by:



Tanya Castro, City Administrator

B. Dina Bautista, PE, CFM
Senior Project Manager
Dewberry
324 Marina Drive
Port St Joe, FL 32456
850-571-1217
dbautista@dewberry.com

Date: _____