



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA

REGULAR VILLAGE COMMISSION MEETING

VILLAGE HALL

1666 KENNEDY CAUSEWAY, #101

NORTH BAY VILLAGE, FL 33141

TUESDAY, MARCH 8, 2016

7:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

2. A. PROCLAMATIONS AND AWARDS

1. JOSE PINTO/J. F. KENNEDY BUST (*Mayor Connie Leon-Kreps*)
2. TONY LIMA, S.A.V.E. (*Mayor Connie Leon-Kreps*)

B. SPECIAL PRESENTATIONS

- 1.) POTENTIAL NORTH BAY VILLAGE NAME CHANGE

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

MARIA GARCIA/RAUL DOMINGUEZ

BAYSHORE, YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATON

4. **BOARD REPORTS**

- A. BUSINESS DEVELOPMENT ADVISORY BOARD
- B. COMMUNITY ENHANCEMENT BOARD
- C. PLANNING & ZONING BOARD
- D. YOUTH & EDUCATION SERVICES BOARD

5. **PUBLIC SAFETY DISCUSSION**

6. **COMMISSIONERS' REPORTS**

7. **VILLAGE ATTORNEY'S REPORT**

8. **VILLAGE MANAGER'S REPORT**

- A. Grant Writer's Report

9. **FINANCE REPORT**

10. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$500 TO "DO THE RIGHT THING OF MIAMI, INC.;" AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will allow a contribution of \$500 to the "Do the Right Thing of Miami, Inc." in support of their mission to reward school-age children for their excellent behavior, actions, and good deeds.

- B. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH WOLFBERG ALVAREZ & PARTNERS FOR PROVIDING ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$58,000 FOR THE PURPOSE OF PROVIDING PROGRAMMING, ZONING ANALYSIS, AND THREE (3) CONCEPTUAL DESIGNS FOR THE NEW VILLAGE HALL MUNICIPAL COMPLEX TO BE LOCATED AT THE CURRENT VILLAGE HALL SITE ON HARBOR ISLAND; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve an agreement for Wolfberg Alvarez & Partners to provide programming, zoning analysis, and three (3) conceptual designs for the new Village Hall Municipal Complex at 7903 East Drive.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR PLANNING AND DESIGN OF THE NORTH BAY VILLAGE BOARDWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the Village Manager to apply for grant funding up to \$200,000 for planning and design of the NBV Boardwalk on the north side of the causeway.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CONTINUE ENGAGEMENT OF LABOR READY FOR THE PURPOSE OF SUPPLYING TEMPORARY LABOR TO THE VILLAGE'S PUBLIC WORKS DEPARTMENT ON AN INTERIM BASIS UNTIL AN RFP FOR SAID SERVICES CAN BE ADVERTISED AND A SUCCESSFUL BIDDER SELECTED, RECOMMENDED FOR AWARD, AND APPROVED BY THE VILLAGE COMMISSION. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the Village Manager to continue to use temporary laborers from Labor Ready to assist the Public Works employees, until a vendor can be selected through the competitive bidding process.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO CIVIL CITATIONS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will authorize the Police Department to enforce misdemeanor violations under Miami-Dade County Code of Ordinances with the issuance of civil citations in accordance with Chapter 8CC, as it relates to Section 21-81 regarding Florida Litter Law, Trespassing, Retail Theft by Removal of Shopping Carts, Loitering or Prowling, etc.

- 1.) Commission Action**

11. PLANNING & ZONING CONSENT AGENDA

NO ITEMS.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 151.11(A)(39) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, ENTITLED “FILMING,” TO AMEND PERMIT CRITERIA AND VARIANCES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Ordinance will grant the Village Manager the discretion to reject filming permits and variances, when property owners adjacent to the filming site voice their objections.

- 1.) Commission Action**

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:

14. UNFINISHED BUSINESS

15. NEW BUSINESS

- A. APPOINTMENT TO THE ARTS, CULTURAL & SPECIAL EVENTS BOARD AND THE COMMUNITY ENHANCEMENT BOARD**

- 1.) Commission Action**

- B. PARKING DECAL PROGRAM (*Mayor Connie Leon-Kreps*)**

- 1.) Hours**
2.) Visitors' Parking

16. APPROVAL OF MINUTES

- A. Regular Commission Meeting – February 9, 2016**

- 1.) Commission Action**

17. ADJOURNMENT

VILLAGE MANAGER'S REPORT
TO
THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION
MARCH 8, 2016

1. **Request by Mayor for Village Sponsored Meet & Greet for Police Chief:**
 - a. Date:
 - b. Refreshments:
2. **Report on status of blue Postal Service Drop Boxes:**
 - a. Photos of existing boxes hand-delivered to Paula Purdy at Normandy Branch on February 17, 2016 – no status report at this time from her.
3. **Report on status of Bus Shelter Contract:**
 - a. Contract started Nov 2003 & ended Nov 24, 2013
 - b. Village had sole option to renew for one additional 5 year term – Village had to notify vendor 90 days prior to expiration date – no record of any such notice or any record of any type of extension on the part of the Village.
 - c. Gold Coast has not been able to locate any extension authorization from the Village.
 - d. Received 2/25/16 letter from Gold Coast in-house counsel on 2/29/16 asserting their position that contract remains in effect until November 24, 2018 – forwarded letter to Village Attorney on 2/29/16.
4. **TIES Agenda Books**
 - a. Notified by Leslie Rosenfeld on 2/29/16 that TIES Principal would like the Village to participate in the cost sharing of the Agenda Books for this year – previous two years cancelled by past Principal.
 - b. Estimated cost for the Village \$888.00 based on 50% student ratio from NBV - no funds budgeted – would have to come from Reserves? Recommend authorization not to exceed \$1,000.
5. **ESTIMATED COST FOR DOGGIE PARK FENCING AT IOD/GREENWALD LOT:** Galvanized steel, 12 gauge chain link with top and bottom rails – to include sally port access gates.
 - a. **Entire Lot:** 592 LF @ \$30 per ft = \$17,760
 - b. **North Portion - unshaded:** 279 LF @ \$30 per ft = \$8,370
 - c. **South Portion – shaded:** 329 LF @ \$30 per ft = \$9,870



100 NE 15 Street, Suite 207 ~ Homestead, FL 33030

Phone: (786)232-0771 Toll Free Phone/Fax: (888)778-5930 www.belltowergroup.org

To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris, MSW
Date Submitted: 3/1/2016
Reporting Period: February 1-29, 2016

Grants Submitted this Reporting Period:

No grants were submitted on behalf of the Village this reporting period.

Grants “Under Construction”/”For Consideration”

1. Florida Department of Transportation – Traffic Records Information System

- a. **Due Date:** March 31, 2016
- b. **Project Title:** Police Department “In-Car Printers”
- c. **Note:** The Police Department is working to go paperless and move to a system that will allow electronic crash reports and citations. This grant will potentially fund the purchase of the In-Car printer/scanner to support the new system.

2. Florida Inland Navigation District – Waterways Assistance Program

- a. **Due Date:** March 31, 2016
- b. **Project Title:** Boardwalk Preliminary Planning and Design
- c. **Note:** The Village is interested in moving forward with developing the “over the water” boardwalk at the base of the JFK Causeway. Funding will be requested in the amount of \$200,000 to conduct environmental studies, planning and design of the boardwalk project. This grant requires a \$1:\$1 match.

3. Florida Department of Transportation – Transportation Alternative Program

- a. **Due Date:** April 1, 2016
- b. **Project Title:** Boardwalk Preliminary Planning and Design
- c. **Note:** The Village is interested in moving forward with developing the “over the water” boardwalk at the base of the JFK Causeway. Funding will be requested to conduct environmental studies, planning and design of the boardwalk project. If awarded, this grant will be able to match the FIND grant.



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Grant Reporting/Implementation Activities

*This section contains information on current grants for which LaKeesha provided reporting or help with implementation this reporting **period**.*

- **Florida Department of Law Enforcement Byrne Grants:** The Village should receive the contract for this grant in the amount of \$1,096 in the mail shortly. One copy will go to the Mayor and one will go to the Chief of Police. Once received, LaKeesha will prepare the resolution to accept the award, if required. This is for the purchase of additional Automated External Defibrillator equipment.

Other Activities

*This section contains information on special initiatives for which LaKeesha provided support this reporting **period**.*

February 17, 2016 - LaKeesha attended the bidder's conference for the Florida Department of Transportation – TAP Grant (#3 under "Grants Under Construction"). The next step is for Village staff to meet with FDOT staff to discuss the planned project prior to submitting the application on April 1, 2016.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$500 TO "DO THE RIGHT THING OF MIAMI, INC."; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, Do the Right Thing of Miami, Inc. is a 501(c)(3) non-profit organization that distinguishes exceptional school age-children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities and demonstrate turnaround behavior by rewarding excellent behavior, actions, and good deeds; and

WHEREAS, the Village Commission wishes to support the mission of "Do the Right Thing of Miami, Inc." by making a donation in the amount of \$500.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization of Donation: The Village Commission hereby approves the donation of \$500.00 to "Do the Right Thing of Miami, Inc."

Section 3. Expenditure of Budgeted funds: The Village Manager is authorized to expend \$500.00 from Account No. 001-21-521-5489/P.A.L. to "Do the Right Thing of Miami, Inc."

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ADOPTED this 8th day of March 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Donation of \$500 to "Do The Right Thing of Miami, Inc."



North Bay Village

Administrative Offices

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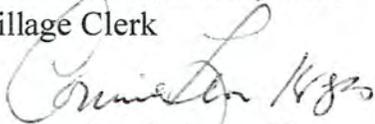
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 29, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AND APPROVING THE DONATION OF \$500 TO “DO THE RIGHT THING OF MIAMI, INC.”; AND SETTING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

INSIDE THIS ISSUE

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- Tribal Law Enforcement Executive Leadership
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- Spotlight on BIDs
- COPS Office Gears Up for IPMBA Conference
- COPS Office and Campbell Collaboration
- VIPS Anniversary

The e-newsletter of the COPS Office | Volume 5 | Issue 3 | March 2012

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COPS

Do The Right Thing Program – A Miami Policing Success Story

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[COPS on the Road](#)



From right to left - Chief Manuel Orosa, DTRT winners, DTRT Board Member Rosalind Castle, and Jodi Atkison at a recent awards ceremony.

For over 20 years, the Miami (Florida) Police Department's Do The Right Thing (DTRT) Program has served as a major community policing initiative, targeting the city's 400,000 plus students in the nation's fourth largest school district. The non-profit was created in 1990 to address the problems of crime, gangs, and drugs and their ever-increasing influence on Miami's youths. A concept so simple as rewarding children for "doing the right thing," led to the expansion of this highly successful, award-winning program to over 50 chapters in the United States and four internationally, all operated in partnership with law enforcement agencies.

Do The Right Thing was officially born when a Miami police officer requested that the chief recognize a local high school student for turning in a loaded gun that he had found, despite pressure from his peers not to do so. The young man was visibly moved as he was applauded by the 100 plus people who attended. Local volunteers, who witnessed the ceremony, recognized that a formal, on-going mechanism needed to be developed to recognize "good kids" in the Miami community. Today, the DTRT awards ceremonies are held monthly in conjunction with police officer awards at police headquarters in downtown Miami. Ten worthy students are

invited to attend with their families and school representatives. They are recognized by the chief of police, with prizes ranging from digital cameras and plaques to tee shirts and trips. Two top winners are identified monthly in the elementary and middle or high school categories and awarded with trips. Younger students are taken to Orlando, Florida theme parks and water parks while the older students—totaling more than 100—have travelled to London, England. In addition, all nominees to the program—approximately 500 monthly—are considered winners and receive a DTRT tee shirt, letter from the chief, personalized certificate of recognition, and a DTRT bumper sticker.

Along with the awards component, DTRT offers an array of activities to help children in the community. Annual anti-crime contests, leadership and stress management seminars, and anti-violence youth rallies aim at giving students the tools necessary to stay crime and drug free.

The Do The Right Thing Program is funded, in part, by the Miami Police Department's Law Enforcement Trust Fund (LETF), which is comprised of drug asset seizure and forfeiture monies. Additionally, program staff actively fundraise, seeking corporate sponsorships, grants, and in-kind donations—such as airline tickets and other prizes—to help offset its operational costs.

The goals of DTRT are clear cut: to reinforce socially desirable behavior among youth; to demonstrate that “good kids” can be role models to their peers; to foster positive relations between the police department, school system, media, and local businesses; to enhance the relationship between underprivileged youth and police officers; and to develop a network of DTRT chapters that will benefit youth both nationally and internationally.

Jodi Atkison
Executive Director
Do The Right Thing

If you are interested in learning more about DTRT or would like to join the DTRT network, log on to <http://doherightthinginc.org/>, call 305.579.3344, or friend us on Facebook at Do The Right Thing of Miami, Inc.

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North Bay Village

Administrative Offices

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10B

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 22, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY: Village Manager Frank K. Rollason

PRESENTED BY: Village Manager Frank K. Rollason

SUBJECT: Authorization to enter into an Agreement with Wolfberg, Alvarez & Partners for Architectural & Engineering Design Services for New Village Hall Complex

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to enter into an Agreement with Wolfberg Alvarez & Partners to provide Architectural and Engineering Design Services in an amount not to exceed \$58,000 for the purpose of providing programming, zoning analysis, and three (3) conceptual designs for the new Village Hall Municipal Complex to be located at the current Village Hall site on Harbor Island (7903 East Drive).

BACKGROUND:

On February 9, 2016, the Village Manager presented Resolution No. 2016-006 to the Commission, which was subsequently approved, authorizing the Manager to negotiate a contract to be brought before the Commission for approval with Wolfberg Alvarez & Partners for providing said services. Attached to the proposed Resolution is the negotiated proposal from WA & Partners for the stipulated services contained therein. These initial three services – 1) Programming, 2) Zoning Analysis, and 3) Conceptual Designs – are essential elements in moving forward with this project.

BUDGETARY IMPACT:

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Funds for this expense are currently available in **BUILDING** Budget Account Code No. 325-60-630-6201.

PERSONNEL IMPACT:

For the immediate future, the impact is minimal, but as drawings and designs are developed they will increasingly take the time of the Public Works Director to review and comment. Taking into consideration the number of public works projects in the hopper (Sanitary Sewer Repairs, Water Line Replacements, Water Meter Replacements), it will not be long before I must come to you for authorization to bring an assistant on-board for the Public Works Director.

CONTACT:

Rodney Carrero, Public Works Director



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 29, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH WOLFBERG ALVAREZ & PARTNERS FOR PROVIDING ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$58,000 FOR THE PURPOSE OF PROVIDING PROGRAMMING, ZONING ANALYSIS, AND THREE (3) CONCEPTUAL DESIGNS FOR THE NEW VILLAGE HALL MUNICIPAL COMPLEX TO BE LOCATED AT THE CURRENT VILLAGE HALL SITE ON HARBOR ISLAND.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH WOLFBERG ALVAREZ & PARTNERS FOR PROVIDING ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$58,000 FOR THE PURPOSE OF PROVIDING PROGRAMMING, ZONING ANALYSIS, AND THREE (3) CONCEPTUAL DESIGNS FOR THE NEW VILLAGE HALL MUNICIPAL COMPLEX TO BE LOCATED AT THE CURRENT VILLAGE HALL SITE ON HARBOR ISLAND. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the voters of North Bay Village approved a Bond Referendum on January 29, 2008 (516 votes in favor and 305 against) authorizing the Village to issue a maximum \$7,900,000 in general obligation bonds to construct a Public Safety/City Hall Complex with Miami-Dade Fire Rescue, whereby Miami-Dade County will pay the Fire Station portion, such bonds bearing interest not exceeding maximum legal rate, maturing no later than 30 years, and being payable from ad valorem taxes levied on all taxable property in the City, with citizen oversight; and

WHEREAS, the Village issued RFP No. 2015-002 on September 22, 2015, for Requests for Proposals for Architectural and Engineering Design Services for a New Village Municipal Center with a Response Date of no later than November 10, 2015; and

WHEREAS, the Village received nine (9) qualified responses from Architectural and Engineering Design Services Firms of which the firm of Wolfberg Alvarez & Partners were ranked No. 1; and

WHEREAS, February 9, 2016, the Village Commission authorized the Village Manager via Resolution No. 2016-006 to negotiate a contract for said services and submit said proposal to the Village Commission for action.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 2. Direction to the Village Manager. The Village Manager is hereby authorized to enter into an Agreement with Wolfberg Alvarez & Partners to provide Architectural and Engineering Design Services in an amount not to exceed \$58,000 for the purpose of providing Programming, Zoning Analysis, and three (3) Conceptual Designs for the new Village Hall Municipal Complex as per the attached Proposal.

Section 3. Funding. The Village Manager is hereby authorized to expend funds not to exceed \$58,000 from **BUILDING** – Account Code 325-60-630-6201.

Section 4. Effective Date.

This Resolution shall become effective upon its adoption.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andrea Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 8th day of March 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Wolfberg Alvarez-Architectural & Design Engineering Services-New Village Hall-\$58,000.

February 19, 2016

Mr. Frank K. Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141

RE: North Bay Village
Municipal Complex
WA Project No.: 2160100
Subj: Proposal for Conceptual Design Services

Dear Mr. Rollason:

It was a pleasure to have met with you and Mr. Carrero-Santana to briefly go over the project and the Village's desire to prepare multiple design concepts for presentation to the Village Commission. It is our understanding that you prefer to define the project further prior to commencing with more finite design documents, and as such are requesting the preparation of these concepts. Services proposed are as follows:

- PROGRAMMING
Attend a meeting with City Staff, and representatives of the Fire and Police Departments to gather information necessary for the preparation of a Project Program. This document will outline the spatial requirements, adjacencies, unique operational needs and other parameters necessary for proper operation of the Municipal Complex.
- ZONING ANALYSIS
Perform a zoning analysis and, in collaboration with the Village's legal counsel, assist in preparation of exhibits for solicitation of necessary variances to accommodate the project.
- CONCEPTUAL DESIGNS
Prepare three (3) different design concepts incorporating different programmatic requirements for presentation to the Village Commission.

Mr. Frank K. Rollason
North Bay Village
WA Project No.: 2160100
February 19, 2016
Page 2 of 2

- Scheme 1: Program to include complete Fire Station, Police Headquarters and Dispatch, Commission Chambers, and Elected Officials Offices, and parking to support above activities.
- Scheme 2: Program to include all of the above plus Administrative Offices for Village Employees and a Community Center.
- Scheme 3: Program to include a variation of Schemes 1 and 2 with emphasis on possible phased construction wherein some components are constructed at a later date.

Each Scheme shall include: Site Plan, Zoning Analysis, Floor Plans in “block form”, and Exterior Renderings and an Order-of-Magnitude Construction Cost based on square footage and historical cost data.

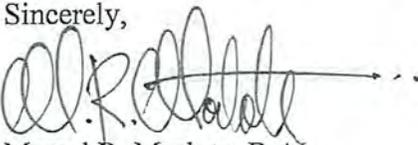
Services include two (2) presentations at Village Commission; initial presentation to present the three (3) concepts, and the second presentation for the selected Scheme with any variations/modifications requested by the Commission.

Compensation: A stipulated fee of \$58,000.00.

I trust you find the proposal satisfies your request. Should it be necessary, please feel free to contact us.

Again, on behalf of WA, I want to thank the Village for this wonderful opportunity to participate in such an important and highly visible project.

Sincerely,



Marcel R. Morlote, R.A.
Senior Vice President

Accepted by:

Frank K. Rollason Date

MRM/nl



North Bay Village

10C

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: March 8, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY: Village Manager Frank K. Rollason

PRESENTED BY: Village Manager Frank K. Rollason

SUBJECT: FY 2016 Florida Inland Navigation District Grant Application

RECOMMENDATION REQUEST

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR PLANNING AND DESIGN OF THE NORTH BAY VILLAGE BOARDWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

Funding Source: Florida Inland Navigation District
Program Title: FY2016 Waterways Assistance Program
Grant Request: \$200,000
Match Required: \$200,000

The Florida Inland Navigation District has released a Request for Proposals (RFP) for the 2016 Waterways Assistance Program. This program supports local governments in the development of projects that enhance or expand public access to waterways. The Village has been diligently seeking grant funding for the construction of the Baywalk Plaza Area and ultimately the North Bay Village Boardwalk along Biscayne Bay in North Bay Village which will serve as an Economic Engine for the Village. This project will offer public access to the Intercoastal Waterway/Biscayne Bay.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

The Village is proposing to submit an application to the Florida Inland Navigation District in the amount of \$200,000 for planning, design and permitting of the North Bay Village Boardwalk. This will include, but may not be limited to; the development of an over the water boardwalk that will be located at the base of the John F Kennedy Causeway Bridge.

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Village Manager or his designee to submit a grant application under the Florida Inland Navigation District 2016 Waterways Assistance Program.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: March 1, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR PLANNING AND DESIGN OF THE NORTH BAY VILLAGE BOARDWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Eddie Lim

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR PLANNING AND DESIGN OF THE NORTH BAY VILLAGE BOARDWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village (the “Village”) is interested in developing a Boardwalk with ancillary piers and docks overlooking the Biscayne Intercoastal Waterway (“the Project”) for enjoyment of the general public; and

WHEREAS, the Village has identified the western edge of the existing docks located at Shuckers Restaurant and Grill as an ideal location to begin the Boardwalk to continue west along the existing seawall; and

WHEREAS, once completed the Boardwalk will serve as a 3,400 linear foot walking path along Biscayne Bay and provide access to piers and docks for the use by the general public at no cost; and

WHEREAS, this project will serve as an Economic Engine for the Village; and

WHEREAS, the purpose of the Florida Inland Navigation District (FIND) Waterways Assistance Program is to assist local governments within the District to perform waterways improvement projects, including project that will provide public access to Florida’s waterways; and

WHEREAS, the Village Commission desires to apply for funding through the FIND Waterways Assistance Program in the amount of up to \$200,000; and

WHEREAS, the Village has the ability and intention to finance its share of the cost of the Project, and the project will be operated and maintained at the expense of the Village for public use; and

WHEREAS, the Village finds that this resolution will promote the health, safety and welfare of the Village.

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed.

Section 2. **Project Authorization.** The Village Commission supports the application in the amount of up to \$200,000 to the 2016 Waterway Assistance Program.

Section 3. **Manager Authorized.** The Village Commission hereby authorizes the Village Manager or his designee to submit an application to the Florida Inland Navigation District on behalf of North Bay Village.

Section 4. **Effective Date.** This resolution shall become effective immediately upon adoption hereof.

PASSED and ADOPTED this 8th day of March, 2016.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 8th day of March 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Grant Application to the Florida Inland Navigation District Waterways Assistance Program (FIND) for Planning & Design of the NBV Boardwalk-up to \$200,000



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

10D

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 18, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

RECOMMENDED BY: Village Manager Frank K. Rollason

PRESENTED BY: Village Manager Frank K. Rollason

SUBJECT: Acquiring the Services for Temporary Labor via an Approved Process

RECOMMENDATION:

It is recommended that the Village Commission authorize the Village Manager to continue engagement of Labor Ready for the purpose of supplying temporary labor to the Village's Public Works Department on an interim basis, until an RFP can be advertised and a successful bidder selected, recommended for award, and approved by the Village Commission.

BACKGROUND:

It has recently been determined that there is no legally issued contract with Labor Ready to provide temporary labor on a daily basis for the Department of Public Works. The existing contract was executed on May 9, 2011, by then Public Works Director Sam Zamacona, who, in his position as Director, had no authority to enter into said contract in that his position does not permit him to bind the Village in any legal manner. Further, with the amount of the contract exceeding the authority of the Village Manager to act solely on his own, it would have required Commission Approval, which was not obtained. Regardless of the Administrative errors in the procurement procedures and contract execution, it is necessary to continue the services of Labor Ready on an interim basis to allow Public Works to provide the required solid waste/trash pick-up operations. Therefore, the attached Resolution has been submitted to the Village Commission for consideration and appropriate action.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

BUDGETARY IMPACT:

None, in that the funding for these services is already budgeted in the FY '16 Utilities Budget.

PERSONNEL IMPACT:

The impact would occur for service delivery should the Commission decide not to approve the proposed Resolution. Public Works does not have sufficient in-house employees to provide the required daily services without hiring temporary labor.



North Bay Village

Administrative Offices

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Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: March 1, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CONTINUE ENGAGEMENT OF LABOR READY FOR THE PURPOSE OF SUPPLYING TEMPORARY LABOR TO THE VILLAGE'S PUBLIC WORKS DEPARTMENT ON AN INTERIM BASIS UNTIL AN RFP FOR SAID SERVICES CAN BE ADVERTISED AND A SUCCESSFUL BIDDER SELECTED, RECOMMENDED FOR AWARD, AND APPROVED BY THE VILLAGE COMMISSION.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Eddie Lim

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO CONTINUE ENGAGEMENT OF LABOR READY FOR THE PURPOSE OF SUPPLYING TEMPORARY LABOR TO THE VILLAGE'S PUBLIC WORKS DEPARTMENT ON AN INTERIM BASIS UNTIL AN RFP FOR SAID SERVICES CAN BE ADVERTISED AND A SUCCESSFUL BIDDER SELECTED, RECOMMENDED FOR AWARD, AND APPROVED BY THE VILLAGE COMMISSION. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village requires the use of temporary labor on a daily basis in order for the Public Works Department to fulfill its service deliver operations for the residents and businesses of the Village; and

WHEREAS, it has been determined that no legal agreement between North Bay Village and Labor Ready currently exists; and

WHEREAS, the annual amount of expenditures for this service exceeds the Village Manager's authority to solely procure without Village Commission approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted.

Section 2. Direction to the Village Manager. The Village Manager is hereby authorized to continue engagement of Labor Ready for the purpose of supplying temporary labor to the Village's Public Works Department on an interim basis until an RFP for said services can be advertised and a successful bidder selected, recommended for award, and approved by the Village Commission.

Section 3. Effective Date.

This Resolution shall become effective upon its adoption.

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED and ADOPTED this 8th day of March 2016.

MAYOR CONNIE LEON-KREPS

ATTEST:

YVONNE P. HAMILTON, CMC
Village Clerk

APPROVED AS TO FORM:

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Wolfberg Alvarez-Architectural & Design Engineering Services-New Village Hall-\$58,000.

Yvonne Hamilton

From: Frank Rollason
Sent: Thursday, February 18, 2016 9:06 AM
To: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com)
Cc: Jenice Rosado; Evelyn Herbello; Bert Wrains; Rodney Carrero-Santana
Subject: NBV Part-Time Labor Contract
Attachments: Part-Time Labor Article Coral Gables City Manager.pdf; Part-Time Labor.pdf; Ready-Temporary Personnel Graph.pdf; Part Time Labor-Commission Authorization Email.pdf

Yvonne/Jen, please include the below e-mail and all the above attachments as back-up for Labor Ready Reso item on the March 8th Agenda, thanks, Frank.

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

From: Frank Rollason
Sent: Wednesday, February 17, 2016 10:49 AM
To: VILLAGE COMMISSION
Cc: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com); Jenice Rosado; Evelyn Herbello; Bert Wrains; 'rswitkes@switkeslaw.com'
Subject: NBV Part-Time Labor Contract

Please be advised that as a result of the attached Herald article that recently ran concerning an issue dealing with unauthorized expenditures in Hollywood for temporary labor, I investigated how NBV is contracted for services with Labor Ready for similar temporary labor. Unfortunately, what I have found is that the contract executed by a previous Public Works Director on May 9, 2011, was not approved by the Commission and was executed by an individual unauthorized to enter into contracts on behalf of the Village per the Village Code (please see copy of executed contract and e-mail from Village Clerk in response to my inquiry on February 16th noting that this contract did not go before the Commission and we can find no evidence that it was put out to bid). I have also been informed that the Village has been utilizing this company (Labor Ready) for temporary labor since 2003 and no contract up to the attached contract for these services can be located. Also, attached, please find a historical graph of the amount of funds that have been expended on this contract from FY 2010 into 2015 – a total of \$665,399 – a sizeable amount and certainly requiring Commission approval for expenditure. Also, within the contract there is no term limit or length of contract nor termination provision other than the Village can opt prior to the effective date of a new rate increase.

Aside from the contract issue, the dollars we are spending and the continued upward spiral also gives me concern. I realize that we have a regular crew of 2 temps 5-6 days a week to staff one of our garbage trucks and I am aware that we bring in additional temp labor to walk the Causeway and Harbor Island to pick up trash on a regular basis, but the expenses should not be climbing like they are. I will meet with Public Works to get a better handle on the expenditure side.

So, how do we resolve the situation we find ourselves in? I will have a Resolution on the March 8th Commission Agenda authorizing me to continue with Labor Ready on a month to month basis until we can put a bid package for competitive bidding for these services that will eventually come before the Commission for action.

Frank Rollason, Village Manager

North Bay Village

1666 Kennedy Causeway, Ste 300

Tel: 305-756-7171 Ext 21

Fax: 305-756-7722

Mobile: 305-299-7300

frollason@nbvillage.com

www.nbvillage.com

Frank Rollason

From: Yvonne Hamilton
Sent: Tuesday, February 16, 2016 4:05 PM
To: Frank Rollason
Cc: Jenorgen Guillen; Jenice Rosado; Evelyn Herbello; Bert Wrains
Subject: RE: Part-Time Labor/Commission Authorization?

No. Plus, only the Village Manager and the Mayor are authorized to sign contracts on behalf of the Village.

From: Frank Rollason
Sent: Tuesday, February 16, 2016 8:08 AM
To: Yvonne Hamilton
Cc: Jenorgen Guillen (JGuillen@nbvillage.com); Jenice Rosado; Evelyn Herbello; Bert Wrains
Subject: Part-Time Labor/Commission Authorization?

Yvonne, did the attached contract executed by Sam Zamacona back on May 9, 2011 go before the Commission for approval?

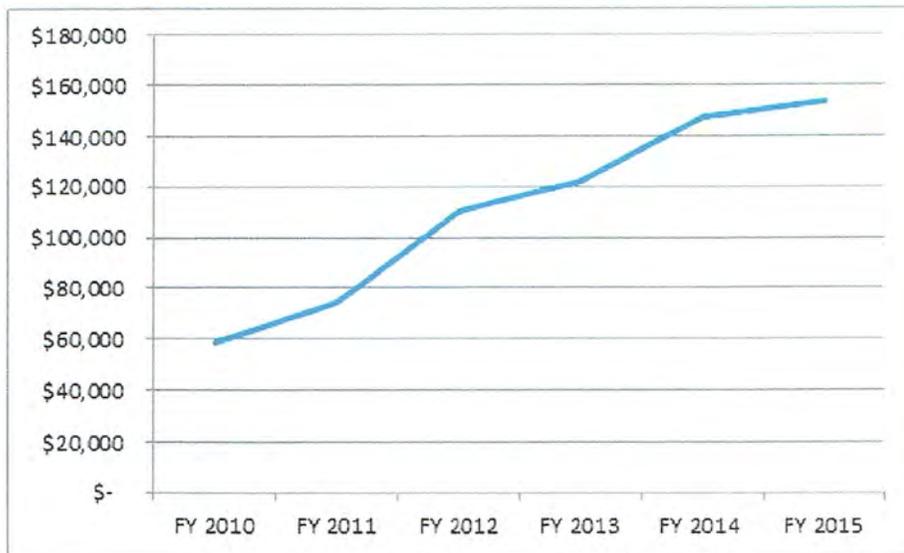
Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

Frank Rollason

From: Sandra Zamacona
Sent: Tuesday, February 16, 2016 10:04 AM
To: Frank Rollason
Cc: Bert Wrains; Beatriz Perez
Subject: RE: Historical Payout Research for Labor Ready Vendor
Attachments: TEMPORARY PERSONNEL EXPENSES 2010-2015.xlsx; FY 2010 LABOR READY - TEMPORARY PERSONNEL.pdf; FY 2011 LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2012 LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2013 LABOR READY - TEMPORARY PERSONNEL.pdf; FY 2014 LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2015(PARTIAL) LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2015(Tyler) LABOR READY -TEMPORARY PERSONNEL.pdf

Labor Ready -Temporary Personnel for Public Works.

FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
\$58,462	\$73,990	\$109,917	\$121,841	\$147,511	\$153,678



Sandra Zamacona
Senior Accountant
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Te: (305) 756-7171 ext. 71
Fax: (305) 756-7722
www.nbvillage.com

CORAL GABLES FEBRUARY 4, 2016 5:58 PM

Report: Coral Gables city manager mismanaged nearly \$1 million while overseeing Hollywood

HIGHLIGHTS

A Broward Inspector General's preliminary report sustains misconduct allegations

Coral Gables officials still support Cathy Swanson-Rivenbark, who was hired in 2014

Under her tenure, Hollywood spent nearly \$1 million on temp employees without commission approval



Coral Gables City Manager Cathy Swanson-Rivenbark, formerly Hollywood's city manager. Photo provided by city of Coral Gables

BY LANCE DIXON
ldixon@miamiherald.com

Coral Gables City Manager Cathy Swanson-Rivenbark is once again being blamed for a nearly million-dollar mishap during her time running staff and operations for the city of Hollywood.

Broward's Office of the Inspector General supported and sustained allegations of misconduct and gross mismanagement by Swanson-Rivenbark and members of her staff in Hollywood during the 2013 and 2014 fiscal years, according to a preliminary report.

In September 2014 it was revealed that city officials allowed more than \$973,000 in spending on temporary workers without city commission approval and in violation of Hollywood's procurement code. The manager's threshold for spending without commission approval is \$50,000.

The next month she applied for Coral Gables' vacant city manager position and by November 2014 she had the job. Hollywood commissioners unsuccessfully called for her to resign before she left and also denied a request to retroactively approve the spending for the workers.

The OIG's preliminary report led to a special meeting of the Hollywood commission on Jan. 26, in which they voted to file an ethics complaint with the International City Management Association.

"I feel we need to prove to our residents as well as to the city as a whole that we need to take some action," Hollywood Commissioner Traci Callari said at the Jan. 26 meeting.

The inspector general gave anyone named in the report until Feb. 3 to give a response to their preliminary report.

“

WHEN THE SITUATION CAME TO LIGHT IN SEPTEMBER 2014, [HOLLYWOOD] CITY OFFICIALS GLOSSED OVER THE VIOLATIONS AND PROVIDED THE COMMISSION WITH MISLEADING AND INACCURATE STATEMENTS.

-Broward Office of the Inspector General report

Swanson-Rivenbark hired attorney Ben Kuehne to represent her as the investigation continues and filed her response this week. In an emailed statement, the city manager said she believes her reply to the inspector general will clarify her side of things.

"Our detailed response to the OIG will fully illuminate the true circumstances of what happened," Swanson-Rivenbark wrote in her statement. "I'm really proud of all the accomplishments Hollywood made during my tenure including critical public safety improvements, financial reforms, commercial revitalization, community beautification, ethics training and enhanced quality of life."

Coral Gables officials defended Swanson-Rivenbark and said the OIG's report shouldn't have been made public until the named parties were allowed to respond and the report was finalized.

"For the city of Hollywood to take action before she's been given due process, in my opinion, is wrong," Coral Gables City Attorney Craig Leen said.

Gables Commissioner Patricia Keon, who brought up the issue during the November 2014 meeting to hire Swanson-Rivenbark, said she still doesn't believe the former Hollywood manager did anything wrong.

"When the final document is released if at that time there is some action to be taken, we'll take that action," Keon said.

The report finds that Hollywood city officials never tried to find cheaper rates for the workers — who were paid on an ad-hoc basis — and that they spent more than \$620,000 on the temps in 2014 despite allotting no money to pay for them in the 2013-14 budget.

Their interviews also found that Hollywood City Attorney Jeff Sheffel was aware of the improper spending at least a month before the commission was notified in September 2014.

“When the situation came to light in September 2014, city officials glossed over the violations and provided the commission with misleading and inaccurate statements,” the report read.

Swanson-Rivenbark told investigators that she didn’t know she exceeded her spending limit until the day before the TransHire temporary staffing issue was discussed at Hollywood’s Sept. 3, 2014, commission meeting.

“She advised that she is unaware why staff knew of expenditures exceeding fifty-thousand dollars for this vendor during each fiscal year but did not make her aware,” the report read.

She placed part of the blame on the Hollywood budget department and on the city’s human resources director, Gail Reinfeld, and assistant HR director Lisa Powell, who both retired in early 2014.

Swanson-Rivenbark told the Gables commission essentially the same thing during the November 2014 meeting in which she was hired.

“The people that set those procedures in motion were no longer there,” Swanson-Rivenbark said at that meeting. “I had never been involved in it before.”

Lance Dixon: 305-376-3708, @LDixon_3

RELATED CONTENT

- Read the report about mismanagement by then-Hollywood City Manager Cathy Swanson-Rivenbark

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COMMENTS

5 Comments

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 Add a comment...

 **Oly Trigo**
It is the managers position to go through all of the financial reports on a monthly bases. Shame on her if she left it up to others and not check there work ethics. No excuse for a manager.

Like Reply  5 · Feb 4, 2016 4:17pm

 **Paul C Hunt** · Faculty (division) at Florida International University
You must be left over from the 'lynch mob' era when they just hanged people before the trial. We are in a new century where everyone is considered innocent until proven guilty having been given a proper opportunity to give her side of the story.

Like Reply Feb 5, 2016 11:45am

 **Helen Chervin** · Hollywood, Florida
Shame, the manager is accountable for the spending. Oly's post said it right on.

Like Reply  3 · Feb 4, 2016 5:39pm

 **Paul C Hunt** · Faculty (division) at Florida International University
So, are you in the same 'lynch mob' as Oly Trigo or a separate mob. Do you really enjoy hanging people before their 'day in court?' I will just remind you that in our civilized society, we do not do that.

Like Reply Feb 6, 2016 11:52am

 **Oly Trigo**
Paul C Hunt I guess you didn't understand what I said, I didn't say she was guilty of wrong doing, I said that as a manager she should have checked her staff work. Now, as to my hanging people before there day in court, I don't make any conclusions until all the evidence is presented in front of me. So I think you need to continue your liberal education in FIU.

Like Reply Feb 7, 2016 8:12am

 **Paul C Hunt** · Faculty (division) at Florida International University
Cathy Swanson-Rivenbark is the most dedicated, experienced, hard-working, brightest and honest public servant that you could ask for. I believe her integrity is beyond reproach. Perhaps with '20/20 hindsight' the issue of the use of temporary employees in Hollywood might have been handled differently. However, when you are trying to efficiently and effectively run a sizeable city to provide the best services possible to the public, you make executive decisions. You expect that your staff will do their jobs and advise the city manager of proper procedures and regulations. I cannot see why ... [See More](#)

Like Reply  2 · Feb 4, 2016 3:42pm

 **Gonzalo Sanabria** · Coral Gables, Florida
If rules were broken and violations of an ethical or more serious nature occurred we will know as the report is finalized.

If those practices are also ongoing in Coral Gables we will discover them as well

No one is exempt and we'll await to see the reports conclusions

Like Reply Feb 5, 2016 4:51am

 **Paul C Hunt** · Faculty (division) at Florida International University
[Gonzalo Sanabria](#) It was unusual that the report was released to the public before it was released to Cath

Democratic Presidential Candidate Hillary Clinton Campaigns In Las Vegas

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The Reason Why Could Make
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By Gillette

LABOR READY

Agreement To Supply Temporary Employees

Customer Name ("Customer") CITY OF NORTH BAY VILLAGE
Customer Phone (305) 756-7171

Customer Address 7903 EAST DRIVE NORTH BAY VILLAGE, FL 33141
--

This Agreement to Supply Temporary Employees ("Agreement") is entered into between Customer and Labor Ready ("Supplier"). The parties acknowledge that Customer has received and agreed to: (i) this Agreement; and (ii) the Terms and Conditions to the Agreement to Supply Temporary Employees ("Terms and Conditions"). The parties agree that the Terms and Conditions are fully incorporated herein as part of this Agreement.

Supplier agrees to provide Temporary Employees ("TEs") to work under Customer's supervision to assist in Customer's business activities as follows:

Guarantee. If you are unhappy with any TE for any reason, simply let us know within the first two (2) hours. You will not be billed for that TE and we will send out a replacement immediately.

No Fee to Hire. There is never a fee to you to hire a TE. Simply let us know the date you wish to hire a TE.

Minimum Work Day. Customer agrees to a minimum charge of four (4) hours per TE per day.

Safety. Since Supplier's TEs will be under Customer's supervision, Customer's will include TEs in Customer's safety program and Customer will comply with safety regulations and provide any necessary site-specific safety training and equipment. Supplier conducts a 30-point pre-employment safety screening and provides general safety awareness through our Health and Safety Program. We can also provide drug and background screening, at your request, for an additional fee.

Time Cards. TEs will arrive on your job site each day with a time card or work ticket to record the hours they have worked. Please fill out and sign that time card with the hours worked by each TE and return it to Supplier at the end of each shift.

Adjustment of Rates. The Agreed Hourly Bill Rates (attached), are in affect for one year and are subject to adjustment from time to time by Labor Ready to reflect increases in Labor Ready's actual or government mandated cost for wages, withholding amounts, governmental taxes, assessments, health care, Workers' Compensation insurance increases, and/or any other cause beyond the reasonable control of Labor Ready. Labor Ready will endeavor to notify the Customer fourteen (14) days before the effective date of the increase in the hourly rate along with information supporting the reason for the increase. Customer may terminate this Agreement by giving written notice to Labor Ready prior to the effective date provided; otherwise the adjusted hourly rate will become effective on the date specified in the notice. Labor Ready shall also have the right to increase Bill Rates in the geographic areas affected by any force majeure, act of God, action of the elements, flood, fire, government restrictions, wars, insurrections, terrorist threats or actions, and/or any other cause beyond the reasonable control of Labor Ready.

Supervision. Customer understands that Supplier will not be providing supervision services for its TEs under this Agreement and that Customer shall be responsible for supervising and directing the activities of the TEs. Customer acknowledges that Supplier is not a licensed general contractor or subcontractor, and Supplier shall not be responsible for obligations of Customer's project, including (without limitation) the construction schedule, trade scope details, construction details, performance guarantees or accuracy or warranties of construction. Nor shall Supplier have responsibility for materials or installation, acquiring permits, conducting safety meetings, posting signs, providing water or power, delays, defaults, or furnishing a bond. Supplier's sole warranty hereunder is the replacement of unsatisfactory TEs without charge according to the Guarantee.

Terms and Conditions. Customer acknowledges receipt of and agreement to the Terms and Conditions which are fully incorporated herein.

Addenda. The Agreed Hourly Bill Rates attached hereto are fully incorporated herein by this reference.

Acknowledged and Agreed:

Customer:	
By: (Print Name)	<i>Sam Zamacora</i>
Signature:	<i>[Signature]</i>
Title:	Public Works Dir.
Date:	5-9-11

Supplier: Labor Ready	
By: (Print Name)	Ryan Sullivan
Signature:	
Title:	Data & Proposal Manager
Date:	11/22/10



Terms and Conditions to the Agreement to Supply Temporary Employees

These Terms and Conditions to the Agreement to Supply Temporary Employees ("Terms"), apply to, and are incorporated within, the Agreement to Supply Temporary Employees ("Agreement") entered into between Customer and Supplier or between Customer and Supplier's Corporate affiliates. The parties agree that Supplier and its affiliates are vendors of temporary employees ("TEs") and Customer has requested that Supplier provide TEs to assist the Customer in the completion of Customer's business activities. The parties acknowledge that they have read, understand, and agree to all of the terms and conditions set forth below which shall be incorporated into the Agreement.

1. DUTIES OF SUPPLIER

- (a) Supplier shall pay TE wages as due and withhold from TE's wages and promptly pay to the appropriate governmental agencies all required taxes, social security, FICA and SUTA.
- (b) Supplier shall provide Workers' Compensation insurance for the TEs in accordance with state law.
- (c) Supplier is an equal opportunity employer and, as such agrees to comply with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974.
- (d) Supplier complies with the Immigration Reform and Control Act of 1986, and shall complete and maintain an I-9 form for all TEs.

2. PAYMENT TERMS

- (a) Customer shall approve a time card for each TE, or otherwise accurately report the daily hours worked by TEs.
- (b) Customer shall pay for billing time commencing upon the TE's arrival at the requested time and pay overtime charges as applicable to overtime paid according to law.
- (c) Customer shall provide credit references if requested and authorizes Supplier to obtain credit information about Customer from time to time and authorizes these references to release credit information to Supplier.
- (d) Customer shall determine during the term of the applicable Guarantee whether TEs meet Customer's skill, competency, license, experience, or other requirements, and only assign TEs duties consistent with their skills and abilities.
- (e) Customer shall pay each weekly invoice from Supplier for the TEs provided according to the rates set forth on the Agreement. Invoices are due within seven (7) days of the invoice date, with no retained percentage withheld from payment due Supplier, and without regard to Customer's receipt of payment from any other party. Customer agrees to pay interest charges of 1½% per month, or the maximum rate permitted by law, together with reasonable attorney's fees and/or collection fees for invoices which are unpaid more than thirty (30) days after the date of the invoice. Customer's failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt shall constitute irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice.
- (f) Customer agrees that the bill rates, are in effect for one (1) year from the date of the Agreement and are subject to adjustment from time to time to reflect increases in Supplier's actual or government mandated cost for wages, withholding amounts, governmental taxes, assessments, health care, Workers' Compensation insurance, and/or any other cause beyond the reasonable control of Supplier. Supplier will endeavor to notify the Customer fourteen (14) days before the effective date of the increase in the rate along with information supporting the reason for the increase. Customer may terminate this Agreement by giving written notice to Supplier prior to the effective date provided; otherwise the adjusted rate will become effective on the date specified in the notice.

3. SAFETY AND COMPLIANCE WITH LAWS

- (a) Customer agrees to comply with all applicable laws and ordinances relating to health and safety on the jobsite, and agrees to include each TE in the Safety and Health Program which covers Customer's employees in the performance of similar work and to provide Personal Protective Equipment, clothing, or devices necessary for any work to be performed or used by Customer's employees in the performance of similar work. Customer agrees to provide site specific safety orientation and training to each TE prior to any work.
- (b) Supplier and Customer shall comply with all applicable federal, state and local laws and regulations concerning employment, including but not limited to: wage and hour, breaks and meal period regulations, the hiring and discharge of employees, Title VII and the FLSA. Supplier and Customer shall provide a workplace free from discrimination and unfair labor practices.
- (c) Customer shall determine and notify Supplier in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage should be paid to the TEs. Customer shall indemnify and hold harmless Supplier for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from failure to ensure compliance with any such law or this paragraph. In no event shall Customer be relieved of its primary responsibility for ensuring complete and accurate compliance with all local, state, and federal laws relating to prevailing wages.

4. SUPERVISION AND SCOPE OF SERVICES

- (a) Customer understands that Supplier will not be providing supervision services for its TEs under the Agreement and that Customer shall be responsible for supervising and directing the activities of TEs. Customer shall not allow the TEs to engage in any unsafe practice and shall provide any site specific safety orientation, training, and equipment or other devices necessary for the work to be performed.
- (b) Customer acknowledges that Supplier is not a licensed general contractor or subcontractor, and Supplier shall not be responsible for obligations of Customer's project, including (without limitation) the construction schedule, trade scope details, construction details, performance guarantees or accuracy or warranties of construction. Nor shall Supplier have responsibility for materials or installation, acquiring permits, conducting safety meetings, posting signs, providing water or power, delays, defaults, or furnishing a bond. Supplier's sole warranty hereunder is the replacement of unsatisfactory TEs without charge according to the Guarantee.
- (c) Without the prior written agreement of Supplier, Customer will not entrust Supplier's TEs with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property. Nor shall Customer allow Supplier's TEs to operate machinery, equipment or motor vehicles without the prior written permission of Supplier in each occasion.

5. INDEMNITY AND INSURANCE

- (a) Supplier further agrees at all times during the Agreement to self-insure or maintain in full force and effect Workers' Compensation and property damage insurance for the indemnity provision below.
- (b) Except as set forth below regarding the operation of motor vehicles, to the fullest extent permitted by law, Supplier and Customer each agree to defend, indemnify, and hold the other harmless from and against claims, demands, and liabilities arising out of or in connection with the work performed for Customer by TEs, but only to the extent of the indemnifying party's negligence, if any, as proven. In the event any action to enforce the Agreement or these Terms, the prevailing party will be entitled to reasonable attorney's fees and costs.
- (c) Unless agreed in a separate written agreement, Customer shall not request or permit any TE to operate any motor vehicle owned or controlled by Customer on any public street and shall insure, defend, indemnify, and hold Supplier harmless from any breach by Customer of this provision, or any operation of such a vehicle by any TE.



Exhibit A - Hourly Bill Rates for CITY OF NORTH BAY VILLAGE

Effective as of 01/01/2011 for each Temporary Employee dispatched to perform General Labor.

State/Location	Regular (Straight Time) Bill Rate
AK	\$ 13.23
AL	\$ 12.70
AR	\$ 12.66
AZ	\$ 12.34
CA-Bay/Southern	\$ 14.35
CA-Central/North	\$ 14.19
CA-San Francisco	\$ 17.59
CO	\$ 12.38
CT	\$ 14.53
DC	\$ 14.38
DE	\$ 12.50
FL	\$ 12.51
GA	\$ 12.31
HI	\$ 12.50
IA	\$ 12.89
ID	\$ 12.41
IL	\$ 14.74
IN	\$ 12.56
KS	\$ 12.29
KY	\$ 12.38
LA	\$ 12.30
MA	\$ 13.70
MA - CAPE COD	\$ 13.70
MD	\$ 13.26
ME	\$ 13.36
MI	\$ 13.43
MN	\$ 12.36
MO	\$ 12.08
MS	\$ 12.30

State/Location	Regular (Straight Time) Bill Rate
MT	\$ 13.00
NC	\$ 12.18
ND	\$ 12.11
NE	\$ 12.25
NH	\$ 12.44
NJ	\$ 12.57
NM	\$ 12.73
NM-Santa Fe	\$ 16.71
NV	\$ 14.42
NY	\$ 12.81
OH	\$ 13.10
OK	\$ 12.51
OR	\$ 14.62
PA	\$ 12.93
RI	\$ 12.86
SC	\$ 12.42
SD	\$ 12.25
TN	\$ 12.55
TX	\$ 12.60
UT	\$ 12.15
VA	\$ 12.28
Northern VA	\$ 12.71
VT	\$ 14.36
WA	\$ 15.22
WI	\$ 12.78
WV	\$ 12.22
WY	\$ 13.35
Puerto Rico	\$ 12.51

Labor Ready operates through the following companies:

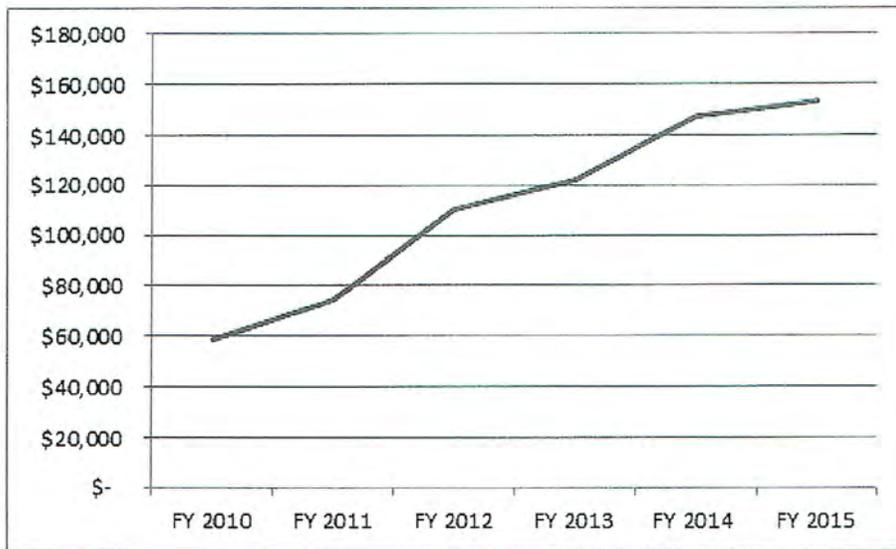
Entity	Fed ID	States of Operation
Labor Ready Northeast, Inc.	22-3606734	CT, ME, NJ, DE, MD, NY, DC, MA, PA, RI, NH, VT
Labor Ready Southeast, Inc.	22-3606731	AL, KY, LA, GA, MS, FL
Labor Ready Mid-Atlantic, Inc.	22-3606736	IN, OH, VA, NC, SC, WV, TN
Labor Ready Central, Inc.	22-3606738	AR, MO, TX, CO, NM, WY, KS, OK
Labor Ready Midwest, Inc.	22-3606735	IL, MN, SD, IA, NE, WI, MI, ND
Labor Ready Northwest, Inc.	22-3606733	AK, MT, OR, HI, WA, ID
Labor Ready Southwest, Inc.	22-3606730	AZ, UT, CA, NV

Frank Rollason

From: Sandra Zamacona
Sent: Tuesday, February 16, 2016 10:04 AM
To: Frank Rollason
Cc: Bert Wrains; Beatriz Perez
Subject: RE: Historical Payout Research for Labor Ready Vendor
Attachments: TEMPORARY PERSONNEL EXPENSES 2010-2015.xlsx; FY 2010 LABOR READY - TEMPORARY PERSONNEL.pdf; FY 2011 LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2012 LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2013 LABOR READY - TEMPORARY PERSONNEL.pdf; FY 2014 LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2015(PARTIAL) LABOR READY -TEMPORARY PERSONNEL.pdf; FY 2015(Tyler) LABOR READY -TEMPORARY PERSONNEL.pdf

Labor Ready -Temporary Personnel for Public Works.

FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
\$58,462	\$73,990	\$109,917	\$121,841	\$147,511	\$153,678



Sandra Zamacona
Senior Accountant
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Te: (305) 756-7171 ext. 71
Fax: (305) 756-7722
www.nbvillage.com

Frank Rollason

From: Yvonne Hamilton
Sent: Tuesday, February 16, 2016 4:05 PM
To: Frank Rollason
Cc: Jenorgen Guillen; Jenice Rosado; Evelyn Herbello; Bert Wrains
Subject: RE: Part-Time Labor/Commission Authorization?

No. Plus, only the Village Manager and the Mayor are authorized to sign contracts on behalf of the Village.

From: Frank Rollason
Sent: Tuesday, February 16, 2016 8:08 AM
To: Yvonne Hamilton
Cc: Jenorgen Guillen (JGuillen@nbvillage.com); Jenice Rosado; Evelyn Herbello; Bert Wrains
Subject: Part-Time Labor/Commission Authorization?

Yvonne, did the attached contract executed by Sam Zamacona back on May 9, 2011 go before the Commission for approval?

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO CIVIL CITATIONS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, section 8CC-11(a) of the Code of Miami-Dade County requires a municipality to enter into an Interlocal Agreement in order to enforce the provisions of Section 8CC within its municipal boundaries; and

WHEREAS, the attached Interlocal Agreement between Miami-Dade County, Florida and North Bay Village authorizes the North Bay Village Police Department to enforce Section 21-81 of the Miami-Dade County Code, including the ability to issue civil violation notices and provides costs related to conduct hearings on appeals, as well as costs associated with administering the program.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization of Village Manager: The Village Manager is hereby authorized to execute and otherwise enter into the attached agreement between North Bay Village and Miami-Dade County, Florida, attached hereto as "Exhibit 1" for the enforcement of Section 8CC of the Miami-Dade County Code as it relates to Section 21-81.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps
Vice Mayor Jorge Gonzalez
Commissioner Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

PASSED AND ADOPTED this 8th day of March 2016.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

Robert L. Switkes & Associates, P.A.
Village Attorney

North Bay Village Resolution: Interlocal Agreement with Miami-Dade County for Enforcement of Civil Violations, Section 21-81 of Miami-Dade County Code.



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 29, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Frank K. Rollason
Village Manager 

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY RELATING TO CIVIL CITATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

FKR:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Sec. 21-81. - Misdemeanor; adoption of State law; penalties.

(a)

It shall be unlawful and a violation of this article for any person to commit within Miami-Dade County, Florida, any act which is recognized by the laws of the State of Florida as a misdemeanor.

(b)

All statutes of the State of Florida defining and prohibiting criminal offenses against the State not punishable by death or by imprisonment in the state prison and defined by State law as misdemeanors are adopted and incorporated by reference as part of this article to the same extent and to the same effect as if the provisions of each such statute was set out in full herein defining and prohibiting each such offense against the State to be an act prohibited by or an offense in violation of this article.

(c)

All acts defined as misdemeanors in said State statutes are hereby prohibited and declared to be violations of this article and any person or corporation shall, upon conviction in the court of appropriate jurisdiction for violation thereof, be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the County Jail for not more than sixty (60) days, or by both such fine and imprisonment, but in no case shall the fine or imprisonment imposed under this article be greater than the maximum fine or penalty for the same offense under the State statute.

(d)

The following misdemeanor violations, as such may be amended from time, are eligible to receive a civil violation notice pursuant to chapter 8CC of the Code of Miami-Dade County, Florida, at the discretion of a law enforcement officer, provided that such violations are not charged in conjunction with any charge that is a felony, driving under the influence (DUI), incident involving domestic violence, or violent crime, as those terms are defined under State law:

(1)

Florida Litter Law, as set forth in Fla. Stat. section 403.413(6)(b), as such may be amended from time to time;

(2)

Illegal Use of Dairy Cases, Egg Baskets, Poultry Boxes, or Bakery Containers, as set forth in Fla. Stat. section 506.509, as such may be amended from time to time;

(3)

Trespass on Property Other Than Structure or Conveyance, as set forth in Fla. Stat. section 810.09, as such may be amended from time to time;

(4)

Retail Theft by Removal of a Shopping Cart, as defined in Fla. Stat. section 812.015(1)(d), as such may be amended from time to time;

(5)

Loitering or Prowling, as set forth in Fla. Stat. section 856.021, as such may be amended from time to time;

(6)

Possession of Cannabis in an amount of 20 grams or less, as set forth in Fla. Stat. section 893.13(6)(b), as such may be amended from time to time; and

(7)

Possession of Drug Paraphernalia, as set forth in Fla. Stat. sections 893.146 and 893.147(1)(b), as such may be amended from time to time.

An individual issued a civil violation notice for any of the violations listed in this subsection shall be subject to fine in accordance with chapter 8CC of the Code of Miami-Dade County, Florida, and shall be eligible for the Miami-Dade County Diversion Program, pursuant to section 8CC-5.1 of the Code of Miami-Dade County, Florida, and Implementing Order 2-12, or its successor Implementing Order of the Board of County Commissioners.

(Ord. No. 70-15, § 1, 2-25-70; Ord. No. 15-47, § 1, 6-30-15)

**INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND**

**FOR THE ENFORCEMENT OF SECTION 8CC OF THE MIAMI-DADE COUNTY
CODE AS IT RELATES TO SECTION 21-81 OF THE MIAMI-DADE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this ____ day of _____, _____, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter "COUNTY") and _____, a Florida municipal corporation (hereafter "MUNICIPALITY").

WITNESSETH

WHEREAS, Section 21-81 of the Code of Miami-Dade County (“Code”) applies to all municipalities in the County and is enforced, in part, through civil penalties under Section 8CC of the Code; and

WHEREAS, municipalities in the County may enforce the provisions of Section 21-81 of the Code, pursuant to Section 8CC-11 upon the adoption by the County and municipalities of an interlocal agreement which contains (1) the sections of the Code which the municipality is entitled to enforce, (2) the job title of the agents of the municipality authorized to perform the enforcement functions, (3) the amount reimbursable to the County for administrative costs, (4) the amount of revenue reimbursable to the municipality from any fine collected, (5) an agreement to indemnify and hold the County harmless from and against any liability, actions or causes of actions related to the municipality’s enforcement, and (6) contain a term not to exceed three (3) years; and

WHEREAS, the parties agree that it is in their mutual best interests and the best interests of the citizens of the COUNTY and the MUNICIPALITY to have the MUNICIPALITY enforce the provisions of Section 21-81 of the Code through Section 8CC,

NOW, THEREFORE, IN CONSIDERATION of the mutual benefits derived here from and in compliance with Section 8CC-11 of the Code, the parties covenant and agree as follows:

I. CODE SECTIONS SUBJECT TO ENFORCEMENT

The MUNICIPALITY is authorized to enforce Section 21-81 of the Code in accordance with the provisions of Section 8CC of the Code, including but not limited to the ability to issue civil violation notices under Section 8CC-10 of the Code for violations of Section 21-81(d)1 through and including 21-81(d)7 of the Code, within its municipal boundaries. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit, supersede, or remove the independent authority of the COUNTY to enforce such provisions.

II. AUTHORIZED AGENTS

All law enforcement officers as defined by Florida State Statute 943.10(1) that are employed by the MUNICIPALITY are authorized by this Agreement to perform the enforcement functions outlined in, and in accordance with, this Agreement.

III. AMOUNT REIMBURSABLE TO MIAMI - DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS

The MUNICIPALITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as outlined in Section I above and shall also be responsible for reimbursing the County for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. Such funds shall be payable to Miami-Dade County within thirty (30) days of receipt of an invoice for such services.

IV. AMOUNT OF REVENUE REIMBURSABLE TO THE MUNICIPALITY FROM THE FINE COLLECTED

The CLERK OF COURTS will reimburse on a quarterly basis to the MUNICIPALITY the fines collected from the issuance of civil violation notices for violations of Section 21-81 of the Code as set forth in Section 8CC. Prior to the reimbursement, the CLERK OF COURTS will deduct 17% - 20% from the fines collected for their administrative costs of processing the civil violation notices. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the COUNTY shall keep the entire processing fee paid by the violator.

V. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period the COUNTY and the MUNICIPALITY may enter a new interlocal agreement as required by section 8CC-11 of the Miami-Dade County Code in order for the MUNICIPALITY to continue its enforcement efforts.

VI. MUNICIPALITY INDEMNIFICATION

Subject to the limitations set forth in Section 768.28, F.S., and all applicable laws, the MUNICIPALITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action or damages of any nature whatsoever, arising from the act, omission or performance or failure of performance of the MUNICIPALITY or the MUNICIPALITY's agents, contractors, servants and employees hereunder relative to the enforcement of the provisions of Section 21-81 of the Code pursuant to Section 8CC of the Code. The MUNICIPALITY shall defend the COUNTY in any action including any action in the name of the COUNTY.

VII. DEFAULT

A. Without limitation, the failure by the MUNICIPALITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “Municipal Default”. If a Municipal Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the MUNICIPALITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give MUNICIPALITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Municipal Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the MUNICIPALITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY’s reasonable satisfaction, then it shall be deemed that no Municipal Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the MUNICIPALITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the MUNICIPALITY. Provided, however, that the MUNICIPALITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the MUNICIPALITY of said default to cure any County Default unless the MUNICIPALITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the MUNICIPALITY's reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

VIII. CANCELLATION

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the MUNICIPALITY upon thirty (30) days written notice.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the MUNICIPALITY agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

X. ENTIRETY OF AGREEMENT

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to matters 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. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto and their authorized representatives.

XI. HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

XII. RIGHTS OF OTHERS

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

XIII. REPRESENTATION OF THE MUNICIPALITY

The MUNICIPALITY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the MUNICIPALITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

XIV. REPRESENTATION OF COUNTY

The COUNTY represents that: (i) this Agreement has been duly authorized, executed and delivered by the governing body of the COUNTY or its designee; and (ii) the County has the required power and authority to perform this Agreement.

XV. WAIVER

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

XVI. INVALIDITY OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

XVII. NOTICE

Notices to MUNICIPALITY provided for herein shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

with copy to:

_____ Attorney

and notices to COUNTY, if sent by Federal Express or certified mail, return receipt requested.

postage prepaid addressed to:

County Mayor
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, FL 33128

with copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, FL 33128

Or such other respective address as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
DEPUTY CLERK

By: _____
Carlos A. Gimenez
County Mayor

Approved as to form and legal
sufficiency:

Christopher A. Angell
Assistant County Attorney

ATTEST:

_____, a Florida
Municipal Corporation

By: _____

City Clerk

By: _____

Approved as to form and legal
sufficiency:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 151.11(A)(39) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, ENTITLED "FILMING," TO AMEND PERMIT CRITERIA AND VARIANCES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the presence of filming in residential neighborhoods can create negative compatibility impacts, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, the Village Commission feels that it is in the safety and welfare of the general public to allow the Village Manager the authority to reject filming permits and variances, at his or her discretion, when property owners adjacent to the property requesting the permit object to said filming.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1: Chapter 151 Amended.

A. Section 151.11(A)(39), entitled "Filming," of the Village Code of Ordinances is amended to read as follows:

* * *

(39) Filming
Purpose and objectives.

(a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Film or filming means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith.

Permit means a permit issued by the Village in accordance with the terms of this article.

Village Manager means the Village Manager or authorized designee.

(b) *Applicability of article.* This article shall apply to all the lands within the Village's jurisdiction, whether public or private.

(c) *Permits.*

1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from the Village Manager. All permits shall be conspicuously displayed at the filming location.
 2. Permit application. Applications for a permit:
 - i. Shall be on the form provided by the Village.
 - ii. Shall identify the applicant.
 - iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the Village shall require proof of ownership, such as the deed, or if applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership.
 - iv. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of \$1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as additional insured.
 - v. Shall include a parking plan for automobiles, trucks and other vehicles connected with the filming.
 - vi. Shall include a site plan for the locations where filming will be conducted.
 - vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.
 3. Limitations on permits. Permits issued by the Village shall be subject to the following:
 - i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m.
 - ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as, requiring off-duty police officers to be present during filming.
 4. Permit fees. A permit fee in the amount of \$200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty.
 5. Permit criteria. A filming permit shall be granted, unless the Village Manager finds that the proposed filming:
 - i. Unduly impedes governmental business or public access;
 - ii. Conflicts with previously scheduled activities; or
 - iii. Imperils public safety.
- iv. Is objected to by the property owners adjacent to the property requesting the permit. * * *

Section 2. Repeal. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 3. Severability. The provisions of this Ordinance are declared to be non-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 render this Ordinance void in its entirety.

Section 4. Inclusion in the Code. It is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of North Bay Village; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

The foregoing Ordinance was offered by _____, who moved for its approval on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	_____
Vice Mayor Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this ___ day of _____ 2016.

The foregoing Ordinance was offered by _____, who moved for its enactment. This motion was seconded by _____ and upon being put to a vote, the vote was as follows:

FINAL VOTE ON ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Jorge Gonzalez _____
Commissioner Richard Chervony _____
Commissioner Andreana Jackson _____
Commissioner Eddie Lim _____

PASSED AND ENACTED by the Commission of North Bay Village this ____
day of _____ 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne Hamilton, Village Clerk

APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE ONLY:

Village Attorney
Robert L. Switkes & Associates, P.A.

North Bay Village Ordinance: Filming



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

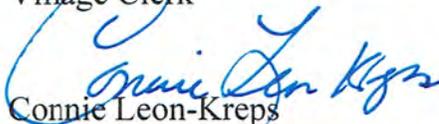
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: February 29, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Connie Leon-Kreps
Mayor

SUBJECT: Introduction of Ordinance

Pursuant to Section 3.08 of the Village Charter, I hereby introduce the following Ordinance:

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 151.11(A)(39) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, ENTITLED "FILMING," TO AMEND PERMIT CRITERIA AND VARIANCES; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

CLK:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

15A

MEMORANDUM

DATE: March 8, 2016

TO: Mayor Connie Leon Kreps
Vice-Mayor Jorge Gonzalez
Commissioner Dr. Richard Chervony
Commissioner Andreana Jackson
Commissioner Eddie Lim

FROM: Yvonne P. Hamilton, CMC
Village Clerk

SUBJECT: Appointment of Member to the Arts Cultural & Special Events Board
and the Community Enhancement Board

It is recommended that the Village Commission consider the appointment of Aniley Perez, of 7900 Harbor Island Drive, to the Arts, Cultural & Special Events Board and the Community Enhancement Board. Each Board is to consist of five (5) members.

Only Kokoa Woodget currently serves on the Arts, Cultural & Special Events Board.

With the recent resignation of the Chair of the Community Enhancement Board, there remains one (1) vacancy. The following citizens serve on the Board:

Diana Quintero, Vice Chair
Dora Tano
Ana Watson
Kokoa Woodget

Attachment: Board Application

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

BOARD/COMMITTEE APPLICATION

NAME Aniley Rerez TELEPHONE # 305 318 9190
 MAILING ADDRESS 7900 Harbor Island Dr #1407 Miami, FL 33141
 EMAIL ADDRESS: Anileymiami@gmail.com
 VILLAGE RESIDENT: YES NO HOW MANY YEARS 1+
 BUSINESS OWNER: YES NO PAST OR PRESENT
 NAME AND ADDRESS OF BUSINESS _____

HOW LONG HAVE YOU BEEN OPERATING IN THE VILLAGE? _____

CHECK THE BOARD COMMITTEE YOU WOULD LIKE TO SERVE ON:

- ANIMAL CONTROL ADVISORY COMMITTEE COMMUNITY ENHANCEMENT BOARD
- ARTS, CULTURAL & SPECIAL EVENTS BOARD PLANNING & ZONING BOARD
- BUSINESS DEVELOPMENT ADVISORY BOARD YOUTH & EDUCATION SERVICES BOARD
- CITIZENS BUDGET AND OVERSIGHT BOARD SPECIAL NEEDS ADVISORY BOARD
- SIGNAGE REVIEW COMMITTEE

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES NO

HAVE YOU EVER SERVED ON A VILLAGE BOARD/COMMITTEE? YES NO

HAVE YOU EVER BEEN A VILLAGE EMPLOYEE? YES NO

ARE YOU A REGISTERED VOTER? YES NO (Attach copy of Voter Registration Card)

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE:

I have participated in donating to children in need with my company Turbbery. I've done a 4 month internship at Related USG and helped manage incoming staff understand what company offers them and what is expected of them. I seek to help in anyway I can to better our town NBV.

PLEASE COMMENT ON HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE: (use additional page if necessary)

I am a real estate broker for Turbbery International Realty, have extensive knowledge on contracts and laws. I also have a Bachelors Degree in supervision and management with certificate in Business specialst.

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members complete Form 1, Statement of Financial Interest and other Boards Members complete "Source of Income Statement".

Mayor Connie Leon-Kreps Vice Mayor Jorge Gonzalez Commissioner Dr. Richard Chervony Commissioner Wendy Duvall Commissioner Eddie Lim

Yvonne Hamilton

From: Aniley Perez <anileymiami@gmail.com>
Sent: Saturday, February 13, 2016 2:48 PM
To: Yvonne Hamilton
Cc: Jorge Gonzalez
Subject: Greetings

Yvonne;

It was nice to see you at the meeting the other night although we did not get to speak. The other position I was applying for was not on the agenda "arts and cultural". I would still like to apply to it, but I am also interested in being part of the community enhancement board.

Please let me know when is the next meeting and if you need anything else from me.

Warm regards,

Aniley



Aniley Perez, P.A.
Broker Associate
Turnberry International Realty
20445 Biscayne Blvd Suite #8
Aventura, FL 33180
C 305.318.9190
O 305.935.0300
Anileymiami@gmail.com
www.turnberryrealty.com

§ 32.02 Vacancies of membership on Village Boards.

(A) Upon a vacancy, for any reason, of a Village Commission appointed membership on any Village Board, the Village Commission shall appoint a new member to fill the vacancy within 30 days of the occurrence of vacancy, or the next regular Village Commission meeting, whichever later occurs.

(B) Appointment of members to the various Boards of the Village, on their annual appointment or otherwise, shall be from a list of nominees. The Mayor and each Commissioner shall be entitled to nominate, without the necessity for a second, as many nominees as they desire. The Mayor and each Commissioner shall be entitled to vote for as many seats as are vacant and for which the Commission may make an appointment. The Mayor and the Commissioners shall vote by stating the names of their selections. Nominees receiving a vote from a majority of the Commission shall be appointed. Successive votes may be taken if required to select a nominee by a majority vote until each vacancy has been filled.

(C) If a member of any Board fails to attend two consecutive meetings without prior notification or fails to attend five meetings during a 12-month period, the Board, upon a majority vote, may request the Village Commission to remove the member and to appoint a successor for the unexpired term.
(Ord. 82-10, passed 12-22-82; Ord. No. 02-05, § 1, 3-12-02)

§ 32.03 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.03. Formerly, said section pertained to conclusion of term of all Village Boards as enacted by Ord. No. 83-09, adopted April 13, 1983; as amended.

§ 32.04 Reserved.

Editor's note—Ord. No. 04-04, adopted Feb. 17, 2004, has been treated as superceding the provisions of § 32.04. Formerly, said section pertained to nonresident appointments to Village Boards as enacted by Ord. No. 86-02, adopted May 27, 1986.

COMMUNITY ENHANCEMENT BOARD*

§ 32.10 Establishment.

In order to enhance the aesthetic appeal of this community by properly exercising its police power in accordance with the provisions of the Florida Home Rule Power Act, and recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment which is a legitimate concern of the Village Commission, there is established a permanent Community Enhancement Board of the Village, it being understood that this Board and the powers and responsibilities granted it pursuant to this subchapter shall be in addition to any existing laws and remedies which presently exist or shall be enacted in the future.
(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.11 Composition.

There is hereby created the North Bay Village Community Enhancement Board which shall consist of five members who may reside at any location within the Village, or owners of businesses located within the confines, or designees of such business owners; all of whom shall serve for a period of two years concurrent with the regular scheduled election of the Commission as provided in Section 6.01 of the Charter.
(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.12 Qualifications.

The members of the Community Enhancement Board shall be appointed and shall be qualified electors of the Village or owners of businesses located within the confines of the Village, or designees of such business owners as defined in

***Editor's note**—Ord. No. 04-04, adopted Feb. 17, 2004 amended ch. 32 by combining the provisions of the Beautification Board, §§ 32.10—32.13, with the Arts, Cultural and Special Events Board, §§ 32.55—32.60. Sections 32.55—32.60 have been renumbered as §§ 32.12—32.17 to conform to the numbering style of this Code.

the Charter. Resident members of the Board shall also be and remain during their respective terms of office, residents of the Village.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.13 Terms; removal from office.

Members of the Board shall be appointed by the Village Commission, by a majority vote of the members present, concurrent with the regular scheduled election of the Commission; however, in order to maintain continuity, members shall serve until the new Board is appointed after the election. Any member may be removed from the office by the Commission upon majority vote of the Commission members present.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.14 Vacancies.

In the event that a vacancy shall occur on the Board by resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04)

§ 32.15 Power and duties.

The Community Enhancement Board shall be charged with the following duties:

- (1) To continually study the needs of the entire Village for floral landscaping, including the entrances of the several islands and the median strips, including both privately owned and publicly owned property.
- (2) Determine the existence of alleged violations of law which adversely affect the aesthetics of the Village.
- (3) Entertain complaints from citizens regarding existence of conditions which are detrimental to the aesthetic values and quality of life of the Village.
- (4) To file a report of its activities with the Village Commission and the Village Man-

ager, including the recommendations to the Commission for the beautification of the Village at least once per year.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 05-04, 3-15-05; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.16 Officers.

The Community Enhancement Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and the Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager monthly.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

§ 32.17 Meetings; quorum; voting period.

(A) The Community Enhancement Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be publicly noticed to residents, homeowners, and property owners by publication on the Village bulletin boards. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 04-04, 2-17-04; Ord. No. 04-12, 6-8-04; Ord. No. 2013-08, § 2, 10-8-13)

CIVIL SERVICE BOARD

§ 32.20 Establishment.

For provisions concerning the Civil Service Board, see § 33.021.

PLANNING AND ZONING BOARD

§ 32.30 Creation; members.

(A) *Created; composition.* A Planning & Zoning Board is hereby created which shall be composed of five members to be appointed by the Village Commission. The Board shall be composed of one member from North Bay Island, one member from Harbor Island, one member from Treasure Island and two at-large members.

(B) *Qualifications of members.* The members of the Board shall be appointed and shall be qualified electors of the Village as defined in the Charter, and shall also be and remain during their respective terms of office, residents of the Village.

(C) *Terms, vacancies, removal from office.* The original members of the Board shall be appointed by the Village Commission at the meeting in which this section is finally adopted. Members of the Board shall be appointed by the Village Commission for a term of two years.

(D) *Participation of ex officio members.* The Mayor and the Village Manager shall serve as ex officio members of the Planning and Zoning Board; however, their participation in matters before the Board shall be limited to discussion and their presence shall not constitute a quorum in the absence of other members, nor shall they be entitled to vote or otherwise participate in making recommendations to the Village Commission. (1964 Code, § 2-40; Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76; Ord. No. 04-15, 7-27-04)

State law reference—Municipal planning and zoning, F.S. § 163.01 et seq.

§ 32.31 Vacancy.

In the event that a vacancy shall occur on the Planning and Zoning Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term of the member. Any member may be removed from office by the Village Commission upon majority vote of the Commission.

(1964 Code, § 2-40(c); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

§ 32.32 Officers.

The Planning and Zoning Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. At all meetings the Vice-Chairman, in case of the absence of the Chairman, shall act in his stead. The Board shall designate its own Secretary and professional advisors, the compensation thereof to be fixed by the Village Commission.

(1964 Code, § 2-40(d); Ord. 186, passed 6-2-65; Am. Ord. 275, passed 8-18-76)

§ 32.33 Meetings.

The Planning and Zoning Board shall hold regular meetings at such time and place as the Mayor and Commission may establish by Resolution and may hold special meetings at any other time on written call of the Chairman, mailed three days prior to the called meeting. Notices of all meetings shall be sent to residents, home owners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairman shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting. All meetings of the Board shall be open to the public and three members shall constitute a quorum. A

ARTS, CULTURAL AND SPECIAL EVENTS BOARD

§ 32.60 Arts, Cultural and Special Events Board.

An Arts, Cultural and Special Events Board is hereby created which shall be composed of five members, appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.61 Qualification of members.

The members of the Arts, Cultural and Special Events Board shall be appointed and shall be qualified electors of the Village as defined in the Charter and shall also be and remain during their respective terms of office, residents of the Village. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07)

§ 32.62 Terms; vacancies; removed from office.

Members of the Board shall be appointed by the Village Commission for a term of two years. In the event that a vacancy shall occur on the Board by reason or resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.63 Officers.

The Arts, Cultural and Special Events Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead. The Village Manager is

directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager not later than two weeks after each meeting.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.64 Meetings; quorum; voting period.

(A) The Arts, Cultural and Special Events Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current practice of the Village Clerk in noticing meetings of the Village Commission. In the event that the Chairperson shall fail to call a special meeting, upon request of any member of the Board, a special meeting shall be held upon written call of two other members of the Board mailed three days prior to the called meeting.

(B) All meetings of the Board shall be open to the public and three members shall constitute a quorum.

(C) A majority vote of the Board shall be required on all recommendations made to the Village Commission.

(Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

§ 32.65 Powers and duties.

(A) The Arts, Cultural and Special Events Board shall be charged with the duty and responsibilities to act in an advisory capacity to the Village Commission and Village Manager in matters pertaining to the delivery of the following human services:

- (1) Recreation and park planning activities.
- (2) Program financing and services.

- (3) Physical components of outdoor and indoor leisure, cultural and recreational activities to meet the needs of as many kinds of people as possible.
- (4) Social services and other human resources program planning with special emphasis on the needs of residents of the Village.
- (5) Cooperate with all other similar governmental agencies and all public or private organizations working for the same or similar objectives.

(B) The Board shall submit to the Village Manager and through him or her to the Village Commission interim reports as to the performance of its duties and responsibilities as set forth above. (Ord. No. 05-05, 3-15-05; Ord. No. 07-03, § 1, 3-20-07; Ord. No. 2010-07, § 1, 12-14-10)

YOUTH AND EDUCATION SERVICES BOARD

§ 32.66 Youth and Education Services Board.

A Youth and Education Services Board is hereby created which shall be composed of five members appointed by the Village Commission to serve at the pleasure of the Commission without compensation. Each member shall be appointed by a majority vote of the Village Commission. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.67 Qualification of members.

The members of the Youth and Education Services Board shall be appointed with one member having a professional background in education and shall be at least 15 years in age and shall also be and remain during their respective terms of office, residents of the Village.

Minors between the ages of 15—17 must obtain parental consent and must be accompanied to the meeting by a parent. (Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.68 Terms; vacancies; removal from office.

(A) Members of the Board shall be appointed by the Village Commission for a term of two years to coincide with the Village's general election. In the event that a vacancy shall occur on the Board by reason of resignation, removal, death, or for any other reason, a successor shall be appointed to fill the unexpired term for such member.

(B) Any member may be removed from the office by the Commission upon majority vote of the Commission.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.69 Officers.

The Youth and Education Services Board shall annually, each by majority vote, elect one of its members as Chairman and one of its members as Vice-Chairman. The Chairman shall chair the meetings of the Board, and shall be the representative of the Board to the Village Manager and Village Commission. In the case of the absence of the Chairman at any meetings, the Vice-Chairman shall act in his stead.

The Village Manager is directed and authorized to furnish, supply, and make available to the Board suitable and proper accommodations for the transactions of the business of the Board. The Board shall designate its own Secretary and the Secretary shall make and furnish minutes of the Board's meetings and shall report to the Village Manager as to the attendance of the meeting and submit the minutes of its meetings to the Village Manager no later than two weeks after each meeting.

(Ord. No. 2010-08, § 1, 12-14-10; Ord. No. 2013-01, § 2, 1-8-13)

§ 32.70 Meetings; quorum; voting period.

(A) The Youth and Education Services Board shall hold regular monthly meetings at such time and place as the Board may determine and may hold special meetings at any other time. All meetings shall be open to the public. All meetings shall be publicly noticed to residents, homeowners, and property owners in accordance with the current

Yvonne Hamilton

From: Frank Rollason
Sent: Monday, February 22, 2016 4:10 PM
To: Yvonne Hamilton
Cc: Jenorgen Guillen; Jenice Rosado; Evelyn Herbello; 'rswitkes@switkeslaw.com'
Subject: RE: Follow-up from Good and Welfare, Pt. 1

15B

I would assume a discussion item on the points and suggestions sent to the Mayor by Ritch Holben at the beginning of this e-mail chain?

Frank Rollason, Village Manager
North Bay Village
1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frrollason@nbvillage.com
www.nbvillage.com

From: Yvonne Hamilton
Sent: Monday, February 22, 2016 2:23 PM
To: Frank Rollason
Cc: Jenorgen Guillen; Jenice Rosado; Evelyn Herbello; 'rswitkes@switkeslaw.com'
Subject: RE: Follow-up from Good and Welfare, Pt. 1

What exactly will be on the agenda?

From: Frank Rollason
Sent: Monday, February 22, 2016 7:56 AM
To: Yvonne Hamilton
Cc: Jenorgen Guillen (JGuillen@nbvillage.com); Jenice Rosado; Evelyn Herbello; 'rswitkes@switkeslaw.com'
Subject: FW: Follow-up from Good and Welfare, Pt. 1

Just a reminder – I assume will be a Mayor's item, Frank.

Frank Rollason, Village Manager
North Bay Village

1666 Kennedy Causeway, Ste 300
Tel: 305-756-7171 Ext 21
Fax: 305-756-7722
Mobile: 305-299-7300
frollason@nbvillage.com
www.nbvillage.com

-----Original Message-----

From: Connie Leon-Kreps
Sent: Thursday, February 11, 2016 8:56 AM
To: Frank Rollason
Cc: Yvonne Hamilton; Robert Switkes; Jenorgen Guillen (JGuillen@nbvillage.com); Jenice Rosado; Evelyn Herbello
Subject: RE: Follow-up from Good and Welfare, Pt. 1

Thank you Frank
Yes let's put on the agenda for discussion. Unless the agenda is already loaded.
Let me know.

Sincerely,

Connie Leon-Kreps, Mayor
North Bay Village
1666 Kennedy Causeway, Ste 300
North Bay Village FL 33141
Tel: 305-756-7171
Mob. 786 877-1163
Fax: 305-756-7722
cleonkreps@nbvillage.com
www.nbvillage.com

"Alone we can do so little; together we can do so much" -Helen Keller-

-----Original Message-----

From : Frank Rollason
Sent: Wed 2/10/2016 6:55 PM
To: Connie Leon-Kreps
Cc: Yvonne Hamilton; Robert Switkes; Jenorgen Guillen (JGuillen@nbvillage.com); Jenice Rosado; Evelyn Herbello
Subject: RE: Follow-up from Good and Welfare, Pt. 1

Mayor, Please go over my responses to Ritch in a separate e-mail on which you and the rest of the Commission were cc'd. Do you wish these items to be place on the March 8th Agenda as your Discussion Items?

Frank Rollason, Village Manager
North Bay Village

1666 Kennedy Causeway, Ste 300

Tel: 305-756-7171 Ext 21

Fax: 305-756-7722

Mobile: 305-299-7300

frollason@nbvillage.com

www.nbvillage.com <<http://www.nbvillage.com/>>

From: Connie Leon-Kreps
Sent: Wednesday, February 10, 2016 12:24 PM
To: Frank Rollason
Cc: Yvonne Hamilton; Robert Switkes
Subject: Fwd: Follow-up from Good and Welfare, Pt. 1

Great suggestions,

Please if a resolution is needed then please proceed and prepare.

RE: Hours and Meters

Thank you

Sincerely,

<http://www.nbvillage.com/Pages/NorthBayFL_Commission/logo_for_com_sig.jpg>

Connie Leon-Kreps, Mayor

North Bay Village

1666 Kennedy Cswy- Suite 300

North Bay Village, Florida 33141

Cel. 786 877-1163

Tel: 305-756-7171 <tel:305-756-7171> * Fax: 305-756-7722 <tel:305-756-7722>

cleonkreps@nbvillage.com

<http://www.nbvillage.com/> <<http://www.nbvillage.com/>>

Begin forwarded message:

From: Ritch <ststeel@aol.com>
Date: February 10, 2016 at 11:04:05 AM EST
To: "jgonzalez@nbvillage.com" <jgonzalez@nbvillage.com>, Frank Rollason <frollason@nbvillage.com>, "elim@nbvillage.com" <elim@nbvillage.com>, Leon-Kreps Connie <cleonkreps@nbvillage.com>, Chernov Richard <rchernovy@nbvillage.com>, Jackson Andriana <ajackson@nbvillage.com>
Subject: Follow-up from Good and Welfare, Pt. 1

Good morning Commissioners, Frank,

(assuming you've even gotten home yet!)

I wanted to thank you all, again, for the positive changes I've seen over the past few months as a resident of Harbor Island and follow up with the key points and recommendations I have that may continue to improve the quality of life here, building on what has already been done, but hopefully making it easier for the city and more livable for us.

As I mentioned last night, these major changes really have been a result of two things: the opening of a major section of the Baywalk project (at Moda) to the public, and the newly enforced HI parking regulations. As it seems these opportunities and issues will be affecting many parts of the village eventually, (but for now are being tested on Harbor Island), I felt it time to offer refinements from the perspective of those of us that actually live here, and make our changes now so a proven model can be enacted elsewhere.

I will break this into two separate emails to keep focus, and would first like to address the Parking Program.

As you all know, just one year ago, the Commission chamber was filled with nightmare stories of a complete lack of space for all the cars belonging to residents on HI. With literally no where to go, residents told tales of roving like zombies at 2 am after work just to be able to go home, and sometimes

failing. Thanks to the enforcement of the new parking program, those nightmares have ended. Perhaps some of the congestion was condo owners on the street, as suspected, but we all know that the largest culprit to the problem for the entire island was Bayshore Yacht and Tennis. Now that they are parking in the lot where they should be, open parking spaces abound on both streets, 24/7. (I know, I watch them closely). So my No. 1 recommendation is to be sure this situation does not happen again, at all costs. Otherwise, the rest of this email is useless, and chaos will return. I'm certain no one wants that again.

So, with that assumption, I offer two refinements.

1. HOURS.

Rules are easy to follow when there is consistency. Right now, we have three differing timelines that affect the HI public and the street:

*The current Parking Regulations (I believe, as I can only find one sign on the entire island that lets folks know) restrict parking to folks with resident stickers and visitor passes from 6 PM to 8 AM.

*Vogel Park is open to the public from sunrise to 1/2 hr. after sunset.

*The MODA Baywalk is open to the public from Sunrise to 9 PM.

You can see how this creates confusion.

Consistency simplifies enforcement for our officers and compliance for our residents.

As the MODA hours seem most effective for people's lifestyles, I would recommend that we adopt them universally for all three entities.

The 9 pm hour seems to hit that sweet spot between the desired activities: families out with their kids, folks out with their dogs, joggers and walkers vs. the late-night visitors which may be more troublesome. Right now, imagine the complications for a mother driving her kids to Vogel Park for a 7 pm play-date or a couple driving over for a sunset yoga class: a visitor from Treasure Island who just needs to experience the waterfront tranquility of the northern tip at Modra, or the realtor showing a potential buyer a condo at 6:30 pm. these people have no grounds to acquire a parking permit, or the time and inclination to do so.. but should be allowed to enjoy the few benefits HI has to offer without penalty or fear of a ticket.

Which brings me to my second point.

2. VISITOR PARKING.

As well-intentioned as it may be, the current process to obtain visitor parking is obscure, antiquated, ineffective, intrusive and an all-around pain in the butt. It must be a huge waste of time for our city employees that issue them. It's certainly a ridiculous situation for the residents, and as I outlined above, many people that might visit here couldn't get a visitor pass if they wanted one. It simply does NOT work.

Now that we know that we do have sufficient (and even extra) street parking spaces available, we know that we can accommodate visitors, and as homeowners, should have the right to do so. That said, I also don't see why we have to re-invent the wheel either. No one around us, going to Miami Beach to our east, or Miami to our west, expects to park for free. Both cities have very effective and easy-to-use metering systems that are affordable, accessible and reliable.

So here is what I propose. Let's create a VISITOR OPTION ZONE on each street. On West Drive, it should be the centrally located 12 - 16 spaces in front of Vogel Park. (with the new hours.. free till 9 pm, paid parking afterward). On East Drive, I'm sure there is a similarly undeveloped lot that could be striped off and marked as such. Initiate a relationship with either Pay By Phone or Park Mobile (the two on-line, paperless apps that surround us) and give people the option to pay to park after 9 pm. They are easy to use, remind you 15 minutes by text if your time is about to expire so you can renew it without leaving your guests, and takes all the stress out of the basic human condition of being social (at least the parking part of it.)

My understanding from a 21 year veteran of the Miami Beach Parking Authority is that their parking service actually provides the officers with all the equipment to scan, monitor and ticket illegally parked cars FOR FREE., and they make their money by taking a PERCENTAGE of the parking revenues, meaning that the rest goes to the city.

Of course, anyone with a valid parking decal could park in these spaces for free, just like in the residential zones of Miami Beach, but it gives options and flexibility without the headache of contacting the police or banging on the doors of a closed town hall. Minimally invasive, minimal investment (and possible income source for the town), more free time for our police to do what they actually should be doing, and a win/win for residents.

I do believe that with these two simple modifications you would see a far simpler plan to enforce and a much happier group of residents.

I would love to hear from any of you and your thoughts on the situation. Frank, any points that I've overlooked, or obstacles that would need more study? But I do think we can solve this and get the parking issue behind us, once and for all.

all the best,

Ritch Holben

RhDesign

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North Bay Village, FL 33141

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North Bay Village

16A

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING

VILLAGE HALL

1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141

TUESDAY, FEBRUARY 9, 2016

7:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 7:31 P.M. by Mayor Connie Leon-Kreps.

PLEDGE OF ALLEGIANCE

Resident Sissy Shute led the Pledge of Allegiance.

ROLL CALL

Commissioner Richard Chervony
Commissioner Eddie Lim
Mayor Connie Leon-Kreps
Vice Mayor Jorge Gonzalez
Commissioner Andreana Jackson

Also Present:

Village Manager Frank K. Rollason
Deputy Village Manager/HR Director Jenice Rosado
Village Attorney Robert L. Switkes
Assistant Village Attorney David Acosta
Finance Director Bert Wrains
Chief Carlos Noriega
Village Planner Jim LaRue
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Jenorgen Guillen

2. **A. PROCLAMATIONS AND AWARDS**

No proclamations or awards were issued.

B. SPECIAL PRESENTATIONS

C. Treasure Island Elementary School

Treasure Island Elementary School Principal Dalia Villar made a presentation on the progress of the school and its achievement in receiving a “B” rating.

A. Wolfberg/Alvarez & Associates (Architectural & Engineering Services-New Village Hall

The Village Manager Frank K. Rollason disclosed receiving the Government Leadership and Architectural Award for leadership advancement and notable service to professionals and government officials from the American Institute of Architects on November 13, 1999, which was signed by the then AIA President, David Wolfberg.

Mr. Wolfberg and his staff made a presentation to the Commission on a conceptual design for construction of the New Village Hall at 7903 East Drive.

B. Ms. Hernandez addressed the Commission about further developing the yoga classes that are currently being offered at Village Hall, with a consistent schedule and community awareness.

C. ADDITIONS AND DELETIONS

Item 10C was removed by Vice Mayor Jorge Gonzalez from the Consent Agenda to be discussed separately and Item 10A by Mayor Connie Leon-Kreps.

3. **GOOD & WELFARE**

The Mayor opened the floor to Good & Welfare.

Esther Razim, of 7810 Miami View Drive, Doris O’Hare, of 1790 South Treasure Drive, Ann Bakst, of 1865 Kennedy Causeway, Gudrin Volker, of 7517 Cutlass Avenue, Ritch Holben, of 7929 West Drive, Raul Dominguez, of 7904 West Drive, Kokoa Woodget, of 7935 West Drive, Gary Aboff, of 7501 E. Treasure Drive, and Brian Oppenheimer, of 7939 West Drive addressed the Commission.

The Mayor closed the floor to Good & Welfare.

4. BOARD REPORTS

A. BUSINESS DEVELOPMENT ADVISORY BOARD

A report was not provided.

B. COMMUNITY ENHANCEMENT BOARD

A report was not provided.

C. PLANNING & ZONING BOARD

A report was not provided.

D. YOUTH & EDUCATION SERVICES BOARD

A report was not provided.

5. PUBLIC SAFETY DISCUSSION

Chief Noriega discussed public safety events.

6. COMMISSIONERS' REPORTS

Mayor Connie Leon-Kreps, Commissioner Richard Chervony, Commissioner Eddie Lim, Vice Mayor Jorge Gonzalez, and Commissioner Andreana Jackson all provided verbal reports.

The Mayor recessed the meeting at 9:22 p.m., and reconvened at 9:32 p.m. All members of the Commission were present.

7. VILLAGE ATTORNEY'S REPORT

The Village Attorney Robert L. Switkes gave a verbal report.

8. VILLAGE MANAGER'S REPORT

A. Grant Writer's Report

The Village Grant Writer, LaKeesha Morris, of BellTower Consulting Group, LLC, reported on the status of grants for the Village.

9. FINANCE REPORT

The Finance Director Bert Wrains made a presentation on the financial status of the Village as of January 31, 2016.

10. **CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SHORTLISTING OF RESPONDENTS TO RFP NUMBER NBV 2015-002 FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE NEW VILLAGE HALL; ACCEPTING THE RANKING OF THE TOP THREE FIRMS; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE A CONTRACT WITH THE TOP RANKED FIRM AND EACH FIRM THEREAFTER UNTIL AN ACCEPTABLE CONTRACT IS BROUGHT BEFORE THE COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Commissioner Richard Chervony made a motion to approve the Consent Agenda Item 10B. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO FORMALLY PURSUE THE ANNEXATION OF THAT PORTION OF THE 79TH STREET/KENNEDY CAUSEWAY AND THE SURROUNDING PROPERTIES CURRENTLY LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MIAMI FROM THE WEST CORPORATE VILLAGE LIMITS TO THE EAST SIDE OF THE MIAMI 79TH STREET BRIDGE; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The Village Clerk read the Resolution by title.

Commissioner Richard Chervony and Chief Noriega made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve the Resolution, and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments.

Gudrin Volker, of 7517 Cutlass Avenue, addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH NORTH BEACH MARINA FOR DOCKAGE OF THE VILLAGE POLICE BOAT FOR THE BALANCE OF THE FISCAL YEAR, AT AN AMOUNT NOT TO EXCEED \$4,800; APPROVING FUNDING FROM THE UNRESERVED RESERVES FOR THIS EXPENDITURE; AND FURTHER DIRECTING THE VILLAGE MANAGER TO INCLUDE THE TOTAL ANNUAL DOCKAGE CHARGE IN THE FY 2017 BUDGET PROPOSAL; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The Village Clerk read the Resolution by title.

The Village Manager Frank K. Rollason made a brief presentation on the item.

Mayor Connie Leon-Kreps stated for the record that she did not direct the Village Manager to sell the police boat. Rather, she had discussed issues and concerns from the residents regarding the boat not being utilized.

Commissioner Richard Chervony made a motion to approve the Resolution as amended to strike the third “Whereas” clause, which reads as follows, as suggested by Vice Mayor Jorge Gonzalez:

“WHEREAS, the Village Manager was previously requested by the Mayor to locate water-side dockage on a permanent basis suitable to Police Department requirements or consider selling the boat; and”

Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The vote to approve the Resolution as amended was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

11. PLANNING & ZONING CONSENT AGENDA

NO ITEMS.

12. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 133 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "OFFENSES AGAINST MORALS"; CREATING SUBSECTIONS 133.04 "MISDEMEANORS UNDER STATE LAW CONSTITUTE MISDEMEANORS IN THE VILLAGE" TO PROVIDE FOR CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER 20 GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; AND PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY) – FIRST READING**

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the Ordinance, and Mayor Connie Leon-Kreps seconded the motion.

Commissioner Richard Chervony and Chief Noriega made a brief presentation on the item.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 151 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED "BUILDINGS" BY REVISING SECTION 151.11(B) PERTAINING TO FEES FOR RENEWAL, RE-ISSUANCE AND EXTENSION OF PERMITS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the ordinance by title.

Commissioner Richard Chervony made a motion to approve the ordinance on first reading, and Vice Mayor Jorge Gonzalez seconded the motion.

The Mayor opened the floor to public comments. There being no speakers, she closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

- C. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 94 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES ENTITLED “GARBAGE, TRASH, AND WEEDS” TO INCLUDE RECYCLING REQUIREMENTS FOR SPECIAL EVENTS; PROVIDING FOR REPEAL, SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER ANDREANA JACKSON)**

The Village Clerk read the ordinance by title.

Commissioner Andreana Jackson made a brief presentation on the item and moved its approval. Commissioner Richard Chervony seconded the motion.

The Mayor opened the floor to public comments.

Doris O’Hare, of 1790 South Treasure Drive, and Public Works Director Rodney Carrero-Santana addressed the Commission.

The Mayor closed the floor to public comments.

The motion was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Eddie Lim, Mayor Connie Leon-Kreps, Vice Mayor Jorge Gonzalez, and Commissioner Andreana Jackson all voting Yes.

13. ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:

- A. **AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 97 ENTITLED “PARKS AND RECREATION” BY REVISING SECTION 97.02 PERTAINING TO HOURS OF OPERATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON) – SECOND READING**

The Village Clerk read the ordinance by title.

At this time the Mayor moved to extend the meeting. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

The Village Manager Frank K. Rollason made a brief presentation on the item.

Commissioner Richard Chervony made a motion to approve the ordinance, and Commissioner Eddie Lim seconded the motion. The motion was adopted by a 4-1 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes. Mayor Connie Leon-Kreps voted No.

- B. AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 32, DEPARTMENTS AND BOARDS, BY ADDING SUBSECTIONS 32.92 THROUGH 32.99 CREATING AN “ANIMAL CONTROL ADVISORY BOARD”; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) – SECOND READING**

As the sponsor, Mayor Connie Leon-Kreps deferred the Item 12B.

- C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 155, SECTION 155.03 ENTITLED “BUILDING AND SITE DESIGN RELATIONSHIPS SHALL CONFORM TO THE FOLLOWING STANDARDS” AND CHAPTER 152, SECTION 152.055 ENTITLED “FENCES, WALLS, AND HEDGES” TO REQUIRE A TEMPORARY FENCE AROUND THE ENTIRE PERIMETER OF CONSTRUCTION SITES AND FENCING AROUND THE PERIMETER OF VACANT COMMERCIAL AND MULTIFAMILY PROPERTIES IN THE VILLAGE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE VILLAGE CODE; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS) – SECOND READING**

Mayor Connie Leon-Kreps made a motion to defer Item 13C. Commissioner Andreana Jackson seconded the motion, and all voted in favor.

14. UNFINISHED BUSINESS

There was no unfinished business.

15. NEW BUSINESS

A. Appointment to Planning & Zoning Board

The Commission voted by ballot as follows to appoint a member to the Planning & Zoning Board:

Mayor Connie Leon-Kreps-Doris O’Hare

Vice Mayor Jorge Gonzalez-Doris O’Hare

Commissioner Eddie Lim-Doris O’Hare

Commissioner Richard Chervony-Doris O’Hare

Commissioner Andreana Jackson-Aniley Perez

Commissioner Richard Chervony made a motion to appoint Doris O’Hare to the Planning & Zoning Board. Mayor Connie Leon-Kreps seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

**B. Discussion Regarding Potential North Bay Village Name Change
(Vice Mayor Jorge Gonzalez)**

Commissioner Jorge Gonzalez presented the idea of changing the name of the Village to include the word “island”, such as “Islands of North Bay” or “North Bay Islands” as suggested by developers, based on polling results from focus groups, in an effort to conjure the area as a destination with waterfront, cafes, restaurant, etc. for better marketability.

At this time Commissioner Richard Chervony made a motion to extend the meeting for 30 minutes. Mayor Connie Leon-Kreps seconded the motion, and all voted in favor.

The Mayor opened the floor to public comments.

Gudrin Volker, of 7517 Cutlass Avenue and Kokoa Woodget, of 7935 West Drive addressed the Commission.

The Mayor closed the floor to public comments.

The item was deferred to afford developers, who suggested changing the name of the Village, an opportunity to make a presentation to the Commission at the March 8th meeting.

Mayor Connie Leon-Kreps made a motion to extend the meeting to 1:30 a.m. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

C. Public Relations Consultant Proposal (Commissioner Eddie Lim)

Commissioner Eddie Lim made a presentation on engaging the services of a public relations consultant for the Village. The Commission discussed the item, and no action was taken.

16. APPROVAL OF MINUTES

A. Regular Commission Meeting – January 12, 2016

Commissioner Richard Chervony made a motion to approve the Minutes of January 12, 2016 as submitted. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a 5-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, Commissioner Eddie Lim, and Commissioner Richard Chervony all voting Yes.

17. ADJOURNMENT

The meeting adjourned at 12.53 a.m.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Adopted by North Bay Village on this ____ day of March 2016.

Connie Leon-Kreps, Mayor

(Note: The Minutes are not a verbatim record of the meeting. A copy of the audio recording is available at the Village Clerk's Office until the time for disposition in accordance with the Records Disposition and other Public Records Law.)

MONTHLY STAT REPORTS

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<u>TYPES OF CRIMES</u>												
<u>FELONIES</u>												
<u>HOMICIDE</u>												
TREASURE ISLAND	0											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>ATTEMPT BURGLARY</u>												
TREASURE ISLAND	0											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>BURGLARY STRUCTURE</u>												
TREASURE ISLAND	2											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>BURGLARY RESIDENCE</u>												
TREASURE ISLAND	0											
N BAY ISLAND	0											
HARBOR ISLAND	1											
<u>BURGLARY VEHICLE</u>												
TREASURE ISLAND	2											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>ROBBERY ARMED</u>												
TREASURE ISLAND	0											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>ROBBERY STRONGARM</u>												
TREASURE ISLAND	0											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>SEXUAL BATTERY</u>												
TREASURE ISLAND	0											
N BAY ISLAND	0											
HARBOR ISLAND	0											
<u>AGG BATTERY/ASSAULT</u>												
TREASURE ISLAND	2											

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

N BAY ISLAND	0													
HARBOR ISLAND	0													
FRAUD GENERAL														
TREASURE ISLAND	0													
N BAY ISLAND	0													
HARBOR ISLAND	0													
CC FRAUD														
TREASURE ISLAND	0													
N BAY ISLAND	0													
HARBOR ISLAND	0													
ID THEFT														
TREASURE ISLAND	1													
N BAY ISLAND	0													
HARBOR ISLAND	0													
INTERNET FRAUD														
TREASURE ISLAND	0													
N BAY ISLAND	0													
HARBOR ISLAND	0													
GRAND THEFT														
TREASURE ISLAND	1													
N BAY ISLAND	0													
HARBOR ISLAND	1													
MOTOR VEHICLE THEFT														
TREASURE ISLAND	1													
N BAY ISLAND	0													
HARBOR ISLAND	0													
STOLEN VEHICLE THEFT & RECOVERY														
TREASURE ISLAND	0													
N BAY ISLAND	0													
HARBOR ISLAND	0													
TOTAL FELONIES	11	0												
MISDEMEANORS														
SIMPLE BATTERY														

b

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

TREASURE ISLAND	2												
N BAY ISLAND	0												
HARBOR ISLAND	2												
DOMESTIC BATTERY													
TREASURE ISLAND	1												
N BAY ISLAND	0												
HARBOR ISLAND	1												
ASSAULT													
TREASURE ISLAND	1												
N BAY ISLAND	0												
HARBOR ISLAND	0												
VERBAL THREATS													
TREASURE ISLAND	1												
N BAY ISLAND	0												
HARBOR ISLAND	0												
THEFT GENERAL													
TREASURE ISLAND	2												
N BAY ISLAND	0												
HARBOR ISLAND	0												
STOLEN DECAL													
TREASURE ISLAND	1												
N BAY ISLAND	0												

