



North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

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

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 27, 2013

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Richard Chervony
Commissioner Wendy Duvall
Commissioner Jorge Gonzalez

FROM: Dennis Kelly 
Village Manager

SUBJECT: Sponsor Resolution for Assistance under the Florida Inland Navigation District Waterways Assistance Program for Phase II of North Bay Village Baywalk

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution in support of a grant application under the Florida Inland Navigation District (FIND) Waterways Assistance Program for construction of Phase I (Baywalk bridge plazas) and design and permitting of Phase II (Baywalk on north side of Treasure Island) of the development of the North Bay Village Baywalk.

BACKGROUND:

FIND provides funding assistance to local governments to perform waterways improvements projects. Project types eligible for 50% matching funding include public navigation, public waterway access facilities, public recreation, environmental education and boating safety projects. The application package requires the attached resolution of support for the Village project entitled, "North Bay Village Baywalk".

11A(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

Memo to Village Commission
February 27, 2013
Page 2 of 2

The total estimated project costs are \$1 million. The request to FIND is for a grant of \$500,000 which, if awarded, will require a matching \$500,000 from the Village.

BUDGETARY IMPACT:

Approval of the grant application will require a 50% match in the amount of \$500,000. Funds will be available from the Parks and Recreation Trust Fund and from the voter approved General Obligation Bonds, as determined by the Village Commission upon acceptance of an award.

PERSONNEL IMPACT:

None.

CONTACT:

Dennis Kelly
Village Manager

11A(2)



North Bay Village

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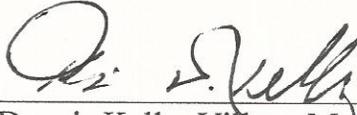
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MEMORANDUM

North Bay Village

DATE: February 28, 2013

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dennis Kelly, 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 APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2013 WATERWAYS ASSISTANCE PROGRAM FOR DEVELOPMENT OF THE NORTH BAY VILLAGE BAYWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DK:yph

11A(3)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2013 WATERWAYS ASSISTANCE PROGRAM FOR DEVELOPMENT OF THE NORTH BAY VILLAGE BAYWALK; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)

WHEREAS, North Bay Village (the “Village”) is pursuing continued development of a Baywalk (“the Project”) on the north side of Treasure Island, as briefly summarized below for the enjoyment of the citizenry of North Bay Village and the State of Florida:

Project Title: North Bay Village Baywalk

Total Estimated Cost: Up to \$1 Million

Brief Description of Project:

North Bay Village is requesting funding for Phase I construction for the development of the North Bay Village Baywalk Plazas and for design and permitting for Phase II of the Baywalk. North Bay Village consists of three islands (Harbor, North Bay and Treasure Islands). It links the cities of Miami and Miami Beach within Miami-Dade County. The North Bay Village Baywalk is a proposed 3,400 linear foot boardwalk running along the northern border of Treasure Island. The overall project will include boat docking facilities, opportunities for outdoor seating and recreation, open space, and gazebos. North Bay Village received FIND funding in 2012 for Phase I of this project for design and permitting of the two plaza areas at the base of the bridge that links North Bay Village to Miami Beach. This current application for construction of Phase I and design and permitting of Phase II will allow North Bay Village to begin construction of the Baywalk Plazas and design and permitting of the remainder of the Baywalk. It will be the first area in Treasure Island's history that will offer public access to the Intracoastal Waterway/Biscayne Bay and will serve as a gathering location for the overall Baywalk project.

WHEREAS, Florida Inland Navigation District financial assistance is required for the Project.

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. Project Authorization. The Project, as attached hereto and incorporated herein as Exhibit "A", is authorized.

Section 3. Application Authorization. The Village Manager and his or her designee are authorized to make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of North Bay Village.

Section 4. Certifications. The Village Commission hereby certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the Project, and that it will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the Project and that the project will be operated and maintained at the expense of said North Bay Village for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of March, 2013.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by North Bay Village at a legal meeting held on this _____ day of _____ 2013.

Attest

Signature

Title

Title

11A(7)

EXHIBIT A
PROJECT DESCRIPTION

Phase I construction for the development of the North Bay Village Baywalk Plazas and for design and permitting for Phase II of the Baywalk. North Bay Village consists of three islands (Harbor, North Bay and Treasure Islands). It links the cities of Miami and Miami Beach within Miami-Dade County. The North Bay Village Baywalk is a proposed 3,400 linear foot boardwalk running along the northern border of Treasure Island. The overall project will include boat docking facilities, opportunities for outdoor seating and recreation, open space, and gazebos. North Bay Village received FIND funding in 2012 for Phase I of this project for design and permitting of the two plaza areas at the base of the bridge that links North Bay Village to Miami Beach. This current application for construction of Phase I and design and permitting of Phase II will allow North Bay Village to begin construction of the Baywalk Plazas and design and permitting of the remainder of the Baywalk. It will be the first area in Treasure Island's history that will offer public access to the Intracoastal Waterway/Biscayne Bay and will serve as a gathering location for the overall Baywalk project.

11A(8)

**CITY OF NORTH BAY VILLAGE
BAYWALK PROJECT**

PURPOSE

The City of North Bay Village proposes to develop a boardwalk (the “Baywalk”) adjacent to the Kennedy Causeway, the city’s “spine” and main street, into a major local amenity and tourist destination. As Miami and Miami Beach have done, North Bay Village wishes to design and construct a scenic boardwalk that connects the city’s dining establishments, businesses, civic uses, and condominiums along the northern edge of Treasure Island. Such a boardwalk would serve as an amenity not only to city residents but would also attract shoppers from the adjacent coastal cities (and beyond) to North Bay Village, thereby improving our commercial tax base.

BACKGROUND

The development of an attractive boardwalk at the rear of the city’s commercial and multifamily residential core, will further augment the city’s lure for non-residents, who will be drawn to this scenic amenity. The project limits include the northern edge of Treasure Island, from the rear of the Channel 7 property proceeding eastward toward the bridge that connects North Bay Village with the City of Miami Beach. In total, the city could potentially develop a boardwalk almost three-quarters-of-a-mile in length.

Several plans and city and county ordinances have been created over the last several decades in an effort to create a scenic and accessible public route for people to traverse, exercise, and enjoy North Bay Village’s scenic waterfront. In some cases, developments that were built prior to current city mandates and ordinances requiring minimum setbacks and building of Baywalk segments may require incentives, assistance, or acquisition of right-of-way. In other cases, a Baywalk segment exists but is not publicly accessible. This condition requires that connections be created to the Baywalk, and coordination with private property to allow access to the Baywalk for public use.

JUSTIFICATION

A completed continuous and publicly accessible Baywalk in the City of North Bay Village will allow North Bay Village to leverage the beautiful and iconic tropical waterfront as well as provide inland connections to the waterfront. The City has developed a conceptual plan for the project, including the identification of likely access points (“breezeways”) from the Causeway to the Baywalk. A well-connected path will improve the number of people that may choose to commute on foot or by bicycle rather than driving, assisting in a decrease in motor vehicle use on local roads. The creation of a well-connected Baywalk will provide a safe off-road multi-modal path usable by bicyclists and pedestrians.

LEGISLATIVE IMPEDIMENTS

At present, State legislation prohibits construction of boardwalks such as this one over Biscayne Bay. Although it may be possible for portions of this particular boardwalk to be constructed directly above the rear of some of the properties, it various cases in may not, because of other obstructions. Other areas of the State do not have this burdensome legislation inflicted upon them, and similar projects have been constructed throughout Florida. Such projects often are funded by the Florida Inland Navigation District, a funding source toward which all homeowners pay but to which only boardwalks away from Biscayne Bay can apply for similar projects. Changes to this limiting legislation can allow this project – and other equally valuable projects – to proceed.

11A(9)

FY 2013 MUNICIPAL GRANT PROGRAM APPLICATION

BAYWALK IMPLEMENTATION PLAN

PURPOSE

The City of North Bay Village proposes to undertake a study aimed at making the areas surrounding the Kennedy Causeway, the city's "spine" and main street, into a major local amenity and tourist destination. To do so, the study will help the City determine the feasibility of fully designing and developing a boardwalk (the "Baywalk") adjacent to the causeway. As Miami and Miami Beach have done, North Bay Village wishes to design and construct a scenic boardwalk that connects the city's dining establishments, businesses, civic uses, and condominiums. Such a boardwalk would serve as an amenity not only to city residents but would also attract shoppers from the adjacent coastal cities (and beyond) to North Bay Village, thereby improving our commercial tax base.

BACKGROUND

The development of an attractive boardwalk (the Baywalk) at the rear of the city's commercial and multifamily residential core, will further augment the city's lure for non-residents, who will be drawn to this scenic amenity. The City of North Bay Village is seeking to develop a **Baywalk Implementation Plan** in order to assess the feasibility of implementing a public boardwalk in its waterfront commercial and multifamily district along the Kennedy Causeway. The study limits include the northern edge of Treasure Island, from the rear of the Channel 7 property proceeding eastward to the bridge that connects North Bay Village with the City of Miami Beach. In total, the city could potentially develop a boardwalk almost three-quarters-of-a-mile in length.

Several plans and city and county ordinances have been created over the last several decades in an effort to create a scenic and accessible public route for people to traverse, exercise, and enjoy North Bay Village's scenic waterfront. In some cases, developments that were built prior to current city mandates and ordinances requiring minimum setbacks and building of Baywalk segments may require incentives, assistance, or acquisition of right-of-way. In other cases, a Baywalk segment exists but is not publicly accessible. This condition requires that connections be created to the Baywalk, and coordination with private property to allow access to the Baywalk for public use.

In 2009 the city hired local architecture/engineering/city planning firm Corzo Castella Carballo Thompson Salman, PA (C3TS) to redesign the causeway and the adjacent rights-of-way. As part of the project, the firm developed a preliminary conceptual plan for the Baywalk. The potential design was very well-received by the public but is only conceptual in nature. The Baywalk portion of the study will assess technical, zoning, legal, environmental, and constructability issues for the entire length of the proposed boardwalk.

JUSTIFICATION

A completed continuous and publicly accessible Baywalk in the City of North Bay Village will allow North Bay Village to leverage the beautiful and iconic tropical waterfront as well as

provide inland connections to the waterfront. The proposed Baywalk Implementation Plan will examine the technical feasibility of the impediments, and create solutions and suggest design options to provide connectivity. This examination will identify areas that are not feasible and those that are feasible but that require further implementation to be taken. It will also identify the optimal access points ("breezeways") from the Causeway to the Baywalk. The implementation plan will identify potential partnerships with stakeholders and property owners in order to achieve completion of a continuous Baywalk.

A well-connected path will improve the number of people that may choose to commute on foot or by bicycle rather than driving, assisting in a decrease in motor vehicle use on local roads. The creation of a well-connected Baywalk will provide a safe off-road multi-modal path usable by bicyclists and pedestrians.

PROJECT EVALUATION CRITERIA

Level of service benefits:

This project will consider, integrate, and address multimodal concerns by taking into consideration the nexus between the locations of bus shelters along the Causeway and the locations of the breezeways that connect from the Causeway to the Baywalk. Ideally, the locations of both would be mutually-reinforcing, so that efficient transit service promotes visits to the Baywalk, and so that easy access to the local bus system from the Baywalk will increase transit ridership. This efficient coordination benefits both public amenities.

Impact of mobility / traffic circulation gains:

By closely coordinating this amenity with the bus routes traversing the City and with the City circulator, this project should enable the City to improve transit service and usage. This will help to promote transit as a mode of transportation in the City and to increase transit ridership, which may help to reduce traffic congestion and help enhance overall mobility. Additionally, this project also has the potential to improve mobility for low- income and senior residents that may not own or have access to vehicles by proposing improvements that would offer affordable, convenient, and reliable transit service. Additionally, the gist of the Baywalk itself is to opportunities for pedestrian and bicycle travel.

Intermodal nature of proposal:

The primary goal of this project is to improve and enhance personal transport in a comprehensive, appealing way to encourage greater use of multiple modes of transportation and a further integration of the transit system that will provide more transportation choices. It will include an assessment for multimodal connectivity, ADA accessibility, and pedestrian and bicycle amenities. This project will also include coordination with local and regional governmental agencies, including but not limited to, Miami-Dade Transit, Miami-Dade Metropolitan Planning Organization (MPO), Miami-Dade County Public Works Department, and the Florida Department of Transportation.

Support of the countywide activities of the UPWP for Transportation:

This project is consistent with the UPWP objective for intermodal transportation planning, which aims to plan a fully intermodal transportation system to allow for ease of travel between modes, alleviate congestion, improve the natural environment and enhance safety across all modes. The goals of this project are to improve the quality of transit service and increase transit ridership, which will help to promote transit as a mode of transportation in the City, reduce traffic congestion, alleviate parking shortages, reduce greenhouse gas emissions, and improve air quality.

Consistency with the applicant's comprehensive plan:

The Transportation and Coastal Management Elements of the City's Master Plan both fully support this initiative.

The goal of the *Transportation Element* is to maintain and enhance the City's existing traffic circulation system, to provide for the safe and efficient movement of people and goods through and within the City. To do so, it urges the City to "communicate on an annual basis with other local, county, and state officials so as to coordinate transportation plans of all related entities" (Objective 3.1) and to "monitor all proposed major improvements to the Kennedy Causeway with Miami-Dade County" (Policy 3.3.1). It also urges the City to "enhance the circulation of non-motorized traffic" (Objective 3.6a) and to "work with Miami-Dade Transit Authority to ensure adequate transportation is available to all citizens who require it" (Policy 3.7.3).

Along similar lines, the goal of the *Coastal Management Element* is to "provide for increased safe and nondestructive public use of natural coastal resources for the City." To do so, the City should "increase public access to coastal views and recreational opportunities such as boardwalks and fishing areas to the extent possible" (Objective 8.2).

METHODOLOGY:

The following proposed scope of work and budget incorporates the use of proactive public involvement, data collection and analysis, an assessment of needs, development of recommendations, and an implementation plan.

Task 1: Public involvement

Engaging the public and incorporating public input is a multi-level process that will take place consistently throughout the duration of the project.

1. Public Workshops

The public involvement process will involve stakeholders representing a diversity of interests. Concurrent with the technical work of data collection and analysis, community workshops will be held to offer all community members an opportunity to be involved in an informal setting.

2. Agency Coordination Meetings

Coordination meetings will occur with impacted regional agencies, including the Miami-Dade Transit, FDOT, and Miami-Dade Permitting, Environment, and Regulatory Affairs Department (formerly DERM), throughout the project. Other participating agencies can be determined by the MPO. This will ensure each impacted agency is kept informed and that the project is coordinated with existing and future projects in North Bay Village.

Task 2: Assessment of Existing Conditions

The City has already performed a preliminary seagrass analysis for the project area, and the initial findings were considered when the conceptual design for the Baywalk was prepared. But major considerations remain. These include the project's legal, zoning, seawall/structural, and accessibility considerations.

Task 3: Recommendations for Development of the Bayway

Potential recommendations based on the analysis will be provided. These recommendations aim to result in a viable project that is ADA-accessible and legally and structurally feasible. It will also consider the best way in which to integrate bicycle and pedestrian amenities.

Task 4: Benefit/Cost Analysis

A benefit/cost analysis will be conducted that includes economic, environmental, legal, and social quantifiable and non-quantifiable costs and benefits that include, but are not limited to, the following considerations:

- Climate change adaptation strategies
- Public health due to improved air quality
- Impacts to parking demand
- Impacts to traffic congestion
- Economic development

Task 5: Funding Opportunities & Next Steps

This task will estimate implementation costs and schedules for each recommendation. The recommendations will also be prioritized and funding sources and strategies will be identified.

END PRODUCTS:

The end product will be a final report that includes executive summary, feasible recommendations for planning, designing, and implementing the project, funding opportunities, and next steps.

PROJECT MANAGER:

Sam Zamacona, Director of Public Works

PARTICIPATING AGENCIES:

Miami-Dade Transit, FDOT, and Miami-Dade Permitting, Environment, and Regulatory Affairs Department (formerly DERM). Other participating agencies can be determined by the MPO.

WORK SCHEDULE:

The project shall take no longer than nine (9) months.

FUNDING:

\$50,000 MPO Grant Program Funds and \$12,500 local match (20%) minimum.

Condition of Award Form

Municipal Grant Program

Municipality Name:	City of North Bay Village
Name of Transportation Planning Study:	Baywalk Implementation Plan

As a condition to the awarding of funds, the recipient will abide by the following schedule in addition to the Interlocal Agreement language:

1. Prepare and forward to assigned MPO project manager Exhibits A, B, and C, Scope of Services, Tentative Project Schedule, and Project Costs, respectively, within one month after receipt of Award Notification letter.
2. Execute an Interlocal Agreement within 3 months of Award Notification Letter.

I, Robert Daniels, Interim City Manager, will hereby abide by the above stated rules and timelines as stipulated. Failure to make any deadline may result in the forfeiture of funds.

Signed: _____



Date: _____

12/16/11



North Bay Village

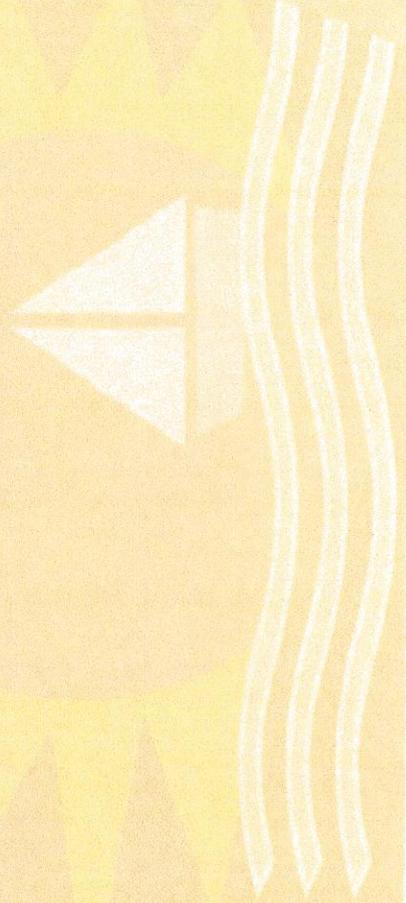
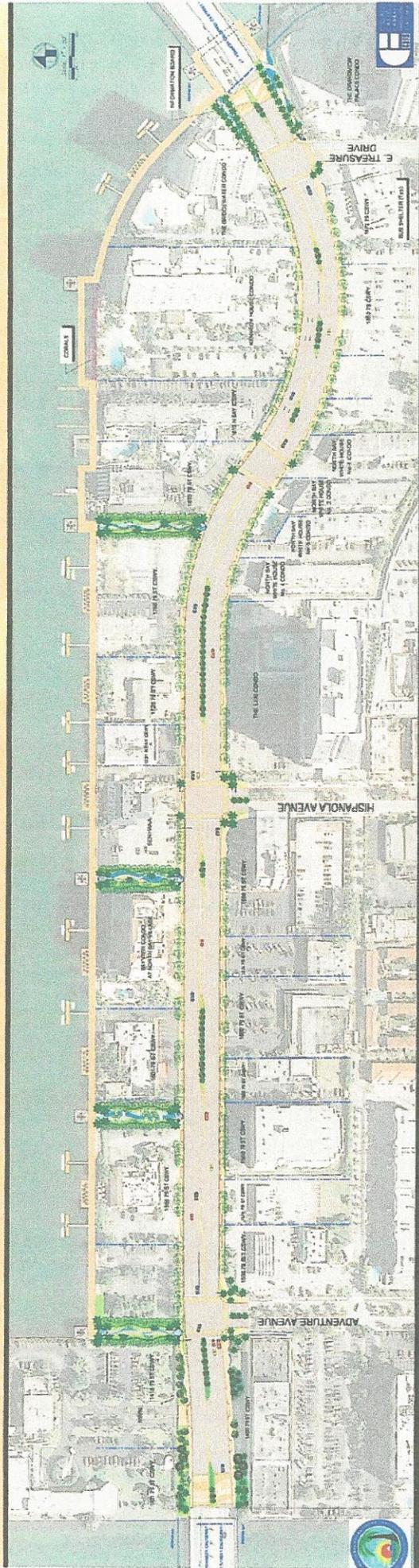
DESIGN & DEVELOPMENT OF PROPOSED BOARDWALK (BAYWALK)

11A(14)



North Bay Village

DESIGN & DEVELOPMENT OF PROPOSED BOARDWALK (BAYWALK)

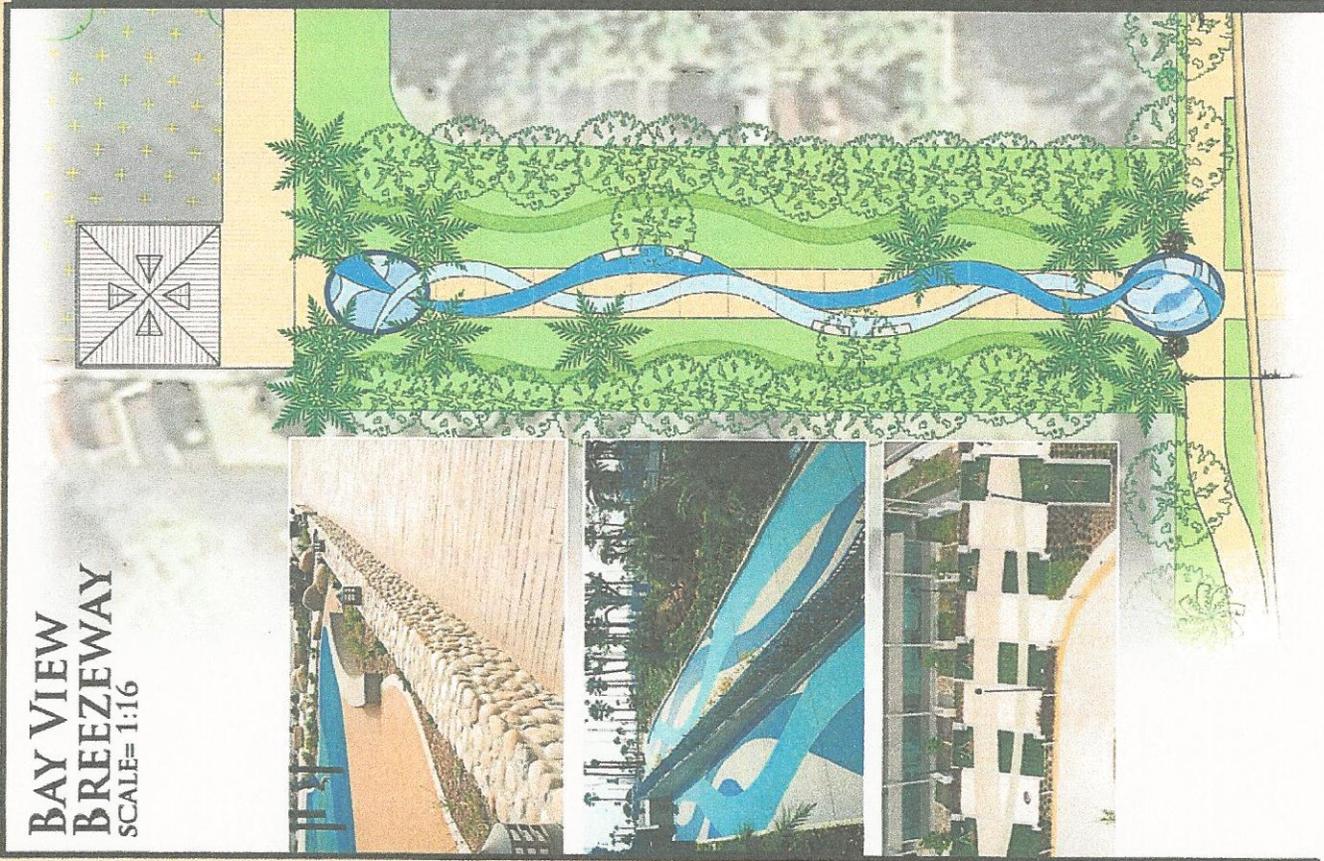


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DESIGN & DEVELOPMENT OF PROPOSED BOARDWALK (BAYWALK)



**BAY VIEW
BREEZEWAY
SCALE= 1:16**

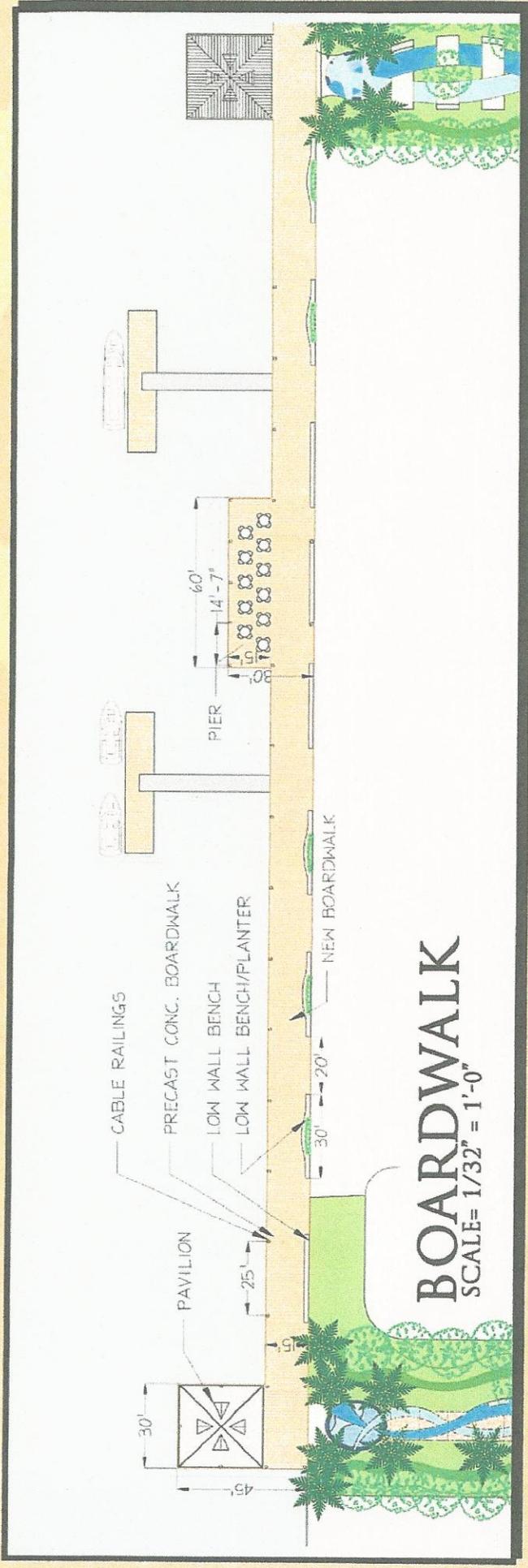


**BAY VIEW
BREEZEWAY
PLAZA
SCALE= 1:4**



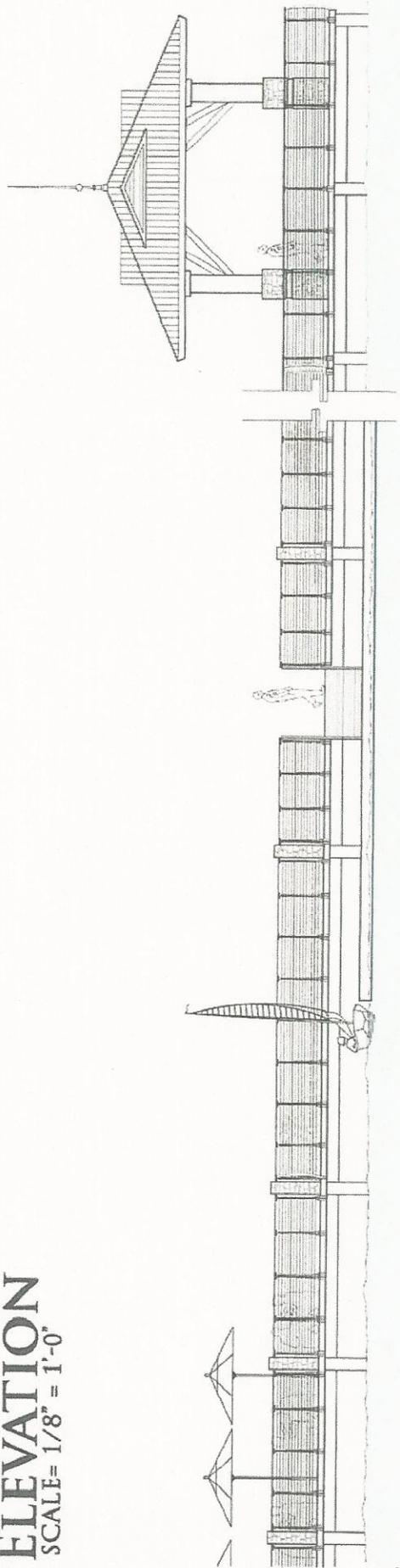


North Bay Village
DESIGN & DEVELOPMENT OF PROPOSED BOARDWALK (BAYWALK)



BOARDWALK
 SCALE= 1/32" = 1'-0"

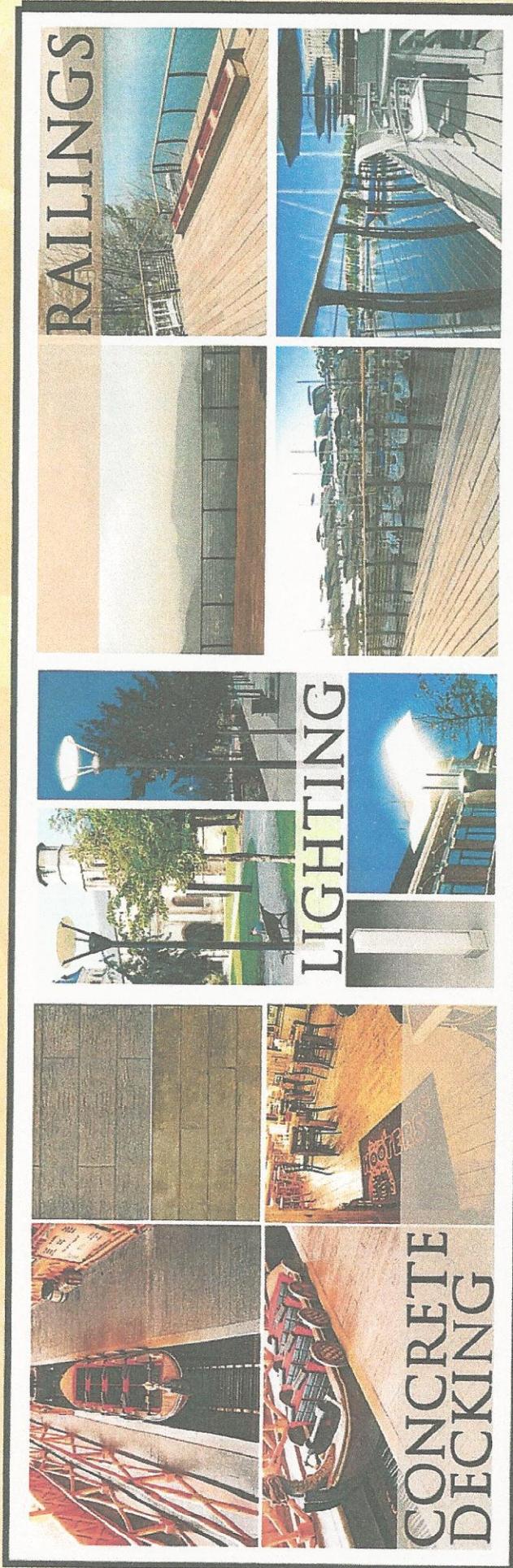
**BOARDWALK
 ELEVATION**
 SCALE= 1/8" = 1'-0"



11A20)

North Bay Village

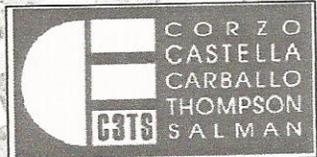
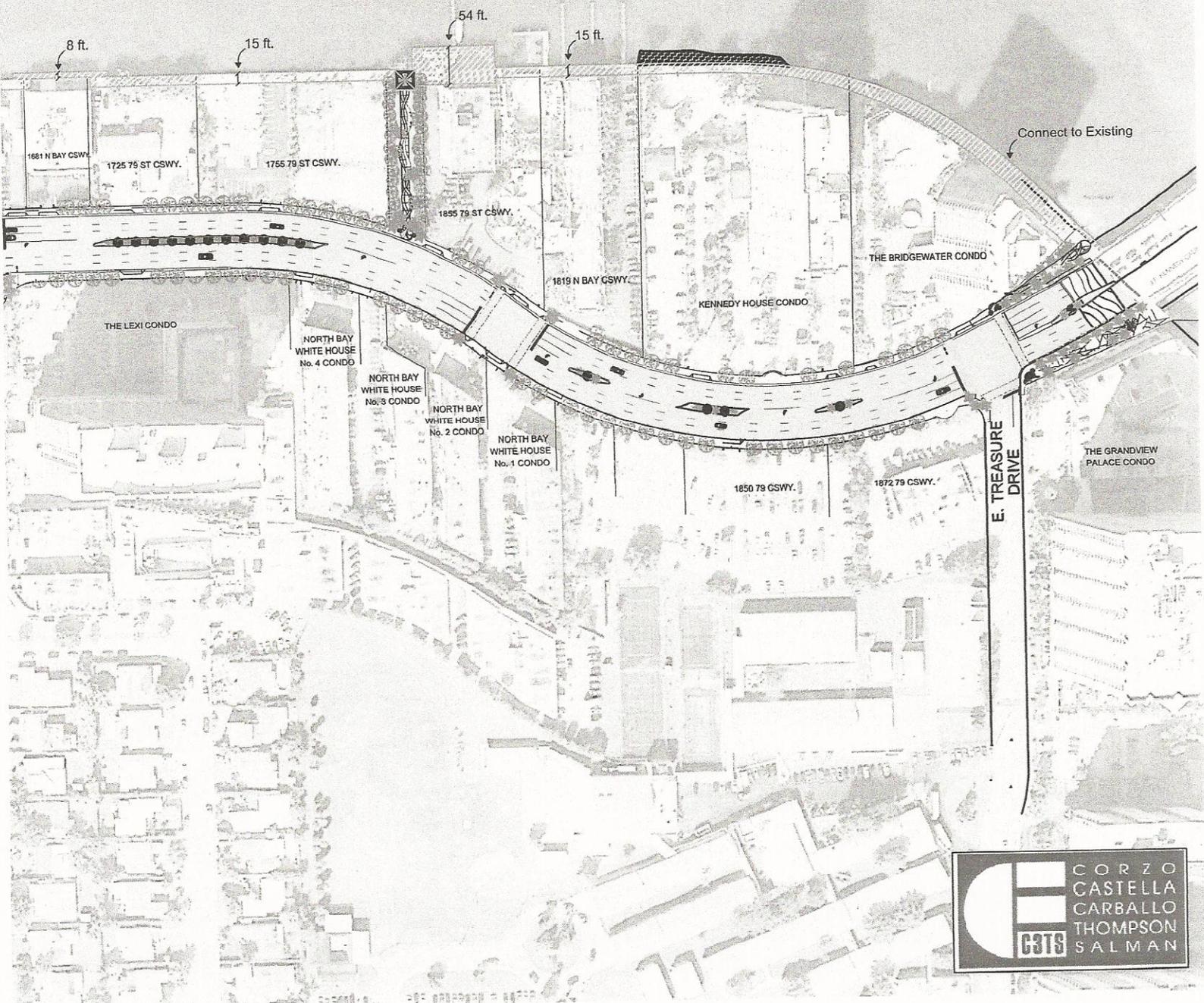
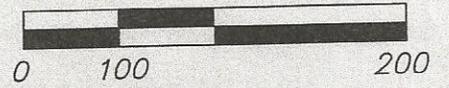
DESIGN & DEVELOPMENT OF PROPOSED BOARDWALK (BAYWALK)

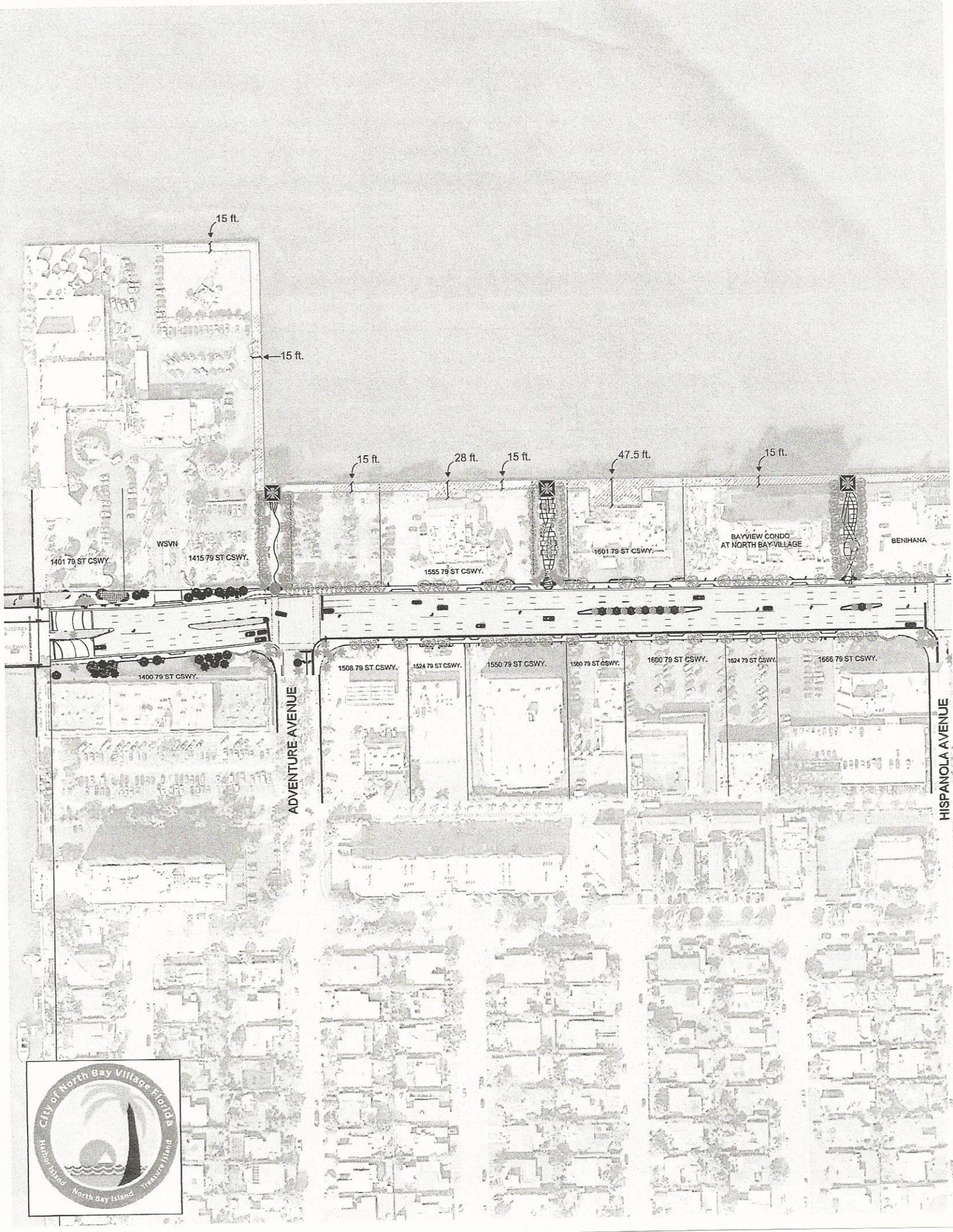


11A(2)



Scale: 1" = 200'





15 ft.

15 ft.

15 ft.

28 ft.

15 ft.

47.5 ft.

15 ft.

1401 79 ST CSWY.

WSVN

1415 79 ST CSWY.

1555 79 ST CSWY.

1601 79 ST CSWY.

BAYVIEW CONDO
AT NORTH BAY VILLAGE

BENIHANA

1400 79 ST CSWY.

1508 79 ST CSWY.

1524 79 ST CSWY.

1550 79 ST CSWY.

1580 79 ST CSWY.

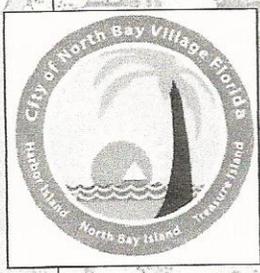
1600 79 ST CSWY.

1624 79 ST CSWY.

1666 79 ST CSWY.

ADVENTURE AVENUE

HISPANOLA AVENUE





North Bay Village

Administrative Offices

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NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: February 20, 2013

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

FROM: Dennis Kelly 
Village Manager

SUBJECT: Art in Public Places for Dr. Paul Vogel Park

RECOMMENDATION:

It is recommended the Village Commission approve the attached invoice / contract with County recommended artist, Mr. Carlos Alves, who will provide us with a total of Four (4) uniquely designed educational nature signs, to include installation, for Dr. Paul Vogel Park.

BACKGROUND:

The Village, through the funding from the Safe Neighborhood Parks Grant, has been able to fund various components of Dr. Paul Vogel Park, including the Art in Public Places requirement. A condition of this grant, through County ordinance, is that the Village ensures that the park contains uniquely designed educational nature art signage. In order to fulfill the Art in Public Places requirement of the grant, the Village has reached out to two local artists who were recommended to us by the County: Mr. Leonel Matheu and Mr. Carlos Alves. Both artists have a multitude of experience with the Art in Public Places County requirement. A staff committee comprised of Bert Wrains, Jenice Rosado and Yvonne Hamilton have reviewed the portfolios of both artist and determined that the artwork that best matches or meshes with existing components of our Village would be the artwork created by Mr. Carlos Alves. The Village will provide the

11B(1)

artist with direction of the type of information and signage we would like for him to design for the park. Attached is a general idea from the artist on what the design and material for the sign will be made out of. The idea the artist has for our Village is a hand painted design incorporating locally found species of Biscayne Bay. The species we are focusing on are: the Pelican, The Manatee, The Dolphin, and the Loggerhead Sea Turtle (see attached). The signage, per grant deadline must be completed and installed no later than June 30, 2013. One of our art pieces will be dedicated to Pelican Harbor Seabird Station for their hard work and dedication in providing medical rehabilitative assistance to injured seabirds of our area, especially the Pelicans. Arraignments will be made for an appropriate dedication ceremony to be held once the artwork is in place.

FINANCIAL IMPACT:

\$4,500 from grant funds will be spent on purchasing Four (4) uniquely designed educational pieces of artwork to be placed in Dr. Paul Vogel Park.

PERSONNEL IMPACT:

Interim Public works director Mr. Rodney Carrero Santana will be working with the Artist to make sure that installation of this art signage is done properly and Special Events Coordinator, Ms. Ana Deleon will be responsible for the dedication ceremony.

CONTACT:

Dennis Kelly / Village Manager



North Bay Village

Administrative Offices

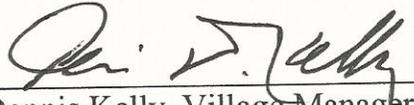
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MEMORANDUM North Bay Village

DATE: February 28, 2013

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Dennis Kelly, 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 VILALGE, FLORIDA APPROVING AN AGREEMENT BETWEEN CARLOS ALVES AND NORTH BAY VILLAGE FOR COMMISSIONING OF NATURE SIGNAGE AT DR. PAUL VOGEL PARK AS REQUIRED UNDER THE SAFE NEIGHBORHOOD PARKS GRANT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; SETTING AN EFFECTIVE DATE.

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

DK:yph

11B(3)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILALGE, FLORIDA APPROVING AN AGREEMENT BETWEEN CARLOS ALVES AND NORTH BAY VILLAGE FOR COMMISSIONING OF NATURE SIGNAGE AT DR. PAUL VOGEL PARK AS REQUIRED UNDER THE SAFE NEIGHBORHOOD PARKS GRANT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER DENNIS KELLY)

WHEREAS, the Village was awarded funding from the Safe Neighborhood Park Grant Program for enhancements to Dr. Paul Vogel Park; and

WHEREAS, a provision of the grant award is for the Village to install educational nature signage at the park; and

WHEREAS, pursuant to the County required procedures and following County procurement requirements, Miami-Dade County has recommended two local artists to the Village; and

WHEREAS, the Village Manager hereby recommends that the Village Commission approve the proposal by Carlos Alves.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE 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. Approval of Proposal. The agreement between Carlos Alves and North Bay Village to design, construct and install four educational nature signs at Dr. Paul Vogel Park at a total cost of \$4,500, attached as Exhibit "1," is hereby approved.

11B(4)

Section 3. Authorization of Village Officials. The Village Manager is authorized to take all actions necessary to implement the terms and conditions of the proposal.

Section 4. Execution of the Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village.

Section 5. Authorization of Funds Expenditure. The Village Manager is authorized to expend budgeted funds for installation of the signage.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____.

FINAL VOTE AT ADOPTION:

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

PASSED AND ADOPTED this 12th day of March 2013.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

11B(5)

**APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:**

**Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Village Attorney**

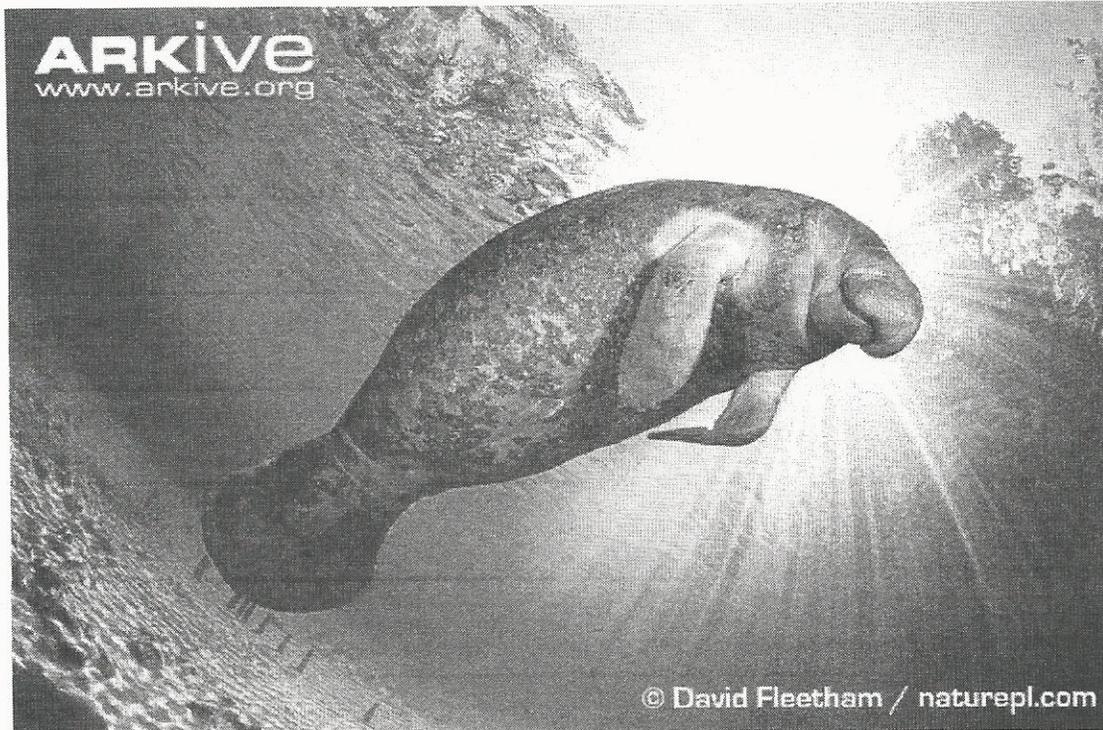
North Bay Village Resolution-Carlos Alves-Installation of Nature Signage at Dr. Paul Vogel Park.



The **Brown Pelican** is a small pelican found in the Americas. It is one of the best known and most prominent birds found in the coastal areas of the southern and western United States. It is one of only 3 pelican species found in the Western Hemisphere. The Brown Pelican is one of the only two pelican species which feeds by diving into the water.

Dedicated to the Pelican Harbor Seabird Station's rescue efforts of local injured seabirds especially Pelicans.

11B(7)

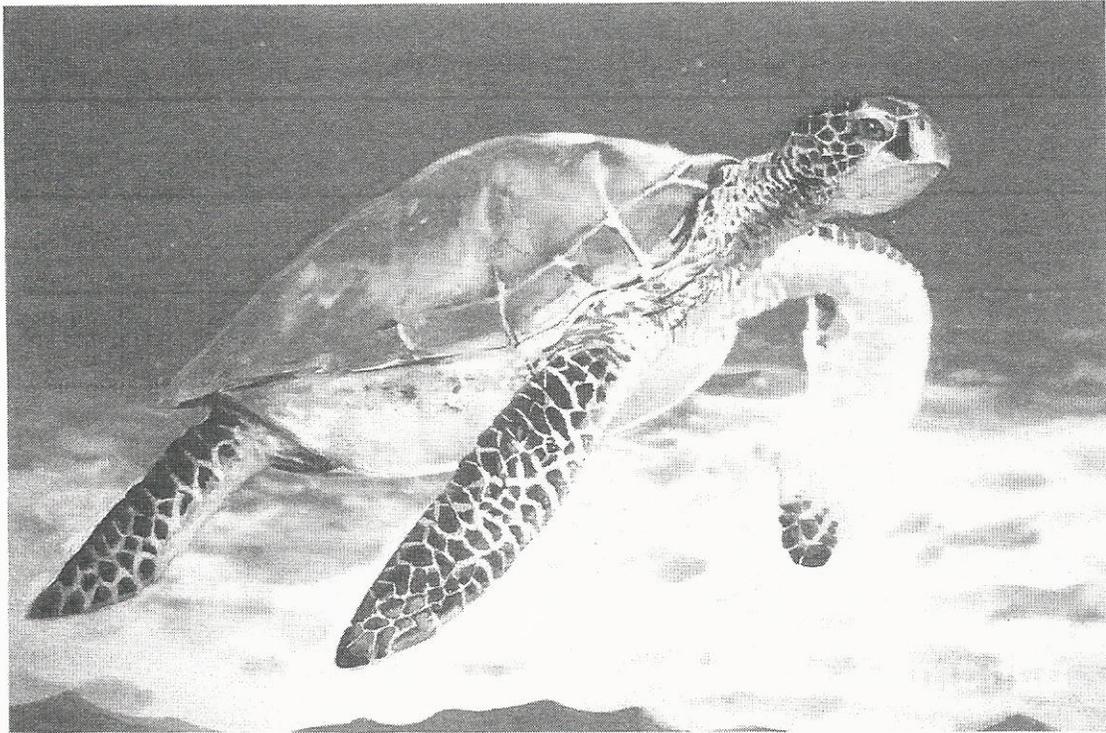


The **Florida Manatee**, a subspecies of the West Indian manatee, is the largest of all living sirenians. They are found in freshwater rivers, in estuaries, and in the coastal waters of the Gulf of Mexico and the Atlantic Ocean. Florida manatees may live to be greater than 60 years old in the wild and are approximately (8.9–11 ft) long and weigh 200–600 kg (440–1,300 lb), with females generally larger than males and feed predominantly on sea grass.

11B(8)



Bottlenose Dolphins, is the most common and well-known members of the family Bottlenose dolphins live in groups typically of 10–30 members, called pods, but group size varies from single individuals up to more than 1,000. Their diets consist mainly of fish and are generally and measure generally 6-13 ft in length and weigh anywhere from 300 – 1000 pounds on average. They use sound for communication, including squeaks and whistles emitted from the blowhole and sounds emitted through body language, such as leaping from the water and slapping their tails on the water surface.



The Loggerhead Turtle is the most common sea turtle in Florida. It is classified as a threatened, but not endangered species. Named because of its large head, which can be ten inches wide, it has powerful jaws used to crush the clams, crabs and encrusting animals on which it feeds. As many as 68,000 loggerhead nests have been found in Florida each year.

CARLOS ALVES



1157 SW 6 St, Miami, Fl 33130 305.331.6806
carlosalvesmosaics@me.com www.carlosalvesmosaics.com

INVOICE

DATE: 2/19/2013

CLIENT: City of North Bay Village
1700 Kennedy Causeway Suite 132
33141 North Bay Village
JOB: Paul Vogel Park ~ 4 Educational Signs

Four Educational Ceramic Plaques depicting approved images.

PRICE:	\$4,500.00
Artist Fee:	\$450.00
Insurance:	\$200.00
Tile Plaques (4):	\$1,600.00
Iron Work~Stands:	\$1,000.00
Installation:	\$1,000.00
TOTAL:	\$4,500.00

Deposit: \$2,000
Balance Due upon installation: \$2,500
AMOUNT DUE \$2,000

Please Make Check Payable to:

Carlos Alves
1854 SW 9 St
Miami, Fl 33135

- *Work will take approx. six weeks to complete & Install.
 - *Installation will take Appx. Four hours.
 - *Location of the four posts to be determined by Public Works.
 - *City will provide Permit.
 - *Attached is a sketch of design and installation.
- This is a very simple project and install. We will dig out concrete post-holes at specified locations, Quick set concrete will be casted and sign post inserted for optimal anchoring. Basically the same as anchoring stop signs.

11B(11)

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) Carlos Angel ALVES	
Business name, if different from above Carlos A Alves Inc	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or su.) 1824 SW 9 St	Requester's name and address (optional)
City, state, and ZIP code Miami FL 33135	
List account number(s) here (optional)	

Part I Taxpayer identification number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number 26418314744
or
Employer identification number 571070902

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Form 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ 2-10-2013
------------------	----------------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

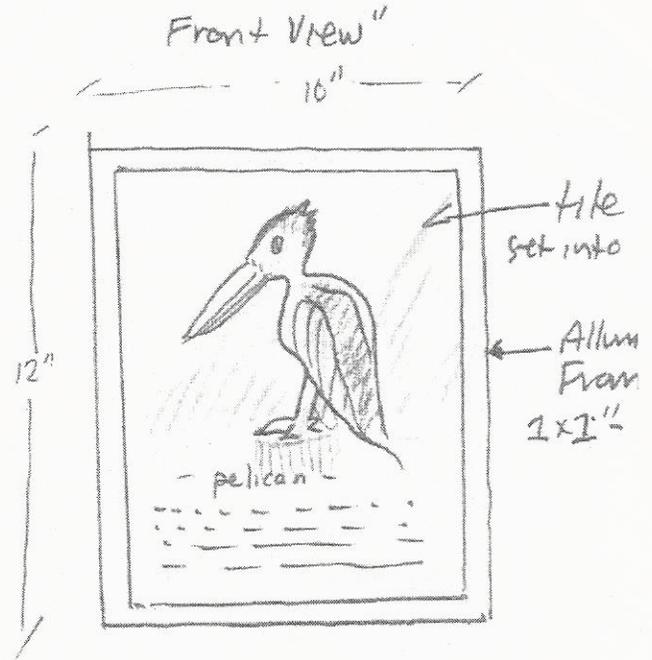
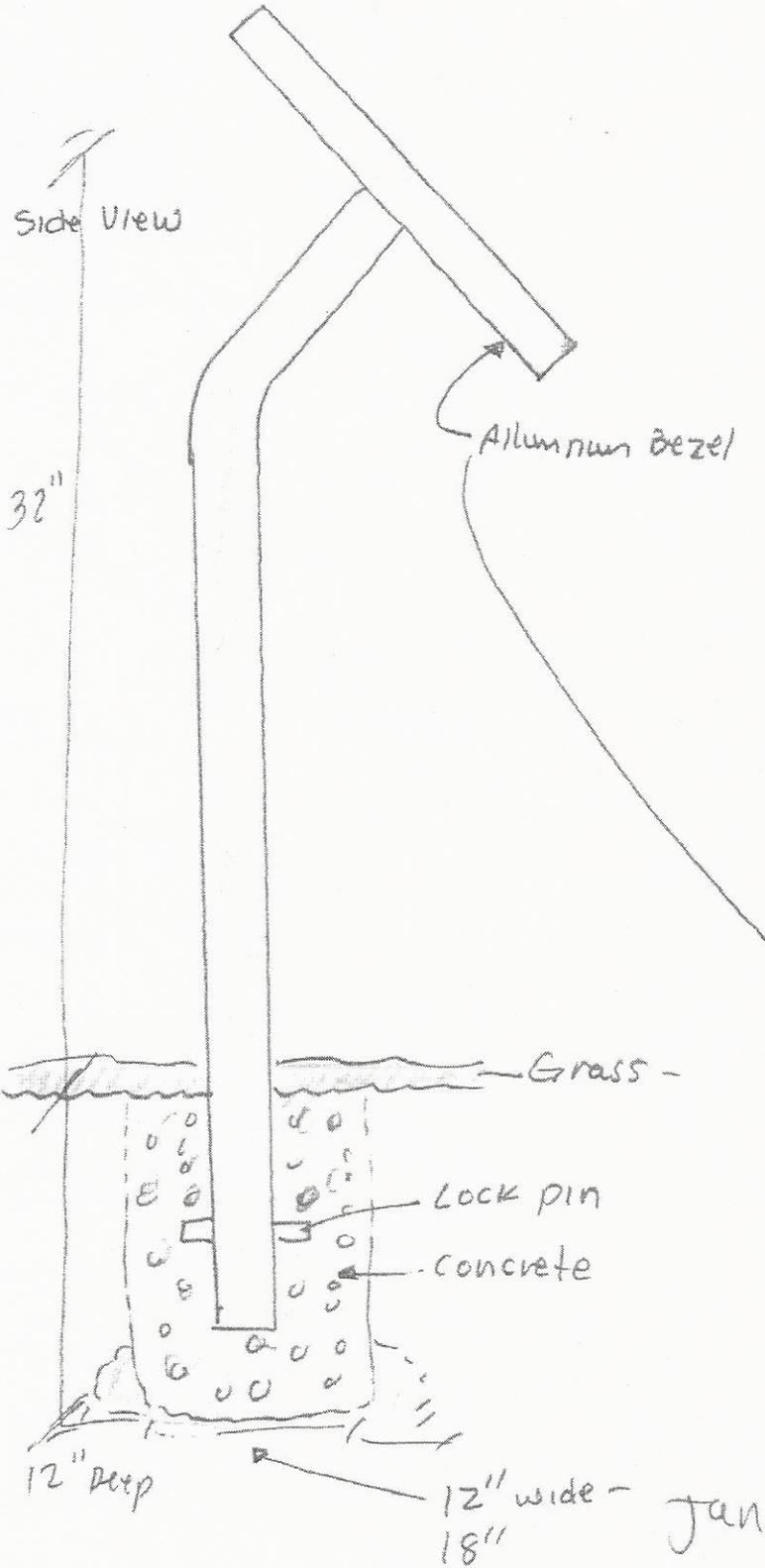
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

11B(12)

Sign Post Proposal For Vogel Park - North Bay Village -



Howe-?

J. C. Investigaticus

- ① Glass block - Hurricane resistant
corn Ratings - Glu
- ② Insulation Prices, Varieties
What do we want -
- ③ Sanitizer/ Camphor - Disinfectants Etc STUFF FOR A
under house?
- ④ Bamboo Flooring - Prices/First
- ⑤ Closet Doors - ?
- ⑥ Baseboards? wood/tile -

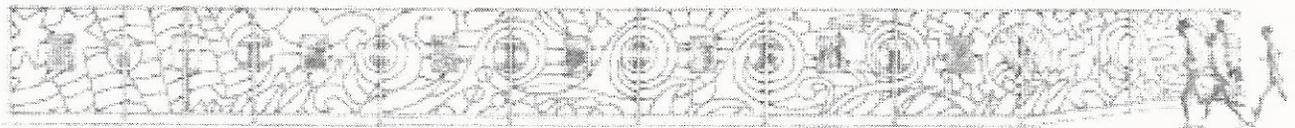
Jani -
305-962-6319

11B(13)

Carlos ALVES 20



Miami Beach Victory Garden Fence with Ceramic Plaques



By Andrew Reid sh-d

11B(14)

**AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
CARLOS ALVES**

THIS AGREEMENT (this "Agreement") is made effective as of the ___th day of _____, 2013 (the "Effective Date"), by and between the **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation (hereinafter the "Village"), and **CARLOS ALVES**, an individual resident of the State of Florida (hereinafter the "Consultant").

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a scope of services, schedule, and fee to engage the Consultant to perform certain professional services for the design and implementation of artistic nature signage for Dr. Paul Vogel Park (the "Project"); and

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

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

1. **Scope of Services.**

1.1. The Consultant shall furnish such professional services and provide deliverables for the Project (the "Services") as described in Exhibit "A" attached hereto and made a part hereof (the "Scope of Services").

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect through _____, 2013, unless earlier terminated in accordance with Paragraph 5.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services for the Project within the timeframes set forth in the Proposal.

3. **Fee for Services.**

3.1 Consultant shall be paid for Consultant's Services in a flat fee amount of \$4,500.00 under this Agreement. Fees shall be billed and paid pursuant to monthly invoices.

3.2 The flat fee shall include all activities identified in the Services, as well as telephone consultations and information exchanges via phone and email,

11/3/13

and on-site inspections and installations including travel time to/from meetings.

3.3 Invoices shall be promptly processed for payment by Village pursuant to Sec. 218.70, Fla. Stat. upon receipt of the Consultant's invoice.

4. **Work Product/Ownership of Documents.**

4.1 All original documents ("work product") that result from the Contractor providing services hereunder shall be the property of the Village.

4.2 Upon termination of this Agreement, or upon request of the Manager during the term of this Agreement, any and all work product shall be delivered to the Village by the Contractor.

5. **Termination.**

5.1 The Village may, without cause, terminate this Agreement upon five (5) days written notice to the Consultant, or immediately with cause.

5.2 Upon receipt of the Village's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the Village Manager.

5.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 5.4.

5.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

6. **Records; Use of Design.**

6.1 The Project design and all related drawings and products shall be the property of the Village for use at the Project site and for display by the Village at Village facilities in the sole discretion of the Village.

6.2 The Consultant hereby grants to the Village the right to use images of the Consultant's work, and the Project for educational, promotional and informational purposes, in any media, including but not limited to, printed post cards, posters, and posting on the Village's websites and other related websites authorized by the Village.

11B(16)

6.3 The Village hereby reserves the right to install a plaque or sign at the Project site with information about the Consultant, the Project, and/or other information acceptable to the Village in its sole discretion.

6.4 The Consultant and the Village agree that if the Project is altered so that, in the Consultant's reasonable opinion, the integrity of the Project, as a work of art, is damaged, the Consultant may choose to have its name disassociated with the Project and have any reference to the Consultant removed from the Project.

7. **Attorneys Fees and Waiver of Jury Trial.**

7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

8. **Notices/Authorized Representatives.**

8.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: Dennis Kelly, Village Manager
North Bay Village, Florida
1700 Kennedy Causeway, #132
North Bay Village, FL 33141
Telephone: 305-756-7100

For The Consultant: Carlos Alves

11B(17)

9. **Governing Law.**

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

10. **Entire Agreement/Modification/Amendment.**

10.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

10.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

11. **Nonassignability.**

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

12. **Severability.**

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

13. **Independent Contractor.**

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

14. **Compliance with Laws.**

14.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date as written above.

Attest:

Yvonne Hamilton, Village Clerk

NORTH BAY VILLAGE

By: _____
Dennis Kelly
Village Manager

Date: _____

CONSULTANT:

Carlos Alves

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF NORTH BAY VILLAGE

Weiss Serota Helfman Pastoriza
Cole and Boniske, P.L.
Village Attorney

11B(19)

EXHIBIT A
SCOPE OF SERVICES

Design and installation of four educational ceramic plaques at Dr. Paul Vogel Park, 7920 West Drive as outlined in the invoice dated 2/19/2013 from Carlos Alves included herein.