



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, APRIL 12, 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. LIEUTENANT BRIAN COLLINS
2. SERGEANT KEVIN BEATY, OFFICER MANNY CASAIS, AND OFFICER MARCEL ASCANIO

B. SPECIAL PRESENTATIONS

- 1.) HOUSE REPRESENTATIVE DAVID RICHARDSON

C. ADDITIONS AND DELETIONS

3. GOOD & WELFARE

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, ACCEPTING A FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) –DIRECT AWARD IN THE AMOUNT OF \$1,096; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE UP TO \$698 IN MATCH FUNDING FROM THE STATE FORFEITURE FUND; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The proposed Resolution calls for the acceptance of a grant award of \$1,096 with a Village match of \$698, for the purchase of one (1) portable Automated Defibrillator (AED) for use by North Bay Village patrol officers.

B. A RESOLUTION OF THE COMMISSION NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR POLICE DISPATCH, PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The proposed Resolution will authorize a 36-month lease agreement for a digital copier machine for Police Dispatch.

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE TRANSFER OF EXPENDITURES FROM THE FEDERAL FORFEITURE FUND TO THE GENERAL FUND; APPROVING THE APPROPRIATION OF GENERAL FUND UNASSIGNED FUND BALANCE AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution calls for the transfer of \$64,171 of expenditures from the Federal Forfeiture Fund to the General Fund Police Department FY2016 budget and the General Fund Unassigned Fund Balance to fund the deficit from January and February 2016.

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR THREE (3) NEW POLICE VEHICLES FROM DANA SAFETY SUPPLY, INC., UNDER THE PIGGY BACK PURCHASE PROVISION, AS PER SECTION 36.25(J) OF THE VILLAGE'S PURCHASING ORDINANCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the purchase of equipment for the new police vehicles without competitive bidding, pursuant to the Purchasing Ordinance, since the company was selected by the City of Miami through a competitive bidding process for the purchase and/or installation of municipal vehicle equipment in September 15, 2015.

- E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY SCHOOL BOARD FOR IMPROVEMENTS, MAINTENANCE, AND USE OF THE BASKETBALL COURT LOCATED AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)**

The proposed Resolution will allow an agreement with the School Board of Miami-Dade County for the Village to improve and maintain the Basketball Courts at TIES, for joint use by Village residents.

- F. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE TOWN OF MEDLEY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow shared law enforcement services between the Village and the Town of Medley, when necessary.

- G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PAYMENT PLAN WITH MIAMI-DADE COUNTY, FLORIDA, FOR THE PURCHASE OF A POLICE RADIO SYSTEM; APPROVING THE EXPENDITURE OF \$12,106.94 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE FOR THE FIRST ANNUAL PAYMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will accept a Payment Plan from Miami-Dade County to pay the remaining balance of \$48,427.76 due for the purchase of an 800 MHz Trunked Radio System currently being used by Police Dispatch, as well as authorize the expenditure of \$12,106.94 for the first of four annual payments.

- H. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A COLOR FOR PAINTING THE POLICE DISPATCH CENTER AT 1841 GALLEON STREET; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will approve the color for painting the Police Dispatch Building on Galleon Street, either a Quiet Teal for the walls and Elderflower for the trim or a Bucolic Blue for the walls and a Stately White for the trim.

- I. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. NBV 2015-001 FOR THE SANITARY SEWER REHABILITATION PROGRAM TO INSITUFORM TECHNOLOGIES, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will award a Bid to Insituform Technologies, Inc., and authorize a contract for the repair and rehabilitation of North Bay Village gravity sewer system.

- J. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF UP TO \$35,000 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE FOR THE PURCHASE OF TWO NEW MERCURY VERADO ENGINES FOR THE POLICE BOAT, FROM CENTRAL FLORIDA YAMAHA, UNDER THE PIGGYBACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

Approval of the proposed Resolution will approve the purchase of engines for the police boat that was purchased from the Town of Golden Beach in 2015, to replace the one that has failed, and the other that is nearing the end of its life expectancy.

- K. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE APPLICATION FEE FOR VACATION RENTAL LICENSES WITHIN NORTH BAY VILLAGE, FLORIDA. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will establish an Application Fee of \$200.00 and a Renewal Fee of \$150.00 for Vacation Rental Licenses.

- L. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRAPHIC DESIGN FOR THE TEMPORARY FENCE TO BE LOCATED AT 7918 WEST DRIVE PROPERTY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution seeks approval of the design to be placed on the temporary fence to be installed at 7918 West Drive, as recommended by the Community Enhancement Board.

- 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 CHAPTER 36 OF THE VILLAGE CODE ENTITLED “PROCUREMENT REQUIREMENTS” BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Ordinance will ensure that the Village will not be a party to discriminatory business practices and boycotts and that procurement contracts are protected from the practical and legal instability inherent in agreements with parties that support or engage in discriminatory practices.

- 1.) Commission Action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING VILLAGE COMMISSION POLICY AND PROCEDURES REGARDING PROCLAMATIONS AND AWARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution will establish guidelines for issuance of ceremonial awards, including proclamations, plaques, certificates of Recognition and Keys to the Village.

1.) Commission Action

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THAT NO VILLAGE COMMISSION MEMBER MAY REPRESENT THE VILLAGE WITHOUT PROPER AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)**

The proposed Resolution will establish guidelines to ensure that the members of the Village Commission obtain proper authorization when seeking to represent the Village.

1.) Commission Action

- D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CENSURING AND DENOUNCING MAYOR CONNIE LEON-KREPS FOR HER VIOLATION OF DECORUM AND CONDUCT UNBECOMING A MEMBER OF THE NORTH BAY VILLAGE COMMISSION, BY MAKING FALSE AND UNSUPPORTED ACCUSATIONS OF COLLUSION AND CONSPIRACY AGAINST HER FELLOW COMMISSION MEMBERS AT THE COMMISSION MEETING OF MARCH 8, 2016; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)**

The proposed Resolution admonishes the Mayor for her remarks about conspiracy and collusion by her fellow Commissioners against her.

1.) Commission Action

13. PUBLIC HEARING ITEMS, INCLUDING ORDINANCES FOR SECOND READING:

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING SUPPLEMENTAL REGULATIONS OF CHAPTER 152 – ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE; CREATING SECTION 152.112 ENTITLED “VACATION RENTAL LICENSE PROGRAM” TO INCLUDE BUT NOT BE LIMITED TO PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR A VACATION RENTAL LICENSE; PROVIDING FOR A VACATION RENTAL REPRESENTATIVE; PROVIDING FOR LOCAL PHONE SERVICE REQUIREMENT; PROVIDING FOR PARKING STANDARDS; PROVIDING FOR SOLID WASTE HANDLING AND CONTAINMENT; PROVIDING FOR THE POSTING OF VACATION RENTAL INFORMATION; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS – SECOND READING- PUBLIC HEARING)**

The proposed Ordinance set standards for short term rental properties.

1.) **Commission action**

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1335 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR TEMPORARY WAIVER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The proposed Resolution will allow the owners of 1335 Kennedy Causeway to obtain a Business Tax Receipt to lease their parking lot to Bayshore Yacht & Tennis Club, which will provide some assistance to the Village in alleviating the parking problem on Harbor Island.

1.) **Commission Action**

- C. PUBLIC INPUT FOR DRAFT STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE. (PUBLIC HEARING)**

14. **UNFINISHED BUSINESS**

15. **NEW BUSINESS**

- A. Exercise Equipment (Pull Up and Dip Station) at Dr. Paul Vogel Community Park (Mayor Connie Leon-Kreps)**
- B. Educational Compact with Miami-Dade County Public School (Mayor Connie Leon-Kreps)**
- C. Miami Beach Chamber of Commerce (Commissioner Eddie Lim)**

1.) **Commission Action**

- D. Instruction to the Village Manager to Research the Feasibility of Creating a “Destination District” along the North Side of Kennedy Causeway on Treasure Island (Vice Mayor Jorge Gonzalez)**

16. **APPROVAL OF MINUTES**

- A. Special Commission Meeting – March 22, 2016**
- B. Regular Commission Meeting – March 8, 2016**
- C. Special Commission Meeting – February 23, 2016**

1.) **Commission Action**

17. **ADJOURNMENT**



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

8

VILLAGE MANAGER'S REPORT

TO

THE MAYOR AND MEMBERS OF THE VILLAGE COMMISSION

APRIL 12, 2016

1. **UPDATE ON LED MESSAGE BOARDS.**
2. **UPDATE ON PROPOSED 70TH ANNIVERSARY BOOK FOR NORTH BAY VILLAGE**
 - a. At 10/13/2015 Commission Meeting, Manager was directed to meet with Mr. Seth Bramson. Meeting took place on 10/27/2015.
 - b. Synopsis of proposal sent to Commission on 10/27/2015 – see attached.
 - c. Formal Proposal and Author's Compensation attached.
 - d. Total Cost to the Village; \$12,498 or \$12,998 depending upon the style of book selected.
 - e. Funding would come from Unreserved Reserves
 - f. Direction required from Commission
3. **UPDATE ON PAINTING BIKE LANES GREEN**
 - a. Suggestion by Commissioner Chervony
 - b. Update on discussions with FDOT
 - c. Funding statues – CITT eligible
4. **GRANTS UPDATE BY LAKEESHA MORRIS**

Frank K. Rollason, Village Manager

Frank Rollason

From: Frank Rollason

Sent: Tuesday, October 27, 2015 5:03 PM

To: VILLAGE COMMISSION

Cc: Jenice Rosado; Evelyn Herbello; Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com); Bert Wrains; Sandra Zamacona

Subject: 70th ANNIVERSARY BOOK FOR NORTH BAY VILLAGE

At the October 13th Commission meeting, I was directed to meet with Mr. Seth Bramson on the topic of his offer to prepare and publish a book of a historical nature commemorating the 70th Anniversary of North Bay Village. That meeting took place this afternoon with the following information provided by Mr. Bramson:

1. The Village would need to enter into a contract with Mr. Bramson to produce the book with the Village responsible to purchase a minimum of 500 books.
2. The Cover Price of each book would be either \$19.99 or \$21.99 depending on size and amount of color vs black and white photos.
3. The Village would pay 50% of the cover price for whichever book style is chosen – (50% due upon signing the contract and the other 50% when books are printed and delivered to the Village – a cost to the Village of either \$4,998 or \$5,498 depending upon which style chosen).
4. In addition to the purchase of the 500 books, the Village would pay Mr. Bramson a fee of \$7,500 for his services – (50% due upon signing the contract and the other 50% when books are printed and delivered to the Village – making the total cost to the Village either \$12,498 or \$12,998, again, depending upon the style of book chosen).
5. The book will be a soft, glossy cover publication.
6. The Village would be solely responsible for the selling, gifting, or any other form of distribution determined by the Village of its 500 copies and if sold, would be at the Cover Price.
7. Mr. Bramson will market and promote the books, but will not sell any of our 500 copies – he will receive additional books from the publisher, at his cost, and will only sign those books for resale at his book promotional gatherings.
8. All research in preparing the book will be conducted by Mr. Bramson.
9. The Village will be responsible to identify a single point of contact representing the Village for him to interact and receive approvals for text and photos to be used in developing the book.
10. Mr. Bramson will submit to me a formal proposal by November 3rd so that this issue may be on the November 10th Commission meeting for further discussion. **PROPOSAL AND AUTHOR'S COMPENSATION ATTACHED.**

Funding for this endeavor would come from the Unreserved Reserves. I will bring this item back on November 10th as one of my items seeking further direction as part of my Manager's Report to the Commission.

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

November 2, 2015

To: Frank R. Rollason, Village Manager

From: Seth H. Bramson

Re: Author's compensation

Dear Mr. Rollason:

If the Commission decides to proceed with our proposed agreement to write the history of North Bay Village, my compensation, as author, will be \$7,500.00. One half (\$3,750.00) is to be paid upon signing of the contract (I can provide a template of same) as author's retainer; the second half, in the same amount, is to be paid upon notification to you or your designated representative that the book has been completed and is ready to be shipped.

In the author's contract, the time frame is included, and I think and believe that from the time of the signing to delivery should be between nine and twelve months.

The only other cost to the Village will occur (and this will be in the contract) if the author needs to have photographs printed for the purpose of inclusion in the book, with a cost not to exceed \$500.00. (That amount has never been reached in preparing photographs for any of the preceding books; the expense occurs only when we have negatives from residents or other sources that we need to have printed, the prints usually no larger than 5 x 7").

Trusting that this, along with the proposal previously sent to you, is satisfactory for presentation to the Commission, I will look forward to hearing from you regarding the writing of the history of North Bay Village.

/s/ Seth H. Bramson

NORTH BAY VILLAGE BOOK PROPOSAL

To: Frank K. Rollason, Village Manager

From: Seth H. Bramson

Re: 70th Anniversary of North Bay Village book proposal

Date: October 30, 2015

Dear Mr. Rollason:

Thank you for meeting with me last Tuesday, the 27th, to discuss having a book written for NBV's 70th anniversary as a municipality.

As you are aware, the story of the Village's origination began when "Broadcast Key," the five acre island location of the W I O D ("Wonderful Isle of Dreams") transmitter was put in place in 1926, approximately at the location of what is now the Channel Seven studios and office building. Over the years the growth that would eventually lead to municipal incorporation in 1945 would occur.

That story, the incredible story of the formation, founding, and expansion of a completely unique municipality has never been told in book form, and it is the belief of this writer—and, hopefully, you, the mayor and the commission—that said story should be put into a permanent volume, which, indeed, would be a treasured keepsake, so that North Bay Village is able to present its history in that format.

With the approval of the Commission, the suggested title for the book is *Islands in the Sun*, which I believe illustrates the location and undeniable appeal of NBV.

The format for said book begins with a Preface by the mayor, welcoming readers to the book and telling them a bit about the Village. The Preface is followed by the author's Introduction, which is an overview of the book; the Acknowledgements; the individual chapters, and, the last page, which is a brief biography of the author.

Among the chapter titles: "We Must Have a Causeway to Reach Normandy Isle—Henry Levy;" "It all Began with Broadcast Key;" "Growth and Incorporation;" "One Main and Major Street;" "The Restaurants and the Clubs;" "The Steinhardt Family;" "Villagers" (This chapter looks at prominent North Bay Village residents through the years); and more, including the last chapter, "Taking North Bay Village Into the Future." Illustrations

apropos to each chapter will come from The Bramson Archive; the Village's archives and records; residents and property owners, and other sources.

The proposed publisher is Marc—Martin Publishing, based in Hallandale Beach. Marc-Martin has published most of the stunningly beautiful books and booklets, as well as photographic souvenir type items such as posters, for most of America's national parks, and you have, in your possession, several of their fine publications.

Publisher's compensation: North Bay Village will agree to purchase a minimum of five hundred (500) copies of the book with a fifty percent (50%) discount from the likely cover price of \$21.99. One-half of that amount is to be paid upon acceptance of the agreement with the remainder paid upon notification that the book is ready for delivery. Purchases of books by the Village following the initial order will be in minimums of 100 copies, also receiving the same discount with each order.

Author's responsibilities include writing and editing the book, selecting and captioning the photos and submitting it to the designated municipal official for approval. Said official will be asked to ascertain that spelling of names is correct, that dates are correct and that the information presented is documented appropriately. That person should be the individual who advises the commission that the book is complete and appropriate for publication, and the manager and commission are assured that the book will be written to present North Bay Village in a positive light in order to give the most favorable impression possible of the past, present and future of the Village.

In addition to being a complete history of the Village, the book will be enjoyable and enlightening, and will allow the readers to indulge themselves in their warm memories of growing up in, living in, recreating in or dining in NBV. As the author of twenty-three (23) books I can and will promise all concerned that you will be very proud of the resulting edition.

Information regarding the proposed time frame and author's compensation will follow in a separate email.



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: April 4, 2016
Reporting Period: March 1 – 30, 2016

Grants Submitted this Reporting Period:

1. **Florida Department of Transportation – Traffic Records Information System**
 - a. **Date Submitted:** 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 Department of Transportation – Transportation Alternatives Grant**
 - d. **Date Submitted:** March 31, 2016
 - e. **Project Title:** North Bay Village Baywalk Plaza Phase II
 - f. **Summary:** Funding in the amount of \$1,000,000 was requested for the construction of the Baywalk Plaza Area.

3. **Florida Inland Navigation District – Waterways Assistance Program**
 - a. **Date Submitted:** March 31, 2016
 - b. **Project Title:** North Bay Village Boardwalk Project: Phase I
 - c. **Summary:** Funding in the amount of \$100,000 was requested for the planning and design of the Boardwalk Project. This was submitted pursuant to Village Resolution #2016-14. If awarded, it will require a \$100,000 match from the Village.

Grants “Under Construction”/”For Consideration”

1. **South Florida Water Management District**
 - a. **Due Date:** May 20, 2016
 - b. **Project Title:** To Be Determined
 - c. **Note:** Funding is available for stormwater, alternative water or water conservation projects.



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

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

2. Florida League of Mayors – City Catalyst

- a. **Due Date:** June 17, 2016
- b. **Project Title:** To be determined
- c. **Note:** Funding between \$500-\$1,500 is available to support projects or initiatives that help build community and/or help to enhance the lives of citizens in a city.

Grant Reporting/Implementation Activities

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

- **Florida Inland Navigation District:** LaKeesha submitted the quarterly report for the 2016 FIND grant for construction of the Baywalk Plaza.

Other Activities

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

- **FDOT Pre-Application Meeting:** LaKeesha coordinated and attended pre-application meeting along with the Village's Public Works Director. This is a new component to the grant application process for the 2016 TAP Cycle (Submitted Grant #2 Above). The meeting was held of March 25 and staff from FDOT provided feedback about the Village's proposed project.
- **Preparation of Agenda Items:** LaKeesha prepared and submitted two resolutions. (1) Byrne Grant to purchase AED Machines for the April Agenda and (2) Florida Inland Navigation District resolution for the March Agenda.



North Bay Village

10A

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: April 12, 2016

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

FROM: Frank Rollason
Village Manager

SUBJECT: FY 16 Edward Byrne Memorial Justice Assistance Grant - Direct

RECOMMENDATION REQUEST

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) – STATE OF FLORIDA (DIRECT) AWARD IN THE AMOUNT OF \$1,096; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THIS GRANT.

BACKGROUND AND ANALYSIS

Funding Source: FY 16 Edward Byrne Memorial Justice Assistance Grant - Direct

Program Title: Equipment Purchase

Amount Awarded: \$1,096 **Match Required:** Up to \$698

On January 26, 2016, North Bay Village requested FY2016 JAG funding to purchase one (1) additional portable Automated External Defibrillators (AED) Machine for use by the patrol officers within the Police Department. This will enhance the Village's ability to provide emergency services to the community.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. The Village's Police Force is usually the first to respond in the event of an emergency. Having officers that are trained and equipped to respond quickly will improve the Department's level of service and potentially save lives.

Impact to Budget

North Bay Village has been awarded two JAG Grants for FY 2016; (1) FY 16 Edward Byrne Memorial Justice Assistance Grant – County in the amount of \$2,256 accepted by the Village in January 2016, and (2) FY 16 Edward Byrne Memorial Justice Assistance Grant – Direct in the amount of \$1,096. Together, these grants total \$3,352 for the purchase of three AED Machines.

The initial quote received by the Village for the AED machines and accessories range from \$1,158 for the same model currently used by the Village to \$1,350 for a newer model. The total cost will be \$3,474 - \$4,050. The Village will be required to pay any amount greater than \$3,352. For this reason, the police department is requesting the Village to allow a match of up to \$698 (\$4,050 - \$3,352) to purchase the equipment.

Each officer will receive training on the new AED machines before they are put into use. The machines will be kept in the designated police officer's car. The benefits to the Village Police Department of purchasing these AED Machines include;

Officers will be better equipped to save lives The Village will improve current policies and procedures for emergency response The Village will provide education to the community about Heart Disease and Stroke Prevention

RECOMMENDATION

We recommend that the attached resolution be adopted, authorizing the Village Manger to execute Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) - Direct; Exhibit "A".



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: April 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 Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) –DIRECT AWARD IN THE AMOUNT OF \$1,096; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE UP TO \$698 IN MATCH FUNDING FROM THE STATE FORFEITURE FUND; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS; AND PROVIDING 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A FISCAL YEAR 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) –DIRECT AWARD IN THE AMOUNT OF \$1,096; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE UP TO \$698 IN MATCH FUNDING FROM THE STATE FORFEITURE FUND ;AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village (“Village”) applied for the Edward Byrne Memorial Justice Assistant Grant (JAG) Program from the Department of Justice through the Bureau of Justice Assistance (BJA); and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions, and awarded the Village a grant (the “Grant”) for One Thousand Ninety-Six Dollars (\$1,096); and

WHEREAS, the Village Commission desires to enter into a contract with the Florida Department of Law Enforcement (FDLE) accepting the grant; and

WHEREAS, the Village will estimates that there will be a \$698 match required for expenses above the \$1,096 grant award; and

WHEREAS, the grant will allow for the purchase of one (1) portable Automated External Defibrillator (AED) Machine for use by the patrol officers within the Police Department; 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 MAYOR AND COMMISSIONERS 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. Acceptance of Grant. The Village Commission here accepts a Fiscal Year 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) - Direct in the amount of \$1,096 for the purchase of portable an Automated External Defibrillator (AED) Machine for use by the patrol officers within the North Bay Village Police Department.

Section 3. Authorization of Village Officials. The Village Manager is authorized to execute all documents associated with the acceptance of this grant.

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

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

FINAL VOTE ADOPTION:

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

PASSED AND ADOPTED this ____ day of April 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

FEB 26 2016

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

The Honorable Connie Leon-Kreps
Mayor
City of North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village, FL 33141-4189

Re: Contract No. 2016-JAGD-DADE-5-H4-051

Dear Mayor Leon-Kreps:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant (JAG) subgrant to your unit of government in the amount of \$ 1,096.00 for the project entitled, NORTH BAY VILLAGE AUTOMATED EXTERNAL DEFIBRILLATOR PROJECT. This subaward is approved under Florida's state JAG award 2015-MU-BX-1066 from the Department of Justice. These funds shall be utilized for the purpose of reducing crime and improving public safety and the criminal justice system.

Enclosed is a copy of the approved subaward application with the referenced contract number and standard conditions. This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

Information from subawards and performance reports are provided to the Department of Justice (DOJ) Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet federal transparency requirements. Contract and grant information is also provided to the State of Florida, Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). This grant agreement and all correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on how to request exemption.

Please complete and return the enclosed Certificate of Acceptance and Certification of Conflict of Interest forms within 30 calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and DOJ before beginning project activities. If your subaward contains any such items or those listed on the Bureau of Justice Assistance (BJA) Controlled Expenditures List, a grant adjustment and written request with justification will be required. A correlating special condition on your subgrant award in the Subgrant Information Management ON-Line (SIMON) system may also be included.

We look forward to working with you on this project. Please contact Senior Management Analyst Supervisor Randall Smyth at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/ar

Enclosures

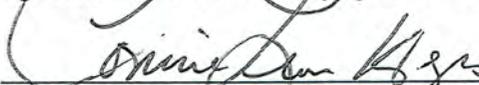
State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2016-JAGD-DADE-5-H4-051, in the amount of \$ 1,096.00, for a project entitled, NORTH BAY VILLAGE AUTOMATED EXTERNAL DEFIBRILLATOR PROJECT, for the period of 02/01/2016 through 06/30/2016, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that no recipient or subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.



(Signature of Subgrantee's/Authorized Official)

MAYOR

(Print Name and Title of Official)

North Bay Village

(Name of Subgrantee)

(Date of Acceptance)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF CONFLICT OF INTEREST

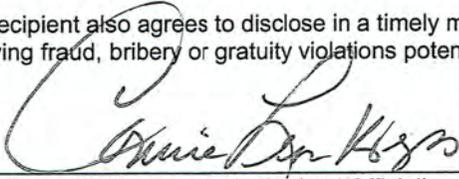
Subgrantee: City of North Bay Village

Award Number: 2016-JAGD-DADE-5-H4-051

Decisions related to use of these grant funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance.

The subgrantee, through its authorized representative, certifies the unit of government above is compliant with OMB Uniform Grant Guidance (2 CFR Part 200), Section 200.112 and OJP Financial Guide, Section 3.20 regarding Conflict of Interest and will notify FDLE Office of Criminal Justice Grants, in writing, of any potential conflict of interest in accordance with this agreement.

The recipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting this subaward.



(Signature of Subgrantee's Authorized Official)

MAYOR

(Print Name and Title of Official)

(Date) / —

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of North Bay Village

Date of Award: 2/25/2016

Grant Period: From: 02/01/2016 TO: 06/30/2016

Project Title: NORTH BAY VILLAGE AUTOMATED EXTERNAL DEFIBRILLATOR PROJECT

Grant Number: 2016-JAGD-DADE-5-H4-051

Federal Funds: \$ 1,096.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 1,096.00

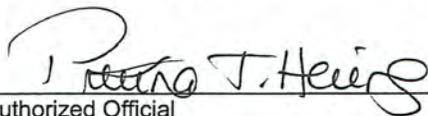
CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.



Authorized Official
Petrina Tuttle Herring
Bureau Chief

2/25/2016

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of North Bay Village

County: Dade

Chief Official

Name: Connie Leon-Kreps

Title: Mayor

Address: 1666 Kennedy Causeway
Suite 300

City: North Bay Village

State: FL **Zip:** 33141-4189

Phone: 305-758-7171 **Ext:**

Fax:

Email: ckreps@nbvillage.com

Chief Financial Officer

Name: Bert Wrains

Title: Interim Finance Director

Address: 1699 Kennedy Causeway
Suite 300

City: North Bay Village

State: FL **Zip:** 33141-4189

Phone: 305-756-7171 **Ext:**

Fax: 305-756-7722

Email: bwrains@nbvillage.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: North Bay Village Police Department

County: Dade

Chief Official

Name: Carlos Noriega

Title: Police Chief

Address: 1666 Kennedy Causeway
Suite 300

City: North Bay Village

State: FL **Zip:** 33141-4189

Phone: 305-756-7171 **Ext:**

Fax:

Email: cnoriega@nbvillage.com

Project Director

Name: LaKeesha Morris

Title: Grants Coordinator

Address: 1666 Kennedy Causeway
Suite 300

City: North Bay Village

State: FL **Zip:** 33141-4329

Phone: 305-756-7221 **Ext:**

Fax:

Email: info@belltowergroup.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: NORTH BAY VILLAGE AUTOMATED EXTERNAL DEFIBRILLATOR PROJECT
Subgrant Recipient: City of North Bay Village
Implementing Agency: North Bay Village Police Department
Project Start Date: 2/1/2016 **End Date:** 6/30/2016

Problem Identification

The North Bay Village Police Department is requesting funding to purchase portable Automated External Defibrillator (AED) machines to be kept in Officers' cruisers. This will enhance the Village's ability to provide emergency services to the community. Three of the Village's police cruisers currently have AED machines.

During the 2014 budget hearing, Miami-Dade County Commissioners planned to remove the one fire engine that serves the Village. The three-island municipality of North Bay Village is accessed only through the two drawbridges. One is to the west connecting the village to Miami, and the other is to the east, providing access to Miami Beach. This closing would have doubled emergency response time, and did not take into account any barriers to access due to the drawbridges. Fortunately, the Village and its residents convinced the Commissioners to keep the fire engine in service. Today, the Village remains proactive in identifying equipment and training needed to improve emergency response for residents.

The AED project was initiated during the 2014-15 fiscal year to assist the police department in its efforts to coordinate with local emergency medical service providers. The police department has purchased and is currently using three (3) AED machines. More are still needed to fully implement this program. Recent statistics from the Florida Department of Health indicate that emergency room visits for heart attacks have increased over the past three years in Miami-Dade County. The Village's Police Force is usually the first to respond in the event of an emergency. Having officers that are trained and equipped to respond quickly will improve the Department's level of service and potentially save lives.

Project Summary (Scope of Work)

The North Bay Village Police Department plans to utilize FY2015-16 Byrne/JAG funds to purchase one portable Automated External Defibrillator (AED) machine. All of the Village's current officers have received First Aid/CPR/AED training and any new officers will be trained as well. The machine will be kept in the designated police officer's car.

The benefits to the Village Police Department of purchasing the AED include:

1. Officers will be better equipped to save lives
2. The Village will improve current policies and procedures for emergency response
3. The Village will provide education to the community about Heart Disease and Stroke

Application Ref# 2016-JAGD-1878

Section #2 Page 1 of 4

Contract 2016-JAGD-DADE-5-H4-

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Prevention

Based on the Village's approved procurement policy "Small purchases of \$5,000 or less. The Village Manager shall have the discretion to purchase goods and services that do not exceed \$5,000.00 in the manner he or she deems most appropriate". The Village will research or contact one or more vendors and will select the machine that best meets the Village's needs and budget.

The Village does not currently have funding for AED machines allocated in the FY2015-16 budget. The Village will submit copies of invoices and cancelled checks in order to track the purchase of the AED machine.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 5

Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: North Bay Village

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 7137

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

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

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Municipal Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$5,000

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application Ref # 2016-JAGD-1878

Section #3 Page 1 of 3

Contract -JAGD-DADE- - -

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Yes, The Village will seek additional resources for training on First AID, CPR and AED certification.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: No

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Village Officers will attend monthly Commission Meetings. Officers will also attend community meetings such as Homeowner Association or special meetings called by concerned citizens. This will be done a minimum of four (4) times during the year or as requested.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Village Officers attend monthly Commission Meetings. The Chief or his designee makes a presentation to the community and Commissioners during this

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

meeting.

Additionally, during these meetings the Chief recognizes officers and/or citizens that have gone the extra mile to ensure the safety of the Village's residents.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Goal 1: The Village will purchase one (1) portable Automated External Defibrillator for use by patrol officers.

Goal 2: Prevent death due to heart failure by having an AED machine on hand when responding to emergency calls.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: The Village does not foresee any barriers to accomplishing the goal of this project.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000388

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$1,096.00	\$0.00	\$1,096.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$1,096.00	\$0.00	\$1,096.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

Expenses:

One (1) Portable Automated External Defibrillator Machine at an estimated cost of \$1,158.

Portable Automated External Defibrillator Machine includes AED Electrodes, Soft-Sided Carrying Case and Ready Kit. They do not have a warranty and shipping and handling is included.

The balance of \$62 will be funded by the Village.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: N/A

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Equipment will be purchased in accordance with the Village's Procurement Policy. Items are under \$5,000 each and therefore, the Village will not need to request written bids. The Village will contact one or more potential vendors for verbal quotes and will select the best fit for the Village.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014. <http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5>

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"

28 C.F.R. § 38, "Equal Treatment for Faith-Based Organizations"

28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State And Local Governments"(Common Rule)

28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

Public Law

Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:

<http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>

United States Code: www.gpo.gov/fdsys/

42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward/Subgrant means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20, "Computing devices" and 200.33, "Equipment".

SECTION I: TERMS AND CONDITIONS

The subrecipient agrees to be bound by the following standard conditions:

- 1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.
- 2.0 System for Award Management (SAM)** - The subrecipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
- 3.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
 - 3.1** If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
 - 3.2** Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.
- 4.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state

to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

13.2.1 Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

13.2.2 Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

14.0 Privacy Certification - The subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, section 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

16.0 Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

2.0 FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subrecipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.

3.0 Subrecipients are responsible for ensuring that contractors and agencies to whom they pass through funds are in compliance with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the Office for Civil Rights (OCR), and how to do so.

4.0 Equal Employment Opportunity Plans

4.1 A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be

- 13.3** Notify participants, beneficiaries, employees, applicants, and others that the subrecipient/implementing agency does not discriminate on the basis of disability.
- 14.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.
- 15.0 Title IX of the Education Amendments of 1972 (28 C.F.R. § 54)** - If the subrecipient operates an education program or activity, the subrecipient must take the following actions:
- 15.1** Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. § 54, which prohibit discrimination on the basis of sex.
- 15.2** Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. § 54.
- 15.3** Notify applicants for admission and employment, employees, students, parents, and others that the subrecipient/implementing agency does not discriminate on the basis of sex in its educational programs or activities.
- 16.0 Equal Treatment for Faith Based Organizations** - The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. § 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the recipient or a subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subrecipient also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures

- 1.1** All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Uniform Grant Guidance (2 C.F.R § 200) as applicable, in their entirety.
- 1.2** Subrecipients must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition.
- 1.3** The subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subrecipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and

- 5.2 Under no circumstances can transfers of funds increase the total budgeted award.
 - 5.3 Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.
 - 5.4 All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.
- 6.0 Required Reports** - All reports must relate financial data to performance accomplishments. Subrecipients must submit both reports on the same reporting cycle.
- 6.1 Financial Expenditure Reports**
 - 6.1.2 The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.
 - 6.1.3 All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).
 - 6.1.4 All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
 - 6.1.5 Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
 - 6.1.6 Reports are to be submitted even when no reimbursement is being requested.
 - 6.1.7 The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.
 - 6.2 Project Performance Reports**
 - 6.2.1 Reporting Time Frames: The subrecipient shall submit Monthly or Quarterly Project Performance Reports in SIMON, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the sub award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.
 - 6.2.2 Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in Section IV 4.2, Performance of Agreement Provisions.
 - 6.2.3 Report Contents: Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
 - 6.2.4 Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.
 - 6.3 Project Generated Income (PGI)** - All income generated as a direct result of a subgrant project shall be deemed program income. Program income must be accounted for and reported in SIMON in accordance with the OJP Financial Guide (Section 3.4).
 - 6.3.1 **Required Reports** - the subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI

- 5.0 High Risk Subrecipients** - The subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if FDLE's pre-award risk assessment or the U.S. Department of Justice determines the subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.
- 6.0 Reporting, Data Collection and Evaluation** - The subrecipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.
- 7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> <http://dos.myflorida.com/media/693578/g02.pdf>
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 23-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.
- 9.0 Single Annual Audit**
- 9.1** Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received, and funds disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of Florida Statutes 11.45, "Definitions; duties; authorities; reports; rules."; 215.97, "Florida Single Audit Act"; Rules of the Auditor General; Chapter 10.550, "Local Governmental Entity Audits"; and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- 9.2** A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- 9.3** Audits shall be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipients shall procure audit services according to § 200.509, and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- 9.4** The subrecipient shall promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.
- 9.5** Auditees must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records shall be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- 9.6** Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by

- 5.1 Prohibited Expenditure List** - Subaward funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition.
<https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>
- 5.2 Controlled Purchase List** - Requests for acquisition of items on the Controlled Purchase List must receive explicit prior written approval from FDLE and BJA. If award funds are approved and used for the purchase or acquisition of any item on the Controlled Purchase List, the subrecipient must collect and retain certain information about the use of 1) the federally grant funded controlled equipment and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to FDLE and BJA upon request. No equipment on the Controlled Expenditure list that is purchased or acquired under this award may be transferred or sold to a third party without the prior approval and guidance from FDLE and BJA. Failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other awards.
<https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>
- 6.0 Review prior to Procurement** - Subrecipients are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods/services. Subrecipients are also encouraged to use excess and surplus property in lieu of purchasing new equipment and property when this is feasible.
- 7.0 Sole Source** - If the project requires a purchase of services or equipment from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form. If the subrecipient is a state agency and the cost is at least \$150,000, then the agency must submit a copy of the approval from the Department of Management Services (287.057(5) Fla. Stat.). Sole Source form must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.
- 8.0 Unmanned Aerial Vehicles** - The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.
- 9.0 Personal Services** – Subrecipients may use grant funds for eligible personal services (salaries/benefits and overtime) and must maintain internal controls over salaries and wages. The following requirements apply to personal services paid with subgrant funds:
- 9.1 Timesheets** - Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.
- 9.2 Additional Documentation** - In accordance with Florida Statute § 215.971, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.
- 9.3 Protected personally identifiable information** - The subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
- 9.4 Overtime for Law Enforcement Personnel** - Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.
- 9.5 Employees Working Solely on a Single Federal Award** - For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both

Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, and 2 C.F.R. § 200.315 "Intangible Property," as applicable.

- 12.2 Copyright** - The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

12.2.1 The copyright in any work developed under an award or subaward, and

12.2.2 Any rights of copyright to which a subaward recipient or subrecipient purchases ownership with support funded under this grant agreement.

- 12.3 Publication or Printing of Reports** - The subrecipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subrecipient understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements identifying the federal award:

"This project was supported by Award No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

- 12.4 Patents** - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

12.4.1 Unless there is a prior agreement between the subrecipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

12.4.2 The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).

12.4.3 Government regulations have been issued in 37 C.F.R. § 401 by the U.S. Department of Commerce.

- 13.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Section 3.12 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

- 14.0 Task Force Training Requirement** - The subrecipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel

funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 17.0 Drug Court Projects** - A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Ballistic Resistant and Stab Resistant Body Armor

- 1.1 Mandatory Wear Policy** - Subrecipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.
- 1.2 BVP Program** - JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
- 1.3 NIJ Compliance** - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

- 2.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

3.0 National Environmental Policy Act (NEPA)

- 3.1** The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.
- 3.1.1** New construction
- 3.1.2** Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3.1.3** A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- 3.1.4** Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- 3.1.5** Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

- 4.2.8 Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's 1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and 2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and
- 4.2.9 Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can 1) respond to the potential health needs of any minor at the site; 2) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; 3) ensure immediate medical testing for methamphetamine toxicity; and 4) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity
- 5.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 6.0 **Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 7.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended
- 8.0 **Disclosures**
- 8.1 **Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).
- 8.2 **Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.
- 9.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which governs the treatment of persons displaced as a result of federal and federally-assisted programs.
- 10.0 **Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 11.0 **Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct** - The subrecipient must promptly refer to DOJ Office of Inspector General (OIG) and the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Application for Funding Assistance

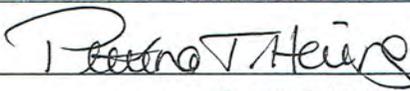
Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 6: Signatures

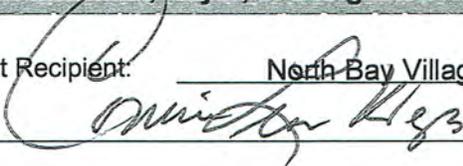
In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

**Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.**

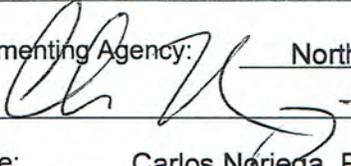
**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: 
Typed Name and Title: Petrina T. Herring, Bureau Chief
Date: 2/25/2016

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: North Bay Village
Signature: 
Typed Name and Title: Connie Leon-Kreps, Mayor
Date: 1/27/2016

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: North Bay Village
Signature: 
Typed Name and Title: Carlos Noriega, Police Chief
Date: 1/27/2016

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.



NORTH BAY VILLAGE POLICE DEPARTMENT

10B

RECOMMENDATION MEMORANDUM

DATE: March 28, 2016

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

RECOMMENDED BY STAFF/COMMISSIONER: 
Frank Rollason, Village Manager

PRESENTED BY STAFF: 
Carlos Noriega, Police Chief

SUBJECT: April 2016 Village Commission Meeting
Copier Machine for Police Dispatch Center

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving an agreement with Toshiba Business Solution for leasing a 2055C Copier Machine under the piggyback purchase provisions, pursuant to Section 36.25(J) of the North Bay Village Code of Ordinances.

BACKGROUND:

On September 24, 2015, the Village Commission approved the FY 2016 Budget which includes funds to lease a color Copier Machine for Police Dispatch. This copier machine will be obtained at a lease price of \$168.85 base rate per month plus \$.0065 per black & white copy \$.04533 per color copy.

We intend to piggyback the purchase under the State of Florida Contract #600-000-11-1.

1841 GALLEON STREET, NORTH BAY VILLAGE, FL 33141
MIAMI-DADE COUNTY
PHONE #305-758-2626 FAX #305-866-7513

FINANCIAL IMPACT:

Account No. 001-21-521-5215
Amount: \$168.85 per month

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Frank K. Rollason, Village Manager
Carlos Noriega, Chief of Police



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: April 4, 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, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR POLICE DISPATCH, PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE.

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

FKR:yp

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, APPROVING AN AGREEMENT WITH TOSHIBA BUSINESS SOLUTIONS FOR THE LEASE OF A DIGITAL COPIER MACHINE FOR POLICE DISPATCH, PURSUANT TO SECTION 36.25(J) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village wishes to enter into a 36-month lease agreement with Toshiba Business Solutions at a monthly base rate of \$168.85 plus \$0065 per black and white copies and \$0.04533 per color copy, which includes annual maintenance; and

WHEREAS, the Village and the Contractor have negotiated an agreement wherein the Contractor has agreed to enter into an Agreement for the lease of a digital copier machine in accordance with the requirements.

WHEREAS, Section 36.25(J) of the Village's Purchasing Procedures authorizes the award of a contract without sealed bidding when the Village Manager determines that the purchase meets acceptability criteria and the supplier has been selected in a competitive bidding process within the last 36-months by another governmental entity in the State of Florida; and

WHEREAS, the Village intends to piggyback the purchase from the State of Florida Contract #600-000-11-1.

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. Approval of the Agreement. The Agreement between North Bay Village and Toshiba Business Solutions (the “Agreement”), a copy of which is attached as Exhibit “1,” together with such changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of the Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. 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 12th day of April 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: Toshiba Business Solutions: Copier Machine for Police Dispatch.

Toshiba

North Bay Village

Police Dispatch

State of Florida 600-000-11-1

Toshiba 3555c Color Copier

35 ppm color/B&W

Reversing Document Feeder

25% to 400% Reduction/Enlargement

Color Scanning

100-Sheet Bypass

Enhanced Standard Secure MFP

Standard 2 X 550 Sheet Cassettes

Fax

Inner Finisher

Stand

36 Month Lease \$ 168.85/month

Full Maintenance Service

All Parts, Labor, Toner & Drum

*All copies @ .0065/ copy for Black & White and .04533/copy for
Color*

Submitted by
Annie Cruz
305 710 7989

STATE OF FLORIDA CONTRACT #600-000-11-1
 DEALER/RESELLER: TOSHIBA AMERICA BUSINESS SOLUTIONS INC
 SEGMENT 3 - COLOR
 SPEED: 31 - 40 PAGES PER MINUTE

TOSHIBA e-STUDIO3555C



The e-STUDIO3555C from Toshiba bring mid-volume workgroups impressive color and high-volume black and white, including copy, print, scan and fax capabilities. Now, thanks to the integration of the new generation e-BRIDGE platform, features can be added later—similar to the way apps are added to smart phones.

SPECIFICATIONS

- Copy/Print Resolution - 600 x 600 dpi
- Scan Resolution - Up to 600 dpi
- Copy/Print Speed - 35/35 (B&W/Color) PPM (Letter)
- First Copy Out Time - 8.1 sec color/6.4 sec black
- Warm-Up Time - 27 sec
- Maximum Paper Capacity - 5/3,200 sheets
- Paper Sizes - Letter, Legal, and Ledger
- Duty Cycle - 175,000 impressions

PRICING

Part Number	Description	Retail	Purchase	Lease (Monthly)			Color CPC	B&W CPC
				24M	36M	48M		
e-STUDIO3555C	35 PPM Color Copier	\$19,256	\$4,320	\$191.38	\$129.86	\$99.10	0.04533	0.00650
MR3025	RADF	\$1,675	\$244	\$10.81	\$7.33	\$5.60	N/A	N/A
KA1640PC	Platen Cover	\$47	\$25	\$1.11	\$0.75	\$0.57	N/A	N/A
MJ1036N	Inner Finisher (eS2555C/3055C/3555C Only)	\$1,760	\$508	\$22.50	\$15.27	\$11.65	N/A	N/A
MJ1107	Console Finisher	\$2,284	\$653	\$28.93	\$19.63	\$14.98	N/A	N/A
MJ1108	Saddlestitch Finisher	\$3,565	\$1,019	\$45.14	\$30.63	\$23.38	N/A	N/A
KN2550	Bridge Kit (Required with MJ1107 and MJ1108)	\$265	\$76	\$3.37	\$2.28	\$1.74	N/A	N/A
MJ6007	Hole Punch for MJ1036N	\$850	\$255	\$11.30	\$7.67	\$5.85	N/A	N/A
MJ6104	Hole Punch (For MJ1107 and MJ1108)	\$893	\$255	\$11.30	\$7.67	\$5.85	N/A	N/A
MJ5006	Job Separator	\$289	\$117	\$5.18	\$3.52	\$2.68	N/A	N/A
KK4550	Work Tray	\$55	\$22	\$0.97	\$0.66	\$0.50	N/A	N/A
KK2550	Accessible Arm	\$74	\$39	\$1.73	\$1.17	\$0.89	N/A	N/A
KD1032N	Paper Feed Pedestal	\$980	\$253	\$11.21	\$7.61	\$5.80	N/A	N/A
MY1039	Paper Drawer (550-Sheet for KD1032N)	\$550	\$142	\$6.29	\$4.27	\$3.26	N/A	N/A
KD1031	Large Capacity Feeder	\$1,225	\$316	\$14.00	\$9.50	\$7.25	N/A	N/A
PWRFILTR-XGPCS15D	NEXT GEN PCS POWER FILTER; 120V-15 AMPS	\$1,218	\$122	\$5.40	\$3.67	\$2.80	N/A	N/A
PD-2	Power Doctor	\$419	\$238	\$10.54	\$7.15	\$5.46	N/A	N/A
PM-15	Power Manager 15Amp	\$272	\$132	\$5.85	\$3.97	\$3.03	N/A	N/A
STAND2550	Stand	\$215	\$115	\$5.09	\$3.46	\$2.64	N/A	N/A
GS1020	External Interface Enabler	\$788	\$351	\$15.55	\$10.55	\$8.05	N/A	N/A
GN1060	Wireless 80211G	\$629	\$329	\$14.57	\$9.89	\$7.55	N/A	N/A
GN3010	Wireless Antenna	\$147	\$77	\$3.41	\$2.31	\$1.77	N/A	N/A
GQ1260	Harness Kit for Coin Controller	\$83	\$43	\$1.90	\$1.29	\$0.99	N/A	N/A
GS1007	Unicode Font Enabler	\$275	\$236	\$10.45	\$7.09	\$5.41	N/A	N/A
GS1010	Metascan Enabler	\$524	\$225	\$9.97	\$6.76	\$5.16	N/A	N/A
GB1440	OP Connector for Microsoft SharePoint (Requires GS1020)	\$495	\$150	\$6.65	\$4.51	\$3.44	N/A	N/A
GB1450	OP Connector for Microsoft Exchange (Requires GS1020)	\$495	\$150	\$6.65	\$4.51	\$3.44	N/A	N/A
GB1540	OPC Connector - Google Docs (Requires GS1020)	\$140	\$124	\$5.49	\$3.73	\$2.84	N/A	N/A
GP1080	IPSEC Enabler	\$799	\$451	\$19.98	\$13.56	\$10.35	N/A	N/A
GB1280V8	Re-Rite Software	\$2,830	\$476	\$21.09	\$14.31	\$10.92	N/A	N/A
ART11236	SmartCard Reader, HID iClass	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART11230	SmartCard Reader, HID Prox	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART12161	SmartCard Reader, Inditag	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART11248	SmartCard Reader, LEGIC	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
ART12443	SmartCard Reader, Multi ISO/Mifare	\$495	\$270	\$11.96	\$8.12	\$6.19	N/A	N/A
ART11242	SmartCard Reader, Multi125	\$495	\$424	\$18.78	\$12.75	\$9.73	N/A	N/A
6BC02231846	Universal (Formed) Bracket For Elatec Card Readers	\$15	\$11	\$0.49	\$0.33	\$0.25	N/A	N/A
GD1320NX	Fax Board	\$1,025	\$430	\$19.05	\$12.93	\$9.86	N/A	N/A
GD1260F	2ND Line Fax	\$651	\$270	\$11.96	\$8.12	\$6.19	N/A	N/A
TFC25K	Black Toner (Warranty Period Only)	N/A		\$80			N/A	N/A
TFC25C	Cyan Toner (Warranty Period Only)	N/A		\$203			N/A	N/A
TFC25M	Yellow Toner (Warranty Period Only)	N/A		\$203			N/A	N/A
TFC25Y	Magenta Toner (Warranty Period Only)	N/A		\$203			N/A	N/A
STAPLE600	Staples = MJ1024/1025/1028/1029/1030 (1 box = 2,000 staples x 3)	N/A		\$40			N/A	N/A
STAPLE2000	Staples for MJ1024/1025/1030/1031 per box (50-Sheet Stapling; 1 box = 5,000 st x 3)	N/A		\$95			N/A	N/A

STAPLE2400	Staples = MJ1101, MJ1103, MJ1104 (1 box = 5,000 st x 3)	N/A	\$96	N/A	N/A
------------	---	-----	------	-----	-----

MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please refer to the information below for ordering instructions.

CHECK PAYMENTS:

LEASE & PURCHASE - EQUIPMENT & MAINTENANCE

Supplier: Toshiba America Business Solutions Inc

Order from: 2 Musick Irvine, CA 92618

Remit To: File #91399, PO Box 1067 Charlotte, NC 28201-1067

FEIN: F330865305-005

NON-MYFLORIDA MARKETPLACE ORDERING INFORMATION

Please contact the person below for ordering instructions.

CONTACT INFORMATION

Contact: Mike McKinley
2 Musick, Irvine, CA 92618

Phone: 678-613-2311

Fax: 949-587-9871

Email: mike.mckinley@tabs.toshiba.com

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name	North Bay Village	DBA Name (If Any)	
	Billing Address	1666 79th Street Causeway		Phone Number
	City	North Bay Village	County	Dade
			State	Florida
			Zip Code	33141
	Rental Agreement Number		Rental Agreement Date	

Customer warrants that it has funds available to pay all rents (the "Rent Payments") payable under the above - identified Rental Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Rent Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Rent Payments (a "Non-Appropriation Event") Customer may, subject to the conditions herein and upon prior written notice to Owner (the "Non-Appropriation Notice"), effective 60 days after the later of Owner's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Rental Agreement and be released of its obligation to make all Rent Payments due Owner coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Owner an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Rental Agreement (the "Equipment") on or before the Non-Appropriation Date to Owner or a location designated by Owner, in the condition required by, and in accordance with the return provisions of, the Rental Agreement and at Customer's expense, and (4) pay Owner all sums payable to Owner under the Rental Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Owner shall retain all sums paid hereunder or under the Rental Agreement by Customer, including the Security Deposit (if any) specified in the Rental Agreement.

This Addendum is not intended to permit Customer to terminate the Rental Agreement at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

RENTER SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>North Bay Village</u>

ACCEPTED BY OWNER	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

TOSHIBA

BUSINESS SOLUTIONS

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

CUSTOMER CONTACT INFORMATION

Legal Company Name: North Bay Village	Fed. Tax ID #:
Contact Person: Yvonne Hamilton	Bill-To Phone: 305 756-7171 Bill-To Fax:
Billing Address:	City, State-Zip: North Bay Village, FL
Equipment Location: (if different from above)	City, State-Zip:

TBS LOCATION

Contact Name:	Subsidiary Location:
---------------	----------------------

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
3555C		
RADF		
Inner Finisher		
Fax		
Stand		

See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 36 of \$ 168.85 (plus applicable taxes)	Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value - 2. Renew the Lease per section 16 3. Return Equipment
Security Deposit: \$ - <input type="checkbox"/> Received	
Documentation Fee: \$75.00 (included in First Invoice)	

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
----------------------------	--------------	--------	-------

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Name:	Signature: X	Title:	Date:
-------	--------------	--------	-------

PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor	Signature: X	Date:
Print Name of 2nd Guarantor	Signature: X	Date:

TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Lease or the Equipment.
2. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. You agree to pay an Interim rent payment equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the date of the beginning of the first rental period. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
3. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
4. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.
5. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508.522) of the Uniform Commercial Code.
6. **Security Interest:** You authorize us to file a financing statement with respect to the equipment. If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
7. **Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
8. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
9. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Lease.
10. **Risk or Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the equipment. No such loss or damage shall relieve you from the payment obligations under this Lease. You agree to keep the Equipment fully insured against loss until this Lease is paid in full and to have us and our assigns named as loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you do not provide evidence of acceptable insurance, (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims, or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the total stream of payments to cover our credit risk, administrative costs and other costs and in which we may make a profit. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
11. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
12. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
13. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
14. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 4% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 4% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You may remain liable for any deficiency with any excess being retained by us.
15. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
16. **Automatic Renewal:** This Lease will automatically renew on a month-to-month basis after the Term unless cancelled by either party upon 30 days prior written notice, and you shall pay us the same lease payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Lease) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
17. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
18. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
19. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
20. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
21. **Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts of your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters.
22. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of that Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or supplier of the Equipment. It is the Lessee's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased of any lessee data and information.

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. TERM. This Contract will remain in force for one (1) year from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter which is shown on the face of this Contract. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment. The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment. If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests. In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. If there is a substantial decline in the cost of fuel, the fuel surcharge, if applied by TBS pursuant to this provision, may be decreased accordingly. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract. If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Clicks each billing period. If Customer uses more than the Minimum Number of Clicks in any billing period, Customer will pay an additional amount equal to the number of metered clicks exceeding the agreed Minimum Number of Clicks times the Excess Click Charge as shown on the face of this Contract. In no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered clicks result in less than the Minimum Number of Clicks in any billing period. Customer will provide meter readings via an automated website when requested by TBS. TBS may estimate the number of clicks used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Clicks upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. The Minimum Payment, and Excess Click Charge are subject to increase each year during the Term of this Contract by an amount not to exceed fifteen percent (15%) of the Minimum Payment and Excess Click Charge in effect at the end of the prior annual period, or the maximum percentage permitted by law, whichever is lower.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Clicks and Excess Clicks metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered clicks, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon. If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. EXCLUSIONS. Service under this Contract does not include:
 (a) Furnishing paper, staples, replacement print heads or any of the following;
 (b) Service of equipment if moved outside of TBS's designated service area;
 (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster;
 (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment;
 (e) Painting or refinishing of the equipment;
 (f) Making specification changes;
 (g) overhaul, when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost;
 (h) Performing key operator functions as described in the operator manual;
 (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed;
 (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included;
 (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control.
 (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available.
 (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

12. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired. **IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."**

13. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice. Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect. The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty. This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void. TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect. TBS is not responsible for failure to render service due to causes beyond its control. This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** ALL PURCHASE ORDERS FOR ANY MATERIALS, PRODUCTS AND/OR ANY OTHER ITEMS (HEREIN THE GOODS) AND ACCEPTANCES OF GOODS BY ANY CUSTOMER (HEREIN BUYER) ARE EXPRESSLY SUBJECT TO AND GOVERNED BY THE TERMS AND CONDITIONS PRINTED HEREIN, AND NO TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE STATED HEREIN ARE BINDING ON TOSHIBA BUSINESS SOLUTIONS (HEREIN THE SELLER) UNLESS AGREED TO IN WRITING BY THE SELLER. BUYER CONSENTS TO THESE TERMS AND CONDITIONS.
2. **Title and Risk of Loss.** Title and risk of loss or damage to the Goods shall pass to the Buyer upon tender of delivery F.O.B. Seller's warehousing facility. Seller will have and retain a first and superior security interest in the Goods until full payment has been made. Goods purchased under extended term or contract will have a UCC financing statement filed with the State of California. Buyer will be charged and shall pay the then applicable UCC filing fee. Buyer agrees upon request to do all things and acts necessary to perfect and maintain said security interest and shall protect the Seller's interest by adequately insuring the Goods against loss or damage from any cause. Buyer appoints Seller as Buyer's attorney-in-fact to execute any and all documents on Buyer's behalf and in Buyer's name to perfect and maintain Seller's security interest in the Goods.
3. **Price, Taxes and Interest Charges.** Prices quoted are F.O.B., Seller's warehousing facility, and the amount of any local, state or federal taxes on the Goods shall be added to the price and paid by Buyer. Buyer represents that Buyer is solvent and can and will pay for the Goods in accordance with the terms hereof. All shipments shall be subject to the approval of Seller's credit department. Seller reserves the right to require payment in cash or obtain security for payment prior to making any delivery and if Buyer fails to comply with such requirement, Seller may terminate any contract with Buyer affected thereby. An interest charge of the lesser of one percent monthly (12% annual rate) or the maximum allowed by state law, will be paid by Buyer on all past due amounts.
4. **Terms/Cash Sales.** Seller's payment terms are Cash unless other terms are agreed upon by Seller and Buyer. Seller's Authorized signers are the only personnel of Seller authorized to approve special terms or conditions.
5. **Extended Terms/Contracts.** Extended terms/contract sales are as agreed upon by Seller and Buyer. Extended payment terms and contracts on individual sales vary and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review prior to accepting specific terms and conditions on individual extended payment terms and contract sales. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended payment terms or contract sales.
6. **Delivery.** Any delivery schedules which may be specified for shipment of the Goods are only estimates and the Seller shall not incur any liability, either directly or indirectly, nor shall any order be canceled because or as a result of delays in meeting such dates or schedules. In no event shall Seller be liable for any claims for labor or for any consequential damages or any other damages resulting from failure or delay in delivery. No delivery dates are guaranteed.
7. **Force Majeure.** Seller shall not be liable for any act, omission, result or consequence, of any delay in delivery or failure of performance which is (i) due to any act of God; any government order; any order bearing priority rating or placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood; casualty; governmental regulation or requirement; terrorism or terrorist threat; shortage or failure of raw material, supply, fuel; power or transportation; breakdown of equipment; or any cause beyond Seller's reasonable control whether of similar or dissimilar nature to those above enumerated, or (ii) due to any strike, labor dispute, or difference with workers, regardless of whether or not Seller is capable of settling any such labor problem.
8. **Laws, Ordinance and Regulations.** Seller shall utilize reasonable efforts to cause the Goods to comply with its interpretation of federal safety, health and environmental regulations and insurance codes of a national scope. However, Seller shall not be responsible for compliance with local interpretations of such federal regulations or insurance codes nor with any local laws, ordinances, codes and/or regulations which may at any time be in effect at any location where the Goods are to be utilized, unless such responsibility shall be expressly assumed by the Seller in writing.
9. **Changes in Design.** Seller reserves the right to discontinue the supply or sale of any model, style or type of the Goods, or of any parts or accessories thereto, and the right to change or alter the design or composition of the Goods, parts or accessories without notice to Buyer, and the Seller shall incur no liability thereby nor any obligation to furnish or install any replacement Goods, parts or accessories which were purchased or sold prior to the making of any alterations or changes in design.
10. **Off Quality and Goods Made to Buyer's Specifications.** Seller makes no warranty whatsoever, express or implied except as to title, with respect to Goods manufactured, compounded and/or designed to Buyer's own specifications, or if Buyer has requested off-quality Goods or seconds. Buyer shall at its own expense defend and save Seller harmless from and against any claim, suit, expense or otherwise, which shall be asserted or brought against Seller by reason of its manufacture, design or sale of such Goods.
11. **Warranty.** Except as described in paragraph 10 above, Seller warrants that the Goods (a) are in accordance with the provisions of any product-specific written warranty published and delivered to Buyer from Seller, or (b) in the absence of a product-specific warranty, are in accordance with the Seller's published specifications at the time of order and that Seller will repair or replace, at Seller's option, such Goods as fail to conform to its published specifications, provided notice of claim under this warranty is given within a period of thirty (30) days following shipment. In all cases, Buyer shall be responsible for the cost of field labor and/or charges incurred by Buyer's return of any Goods to the Seller for repair or replacement. No return of Goods shall be made without prior written consent of the Seller.
12. **Returns.** Returns for any reason (other than return provisions described in paragraph 11 above - Warranty) will be subject to an appropriate restocking fee determined by Seller, not to exceed a maximum of 20% of the purchase price of the returned Goods. No returns of Goods shall be made without prior written consent of the Seller.
13. **EXCLUSION OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN PARAGRAPH 11 ABOVE, BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WHICH APPLY TO THE GOODS, THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE GOODS AND THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE GOODS, BUYER AGREES THAT BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT AS EXPRESSLY SET FORTH HEREIN. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY REPRESENTATIVE OF THE SELLER SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS AND CONDITIONS HEREOF.**
14. **Technical Advice.** Seller shall not be responsible for the results of any technical advice provided by Seller in connection with the design or installation or use of the Goods for any particular purpose. Buyer assumes sole responsibility for the proofing of and acceptability of Goods and services of Seller prior to purchase by Buyer. Contracted integration of Seller's products are limited to scope of work for connectivity of supplier provided hardware and installation/configuration of supplier provided Solution Software on Buyer's network. Seller assumes no liabilities for configuration of Desktop Operating Systems and/or Server Network Operating Systems. Further, Seller does not warrant or ensure interoperability of supplier provided hardware and/or Solutions Software with future releases of newer versions of Operating Systems, Network Operating Systems or Application Software products. Upon installation/configuration, Buyer shall sign acceptance and work completion form provided by Seller. Any reconfiguration and installation by Seller that occurs on Buyer's network of hardware/software due to Buyer network changes shall be billed by Seller to Buyer at the then prevailing integration service rate.
15. **LIABILITY LIMITATION. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE THE GOODS PURSUANT TO PARAGRAPH 14 ABOVE. SELLER'S TOTAL CUMULATIVE LIABILITY IN ANY WAY ARISING FROM OR PERTAINING TO ANY GOODS SOLD OR REQUIRED TO BE SOLD UNDER ANY CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY THE BUYER FOR SUCH GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR OR ANY CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE, REGARDLESS IF WHETHER BUYER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. IT IS EXPRESSLY AGREED THAT BUYER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE BUYER'S EXCLUSIVE REMEDIES.**
16. **Cancellation or Changes of Order.** No order may be withdrawn or cancelled by the Buyer, nor may delivery or shipment of Goods be deferred when ready, unless Seller shall first be paid a cancellation or deferral charge of a reasonable amount acceptable to the Seller. In the event, that Buyer shall request changes in its order after receipt thereof by Seller, Buyer shall be responsible for and pay all charges reasonably assessed by Seller with respect to such changes.
17. **Set-Offs.** Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to setoff against any amounts which become payable to the Seller under any contract or otherwise.
18. **No Protection from Claim of Infringement.** Seller makes no representation of warranty that the delivery or subsequent use of the Goods shall be free of the claim of any third party by way of infringement.
19. **APPLICABLE LAW. THE TERMS AND CONDITIONS APPLICABLE TO ANY SALE OF GOODS OR SERVICES BY THE SELLER SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH, AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THE BUYER AND SELLER AGREE TO SUBMIT TO THE JURISDICTION OF THE STATE OR FEDERAL COURT OF ORANGE COUNTY WITHIN CALIFORNIA IN CONNECTION WITH ANY DISPUTE OR CONTROVERSY BETWEEN SELLER AND BUYER.**
20. **Service Delivery.** Seller's service delivery terms are as agreed upon by Seller and Buyer and contracted. Hardware Repair/Service Support/Integration Services contract's terms and conditions vary on individual sales and are determined by Buyer and Seller. It is the Buyer's responsibility to fully review and signoff on specific terms and conditions on individual Hardware Repair/Service Support/Integration Services contract's purchases. Seller's Authorized signers are the only personnel authorized to approve any special terms or conditions on extended terms or contract sales.
21. **Buyer Declination of Service Contract.** If Buyer declines service coverage, Seller will file appropriate forms noting declination of service. If service is provided by Seller on Goods not covered by a service contract with Seller, Buyer shall pay the then prevailing rates for labor and parts supplied for repair, which will be billed (time and materials) Net Payable.
22. **Freight.** Buyer assumes responsibility for freight charges on orders placed with Seller.
23. **Severability.** In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
24. **Amendment and Waiver.** No amendment of these terms or conditions and no waiver by Seller will be effective unless it is in writing and signed by Seller. No waiver by Seller will operate as a waiver on a future occasion.
25. **Parties Bound.** All rights of Seller will inure to the benefit of Seller's successors and assigns. All rights and obligations of Buyer will inure to the benefit and be binding upon Buyer and Buyer's successors.
26. **Further Assurances.** The parties agree to promptly execute and deliver all further instruments and documents and take all further action necessary to effect these terms and conditions.

Customer Initials: _____



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

DATE: April 12, 2016

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

RECOMMENDED BY MANAGER: Frank Rollason, Village Manager

PRESENTED BY STAFF: Bert Wrains, Finance Director

SUBJECT: Transfer of Expenditures from Federal Forfeiture Fund to General Fund – FY 2016

BACKGROUND

The Village receives monies from forfeited property such as cash, sale of vehicles and boats as well as reimbursement for certain eligible expenditures. The Village has been spending more from the Federal Forfeiture Fund than the Fund has received in income for the past 2 ½ years. When this occurs we have to use the Restricted Fund Balance in the Federal Forfeiture Fund to make up the difference. Each year the Village Commission had approved by resolution the use of Restricted Fund Balance for these expenditures.

CURRENT

Federal regulations on the Forfeiture Funds are very restrictive. One of the regulation is that the funds cannot be used for anything already budgeted in the Village's regular operating budget and it has to be spent for specific law enforcement purposes. The Village has been experiencing a large overtime expense due to manpower shortages. Some of the shortages were due to maintaining the required minimum manning for the daily operations as well as several workers compensation occurrences.

It has been anticipated that the Federal Forfeiture Fund would be depleted this year. In late January 2016 the Forfeiture Fund went into a negative balance. The Commission was made aware last summer during the annual budget reviews that this would probably occur sometime this year. Without some major increase in the Forfeiture Fund revenues the General Fund's Unassigned Fund Balance would have to be used to absorb all of these costs. It is recommended that the following expenditures be transferred to the General Fund's Police Department FY 2016 budget and the General Fund Unassigned Fund Balance be approved to fund the deficit from

Mayor
Connie Leon-Kreps

Vice-Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

January and February 2016. The total expenditures at this time that are needed to be transferred out of the Forfeiture Fund back to the General Fund are \$64,171.

The General Fund's FY 2016 Budget was prepared and included the hiring of 3 additional full time police officers. It is anticipated that these 3 additional officers will assist the department in reducing some of the overtime expenditures in the coming months. However, if there are no additional forfeiture revenues received in any given month during the remaining months of FY 2016, staff will have to request the Commission to approve additional funds from the General Fund's Unassigned Fund Balance to cover these costs.

The draft FY 2015 financials shows that the General Fund Unassigned Fund Balance will be \$1,014,515 as of September 30, 2015. Since October 1, 2015 the Commission has approved or is being requested to consider several items to be funded from the FY 2016 Unassigned Fund Balance. They are:

Red Light Camera litigation - settlement	\$251,538
Federal Forfeiture expenditures – Jan & Feb. 2016	\$ 64,171
Police Boat – new motors	\$ 35,000
Police Dispatch Renovations- in process	\$ 20,000
Police Radios - Annual Payment (1 of 4)	\$ 12,196
Police Boat dockage expense through September 30, 2016	\$ 4,800
Photographer Web site pictures	\$ 2,000
TIES agenda books for students	\$ 1,000
Optimist Club Event	\$ 312
Pelican Harbor Fund Raiser	\$ 250
TOTAL	\$391,267

The General Fund Unassigned Fund Balance will be \$623,248 after funding the above items. The Forfeiture Fund expenses are anticipated to be about \$38,000 per month through the remainder of this Fiscal Year. If the Forfeiture Fund does not receive any additional revenues through September 30, 2016, this Fund could have a deficit of up to \$266,000 which would have to come out of the General Fund's remaining \$623,248 Unassigned Fund Balance.

FINANCIAL

It is recommended that the Commission approve the following January and February 2016 expenditures be transferred from the Forfeiture Fund to the General Fund.

		<u>Forfeiture Fund</u>	<u>General Fund</u>
		<u>From Fund 107</u>	<u>To Fund 001</u>
21-521-1400	Overtime	\$ 44,187	\$ 44,187
21-521-2100	FICA	\$ 3,380	\$ 3,380
21-521-2200	FRS	\$ 8,704	\$ 8,704
21-521-3131	Contract Services	\$ 1,098	\$ 1,098
21-521-3500	Investigations	\$ 581	\$ 581
21-521-4315	Utilities	\$ 127	\$ 127
21-521-4602	Maintenance Equipment	\$ 1,678	\$ 1,678
21-521-4604	Maintenance Building	\$ 233	\$ 233
21-521-5215	Copy Machine Supplies	\$ 255	\$ 255
21-521-5360	Telephones	\$ 3,141	\$ 3,141
21-521-5401	Vehicle Rental	\$ 787	\$ 787
TOTAL		\$ 64,171	\$ 64,171

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

MEMORANDUM

North Bay Village

DATE: April 4, 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 TRANSFER OF EXPENDITURES FROM THE FEDERAL FORFEITURE FUND TO THE GENERAL FUND; APPROVING THE APPROPRIATION OF GENERAL FUND UNASSIGNED FUND BALANCE AND SETTING 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE TRANSFER OF EXPENDITURES FROM THE FEDERAL FORFEITURE FUND TO THE GENERAL FUND; APPROVING THE APPROPRIATION OF GENERAL FUND UNASSIGNED FUND BALANCE AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village receives proceeds from seized and forfeited money and property, which are used to fund law enforcement activities; and

WHEREAS, expenditures from the Federal Forfeiture Funds have exceeded revenues received by the Village; and

WHEREAS, it is recommended that the following expenditures be transferred from the Federal Forfeiture Fund to the General Fund Police Department FY 2016 Budget and that the General Fund Unassigned Fund Balance be approved to fund these expenditures from January and February 2016.

		<u>Forfeiture Fund</u>	<u>General Fund</u>
		<u>From Fund 107</u>	<u>To Fund 001</u>
21-521-1400	Overtime	\$ 44,187	\$ 44,187
21-521-2100	FICA	\$ 3,380	\$ 3,380
21-521-2200	FRS	\$ 8,704	\$ 8,704
21-521-3131	Contract Services	\$ 1,098	\$ 1,098
21-521-3500	Investigations	\$ 581	\$ 581
21-521-4315	Utilities	\$ 127	\$ 127
21-521-4602	Maintenance Equipment	\$ 1,678	\$ 1,678
21-521-4604	Maintenance Building	\$ 233	\$ 233
21-521-5215	Copy Machine Supplies	\$ 255	\$ 255
21-521-5360	Telephones	\$ 3,141	\$ 3,141
21-521-5401	Vehicle Rental	<u>\$ 787</u>	<u>\$ 787</u>
TOTAL		\$ 64,171	\$64,171

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. Approval of Transfer: The Village Commission hereby approves the transfer of \$64,171 of expenditures from the Federal Forfeiture Fund to the General Fund Police Department FY2016 Budget and further approves funding the January and February 2016 expenditures from the General Fund Unassigned Fund Balance. The FY 2016 Police Department budget is hereby increased by \$64,171.

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 12th day of April 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: Transfer of Expenditures from Federal Forfeiture Fund to General Fund – FY 2016.



NORTH BAY VILLAGE POLICE DEPARTMENT

10D

RECOMMENDATION MEMORANDUM

DATE: March 17, 2016

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

RECOMMENDED BY STAFF/COMMISSIONER:
Frank Rollason, Village Manager

A blue ink signature of Frank Rollason, the Village Manager.

PRESENTED BY STAFF:
Carlos Noriega, Police Chief

A blue ink signature of Carlos Noriega, the Police Chief.

SUBJECT: April 2016 Village Commission Meeting
Approval of Purchase of Equipment for Police Vehicles

RECOMMENDATION:

It is recommended that the Village Commission approve the expenditure of \$19,479.00 of budgeted funds to equip three (3) new 2016 Ford SUV Police Interceptors AWD .

BACKGROUND:

On September 24, 2015, the Village Commission approved the FY 2016 Budget which includes funds to purchase three (3) police vehicles, decals and equipment. It is recommended that the purchase be piggy backed from City of Miami, Contract No.516388 , vendor Dana Safety Supply, Inc.

FINANCIAL IMPACT:

\$19,479.00 will be disbursed from the General Fund:
Account Number 001-21-521-6430

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Frank K. Rollason, Village Manager
Carlos Noriega, Chief of Police



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: April 4, 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, APPROVING THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR THREE (3) NEW POLICE VEHICLES FROM DANA SAFETY SUPPLY, INC., UNDER THE PIGGY BACK PURCHASE PROVISION, AS PER SECTION 36.25 (J) OF THE VILLAGE'S PURCHASING ORDINANCE; AND SETTING 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF EQUIPMENT FOR THREE (3) NEW POLICE VEHICLES FROM DANA SAFETY SUPPLY, INC., UNDER THE PIGGYBACK PURCHASE PROVISION, AS PER SECTION 36.25 (J) OF THE VILLAGE'S PURCHASING ORDINANCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission adopted the FY 2016 Budget on September 24, 2015 and appropriated funds for the purchase of police vehicles with the related equipment; and

WHEREAS, the Village purchased three (3) 2016 Ford SUV Police Interceptors AWD; and

WHEREAS, it is necessary to purchase certain equipment for the efficient operation of the police vehicles; and

WHEREAS, the Village wishes to piggyback the purchase from Dana Safety Supply, Inc., under the piggyback purchase provision, pursuant to Section 36.25(J) of the Village Purchasing Ordinance, which authorizes the Village Manager to waive the competitive bidding process, when he determines that the purchase meets acceptability criteria and the supplier has been selected in a competitive bidding process within the last 36-month period by another governmental entity or public agency.

WHEREAS, Dana Safety Supply, Inc. was selected by the City of Miami under Bid No. 516388, Purchase and/or Installation of Municipal Vehicle Equipment, which was issued on September 15, 2015.

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. Purchase Approval: The Village Commission hereby approves the expenditure of \$19,479.00 from the General Fund for the purchase and installation of equipment for three (3) 2016 Ford SUV Police Interceptors AWD, pursuant to the piggyback provision, as per Section 36.25(J) of the Village Code.

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 12th day of April 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: Purchase and Installation of Equipment for Police Vehicles from Dana Safety Supply, Inc.

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To
CITY OF NORTH BAY VILLAGE PD 1700 KENNEDY CAUSEWAY SUITE 132 NORTH BAY VILLAGE, FLORIDA 33141

Ship To
CITY OF NORTH BAY VILLAGE PD 1700 KENNEDY CAUSEWAY SUITE 132 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30
Entered By		Salesperson	Ordered By	Resale Number
EDWIN SALGADO		EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	IW8BBRR WEC 48" LIBERTY II WECAN LIGHT BAR, RED/BLUE Warehouse: MIAM 48" ALL LED LIGHT BAR WITH ALLEYS AND TAKEDOWNS WEC= WHELEN AT 45% OFF, LIST PRICE \$ 3,795.00	1,295.0000	1,295.00
1	1	Y	MKLP83 WEC LO PROFILE MOUNTING KIT 2013+ PI UTILITY Warehouse: MIAM (INCLUDED) WEC= WHELEN AT 45% OFF, LIST PRICE \$112.00	0.0000	0.00
1	1	Y	CCSRN3 Whelen Remote Siren and Control Center Warehouse: MIAM INCLUDES: AMP/RELAY MODULE, CONTROL HEAD, MIC, 20' MICROPHONE EXTENSION AND CABLES *****	550.0000	550.00
1	1	Y	SA315P Whelen 100W Compact Black Composite 122DB Speaker Warehouse: MIAM WEC= WHELEN AT 45% OFF, LIST PRICE \$328.00	139.0000	139.00

Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	1

Printed By: EDWIN SALGADO

Continued on Next Page

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To

Ship To

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
 Telephone: 305-219-3673
 E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
 Telephone: 305-219-3673
 E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30	
Entered By		Salesperson	Ordered By	Resale Number	
EDWIN SALGADO		EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SAK44 WEC SA315P MTG KIT FOR 2013+ PIUT & 2011+ EXPLORER Warehouse: MIAM	0.0000	0.00
4	4	Y	(INCLUDED) WEC= WHELEN AT 45% OFF, LIST PRICE \$41.00 VTX609C Whelen Omni Directional Lighthouse Clear, 9' Cable Warehouse: MIAM	58.0000	232.00
2	2	Y	(4) CORNER LED'S WEC= WHELEN AT 45% OFF, LIST PRICE \$135.00 AVN1J WHELEN Single 9-LED Red/Blue Avenger W/Clear Lens Warehouse: MIAM 218.00	95.0000	190.00
1	1	Y	AVN1R WHELEN Single 9-LED Red Avenger W/Clear Lens Warehouse: MIAM 204.00	95.0000	95.00
1	1	Y	AVN1B WHELEN Single 9-LED Blue Avenger W/Clear Lens Warehouse: MIAM 204.00	95.0000	95.00
1	1	Y	LINSV2B WEC BLUE V-SERIES 180 DEG W/PUDLE LT - UNDER MOUNT Warehouse: MIAM (1) UNDER MIRROR SIDE LIGHT WEC= WHELEN AT 45% OFF, LIST PRICE \$245.00	134.7500	134.75

Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	2

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To

Ship To

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30
Entered By		Salesperson	Ordered By	Resale Number
EDWIN SALGADO		EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	LINSV2R WEC V-SERIES 180 AND PUDDLE LIGHT, UNDER SURFACE MOUNT Warehouse: MIAM (1) UNDER MIRROR SIDE LIGHT WEC= WHELEN AT 45% OFF, LIST PRICE \$245.00	134.7500	134.75
1	1	Y	LSVBKT34 WEC LINSV MIRROR MOUNT KIT FOR FORD EXPLORER Warehouse: MIAM WEC= WHELEN AT 45% OFF, LIST PRICE \$24.50	13.5000	13.50
1	1	Y	7160-0411 Ford PIUV Console With Armrest & Dual Cupholder 2012+ Warehouse: MIAM VEHICLE SPECIFIC CONSOLE FOR 2012+ FORD POLICE INTERCEPTOR UTILITY VEHICLE, INCLUDES DUAL CUP HOLDER, ARMREST, & THE FOLLOWING EQUIPMENT BRACKETS: 1- 7160-0339 (SIREN) 1- 3130-0361 (3 CIG. PLATE) 1- 7160-0523 (HARRIS M7300 RADIO) AND OTHER PLATES NECESSARY TO COMPLETE THE INSTALL. ***** GJ= GAMBER JOHNSON AT 46% OFF, LIST PRICE \$551.00 , PLUS FREIGHT \$22.46 EACH.	320.0000	320.00

Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	3

Printed By: EDWIN SALGADO

Continued on Next Page

DANA SAFETY SUPPLY, INC
 5221 W. MARKET ST
 GREENSBORO, NC 27409

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To

Ship To

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
 Telephone: 305-219-3673
 E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
 Telephone: 305-219-3673
 E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30
Entered By		Salesperson	Ordered By	Resale Number
EDWIN SALGADO		EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: MIAM MOUNTS TO POST OR TO FLAT SURFACE (DASH, DOGHOUSE, OR CONSOLE) ***** GJ= GAMBER JOHNSON AT 46% OFF, LIST PRICE \$317.00, FREIGHT INCLUDED	165.0000	165.00
1	1	Y	7160-0250 GJ NOTEPAD-5 UNIVERSAL COMPUTER CRADLE Warehouse: MIAM WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** GJ= GAMBER JOHNSON AT 46% OFF, LIST PRICE \$331.00, FREIGHT INCLUDED	175.0000	175.00
3	3	Y	7160-0063 GJ 12V SIG OUTLET RECEPTACLE ONLY Warehouse: MIAM GJ= GAMBER JOHNSON AT 46% OFF, LIST PRICE \$25.00, FREIGHT INCLUDED	11.3400	34.02

Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	4

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To
CITY OF NORTH BAY VILLAGE PD 1700 KENNEDY CAUSEWAY SUITE 132 NORTH BAY VILLAGE, FLORIDA 33141

Ship To
CITY OF NORTH BAY VILLAGE PD 1700 KENNEDY CAUSEWAY SUITE 132 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30
Entered By		Salesperson	Ordered By	Resale Number
EDWIN SALGADO		EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PK0120ITU12SCA SMC FLAT PANEL PARTITION #10VS UNCOATED POLY Warehouse: MIAM FLAT PANEL PARTITION WITH SLIDING WINDOW, UNCOATED PLEXI, LOWER EXTENSION PANEL INCLUDED SMC= SETINA AT 30% OFF, LIST PRICE \$649.00, PLUS FREIGHT \$42.33 EACH	496.6300	496.63
1	1	Y	PK0123ITU122ND SMC 12-VS EXP MTL CARGO BARRIER 2012+ FORD PIUT Warehouse: MIAM REAR CARGO BARRIER (BACK PARTITION) WITH EXPANDABLE METAL (WIRE MESH). SMC= SETINA AT 30% OFF, LIST PRICE \$399.00, PLUS FREIGHT \$42.33 EACH	321.6300	321.63
1	1	Y	PB450L2 SMC PUSH BUMPER WITH 2 SIDE FACING IONJ LEDS Warehouse: MIAM SETINA ALUMINUM PUSH BUMPER WITH (2) WHELEN ION LIGHTS RED/BLUE, SIDE MOUNTED AT 45 DEGREE ANGLE. ** PART# BK2017ITU16 ** SMC= SETINA AT 30% OFF, LIST PRICE \$699.00, PLUS FREIGHT \$42.33 EACH	531.6300	531.63

Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	5

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To

Ship To

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
Telephone: 305-219-3673
E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30	
Entered By	Salesperson	Ordered By	Resale Number		
EDWIN SALGADO	EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	SC-934-5-A SC UNIV. WEAPON OVERHEAD SETUP W/#2 KEY Warehouse: MIAM UNIVERSAL GUN RACK. TO BE MOUNTED ON UPPER TUBE OF PARTITION.	185.0000	185.00
1	1	Y	SC= SANTA CRUZ AT 5% OFF, LIST PRICE \$284.99 TH750 ALL POWER SUPPLY 750 WATT THOR INVERTER Warehouse: MIAM ALL POWER SUPPLY AT 5% OFF, LIST PRICE \$99.99	65.0000	65.00
1	1	Y	SHOP-MIAMI 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL Warehouse: MIAM	45.0000	45.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM INSTALLATIONS ARE PERFORMED BY EVT CERTIFIED TECHNICIANS. AS PER CITY OF MIAMI CONTRACT, LABOR REAT AT \$60.00 PER HOUR LABOR TOTAL HOUR : 20 HOURS PER VEHICLE	1,200.0000	1,200.00
1	1	Y	INSTALL-MPD INSTALL OF WINDOW TINT, 2 FRONT WINDOWS W/SUN STRIP Warehouse: MIAM LEGAL 28% TINT ON FRONT WINDOWS. AS PER CITY OF MIAMI CONTRACT	75.0000	75.00

Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	6

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
5221 W. MARKET ST
GREENSBORO, NC 27409

Telephone: 800-845-0405

Sales Quote No.	173957
Customer No.	NBVPD

Bill To

Ship To

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

CITY OF NORTH BAY VILLAGE PD
 1700 KENNEDY CAUSEWAY
 SUITE 132
 NORTH BAY VILLAGE, FLORIDA 33141

Contact: CESAR COSTA
 Telephone: 305-219-3673
 E-mail: CCOSTA@NBVILLAGE.COM

Contact: CESAR COSTA
 Telephone: 305-219-3673
 E-mail: CCOSTA@NBVILLAGE.COM

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/15/16	GROUND	FOB DEST	2016 PI SUV PATROL	NET30
Entered By		Salesperson	Ordered By	Resale Number
EDWIN SALGADO		EDWIN SALGADO-Miami	CESAR COSTA	85-8012621652c8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			*** 2016 PI UTILITY PATROL, WHELEN PACKAGE *** *** AS PER CITY OF MIAMI CONTRACT# 516388(21) WITH ADDITIONAL DISCOUNTS *** Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		

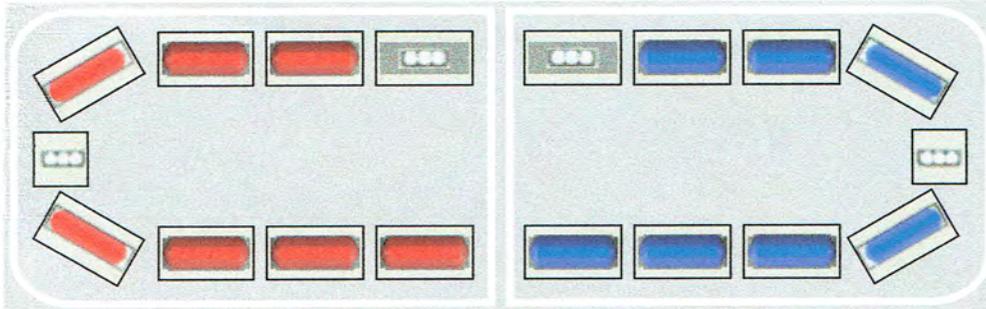
Print Date	03/15/16
Print Time	12:21:02 PM
Page No.	7

Subtotal	6,492.91
Freight	0.00
Order Total	6,492.91

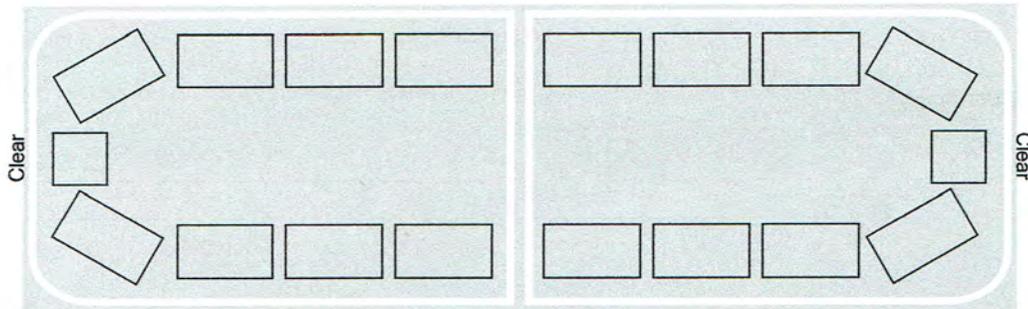
Printed By: EDWIN SALGADO

Liberty™ II WC Light Bar Order Form/Worksheet

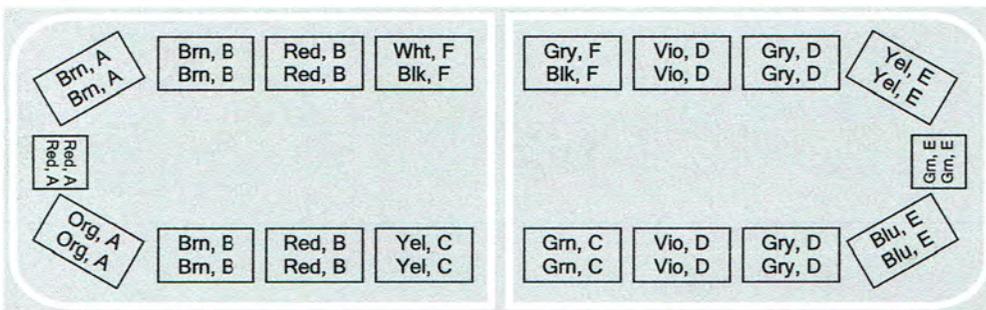
Configuration



Lenses



Internal Harness Connectors and Colors



Liberty™ II WC Light Bar Order Form/Worksheet

Line Items

QTY	Model #	Description	List Price
1	IW8BRBR	48" Liberty™ II WC Series	\$1,691.00
1	IWPHOTO	Add PhotoCell	\$.00
1	ITL3	Add Two Long Super-LED® Takedown Lights	\$131.00
5	IWDLR	Add SOLO™ Series Linear-LED® Flasher, 1 Long Red	\$865.00
5	IWDLB	Add SOLO™ Series Linear-LED® Flasher, 1 Long Blue	\$865.00
1	IA3	Add Two Super-LED® Alley Lights	\$131.00
1	MKLP83	Mounting bracket for: 2012 - 2014 FORD ... for bar length(s): "48"" ,48.50"" ,49.75""	\$112.00
Total:			\$3,795.00

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Order Information

Order Date 3/7/2016
 Account Number
 Project Name
 Vehicle Type 2016 PI UTILITY
 Voltage 12
 Bar Length 48
 WECAD Version WeCad 5.9.0.6
 Default Configuration 79-000A022-03

Bill To:

PO Number
 Name NORTH BAY VILLAGE PD
 Address1
 Address2
 City
 State
 Zip Code
 Telephone
 Contact 1
 Contact 2

Ship To:

PO Number
 Name NORTH BAY VILLAGE PD
 Address1
 Address2
 City
 State
 Zip Code
 Telephone
 Contact 1
 Contact 2

Special Instructions



City of Miami
Legislation
Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 15-01594

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE BIDS RECEIVED OCTOBER 14, 2015, PURSUANT TO INVITATION FOR BID NO. 516388, FROM DANA SAFETY SUPPLY, INC. AND LESC, INC. D/B/A LAW ENFORCEMENT SUPPLY COMPANY, INC., THE RESPONSIVE AND RESPONSIBLE BIDDERS, FOR THE PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT, ON A CITYWIDE, AS NEEDED CONTRACTUAL BASIS, FOR A PERIOD OF TWO (2) YEARS, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS, ALLOCATING FUNDS FROM THE VARIOUS SOURCES OF FUNDS FROM THE USER DEPARTMENTS AND AGENCIES, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; FURTHER AUTHORIZING ADDITIONAL SUPPLIERS TO BE ADDED TO THE CONTRACT AS DEEMED IN THE BEST INTEREST OF THE CITY OF MIAMI.

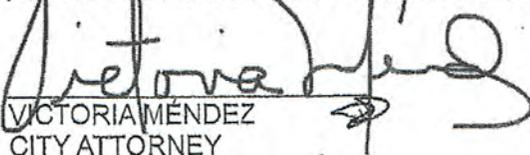
BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The bids received October 14, 2015, pursuant to Invitation for Bid No. 516388, from Dana Safety Supply, Inc. and LESC, Inc. d/b/a Law Enforcement Supply Company, Inc., the responsive and responsible bidders, for the purchase and/or installation of municipal vehicle equipment, on a citywide, as needed contractual basis, for a period of two (2) years, with the option to renew for three (3) additional one (1) year periods, are accepted, allocating funds from the various sources of funds from the user departments and agencies, subject to the availability of funds and budgetary approval at the time of need.

Section 2. The addition of suppliers to the contract as deemed in the best interest of the City of Miami is authorized.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{1}

APPROVED AS TO FORM AND CORRECTNESS:


VICTORIA MENDOZ
CITY ATTORNEY

Footnotes:

{1} This Resolution shall become effective as specified herein unless vetoed by the Mayor with ten (10) calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

INTER-OFFICE MEMORANDUM

TO : Daniel J. Alfonso,
City Manager

DATE : December 4, 2015

FILE :

SUBJECT : Recommendation for Approval to
Award Bid of Vehicle Equipment

FROM : Annie Perez, CPPO, Director
Procurement



REFERENCES: Invitation for Bid (IFB) No. 516388

ENCLOSURES:

RECOMMENDATION:

Based on the findings below, the Procurement Department (Procurement) hereby recommends award for Purchase and/or Installation of Municipal Vehicle Equipment- Citywide to Dana Safety Supply Inc. and LESC Inc. DBA Law Enforcement Supply, the responsive and responsible bidders for Invitation for Bid (IFB) 516388. Additional suppliers may be added to the contract as deemed in the best interest of the City of Miami.

Contract Number/Title: IFB 516388, Invitation for Bid for Purchase and/or Installation of Municipal Vehicle Equipment-Citywide

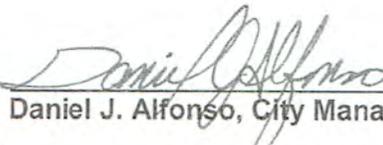
Contract Amount: Approximately \$250,000 annually, depending on how many vehicles the City procures. Estimated to be \$1,250,000 over the five (5) year term of the contract.

Contract Term: Initial term for a period of two (2) years, with the option to renew for three (3) additional one (1) year periods

Recommended Vendors: Dana Safety Supply Inc., 1372 NW 78 Ave. Miami, FL 33126, and LESC Inc. DBA Law Enforcement Supply, 601 Lyons Road, Suite H3 Coconut Creek, FL 33073

BACKGROUND:

On September 21, 2015 the Procurement Department issued an Invitation for Bid (IFB No. 516388), under full and open competition. As required by the Procurement Code, the IFB was advertised and issued online. Two (2) bids were received and tabulated.

Approved: 
Daniel J. Alfonso, City Manager

Date: 12-15-15

cc: Fernando Casamayor, Assistant City Manager, Chief Financial Officer
Dr. Lydia Osbourne, CPPB, CPPO, Assistant Director, Procurement

PR16026

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO: 516388(21)
DESCRIPTION: PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT: TWO (2) YEARS, WITH OTR FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS
CONTRACT PERIOD: JANUARY 25, 2016 THROUGH JANUARY 24, 2018
COMMODITY CODE: 05557-00

SECTION #1 - VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Sevigny
Phone: (800) 854-5536
Email: msevigny@1dss.com

LESC, Inc. d/b/a Law Enforcement Supply
6601 Lyons Rd., Suite H-3
Coconut Creek, FL 33073
Contact: Jose Ferrando
Phone: (954) 428-3776 x5203
Fax: (954) 834-2490
Email: jferrando@lawsupply.com

SECTION #2 - AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: JANUARY 14, 2016 AMENDED AMOUNT: N/A
RESOLUTION NO: 16-0009 INSURANCE REQUIREMENTS: YES
TOTAL CONTRACT AMOUNT: *SEE BELOW* PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

Allocating funds from the various sources of funds from the user departments and agencies subject to the availability of funds and budgetary approval at the time of need.

Notes: CONTRACT PERIOD: JANUARY 25, 2016 THROUGH JANUARY 24, 2018

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Eduardo Falcon
Phone: (305) 416-1901

Prepared By: Aimee Gandarilla, 2/2/16

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE SUPPLIER INFORMATION SECTION OF OUR WEBSITE AT:
WWW.MIAMIGOV.COM/PROCUREMENT

Initial: LO

**TABULATION OF IFB 516388
PURCHASE AND/OR INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT**

Dana safety

LESC Inc.

1372 NW 78 Avenue

6601 Lyons Road, Suite H3

Miami, FL 33126

Coconut Creek, FL 33073

Item #	Description	Unit of Measure	Percent Catalog Discount	Percent Catalog Discount
#1	Percent Discount Off Manufacturers List Price Catalog for Mavron Inc. www.mavron.com	Each	No Bid	No Bid
#2	Percent Discount Off Manufacturers List Price Catalog for Van-Cell, Immate & Prisoner Transportation System, www.van-cell.com	Each	No Bid	No Bid
#3	Percent Discount Off Manufacturers List Price Catalog for Federal Signal	Each	No Bid	15%
#4	Percent Discount Off Manufacturers List Price Catalog for Signal Technology Enterprises, www.signaltechnology.net	Each	No Bid	No Bid
#5	Percent Discount Off Manufacturers List Price Catalog for HG2 Emergency Lighting, www.hg2lighting.com	Each	5%*	5%*
#6	Percent Discount Off Manufacturers List Price Catalog for WANCO, www.wanco.com	Each	10%	No Bid
#7	Percent Discount Off Manufacturers List Price Catalog for MPH Radar, www.mphindustries.com	Each	No Bid	No Bid
#8	Percent Discount Off Manufacturers List Price Catalog for TU-FLOC, www.tufloc.com	Each	28%*	15%*
#9	Percent Discount Off Manufacturers List Price Catalog for PUGS Custom Cabinets, www.pugscabinets.com	Each	No Bid	No Bid
#10	Percent Discount Off Manufacturers List Price Catalog for Unity Manufacturing, www.unityusa.com	Each	20%*	25%*
#11	Percent Discount Off Manufacturers List Price Catalog for Star Headlight & Lantern Co., www.star1889.com	Each	30%*	40%*
#12	Percent Discount Off Manufacturers List Price Catalog for Able-2 Products, www.able2products.com	Each	30%*	22%*
#13	Percent Discount Off Manufacturers List Price Catalog for Brooking Industries Ltd., www.brookingindustries.com	Each	35%*	18%*
#14	Percent Discount Off Manufacturers List Price Catalog for Go-Rhino, www.gorhino.com	Each	15%*	20%*
#15	Percent Discount Off Manufacturers List Price Catalog for LUND Products, www.lundinternational.com	Each	15%*	5%*
#16	Percent Discount Off Manufacturers List Price Catalog for Streamlight, www.streamlight.com	Each	42%*	35%*
#17	Percent Discount Off Manufacturers List Price Catalog for PRO-Copper, www.procopper.com	Each	No Bid	No Bid
#18	Percent Discount Off Manufacturers List Price Catalog for L3 Mobile Vision, www.mobile-vision.com	Each	5%*	2%*
#19	Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, www.patrolwitness.com	Each	No Bid	No Bid
#20	Percent Discount Off Manufacturers List Price Catalog for Plate Scan, www.platescan.com	Each	No Bid	No Bid
#21	Percent Discount Off Manufacturers List Price Catalog for Pro-gard Products LLC, www.progard.com	Each	31%*	26%*

Prepared by:

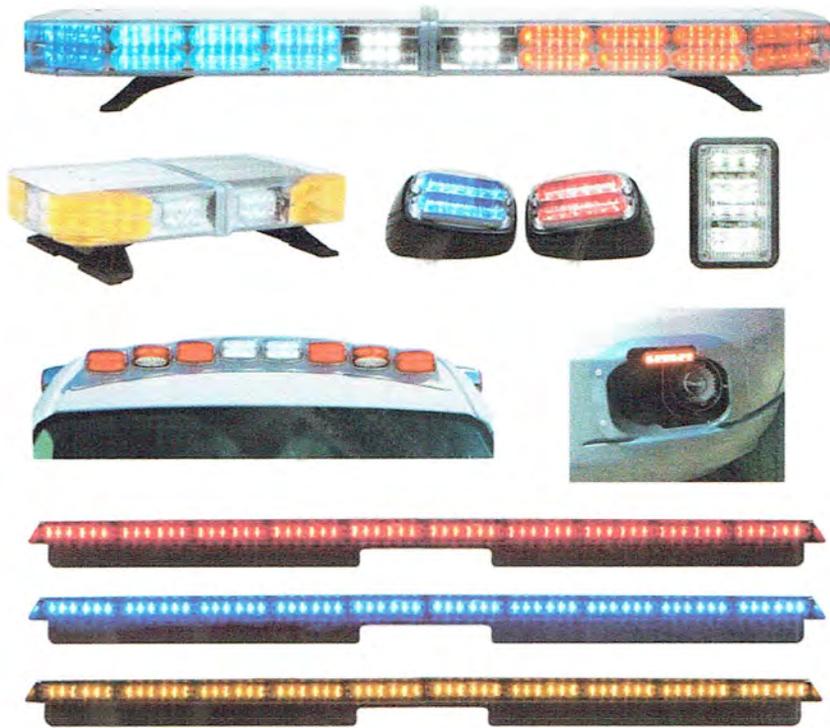
Eduardo J. Falcon

10/16/2015

AUTOMOTIVE LIST PRICE

No. PL16.0WL

EFFECTIVE: December 18, 2015 VOID: June 30, 2016



**Order Anytime Day or Night by E-mail: autoorder@whelen.com
or Toll Free Facsimile 1-800-637-8762**

Many products listed in this price list meet or exceed AMECA, SAE and California Title XIII requirements. For details contact your regional sales office. Every effort will be made to hold prices through the end date. We reserve the right to increase prices on certain and/or all products. Whelen Engineering Company, Inc. is not responsible for typographical errors.

ISO 9001 Registered QMS

OFFICIAL WARNING LIGHTS OF



Follow us on



†† - Special Order, Non-Returnable, Non-Cancelable. See "Made-To-Order" Statement on Table of Contents Page of this Price List.

MODEL DESCRIPTION LIST

Dash/ Deck/ Visor, Directional

Avenger® AVN Linear Super-LED® Series, Includes Swivel/Bail Bracket with Suction Cups, Hood, Cigar Plug with On/Off and Scan-Lock Flash Pattern Switch. (For Green, Contact Factory for Price, Availability and Minimum Order Requirements).

AVN1*	Single, Red, Blue, Amber, White or Amber	204.00
AVN1#	Single, Split Red/Blue or Red/White	218.00
AVN2**	Dual, Red, Blue, Amber and/or White	356.00



Avenger® AVNS Linear Super-LED® Series with Synchronize Feature, Includes Scan-Lock™ Flash Patterns, Swivel/Bail Bracket with Suction Cup, Hood, 4-Wire Pigtail. (For Green, Contact Factory for Price, Availability and Minimum Order Requirements).

AVNS1*	Single, Red, Blue, Amber or White, with Synchronize Wire	229.00
AVNS2**	Dual, Red, Blue, Amber and/or White, with Synchronize Wire	379.00

Avenger® AVNT TRIO™ Linear Super-LED® Series, Includes Swivel/Bail Bracket with Suction Cups, Hood, Cigar Plug with On/Off Warning Switch and On/Off/Override Take-Down Switch. (Mode Switch for Color Choice and Scan-Lock™ Flash Pattern Switch are Located on the Avenger).

AVNT1RBW	Single, Red/Blue/White, with White Steady Override	244.00
AVNT1RBA	Single, Red/Blue/Amber, with Amber Steady Override	244.00
AVNT1RAW	Single, Red/Amber/White, with White Steady Override	244.00
AVNT1BAW	Single, Blue/Amber/White, with White Steady Override	244.00
AVNT2RBW	Dual, Each Lighthouse Red/Blue/White, with White Steady Override	469.00
AVNT2RBA	Dual, Each Lighthouse Red/Blue/Amber, with Amber Steady Override	469.00
AVNT2RAW	Dual, Each Lighthouse Red/Amber/White, with White Steady Override	469.00
AVNT2BAW	Dual, Each Lighthouse Blue/Amber/White, with White Steady Override	469.00



Avenger® AVN2LR Linear Super-LED® Series, Two Warning modules and Two LR11 Take Down Modules, Includes Swivel/Bail Bracket with Suction Cups, Hood, Cigar Plug with On/Off and Take Down Switch. (Scan-Lock™ Flash Pattern Switch is located on the Avenger).

AVN2LRBB	Blue/Blue Warning with Two LR11 Take-Downs	387.00
AVN2LRRB	Red/Blue Warning with Two LR11 Take-Downs	387.00
AVN2LRRC	Red/Clear Warning with Two LR11 Take-Downs	387.00
AVN2LRRR	Red/Red Warning with Two LR11 Take-Downs	387.00

Options for Avenger® Series

AVNBKT1	Low Profile Mounting (Headliner) Bracket for AVN1/AVNS1/AVNT1 Series	14.50
AVNBKT2	Low Profile Mounting (Headliner) Bracket for AVN2/AVNS2/AVNT2 Series	16.00
AVNBKT3	Visor Mounting Bracket (2 required for Dual Unit), Each	14.50
AVNBKT4	Adjustable Height Bracket Kit, for All Avengers	47.00

Dominator™ Plus LINZ6™ Super-LED® Series, Includes Slide Bolt Mounting. For Interior or Exterior Use. 1.74" High x 2.17" Deep Housing, Six Super-LEDs per Lamp. Replace symbol "\$" with number of color LED lighthoods required (maximum 8 modules). Order of colors are Red, Blue, Amber and White (i.e., DP822220 = 2 Red, 2 Blue, 2 Amber & 2 White, DP806020 = 0 Red, 6 Blue, 0 Amber & 2 White).

DP2**	2 LINZ6™, 7.11", Amber, Blue, Red and/or White	332.00
DP4****	4 LINZ6™, 14.21", Amber, Blue, Red and/or White	651.00
DP6\$\$\$\$0	6 LINZ6™, 23.26", Amber, Blue, Red and/or White	935.00
DP8\$\$\$\$0	8 LINZ6™, 30.36", Amber, Blue, Red and/or White	1210.00



Dominator™ Plus Traffic Advisor™, LINZ6™ Super-LED® Low Profile, Control Head Optional. 1.74" High x 2.17" Deep Housing, Six Super-LEDs per Lamp.

TADP6	Six Lamp LINZ6™ Super-LED® Traffic Advisor™, 23.26" Long, Less Control Head	958.00
TADP8	Eight Lamp LINZ6™ Super-LED® Traffic Advisor™, 30.36" Long, Less Control Head	1249.00
†† TADP8**	Eight Lamp, Six Lamp LINZ6™ Super-LED® Traffic Advisor™, 30.36" Long, with Two End Flashing LEDs, Blue, Red and/or Amber, Less Control Head	1265.00



Dominator™ TIR3™ Super-LED® Series, Includes Slide Bolt Mounting. For Interior or Exterior Use. 1.74" High x 2.17" Deep Housing, Three Super-LEDs per lamp. Replace symbol "\$" with number of color LED lighthoods required (maximum 8 modules). Order of colors are Red, Blue, Amber and White (i.e., D822220 = 2 Red, 2 Blue, 2 Amber & 2 White, D806020 = 0 Red, 6 Blue, 0 Amber & 2 White).

D2**	2 TIR3™, 7.11", Amber, Blue, Red and/or White	233.00
D4****	4 TIR3™, 14.21", Amber, Blue, Red and/or White	359.00
D6*****	6 TIR3™, 23.26", Amber, Blue, Red and/or White	529.00
D8\$\$\$\$0	8 TIR3™, 30.36", Amber, Blue, Red and/or White	675.00



Dominator™ Traffic Advisor™, TIR3™ Super-LED® Low Profile, Control Head Optional, 1.74" High x 2.17" Deep Housing, Three Super-LEDs per lamp.

†† TAD6	Six Lamp TIR3™ Super-LED® Traffic Advisor™, 23.26" Long, Less Control Head	558.00
†† TAD8	Eight Lamp TIR3™ Super-LED® Traffic Advisor™, 30.36" Long, Less Control Head	697.00
†† TAD8**	Eight Lamp, Six Lamp TIR3™ Super-LED® Traffic Advisor™, 30.36" Long, with Two End Flashing LEDs, Blue, Red and/or Amber, Less Control Head	708.00



↓ - Special Order, Non-Returnable, Non-Cancelable. See "Made-To-Order" Statement on Table of Contents Page of this Price List.

Lighthoods

MODEL	DESCRIPTION	LIST
SK02WJJ	Chevy Caprice, 2011-2016, Two Split Red/Blue Lighthoods, Wide Angle	504.00
XK02**	NEW Chevy Caprice, 2011-2016 with Smoked Lens	525.00
XK02JJ	NEW Chevy Caprice, 2011-2016, Two Split Red/Blue Lighthoods with Smoked Lens	525.00
XK02V3**	NEW Chevy Caprice, 2011-2016, V-Series Lighthouse with 180° Warning, Take Down and Puddle Light Combination, Red, Blue, Amber or White Warning with Smoked Lens	702.00
XK02W**	NEW Chevy Caprice, 2011-2016, Wide Angle with Smoked Lens	525.00
XK02WJJ	NEW Chevy Caprice, 2011-2016, Two Split Red/Blue Lighthoods, Wide Angle with Smoked Lens	525.00
Strip-Lite™ Super-LED® 5mm LED Series , Surface Mount, Color LEDs with Color Outer Lens.		
PS*00F*R	5mm, Amber or Red, 14 Flash Patterns including Steady-Burn	132.00
PSB00FBR	5mm, Blue, 14 Flash Patterns including Steady-Burn	234.00
PSC00FCR	5mm, White, 14 Flash Patterns including Steady-Burn	357.00
PSR00XRR	5mm, Brake/Tail, with 2 Flash Patterns	140.00
PSRASXCR	5mm, Brake/Tail with Amber Turn Signal	140.00
PSTANK	5mm, Water Tank Status Light, Steady-Burn Green, Blue, Amber & Red LEDs. Requires Customer-Supplied Sensors	237.00
PSC0ADCR	Super-LED® Compartment Light, Intensity Level 2, Frosted Lens	91.00
PSC0CDCR	Super-LED® Compartment Light, Intensity Level 3, Frosted Lens	138.00
PSBKT451	45° Mounting Bracket for 1 Strip-Lite™ Compartment Light	23.50
PSBKT1	Guard for use with or without Single Angle Bracket	34.00
TIR3™ & LIN3™ Series Super-LED® Lighthoods , Surface Mount, Color Super-LED® with Clear Outer Lens, 3.5" W x 1.1" H x 1.2" D. Includes Black Flange. Scan-Lock™ Flash Patterns including Steady-Burn and Synchronize Feature.		
RS*02ZCR	LIN3™, Horizontal Mounting, Amber, Blue, Red or White	98.00
RS*03ZCR	TIR3™, Horizontal Mounting, Amber, Blue, Red or White	98.00
RV*03ZCR	TIR3™, Vertical Mounting, Amber, Blue, Red or White	98.00
LINZ6™ & LINV2™ V-Series™ Linear Super-LED® Lighthoods , Surface Mount, Color Super-LED® with Clear Outer Lens, 4" W x 2" H x 1-9/16" D, Includes Black Flange. Scan-Lock™ Flash Patterns including Steady-Burn and Synchronize Feature.		
LINV2*	V-Series™, Combination 180° Warning and Puddle Light with Scan-Lock™ Warning Flash Patterns, Red, Blue, Amber or White Warning	235.00
LINSV2*	V-Series™, Combination 180° Warning and Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting, Amber, Blue or Red	245.00
LINV2*X	NEW V-Series™, Combination 180° Warning and Puddle Light with Scan-Lock™ Warning Flash Patterns, Red, Blue, Amber or White Warning with Smoked Lens	245.00
LINSV2*X	NEW V-Series™, Combination 180° Warning and Puddle Light with Scan-Lock™ Flash Patterns for Under Surface Mounting, Amber, Blue or Red Warning with Smoked Lens	255.00
LINZ6*	Horizontal Mount, Amber, Blue, Red or White	156.00
LINZ6K	Split Amber/Red Lighthouse, Horizontal Mount	162.00
LINZ6J	Split Blue/Red Lighthouse, Horizontal Mount	162.00
LINZ6D	Split White/Red Lighthouse, Horizontal Mount	162.00
LINZ61	Horizontal Mount, Amber/Amber Split	163.00
LINZ62	Horizontal Mount, Blue/Blue Split	163.00
LINZ65	Horizontal Mount, Red/Red Split	163.00
Options for TIR3™, LIN3™, LINZ6™ & LINV2™ V-Series™ Linear Series Super-LED®		
RFLANGCD	Optional, Deep, Chrome-Plated Mounting Flange Kit (Not for Use with LINV2™ Series)	16.50
RFLANGEC	Optional Chrome-Plated Mounting Flange Kit	16.50
RFLANGEA	Optional Cast Aluminum Mounting Flange Kit (Not for Use with LINV2™ Series)	29.50
RFLANG2B	Optional Black, Dual Surface Mount Flange Kit for 2 Lighthoods	14.50
RFLANG2C	Optional Chrome-Plated, Dual Surface Mount Flange Kit for 2 Lighthoods	19.50
LINZ6FC	Optional Deep Chrome-Plated Mounting Flange Kit (Not for Use with LINV2™ Series)	16.50
RGROMMET	Grommet Mount Kit	7.15
TT L6BKT2	Optional Dodge Charger Trunk Mount Bracket for 2 LINZ6™ Lighthoods, Pair	22.50
L6BKT3	Optional 46 Degree Push Bumper Bracket, Each	15.50
LSVBKT37	Chevy Caprice, 2011-2016, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair (When Used with Mirror Beam™s, Housing Modification maybe Required)	24.50
LSVBKT45	Chevy Tahoe/Suburban, 2015-2016, Under-the-Side View Mirror Mount for two LINSV2™ Series Sold Separately, Pair	24.50
LSVBKT13	Chevy Silverado 1500/2500, 2014-2016, Under-the-Side View Mirror Mount for two LINSV2™ Series Sold Separately, Pair	24.50
LSVBKT35	Dodge Charger, 2011-2016, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair (When Used with Mirror Beam™s, Housing Modification maybe Required)	24.50
LSVBKT44	Dodge Durango, 2013-2016, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair	24.50
LSVBKT42	Dodge Ram 1500, 2011-2016, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair	24.50
L LSVBKT34	Ford Explorer, 2011-2016, Police Interceptor Utility, 2013-2016, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair (For use with Ford's Factory Side Marker LED Side View Mirror Option)	24.50
LSVBKT38	Ford Taurus, 2011-2016, Police Interceptor Sedan 2013-2016, Under-the-Side View Mirror Mount for Two LINSV2™ Series Sold Separately, Pair	24.50



	RBKT1	Optional Mounting Bracket for 1 Lighthouse (Consider Using LIN3™ Mounting Flange when used with LINZ6™, Purchased Separately and Not for Use with RV Series)	12.50
	RBKT2	Optional Mounting Bracket for 2 Lighthouses (Consider Using LIN3™ Mounting Flange when used with LINZ6™, Purchased Separately and Not for Use with RV Series)	21.50
	RBKT4	Optional Swivel Mounting Bracket For 1 TIR3™ or LIN3™	38.00
	RBKT6	Optional License Plate Bracket for 2 Lighthouses, Horizontal Mount (Consider Using LIN3™ Mounting Flange when used with LINZ6™, Purchased Separately)	23.50
	RBKT7	Optional License Plate Bracket for 2 Lighthouses, Vertical Mount (Consider Using LIN3™ Mounting Flange when used with LINZ6™, Purchased Separately)	23.50
	RBKT10	Optional Trunk Mount Bracket for Dodge Charger, Pair	31.50
	RBKT12	Optional 2013-2016 Ford F-250/350/450/550 Above the Rear Taillight Mounting Bracket, Pair (Consider Using LIN3™ Mounting Flange when used with LINZ6™, Purchased Separately)	63.00
	RBKT14	Optional 2014-2016 Chevy Silverado 1500 / GMC 1500 Above the Rear Taillight Mounting Bracket, Pair (Consider Using LIN3™ Mounting Flange when used with LINZ6™, Purchased Separately)	63.00
	RBKT16	Optional Trunk Mount Bracket for 2013-2016 Ford Police Interceptor Sedan, Pair	31.50
	RBKT17	Optional 2014-2016 Dodge Ram Above the Rear Taillight Mounting Bracket, Pair (Consider LIN3™ Mounting Flange, Purchased Separately)	63.00
	RBKT18	NEW Optional 2015-2016 Ford F-150 Above the Rear Taillight Mounting Bracket, Pair	63.00
	RBKT19	NEW Optional 2015-2016 Ford F-150 Below the Rear Taillight Mounting Bracket, Pair	63.00
	RBKTHD1	Harley-Davidson® 2008-2016 Road King® Side Cowl Mounting Bracket Kit, for use with 1 Lighthouse, Stainless Steel, Includes RFLANGEC, Each	19.50
	RBKTHD2	Harley-Davidson® 2008-2016 Road King® Side (Saddle Bag) Crash Bar Mounting Bracket Kit, for use with 2 Lighthouses, Stainless Steel, Includes RFLANG2C, Each	33.50
	RBKTHD3	Harley-Davidson® 2008-2016 Road King® Rear (Saddle Bag) Crash Bar Mounting Bracket Kit, for use with 2 Lighthouses, Stainless Steel, Includes RFLANG2C, Each	39.00
††	RBKTHD4L	Harley-Davidson® 2008-2016 Road King®, Under Radio Box Mounting Bracket Kit, for use with 1 Lighthouse, Stainless Steel, Includes RFLANGEC, Road Side, Each	19.50
††	RBKTHD4R	Harley-Davidson® 2008-2016 Road King®, Under Radio Box Mounting Bracket Kit, for use with 1 Lighthouse, Stainless Steel, Includes RFLANGEC, Curb Side, Each	19.50
††	RBKTHD5	Harley-Davidson® 2008-2016 Road King®, Under Headlight Mounting Bracket Kit, for use with 1 Lighthouse, Stainless Steel, Includes RFLANGEC, Each	27.50
††	RBKTHD6	Harley-Davidson® 2008-2016 Road King®, Passing/Fog Light Mounting Bracket Kit, for use with 1 LINZ6™, LINV2™, TIR3™ or LIN3™ Lighthouse, Stainless Steel, Each	23.50
	RBKTHD7	2014-2016 Harley-Davidson® Electra Glide® Passing/Fog 90° Mount Kit for use with 1 LINZ6™, LINV2™, TIR3™ or LIN3™ Lighthouses, Stainless Steel, Each	28.00
	RBKTHD8	2014-2016 Harley-Davidson® Electra Glide® Passing/Fog 90° and 45° Mount Kit for use with 2 LINZ6™, LINV2™, TIR3™ or LIN3™ Lighthouses, Stainless Steel, Each	45.00
	V23™ Series Super-LED® Surface Mount Lighthouse , Clear Outer Lens, 4-1/4" Long x 2-11/16" High x 1-1/2" Protrusion, with Flange.		
	V23*TPB	Combination 180° Warning, Take-Down and Puddle Light Combination, Red, Blue, Amber or White Warning, Black Flange	282.00
	V23*TPC	Combination 180° Warning, Take-Down and Puddle Light Combination, Red, Blue, Amber or White Warning, Chrome Flange	287.00
	V23P20B	Angled Surface Mount Housing, Black	20.00
	V23P20C	Angled Surface Mount Housing, Chrome	27.00
	V23PEDB	Pedestal Mount Kit, Black	69.00
	V23PEDC	Pedestal Mount Kit, Chrome	75.00
	Vertex™ Super-LED® Light , Single Self-Contained Lighthouse with 25 Scan-Lock™ Flash Patterns, Including Steady-Burn.		
	VTX609*	Omni Directional Lighthouse, Red, Blue, Amber or White, 9' Cable	135.00
	VTX609#	Omni Directional Lighthouse, Split Color, Red, Blue, Amber and/or White, 9' Cable	140.00
	VTXD609*	Directional Lighthouse, Includes Side Emitting Shield, Red, Blue, Amber or White, 9' Cable	135.00
	VTXD609#	Directional Lighthouse, Includes Side Emitting Shield, Split Color, Red, Blue, Amber and/or White, 9' Cable	140.00
	VTX3609*	360° Side Emitter Lighthouse, Red, Blue, Amber or White, 9' Cable	135.00
	VTX3609#	360° Side Emitter Lighthouse, Split Color, Red, Blue, Amber and/or White, 9' Cable	140.00
	VTXFB	Flange Kit, Surface Mount, Black	8.70
	XTX609*	NEW Omni Directional Lighthouse, Red, Blue, Amber or White, 9' Cable with Smoked Lens	145.00
	VTXFC	Flange Kit, Surface Mount, Chrome	16.50
	XTX609#	NEW Omni Directional Lighthouse, Split Color, Red, Blue, Amber and/or White, 9' Cable with Smoked Lens	150.00
	XTXD609*	NEW Directional Lighthouse, Includes Side Emitting Shield, Red, Blue, Amber or White, 9' Cable with Smoked Lens	145.00
	XTXD609#	NEW Directional Lighthouse, Includes Side Emitting Shield, Split Color, Red, Blue, Amber and/or White, 9' Cable with Smoked Lens	150.00
	Vertex™ Competitor Series™ Super-LED® Light , Consider Vertex™ VTX609		
	0	Consider Vertex™ VTX609	
	Vertex™ VHB Series , For Factory Prepped FORD Interceptor Sedans and SUVs with 1" Hole in Headlight and Taillight Assemblies.		
††	VHB609*	Red, Blue, Amber or White, 9' Cable and VHB Tape	135.00
††	VHB609#	Split Color, Red, Blue, Amber and/or White, 9' Cable and VHB Tape	140.00



Systems - DOT & Motorcycle

All models are 12 Volt D.C. only unless otherwise noted above. For other voltages contact factory.

* Replace symbol in model number with letter indicating lens color or LED color desired: A = Amber; B = Blue; C = Clear/White; R = Red; G = Green

Replace symbol in model number with letter indicating SPLIT lens or LED color desired: D = Red/Clear; E = Blue/Clear; F = Amber/Clear; H = Green/Clear

† (to be discontinued, check availability) †† (special order, check availability, non-returnable, non-cancelable) J = Red/Blue; K = Red/Amber; L = Red/Green; M = Blue/Amber

! Indicate length desired: 5 foot, 6 foot, 7 foot or 8 foot \$ Indicates Lower Price

↓ †† - Special Order, Non-Returnable, Non-Cancelable. See "Made-To-Order" Statement on Table of Contents Page of this Price List.

MODEL	DESCRIPTION	LIST
4SWITCH	4 Switch Bracket Only, Switch Purchased Separately	132.00
PC1	PC-1 Switch, Lighted SPST, 15 AMP Contacts	23.50
PC2	PC-2 Switch, Momentary SPST, 15 AMP Contacts	24.50
PC3	PC-3 Switch, Lighted SPDT, 15 AMP Contacts	43.00

Siren Amplifiers, Amplifiers & Airhorns

Howler™ Low Frequency Tone Siren, Includes Siren Amplifier and Speaker(s), Works in Conjunction with Existing Siren Systems Purchased Separately.

HWLUNI	NEW Siren Amplifier with One Speaker, Includes Universal Mounting Bracket	604.00
HWLCC11	Siren Amplifier with One Speaker, Includes Mounting Bracket for 2012-2016 Chevy Caprice	604.00
HWLDC15	NEW Siren Amplifier with One Speaker, Includes Mounting Bracket for 2015-2016 Dodge Charger	604.00
HWLFT11	Siren Amplifier with One Speaker, Includes Mounting Bracket for 2010-2016 Ford Taurus and 2013-2016 Police Interceptor	604.00
HWLFE13	NEW Siren Amplifier with One Speaker, Includes Mounting Bracket for 2013-2016 Ford Explorer with Fog Lights or 2013-2016 Ford Police Interceptor Utility with Fog Lights	604.00
HOWLER	Siren Amplifier with Two Speakers, Optional Vehicle Specific Mounting Brackets, No Charge When Purchased with Howler System	755.00
HWLRB2	† Howler Mounting Bracket For 2008-2014 Ford Expedition	0.00
HWLRB4	Howler Mounting Bracket For 2008-2016 Ford E-Series	0.00
HWLRB7	Howler Mounting Bracket For 2008-2016 Chevy Impala	0.00
†† HWLRB11	Howler Mounting Bracket for 2011-2016 Chevy Express G-Series	0.00
HWLRB13	NEW Hower Mounting Bracket for 2011-2015 Ford Explorer and 2013-2015 Ford Utility Police Interceptor, Driver Side Bracket Includes Built-in Mounting for a SA315P Speaker, 2016 Ford Explorer and 2016 Ford Utility Police Interceptor without Fog Lights. If vehicle has fog lights, use HWLFE13	0.00
HWLRB14	Howler Mounting Bracket For 2011-2015 Dodge 4500	0.00
HWLRB18	† Howler Mounting Bracket For 2012-2013 Chevy 2500/3500 Silverado and Suburban	0.00
HWLRB19	Howler Mounting Bracket For 2014-2015 Silverado 1500	0.00
HWLRB20	Howler Mounting Bracket for 2015-2016 Chevy Tahoe	0.00
HWLRB21	Howler Mounting Bracket for 2010-2016 Ford Taurus and 2013-2016 Police Interceptor	0.00
HWLRB22	Howler Mounting Bracket for 2011-2016 F-250/F-350	0.00
HWLRB23	NEW Hower Mounting Bracket, Universal Mounting Brackets (Pair)	0.00



GenCom Sapphire™, Remote Siren & Control Center and Options, 5 Year Warranty on Amplifier.

CCSRN3	3-Position Slide Switch and 18 Push Button Control Head with Amplifier Control Module with pigtails, Microphone with CCMICX20 Included	1396.00
CCSRN35	3-Position Progressive Push Button Switches and 9 Push Button Hand Held Control Head with Amplifier Module with Pigtails, and CCMICX20 Included	1396.00
CCSRN36	3 Section Control Head and 8-Push Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob, Manual, Airhorn Plus 3 Traffic Advisor™ Switches	1396.00
CCSRN3A	Same as CCSRN3, Except with 8 (Positive or Negative) Input Expansion Module (will not override any pre-existing control head features), 12 Total Inputs	1500.00
CCSRN3F	Same as CCSRN36, Except with 8 (Positive or Negative) Input Expansion Module (will not override any pre-existing control head features), 12 Total Inputs	1500.00
CCSRNTA3	Same as CCSRN3, with Traffic Advisor™ Module	1635.00
CCSRNT35	Same as CCSRN35, with Traffic Advisor™ Module	1635.00
CCSRNT36	Same as CCSRN36, With Traffic Advisor™ Module	1635.00
CCSRNT3A	Same as CCSRNTA3, Except with 8 (Positive or Negative) Input Expansion Module (will not override any pre-existing control head features), 12 Total Inputs	1739.00
CCSRNT3F	Same as CCSRNT36, Except with 8 (Positive or Negative) Input Expansion Module (will not override any pre-existing control head features), 12 Total Inputs	1739.00
CCTRIM	Trim Ring Option, for Semi-Flush Mounting of Control Head	57.00



295SSA & 295SDA Series, Remote Amplifier Sirens with 20 Scan-Lock™ Siren Tones.

295SSA1	Single Tone Siren with Control Head	866.00
295SDA1	Dual Tone Amplifier, Run Two 100 Watt Speaker, and Control Head	926.00

295SLS and 295HFS Hands-Free Sirens, with Diagnostix™ & SI TEST® (Except 295HFS7). All 295HFS Models Have a 5 Year Warranty, Standard. For Removable Microphones, Hi/Low Tones and/or 24 Volts DC, Contact Factory for Exact Model Numbers, Price and Availability.

295SLSA1	Siren Amplifier with 17 Scan-Lock™ Siren Tones	453.00
295HFS2	Remote Siren Amplifier (Flush Mount Head)	641.00
295HFS2X	295HFS2 with Dual Amplifiers, Meets California Title 13 Requirements	1172.00
295SLSA6	Single Unit Siren with 9-Switch Light Control and Standard Switching, with Park Kill & Timed Out Relay with 17 Scan-Lock™ Siren Tones (Replaces 295HFS2)	672.00
295HFS7	Remote Dual Siren Amplifier, with Flush Mount Control Head, Meets CA Title 13	912.00
295HFS9	Self-Contained 200 Watt Dual Full Function Siren, with Removable Microphone	728.00
295HFSDA	Second Amplifier (Kit) for Dual Siren Amplifier Use (295HFS2 Only)	400.00
295SL Series Sirens, Full Function Hands-Free Siren, with Scan-Lock™ Siren Tones.		
295SL100	Full Function Siren (Up to Two 100 Watt Speakers) and Heavy-Duty Microphone, 12 VDC	392.00



Sirens, Switches & Speakers

↓ †† - Special Order, Non-Returnable, Non-Cancelable. See "Made-To-Order" Statement on Table of Contents Page of this Price List.

MODEL	DESCRIPTION	LIST
†† SABKT24	Chevy Suburban and Chevy Tahoe, 2007-2013	41.00
	SA315 Series, Small Round Profile, Composite Speaker, 6.5" H x 6.5" W x 2.9" D.	
SA315P	123dB Speaker, Nylon Composite	328.00
	Optional Mounting Brackets for SA315 Series	
SAK45	Chevy Caprice, 2011-2016	41.00
SAK25	Chevy Express Van, 2006-2016	41.00
SAK34	Chevy Impala, 2006-2016, Howler Compatible	41.00
SAK46	Chevy Impala, 2012-2016	41.00
SAK50	Chevy Silverado 1500 / GMC 1500, 2014-2015, Driver Side	41.00
SAK49	Chevy Silverado 1500 / GMC 1500, 2014-2015, Passenger Side	41.00
†† SAK24	Chevy Suburban, Tahoe and Silverado, 2007-2013	41.00
SAK5	Chevy Suburban/Tahoe, 2000-2003, Chevrolet Avalanche, 2002-2009, GMC Envoy, 2004-2011	41.00
SAK56	Chevy Suburban/Tahoe, 2015-2016, Driver Side	41.00
SAK55	Chevy Suburban/Tahoe, 2015-2016, Passenger Side	41.00
SAK42	Dodge 4500, 2011-2015, Passenger Side	41.00
SAK43	Dodge 4500, 2011-2015, Driver Side	41.00
SAK37	Dodge Charger, 2011-2016	41.00
SAK54	Dodge Durango, 2013-2016	41.00
SAK48	Dodge Ram 1500, 2012-2016, Driver Side	41.00
SAK47	Dodge Ram 1500, 2012-2016, Passenger Side	41.00
SAK32	Ford E350/E450, 2008-2014, Driver or Passenger Side	41.00
SAK23	Ford Expedition, 2007-2015	41.00
SAK1	Ford Explcr, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	41.00
SAK44	Ford Explcr, 2011-2016 and 2013-2016 Ford Police Interceptor Utility	41.00
SAK52	Ford Explcr, 2014-2016 and Ford Police Interceptor Utility, 2013-2016, Driver Side Lower Grille	41.00
SAK51	Ford Explcr, 2014-2016 and Ford Police Interceptor Utility, 2013-2016, Passenger Side Lower Grille	41.00
SAK57	NEW Ford F-150, 2015-2016	41.00
SAK41	Ford F-250/F-350, 2011-2016, Driver Side	41.00
SAK40	Ford F-250/F-350, 2011-2016, Passenger Side	41.00
SAK38	NEW Ford Fusion, 2010-2012	41.00
SAK53	NEW Ford Fusion, 2013-2016	41.00
SAK39	Ford Taurus, 2010-2016 and Police Interceptor, 2013-2016	41.00
SAK9	Heavy-Duty Universal/Swivel Bail Type Mounting Bracket	41.00

Siren Speakers, Other

100 Watt and Accessories. Due to surcharges from our supplier on the rare earth materials used in the neodymium magnets found in speaker drivers, we reserve the right to adjust the pricing and/or add surcharges on all models that utilize this rare material, without notice.

Single and Dual Speaker, for Ambulances, 100 Watt or 200 Watt.

†† SA31101P	UnderPro™ Single Speaker for International 4300/4400 Series, 2001-2016, Passenger Side	479.00
†† SA31101D	UnderPro™ Single Speaker for International 4300/4400 Series, 2001-2016, Driver Side	479.00
SPT5D	NEW Bumper Mount Speaker for 2015-2016 Ford Transit, Driver Side	407.00
SPT5P	NEW Bumper Mount Speaker for 2015-2016 Ford Transit, Passenger Side	407.00
SPTWI*	NEW Wide Angle ION™ with mounting bracket for SPT5D or SPT5P, Red, Blue or Amber, Each	193.00

Speakers, Siren

SA340TS	SA-340TS	367.00
SA340STS	SA-340STS	384.00
SA350M	Motorcycle Siren Speaker, 100 Watts	612.00
SA350MB1	Speaker Bracket for the SA350M/SA350MH, 2009-2016 Road King® and Electra Glide®	64.00

Replacement Speaker Drivers

†† SD210RX	Replacement 100 Watt Speaker Driver for SA314 Series	296.00
†† SD370	Replacement 100 Watt Speaker Driver with Adapter	296.00
†† SD210R	Replacement 100 Watt Speaker Driver for SA370, SA1412 & SA1515	296.00

Back-Up Alarms, Electronic

Back-Up Alarms

WBUA107	Back-Up Alarm, 107dB, 12-24 VDC	58.00
WBUA97	Back-Up Alarm, 97dB, 12-24 VDC	48.00
WBUA112	Back-Up Alarm, 87-112dB, 12-24 VDC, Self-Adjusting	120.00
WBUA112C	Back-Up Alarm, 112 dB, 12-24 VDC	75.00

Safety Site™ & Emitters

GTT Opticom™ Emitters

†† 795H	Self-Contained Opticom™ IR LED Emitter for Freedom®, Freedom® IV, Liberty™ II and 4500 Series Lightbars, Factory Installed Only	1710.00
---------	---	---------



Safety Site, Emitters & Back-Up Alarms

↓ - Special Order, Non-Returnable, Non-Cancelable. See "Made-To-Order" Statement on Table of Contents Page of this Price List.

MODEL DESCRIPTION LIST

Liberty™ II Super-LED® Series Lightbars
Clear Outer Lens with Clear Dividers, Low Current Switching with Multiple Flash Patterns and Passenger Side Cable Exit. For Mounting Options, Use MKLP Located in the Optional Mounting Kits

Liberty™ II, SOLO™ IX & IG Low Current Series, Four Single Color Corner Modules. For use with Single Color Inboard Lighthead Options Only.

IX4****	44" Single Color, Red, Blue, Amber or White	1584.00
IX8****	48" Single Color, Red, Blue, Amber or White	1584.00
IX2****	54" Single Color, Red, Blue, Amber or White	1584.00
IG8****	48" Single Color, Red, Blue, Amber or White, with Center Section for 795H, Strobe or Center LED Warning	1668.00
IG2****	54" Single Color, Red, Blue, Amber or White, with Center Section for 795H, Strobe or Center LED Warning	1668.00



Liberty™ II, SOLO™ IW & IH WeCan® Series, Four Single Color Corner Modules, with Independent Control of each Lighthead. For use with Single Color Inboard Lighthead Options Only, except for a DUO+™ Rear Traffic Advisor™.

IW4****	44" Single Color, Red, Blue, Amber or White	1691.00
IW8****	48" Single Color, Red, Blue, Amber or White	1691.00
IW2****	54" Single Color, Red, Blue, Amber or White	1691.00
IH8****	48" Single Color, Red, Blue, Amber or White, with Center Section for 795H, Strobe or Center LED Warning	1774.00
IH2****	54" Single Color, Red, Blue, Amber or White, with Center Section for 795H, Strobe or Center LED Warning	1774.00

Liberty™ II, SOLO™ IX, IG, IH and IW Series Options

IWDL*	One Single Color Long 6 Super-LED® Lighthead, Amber, Blue, Red or White	173.00
IWDS*	One Single Color Short 3 Super-LED® Lighthead, Amber, Blue, Red or White	120.00
IBDL#	One DUO+™ Color Interleaved Long Super-LED® Lighthead, Amber, Blue, Red and/or White, For use as a Rear DUO+™ Traffic Advisor™ IH and IW Series Only	310.00
IBDS#	One DUO+™ Color Interleaved Short 6 Super-LED® Lighthead, Amber, Blue, Red and/or White, For use as a Rear DUO+™ Traffic Advisor™ IH and IW Series Only	173.00
IHDC*	One Single Color 6-LED Double Reflector Lighthead, Amber, Blue, White or Red, for IG or IH Series Lightbar Only. Rear Center Mount Section Only	173.00
IJDC#	One DUO+™ Color Interleaved Double Reflector Lighthead, Amber, Blue, White and/or Red, for IH Series Lightbar Only. Rear Center Mount Option Only, for use as a DUO+ Traffic Advisor™	310.00
IWTS3*	One Short 3 Super-LED® Take Down Light and One Single Color Short 3 Super-LED® Lighthead, for Inboard Position in a 48" IW and IX Series Lightbar Only	185.00
IWTS6*	One Short 6 Super-LED® Take Down Light and One Single Color Short 3 Super-LED® Lighthead, for Inboard Position in a 48" IW and IX Series Lightbar Only	236.00
ITL12	Two Long 12 Super-LED® Take Down Lights	408.00
ITL6	Two Long 6 Super-LED® Take Down Lights	233.00
ITS6	Two Short 6 Super-LED® Take Down Lights	233.00
ITL3	Two Long 3 Super-LED® Take Down Lights	131.00
ITS3	Two Short 3 Super-LED® Take Down Lights	131.00
IA3	Two 3 Super-LED® Alley Lights, with 15° Horizontal Adjustment	131.00
ICF*	Color Filter, for Corner Module Only	6.15
ILF*	Color Filter, Long Module	6.15
ISF*	Color Filter, Short Module	6.15
IWTACNTL	Traffic Advisor™, Internal and External Harness and TACTLD1, Lightheads purchased separately. When Purchased with Lightbar Only	568.00
IWBTTLED	Two LED Brake/Tail/Turn Lights, For WeCan® Series Only	190.00
IXBTTLED	Two LED Brake/Tail/Turn Lights, For IX Series Only	211.00
795H	GTT Self-Contained LED IR Opticom™ Emitter, Refer to GTT Opticom™ Emitter Section for Pricing.	
IJ795H	Installation (Pre-wired) of 795H in a Liberty™ II IG or IH Series Lightbar Only. Center Mount Option Only. No Charge when Purchased with 795H	
IJ795HT	Two Super-LED® Flashing Take-Down Lights and Installation (Pre-wired) of 795H in a Liberty™ II IG or IH Series Lightbar Only. Center Mount Option Only	131.00
IJ500S	Strobe for Liberty™ II IG or IH Series Lightbar Only. Center Mount Option Only	185.00
IJ500ST	Two Super-LED® Flashing Take-Down Lights and a Strobe for Liberty™ II IG or IH Series Lightbar Only. Center Mount Option Only	325.00
IWTACBL	Traffic Advisor™, Internal and External Harness, for use with CCSRNATA, Lightheads Purchased Separately. When Purchased with Lightbar Only	230.00
IBDSCBL	Driver Side Cable Exit	65.00
IWPHOTO	Photo Cell Option for Hi/Low Power, For IW Series Only (Not for Use with Smoked or Colored Lens)	45.00
IXPHOTO	Photo Cell Option for Hi/Low Power, For IX Series Only (Not for Use with Smoked or Colored Lens)	45.00
IJ8END#	Color End Dome with Alley Window, for 48" IG or IH Series Only, When Purchased with a Lightbar, Add Each	29.00
IJ2END#	Color End Dome with Alley Window, for 54" IG or IH Series Only, When Purchased with a Lightbar, Add Each	29.00
IJCNT*	Color Center Dome for 48" or 54" IG or IH Series Only, When Purchased with a Lightbar, Add Each	14.00

Lightbars

†† - Special Order, Non-Returnable, Non-Cancelable. See "Made-To-Order" Statement on Table of Contents Page of this Price List.

MODEL	DESCRIPTION	LIST
†† MKEZ74	Expedition (Low Profile Rack Mount) / 2007-2015 / 52"-55"	79.00
†† MKEZ60	Expedition / 2003-2015 / 52"-55"	79.00
MKEZ55	Explorer / 2002-2010 / 48"-50"	79.00
MKEZ83	Explorer / 2011-2016 and 2013-2016 Police Interceptor Utility / 48"-55"	79.00
MKEZ94	NEW Ford F-150 / 2015-2016 / Justice® 62"	79.00
MKAJ94	NEW Ford F-150 / 2015-2016 / Liberty™ II, Legacy®, Freedom® and Freedom® IV 54-54"	89.00
MKEA94	NEW Ford F-150 / 2015-2016 / Original Liberty™ 54" (Not Liberty™ II) or Justice® 56"	105.00
†† MKEZ61L	F-150 / 2004-2014 / 52"-55"	79.00
†† MKEZ61	F-150 / 2004-2014 / 60"	79.00
†† MKEZ38	F-250/F-350/F-450/F-550 Super-Duty / 1999-2016 / 60", Edge® Only	79.00
MKEZ88	Fusion / 2013-2016 / 48" - 50"	79.00
MKEA76	Taurus / 2010-2016 and 2013-2016 Police Interceptor / 43"-44"	105.00
MKEZ76L	Taurus / 2010-2016 and 2013-2016 Police Interceptor / 48"-50"	79.00
Permanent Mount, with Lightbar Purchase Only.		
MKEZ7	1-1/2" Permanent Mount / ALL	47.00
MKAJ7	Adjustable Leveling Foot for 1-1/2" Permanent Mount / ALL	73.00
MK8H	5" Permanent Mount (Cast Aluminum) / ALL / ALL	118.00
MK9S	Slide Bolt Brackets for Flat Surface Mounting (2 ea.) 48"/55"	59.00
MK20S	Slide Bolt Brackets for Flat Surface Mounting (3 ea.) 60+"	93.00
MKEZ29	1-1/2" Mounting Foot with Strap Hardware (Straps Purchased Separately)	55.00
MKEA29	Low Profile Adjustable Foot with Strap Hardware (Straps Sold Separately)	84.00
MK7SS2	Stainless Steel Heavy Duty 10° Adjustable Permanent Mount Feet, Low	189.00
MK7SS4	Stainless Steel Heavy Duty 10° Adjustable Permanent Mount Feet, High	215.00

Replacement Parts, Mounting Kits & Strap Kits

Replace # with the Vehicle # Listed Above.

Replacement Strap Kits & Mounting Kits

RMKEZ#	Replacement Mounting Kit Includes Feet, Hardware & Straps of your Choice	161.00
RMKEZ29	Replacement 1 1/2" Mounting Foot with Strap Hardware (Straps Purchased Separately)	95.00
RMKEA29	Replacement MKEA29 Mounting Foot with Strap Hardware (Straps Purchased Separately)	118.00
STPKT#	Straps and Bolts Only for Mounting Kit, For Use with MKEZ or MKAJ Only	95.00
STPEA70	Straps and Bolts Only for MKEA70 Mounting Kit, Impala / 2006-2016	95.00
†† STPEA69	Straps and Bolts Only for MKEA69 Mounting Kit, Charger / 2005-2016	95.00
RMKEZ7	Replacement 1-1/2" Permanent Mounting Kit #7	95.00
RMK9S	Replacement Slide Bolt Mounting Kit #9S (2 ea.)	95.00
RMK20S	Replacement Slide Bolt Mounting Kit #20S (3 ea.)	128.00
RMK8H	Replacement 5" Riser Mounting Kit #8H	129.00
RMKAJ#	Replacement Adjustable Leveling Foot, Includes Feet, Hardware and Choice of Strap # 16, 52, 54, 62, 71 or 72	180.00
NOTE	All straps are special ordered and NON-RETURNABLE. Some modification may be required by the end user to adapt these straps to fit exact vehicle roof line and door jamb positions. This list is intended as a GUIDE ONLY to assist in obtaining the closest strap for vehicle make and fit, and DOES NOT GUARANTEE an exact fit in every case.	

Options, Low Profile Mounting Kits

For Legacy® and Liberty II™ Series Lightbars Only

Chevrolet

MKLP81	Caprice / 2011-2016 / 48" - 50"	112.00
MKLP70	NEW Impala PPV / 2006-2016 / 48" - 50"	112.00
MKLP92	Cruze / 2014-2015 / 44"	112.00
MKLP90	Impala / 2014-2016 / 48"-50" (Not for Use with Special Service Package)	112.00
MKLP91	Silverado 1500 / GMC 1500 Pickup / 2015-2016 / 52" - 55"	112.00
MKLP93	Tahoe / 2015-2016 / 52" - 55"	112.00

Chrysler

MKLP82	Charger / 2011-2016 / 48" - 50"	112.00
MKLP86	Ram 1500 / 2012-2016 / 52" - 55"	112.00

Ford

MKLP83	Explorer 2011-2016 and 2013-2016 Police Interceptor Utility / 48" - 55"	112.00
MKLP38	F-250/F-350/F-450/F-550 Super Duty / 1999-2016 / 55" - 60"	112.00
MKLP88	Fusion / 2013-2016 / 48" - 50"	112.00
MKLP76	Taurus / 2010-2016 and 2013-2016 Police Interceptor / 48" - 50"	112.00



Replacement Parts, Low Profile Mounting Kits & Strap Kits

For Legacy® Series Lightbars Only

Replacement Strap Kits & Low Profile Mounting Kits

MKLP7	Low Profile Permanent Mounting Foot, When Purchased with Lightbar	103.00
MKLP29	Replacement 1 1/2" Low Profile Mounting Foot with Strap Hardware (Straps Purchased Separately)	94.00

VEHICLE MOUNTING EQUIPMENT				
Code	Product Category	Item Number	Product Description	2016 List Price
Faceplate / Filler Panel Program	MCS ACCESSORY	11511	Faceplate - Tray Design CODE 3 (3997, 3998, 3999, Z3)	\$21.00
Faceplate / Filler Panel Program	MCS ACCESSORY	14422	Dodge OEM Filler Panel for 7160-0326 and 7160-0327	\$19.00
Faceplate / Filler Panel Program	MCS ACCESSORY	14619	Faceplate - Sound Off Signal 380 Control Head - Top Hat Style	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15082	Filler Panel, 3 Rocker Switches and 3 Knockouts	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15083	Filler Panel, 6 Switches	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15087	Faceplate - Whelen PCC8R 8-Button Light Controller	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15130	3/4" Blank Filler Panel	\$7.00
	MCS ACCESSORY	15250	Chevy Tahoe (Silverado truck) OEM Filler Panel (USD/MP3 SD Card Jack and 12VDC Power Port) for 7160-0548-xx	\$14.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15343	Faceplate, TAIT TM8100/TM8200 Series Radio, Full Faceplate	\$34.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15344	Faceplate, RELM-BK KNG-M Series Radio, Control Head	\$34.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15348	Faceplate, RELM-BK KNG-M Series Radio, Radio	\$34.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15359	Faceplate, Federal Signal SignalMaster Controller	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15360	Faceplate, Fenix Controller (Model 4200)	\$22.00
	MCS ACCESSORY	15371	Kussman Dual USB Power Port	\$90.00
Faceplate / Filler Panel Program	MCS ACCESSORY	15377	Faceplate, Whelen 266SLSA1 Siren Box	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	16030	FACEPLATE - KENWOOD NX700/800 (TK-7180/8180, MPT)	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	16071	FACEPLATE - PANASONIC ARBITRATOR MK3 VPU	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	16082	FACEPLATE - ICOM ID-5100 Control Head	\$22.00
	POLES	3" DS-POLE	3" DS series pole assembly	\$72.00
	RADIO RACKS	3130-0026	Side bracket for StackMaster, ShortStack, StackAbout, FloorMaster or FlexMaster	\$19.00
	RADIO RACKS	3130-0029	Extension bracket for StackMaster, ShortStack, StackAbout, FloorMaster, or FlexMaster	\$12.00
	RADIO RACKS	3130-0030	Additional radio bracket for StackMaster, ShortStack, StackAbout, FloorMaster, or FlexMaster	\$5.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0152	1/2" Blank Filler Panel	\$7.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0153	1" Blank Filler Panel	\$7.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0154	2" Blank Filler Panel	\$7.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0155	3" Blank Filler Panel	\$9.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0156	4" Blank Filler Panel	\$9.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0361	2" Blank Knockout Plate w/ 3 Mounting Holes for Cigarette Power Receptacles (Item No. 7160-0063)	\$14.00
Faceplate / Filler Panel Program	MCS ACCESSORY	3130-0237	Faceplate - Federal Premium Vision 3 SS2000 (Smart Siren Controller)	\$21.00
	RADIO RACKS	7110-0161	Add on bracket set for StackMaster, ShortStack, StackAbout, FloorMaster or FlexMaster	\$27.00
	MCS ACCESSORY	7110-0350	MCS universal leg kit	\$53.00
	DOCK ACCESSORY	7110-0643	Screen support for NP-PAN-Cradle	\$56.00
	DOCK ACCESSORY	7110-0913	MW800/810 Tilt Swivel folding display and keyboard holder (Vinyet Mount)	\$387.00
	MCS ACCESSORY	7110-0968	Caprice Passenger Arm Rest	\$124.00
	MCS ACCESSORY	7110-0999	Caprice Driver Armrest	\$124.00
	MCS ACCESSORY	7110-1000	Caprice Accessory Box 4.5"	\$107.00
	MCS ACCESSORY	7110-1001	Internal Armrest - Dodge Charger Console Box	\$151.00
	MOTION ATTACHMENT	7110-1008	Mongoose Clevis	\$71.00
	MCS ACCESSORY	7110-1012	Armrest - Chevy Tahoe Vehicle Specific Console (Passenger Side)	\$124.00
	MCS ACCESSORY	7110-1013	Armrest - Chevy Tahoe Vehicle Specific Console (Driver Side)	\$124.00
	DOCK ACCESSORY	7110-1021	Screen support for Getac S400 docking station	\$56.00
	DOCK ACCESSORY	7110-1023	Screen support (Fits Getac V110 and Panasonic CP54 docking stations)	\$62.00
	MCS ACCESSORY	7110-1024	Cable - Wire Chase Tahoe Console Box (Silverado Truck)	\$92.00
	MOTION ATTACHMENT	7110-1200	VESA 75 / GJ Clevis WITHOUT 3-stud adapter plate. Mount using 3/8" hardware. (VESA 75, GJ, AMP5, NEC mounting patterns)	\$71.00
	DOCK ACCESSORY	7120-0519	NotePad V Tail clip package for use with Rugged Computer Laptops	\$27.00
	DOCK ACCESSORY	7120-0531	NotePad V clip package for Lenovo (X200, X201, X201 Tablet, T410, T410s, T510, L412, L512, W510)	\$77.00
	DOCK ACCESSORY	7120-0549	Kit, Bracket Panasonic Arbitrator	\$26.00
	DOCK ACCESSORY	7120-0568	Hardware Bag, Dell E6420	\$53.00
	MCS ACCESSORY	7120-0579	Hardware bag, USB/ Audio Cables. Use with P1 Utility console box (7160-0411 & 0412) to relocate Factory USB and Audio Jack from dash to console box	\$33.00
	DOCK ACCESSORY	7120-0587	Hardware Bag - CAM Clips - NotePad V	\$31.00
	MCS ACCESSORY	7120-0585	Hardware Bag Kit, 4" Support Spacer	\$23.00
	MCS ACCESSORY	7160-0005	Armrest Printer Mount for Pentax Mobile Printers	\$371.00
	VEHICLE BASE	7160-0008	2007-2010 Dodge Charger/Magnum no drill vehicle base	\$117.00
	VEHICLE BASE	7160-0013	1997-2004 & 2007-2011 Dodge Dakota Vehicle Base	\$84.00
	MCS ACCESSORY	7160-0020	Dodge Charger Lower Shelf assembly	\$483.00
Faceplate / Filler Panel Program	MCS	7160-0028	MCS Extension Box. Includes 2 faceplates and 2 filler panels.	\$213.00
	VEHICLE BASE	7160-0033	Universal Seatmount Base	\$168.00
	VEHICLE BASE	7160-0036	Dodge Sprinter no Drill Vehicle Base 2004-2008	\$151.00
	DOCK ACCESSORY	7160-0043	Mounting Interface Plate for Panasonic Toughbook 30 (for use with Panasonic Vehicle Mount Port Replicator)	\$89.00
	VEHICLE BASE	7160-0045	1999-2010 Ford F-250 to F-750 Super Duty Vehicle base	\$138.00
	VEHICLE BASE	7160-0046	2007-2014 Ford Expedition Vehicle base (no drill)	\$145.00
	DOCK ACCESSORY	7160-0049	Screen Support for CF19 cradle and docking station	\$123.00

Code	Product Category	Item Number	Product Description	2016 List Price
	MOTION ATTACHMENT	7160-0063	12" locking slide arm	\$742.00
	MCS ACCESSORY	7160-0064	1999-2010 Ford Super Duty MCS Leg Kit	\$123.00
	VEHICLE BASE	7160-0065	2006-2013 (2014 PPV model ONLY) Chevrolet Impala No Holes Vehicle Base	\$160.00
	DOCK ACCESSORY	7160-0060	Screen Support for Getac B300 MAG docking station	\$56.00
	VEHICLE BASE	7160-0062	2007-2014 Toyota Tundra Vehicle Base	\$133.00
	MCS ACCESSORY	7160-0063	Cigarette lighter adapter kit (includes RoHS compliant 12 volt receptacle and wire kit)	\$25.00
	DOCK ACCESSORY	7160-0073	Toughbook 1819 docking station wedge and hardware	\$62.00
	WORKSTATIONS	7160-0079	Small MobileWorkstation (box only)	\$674.00
	WORKSTATIONS	7160-0082	Large MobileWorkstation (box only)	\$800.00
	MCS ACCESSORY	7160-0084	Ford Expedition MCS Leg Kit (2007 - 2014)	\$138.00
	MCS ACCESSORY	7160-0085	29" Long top plate (wide)	\$90.00
	MCS ACCESSORY	7160-0086	23" Long top plate (wide)	\$77.00
	MCS ACCESSORY	7160-0088	MCS Leg Kit for the 2006 & 2014 Dodge Charger and Magnum	\$101.00
	VEHICLE BASE	7160-0090	Ford Econoline Vehicle Base 2007-2014	\$133.00
	DOCK ACCESSORY	7160-0095	LED lite assembly for the NP-PAN-CRADLE and Dell E6400 docking cradle	\$159.00
	DOCK ACCESSORY	7160-0096	LED lite assembly (Fits Getac B300, S400 and Panasonic CF31 docking stations)	\$159.00
	MCS ACCESSORY	7160-0099	Flexible panel-mounted LED task light for EPIC console box	\$159.00
	MCS ACCESSORY	7160-0100	Flexible side-mounted LED task light for EPIC console box	\$175.00
	DOCK ACCESSORY	7160-0101	LED lite assembly for the Panasonic CF 53 docking station	\$159.00
	WORKSTATIONS	7160-0102	MobileWorkstation with computer platform	\$692.00
	WORKSTATIONS	7160-0103	MobileWorkstation with vertical computer platform	\$742.00
	WORKSTATIONS	7160-0104	Large Mobile Workstation w/ computer platform	\$605.00
	WORKSTATIONS	7160-0105	Large MobileWorkstation w/ vertical computer platform	\$842.00
	MCS ACCESSORY	7160-0106	90 degree MCS Sidestep	\$33.00
	MCS ACCESSORY	7160-0110	6 Circuit power strip	\$56.00
	VEHICLE BASE	7160-0114	No Drill Chevy Colorado/GMC Canyon Extended, Crew and Standard Vehicle Base (2004-2008)	\$112.00
	VEHICLE BASE	7160-0116	Caravan, Sto&Go, Swivel & Go Vehicle Base (2007-2014)	\$117.00
	MCS ACCESSORY	7160-0117	Leg Kit for Chevrolet Caprice (1990-95), Ford Crown Vic (1991-2011)	\$74.00
	MCS ACCESSORY	7160-0121	Chevy Impala Leg Kit (Police Package) (2006-2013 and 2014 PPV model ONLY)	\$117.00
	DOCK ACCESSORY	7160-0123	LED Light assembly for the CF53 Cradle	\$159.00
	DOCK ACCESSORY	7160-0124	Screen support for CF53 Cradle	\$62.00
	KEYBOARD / PRINTER MOUNT	7160-0126	Pentax Pocket Jet Printer Mount	\$151.00
	VEHICLE BASE	7160-0133	Chevy Express, GMC Savana, G-Series Van and Ford F5 and older E-Series vehicle base	\$134.00
	MCS ACCESSORY	7160-0160	MCS Leg Kit for GMC Sierra, Chevy Suburban, Tahoe, Yukon (2000-2013), Silverado (1999-2013) (2014 models all EXCEPT 1500 model - New Body Style)	\$165.00
	MOTION ATTACHMENT	7160-0162	Mini-Clevis	\$101.00
	MCS ACCESSORY	7160-0164	Ford F-150 Leg Kit (2009-2014)	\$101.00
	POLES	7160-0177	5' Center Upper Pole	\$81.00
	POLES	7160-0178	7' Center Upper Pole	\$81.00
	DOCK ACCESSORY	7160-0180	Keyboard Tray for Panasonic CF-H2 Docking Stations (7160-0358 or 7160-0348)	\$216.00
	VEHICLE BASE	7160-0182	No holes bored passenger side vehicle base for Dodge Ram 1500 (2002-2014) & Dodge Ram 2500/3500 (2003-2014) & Sterling Bullet (2007-2009)	\$112.00
	VEHICLE BASE	7160-0185	Universal Vehicle Base (Replaces DS-Silverado)	\$84.00
	VEHICLE BASE	7160-0190	DS-52 Under Body Support Plate	\$65.00
	VEHICLE BASE	7160-0198	Semi-Tractor Vehicle Base	\$269.00
	CRADLES	7160-0201	Dell E6400 and E6400 series ATG Computer Cradle	\$550.00
	CRADLES	7160-0202	Dell E6500 series Computer Cradle	\$550.00
	DOCK ACCESSORY	7160-0203	Screen Support FOR Dell E-Series Cradles	\$56.00
	KEYBOARD / PRINTER MOUNT	7160-0210	Universal Keyboard Tray Assembly	\$134.00
	DOCK ACCESSORY	7160-0215	LED Light assembly (Fits Panasonic CF 1819 and CF54 Docking Stations)	\$159.00
	MOTION ATTACHMENT	7160-0220	Mongoose 9" locking slide arm with 360 degree clevis	\$317.00
	VEHICLE BASE	7160-0222	Chevy Malibu vehicle base	\$140.00
	POLES	7160-0230	Adjustable Support Brace - Short	\$72.00
	POLES	7160-0231	Adjustable Support Brace - Long	\$84.00
	VEHICLE BASE	7160-0234	Vehicle Base Ford CVP1	\$117.00
	MCS	7160-0237	Console Box - Ergo-Hybrid 12 Includes 3 faceplates and 3 filler panels.	\$284.00
	VEHICLE BASE	7160-0244	Ford Fusion Vehicle Base	\$134.00
	VEHICLE BASE	7160-0245	Ford Transit Connect Vehicle Base	\$113.00
	VEHICLE BASE	7160-0248	2010 Chevy Express Van Vehicle Base	\$134.00
	MCS ACCESSORY	7160-0249	Chevy Colorado/GMC Canyon Leg Kit	\$172.00
	CRADLES	7160-0250	NotePad V Universal Computer Cradle	\$331.00
	CRADLES	7160-0250-01	NotePad V Universal Computer Cradle with Tall clips for Rugged Computers	\$331.00
	CRADLES	7160-0250-02	NotePad V Universal Computer Cradle with zero edge side clips	\$331.00
	CRADLES	7160-0250-03	NotePad V Universal Computer Cradle with CAM package (7120-0587)	\$346.00
	DOCK ACCESSORY	7160-0251	NotePad V Screen Support	\$47.00
	DOCK ACCESSORY	7160-0251-01	NotePad V Screen Support Rugged Computers	\$51.00
	DOCK ACCESSORY	7160-0252	LED Light assembly for the NotePad V universal cradle	\$159.00
	DOCK ACCESSORY	7160-0253	NotePad V Mic Clip	\$44.00
	VEHICLE BASE	7160-0260	Ford Fusion Vehicle Base (2013-2014)	\$117.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0267	Motorola APX 09 Integrated Control Head Full Faceplate	\$32.00
	MOTION ATTACHMENT	7160-0268	10 degree Angled Lowswivel mounts to GJ smiley-face pattern, GJ and VESA 75 mounting pattern.	\$44.00
	VEHICLE BASE	7160-0281	Ford Super Duty Vehicle Base (2011-2014)	\$150.00
	MOTION ATTACHMENT	7160-0284	Quad Motion TSS	\$156.00
	MOTION ATTACHMENT	7160-0285	Quad Motion TSS	\$167.00
	MOTION ATTACHMENT	7160-0302	Data 911 adapter plate. Attaches to Tablet Display Mount.	\$60.00
	MCS ACCESSORY	7160-0301	Ford Super Duty Leg Kit (2011- 2014)	\$196.00
	MCS ACCESSORY	7160-0311	Bracket, Computer Mount, Tall	\$48.00
	MCS ACCESSORY	7160-0313	Power Distribution Block, 6 circuit w/NEG Bus	\$72.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0321	Faceplate, Motorola XTL 5000 and 2500 Control Head	\$32.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0322	Faceplate, Motorola XTL 5000 and 2500 Full Radio	\$32.00
	VEHICLE BASE	7160-0323	Dodge Durango/Grand Cherokee Vehicle Base (2011-2014)	\$134.00
Faceplate / Filler Panel Program	MCS	7160-0326	2011-2014 Dodge Charger Police package Console Box. Includes 3 faceplates and 3 filler panels.	\$376.00
Faceplate / Filler Panel Program	MCS	7160-0327	2011-2014 Dodge Charger Police package Console Box with Armrest & Cupholder. Includes 3 faceplates and 3 filler panels.	\$579.00
	VEHICLE BASE	7160-0329	Dodge Charger Vehicle Base (2011-2014)	\$117.00
	KEYBOARD / PRINTER MOUNT	7160-0330	Quick Release Keyboard Tray	\$269.00
	MCS	7160-0331	Armrest & DS-138 Mount for the Charger Console Box	\$204.00
	MCS ACCESSORY	7160-0332	3' Console Pocket	\$42.00

Code	Product Category	Item Number	Product Description	2016 List Price
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0333	13" Console Box. Includes 3 faceplates and 3 filler panels.	\$274.00
	MCS ACCESSORY	7160-0336	Dodge Charger Trunk Shelf (2011-2014)	\$532.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0337	Faceplate, Code 3 MasterCom	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0338	Faceplate, Full Federal Signal Smart Siren-Platinum	\$32.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0339	Faceplate, Whelen CenCom Gold and SoundOff 360	\$22.00
	MOTION ATTACHMENT	7160-0341	Locking Swing Arm	\$210.00
	VEHICLE BASE	7160-0342	Nissan NV (Cargo Van) Vehicle Base	\$134.00
	VEHICLE BASE	7160-0350	Ford Explorer Vehicle Base (2011-2014)	\$145.00
	DOCK ACCESSORY	7160-0351	Shock/Vibration Isolator	\$145.00
	VEHICLE BASE	7160-0352	Harley Davidson CF19 Motorcycle Mount	\$376.00
	MCS	7160-0353	2011-2014 Dodge Charger Police 10.5" package Console Box. Includes 3 faceplates and 3 filler panels	\$376.00
Faceplate / Filler Panel Program	MCS	7160-0354	2011-2014 Dodge Charger Police 10.5" package Console Box with Armrest & Cupholder. Includes 3 faceplates and 3 filler panels.	\$579.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0375	Face Plate Armrest - MCS Extended	\$107.00
Faceplate / Filler Panel Program	MCS	7160-0378	2011-2013 Chevy Caprice Console Box. Includes 3 faceplates and 3 filler panels	\$348.00
Faceplate / Filler Panel Program	MCS	7160-0379	2011-2013 Chevy Caprice Console Box with Arm Rest and Cup Holder. Includes 3 faceplates and 3 filler panels.	\$509.00
	MCS ACCESSORY	7160-0380	Chevy Caprice Trunk Shelf	\$509.00
	VEHICLE BASE	7160-0381	Chevy Caprice Vehicle Base	\$160.00
	MOTION ATTACHMENT	7160-0384	Clam Shell Display Mount Assembly	\$171.00
	MCS ACCESSORY	7160-0386	Chevy Caprice Trunk Shelf Railing	\$73.00
	MCS ACCESSORY	7160-0388	Locking Console Pocket Tall	\$142.00
	MCS ACCESSORY	7160-0389	Locking Console Pocket Low Profile	\$128.00
	KEYBOARD/PRINTER MOUNT	7160-0392	HP/Canon Printer Mount (Replaces GJ-HP and 7160-0199)	\$145.00
	MOTION ATTACHMENT	7160-0396	6" Articulating Arm with Clam Shell.	\$183.00
	MCS ACCESSORY	7160-0398	Computer Mount Bracket (Replaces NP-TRUNK-26)	\$56.00
	TABCRUZERS	7160-0399	25" Flex Arm for TabCruzer™	\$53.00
	CRADLES	7160-0402	NotePad V-LT Universal Computer Cradle	\$331.00
	CRADLES	7160-0402-01	NotePad V-LT Universal Computer Cradle with zero-edge clips.	\$331.00
	CRADLES	7160-0402-03	NotePad V-LT Universal Computer Cradle with CAM Package (7120-0587)	\$348.00
	VEHICLE BASE	7160-0403	Fiat Fior Vehicle Base - International 4300	\$402.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0406	Faceplate - EF Johnson 5300 Radio and Lightening Control Head	\$43.00
	MCS ACCESSORY	7160-0408	Interface Plate - NEC/IAMPS - Gamber-Johnson 2" x 4.09" hold pattern	\$30.00
Faceplate / Filler Panel Program	MCS	7160-0409	2012-2014 Console Box -Ford - Sedan PI - w/Rest & Cup Holder. Includes 3 faceplates and 3 filler panels.	\$551.00
Faceplate / Filler Panel Program	MCS	7160-0410	2012-2014 Console Box -Ford - Sedan PI. Includes 3 faceplates and 3 filler panels.	\$357.00
Faceplate / Filler Panel Program	MCS	7160-0411	2012-2014 Console Box -Ford - Utility PI - w/Rest & Cup Holder. Includes 3 faceplates and 3 filler panels.	\$551.00
Faceplate / Filler Panel Program	MCS	7160-0412	2012-2014 Console Box -Ford - Utility PI. Includes 3 faceplates and 3 filler panels.	\$357.00
	MCS ACCESSORY	7160-0413	Leg Kit - Ford - Sedan/Utility (2011-2014)	\$95.00
	VEHICLE BASE	7160-0417	VW Jetta/Passat (2008-2013) Vehicle Base	\$95.00
	MOTION ATTACHMENT	7160-0419	Clevis - Tilt swivel motion attachment	\$84.00
	MCS ACCESSORY	7160-0422	Dodge Ram Leg Kit (2011-2014)	\$101.00
	KEYBOARD/PRINTER MOUNT	7160-0425	Printer Mount, Brother RuggedJet™ Printer	\$74.00
	MOTION ATTACHMENT	7160-0427	Locking Slide Arm w/o Clevis	\$295.00
	DOCK ACCESSORY	7160-0428	Screen Support for CF53 docking station.	\$88.00
	MCS ACCESSORY	7160-0429	Armrest Vehicle Specific Console	\$174.00
	MCS ACCESSORY	7160-0430	Printer Armrest Vehicle Specific Console	\$370.00
	MCS ACCESSORY	7160-0431	Filler Panel Assembly - Ford Utility PI	\$81.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0432	Faceplate - Full Harris Unity 100 XGM	\$32.00
	MCS	7160-0434	Chevy Tahoe Police Package (2007-2014) Console Box with Armrest & Cupholder. Includes 3 faceplates and 3 filler panels.	\$587.00
Faceplate / Filler Panel Program	MCS	7160-0435	Chevy Tahoe Police Package (2007-2014) Console Box. Includes 3 faceplates and 3 filler panels.	\$459.00
	MOTION ATTACHMENT	7160-0436	10 degree Angled Lowswivel with .38" Hole. mounts on 3/8" stud. GJ and VESA 75 mounting pattern.	\$44.00
	MCS	7160-0438	Ford Sedan PI (2012-2014) - Trunk Shelf	\$550.00
	MCS ACCESSORY	7160-0444	Wiring Cover Plate - Ford Sedan and Utility PI	\$29.00
Faceplate / Filler Panel Program	MCS	7160-0445	2012-2013 Dodge Durango SSV Vehicle Specific Console with Arm Rest and Cup Holder. Includes 3 faceplates and 3 filler panels.	\$551.00
	MCS	7160-0446	2012-2013 Dodge Durango SSV Vehicle Specific Console. Includes 3 faceplates and 3 filler panels.	\$475.00
	VEHICLE BASE	7160-0451	Ford Escape Vehicle Base (2013-2014)	\$107.00
	MOTION ATTACHMENT	7160-0454	Universal Adapter	\$50.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0458	Motorola XTVA Vehicle Adapter- Faceplate	\$32.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0459	Faceplate - Motorola 8 Button DEK (Single)	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0460	Carson SC-411 Full Faceplate (remote head)	\$32.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0462	Faceplate - Motorola 8 Button DEK (Dual)	\$22.00
	MCS	7160-0464	Document Compartment for Tahoe Vehicle Specific Consoles (7160-0434 and 7160-0435)	\$46.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0465	Kenwood TK-960 and TK-961 Full Faceplate	\$22.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0466	Kenwood TK-790 Full Faceplate	\$22.00
Code	Product Category	Item Number	Product Description	2016 List Price

Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0467	Faceplate - Motorola CDM Series Radio	\$32.00
	MOTION ATTACHMENT	7160-0494	Tablet Display Mount - Will work with most tablet computers docking stations & devices that have a VESA 75, AMPS, NEC, or Gamber-Johnson mounting hole pattern. Attaches direct to console or any GJ smiley face hole pattern.	\$113.00
	MOTION ATTACHMENT	7160-0497	6 inch Articulating Arm with Clevis - 90 degree tilt, 360 degree rotation.	\$203.00
	KEYBOARD PRINTER MOUNT	7160-0498	Quick release keyboard tray - mounts on a clevis	\$189.00
	MOTION ATTACHMENT	7160-0500	6" Locking Slide Arm with 360 Degree Clevis	\$261.00
	DOCK ACCESSORY	7160-0501	Screen Support for the CF31 docking station	\$66.00
	MOTION ATTACHMENT	7160-0502	6" Locking Slide Arm with Low Swivel	\$261.00
	KEYBOARD PRINTER MOUNT	7160-0507	HP150/Canon Printer Mount (Replaces GJ-HP and 7160-0199)	\$148.00
	MOTION ATTACHMENT	7160-0508	PDR-C Display interface assembly - attaches to the Tablet Display Mount (7160-0494) to use with Panasonic PDR-C	\$36.00
	MCS ACCESSORY	7160-0509	Leg Kit for (2014+) GMC Sierra (1500), Chevy Silverado (1500), (2015+) Sierra & Silverado 2500-3500, HD, Suburban, Tahoe, Yukon	\$110.00
	VEHICLE BASE	7160-0510	Vehicle Base for (2014+) GMC Sierra (1500), Chevy Silverado (1500); (2015+) Sierra & Silverado 2500-3500, HD, Suburban, Tahoe, Yukon	\$169.00
	DOCK ACCESSORY	7160-0512	G1 Keyboard tray & Mount system. Attach G1 docking station directly to this system.	\$230.00
	MOTION ATTACHMENT	7160-0514	6" Locking Slide Arm with 3/8" stud	\$245.00
	MCS ACCESSORY	7160-0516	Switch, Rocker, ON/OFF, ON, SPDT, 4 Contacts 2 Red Lights, Black	\$30.00
	MCS ACCESSORY	7160-0517	Switch, Rocker, ON/OFF, SPST, 3 Contacts, 1 Red Light, Black	\$30.00
	VEHICLE BASE	7160-0520	Vehicle Base for 2013-2014 Chevy Malibu	\$156.00
Faceplate / Filler Panel Program	MCS	7160-0521-00	2014-2015 Chevy Caprice Console Box - Includes 3 faceplates and 3 filler panels.	\$388.00
Faceplate / Filler Panel Program	MCS	7160-0521-01	2014-2015 Chevy Caprice Console Box - w/Armrest & Cupholder - Includes 3 faceplates and 3 filler panels.	\$672.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0522	Faceplate, L3 Mobile Vision, Flashback3	\$32.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0523	Faceplate, Harris MT300 Radio	\$32.00
	MCS ACCESSORY	7160-0524	Armrest - Breakaway, Vehicle Specific Console	\$260.00
	MCS ACCESSORY	7160-0525	MCS - Breakaway Armrest	\$275.00
	VEHICLE BASE	7160-0527	RAM PROMASTER 2014+ - Base - No Drill	\$126.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0528	Faceplate, Uniden Bearcat Mobile Scanner	\$32.00
	MOTION ATTACHMENT	7160-0529	Tablet Display Mount - TALL	\$152.00
	VEHICLE BASE	7160-0532	2014-2015 Chevy Caprice PPV, Vehicle Base	\$156.00
	VEHICLE BASE	7160-0536	2014-2015 Ford Transit Connect Vehicle Base	\$113.00
	VEHICLE BASE	7160-0537	2015+ Ford Transit Vehicle Base	\$77.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0538	Faceplate, Motorola PM1500	\$32.00
	DOCK ACCESSORY	7160-0539	Power supply Mount - Attach this mount between the docking station and clevis. Accommodates most LIND power supplies and Panasonic docks: CF31, H2, M1, G1, B1 - Getac docks: B300, S400, F110, V110, T800	\$37.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0540	Switch, Rocker, Momentary ON/OFF, SPST, 2 Contacts, Black	\$30.00
	VEHICLE BASE	7160-0544	Base, Freightliner M2 Business Class, 2012-2015	\$169.00
	MCS ACCESSORY	7160-0545	Leg Kit, Freightliner M2 Business Class, 2012-2015	\$393.00
	DOCK ACCESSORY	7160-0546	Magnetic Stripe Reader Mount - Attach MSR plate between the docking station and clevis. Accommodates an E-SEEK, M200 or M250 card reader	\$36.00
Faceplate / Filler Panel Program	MCS	7160-0548-00	2015+ Tahoe Console Box (Silverado Truck) - Includes 3 faceplates and 3 filler panels.	\$465.00
Faceplate / Filler Panel Program	MCS	7160-0548-01	2015+ Tahoe Console Box (Silverado Truck) w/Rest & Cup Holder - Includes 3 faceplates and 3 filler panels.	\$692.00
Faceplate / Filler Panel Program	MCS	7160-0548-02	2015+ Tahoe Console Box (Silverado Truck) and Wire /Cable Chase - Includes 3 faceplates and 3 filler panels.	\$656.00
Faceplate / Filler Panel Program	MCS	7160-0548-03	2015+ Tahoe Console Box (Silverado Truck) w/Rest & Cup Holder and Wire /Cable Chase - Includes 3 faceplates and 3 filler panels.	\$689.00
	MCS	7160-0552	Ford Transit Leg Kit	\$112.00
	VEHICLE BASE	7160-0553	Vehicle Base, Ram ProMaster City (2015+) Van	\$173.00
	VEHICLE BASE	7160-0554	Vehicle Base, 2015+ Ford F150 Truck	\$151.00
	MCS ACCESSORY	7160-0555	Leg Kit, 2015+ Ford F150 Truck	\$173.00
	VEHICLE BASE	7160-0556	Vehicle Base, 2015+ Chevy Colorado / GMC Canyon	\$179.00
	VEHICLE BASE	7160-0557	Base, Nissan NV200 (2010+)	\$126.00
Faceplate / Filler Panel Program	MCS	7160-0569	Faceplate, CODE3 XCEL Siren Controller	\$25.00
	VEHICLE BASE	7160-0572	Base, Chevy Equinox / GMC Terrain (2010+)	\$128.00
	MCS ACCESSORY	7160-0575	Leg Kit, Chevy Express Van & GMC Savana	\$214.00
Faceplate / Filler Panel Program	MCS	7160-0580-00	CONSOLE BOX - DODGE DURANGO 2014+	\$475.00
Faceplate / Filler Panel Program	MCS	7160-0580-01	CONSOLE BOX - DODGE DURANGO 2014+ w/ ARMREST & CUPHOLDER	\$582.00
Faceplate / Filler Panel Program	MCS ACCESSORY	7160-0587	Faceplate, Motorola XPR 5550 / XPR6550 Radio and Control Head	\$37.00
	MCS ACCESSORY	7160-0589	Leg Kit, 2014+ Ram ProMaster Van	\$173.00
	VEHICLE BASE	7160-0590	Toyota Prius Vehicle Base (2009 - Present)	\$153.00
	MOTION ATTACHMENT	7160-0750	VESA 75 / GJ Standard Clevis with 3-stud adapter plate for smiley-face mounting pattern (VESA 75, GJ, AMPS, NEC mounting patterns)	\$84.00
	TABCRUZER®	7160-0756	25" VESA Flex Arm for TabCruzer™	\$63.00
	KEYBOARD / PRINTER MOUNT	7160-0757	Locking Quick Release keyboard tray, VESA 75, GJ, AMPS mounting patterns.	\$150.00
	MOTION ATTACHMENT	7160-0758	INDEPENDENT ROTATION KEYBOARD / DISPLAY MOUNT. Use this with the Universal Tablet Display Mount (7160-0711), Mongoose 7160-0220, and new Quick Release Keyboard Tray (7160-0757) to form a solution where the Tablet computer and Keyboard can be moved independently.	\$91.00
	MOTION ATTACHMENT	7160-0761	TABLET DISPLAY MOUNT FOR INDEPENDANT ROTATION. Accepts product with VESA hole pattern. Use with (7160-0756) Independent Rotation keyboard/Display Mount, (7160-0220) Mongoose, and new Quick Release Keyboard Tray (7160-0757) to form a solution where the Tablet computer and Keyboard can be moved independently.	\$82.00
	MOTION ATTACHMENT	7160-0762	Low Swivel with 3/8" Hole, mounts on 3/8" stud, GJ and VESA 75 mounting pattern	\$44.00
	MOTION ATTACHMENT	7160-0771	VESA 75mm to GJ 2x4 interface plate. USE WITH A PRODUCT THAT HAS VESA 75 THREADED INSERTS - interface plate has 4 threaded studs in the Gamber-Johnson 2 x 4 pattern.	\$30.00
	MOTION ATTACHMENT	7160-0775	LOW Clevis with 3-stud adapter plate for smiley-face mounting pattern, GJ, VESA 75, AMPS, NEC mounting patterns.	\$84.00
	MOTION ATTACHMENT	7160-0776	TALL Clevis with 3-stud adapter plate for smiley-face mounting pattern, GJ, VESA 75, AMPS, NEC mounting patterns.	\$69.00
Code	Product Category	Item Number	Product Description	2016 List Price
	MOTION ATTACHMENT	7160-0783	LOW CLEVIS, VESA 75 / GJ pattern - Mount using 3/8" hardware (VESA 75, GJ, AMPS, NEC mounting patterns).	\$71.00

	MOTION ATTACHMENT	7160-0764	Interface plate. VESA 75 studs to GJ 2 x 4 pattern. Use to mount a device with VESA 75 studs to a motion attachment with 2 x 4 hole pattern.	\$25.00
Faceplate / Filer Panel Program	WORKSTATIONS	7170-0126	Truck Console with File Box (Armrest, Cupholder and Top Plate included). Includes 3 faceplates and 3 filer panels.	\$1,053.00
	CFADLES	7170-0126	Seatmount with TSS Motion Attachment and NotePad V.	\$665.00
	CFADLES	7170-0127	Seatmount with TSS Motion Attachment and NotePad V-LT.	\$665.00
	CFADLES	7170-0192	Seatmount with 6" Articulating Arm and NotePad V-LT.	\$701.00
	CFADLES	7170-0193	Seatmount with 6" Articulating Arm and NotePad V.	\$701.00
	MOTION ATTACHMENT	7170-0217	Tablet Display Mount Kit with 6" Locking Slide Arm. Kit includes (Tablet Display Mount 7160-0494, 6" Locking Slide Arm 7160-0514, Quick Release Keyboard Tray 7160-0498, and Mongoose clevis 7110-1008).	\$617.00
	MOTION ATTACHMENT	7170-0217-01	TALL Tablet Display Mount Kit with 6" Locking Slide Arm. Kit includes (Tablet Display Mount 7160-0627, 6" Locking Slide Arm 7160-0514, Quick Release Keyboard Tray 7160-0498, and Mongoose clevis 7110-1008).	\$617.00
	MOTION ATTACHMENT	7170-0218	Tablet Display Mount Kit with Mongoose Motion Attachment. Kit includes (Tablet Display Mount 7160-0494, Mongoose 7160-0220, and Quick Release Keyboard Tray 7160-0498).	\$618.00
	MOTION ATTACHMENT	7170-0218-01	TALL Tablet Display Mount Kit with Mongoose Motion Attachment. Kit includes (Tablet Display Mount 7160-0527, Mongoose 7160-0220, and Quick Release Keyboard Tray 7160-0498).	\$618.00
	MOTION ATTACHMENT	7170-0219	Tablet Display Mount Kit with TSS Motion Attachment. Kit includes (Tablet Display Mount 7160-0494, TSS motion attachment 7160-0225, and Quick Release Keyboard Tray 7160-0498).	\$468.00
	MOTION ATTACHMENT	7170-0219-01	TALL Tablet Display Mount Kit with TSS Motion Attachment. Kit includes (Tablet Display Mount 7160-0627, TSS motion attachment 7160-0225, and Quick Release Keyboard Tray 7160-0498).	\$468.00
	MOTION ATTACHMENT	7170-0514	INDEPENDENT ROTATION KIT. Combines (Independent Rotation Keyboard Display Mount 7160-0758) (Tablet Display Mount for Independent Rotation 7160-0761), (Mongoose wristud 7160-0427), (Low Clevis 7160-0783) and (new Quick Release Keyboard Tray 7160-0757) to form a solution where the Tablet computer and Keyboard can be moved independently.	\$599.00
	POLES	ABF-KIT	Air bag friendly conversion bracket.	\$39.00
	MOTION ATTACHMENT	CLEVIS D-90T	D-90 CLEVIS that is 4 5/8" high for utility workstations SDI 9901 and SDI 9900.	\$89.00
	VEHICLE BASE	DS-100	Quick release post vehicle base.	\$265.00
	VEHICLE BASE	DS-100-Plate	Quick release post base plate.	\$107.00
	VEHICLE BASE	DS-112	No holes bored passenger side vehicle base for Ford Expedition (1997-2005), Ford F-150 (1997-2003 & early 2004 Heritage Model), Ford F250 Light Duty (1997-2004).	\$134.00
	VEHICLE BASE	DS-114	No holes bored passenger side vehicle base for Ford Explorer (2002-2008).	\$89.00
	VEHICLE BASE	DS-118	No holes bored passenger side vehicle base for Ford Ranger (1999-2008).	\$138.00
	VEHICLE BASE	DS-122	No holes bored passenger side vehicle base for Chevrolet 1500/2500/3500 C/K (1999-2006 & 2007 Classic Body Style), Chevrolet Avalanche (2002-2006), Tahoe (2000-2006), Silverado (1999-2006 & 2007 Classic Body Style), Suburban (2000-2006), GMC Sierra (2000-2006 & 2007 Classic Body Style).	\$123.00
	VEHICLE BASE	DS-124	No holes bored passenger side vehicle base for Ford F-150 (New body style 2004-2014).	\$123.00
	VEHICLE BASE	DS-138	Universal vertical surface mount, small.	\$87.00
	VEHICLE BASE	DS-140	No drill vehicle base for the Ford Escape, Mazda Tribute and Mercury Mariner (2005-2008).	\$117.00
	VEHICLE BASE	DS-144	GMC/Chevrolet truck and SUV Vehicle Base (2007-2013 and 2014 all models EXCEPT 1500's).	\$123.00
	VEHICLE BASE	DS-146	Universal vehicle base for the International, Sterling and Freightliner trucks with bench seats.	\$112.00
	VEHICLE BASE	DS-148	No holes Jeep Liberty vehicle base (2003-2007).	\$134.00
	VEHICLE BASE	DS-150	No holes Toyota Tacoma vehicle base (2000-2014).	\$148.00
	VEHICLE BASE	DS-62	Flat floor high seat base.	\$112.00
	VEHICLE BASE	DS-63	Vertical surface base.	\$94.00
	VEHICLE BASE	DS-65	Offset hump base.	\$100.00
	VEHICLE BASE	DS-66	Horizontal surface base.	\$44.00
	VEHICLE BASE	DS-67	Flat floor base.	\$89.00
	POLES	DS-74	Rack-to-Post 8" platform attachment.	\$56.00
	POLES	DS-74-L	Rack-to-Post 9.38" platform attachment.	\$72.00
	POLES	DS-LOWER-13	13" lower pole assembly.	\$56.00
	POLES	DS-LOWER-5	5" lower pole assembly.	\$56.00
	POLES	DS-LOWER-7	7" lower pole assembly.	\$56.00
	POLES	DS-LOWER-9	9" lower pole assembly.	\$56.00
	POLES	DS-POLE-CTR	3" pole with center mounted upper.	\$90.00
	POLES	DS-STEP	Offset universal mounting step.	\$62.00
	POLES	DS-UPPER	5 8" upper tube assembly for DS-LOWER-9 or any vehicle base with a welded pole.	\$62.00
	POLES	DS-UPPER-S	5 8" upper tube assembly for DS-LOWER-5 & DS-LOWER-7.	\$62.00
	POLES	DS-UPPER-L	12" upper tube assembly for DS-LOWER-9 or any vehicle base with a welded pole.	\$94.00
	POLES	DS-UPPER-M	8" upper tube assembly for DS-LOWER-9 or any vehicle base with a welded pole.	\$72.00
	POLES	DS-UPPER-M6	8" upper tube assembly for DS-LOWER-5 & DS-LOWER-7.	\$72.00
	MCS ACCESSORY	FACEPLATES	All 2-piece faceplates - Starting with "7140-" (full faceplates not included).	\$32.00
	DOCK ACCESSORY	GJ-PAN-CF27	Mounting interface plate for the Panasonic 27/28 vehicle port replicator.	\$89.00
	KEYBOARD / PRINTER MOUNT	KEYBOARD3	Universal keyboard support.	\$201.00
	KEYBOARD / PRINTER MOUNT	KEYBOARD-ARM	Articulating arm bracket for KEYBOARD3.	\$78.00
	KEYBOARD / PRINTER MOUNT	KEYBOARD-BRKT	Mounting bracket for KEYBOARD3.	\$33.00
	MOTION ATTACHMENT	LOW5/VIVEL	Low profile swivel motion attachment, mounts to GJ smiley-face pattern, GJ and VESA 75 mounting pattern.	\$44.00
	MCS ACCESSORY	MCS-1TMR5-CV	Trunk mounted radio shelf assembly with ONE shelf for Ford Crown Vic (1998-2008).	\$247.00
	MCS ACCESSORY	MCS-2TMR5-CV	Trunk mounted radio shelf assembly with TWO shelves for 1998-2008 Ford Crown Vic.	\$338.00
	RADIO RACKS	MCS-7X4	7 X 4 set of radio brackets for MCS top plate.	\$39.00
	MCS ACCESSORY	MCS-ARMREST	Heavy duty pedestal armrest.	\$174.00
	MCS ACCESSORY	MCS-ARMREST5	Heavy duty pedestal armrest on a 5" pole.	\$174.00
	RADIO RACKS	MCS-BRKT	5 X 6 set of radio brackets for MCS top plate.	\$39.00
	MCS ACCESSORY	MCS-COMBRKT	Computer mounting bracket for the MCS-LOWBOX & MCS-ERGOBOX12.	\$85.00
	MCS ACCESSORY	MCS-CUP	Single adjustable cup holder for Epic console box.	\$56.00
	MCS ACCESSORY	MCS-CUP2	Double adjustable cup holder for Epic console box.	\$72.00
	MCS ACCESSORY	MCS-CUPHOLD2	Heavy duty steel cup holders (2).	\$87.00
Faceplate / Filer Panel Program	MCS	MCS-EPIC13	13" MCS EPIC Console Box without base. Includes 3 faceplates and 3 filer panels.	\$297.00
Faceplate / Filer Panel Program	MCS	MCS-EPIC17	17" MCS EPIC Console Box without base. Includes 3 faceplates and 3 filer panels.	\$337.00
Faceplate / Filer Panel Program	MCS	MCS-EPIC9	9" MCS EPIC Console Box without base. Includes 2 faceplates and 2 filer panels.	\$270.00
	MCS ACCESSORY	MCS-EPICMIC	Rail mounted microphone clip for any EPIC series console box.	\$39.00
Faceplate / Filer Panel Program	MCS	MCS-ERGOBOX12	Universal Vertical Console Box. Includes 3 faceplates and 3 filer panels.	\$309.00
	MCS ACCESSORY	MCS-INTCUP	Internal dual cup holder to be used with any EPIC console box.	\$56.00
Faceplate / Filer Panel Program	MCS	MCS-LOWBOX	Low Profile Console Box. Includes 3 faceplates and 3 filer panels.	\$292.00
	MCS ACCESSORY	MCS-MICPLT	Faceplate mic clip holder with three mounting positions.	\$49.00
	MCS ACCESSORY	MCS-POCKET3	3" Storage pocket for EPIC console box.	\$71.00
	CRADLES	NP-PAN-CRADLE	Universal cradle for the Panasonic 27, 28, 29, 30, 31 computer.	\$234.00
	POLES	QADJ-UPPER-L	12" long quick adjust upper tube assembly for DS-LOWER-9 or any vehicle base with a welded pole.	\$129.00
	POLES	QADJ-UPPER-L5	12" long quick adjust upper tube assembly for DS-LOWER-5 and DS-LOWER-7.	\$129.00
Code	Product Category	Item Number	Product Description	2016 List Price
	POLES	QADJ-UPPER-M	8" long quick adjust upper tube assembly for DS-LOWER-9 or any vehicle base with a welded pole.	\$107.00
	POLES	QADJ-UPPER-M6	8" long quick adjust upper tube assembly for DS-LOWER-5 and DS-LOWER-7.	\$107.00
	POLES	QADJ-UPPER-S	6" long quick adjust upper tube assembly for DS-LOWER-9 or any vehicle base with a welded pole.	\$100.00

	POLES	QADJ-UPPER-65	6' long quick adjust upper tube assembly for DS-LOWER-6 and DS-LOWER-7	\$100.00
	SLIDEMOUNTS	SDI 600	Slide mount bracket that can be tilted at an angle of 0° - 50°	\$89.00
	SLIDEMOUNTS	SDI 660	Slide mount bracket that can be tilted at a fixed 50° angle	\$39.00
	SLIDEMOUNTS	SDI 670	Slide mount bracket that can be tilted at a fixed 25° angle	\$39.00
	RADIO RACKS	SM-212	ShortStack 2-unit vertical mount	\$79.00
	SLIDEMOUNTS	SS-106	Angled Mounting Plate	\$33.00
MATERIAL HANDLING EQUIPMENT MOUNTING				
Code	Product Category	Item Number	Product Description	2016 List Price
	FORKLIFT MOUNTS	16065	2" HD Clamp (Muffler Clamp)	\$6.00
NEW	FORKLIFT MOUNTS	7120-0647	Roll Form Bracket Specer Use with Gamber-Johnson Roll Formed Pillar Bracket 7160-0418	\$18.00
	FORKLIFT MOUNTS	16063	TVRI Red Point Light	\$170.00
	FORKLIFT MOUNTS	16064	TVRI Blue Point Light	\$170.00
	FORKLIFT MOUNTS	7120-0847	Hardware Bag - Oversized Roll Formed Pillar Bracket - Linde E-40	\$19.00
	FORKLIFT MOUNTS	7120-0682	Hardware Bag - Forklift Light Bracket	\$81.00
	FORKLIFT MOUNTS	7160-0356	Forklift 0-90 Clevis	\$99.00
	FORKLIFT MOUNTS	7160-0357	Forklift Clam Shell with Small Plate	\$130.00
	FORKLIFT MOUNTS	7160-0363	Forklift Horizontal Extension	\$110.00
	FORKLIFT MOUNTS	7160-0366	Forklift Dual Clam Shell with Small Plate	\$216.00
	FORKLIFT MOUNTS	7160-0367	Forklift dual Clam Shell with Large Plate	\$241.00
	FORKLIFT MOUNTS	7160-0368	Forklift Roof Mount with Clam Shell	\$193.00
	FORKLIFT MOUNTS	7160-0370	Forklift Clam Shell with Large Plate	\$148.00
	FORKLIFT MOUNTS	7160-0371	Forklift Secondary Clam Shell	\$102.00
	FORKLIFT MOUNTS	7160-0418	Roll Formed Pillar Bracket - Yale	\$91.00
	FORKLIFT MOUNTS	7160-0420	Dual Clam Shell with 3" Arm and Small Back Plate	\$262.00
	FORKLIFT MOUNTS	7160-0421	Dual Clam Shell with 3" Arm and Large Back Plate	\$263.00
	FORKLIFT MOUNTS	7160-0493	Interface Plate - Intermed CV 61	\$60.00
	FORKLIFT MOUNTS	7160-0499	Scan gun Mount Assembly	\$108.00
	FORKLIFT MOUNTS	7160-0499-01	Scan gun holder assembly	\$80.00
	FORKLIFT MOUNTS	7160-0550	Keyboard Arm with Mini-Clevis	\$152.00
	FORKLIFT MOUNTS	7160-0561	2" and 3" Tube Clamp	\$77.00
	FORKLIFT MOUNTS	7160-0584	Assembly - Keyboard Arm 3 - For G1 with Overhead Guard Mount	\$169.00
	FORKLIFT MOUNTS	7160-0585	Overhead Guard Mount with Single Clam Shell	\$146.00
	FORKLIFT MOUNTS	7160-0586	Overhead Guard Mount with Dual Clam Shell	\$210.00
	FORKLIFT MOUNTS	7160-0593	Quick Release Mount	\$163.00
	FORKLIFT MOUNTS	7160-0598	Extension Sleeve - Overhead Guard Mount	\$42.00
	FORKLIFT MOUNTS	7160-0608	Forklift Light Bracket with Clam Shell	\$152.00
	FORKLIFT MOUNTS	7160-0609	Forklift Light Bracket with Clam Shell and Plate	\$173.00
	FORKLIFT MOUNTS	7160-0610	Forklift Single Light Bracket	\$116.00
	FORKLIFT MOUNTS	7160-0611	Forklift Dual Light Bracket	\$122.00
	FORKLIFT MOUNTS	7160-0785	Mounting Plate - Datamax O'Neil MP Compact 4 Mark II Printer	\$30.00
	FORKLIFT MOUNTS	7170-0504	Articulating Safety Light Kit - Single Clam Shell and Single Red Light	\$319.00
	FORKLIFT MOUNTS	7170-0505	Articulating Safety Light Kit - Single Clam Shell and Single Blue Light	\$319.00
	FORKLIFT MOUNTS	7170-0506	Articulating Safety Light Kit - Dual Clam Shell and Two Blue Lights	\$609.00
	FORKLIFT MOUNTS	7170-0507	Articulating Safety Light Kit - Dual Clam Shell - One Red Light and One Blue Light	\$609.00
	FORKLIFT MOUNTS	7170-0508	Single Fixed Safety Light Kit - Red	\$283.00
	FORKLIFT MOUNTS	7170-0509	Single Fixed Safety Light Kit - Blue	\$283.00
	FORKLIFT MOUNTS	7170-0510	Dual Fixed Safety Light Kit with Two Blue Lights	\$459.00
	FORKLIFT MOUNTS	7170-0511	Dual Fixed Safety Light Kit with One Blue Light and One Red Light	\$459.00
Material Handling Power Supplies				
	FORKLIFT ACCESSORY	16202	Lind PA1555-2306 DC DC Power Adapter can be used with forklifts or heavy equipment that have a 12 - 32 volt DC input power range	\$299.00
	FORKLIFT ACCESSORY	16203	Lind PA1555-2194 Power Adapter provides a regulated DC output to power laptops and peripherals from a 20 to 60 volt DC input power range	\$299.00
	FORKLIFT ACCESSORY	16078	Lind GE1950-4157 Power Adapter provides a regulated DC output to power laptops and peripherals from a 20 to 60 volt DC input power range	\$299.00
	FORKLIFT ACCESSORY	16079	Lind GE1950-4313 Power Adapter provides a regulated DC output to power laptops and peripherals from a 12 to 32 volt DC input power range	\$299.00

VEHICLE MOUNTING PACKAGES - NO SUBSTITUTIONS				
Code	Product Category	Item Number	Product Description	2016 List Price
	VEHICLE PACKAGES	7170-0128	Kit, Ford Expedition 2007 - 2015, MCS	\$1,232.00
	VEHICLE PACKAGES	7170-0129	Kit, Ford Expedition 2007 - 2015, Pedestal	\$671.00
	VEHICLE PACKAGES	7170-0130	Kit, Ford E-Series 2006 - 2014 Pedestal	\$531.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0131	Kit, Ford Transit Connect 2010 - 2013, Pedestal	\$432.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0132	Kit, Ford Super Duty F250-F750 2011-2015, MCS	\$1,383.00
	VEHICLE PACKAGES	7170-0133	Kit, Ford Super Duty F250-F750 2011-2015, Pedestal	\$676.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0134	Kit, Ford F150 2011 - 2014, MCS	\$1,288.00
	VEHICLE PACKAGES	7170-0135	Kit, Ford F150 2011 - 2014, Pedestal	\$649.00
	VEHICLE PACKAGES	7170-0136	Kit, Dodge RAM 1500-6500 2002 - 2014, Pedestal	\$700.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0137	Kit, Dodge Charger 2011-2014, MCS	\$840.00
	VEHICLE PACKAGES	7170-0138	Kit, Dodge Charger 2011-2014, Pedestal	\$643.00
	VEHICLE PACKAGES	7170-0139	Kit, Chevrolet Colorado 2004 - 2012, Pedestal	\$493.00
	VEHICLE PACKAGES	7170-0140	Kit, Chevrolet G-Series Van 2010 - 2014, Pedestal	\$532.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0141	Kit, Chevrolet Silverado 2000 - 2013/Tahoe 2000 - 2014/Suburban 2000 - 2014, MCS	\$1,342.00
	VEHICLE PACKAGES	7170-0142	Kit, Chevrolet Silverado 2000 - 2013/Tahoe 2000 - 2014/Suburban 2000 - 2014, Pedestal	\$649.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0143	Kit, Chevrolet Impala 2006 - 2013 & 2014 Model PPV, MCS	\$824.00
	VEHICLE PACKAGES	7170-0144	Kit, Chevrolet Impala 2006 - 2013 & 2014 Model PPV, Pedestal	\$686.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0145	Kit, Chevrolet Caprice PPV 2011 - 2013, MCS	\$1,000.00
	VEHICLE PACKAGES	7170-0146	Kit, Chevrolet Caprice PPV 2011 - 2013, Pedestal	\$686.00
	VEHICLE PACKAGES	7170-0147	Kit, Ford Sedan Police Interceptor 2011 - 2014, Pedestal	\$671.00
	VEHICLE PACKAGES	7170-0148	Kit, Ford Utility Police Interceptor 2011 - 2014, Pedestal	\$671.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0185	Kit, Ford Sedan Police Interceptor 2011 - 2014, MCS Console Box with Quad Motion TSS	\$718.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0186	Kit, Ford Utility Police Interceptor 2011 - 2014, MCS Console Box & Mongoose Motion Attachment	\$686.00
	VEHICLE PACKAGES	7170-0214	Kit, Chevy Silverado / GMC Sierra Truck 2014-2105, Pedestal	\$695.00
	VEHICLE PACKAGES	7170-0220	Kit, Chevy Caprice PPV 2014-2015, Pedestal	\$682.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0221	Kit, Chevy Caprice PPV 2014-2015, MCS	\$833.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0222	Kit, Chevy Tahoe PPV 2007 - 2014, MCS	\$904.00
	VEHICLE PACKAGES	7170-0226	Kit, Ford Transit 2015+, Pedestal	\$659.00
	VEHICLE PACKAGES	7170-0232	Kit, Ford Escape 2010-2012 - Vehicle Base, DS-140, DS-LOWER-9, 7160-0178, 7160-0500, 7160-0230	\$587.00
	VEHICLE PACKAGES	7170-0233	Kit, Ford Escape 2013+ - Vehicle Base, 7160-0451, DS-LOWER-13, 7160-0178, 7160-0500, 7160-0230	\$577.00
	VEHICLE PACKAGES	7170-0234	Kit, Ford Fusion 2013+ - Vehicle Base, 7160-0260, DS-LOWER-9, 7160-0178, 7160-0500, 7160-0230	\$587.00
	VEHICLE PACKAGES	7170-0235	Kit, Toyota Prius 2009+ - Vehicle Base, 7160-0590, DS-LOWER-13, 7160-0178, 7160-0500, 7160-0230	\$623.00
	VEHICLE PACKAGES	7170-0236	Kit, Ford F150 truck (2015+) Vehicle Base - 7160-0554, DS-LOWER-9, 7160-0178, 7160-0230, 7160-0220	\$677.00
Faceplate / Filler Panel Program	VEHICLE PACKAGES	7170-0237	Kit, Chevy Tahoe (2015+) Console- 7160-0548-03, 7160-0220	\$1,006.00
	VEHICLE PACKAGES	7170-0238	Kit, Ford Transit Connect (2014+) Vehicle Base - 7160-0536, DS-LOWER-9, 7160-0178, 7160-0230, 7160-0500	\$583.00
	VEHICLE PACKAGES	7170-0239	Kit, RAM Promaster (2014+) Van Vehicle Base - 7160-0527 DS-LOWER-7, 7160-0178, 7160-0230, 7160-0500	\$596.00
	VEHICLE PACKAGES	7170-0500	Kit, RAM Promaster City (2015+) Van Vehicle Base - 7160-0553, DS-LOWER-9, 7160-0178, 7160-0230, 7160-0500	\$643.00
	VEHICLE PACKAGES	7170-0501	Kit, Mercedes Sprinter Van Vehicle Base - 7160-0013, DS-LOWER-5, 7160-0177, 7160-0230, 7160-0220	\$677.00
	VEHICLE PACKAGES	7170-0502	Kit, Nissan NV Van Vehicle Base - 7160-0342, DS-LOWER-13, 7160-0178, 7160-0230, 7160-0220	\$660.00
	VEHICLE PACKAGES	7170-0503	Kit Nissan NV200 Van / Chevy City Express Van Vehicle Base - 7160-0557, DS-LOWER-9, 7160-0178, 7160-0230, 7160-0500	\$596.00

PANASONIC DOCKING STATIONS AND CRADLES				2016 List Price
Code	Product Category	Item Number	PANASONIC DOCKING STATIONS & CRADLES	
	CRADLES / DOCKS	7160-0207	Panasonic Toughbook 19 MK 1/3 Docking Station, No RF (limited availability - please ask your inside sales Representative)	\$1,041.00
	CRADLES / DOCKS	7160-0207-02	Panasonic Toughbook 19 MK 1/3 Docking Station, Dual RF (limited availability - please ask your inside sales Representative)	\$1,279.00
	CRADLES / DOCKS	7160-0264-00	Panasonic Toughbook 19 MK 4/6 Docking Station, No RF	\$1,041.00
	CRADLES / DOCKS	7160-0264-02	Panasonic Toughbook 19 MK 4/6 Docking Station, Dual RF	\$1,279.00
	CRADLES / DOCKS	7160-0264-05	Panasonic CF18-19 cradle	\$278.00
	CRADLES / DOCKS	7160-0318-00	Panasonic Toughbook CF-31 vehicle docking station with No RF/Standard Lock	\$1,041.00
	CRADLES / DOCKS	7160-0318-01	Panasonic Toughbook CF-31 vehicle docking station with Single RF/Standard Lock	\$1,235.00
	CRADLES / DOCKS	7160-0318-02	Panasonic Toughbook CF-31 vehicle docking station with Dual RF/Standard Lock	\$1,286.00
	CRADLES / DOCKS	7160-0318-04	Panasonic Toughbook CF-31 vehicle docking station with No RF/Standard Lock with LIND INTEGRATED power supply	\$1,320.00
	CRADLES / DOCKS	7160-0318-05	Panasonic Toughbook CF-31 vehicle docking station with Single RF/Standard Lock with LIND INTEGRATED power supply	\$1,515.00
	CRADLES / DOCKS	7160-0318-06	Panasonic Toughbook CF-31 vehicle docking station with Dual RF/Standard Lock with LIND INTEGRATED power supply	\$1,560.00
	CRADLES / DOCKS	7160-0318-07	Panasonic Toughbook CF-31 vehicle docking station with No RF/AUTO Lock	\$1,041.00
	CRADLES / DOCKS	7160-0318-08	Panasonic Toughbook CF-31 vehicle docking station with Single RF/AUTO Lock	\$1,235.00
	CRADLES / DOCKS	7160-0318-09	Panasonic Toughbook CF-31 vehicle docking station with Dual RF/AUTO Lock	\$1,286.00
	CRADLES / DOCKS	7160-0318-10	Panasonic Toughbook CF-31 vehicle docking station with No RF/AUTO Lock with LIND INTEGRATED power supply	\$1,320.00
	CRADLES / DOCKS	7160-0318-11	Panasonic Toughbook CF-31 vehicle docking station with Single RF/AUTO Lock with LIND INTEGRATED power supply	\$1,515.00
	CRADLES / DOCKS	7160-0318-12	Panasonic Toughbook CF-31 vehicle docking station with Dual RF/AUTO Lock with LIND INTEGRATED power supply	\$1,560.00
	CRADLES / DOCKS	7160-0344	Panasonic PDRC Extension Cable Kit for PDRC model CF-VDL03U	\$323.00
	CRADLES / DOCKS	7160-0393-00	Panasonic Toughbook CF53 Docking Station - NO RF	\$1,120.00
	CRADLES / DOCKS	7160-0393-02	Panasonic Toughbook CF53 Docking Station - DUAL RF	\$1,341.00
	CRADLES / DOCKS	7160-0393-04	Panasonic Toughbook CF53 Docking Station - INTERNAL POWER NO RF	\$1,451.00
	CRADLES / DOCKS	7160-0393-06	Panasonic Toughbook CF53 Docking Station - INTERNAL POWER DUAL RF	\$1,696.00
	CRADLES	7160-0415	CF53 Cradle	\$322.00
	CRADLES / DOCKS	7160-0486-00	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, No RF, Keyed Alike lock, Gamber-Johnson hole pattern	\$684.00
	CRADLES / DOCKS	7160-0486-02	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, DUAL RF, Keyed Alike lock, Gamber-Johnson hole pattern	\$916.00
	CRADLES / DOCKS	7160-0486-03	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, No RF, Keyed Differently lock, Gamber-Johnson hole pattern	\$684.00
	CRADLES / DOCKS	7160-0486-04	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, DUAL RF, Keyed Differently lock, Gamber-Johnson hole pattern	\$916.00
	CRADLES / DOCKS	7160-0487-00	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, No RF, Keyed Alike lock, VESA 75 hole pattern	\$684.00
	CRADLES / DOCKS	7160-0487-02	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, DUAL RF, Keyed Alike lock, VESA 75 hole pattern	\$916.00
	CRADLES / DOCKS	7160-0487-03	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, No RF, Keyed Differently lock, VESA 75 hole pattern	\$684.00
	CRADLES / DOCKS	7160-0487-04	TabCruzer® Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, DUAL RF, Keyed Differently lock, VESA 75 hole pattern	\$916.00
	CRADLES / DOCKS	7160-0489-00	TabCruzer™ Vehicle CRADLE for the Panasonic FZ-G1 tablet computer, Keyed Alike lock, Gamber-Johnson hole pattern	\$305.00
	CRADLES / DOCKS	7160-0489-03	TabCruzer™ Vehicle CRADLE for the Panasonic FZ-G1 tablet computer, Keyed Differently lock, Gamber-Johnson hole pattern	\$305.00
	CRADLES / DOCKS	7160-0490-00	TabCruzer™ Vehicle CRADLE for the Panasonic FZ-G1 tablet computer, Keyed Alike lock, VESA 75 hole pattern	\$305.00
	CRADLES / DOCKS	7160-0490-03	TabCruzer™ Vehicle CRADLE for the Panasonic FZ-G1 tablet computer, Keyed Differently lock, VESA 75 hole pattern	\$305.00
	CRADLES / DOCKS	7160-0496	Integrated power supply KIT for the CF31 docking station	\$280.00
	CRADLES / DOCKS	7160-0531-00	Panasonic Toughpad M1 Vehicle Docking Station, LITE port replication, NO RF	\$659.00
	CRADLES / DOCKS	7160-0531-02	Panasonic Toughpad M1 Vehicle Docking Station, LITE port replication, DUAL RF	\$609.00
	CRADLES / DOCKS	7160-0531-03	Panasonic Toughpad M1 Vehicle Docking Station, FULL port replication, NO RF	\$625.00
	CRADLES / DOCKS	7160-0531-04	Panasonic Toughpad M1 Vehicle Docking Station, FULL port replication, DUAL RF	\$975.00
	CRADLES / DOCKS	7160-0543-00	Panasonic M1 Cradle, No electronics	\$315.00
	CRADLES / DOCKS	7160-0564	Panasonic FZ-X1 / FZ-E1 Powered Cradle	\$420.00
	CRADLES / DOCKS	7160-0577-00	Panasonic Toughbook CF54 Docking Station - NO RF	\$1,172.00
	CRADLES / DOCKS	7160-0577-02	Panasonic Toughbook CF54 Docking Station - DUAL RF	\$1,376.00
	CRADLES / DOCKS	7160-0578-00	Panasonic Toughbook CF54 Cradle, (No electronics)	\$509.00
	CRADLES / DOCKS	7160-0595-00	TabCruzer® SLIM Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, No RF, Keyed Alike lock, VESA 75 hole pattern	\$684.00
	CRADLES / DOCKS	7160-0595-02	TabCruzer® SLIM Vehicle Docking Station for the for the Panasonic Toughpad FZ-G1, DUAL RF, Keyed Alike lock, VESA 75 hole pattern	\$916.00
	CRADLES / DOCKS	7160-0759-00	TabCruzer® SLIM Vehicle CRADLE for Panasonic Toughpad FZ-G1, (No Electronics), VESA 75 hole pattern	\$305.00
	DOCK ACCESSORY	PAN WARRANTY1	4th year extended warranty (price per dock)	\$72.00
	DOCK ACCESSORY	PAN WARRANTY2	4th & 6th year extended warranty (price per dock)	\$143.00
			PANASONIC DOCKING STATION KITS (dock bundled with a Power Supply)	2016 List Price
	CRADLES / DOCKS	7160-0264-03	KIT, Panasonic Toughbook 19 MK 4/6, NO RF Docking Station W/EXT LIND PWR SPLY(#11798) (4) USB (2) Serial, Ethernet, No RF	\$1,145.00
	CRADLES / DOCKS	7160-0264-04	KIT, Panasonic Toughbook 19 MK 4/6, DUAL RF Docking Station W/EXT LIND PWR SPLY(#11798) (4) USB (2) Serial, Ethernet, Dual RF	\$1,383.00
	CRADLES / DOCKS	7170-0250	Gamber-Johnson CF-54 DOCKING STATION KIT - includes NO RF Dock for Panasonic Toughbook S4 with LIND EXTERNAL Power Supply 14103	\$1,299.00
	CRADLES / DOCKS	7170-0251	Gamber-Johnson CF-54 DOCKING STATION KIT - includes DUAL RF Dock for Panasonic Toughbook S4 with LIND EXTERNAL Power Supply 14103	\$1,503.00

GETAC DOCKING STATIONS AND CRADLES				
Code	Product Category	Item Number	GETAC DOCKING STATIONS & CRADLES	2016 List Price
	CRADLES / DOCKS	7160-0505-00	Getac S400 Vehicle Docking Station NO RF	\$1,089.00
	CRADLES / DOCKS	7160-0505-02	Getac S400 Vehicle Docking Station DUAL RF	\$1,314.00
	CRADLES / DOCKS	7160-0515-00	Getac V110 Vehicle Docking Station NO RF	\$1,036.00
	CRADLES / DOCKS	7160-0515-03	Getac V110 Vehicle Docking Station TRI RF	\$1,200.00
	CRADLES / DOCKS	7160-0526-00	Getac B300 Vehicle Docking Station - NO RF, 3.0 USB	\$1,119.00
	CRADLES / DOCKS	7160-0526-02	Getac B300 Vehicle Docking Station - DUAL RF, 3.0 USB	\$1,344.00
	CRADLES / DOCKS	7160-0542-00	Getac F110 Vehicle Docking Station, NO RF	\$749.00
	CRADLES / DOCKS	7160-0542-03	Getac F110 Vehicle Docking Station, TRI RF	\$960.00
	CRADLES / DOCKS	7160-0565-00	Getac T800 Vehicle Docking Station, NO RF	\$690.00
	CRADLES / DOCKS	7160-0565-03	Getac T800 Vehicle Docking Station, TRIPLE RF	\$841.00
	CRADLES / DOCKS	7160-0568-00	Getac V110 Cradle, NO RF, No electronics	\$494.00
	CRADLES / DOCKS	7160-0568-03	Getac V110 Cradle, TRI RF, No electronics	\$659.00
	CRADLES / DOCKS	7160-0570-00	Getac B300 Cradle, No electronics	\$639.00
	CRADLES / DOCKS	7160-0573-00	Getac S400 Cradle, No electronics	\$609.00
	CRADLES / DOCKS	7160-0576-00	Getac F110 Cradle, NO RF, No electronics	\$360.00
	CRADLES / DOCKS	7160-0576-03	Getac F110 Cradle, TRI RF, No electronics	\$664.00
	CRADLES / DOCKS	7160-0583-00	Getac T800 Cradle, No electronics	\$344.00
	CRADLES / DOCKS	7160-0583-03	Getac T800 Cradle, TRI RF, No electronics	\$495.00
NEW	CRADLES / DOCKS	7160-0780-00	Getac RX10 Vehicle Docking Station NO RF	\$645.00
NEW	CRADLES / DOCKS	7160-0780-03	Getac RX10 Vehicle Docking Station TRI RF	\$802.00
NEW	CRADLES / DOCKS	7160-0792-00	Getac RX10 Cradle, NO RF, No electronics	\$345.00
NEW	CRADLES / DOCKS	7160-0792-03	Getac RX10 Cradle, TRI RF, No electronics	\$494.00
	CRADLES / DOCKS	GET WARRANTY 1	4th year extended warranty (price per dock)	\$72.00
	CRADLES / DOCKS	GET WARRANTY 2	4th & 5th year extended warranty (price per dock)	\$143.00
GETAC DOCKING STATION KITS (Dock bundled with a Power Supply)				2016 List Price
	CRADLES / DOCKS	7160-0568-04	Getac V110 Cradle KIT, V110 NO RF CRADLE (7160-0568-00) with External LIND Power Supply (15110)	\$598.00
	CRADLES / DOCKS	7160-0568-05	Getac V110 Cradle KIT, V110 TRI RF CRADLE (7160-0568-03) with External LIND Power Supply (15110)	\$763.00
	CRADLES / DOCKS	7170-0240	Getac F110 KIT, F110 NO RF Vehicle docking station (7160-0542-00) with External LIND Power Supply (15110)	\$683.00
	CRADLES / DOCKS	7170-0241	Getac F110 KIT, F110 TRI RF Vehicle docking station (7160-0542-03) with External LIND Power Supply (15110)	\$1,064.00
	CRADLES / DOCKS	7170-0242	Getac V110 KIT, V110 NO RF Vehicle docking station (7160-0515-00) with External LIND Power Supply (15110)	\$1,139.00
	CRADLES / DOCKS	7170-0243	Getac V110 KIT, V110 TRI RF Vehicle docking station (7160-0515-03) with External LIND Power Supply (15110)	\$1,304.00
	CRADLES / DOCKS	7170-0244	Getac T800 KIT, T800 NO RF Vehicle docking station (7160-0565-00) with External LIND Power Supply (15110)	\$794.00
	CRADLES / DOCKS	7170-0246	Getac T800 KIT, T800 TRI RF Vehicle docking station (7160-0565-03) with External LIND Power Supply (15110)	\$945.00
	CRADLES / DOCKS	7170-0246	Getac T800 KIT, T800 CRADLE (7160-0563-00) with External LIND Power Supply (15110)	\$448.00
	CRADLES / DOCKS	7170-0247	Getac T800 KIT, T800 CRADLE w/TRI RF (7160-0563-03) with External LIND Power Supply (15110)	\$699.00
	CRADLES / DOCKS	7170-0248	Getac F110 KIT, F110 NO RF CRADLE (7160-0576-00) with External LIND Power Supply (15110)	\$464.00
	CRADLES / DOCKS	7170-0249	Getac F110 KIT, F110 TRI RF CRADLE (7160-0576-03) with External LIND Power Supply (15110)	\$668.00
Code	Product Category	Item Number	SAMSUNG DOCKING STATIONS & CRADLES	2016 List Price
	CRADLES / DOCKS	7160-0581	SAMSUNG Powered Docking Station	\$183.00
	CRADLES / DOCKS	7160-0582	SAMSUNG Non-powered Docking Station	\$142.00
	CRADLES / DOCKS	7170-0254	SAMSUNG Powered Dock KIT (7160-0581 dock & 7160-0756 VESA Flex Mount)	\$236.00
	CRADLES / DOCKS	7170-0255	SAMSUNG NON-Powered Dock KIT (7160-0582 dock & 7160-0756 VESA Flex Mount)	\$195.00
MAX3 Solutions				
Code	Product Category	Item Number	Product Description	2016 List Price
	MAX ³	14139	75mm VESA Plate	\$15.00
	MAX ³	14140	100mm VESA Plate	\$19.00
	MAX ³	14141	MAX ³ Extension 50mm	\$9.00
	MAX ³	14142	MAX ³ Extension 100mm	\$10.00
	MAX ³	14143	MAX ³ Extension 150mm	\$11.00
	MAX ³	14144	Round Plate	\$16.00
	MAX ³	14145	Threaded Adaptor	\$12.00
	MAX ³	14146	Quick Release Round Plate	\$60.00
	MAX ³	14649	MAX3 suction cup mount	\$109.00
	MAX ³	7160-0288	MAX ³ Knuckle Small Assembly (knuckle, label, Loctite and installation instructions)	\$33.00
	MAX ³	7160-0287	MAX ³ Knuckle Medium Assembly (knuckle, label, Loctite and installation instructions)	\$66.00
	MAX ³	7160-0288	MAX ³ Knuckle Large Assembly (knuckle, label, Loctite and installation instructions)	\$133.00
	MAX ³	7160-0289	MAX ³ Extension 50mm Assembly (includes: extension, Loctite, thread adaptor, installation instructions)	\$20.00
	MAX ³	7160-0290	MAX ³ Extension 100mm Assembly (includes: extension, Loctite, thread adaptor, installation instructions)	\$21.00
	MAX ³	7160-0291	MAX ³ Extension 150mm Assembly (includes: extension, Loctite, thread adaptor, installation instructions)	\$22.00
	MAX ³	7160-0292	MAX ³ Small Knuckle 50mm Kit (Consists of: knuckle, 50mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 1 lb.)	\$36.00
	MAX ³	7160-0293	MAX ³ Small Knuckle 100mm Kit (Consists of: knuckle, 100mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 1 lb.)	\$40.00
	MAX ³	7160-0294	MAX ³ Small Knuckle 150mm Kit (Consists of: knuckle, 150mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 1 lb.)	\$40.00
	MAX ³	7160-0295	MAX ³ Medium Knuckle 50mm Kit (Consists of: knuckle, 50mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 3 lb.)	\$78.00
	MAX ³	7160-0296	MAX ³ Medium Knuckle 100mm Kit (Consists of: knuckle, 100mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 3 lb.)	\$81.00
	MAX ³	7160-0297	MAX ³ Medium Knuckle 150mm Kit (Consists of: knuckle, 150mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 3 lb.)	\$82.00
	MAX ³	7160-0298	MAX ³ Large Knuckle 50mm Kit (Consists of: knuckle, 50mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 7 lb.)	\$149.00
	MAX ³	7160-0299	MAX ³ Large Knuckle 100mm Kit (Consists of: knuckle, 100mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 7 lb.)	\$155.00
	MAX ³	7160-0300	MAX ³ Large Knuckle 150mm Kit (Consists of: knuckle, 150mm extension, thread adaptor, label, Loctite and installation instructions) (holds up to 7 lb.)	\$157.00
	MAX ³	7160-0312	Visor Mount, Display and Camera	\$265.00
	MAX ³	7160-0325	Visor Mount, Camera Mount Only	\$214.00
	MAX ³	7160-0440	Pole/Surface Bracket - MAX3	\$34.00
	MAX ³	7160-0448	Visor Mount, Display and Camera for Chevy Caprice	\$295.00
	MAX ³	7160-0449	Visor Mount, Camera Mount Only For Chevy Caprice	\$214.00
	MAX ³	7160-0475	Visor Mount, Caprice, Display Only	\$254.00
	MAX ³	7170-0156	TabCruzer Mount™ - Medium Knuckle, 100mm Tube and 2 Round Plates	\$112.00

LIND POWER SUPPLIES AND SHUT DOWN TIMERS				
Code	Product Category	Item Number	Product Description	2016 List Price
	DOCK ACCESSORY	11634	LIND 90W power supply for Panasonic Toughbook 18/19/27/28/29/30 D1 and Toughpad E1, G1, H2/M1, X1 Docking Stations and cradles (Cigarette lighter adapter)	\$104.00
	DOCK ACCESSORY	11798	LIND 90W power supply for use with Panasonic Toughbook 18/ 19/ 27/ 28/ 29/ 30 and Toughpad E1/ G1/ H2/ M1/ X1 Docking Stations and cradles (hard wired connection)	\$104.00
	DOCK ACCESSORY	13791	LIND Shut Down Timer, Rugged, 2 hour Pre-set	\$72.00
	DOCK ACCESSORY	13792	LIND Shut Down Timer, Low Profile, Adjustable - 5 seconds to 4 hours	\$83.00
	DOCK ACCESSORY	14103	LIND 120W Automobile Power Supply for the Panasonic Toughbook 19/31/53/54 and Toughpad E1, G1, H2, X1 docking station (hard wired connection)	\$127.00
	DOCK ACCESSORY	14650	LIND 120W power supply for use with Panasonic Toughbook 19, 31, 51 (MK3), 52, 53, 54 and Toughpad E1, G1, H2, M1, X1	\$112.00
	DOCK ACCESSORY	15110	LIND 90W Power Supply for Getac B300, F110, S400, T800, and V110 Docking Stations	\$104.00

BROTHER PRINTERS AND ACCESSORIES				
Code	Product Category	Item Number	Product Description	2016 List Price
	KEYBOARD / PRINTER MOUNT	14327	Brother PocketJet 6 Printer - attaches to any Gamber-Johnson Brother PocketJet Printer Mount. USB Interface 300x300 dpi. Use USB cable #14332. Brother part #PJ622.	\$314.00
	KEYBOARD / PRINTER MOUNT	14328	Brother PocketJet 6 Plus Printer - attaches to any Gamber-Johnson Brother PocketJet Printer Mount. USB Interface 300x300 dpi. Use USB cable #14332. Brother part #PJ623.	\$398.00
	KEYBOARD / PRINTER MOUNT	14329	Brother PocketJet 6 Printer - attaches to any Gamber-Johnson Brother PocketJet Printer Mount. Bluetooth Interface 300x300 dpi. Brother part #PJ622.	\$366.00
	KEYBOARD / PRINTER MOUNT	14330	Brother PocketJet 6 Plus Printer - attaches to any Gamber-Johnson Brother PocketJet Printer Mount. Bluetooth Interface 300x300 dpi. Brother part #PJ623.	\$450.00
	KEYBOARD / PRINTER MOUNT	14331	Car Adapter - wired 14 foot for use with PocketJet 3, 3 Plus, 6, 6 Plus Printers	\$20.00
	KEYBOARD / PRINTER MOUNT	14332	USB Cable - 4 foot for use with PocketJet 3, 3 Plus, 6, 6 Plus Printers	\$11.00
	KEYBOARD / PRINTER MOUNT	14831	USB Cable - 6 foot for use with PocketJet 3, 3 Plus, 6, 6 Plus Printers	\$14.00

IKEY KEYBOARDS				
Code	IKEY Part Number	Gamber-Johnson Part Number	Product Description	2016 List Price
	BT-80-02	7300-0028	Rechargeable Bluetooth® Keyboard for Windows 8. Fully Sealed, IP68 Case, Bluetooth® wireless technology, Windows 8 integrated hot keys, VESA Mounting Pattern	\$399.00
	BT-80-03	7300-0029	Rechargeable Bluetooth® Keyboard for Windows/Android. Fully Sealed, IP68 Case, Bluetooth® wireless technology, Red LED Backlit Keys, VESA Mounting Pattern	\$399.00
	BT-87-TP	7300-0030	Bluetooth®-Compatible, Wireless Industrial Keyboard with Touchpad. Rechargeable, 12 Function Keys, Built-in Mounting Holes, Class 2 Output Power, Integrated Touchpad, Up to a 30-foot Range, Bluetooth®-compatible version 2.0	\$499.00
	FT-88-911-TP-USB	7300-0031	Backlit Keyboard with Integrated Touchpad. 12 Function Keys, 88-Key Functionality, Integrated Backlighting, Integrated Touchpad, Mobile Mounting Holes, One-Touch Emergency Key	\$399.00
	SB-87-TP-M-USB	7300-0032	SkinnyBoard™ Mobile Keyboard with Touchpad. 12 Function Keys, Red Backlit Keys, Integrated Touchpad, Silicone Rubber, VESA Mounting Pattern, Ultra-Thin Design	\$399.00
	SB-87-TP-USB	7300-0033	SkinnyBoard™ Mobile Keyboard with Touchpad Measures only 0.5" Deep. 12 Function Keys, Fully Sealed, IP68 Case, Integrated Touchpad, Silicone Rubber, Red LED Backlit Keys, USB Connectivity, Ultra-Thin Design	\$399.00
	SL-86-911-TP-USB	7300-0034	Mountable Keyboard with Touchpad. 88-Key Functionality, Fn Key for Secondary Legend Flexibility, Integrated Touchpad, Meets NEMA 4X (IP65) Specifications, One-Touch Emergency Key, Red Backlit Keys	\$399.00
	SL-86-911-USB	7300-0035	OEM Keyboard for Public Safety. 88-Key Functionality, Fn Key for Secondary Legend Flexibility, Integrated Touchpad, Meets NEMA 4X (IP65) Specifications, One-Touch Emergency Key, Red Backlit Keys	\$399.00
	BT-80-TP	7300-0037	Bluetooth-Compatible keyboard with Touchpad. Wireless industrial keyboard. Fully-sealed keyboard - meets NEMA 4X specifications. Silicone rubber keypad and ABS polycarbonate case. Submersible and easy to clean with disinfectants. Compact design and internal Bluetooth® module. Red LED backlighting	\$499.00
	IK-R-911	7300-0038	Full Travel Keyboard with Attachment Versatility. 12 Function Keys, 88-Key Functionality, Integrated Backlighting, Integrated Touchpad, Mobile Mounting Holes, One-Touch Emergency Key	\$499.00

- Freight charges will be applied to all IKEY Product orders - Gamber-Johnson Reseller freight discounts do not apply
- IKEY Merchandise returns subject to 38% restock fees.

MNSTAR WIRING SYSTEMS AND COMPONENTS				
Code	MNSTAR Part Number	Gamber-Johnson Part Number	Product Description	2016 List Price
POWER PREP - FULL VEHICLE POWER DISTRIBUTION				
	EDH120	7300-0001	Installer Harness, Power Prep EDH120, 12 Circuit, Trunk Mounted Fuse Panel	\$721.00
	EDH120-F	7300-0002	Installer harness, Power Prep EDH120, 12 Circuit, Trunk Mounted Fuse Panel with Front Battery Cable, 6 Ga. Circuit Breaker and 125 Amp Fuse	\$1,110.00
	EDH120-M	7300-0003	Installer harness, Power Prep EDH120, 12 Circuit, Trunk Mounted Fuse Panel with Mid-Ship Battery Cable, 6 Ga. Circuit Breaker and 125 Amp Fuse	\$1,026.00
	EDH120-R	7300-0004	Installer harness, Power Prep EDH120, 12 Circuit, Trunk Mounted Fuse Panel with Rear Battery Cable, 6 Ga. Circuit Breaker and 125 Amp Fuse	\$972.00
	TH45-0	7300-0042	Integrator Truck Harness, 11 Circuits to Console with Ignition Relay (TH45-0), Underhood Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center and Wires that extend to the console and 107" further toward rear of vehicle	\$766.00
	TH45-VM	7300-0043	Integrator Truck Harness, 11 Circuits to Console with DR40-VM Voltage Sensing Timer (TH45-VM), Underhood Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center and Wires that extend to the console and 107" further toward rear of vehicle	\$915.00
POWER PREP - POWER DISTRIBUTION TO THE CENTER CONSOLE				
	ED40-0	7300-0005	Integrator Utility Harness 4 circuits to console with ignition relay	\$324.00
	ED40-L	7300-0006	Integrator Utility Harness 4 circuits to console with ignition relay and LIND direct connect	\$398.00
	ED40-VM	7300-0007	Integrator Utility Harness 4 circuits to console with DR40VM voltage monitoring adjustable timer	\$531.00
	ED40-LVM	7300-0010	Integrator Utility Harness 4 circuits to console with DR40VM voltage monitoring adjustable timer and LIND Direct Connect	\$588.00
	ED45-0	7300-0011	Integrator Utility Harness 11 circuits to console with ignition relay and LED Indicator	\$699.00
	ED45-VM	7300-0013	Integrator Utility Harness 11 circuits to console with DR40VM voltage monitoring adjustable timer And LED Indicator	\$784.00
POWER PREP - POWER DISTRIBUTION IN THE CENTER CONSOLE				
	CH40-0	7300-0044	Power Prep Console Harness, 4 Output, Mounts to 2" Console Face Plate (CH40-0) Console Mounted Fuse Panel Power Distribution Center with wires extending to the console	\$286.00
	CH40-LVM	7300-0045	Power Prep Console Harness, 4 Output, With DR40-VM Timer, LIND Power Connector, Mounts to 2" Console Face Plate (CH40-LVM), Console Mounted Fuse Panel Power Distribution Center with wires extending to the console	\$579.00
	CH40-VM	7300-0046	Power Prep Console Harness, 4 Output, With DR40-VM Timer, Mounts to 2" Console Face Plate (CH40-VM) Console Mounted Fuse Panel Power Distribution Center with wires extending to the console	\$499.00
	CH45-0	7300-0047	Power Prep Console Harness, 11 Output, Mounts to 2" Console Face Plate (CH45-0), Console Mounted Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center wires extend to the console	\$451.00
	CH45-VM	7300-0048	Power Prep Console Harness, 11 Output, With DR40-VM Timer, Mounts to 2" Console Face Plate (CH45-VM), Console Mounted Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center wires extend to the console	\$680.00
	UH933-0	7300-0049	Utility Harness, Battery Cable, Console Mount Fuse Panel: 6 Relayed Circuits, 3 Ignition Circuits, 3 Battery Hot (UH933-0), Console Mounted Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center wires extend to the console	\$600.00
	UH933-L	7300-0050	Utility Harness, Battery Cable, Console Mount Fuse Panel: 6 Relayed, 3 Ignition, 3 Battery Hot Circuits, LIND Connector (UH933-L), Console Mounted Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center wires extend to the console	\$729.00
	UH933-VM	7300-0051	Utility Harness, Battery Cable, Console Mount Fuse Panel: 6 Timed, 3 Ignition, 3 Battery Hot Circuits, DR40-VM Timer (UH933-VM), Console Mounted Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center wires extend to the console	\$817.00
	UH933-VML	7300-0052	Utility Harness, Battery Cable, Console Mount Fuse Panel: 6 Timed, 3 Ignition, 3 Battery Hot Circuits, DR40-VM Timer, LIND Connector (UH933-VML), Console Mounted Fuse Panel, 125A Master Fuse, Master Cutoff switch Power Distribution Center wires extend to the console	\$916.00

			PROTECTOR SERIES - POWER DISTRIBUTION CENTERS FUSE PANELS	2016 List Price
	FD-B6	7300-0053	Protector Fuse Panel, 100 Amp, 6 Outputs, Screw Term (FD-B6)	\$76.00
	PD-B11	7300-0027	Protector Fuse panel, 11 outputs Split, 6 (100 AMP), 5 (40 Amp)	\$90.00
	PD-B12	7300-0054	Protector Fuse Panel, 100 Amp, 12 Outputs, Screw Term (PD-B12)	\$90.00
	PRT-11	7300-0014	Protector Series Fuse Panel 11 circuits with ignition relay	\$269.00
	PRT-11-VM	7300-0016	Protector Series Fuse Panel 11 circuits with ignition relay and DR40-VM Voltage Sensing Programmable Timer	\$460.00
			PROTECTOR SERIES - DELAY SHUT DOWN TIMERS & ACCESSORIES	2016 List Price
Code	MNSTAR Part Number	Gamber-Johnson Part Number		
	DR40-VM	7300-0026	Delay shut down timer Voltage Sensing Programmable up to 2 Hour, 30 AMP Load, Diagnostic LED indicator, plug-in timer used with the 00-1705 Pigtail	\$184.00
	PV40-VM	7300-0017	Kit DR40-VM timer, Voltage sensing, 25 AMP load, 00-1705 pigtail	\$204.00
	PK40VMR	7300-0018	Kit DR40-VM timer, Voltage sensing, 00-1705 pigtail, 130/300 AMP relay and wiring	\$458.00
	00-1705	7300-0023	Pigtail and Connector for DR40 Series Timers	\$38.50
	SK1502	7300-0055	200 Amp Master Relay Kit	\$187.00
	SK1550	7300-0056	75 Amp Relay with Relay Control Connector	\$58.00
	DR-300	16019	Ruggedized USB Power Hub	\$638.00
			PROTECTOR SERIES - BATTERY CABLES	2016 List Price
Code	MNSTAR Part Number	Gamber-Johnson Part Number		
	T2-BC	7300-0019	Integrator Battery Cable, Front Battery, 6 Gauge, with Master Switch and Master Fuse 125 Amp	\$383.00
	T3-BC	7300-0020	Integrator Battery Cable, Rear Battery, 6 Gauge, with Master Switch and Master Fuse 125 Amp	\$251.00
	TW2-BC	7300-0021	Integrator Battery Cable, Mid-Ship Battery, 6 Gauge, with Master Switch and Master Fuse 125 AMP	\$228.00
			INSTALLER LEVEL 1 HARNESSES	2016 List Price
Code	MNSTAR Part Number	Gamber-Johnson Part Number		
	IFL1	7300-0057	Installer Front Battery, Level 1 Base Harness (IFL1) Installs under hood and thru the main Cabin of the Vehicle	\$468.00
	IFL1-AS2LEMBYY	7300-0058	Installer Front Battery, Level 1 with Sync, 2nd Speaker, Low Freq Speaker, Front Marker, Mirror and Mid-ship Lights and Dual Y Power Prep (IFL1-AS2LEMBYY) Installs under hood and thru the main Cabin of the Vehicle	\$860.00
INSTALLER BASE HARNESS OPTIONS (ADD THESE TO BASE (IFL1))				
	(A)	7300-0059	HARNESS OPTION - Vehicle Sense, Right Spot Light & Reproadcast (A)	\$43.00
	(S)	7300-0060	HARNESS OPTION - Sync Option, Provides Common Sync Wire at Each Lighthouse (S)	\$54.00
	(Z)	7300-0061	HARNESS OPTION - 2nd 100 Watt Siren Speaker, Wire Pair from Siren to Speaker (Z)	\$20.00
	(L)	7300-0062	HARNESS OPTION - Low Frequency Siren, 3 Wires from Siren to Speakers (L)	\$30.00
	(E)	7300-0063	HARNESS OPTION - Warning Lights at European Front Marker Light Locations (E)	\$30.00
	(M)	7300-0064	HARNESS OPTION - Side Mirror Warning Lights (M)	\$38.00
	(B)	7300-0065	HARNESS OPTION - Mid-Ship Lights at the B or C Pillar (B)	\$30.00
	(X)	7300-0066	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (X), Front Battery to Console	\$63.00
	(Y)	7300-0067	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (Y), Front Battery to Trunk Tray	\$78.00
	(Z)	7300-0068	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (Z), Rear Battery to Console	\$78.00
	(W)	7300-0069	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (W), Rear Battery to Trunk Tray - Braided	\$84.00
Installer Base Harness options above are added to the Base Level Harness. Customers may select none, one, or all of the options.				
			ACCESSORY HARNESSSES:	2016 List Price
(Additional installation support to augment Level 1 products)				
	00-AH01	7300-0070	Accessory Harness, Truck Rear Lights, 2 Rear Warning Lights (00-AH01), Console to Rear	\$97.00
	00-AH02	7300-0071	Accessory Harness, Truck Rear Lights, 2 Rear Warning Lights with Work Light 1 Near Cab (00-AH02)	\$128.00
	00-AH03	7300-0072	Accessory Harness, Truck Rear Lights, 2 Rear Warning Lights With Work Light 2 at Rear of Body (00-AH03)	\$134.00
	00-AH04	7300-0073	Accessory Harness, Truck Rear Lights, 2 Rear Warning Lights with Work Light 1 Near Cab & Work Light 2 at Rear of Body (00-AH04)	\$171.00
	00-AH20	7300-0074	Accessory Harness, Lift Gate Harness, 2 Two Color-Warning Lights, 2 Red/White Interior Lights, & 2 Warning Lights (00-AH20), Lift Gate	\$143.00
	00-AH21	7300-0075	Lift Gate Harness, 2 Two Color-Warning Lights, 2 Red/White Interior Lights, 2 Warning Lights & 2 Radio Speaker Pairs (00-AH21)	\$173.00
			RADIO POWER HARNESSSES: STAND ALONE POWER & GROUND CABLES	2016 List Price
	IRFC	7300-0076	Installer Radio Prep Power, 20 Amp, 10 Gauge, Braided (IRFC), Front battery to console	\$83.00
	(X)	7300-0066	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (X), Front Battery to Console	\$63.00
	IRFT	7300-0077	Installer Radio Prep Power, 20 Amp, 10 Gauge, Braided (IRFT), Front Battery to Rear of Vehicle	\$104.00
	(Y)	7300-0067	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (Y), Front Battery to Trunk Tray	\$78.00
	IRRC	7300-0078	Installer Radio Prep Power, 20 Amp, 10 Gauge, Braided (IRRC), Rear Battery to Console	\$104.00
	(Z)	7300-0068	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (Z), Rear Battery to Console	\$78.00
	IRRT	7300-0079	Installer Radio Prep Power, 20 Amp, 10 Gauge, Braided (IRRT), Rear Battery to Trunk Tray	\$84.00
	(W)	7300-0069	HARNESS OPTION - Radio Power, 20 Amp, 10 Gauge (W), Rear Battery to Trunk Tray - Braided	\$84.00

- Freight charges will be applied to all MNSTAR Product orders - Gamber-Johnson Reseller freight discounts do not apply
 - MNSTAR Merchandise returns subject to 35% restock fees. Special Order and "SO" designated SO Components, may not be cancelled after order is placed

Mobile Mounting Solutions, Inc. Vehicle Power Distribution Units				
Code	MMS Part Number	Gamber-Johnson Part Number	Product Description	2016 List Price
	VPLU-1011	7300-0039	MMS Vehicle Power Distribution Unit w/ shutdown timer	\$169.00
	VPLU-1014	7300-0040	MMS Vehicle Power Distribution Unit w/ shutdown timer & 2 USB charging ports	\$249.00
	MMAAPDU	7300-0041	MMS Auxiliary Power Distribution Unit	\$349.00

- Freight charges will be applied to all Mobile Mounting Product orders - Gamber-Johnson Reseller freight discounts do not apply
 - Mobile Mounting Merchandise returns subject to 35% restock fees.

Santa Cruz Gunlocks, LLC.
Distributor Price List Effective 03/01/2016

ASK ABOUT OUR NEWLY AVAILABLE TRIGGER GUARDS!

PART NO.	DESCRIPTION	MSRP
GUN LOCKS		
SC-6	GEN. 2 UNIVERSAL GUN LOCK	179.99
SC-5	STANDARD UNIVERSAL GUNLOCK (BUILT TO ORDER WHILE SUPPLIES LAST)	164.99
SC-1	PUMP SHOTGUN LOCK	104.99
SC-1BFR	AR-15 BUFFER TUBE LOCK	114.99
SC-1B	WEAPON BARREL GUN LOCK	109.99
SC-2	SHOTGUN LOCK WITHOUT KEY OVERRIDE	104.99
SC-1-AR	LARGE GUN LOCK	144.99
SC-2-AR	LARGE GUN LOCK WITHOUT KEY OVERRIDE	144.99
COMPLETE GUN RACKS		
NON-ADJUSTABLE GUN RACKS FOR ANY FLAT SURFACE		
SC-916-1	FIXED PUMP SHOTGUN RACK WITH SC-1 LOCK	194.99
SC-916-B	FIXED BARREL GUN RACK WITH SC-1-B LOCK	199.99
SC-916-AR	FIXED LARGE LOCK GUN RACK WITH SC-1-AR LOCK	234.99
SC-916-5	FIXED UNIVERSAL GUN RACK WITH NEW SC-6 XL LOCK	269.99
RAPID-ADJUST GUN RACKS FOR ANY FLAT SURFACE		
SC-917-5	RAPID-ADJUST UNIVERSAL GUN RACK WITH NEW SC-6 XL LOCK	274.99
SC-917-MR	RAPID-ADJUST MUZZLE DOWN RIFLE RACK WITH NEW SC-6 XL LOCK	274.99
SC-917-MS	RAPID-ADJUST MUZZLE DOWN SHOTGUN RACK WITH NEW SC-6 XL LOCK	264.99
ADJUSTABLE UNIVERSAL RAIL GUN RACKS FOR ANY FLAT SURFACE		
SC-920-1	UNIVERSAL RAIL PUMP SHOTGUN RACK WITH SC-1 LOCK	209.99
SC-920-B	UNIVERSAL RAIL BARREL GUN RACK WITH SC-1-B LOCK	214.99
SC-920-AR	UNIVERSAL RAIL LARGE LOCK GUN RACK WITH SC-1-AR LOCK	249.99
SC-920-5	UNIVERSAL RAIL GUN RACK WITH NEW SC-6 XL LOCK	284.99
SC-920-MR	UNIVERSAL RAIL MUZZLE DOWN RIFLE RACK WITH NEW SC-6 XL LOCK	284.99
SC-920-MS	UNIVERSAL RAIL MUZZLE DOWN SHOTGUN RACK WITH NEW SC-6 XL LOCK	274.99
SC-920-KSG	UNIVERSAL RAIL MUZZLE DOWN SHOTGUN RACK WITH NEW SC-6 XL LOCK	274.99
MUZZLE DOWN SETUPS		
SC-931-1	SHOTGUN MUZZLE DOWN SETUP WITH SC-1 GUN LOCK	204.99
SC-931-MS	SHOTGUN MUZZLE DOWN SETUP WITH NEW SC-6 XL LOCK & MUZZLE PLUG	269.99
SC-931-MR	RIFLE MUZZLE DOWN SETUP WITH NEW SC-6 XL LOCK & MUZZLE CUP	279.99
OVERHEAD SETUPS ON THE ROLL BAR		
SC-929-1	UNIVERSAL RAIL OVERHEAD PUMP SHOTGUN RACK WITH SC-1 LOCK	219.99
SC-929-B	UNIVERSAL RAIL OVERHEAD BARREL GUN RACK WITH SC-1-B LOCK	224.99
SC-929-AR	UNIVERSAL RAIL OVERHEAD LARGE LOCK GUN RACK WITH SC-1-AR LOCK	259.99
SC-929-5	UNIVERSAL RAIL OVERHEAD GUN RACK WITH NEW SC-6 XL LOCK	294.99
SC-934-1	FIXED OVERHEAD PUMP SHOTGUN RACK WITH SC-1 GUN LOCK	204.99
SC-934-1B	FIXED OVERHEAD BARREL GUN RACK WITH SC-1-B GUN LOCK	209.99
SC-934-AR	FIXED OVERHEAD LARGE LOCK GUN RACK WITH SC-1-AR GUN LOCK	244.99
SC-934-5	FIXED UNIVERSAL OVERHEAD GUN RACK WITH NEW SC-6 XL LOCK	279.99
SC-934-5-A	RAPID-ADJUST UNIVERSAL OVERHEAD GUN RACK WITH NEW SC-6 XL LOCK	284.99
SC-934-5-A-K9	RAPID-ADJUST UNIVERSAL K-9 GUN RACK WITH NEW SC-6 XL LOCK	284.99
MOUNTING BRACKETS WITHOUT GUN LOCK		
SC-915	FIXED PARTITION WALL WITH HINGED BUTT PLATE BRACKET - NO LOCK	95.99
SC-934	OVERHEAD GUN RACK COMPONENTS - NO LOCK	119.99
SC-934-A	RAPID-ADJUST UNIVERSAL OVERHEAD GUN RACK- NO LOCK	149.99
SC-929	UNIVERSAL RAIL OVERHEAD GUN RACK COMPONENTS - NO LOCK	169.99
SC-917	RAPID-ADJUST UNIVERSAL GUN RACK COMPONENTS - NO LOCK	84.99
SC-917-NL-MR	RAPID-ADJUST MUZZLE DOWN RIFLE RACK WITH NEW SC-6 XL LOCK	84.99
SC-917-NL-MS	RAPID-ADJUST MUZZLE DOWN RIFLE RACK WITH NEW SC-6 XL LOCK	69.99
SC-920	UNIVERSAL RAIL GUN RACK COMPONENTS - NO LOCK	129.99
SC-920-NL-MR	UNIVERSAL RAIL MUZZLE DOWN RIFLE RACK WITH CUP - NO LOCK	129.99
SC-920-NL-MS	UNIVERSAL RAIL MUZZLE DOWN SHOTGUN RACK	119.99
SC-931-NL-MR	RIFLE MUZZLE DOWN SETUP WITH CUP - NO LOCK	119.99
SC-931-NL-MS	SHOTGUN MUZZLE DOWN SETUP WITH PLUG - NO LOCK	107.99
SC-916-B	FIXED WALL/TRUNK RACK WITH BUTT PLATE	95.99
DUAL GUN RACKS		
SC-916-D-1-B	FIXED PUMP SHOTGUN & BARREL RACK WITH BOTH SC-1 & SC-1-B LOCKS	379.99
SC-916-D-1-AR	FIXED PUMP & LARGE RIFLE LOCK RACK WITH BOTH SC-1 & SC-1-AR LOCKS	409.99
SC-916-D-AR-AR	FIXED DUAL LARGE RIFLE LOCK GUN RACK WITH TWO SC-1-AR LOCKS	449.99
SC-916-D-AR-B	FIXED LARGE LOCK & BARREL RACK WITH BOTH SC-1-AR & SC-1-B LOCKS	414.99
SC-916-D-5-5	FIXED DUAL LARGE RIFLE LOCK GUN RACK WITH NEW SC-6 XL LOCKS	519.99
SC-917-D-1-5	FIXED PUMP SHOTGUN & ADJUSTABLE RIFLE RACK SC-1 & SC-6 XL LOCKS	449.99
SC-917-D-B-5-A	FIXED BARREL & SC-6 RAPID ADJUST GUN RACK WITH SC-1B AND NEW SC-6	454.99
SC-917-D-5-5-A	RAPID-ADJUST UNIVERSAL DUAL GUN RACK WITH TWO NEW SC-6 XL LOCKS	524.99
SC-920-D-1-B	UNIVERSAL RAIL SG & BARREL RACK WITH BOTH SC-1 & SC-1-B LOCKS	404.99
SC-920-D-1-AR	UNIVERSAL RAIL SG & RIFLE RACK WITH BOTH SC-1 & SC-1-AR LOCKS	439.99
SC-920-D-1-5	UNIVERSAL RAIL PUMP SHOTGUN & RIFLE RACK WITH SC-1 & SC-6 XL LOCKS	474.99

Santa Cruz Gunlocks, LLC.
Distributor Price List Effective 03/01/2016

ASK ABOUT OUR NEWLY AVAILABLE TRIGGER GUARDS!

SC-920-D-B-5	UNIVERSAL RAIL DUAL GUN RACK WITH SC-1B BARREL & SC-6 XL LOCKS	479.99
SC-920-D-5-5	UNIVERSAL RAIL DUAL GUN RACK WITH TWO NEW SC-6 XL LOCKS	544.99
SC-920-D-AR-AR	UNIVERSAL RAIL LARGE RIFLE LOCK GUN RACK WITH 2 SC-1-AR LOCKS	479.99
SC-920-D-AR-B	UNIVERSAL RAIL DUAL RACK WITH BOTH SC-1-AR & SC-1-B LOCKS	444.99

GUN RACKS FOR VEHICLES WITH NO PARTITION WALL

SC-922-1	FREE STANDING PUMP SHOTGUN RACK	249.99
SC-922-AR	FREE STANDING LARGE LOCK GUN RACK	289.99
SC-922-B	FREE STANDING BARREL GUN RACK	254.99
SC-922-5	FREE STANDING UNIVERSAL GUN RACK	324.99
SC-922-D-5-5	FREE STANDING DUAL UNIVERSAL GUN RACK	574.99
SC-922-D-1-5	FREE STANDING SHOTGUN & SC-6 GUN RACK	514.99
SC-924-1	COVERT OVERHEAD PUMP SHOTGUN RACK	249.99
SC-924-AR	COVERT OVERHEAD LARGE LOCK GUN RACK	289.99
SC-924-B	COVERT OVERHEAD BARREL GUN RACK	254.99
SC-924-5	COVERT OVERHEAD UNIVERSAL GUN RACK	324.99
SC-924-D-1-5	COVERT OVERHEAD DUAL SHOTGUN & SC-6 GUN RACK	514.99
SC-924-D-5-5	COVERT OVERHEAD DUAL UNIVERSAL GUN RACK	584.99

PART NO.	DESCRIPTION	LIST PRICE
-----------------	--------------------	-------------------

PARTS SOLD SEPARATELY

SC-1901	SOLID ALUMINUM BUTT PLATE	29.99
SC-1900	ADJUSTABLE STEEL BUTT PLATE	29.99
SC-1902	PUSHBUTTON SWITCH	9.99
SC-1903 #2	#2 KEY	2.99
SC-1903 #CA	#CA - BARREL KEY	6.99
SC-1909	GUN LOCK SOLENOID	16.99
SC-401	MUZZLE DOWN RACK UPRIGHT	16.99
SC-403	L MUZZLE PLATE FOR CUP OR PLUG	16.99
SC-404	MUZZLE FLUG	15.99
SC-502	18" LONG FLAT BAR	26.99
SC-503	24" LONG FLAT BAR	28.99
SC-6060	BARREL & BUFFER INSERT FOR SC-6 UNIVERSAL GUN LOCK	9.99
SC-6061	AR-15 BUFFER TUBE INSERT FOR SC-1 GUN LOCK	9.99
SC-7100	RAPID ACCESS RFID SYSTEM FOR ANY GUN RACK	139.99
SC-7009-A	ADJUSTABLE GUNLOCK TIMER	40.99
SC-9151	BUTT PLATE HINGE	28.99
SC-9301	BOTTOM HINGE	26.99
SC-932	ROLL BAR MOUNT	23.99
SC-9302	MOUNTING HINGE	37.99
SC-9303	FLAT MUZZLE PLATE	14.99
SC-9311	MUZZLE CUP	28.99
SC-9230	30" UNIVERSAL RAIL	34.99
SC-9236	36" UNIVERSAL RAIL	36.99
SC-9903	SQUARE BUTT PLATE BRACKET	28.99
SC-9906	U-BOLT	6.99
SC-9909	TAMPER RESISTANT HARDWARE UPGRADE FOR ANY GUN RACK	19.99
SC-9200	UNIVERSAL RAIL GUN RACK PRE ASSEMBLY UPGRADE	19.99
SC-SC	SAFE CYCLE FOR PATROL RIFLES	29.99
SC-FPP	HIGH SECURITY FRONT PIVOT PIN FOR PATROL RIFLES	24.99

TERMS:

FOB: Webster, New Hampshire
NET 30 Days, or COD CASH if a payment is overdue.
VISA, MC, Amex, and Discover are always accepted.
All shipping is UPS Ground unless otherwise specified.
Over 50 unit volume discounts are available.

Santa Cruz Gunlocks, LLC.

450 Tyler Rd. Webster, NH 03303

Phone: (603)746-7740

Order Phone: (800)847-5428

Fax: (603)746-7764

E-mail: info@SantaCruzGunlocks.com

WEB: www.SantaCruzGunlocks.com

IMPORTANT - IMPORTANT - IMPORTANT

PLEASE ALWAYS SPECIFY MANUAL KEY OVERRIDE TYPE: #2 OR #H

Available in Excel and .pdf formats.



TH and PPI SERIRES Modified Sine Wave

Item	Description	APS Wholesale Price	Retail Price	MAP
TH100-PPI	THOR 100 Watt Power Inverter with USB 2.1		\$24.99	
TH200-PPI	THOR 200 Watt Power Inverter with USB 2.1		\$39.99	
TH225	225W Modified Sine Wave Power Inverter 12 Volts, 450 Watt Peak		\$39.99	
TH400-S	400W Modified Sine Wave Power Inverter 12 Volts, 900 Watt peak		\$59.99	
TH750-S	750W Modified Sine Wave Power Inverter 12 Volts, 1600 Watt Peak		\$99.99	

THMS SERIES Modified Sine Wave

THMS-1000	THOR 1000 Watt Power Inverter with USB 2.1		\$189.99	
THMS-1500	THOR 1500 Watt Power Inverter with USB 2.1		\$289.99	
THMS-2000	THOR 2000 Watt Power Inverter with USB 2.1		\$399.99	
THMS-3000	THOR 3000 Watt Power Inverter with USB 2.1		\$599.99	
TH5000	THOR 5000 Watt Power Inverter with USB 2.1		\$699.00	

Inverter Accessories

Item	Description	APS Wholesale Price	Retail Price	MAP
TH001	Remote Control for 1000W, 1500W, 2000W, 3000W and 5000 Watt Inverter		\$19.99	
TH002	Push Button Remote Control with LED Light for 1000W, 1500W, 2000W, 3000W and 5000 Watt Inverter		\$19.99	
TH011	3' 8 Awg Battery Clips for use with TH750-S		\$19.99	
TH012	3' 12 Awg Battery Clips for use with TH225 and TH400-S		\$19.99	
TH013	3' 12V Male Accessory Plug Cable for Use with TH225 and TH400-S		\$19.99	
TH-IBS	Inverter Bypass Switch (Used with THOR Battery Isolator)		\$19.99	
TH-EXT	120 volt A/C outdoor Outlet Kit with 15 foot cord for use with THMS and THPS 1000 to 5000 watt inverters		\$69.99	

Inverter Cables Sets

Item	Description	APS Wholesale Price	Retail Price	MAP
Cable Set 4 Awg				
THCBL05FT4	4 Awg Cable Sets 5 Feet		\$53.99	
THCBL10FT4	4 Awg Cable Sets 10 Feet		\$85.99	
THCBL15FT4	4 Awg Cable Sets 15 Feet		\$117.99	
THCBL20FT4	4 Awg Cable Sets 20 Feet		\$149.99	
Cable Set 1/0				
THCBL05FT1/0	1/0 Cable Sets 5 Feet		\$81.99	
THCBL10FT1/0	1/0 Cable Sets 10 Feet		\$142.99	
THCBL15FT1/0	1/0 Cable Sets 15 Feet		\$203.99	
THCBL20FT1/0	1/0 Cable Sets 20 Feet		\$264.99	

Cable Set 2/0



2580 N. Powerline Rd., Ste 605
Pompano Beach, FL USA 33069

Toll Free : 877-251-4446
Direct : 954-633-5536
Web : www.allpowersupply.com



SETINA

POLICE VEHICLE EQUIPMENT
 2926 Yelm Highway SE Olympia, WA 98501
 PH:1-800-426-2627 FAX: (360) 459-0729

QUOTATION

Quote #: 11753
 Date: 03/08/2016
 Page 1 of 1

BILL TO:
DANA SAFETY SUPPLY 5221 WEST MARKET STREET GREENSBORO, NC 27409 USA

SHIP TO:
MIAMI, FL **QUOTE ONLY** MIAMI, FL 33126 USA

Customer Number ZFLDAN001	Sales Rep TP	Shipping Method GROUND	Payment Terms 2% 10 DAYS NET 30	Valid Through 04/07/2016
------------------------------	-----------------	---------------------------	------------------------------------	-----------------------------

Qty	u/m	Part Number	Description	Unit Price	Price Extended Price
4	EA	PK0120ITU12	#10VS UNCOATED POLY PARTITION 12-16 INTERCEPTOR UTILITY	\$649.00	\$649.00 \$2,596.00
4	EA	PK0123ITU122ND	#12VS 2ND EXPANDED METAL PARTITION 12-16 INTERCEPTOR UTILITY	\$399.00	\$399.00 \$1,596.00
4	EA	BK2017ITU16	PB450L2 ALUM BUMPER ION 16-16 INTERCEPTOR UTILITY THIS DOES NOT INLUDE UPCHARGED LIGHTS	\$699.00	\$699.00 \$2,796.00

Comments:CONTACT:

EDWIN SALGADO ESALGADO@DANASAFETYSUPPLY.COM

10YQ9257182-UNI

PLEASE CONTACT YOUR REGIONS REPRESENTATIVE, TANEE PILZ
 TANEEP@SETINA.COM ,WITH ANY QUESTIONS

This FREIGHT QUOTE EXPIRES on 04/07/2016 if ordering after that date
 please call for updated FREIGHT QUOTE

Subtotal: \$6,988.00
 Estimated Freight: \$508.00
 Quote Total: \$7,496.00

FREIGHT CHARGES DETERMINED BY ALL UNITS SHIPPING TOGETHER
DUE TO CHANGES IN FUEL SURCHARGES, FREIGHT QUOTES ARE SUBJECT TO CHANGE
WE ARE PLEASED TO SUBMIT THIS QUOTATION FOR YOUR CONSIDERATION
SHOULD YOU PLACE THIS ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION
ALL FREIGHT IS FOB OLYMPIA, WA

Authorized By: _____

Date: _____



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

10E

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: April 12, 2016

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

RECOMMENDED BY: Mayor Connie Leon-Kreps

PRESENTED BY: Mayor Connie Leon-Kreps

SUBJECT: Authorization to enter into a Joint Use Agreement between North Bay Village and the School Board of Miami-Dade County, Florida, for the improvements, maintenance and use of the Basketball Court located at Treasure Island Elementary School.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to enter into a Joint Use Agreement (Final Draft Form attached) with the Miami-Dade County School Board for the improvements, maintenance, and use of the Basketball Court located at Treasure Island Elementary School for the purpose of recreational activity for the youth of North Bay Village during after-school hours.

BACKGROUND:

This is a community project sponsored by Mayor Connie Leon Kreps in her efforts to provide activities for the youth of North Bay Village. Negotiations have taken place with School Board representatives along with the Mayor, the Manager, and our Public Works Director. The Commission approved the expenditure of up to \$30,000 for this project in the FY 2015-16 Budget.

BUDGETARY IMPACT:

Funds for this expense are currently available in Account Code 001-74-574-6430 entitled **Refurbishment of TIES Basketball Court.**

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

PERSONNEL IMPACT:

Village Police Officers will be responsible for the opening and closing of the entrance gate on the East Treasure Drive access on a daily basis as they currently perform these duties for our two parks. Hours of operation to be determined depending upon level of activity



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: April 4, 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 A PAYMENT PLAN WITH MIAMI-DADE COUNTY FOR A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY SCHOOL BOARD FOR IMPROVEMENTS, MAINTENANCE, AND USE OF THE BASKETBALL COURT LOCATED AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING A PAYMENT PLAN WITH MIAMI-DADE COUNTY FOR A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY SCHOOL BOARD FOR IMPROVEMENTS, MAINTENANCE, AND USE OF THE BASKETBALL COURT LOCATED AT TREASURE ISLAND ELEMENTARY SCHOOL; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the School Board of Miami-Dade County owns and has under its jurisdiction Basketball Courts at Treasure Island Elementary School in the Village; and

WHEREAS, it has become desirable and necessary for the citizens of North Bay Village to utilize the Basketball Courts in connection with the Village's recreational objectives; and

WHEREAS, the School Board and the Village wish to enter into an agreement for the improvements, maintenance, and use of the Basketball Courts in connection with the joint use of the Basketball Courts; and

WHEREAS, the Village Commission finds that the approval of the Joint-Use Agreement between North Bay Village and the School Board of Miami-Dade County is in the best interest of the Village.

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. Approval of Agreement. The Joint Use Agreement between the School Board of Miami-Dade County and North Bay Village for use of the Basketball Courts at Treasure Island Elementary School is hereby approved.

Section 3. Execution of Agreement. The Village Manager is authorized to execute the agreement on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

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 12th day of April 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton
Village Clerk

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

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

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 20__, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "**BOARD**"), and North Bay Village, a political subdivision of the State of Florida ("**VILLAGE**"). The BOARD and VILLAGE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH

WHEREAS, the BOARD and VILLAGE are mutually interested in providing and facilitating recreational programs, activities and facilities for the use and benefit of both the students of Treasure Island Elementary School (the "**School**"), located at 7540 East Treasure Drive, and the residents of the VILLAGE; and

WHEREAS, within the School property, the Board owns and has under its jurisdiction Basketball Courts (hereinafter referred to as the "**Courts**"); and

WHEREAS, the Parties are desirous of entering into this Agreement to allow joint use of the Courts, as described herein below; and

WHEREAS, joint use of the Courts will augment available recreational facilities for the use and benefit of the citizens of North Bay Village; and

WHEREAS, The School Board of Miami-Dade County, Florida, at its meeting of _____, 2016, School Board Agenda item F-_, Board Action # _____, approved entering into this Agreement; and

WHEREAS, North Bay Village, by the adoption of Resolution No. _____, at its meeting of _____, 20____, approved this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and VILLAGE agree as

follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

PREMISES TO BE JOINTLY USED

Effective with the Commencement Date of this Agreement (as defined in Article III below), the Parties agree to jointly use the Courts, together with all improvements currently located or to be constructed thereon, as more particularly described in **Exhibit "A"**, attached hereto and made a part hereof (the "**DEMISED AREA**").

III.

TERM

This Agreement shall be effective upon the date on which the last of the Parties initials or executes this Agreement (the "**Effective Date**"). The term of this Agreement shall be for a period of ten (10) years, commencing on the Effective Date of the Agreement (the "**Commencement Date**").

IV.

CONSIDERATION

The VILLAGE shall pay to the BOARD as consideration for use and occupancy of the DEMISED AREA throughout the term of this Agreement, and any renewal thereof, the sum of one dollar (\$1.00) per year in advance, beginning on the Commencement Date, and on the anniversary date of the Commencement Date each year thereafter.

V.

USE OF DEMISED AREA

Effective with the Commencement Date, the BOARD shall have full control, custody, right and use of the DEMISED AREA during regular school hours on regular school days, during any School run After-Care Program and during summer school (the "**BOARD'S Period of Use**"), as established annually through the BOARD'S approved Elementary School Calendar ("**School Calendar**"), or by the School. The VILLAGE shall have full control, custody, right and use of the DEMISED AREA at all other times throughout the term of this Agreement ("**VILLAGE Period of Use**"). However, should either Party require use of the DEMISED AREA for a special event or

function or any other reason during the other Party's Period of Use, such Party shall request said use through the other Party's designated representative, with a minimum of seventy-two (72) hours advance notice. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the other Party's operations or previous obligations.

The use of the DEMISED AREA by the VILLAGE for carnivals, fairs, exhibits, mechanical rides, midways, or the same or similar kinds of activities is expressly prohibited, and the sale or consumption of alcoholic beverages is expressly prohibited. Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, Village, State, or Federal government upon the DEMISED AREA.

The Parties agree that they shall secure and lock all perimeter gates at the completion of their respective Period of Use, and shall provide proper security and supervision of the DEMISED AREA during their respective Period of Use.

The VILLAGE, in addition to its own utilization of the DEMISED AREA, shall have the option of contracting with not-for-profit parties ("**Qualified Third Parties**") to use the DEMISED AREA to provide VILLAGE-sponsored recreational services and programs to the general public during the VILLAGE'S Period of Use. In that event, the VILLAGE shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the DEMISED AREA and other terms and conditions set forth in this Agreement, the same as if the VILLAGE itself were utilizing the DEMISED AREA. Further, the VILLAGE shall require such entities or groups to provide liability insurance, naming both the VILLAGE and the BOARD as additional insureds, in accordance with the rules and regulations established from time to time by the BOARD and VILLAGE for use of the DEMISED AREA. The VILLAGE shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD prior to such entity's use of the DEMISED AREA.

The Parties agree that the DEMISED AREA shall be closed from time to time to complete maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be as mutually agreed to by the BOARD and VILLAGE, or their respective designees, with the Parties to work cooperatively in this regard.

VI.

IMPROVEMENTS TO THE DEMISED AREA

As a condition of this Agreement, the BOARD shall make certain recreational site improvements to the DEMISED AREA, including, substantially, the resurfacing of the basketball

court and installation of new basketball poles/backboards, at the BOARD'S sole cost and expense.

As a condition of this Agreement, the BOARD shall make certain recreational site improvements to the DEMISED AREA, including, substantially, the installation of basketball court lighting, and installation of fencing ("**VILLAGE Improvements**"), and the VILLAGE shall reimburse the BOARD for the VILLAGE Improvements (inclusive of architectural and engineering fees, testing, surveys, and any other miscellaneous fees or services, if any) in an amount not-to-exceed Thirty Thousand Dollars (\$30,000). The Parties acknowledge and agree that the VILLAGE Improvements shall consist of, and be limited to, the following items:

- New 10 foot fencing enclosing the Basketball court;
- Two (2) 4 foot gates; and
- Repair existing basketball court lighting.

The VILLAGE shall reimburse the BOARD for the VILLAGE Improvements within thirty (30) days of receipt of an invoice, along with documentation verifying the actual cost of constructing the VILLAGE Improvements.

The VILLAGE agrees that, subsequent to installation of the VILLAGE Improvements by the BOARD, any future construction, major repairs, alterations or improvements made by the VILLAGE within the DEMISED AREA (collectively referred to herein as the "**Work**") may not be undertaken unless the plans are first submitted to and approved by the BOARD, or designee. As/if required, pursuant to a determination by the BOARD'S Building Official, plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the BOARD'S design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the BOARD. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the VILLAGE shall provide evidence of same to the BOARD prior to commencement of any Work. The VILLAGE'S contractors must be pre-qualified by the BOARD before commencing the Work or any construction activities on the DEMISED AREA. Unless otherwise agreed to by the Parties, the BOARD'S Building department shall be the entity responsible for reviewing and approving all

construction documents, issuing permits for construction and providing final acceptance of the Work taking place on the DEMISED AREA. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the BOARD'S Building department or other appropriate jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Regulations for Educational Facilities, and the BOARD criteria and standards, as the same may be amended from time to time. All permits shall be properly closed by the VILLAGE upon completion of the Work, and evidence of same, satisfactory to the BOARD, shall be provided. All Work shall be limited to those areas designated in the plans.

The VILLAGE shall cause any contractors doing Work within the DEMISED AREA to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims. In addition, the VILLAGE shall require its contractors to provide proof of insurance coverage in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its members, officers and employees", as additional insured on the Commercial General Liability Insurance.

The VILLAGE covenants and agrees that it shall indemnify, hold harmless and defend the BOARD from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for Work initiated by the VILLAGE within the DEMISED AREA.

All improvements or facilities installed, operated and maintained by the VILLAGE within the DEMISED AREA pursuant to this Agreement shall become the property of the BOARD, without compensation due to the VILLAGE, at such time as the BOARD accepts installation of same as being final and in compliance with all appropriate regulations.

VII.

MAINTENANCE

Subsequent to the expiration or termination of Warranty coverage, if any, covering the VILLAGE Improvements, the VILLAGE, at the VILLAGE'S expense, shall be responsible for all maintenance, repair and upkeep of the VILLAGE Improvements, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times, including payment of all electrical

service. The VILLAGE is to provide its maintenance services during the VILLAGE'S Period of Use. However, to the extent necessary, and subject to the provisions of the Jessica Lunsford Act, the VILLAGE may access the DEMISED AREA during the BOARD'S Period of Use to provide certain maintenance that could not otherwise be provided during the VILLAGE'S Period of Use. Such access by the VILLAGE shall be scheduled with the School Administrator in advance.

The BOARD, at the BOARD'S expense, shall be responsible for all maintenance, repair and upkeep of all other recreational facilities located within the DEMISED AREA, as is necessary to keep the same in a good, safe, clean and code compliant condition at all times.

The Parties agree to collect and dispose of garbage and litter within the DEMISED AREA generated during their respective Period of Use. Each Party shall be responsible for making any required repairs to the DEMISED AREA, at its sole cost, where the other Party can clearly substantiate that such improvements were damaged as a result of the actions or negligence of the other Party.

VIII.

INSURANCE

The VILLAGE shall, on or before the Commencement Date, provide the BOARD with confirmation of the VILLAGE'S self-insurance program or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the BOARD, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time, and naming "The School Board of Miami-Dade County, Florida, its employees and agents", as additional insured on the Commercial General Liability Insurance.

IX.

UTILITIES AND OTHER SERVICES

In conformance with Article VI of this Agreement, the VILLAGE shall install separate electrical service and/or meters in its name to service the basketball court lighting, and shall pay for such service at its sole cost and expense. The BOARD shall be responsible for all other utility costs serving the DEMISED AREA, if any.

X.

INDEMNIFICATION AND HOLD HARMLESS

The VILLAGE does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the VILLAGE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the VILLAGE arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the VILLAGE. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless the VILLAGE, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify the VILLAGE from any liability or claim arising out of the negligent performance or failure of performance of the VILLAGE or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights

of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED AREA.

XII.

LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by the VILLAGE or any persons on or about the DEMISED AREA during the VILLAGE'S Period of Use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Subject to the limitations included within Section 768.28, Florida Statutes, the VILLAGE shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on or about the DEMISED AREA during the BOARD'S Period of Use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the VILLAGE, its agents, representatives or employees, or failure of the VILLAGE to perform its covenants under this Agreement. The VILLAGE shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

XIII.

ASSIGNMENT AND SUBLETTING

Other than as provided for in Article V, neither Party shall, at any time during the term of this Agreement, sublet in part or whole the DEMISED AREA, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the DEMISED AREA, or permit the DEMISED AREA to be occupied by other persons, firms, corporations, or governmental units, without the other Party's prior written consent, which may be withheld at each Party's sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement.

XIV.

OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, either Party shall have the right to extend this Agreement, under the same terms and conditions set forth herein, for two (2) additional terms of five (5) years each from the expiration of the original term or any renewal thereof, with the mutual agreement of the other Party, and provided such Party gives written notice to the other Party at least sixty (60) days prior to the expiration of the then current term. Approval of such renewal requests shall not be unreasonably withheld.

XV.

CANCELLATION

In addition to the provisions of Articles XVI and XXVIII, the BOARD and VILLAGE shall have the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least one hundred eighty (180) days prior to the effective date of said cancellation.

XVI.

DEFAULT

The BOARD shall notify the VILLAGE in writing regarding VILLAGE'S failure to perform or to comply with the terms and condition of this Agreement. If the VILLAGE fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of the VILLAGE's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the VILLAGE.

The VILLAGE shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide the VILLAGE with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, the VILLAGE shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

XVII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the Parties agree that each Party shall and may peaceably have, hold and enjoy the DEMISED AREA, without hindrance or interference by the other Party.

XVIII.

RIGHT OF ENTRY

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to the VILLAGE, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the DEMISED AREA during the VILLAGE'S Period of Use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the DEMISED AREA, provided such activities do not unreasonably interfere with the VILLAGE'S use of the DEMISED AREA.

XIX.

TAXES AND REGULATORY COMPLIANCE

The VILLAGE shall be responsible for payment of any taxes, fees or other assessments, including but not limited to sales tax, which may be imposed on the DEMISED AREA as a result of the use and occupancy of the DEMISED AREA by the VILLAGE.

In the event that upgrades, modifications or changes to improvements located within the DEMISED AREA are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the improvements as a result of the VILLAGE'S use and occupancy of the DEMISED AREA, the VILLAGE shall be responsible, at the VILLAGE'S expense, for any such upgrade, modification or change. In the event that upgrades, modifications or changes to improvements located within the DEMISED AREA are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the improvements as a result of the BOARD'S use and occupancy of the DEMISED AREA, the BOARD shall be responsible, at the BOARD'S expense, for any such upgrade, modification or change.

XX.

SURRENDER OF PREMISES

Except as otherwise provided in this Agreement, the VILLAGE agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DEMISED AREA to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. In addition, upon the expiration, cancellation or termination of this Agreement, the VILLAGE agrees, at the BOARD'S sole option, to remove any improvements or facilities constructed by the VILLAGE on the DEMISED AREA and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement. In the event the BOARD elects to retain said improvements constructed by the VILLAGE, the VILLAGE agrees to convey title to the improvements to the BOARD, without compensation due to the VILLAGE. The VILLAGE shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the DEMISED AREA. Any of the VILLAGE'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

The BOARD and the VILLAGE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and the VILLAGE and shall be incorporated as part of this Agreement.

XXII.

NON-DISCRIMINATION

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the DEMISED AREA. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the DEMISED AREA by a Party hereto has occurred, such event shall be treated as a Default hereunder.

XXIII.

LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

XXIV.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXV.

SEVERABILITY

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

XXVI.

WAIVER

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or the VILLAGE. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

XXVII.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight

mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Office of School Facilities
Attention: Chief Facilities Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1401
E-mail: JTorrens@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to the CITY:

Office of the Mayor
North Bay Village
1666 Kennedy Causeway
North Bay village, FL 33141

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of improvements, or changing periods or schedules of

use.

In addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Agreement, including without limitation, amending any exhibits to the Agreement, placing the VILLAGE in default, or renewing, extending, canceling or terminating the Agreement.

D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the BOARD and counsel for the VILLAGE may deliver Notice on behalf of the BOARD and the VILLAGE, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

XXVIII.

DAMAGE AND DESTRUCTION

Other than damage or destruction caused by the VILLAGE, as enumerated below, in the event the DEMISED AREA, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenable or unfit for the purposes intended, the BOARD may, at its sole option, either cancel this Agreement by giving written notice to the VILLAGE, or repair/replace the damaged/destroyed facilities, at the BOARD'S expense. In the event the BOARD elects to repair or replace the damaged/destroyed facilities, the BOARD shall repair or replace same, and place in a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the VILLAGE may, at its sole option, cancel this Agreement with ten (10) days advance notice.

The Parties agree that in the event of cancellation of the Agreement due to damage or destruction, the VILLAGE shall surrender the DEMISED AREA in compliance with Article XX of this Agreement.

Any damage or destruction sustained to the DEMISED AREA as a result of the actions of the VILLAGE, shall be repaired by the VILLAGE, at the VILLAGE'S sole cost and expense.

XXIX.

SIGNAGE

The VILLAGE may erect, at its sole cost and expense, identification signage within the DEMISED AREA, subject to the prior written approval of the BOARD, or its designee, and in conformance with all rules and regulations governing public schools.

Upon the termination, expiration or cancellation of this Agreement, the VILLAGE shall remove, at the VILLAGE'S expense, from the DEMISED AREA any signage erected by the VILLAGE, and restore the area to the same or better condition as existed prior to the VILLAGE'S installation of the signage.

XXX.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED AREA, or arising from the use or occupancy of the DEMISED AREA, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED AREA. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED AREA, or that arises at any time from use or occupancy of the DEMISED AREA.

The VILLAGE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED AREA or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED AREA, or the transportation to or from the DEMISED AREA of any Hazardous Substance.

The Parties shall, at their expense, comply with all applicable Environmental Laws with respect to the DEMISED AREA. The Parties shall, at their expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED AREA during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the VILLAGE with respect to the DEMISED AREA, then the VILLAGE shall, at its expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. Each Party shall promptly notify the other Party of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED AREA, and shall promptly provide the other Party with all information reasonably requested by the other Party regarding the use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED AREA.

The obligations and liability of the VILLAGE under this paragraph shall survive the expiration or termination of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

XXXI.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

XXXII.

SUBORDINATION

Notwithstanding any other provisions of this Agreement, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases, and the rights of

each school site and the rights of the Board under those leases and to all financing that may now or hereafter affect the leases or the school sites, or any portions thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the VILLAGE shall execute, within thirty (30) calendar days of request, any certificate that the BOARD may request.

XXXIII.

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &
ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

The VILLAGE acknowledges and accepts the authority of the BOARD to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access the VILLAGE'S records, its legal representatives', assigns' and contractors' records and the obligation of the VILLAGE to retain and to make those records available upon request, and in accordance with all applicable laws. The VILLAGE shall keep records to show its compliance with this Agreement. In addition, the VILLAGE'S assigns, contractors and subcontractors must make available, upon the BOARD'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The VILLAGE, its assigns, contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any construction work at the DEMISED AREA; and (b) the VILLAGE shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement. Upon termination of this Agreement all public records relating to this Agreement, in possession of the VILLAGE, its assigns, and, if applicable, its contractors and subcontractors, must be transferred to the BOARD at no cost to the BOARD. If records are stored electronically, the records must be provided in a compatible format to the BOARD's operating system.

The VILLAGE shall incorporate this provision into every contract that it enters into relating to the DEMISED AREA.

XXXIV.

USE OF FACILITY AS A REVENUE GENERATOR

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with BOARD Policies, relating to the DEMISED AREA, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the VILLAGE'S rights to peaceful enjoyment of the DEMISED AREA.

XXXV.

REPRESENTATIONS

The VILLAGE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the VILLAGE of its obligations under this Agreement, have been duly authorized by all necessary action of the VILLAGE, and do not contravene or conflict with any rules, regulations, policies or laws governing the VILLAGE, or any other agreement binding on the VILLAGE. The individual(s) executing this Agreement on behalf of the VILLAGE has/have full authority to do so.

The BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

XXXVI.

MISCELLANEOUS PROVISIONS

- A. **RECORDATION:** This Agreement may not be recorded by either Party.
- B. **EMINENT DOMAIN:** If all or portions of the DEMISED AREA are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The VILLAGE may pursue all available remedies for the taking but will have no interest in the award made to the BOARD.
- C. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

- D. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- E. **WAIVER OF TRIAL BY JURY:** The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other with respect to any matter arising under this agreement or the VILLAGE'S use or occupation of the DEMISED AREA.
- F. **BROKERS:** The VILLAGE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the VILLAGE ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.
- G. **PROMOTION:** Other than activities undertaken to promote the VILLAGE'S program(s) within the DEMISED AREA, the VILLAGE shall not be permitted to use the DEMISED AREA for promotion or advertising of any type or nature whatsoever.
- H. **USE APPROVALS:** The VILLAGE shall be responsible for determining and securing, at its sole cost and expense, all federal, state, county, municipal and/or other permits, licenses, use approvals, occupational licenses, certificates or approvals needed, if any, for the VILLAGE'S use and operations at the DEMISED AREA, prior to commencement of the Agreement.
- I. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.
- J. **TAX-EXEMPT STATUS:** In addition to the provisions of Article XIX of this Agreement,

the VILLAGE acknowledges and agrees that in the event the tax-exempt status of the DEMISED AREA is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the VILLAGE or a Qualified Third Party, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a default under this Agreement, and may result, at the BOARD'S sole option, in the automatic termination of this Agreement for cause, irrespective of Article XVI of this Agreement. Payment of any taxes so imposed shall be remitted to the BOARD within ten (10) days of receipt of notice, without demand.

XXXVII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto, constitute the entire agreement between the Parties and supersede all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and the VILLAGE.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the BOARD and VILLAGE have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

WITNESSES AS TO THE BOARD:

BOARD:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Print Name: _____

By: _____

Alberto M. Carvalho
Superintendent of Schools

Print Name: _____

Date: _____

RECOMMENDED:

Jaime G. Torrens
Chief Facilities Officer
Date: _____

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

School Board Attorney
Date: _____

TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES:

TO THE BOARD: APPROVED AS TO FINANCIAL SUFFICIENCY:

Office of Risk and Benefits Management
Date: _____

Treasurer
Date: _____

WITNESSES AS TO THE VILLAGE:

VILLAGE:
NORTH BAY VILLAGE

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Print Name: _____

ATTEST:

Village Clerk
Date: _____

**TO THE VILLAGE: APPROVED AS TO
LEGAL FORM AND SUFFICIENCY:**

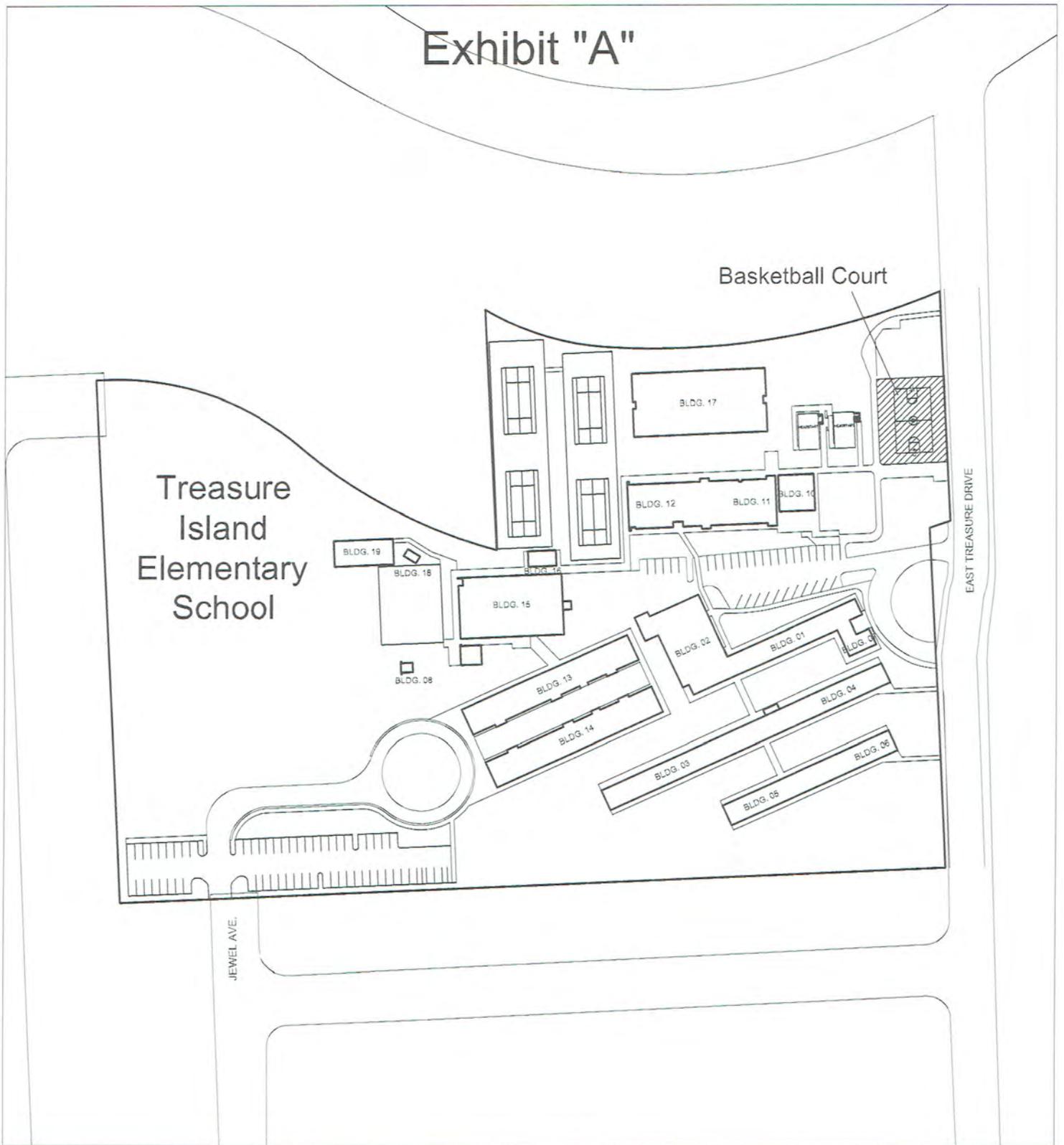
By: _____
Village Attorney
Date: _____

Exhibit "A"

Page 23 of 23

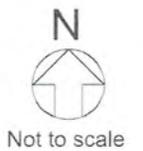
Joint Use Agreement/North Bay Village/Treasure Island Elementary School/ FINAL 4/5/16

Exhibit "A"



Legend

 Demised Premises





NORTH BAY VILLAGE POLICE DEPARTMENT

10F

RECOMMENDATION MEMORANDUM

DATE: March 17, 2016

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

RECOMMENDED BY STAFF/COMMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Carlos Noriega, Police Chief

SUBJECT: April Commission Agenda- Request to Execute Law Enforcement Mutual Aid Agreement.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Law Enforcement Mutual Aid Agreement with the Town of Medley Police Department.

BACKGROUND:

Execution of the agreement will allow for the sharing of law enforcement resources and the rendering of assistance amongst the agencies.

BUDGETARY IMPACT:

There will be no impact to the General Fund

PERSONNEL IMPACT:

North Bay Village Officers will assist the various municipalities should the need arise.

CONTACT:

Carlos Noriega, Chief of Police



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 25, 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, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE TOWN OF MEDLEY; AND SETTING 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 THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RELATING TO THE PUBLIC WELFARE, AUTHORIZING THE VILLAGE MANAGER, ON BEHALF OF THE NORTH BAY VILLAGE POLICE DEPARTMENT, TO ENTER INTO A LAW ENFORCEMENT MUTUAL AID AGREEMENT WITH THE TOWN OF MEDLEY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, it is the responsibility of North Bay Village and the Town of Medley to ensure the safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, North Bay Village and the Town of Medley have the authority under Chapter 23, Florida Statutes, Florida Mutual Aid Act, to enter into a Mutual Aid Agreement for the rendering of law enforcement assistance.

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. Approval of Agreement. The Mutual Aid Agreement between North Bay Village and the Town of Medley for law enforcement services is hereby approved.

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

Section 4. Execution of Agreements. The Village Manager and the Village Police Chief are authorized to execute the agreements on behalf of the Village subject to the approval as to form and legality by the Village Attorney.

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

The motion to adopt the foregoing Resolution was offered by _____,
seconded by _____. The votes were 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 12th day of April 2016.

Connie Leon-Kreps
Mayor

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

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

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

North Bay Village Resolution: Mutual Aid with the Town of Medley.



Jeanette Said Jinete
Chief of Police

March 9, 2016

Chief Carlos Noriega
North Bay Village Police Department
1700 John F Kennedy Causeway
Miami Beach, FL 33141
Re: Mutual Aid Agreement

Dear Chief Noriega:

Enclosed are three (3) originals of The Mutual Aid Agreement, which exists between the Town of Medley Police Department and the North Bay Village Police Department. Please sign and date all original copies and return two (2) of the fully executed originals to me.

Thank you for the continued support in this important matter of mutual interest. Should you require further assistance or have any questions, please feel free to contact me at (305) 883-2047.

Sincerely,

A handwritten signature in cursive script that reads 'Jeanette Said-Jinete'.

Jeanette Said-Jinete
Chief of Police

JSJ/ma

**COMBINED VOLUNTARY COOPERATION AND
OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT
BETWEEN
THE TOWN OF MEDLEY, FLORIDA AND
CITY OF NORTH BAY VILLAGE, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this ____ day of _____, 2016, by and between the TOWN OF MEDLEY, FLORIDA, a Florida municipal corporation, having its principal office at 7777 NW 72 Avenue, Medley, Florida 33166, and the CITY OF NORTH BAY VILLAGE, FLORIDA, a Florida municipal corporation having its principal office at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141, and states as follows:

WHEREAS, it is the responsibility of the governments of the Town of Medley, Florida, and the City of North Bay Village, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Town of Medley Police Department or the City of North Bay Village Police Department; and

WHEREAS, the Town of Medley and the City of North Bay Village are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and

- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

WHEREAS, the Town of Medley and the City of North Bay Village have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW, THEREFORE, BE IT KNOWN, that the Town of Medley, a political subdivision of the State of Florida, and the City of North Bay Village a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Medley and the City of North Bay Village for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for

example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Medley and the City of North Bay Village for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the Town of Medley and the City of North Bay Village for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the Town of Medley and the City of North Bay Village for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations.
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.
6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.

11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

b. CONFLICTS:

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

c. HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Employees of the Town of Medley and the City of North Bay Village when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURES

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701- 932.707, Florida Statutes, known as the "Florida Contraband Forfeiture Act," may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant of the provisions of the "Florida Contraband Forfeiture Act."

SECTION VIII: INSURANCE

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an

amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until _____, 2020. Under no circumstances may this agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

IN WITNESS WHEREOF, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this _____ day of _____, 2016.

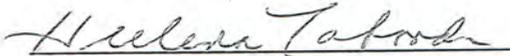


ROBERTO MARTELL
Town Mayor
Town of Medley, Florida
Date: 3-7-2016

Frank Rollason
Village Manager
City of North Bay Village, Florida
Date: _____

ATTEST:

ATTEST:



HERLINA TABORDA
Town Clerk
Town of Medley, Florida

Yvonne Hamilton
Village Clerk
City of North Bay Village, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
Town Attorney
Town of Medley, Florida

ROBERT L. SWITKES
City Attorney
City of North Bay Village, Florida



JEANETTE SAID-JINETE
Chief of Police
Town of Medley, Florida

Carlos Noriega
Chief of Police
City of North Bay Village, Florida



NORTH BAY VILLAGE POLICE DEPARTMENT

10G

RECOMMENDATION MEMORANDUM

DATE: March 28, 2016

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

RECOMMENDED BY STAFF/COMMISSIONER:
Frank Rollason, Village Manager

A handwritten signature in blue ink, appearing to be "FRANK ROLLASON".

PRESENTED BY STAFF:
Carlos Noriega, Police Chief

A handwritten signature in blue ink, appearing to be "CARLOS NORIEGA".

SUBJECT: April 2016 Village Commission Meeting
Police Radio Purchase from Miami-Dade County

RECOMMENDATION:

It is recommended that the Village Commission adopt the attached Resolution approving a payment plan with Miami-Dade County for the remaining balance of \$48,427.76, due from the purchase of 800 MHz radio equipment from the County in 1995.

It is further recommended that the Village Commission approve the expenditure of \$12,106.94 for the first annual payment that is due on June 30, 2016, from the General Fund Unassigned Fund Balance.

BACKGROUND:

In 1995, Miami-Dade County upgraded the County Radio Communication System to an 800 Megahertz Radio System. The County paid for the microwave towers, dispatch consoles, receivers and transmitters for the entire system. The County agreed to operate the system including the dispatching function.

1841 GALLEON STREET, NORTH BAY VILLAGE, FL 33141
MIAMI-DADE COUNTY
PHONE #305-758-2626 FAX #305-866-7513

On May 23, 1995, the Village Commission approved Resolution R 95-13 agreeing to participate in the County-wide radio system. The resolution also approved purchasing 800 MHz radios, a dispatch base station, batteries and chargers and other related equipment at a price of \$96,332.90. The County agreed to allow the Village to pay for the radios and equipment over a ten (10) year period. Due to the fact that three (3) of the ordered radios were not delivered, the County reduced the amount due to \$86,248.62. The Village paid a total of \$37,820.86, leaving a balance of \$48,427.76.

It is recommended that the Village Commission approve the payment plan from the County for four (4) annual payments of \$12,106.94, due by June 30, starting in 2016 and ending in 2019. The first payment will be funded from the General Fund Unassigned Fund Balance.

FINANCIAL IMPACT:

\$ 12,106.94 will be disbursed from the General Fund Unassigned Fund Balance.

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Frank K. Rollason, Village Manager
Carlos Noriega, Chief of Police



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: April 4, 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, APPROVING A PAYMENT PLAN WITH MIAMI-DADE COUNTY, FLORIDA FOR THE PURCHASE OF A POLICE RADIO SYSTEM; APPROVING THE EXPENDITURE OF \$12,106.94 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE FOR THE FIRST ANNUAL PAYMENT; AND SETTING 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A PAYMENT PLAN WITH MIAMI-DADE COUNTY, FLORIDA FOR THE PURCHASE OF A POLICE RADIO SYSTEM; APPROVING THE EXPENDITURE OF \$12,106.94 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE FOR THE FIRST ANNUAL PAYMENT; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, in 1993, Miami-Dade County installed a new 800 MHz Radio System infrastructure to serve all county departments together with the police departments of various municipalities, including North Bay Village; and

WHEREAS, in order to lessen the financial burden that would be imposed on these municipalities, the County agreed to purchase their police equipment together with its own, and allow the municipalities to reimburse the County for the cost over a period of time, not to exceed 10 years; and

WHEREAS, in 1995, Resolution No. 95-13 was adopted by the City Commission authorizing participation in Miami-Dade County new 800 MHz Trunked Radio System integrated with the County system, through an Interlocal Agreement; and

WHEREAS, the total amount due to Miami-Dade County was \$86,248.62. The Village has been informed that there remains a balance of \$48,427.76 due to the County; and

WHEREAS, Miami-Dade County provided a Payment Plan to the Village for four (4) annual installment payments of \$12,106.94 to be paid by June 30th, commencing in 2016.

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. Acceptance of Pay Plan: The Village Commission hereby accepts the Payment Plan from Miami-Dade County for payment of \$48,427.76 due for the cost of the 800 MHz Radio System being used by Police Dispatch.

Section 3. Authorization of Expenditure: The Village Commission hereby authorizes the Village Manager to expend \$12,106.94 from the General Fund Unreserved Fund Balance to Miami-Dade County for the first payment, as per the Payment Plan.

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 12th day of April 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: Approval of Payment Plan with Miami-Dade County for 800 MHZ Radios and Expenditure of \$12,106.94 from the General Fund Unassigned Fund Balance for the first payment.

800 MHz Project
North Bay Village Outstanding Balance
As of February 10, 2014

Principal Amount Due
 Payments Prior to 11/17/99
 Balance as of 11/17/1999
 Payments After 11/18/99
 Outstanding Balance

North Bay Village- PD0512	
Amount	Check Num.
\$ 86,248.62	
8,624.86	0025825 [12/30/97]
77,623.76	
8,625.00	031261 [12/13/99]
8,625.00	031262 [12/13/99]
11,946.00	033738 [4/13/01]
<u>\$ 48,427.76</u>	



OFFICE OF THE MAYOR
MIAMI-DADE COUNTY, FLORIDA

CARLOS A. GIMENEZ
MAYOR

March 15, 2016

Bert Wrains, Finance Director
1666 Kennedy Causeway Suite 300
North Bay Village, FL 33141

Subject: 800 MHz Radio Debt Financial Responsibility

Dear Mr. Wrains:

Thank you for agreeing to a payment plan for the City of North Bay Village's remaining financial responsibility towards the 800 MHz radio equipment purchased by the County in 1995 for the use by multiple municipalities. The following summarizes the agreed upon plan:

1. The principal balance of \$48,427.76 will be paid over four (4) years without interest.
2. Annual payments in the amount of \$12,106.94 each will be due by June 30, starting in 2016 and ending in 2019.
3. Payments will be made payable to Miami-Dade County and mailed to:

Miami-Dade County Finance Department
Attention: Maria Rivero, Assistant Controller
111 NW First Street, Suite 2620
Miami, FL 33128-1980

Should you have any questions, please feel free to contact Blanca Padron, Deputy Director, Finance Department at (305) 375-5246.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Marquez".

Edward Marquez
Deputy Mayor/Finance Director

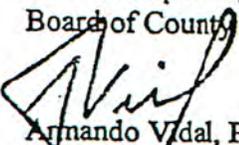
- c: Angel Petisco, Director, Information Technology Department
Blanca Padron, Deputy Finance Director
Maria Rivero, Assistant Controller, Finance Department
Cristina Mekin, Manager, Credit & Collection, Finance Department

MEMORANDUM

Not On
Agenda Item No. 5(A)(16)

To: Hon. Chairperson and Members
Board of County Commissioners

Date: December 19, 1995

From: 
Armando Vidal, P.E.
County Manager

Subject: Resolution Approving an
Interlocal Agreement with
Various Municipalities within
Dade County

RECOMMENDATION

It is recommended that the Board adopt the accompanying resolution which authorizes the County Manager to execute Interlocal Agreements with various Municipal Entities within Dade County to purchase 800 MHz radio equipment on their behalf.

BACKGROUND

The Communications Bureau of the Metro Dade Police Department provides the 911 dispatching for the County and for the police departments of 21 Municipal entities within Dade County. The other Municipalities have their own 911 centers and radio systems, with the exception of Homestead, which has its own radio system but the County transfers their 911 calls.

In June, 1993 the Board approved a contract with Ericsson General Electric for the installation of a new 800MHz radio system infrastructure to serve all county departments together with the police departments of the above-referenced municipalities. In order for this dispatching to continue, all of these municipal police departments are required to purchase new radio equipment that is compatible with the new system. To lessen the financial burden that would be imposed on these municipalities, the County agreed, several years ago that it would purchase their police equipment together with its own and it would allow the municipalities to reimburse the County for the cost of their radios over a period of time not to exceed ten years. Agreements for your approval have been received from the following 17 municipalities:

Biscayne Park	Medley	Opa Locka
El Portal	Miami Shores	South Miami
Florida City	Miami Springs	Sweetwater
Golden Beach	North Bay Village	Virginia Gardens
Hialeah Gardens	North Miami	West Miami
Indian Creek	North Miami Beach	

The remaining four municipalities, Bal Harbour, Bay Harbor Islands, Key Biscayne and Surfside have chosen not to use the agreement and have purchased the necessary equipment directly from the vendor.

Attachment A

MUNICIPAL 800mhz RADIO EQUIPMENT REQUIREMENTS

MUNICIPALITY: NORTH BAY VILLAGE

DATE: APRIL 20, 1995

EQUIPMENT:

DESCRIPTION	MODEL	QUANTITY	PRICE	TOTAL
Portable Radio	M-RK Scan	8	\$2,503.00	\$20,024.00
Portable Radio	M-RK	22	\$2,209.00	\$48,598.00
Mobile Radio	Orion	8	\$1,624.16	\$12,993.28
Mobile Key Pad	Orion	2	\$1,773.16	\$3,546.32
Motorcycle Radio	Orion	2	\$2,677.40	\$5,354.80
Base Radio	Orion	0	\$5,563.78	\$0.00
Gang Charger		2	\$448.50	\$897.00
Single Charger		2	\$74.75	\$149.50
Speaker Mike		20	\$108.00	\$2,160.00
Battery		30	\$87.00	\$2,610.00
			TOTAL	\$96,332.90

COMMENTS:

AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into as of this 19 day of Dec 1995, by and between Dade County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY") and the CITY of ^{North Bay} Village, a municipal corporation under the State of Florida, (hereinafter referred to as the "CITY.")

WITNESSETH:

WHEREAS, the COUNTY has acquired and will operate an 800 Megahertz trunking radio communications system for use by its police department and,

WHEREAS, the CITY desires to continue to be a part of the COUNTY's police radio communications network, and,

WHEREAS, the COUNTY and the CITY both endeavor to provide their citizens with the best possible police services supported by up-to-date technology.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the COUNTY and the CITY do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

ARTICLE ONE

Responsibilities of the COUNTY

The COUNTY agrees to:

1. Acquire a countywide 800 megahertz trunked radio communication system (hereinafter referred to as the "SYSTEM".) Acquisition of the SYSTEM will include all of the equipment that is required by the COUNTY, as well as the equipment that will be required by the CITY. This equipment will include, but not be limited to, mobile radio units, hand-held radios, transmitters, receivers, protocols, training materials, etc.

2. Insure that the SYSTEM is fully operational prior to disconnecting the existing radio communication system, so that the CITY's Police Department will not experience a loss of radio communications.

3. Insure that once the SYSTEM has been tested and is fully operational, it will continuously maintain all components of the SYSTEM

that have not been purchased by the CITY. This equipment may include, but not be limited to, microwave towers, dispatcher consoles, and receivers and transmitters.

4. To provide trained and qualified personnel to operate the SYSTEM on a seven (7) days a week, 24 hour a day basis. These employees may include, but not be limited to, dispatchers, communications engineers and maintenance technicians.

5. To insure that the SYSTEM will provide the CITY with police radio communications that will be effective throughout its entire geographic jurisdiction.

ARTICLE TWO

Responsibilities of the CITY

The CITY agrees to:

1. Purchase from the COUNTY, in accordance with Article Three, all equipment that will enable it to transmit and receive information over the COUNTY's 800 megahertz system. The quantities, types, and costs of the equipment are detailed in Attachment "A", which is incorporated into the body of this AGREEMENT herein by reference.
2. Maintain all functional records and accounts that relate to this AGREEMENT in accordance with generally accepted accounting principals (GAAP) and provide the COUNTY, the Florida Department of Law Enforcement, or the Federal Bureau of Investigation access to said accounts and records for auditing purposes for a period three years after the termination of the AGREEMENT.

ARTICLE THREE

Financing and Reimbursement Terms

As stipulated in Article One, Responsibilities of the COUNTY, the COUNTY will make all the necessary arrangements to purchase the entire SYSTEM. Included in the purchase will be all of the items required by the CITY's Police Department (described in attachment "A".)

The CITY agrees to reimburse the COUNTY for the cost of this equipment on a monthly basis over a period of up to 10 years. Should the County choose to finance any or all of the purchase of the System, the CITY agrees to include its prorata share of the debt service payments incurred by the COUNTY in the monthly reimbursement. The CITY will submit payments to the County's Finance Department on the 1st day of each month, until the debt instrument is retired by the COUNTY.

ARTICLE FOUR

Right to Offset

If for any reason the CITY fails to meet its financial obligations as set forth in this AGREEMENT, the COUNTY reserves the right to offset any other sums due the CITY from any source whatsoever in an amount equal to the CITY's obligations under Article Three of this Agreement.

ARTICLE FIVE

Indemnification and Hold Harmless

The CITY agrees to indemnify and save the COUNTY harmless from any and all claims, liability, losses and causes of actions arising out of any willful or negligent act, error or omission of the CITY, its officers or employees, to the extent authorized by 768.28 (1987), the laws of the State of Florida, incidental to the utilization by the CITY of any services provided by the COUNTY under this AGREEMENT; and to the extent of any such claim, liability, loss or cause of action, shall pay all such claims and losses and costs and judgments which may issue thereon, as well as any attorney's fees incurred.

ARTICLE SIX

Cancellation

Either party shall have the right to cancel this AGREEMENT, without penalty or stated cause, by giving the other party ninety (90) days advance written notice by certified mail.

ARTICLE SEVEN

Correspondence

It is understood and agreed that any notices or other written communications that result from or are related to this AGREEMENT shall only be considered delivered when done so by certified mail.

ARTICLE EIGHT

Settlement of Disputes

The CITY agrees that the COUNTY Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise under or by reason of this AGREEMENT and the rendering of services and performance of obligations hereunder, and that the COUNTY's decisions hereunder shall be binding upon the parties hereto. Nothing contained in this AGREEMENT prevents either party from seeking satisfaction through a court of competent jurisdiction.

ARTICLE NINE

Term of the Agreement

The duration of this AGREEMENT shall be indefinite and all of its terms and conditions shall remain in full force and effect until such time that the AGREEMENT is terminated or modified by mutual consent and adopted by appropriate action of the Board of COUNTY Commissioners.

ARTICLE TEN

Insurance

The Municipality shall furnish to Dade County Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Personal Property Coverage written on an "All Risk" replacement cost basis to cover 100% of the value of the equipment. Dade County must be shown as an additional insured as their interest may appear and as a Loss Payee as respects this coverage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest (1986 or later) edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

ARTICLE ELEVEN

Assignments

The CITY's obligations hereunder are not assignable. - The CITY shall not assign, transfer, pledge, hypothecate, surrender, or otherwise encumber or dispose of any of its rights under this contract, or any interest in any portion of same, without the prior written consent of the COUNTY.

ARTICLE TWELVE

The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this AGREEMENT. No representations or warranties shall be binding upon either party unless expressed in writing herein.

ARTICLE THIRTEEN

Modifications

This AGREEMENT may not be altered, changed or modified except by or with the written consent of the COUNTY and approved by appropriate action of the Board of County Commissioners and the City of North Bay Village Commission.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

By: Beatris M. Arguelles
Beatris M. Arguelles
City Clerk

City of North Bay Village
By: James DiPietro
James DiPietro
City Manager

ATTEST:

HARVEY RUVIN, CLERK

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: Elizabeth Adun...
DEPUTY CLERK



By: Ann T. Hudak
COUNTY MANAGER

RESOLUTION NO. R95-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, RELATING TO ACQUIRING A NEW POLICE RADIO SYSTEM; APPROVING AN INTERLOCAL AGREEMENT WITH DADE COUNTY WHEREBY THE COUNTY WILL SELL TO THE CITY AN 800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM INTEGRATED WITH THE COUNTY SYSTEM; SETTING AN EFFECTIVE DATE.

WHEREAS, Metro Dade County is in process of implementing a new 800 MHZ Trunked Radio System designed to include the City of North Bay Village (among other cities); and

WHEREAS, the City Commission desires for the City to participate in such system which will require the City to enter into an Interlocal Agreement with Dade County and to purchase certain equipment at a total cost of \$96,332.90 payable in installments; and

WHEREAS, the City Commission has reviewed the Interlocal Agreement with schedule of equipment attached, which Agreement and attachment, are spread upon the records of this meeting and made a part of this resolution by reference and marked "Exhibit 1" and the City has further found that entry into the Agreement and expending the funds required will serve the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of North Bay Village as follows:

Section 1: That Interlocal Agreement with schedule attached referred to as "Exhibit 1" is hereby approved.

Section 2: The Manager is hereby authorized to:

(a) Execute the Interlocal Agreement attached as Exhibit A.

(b) Execute all other necessary documents, instruments and agreements with the County reasonable and necessary in the implementation of the program.

Section 3: This resolution shall become effective upon adoption.

PASSED AND ADOPTED this 23rd day of May, 1995.

Attest: Beatris M. Arguelles
Beatris M. Arguelles,
City Clerk

1st Paul Vogel
DR. PAUL VOGEL, MAYOR

APPROVED AS TO FORM :

Murray H. Dubbin
Murray H. Dubbin,
City Attorney

FINAL VOTE AT ADOPTION:

Mayor Paul Vogel
Vice Mayor Irving Leighton
Commissioner Alvin M. Blake
Commissioner George Rodriguez
Commissioner Deborah Mash-Geller

Yes
Yes
Yes
Yes
Yes

C:\DUBBIN\NORTHBAY.VIL\RESOLUTI\INTERLOC.AGR

I, BEATRIS M. ARGUELLES, CITY CLERK OF THE CITY OF NORTH BAY VILLAGE HEREBY CERTIFY THIS TO BE A TRUE AND EXACT COPY OF THE ORIGINAL THEREOF MAINTAINED IN THE FILES OF THIS OFFICE

DATED THIS 23rd DAY OF May, 1995

SIGNED Beatris M. Arguelles

RESOLUTION NO. R-1730-95

RESOLUTION AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENTS WITH VARIOUS MUNICIPAL ENTITIES WITHIN METROPOLITAN DADE COUNTY TO PURCHASE 800 MEGAHERTZ RADIO COMMUNICATIONS EQUIPMENT ON THEIR BEHALF; AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves an agreement between Dade County and various municipal entities within Metropolitan Dade County listed in the accompanying memorandum, in substantially the form of one of the agreements attached hereto and made a part hereof; and authorizes the county Manager to execute same for and on behalf of Dade County; and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner

Maurice A. Ferre, who moved its adoption, the motion was seconded by Commissioner Katy Sorenson, and upon being put to a vote; the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	aye
Betty T. Ferguson	aye	Maurice A. Ferre	aye
Bruce Kaplan	absent	Gwen Margolis	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboredo	aye
Katy Sorenson	aye	Javier D. Souto	aye
Arthur E. Teele, Jr.	absent		aye

The Chairperson thereupon declared the resolution duly passed
and adopted this 19th day of December, 1995.



Approved by County Attorney as
to form and legal sufficiency: *[Signature]*

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

BY: **KAY SULLIVAN**
Deputy Clerk



June 2, 1997

Chief Frederick B. Dunphy
North Bay Village Police Department
7903 East Drive
North Bay Village, Florida 33141

Dear Chief Dunphy:

In review of the correspondence that was sent to you on April 24, 1997, a discrepancy was found regarding the total cost to your department for 800 MHz radio equipment purchased under the Interlocal Agreement. In error, the cost for different models and accessories were inaccurately totaled, indicating a higher figure than what is actually due.

Enclosed is a spreadsheet reflecting the equipment ordered by your department and invoice for payment to Dade County. The corrected total cost for your department is \$93,812.42. Please make your check payable to "Board of County Commissioners."

I apologize for any inconvenience this may have caused. You may contact Hector Cuenca, Metro-Dade Finance Department, at 375-5080, Ext. 8907, if you have any questions regarding your department's payment arrangement.

If I can be of further assistance to you, please call me at 596-8180.

Sincerely,

A handwritten signature in cursive script that reads "Alfred R. Moore".

ALFRED R. MOORE
Commander

ARM/ds
Enclosures (2)

	MARK 1	MARK SCAN	MARK SCAN (E)	M-RK SYSTEM	ORION FRONT	ORION MOTOR	ORION SYSTEM	BASE STATION	REMOTE	SHLDR MIC	BATT	GANG CHARGE	SINGLE CHARGE	TOTAL COST
PRICE EACH	\$2,209.00	\$2,089.37	\$2,544.00	\$2,697.00	\$1,624.16	\$2,677.40	\$2,167.44	\$5,563.78	\$1,199.74	\$108.00	\$87.00	\$448.50	\$74.75	
MUNICIPALITY	22	8			8	2	2			20	30	2	2	
NORTH BAY VILL														
COST	\$48,598.00	\$16,714.96			\$12,993.28	\$5,354.80	\$4,334.88			\$2,160.00	\$2,610.00	\$897.00	\$149.50	\$93,812.42



METROPOLITAN DADE COUNTY INVOICE

INVOICE NUMBER 266330

DATE: June 2, 1997

TO: North Bay Village Police Department
7903 East Drive
North Bay Village, FL 33141

Chief Frederick B. Dunphy

FROM: DEPARTMENT: Finance

MAIL CHECK WITH
COPY OF INVOICE TO:

DIVISION: Controller's
Metropolitan Dade County
Finance Department
111 NW 1 Street, Suite 2620
Miami, FL 33128-1980

PLEASE MAKE CHECK PAYABLE TO: "BOARD OF COUNTY COMMISSIONERS". ATTN: Miriam Concepcion

TRANS. CODE	SUBSIDIARY #	INDEX CODE	PROJECT #
		CPR3141T2009	315020
For 800 MHz radio equipment under the Interlocal Agreement			
			\$93,812 42

00

7C 854 - 93,812.42
7C 853 86,248.62

October 29, 1997

Chief Frederick B. Dunphy
North Bay Village Police Department
7903 East Drive
North Bay Village, Florida 33141-3310

Dear Chief Dunphy:

Thank you for your recent letter regarding payment of 800 MHZ radio equipment purchased under the interlocal agreement. As indicated in Commander Alfred R. Moore's letter of June 2, 1997, your department's total cost for radio equipment ordered is \$93,812.42. In view of the fact that three radios (one M-RK 1 and two Orion Motorcycle radios) have not been delivered as of this date, the cost of these items has been deducted from the total currently due from your department. The revised amount due for equipment which has been delivered is \$86,248.62. The breakdown of cost for equipment is depicted on the enclosed spreadsheet.

An invoice is enclosed for your convenience. Please make your check payable to "Board of County Commissioners." You may contact Ms. Miriam Concepcion, Metro-Dade Finance Department, at 375-5080, if you have any questions regarding payment.

The Communications Bureau is making every effort possible to procure the remaining three radios your department ordered. These radios will be billed separately after they are obtained and delivered to your agency.

If you have any questions, please contact Commander Jose M. Camacho, of the Communications Bureau, at 596-8180.

Sincerely,

Carlos Alvarez
CARLOS ALVAREZ
Director

A

Enclosures (2)

Prepared by:

D. Paull
for Jose M. Camacho, Commander
Communications Bureau

REVIEWED BY:

D. Paull
Diane Paull, Chief
INFORMATION SERVICES DIVISION

REVIEWED BY

Irving Heller 10/29/97
IRVING HELLER, Asst. Director
Police Services
SUPPORT

H/Am
10-24-97



OFFICIAL RECEIPT
 METROPOLITAN DADE COUNTY-FLORIDA

No. 2273183

RECEIVED FROM CITY OF NORTH BAY VILLAGE
 ADDRESS OK# 0025825
 STREET ADDRESS

DATE 1, 12, 98
 MONTH DAY YEAR
 CASH \$
 CHECKS \$

AMOUNT OF: 8624 CITY STATE 86/100 ZIP
 DOLLARS, AND CENTS TOTAL \$ 8624.86

FOR PAYMENT OF: 900 MHZ 1st install. payment
 THIS RECEIPT NOT VALID UNLESS DATED, COMPLETED AND SIGNED BY AUTHORIZED EMPLOYEE OF DEPARTMENT.
 DEPT.: FINANCE DEPARTMENT BY: [Signature]
FOR OFFICE USE ONLY

TRANS	SUBSIDIARY	INDEX CODE	SUBJECT	AMOUNT
084131	DD0512	B314314	315020	
75				

IDENTIFICATION NUMBER: DATE: 12-30-97 CHECK NUMBER: CAPNBV-025825 NET AMOUNT: \$8,624.86

EIGHT THOUSAND SIX HUNDRED TWENTY FOUR DOLLARS AND 86 CENTS

PAY TO THE ORDER OF
 BOARD OF COUNTY COMMISSIONERS

[Signature]
 VOID AFTER 90 DAYS

⑈025825⑈ ⑆067008414⑆ ⑈0101040482⑈



OFFICIAL RECEIPT
MIAMI-DADE COUNTY-FLORIDA

No. 2746032

RECEIVED FROM CITY OF NORTH BAY VILLAGE

DATE 12, 20, 99
MONTH DAY YEAR

ADDRESS OK# 031261
STREET ADDRESS

CASH \$

CHECKS \$

AMOUNT OF: 8625 CITY STATE ZIP
DOLLARS, AND 00 CENTS

TOTAL \$ 8625.00

FOR PAYMENT OF: 800 MHZ PMT

THIS RECEIPT NOT VALID UNLESS DATED, COMPLETED AND SIGNED BY AUTHORIZED EMPLOYEE OF DEPARTMENT.

DEPT.: FINANCE DEPT. BY: [Signature]

FOR OFFICE USE ONLY

TRANS	SUBSIDIARY	INDEX CODE	SUBJECT	AMOUNT
34131	PDO512	B310314	PROJECT 315020	

107.01-1 5/98

PTION 2-990	1	12-08-99	01	8,625.00	8,625.00
-------------	---	----------	----	----------	----------

* TYPE (I) INVOICE (C) CREDIT MEMO (D) DEBIT MEMO

PLEASE DETACH BEFORE DEPOSITING ↓



City of
North Bay Village,
Florida

031261

UNION PLANTERS BANK
NORTH BAY VILLAGE OFFICE
NORTH BAY VILLAGE, FLORIDA 33141

63-841 01
670

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
N/A	12-13-99	CAPNBV-031261	\$8,625.00

EIGHT THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS AND 00 CENTS

MIAMI-DADE COUNTY BOARD
OF COUNTY COMMISSIONERS

[Signature]
Rafael Casal

VOID AFTER 90 DAYS

PAY TO THE ORDER OF

PDO512

⑈031261⑈ ⑈067008444⑈ ⑈0101040482⑈



OFFICIAL RECEIPT
MIAMI-DADE COUNTY-FLORIDA

No. **3073369**
4 / **20** / **01**
 MONTH DAY YEAR

RECEIVED FROM City of North Bay Village
 ADDRESS PK 033738
 STREET ADDRESS

CASH \$ _____
 CHECKS \$ _____
 TOTAL \$ **11946.00**

AMOUNT OF: **11946** CITY _____ STATE **FL** ZIP _____
 DOLLARS, AND _____ CENTS

FOR PAYMENT OF: **800 MHz PMT**

THIS RECEIPT NOT VALID UNLESS DATED, COMPLETED AND SIGNED BY AUTHORIZED EMPLOYEE OF DEPARTMENT.

DEPT.: FINANCE DEPT. By: _____

FOR OFFICE USE ONLY

TRANS	SUBSIDIARY	INDEX CODE	SUBJECT	AMOUNT
	131PDDSL	B310314		
		PJ-315020		

107.01-1 5/98



Florida

63-081 01
 NORTH BAY VILLAGE OFFICE
 NORTH BAY VILLAGE, FLORIDA 33141
 670

IDENTIFICATION NUMBER	DATE	CHECK NUMBER	NET AMOUNT
N/A	4-13-01	CAPNBV-033738	\$11,946.00

ELEVEN THOUSAND NINE HUNDRED FORTY SIX DOLLARS AND 00 CENTS

PAY TO THE ORDER OF

MIAMI DADE COUNTY BOARD OF COUNTY COMMISSIONERS
 111 NW 1ST STR., STE 2620
 MIAMI, FL 33128-1980

[Signature]

[Signature]

 VOID AFTER 90 DAYS

⑈033738⑈ ⑆067008414⑆ ⑈0101040482⑈



North Bay Village

10H

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: April 12, 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: Recommendation from the Community Enhancement Board for the approval by the Village Commission of the colors selected for the exterior painting of the Police Dispatch Center located at Galleon Street.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing Public Works to instruct the contract painter to paint the exterior of the Police Dispatch Center the colors selected by the Community Enhancement Board at their March 17, 2016 Board Meeting – sample colors attached.

BACKGROUND:

The exterior of the Police Dispatch Center is in the process of being painted. The Village Manager brought color selection charts to the Community Enhancement Board on March 17, 2016, and they took action by recommending to the Village Commission the attached 1st and 2nd choices for the Commission to consider.

BUDGETARY IMPACT:

Funds for the painting of the exterior of the Police Dispatch Center are available in the FY 2015-16 Budget Account Code 430-30-533-6201 entitled Buildings.

PERSONNEL IMPACT:

None

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

CONTACT:

Rodney Carrero, Public Works Director

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

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

MEMORANDUM

North Bay Village

DATE: April 4, 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, APPROVING A COLOR FOR PAINTING THE POLICE DISPATCH CENTER AT 1841 GALLEON STREET; SETTING AN EFFECTIVE DATE

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

FKR:ypb

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, APPROVING A COLOR FOR PAINTING THE POLICE DISPATCH CENTER AT 1841 GALLEON STREET; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village has refurbished the Police Dispatch Center at 1841 Galleon Street; and

WHEREAS, it is necessary to paint the building, which is faded and discolored in order to maintain the integrity of the building's exterior, as well as for the aesthetic appearance; and

WHEREAS, the Village Manager provided color selection charts to the Community Enhancement Board on March 17, 2016, seeking their recommendation for a color to paint the building; and

WHEREAS, the Community Enhancement Board recommended the following colors:

First Choice:

Quiet Teal for the Walls.
Elderflower for the Trim

Second Choice:

Bucolic Blue for the Walls
Stately White for the Trim

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 authorized to proceed with the project to paint the Police Dispatch Center with the _____ color recommended by the Community Enhancement Board.

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 12th day of April 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: Color for Painting Police Dispatch Center-APRIL 2016.

COMMUNITY ENHANCEMENT BOARD
EXTERIOR PAINT COLOR RECOMMENDATIONS
FOR
POLICE DISPATCH/PUBLIC WORKS OPERATIONS BUILDING

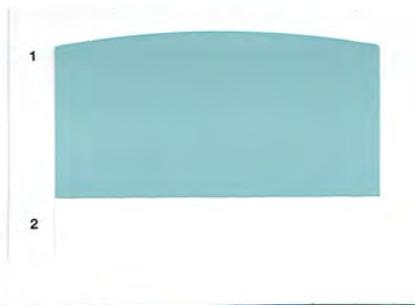
FIRST CHOICE



1 - Quiet Teal – Walls

2 - Elderflower - Trim

SECOND CHOICE



1 - Bucolic Blue – Walls

2 - Stately White - Trim



North Bay Village

10I

Administrative Offices

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

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

RECOMMENDATION MEMORANDUM

DATE: April 12, 2016

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

RECOMMENDED BY STAFF/COMMISSIONER:

Frank K. Rollason
Village Manager

PRESENTED BY STAFF:

Rodney Carrero-Santana, P.E.
Director of Public Works

SUBJECT: Bid No. 2015-001, Sanitary Sewer Rehabilitation Program, North Bay Village

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving the Village Manager's recommendation of Insituform Technologies, LLC as the lowest responsive bidder for Bid No. 2015-001 for the Sanitary Sewer Rehabilitation Program and authorizing the Village Manager to negotiate and enter into a contract with the company for performing the scope of services.

BACKGROUND:

North Bay Village's sewer sanitary system has been experiencing inflow and infiltration for some time. Verification and quantification with location are key to finding a solution to the problem.

North Bay Village selected the services of a consultant engineering firm to perform analyses of various studies that will allow North Bay Village to reduce the amount of inflow and infiltration in the system. The sanitary sewer collection system at North Bay Village has been in place for over 30 years. Over time the system has had corrections made to reduce the infiltration; however, we are still experiencing large volumes of ground water in the system due to infiltration.

The Village Commission adopted Resolution No. 2014-94 on October 14, 2014 authorizing Kimley-Horn & Associates, Inc. to provide professional services to develop Bid Documents to replace or repair associated sections of the sanitary sewer piping throughout the Village's Sanitary Sewer Collection System.

The Village solicited vendors for Bid No. NBV 2015-001 for the Village's Sanitary Sewer Rehabilitation Project. Three (3) companies: Insituform Technologies, LLC, Hinterland Group, Inc., and BLD Services, LLC responded to the Bid on January 29, 2015. An Evaluation Committee consisting of Gary Ratay, P.E., Project Engineer, Kimley-Horn & Associates, Inc., Karim Rossy, P.E. City Engineer, City of North Miami Beach, Bert Wraains, CGFO, Finance Director, Jay J. Fink, P.E., Assistant Public Works Director, Miami Beach, and Rodney Carrero-Santana, P.E., LEED AP, Public Works Director.

The Evaluation Committee determined that all three of the companies that responded could be considered as qualified and responsive to the Bid. As the lowest bidder, Insituform Technologies, LLC was recommended for the award.

The Village Manager hereby recommends, based upon the findings of the Evaluation Committee that Insituform Technologies, LLC be awarded the Bid for the Village's Sanitary Sewer Rehabilitation Project, as well as authorizing him to enter into a contract with the company for the scope of services outlined in the Bid Documents.

BUDGETARY IMPACT:

The Bid Amount is \$2,375,375.00.

North Bay Village is currently securing the funding from the State of Florida for this construction project. Upon securing the funding North Bay Village will execute a contract with the company to proceed with the project.

PERSONNEL IMPACT:

None

CONTACT:

Gary Ratay P.E., Kimley-Horn & Associates
Rodney Carrero-Santana, P.E., Director of Public Works



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: April 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 Resolution:

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDED BID NO. NBV 2015-001 FOR THE SANITARY SEWER REHABILITATION PROGRAM TO INSITUFORM TECHNOLOGIES, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE VILLAGE MANAGER, AND AWARDING BID NO. NBV 2015-001 FOR THE SANITARY SEWER REHABILITATION PROGRAM TO INSITUFORM TECHNOLOGIES, LLC; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO THE RELATED CONTRACTS PURSUANT TO THE SCOPE OF SERVICES OUTLINED IN THE BID DOCUMENTS; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, North Bay Village, in accordance with applicable State and local laws, has requested bids from qualified companies for the Village Sanitary Sewer Rehabilitation Program; and

WHEREAS, three (3) Bids were received from Insituform Technologies, LLC, Hinterland Group, Inc., and BLD Services, LLC; and

WHEREAS, an Evaluation Committee consisting of Gary Ratay, P.E., Project Engineer, Kimley-Horn & Associates, Inc., Karim Rossy, P.E. City Engineer, City of North Miami Beach, Bert Wrains, CGFO, Finance Director, Jay J. Fink, P.E., Assistant Public Works Director, Miami Beach, and Rodney Carrero-Santana, P.E., LEED AP, Public Works Director evaluated the proposals; and

WHEREAS, the Evaluation Committee recommended the award of Bid No. NBV 2015-001 for the Sanitary Sewer Evaluation Project to Insituform Technologies, LLC, as the lowest responsive bidder at a bid price of \$2,375,375.00; and

WHEREAS, the Village Manager hereby request that the Village Commission accepts the recommendation of Insituform Technologies, LLC as the lowest most responsive bidder for award of Bid No. NBV 2015-001 and permit authorization to enter into a contract for the scope of services for the Sanitary Sewer Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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. Award of Bid. Bid No. NBV 2015-001 for the Sanitary Sewer Evaluation Project is hereby awarded to Insituform Technologies, LLC at the Bid Price of \$2,375,375.00.

Section 3. Authorization of Village Officials. The Village Manager is authorized to enter into an agreement with Insituform Technologies, LLC for the scope of services outlined in Bid No. NBV 2015-001 attached hereto as Exhibit 1, subject to approval of State funding for the project and subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Fund Expenditure. The Village Manager is authorized to expend the necessary funds to implement the terms of the agreement with Insituform Technologies, LLC.

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 Jorge Gonzalez	_____
Commissioner Richard Chervony	_____
Commissioner Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED AND ADOPTED this ____ day of April 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: Award of Bid for Sanitary Sewer Rehabilitation Project-Insituform Technologies, LLC



North Bay Village

Frank K. Rollason, Village Manager's Office
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Insituform Technologies, LLC
Attn: Diane Partridge, Contracting and Attesting Officer
3016 U.S. Highway 301 North
Suite 900
Tampa, FL 33619
DPartridge@insituform.com

Notice of Award Pending Funding

Reference: Sanitary Sewer Rehabilitation Program North Bay Village
BID NO. NBV 2015-001- Evaluation Committee Meeting

North Bay Village has considered the bid submitted by your company for the above-described project in response to the invitation to bid NBV 2015-001. The bid for your company, Insituform Technologies, LLC in the amount of \$2,375,375.00 has been accepted for the construction of this project. This recommendation of award will be presented to the Village Commission on April 12, 2016.

North Bay Village is currently securing the funding from the State of Florida for this construction project which should be granted within a short period of time. Upon securing the funding North Bay Village will be issuing to your company, Insituform Technologies, LLC an agreement for execution.

Please sign below and return to North Bay Village via email.

All requirements of the bid documents will remain in effect upon execution of the agreement.

Thank you.

Sincerely,

Frank Rollason
Village Manager
frollason@nbvillage.com

Acceptance of the Notice of Award Pending Funding

By:
Diane Partridge
Contracting & Attesting Officer

Date: 3/29/16

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

PROPOSAL
SANITARY SEWER REHABILITATION PROGRAM
NORTH BAY VILLAGE

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Proposal or the Contract to be entered into, as principals, are named herein; and that this Proposal is made without connection with any other person, company, or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

That the Bidder has carefully and to his full satisfaction examined the attached Instructions to Bidders, General Conditions, Special Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans, and that he has read all addenda issued prior to the opening of Bids; and that he has made a full examination of the location of the propose work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work generally described as follows:

Sanitary Sewer Rehabilitation Program BID No. NBV 2015-001

Furnish all labor, equipment and materials to repair and rehabilitate North Bay Village's gravity sewer system. The project will include but not be limited to sanitary sewer lining, sewer lateral lining, point repairs, lateral replacement, sanitary manhole replacement/lining, system grouting, utility testing, removal of existing sanitary sewer to be replaced, maintenance of traffic, roadway restoration, site restoration, and all other appurtenances necessary for a complete project. Construction of this project will require close coordination with the Owner and Engineer. Maximum Construction Project Duration is Seven (7) Months.

It is proposed that the project herein described shall be constructed for the Total Bid Amount based on the Contract Unit Prices in this Proposal, all in accordance with the requirements and provisions of the Contract Documents. The Village at its sole discretion shall award this contract based on the Total Bid Amount and in accordance with Section 16 (Award of Contract) in the Instructions to Bidders.

TOTAL BID AMOUNT

\$ 2,375,375.00

TOTAL BID AMOUNT (IN WORDS) Two million, three hundred seventy-five thousand three hundred seventy-five dollars and zero cents

BID FORM

The following Bid Form is presented to assist the Village in evaluating the Bid. After award, the Village reserves the right to modify estimated quantities subject to the unit price, and eliminate line items if necessary. In the event of discrepancy or approved quantity change, the Unit Price for each item will govern. Payment shall be made for the items listed on the Bid Form on the basis of the Work actually performed and completed.

<u>Item</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Value</u>
1.	Mobilization, Bonds & Insurance	1	LS	<u>\$22,000.00</u>	<u>\$22,000.00</u>
2.	Maintenance of Traffic	1	LS	<u>\$57,500.00</u>	<u>\$57,500.00</u>
3.	8" Sanitary Sewer Liner	6,400	LF	<u>\$32.00</u>	<u>\$204,800.00</u>
4.	10" Sanitary Sewer Liner	700	LF	<u>\$47.60</u>	<u>\$33,320.00</u>
5.	12" Sanitary Sewer Liner	200	LF	<u>\$45.10</u>	<u>\$9,020.00</u>
6.	15" Sanitary Sewer Liner	200	LF	<u>\$77.30</u>	<u>\$15,460.00</u>
7.	18" Sanitary Sewer Liner	900	LF	<u>\$92.30</u>	<u>\$83,070.00</u>
8.	Sanitary Lateral Reinstatement	185	EA	<u>\$481.00</u>	<u>\$88,985.00</u>
9.	Sanitary Lateral Cleaning/CCTV - Prior to lining, No less than 6 feet up the lateral	50	EA	<u>\$310.00</u>	<u>\$15,500.00</u>
10.	Sanitary Lateral Cleaning/CCTV - Prior to lining, Additional after 6 feet	100	LF	<u>\$11.30</u>	<u>\$1,130.00</u>

11.	Sanitary Lateral Lining, No less than 6 feet up the lateral (Price includes cleanout if required)	50	EA	<u>\$3,950.00</u>	<u>\$197,500.00</u>
12.	Sanitary Lateral Lining, Additional after 6 feet	100	LF	<u>\$84.70</u>	<u>\$8,470.00</u>
13.	Sanitary Manhole Inspections/Lining	700	VF	<u>\$327.60</u>	<u>\$229,320.00</u>
14.	Sanitary Manhole Replacement	20	EA	<u>\$13,385.00</u>	<u>\$267,700.00</u>
15.	Sanitary Sewer Point Repair	20	EA	<u>\$14,570.00</u>	<u>\$291,400.00</u>
16.	Lateral Point Repair	50	EA	<u>\$5,365.00</u>	<u>\$268,250.00</u>
17.	Grouting	20	EA	<u>\$285.00</u>	<u>\$5,700.00</u>
18.	CCTV Entire Village System Post Completion of Work.	1	LS	<u>\$59,300.00</u>	<u>\$59,300.00</u>
19.	Site Restoration	1	LS	<u>\$16,950.00</u>	<u>\$16,950.00</u>
20.	Allowance	1	LS	<u>\$500,000.00</u>	<u>\$500,000.00</u>

TOTAL BID AMOUNT \$ 2,375,375.00

TOTAL BID AMOUNT (IN WORDS) Two million three hundred seventy-five thousand three hundred seventy-five dollars and zero cents

TRENCH SAFETY

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Fla.) effective October 1, 1990. The bidder further identifies the costs to be summarized below.

TRENCH SAFETY MEASURE <u>(DESCRIPTION)</u>	UNITS OF MEASURE <u>(LF, SY)</u>	UNIT <u>(QUANTITY)</u>	UNIT <u>COST</u>	EXTENDED <u>COST</u>
A. <u>Steel Plates / Trench Box</u>	<u>LS</u>	<u>1</u>	<u>\$5000.00</u>	<u>\$5000.00</u>
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____

Failure to complete the above may result in the bid being declared non-responsive.

QUALIFICATION REQUIREMENTS

Only those Bidders and Subcontractor(s) who are qualified will be considered as bona fide bidders. As Bidder, we certify to have constructed at least three (3) similar projects in the last five (5) year period as indicated by the following:

- | | | |
|----|---------------------|---|
| 1) | NAME OF PROJECT | <u>Citywide Rehabilitation Project</u> |
| | YEAR OF PROJECT | <u>2013-2014</u> |
| | OWNER OF PROJECT | <u>City of Venice, FL</u> |
| | OWNER TELEPHONE NO. | <u>(941) 486-2788</u> |
| | LOCATION OF PROJECT | <u>Venice, FL</u> |
| | DESIGNING ENGINEER | <u>Designed by Municipality</u> |
| | ADDRESS | <u>3510 E Laurel Rd., Nokomis, Florida 34275</u> |
| | SCOPE OF WORK | <u>Sanitary Main Line CIPP & CIPP Point Repairs</u> |
| | APPROXIMATE VALUE | <u>\$ 1.8 million</u> |
| | | |
| 2) | NAME OF PROJECT | <u>Pipelining Services Annual Contract</u> |
| | YEAR OF PROJECT | <u>2011-2015 (and ongoing to date)</u> |
| | OWNER OF PROJECT | <u>City of Naples, FL</u> |
| | OWNER TELEPHONE NO. | <u>(239) 213-4721</u> |
| | LOCATION OF PROJECT | <u>Naples, FL</u> |
| | DESIGNING ENGINEER | <u>Designed by Municipality</u> |
| | ADDRESS | <u>380 Riverside Circle, Naples, FL 34102</u> |
| | SCOPE OF WORK | <u>Mainline CIPP, MH Rehab, Lateral Rehab</u> |
| | APPROXIMATE VALUE | <u>\$ 1.5 million completed during dates shown</u> |
| | | |
| 3) | NAME OF PROJECT | <u>Park Manor Wastewater System Improvements</u> |
| | YEAR OF PROJECT | <u>2014</u> |
| | OWNER OF PROJECT | <u>Orange County Utilities</u> |
| | OWNER TELEPHONE NO. | <u>(407) 836-7876</u> |

LOCATION OF PROJECT	<u>Orlando, FL</u>
DESIGNING ENGINEER	<u>Orange County Utilities</u>
ADDRESS	<u>9150 Curry Ford Rd., Orlando, FL 32825</u>
SCOPE OF WORK	<u>Mainline CIPP, MH Rehab, Lateral Rehab</u>
APPROXIMATE VALUE	<u>\$ 350,000</u>

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- | | | |
|----|-----------------------|--------------------------------------|
| 1) | NAME OF SUBCONTRACTOR | <u>Proline Vector Servives, Inc.</u> |
| 2) | NAME OF SUBCONTRACTOR | <u>UIT, LLC</u> |
| 3) | NAME OF SUBCONTRACTOR | <u>BLD Services, Inc.</u> |

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 180 calendar days and all work within not more than 210 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.

The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

LOCATION OF PROJECT _____
 DESIGNING ENGINEER _____
 ADDRESS _____
 SCOPE OF WORK _____
 APPROXIMATE VALUE \$ _____

List Subcontractors and other persons and organizations proposed by the Bidder to perform portions of the work:

- | | | |
|----|-----------------------|---|
| 1) | NAME OF SUBCONTRACTOR | <u>Envirowaste Services Group, Inc.</u> |
| 2) | NAME OF SUBCONTRACTOR | <u>TV Diversified, Inc.</u> |
| 3) | NAME OF SUBCONTRACTOR | <u>LMK Pipe Renewal, LLC</u> |

NOTE: For additional Subcontractors: Copy this form and attach additional pages as needed.

If awarded the Contract, the undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which Notice of Award is received and to be substantially complete within 180 calendar days and all work within not more than 210 calendar days after date of receipt of written Notice to Proceed with such extensions of time as are provided for in the General Conditions.

The undersigned understands the contract time starts on date of Notice to Proceed.

There is enclosed a Bid Guarantee consisting of five percent (5%) of Total Bid Amount.

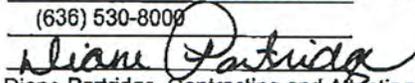
The undersigned furthermore agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after being awarded the contract, the check, bond or other security accompanying his bid and the money payable thereon, shall become the property of the Village, by forfeit as agreed and liquidated damages; otherwise the check or bond accompanying his proposal shall be returned to the undersigned.

The undersigned, if awarded the contract, agrees to furnish at time of signing of contract, Performance and Payment Bonds each in the amount of 100% of the contract as set forth in "Instructions to Bidders".

The undersigned states that this proposal is the only proposal for this project in which he is interested.

The undersigned further agrees to bear the full cost of maintaining all work until final acceptance.

SUBMITTED
FIRM NAME
BUSINESS ADDRESS
BUSINESS TELEPHONE
SIGNATURE OF RESPONSIBLE OFFICIAL
TITLE
STATE OF INCORPORATION

January 27, 2016
Insituform Technologies, LLC
17988 Edison Avenue, Chesterfield, MO 63005
(636) 530-8000

Diane Partridge, Contracting and Attesting Officer
Delaware

FULL NAMES & ADDRESSES OF
PERSONS OR PARTIES INTERESTED
IN THE FOREGOING BID, AS PRINCIPALS:
See attached List of Officers

Addenda No(s) 1,2,3,4,5,6 received and attached hereto.

INSITUFORM TECHNOLOGIES, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

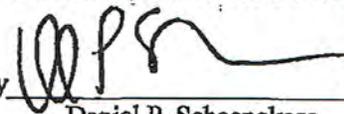
1. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointment by the President. The president of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

2. The President of the Company has, pursuant to the above authority, duly appointed Debra Jasper, Jana Lause, Ursula Youngblood, Diane Partridge, Laura M. Andreski and Whitney Schulte as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project; activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 23rd day of October, 2015.

INSITUFORM TECHNOLOGIES, LLC

By 

Daniel P. Schoenekase
Assistant Secretary



INSITUFORM TECHNOLOGIES, LLC
BOARD OF MANAGERS AND OFFICERS
Current as of October 1, 2015

<i>Board of Managers</i>
<i>Charles R. Gordon</i> Member, Board of Managers
<i>David A. Martin</i> Member, Board of Managers
<i>David F. Morris</i> Member, Board of Managers

<i>OFFICERS</i>
<i>Thomas E. Vossman</i> President
<i>David F. Morris</i> Executive Vice President, Chief Administrative Officer and Secretary
<i>David A. Martin</i> Executive Vice President
<i>Kenneth L. Young</i> Senior Vice President and Treasurer
<i>Daniel P. Schoenekase</i> Vice President, General Counsel and Assistant Secretary
<i>Heidi Wilkinson</i> Vice President- Human Resources
<i>Dennis Pivin</i> Vice President - Safety
<i>Dawn Landmann</i> Vice President – Taxation
<i>Larry Mangels</i> Vice President and Chief Financial Officer
<i>Kent Bartholomew</i> Assistant Secretary

Business Address for Officers and Board of Managers:
17988 Edison Avenue
Chesterfield, MO 63005



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

Addendum 1
Issued on January 7, 2016

BID NO. NBV 2015-001
FOR
SANITARY SEWER REHABILITATION
PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

All addenda must be acknowledged and be submitted with the Bid Package.

1. **Question**

Is the January 8th pre-bid meeting mandatory for all bidders?

Answer

Yes. The January 8, 2016 Pre-Bid Meeting is **MANDATORY** for all Bidders.

PROOF OF RECEIPT

Recipient

Signature:

Print Name:

Company:

Date:



Diane Partridge, Contracting and Attesting Officer

Insituform Technologies, LLC

1/8/16

SUBMIT WITH RFP RESPONSE

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

Addendum 2
Issued on January 8, 2016

BID NO. NBV 2015-001
FOR
SANITARY SEWER REHABILITATION
PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

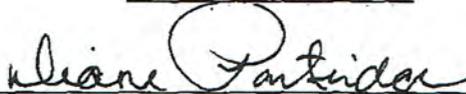
All addenda must be acknowledged and be submitted with the Bid Package.

1. Construction Documents – Sanitary Sewer Rehabilitation Project Plans Dated 8/03/2015 – Sheets CS, C-00, C-01 through C-06.

These plans supplement and are part of the RFP and construction specifications.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Company:
Date:



Diane Partridge, Contracting and Attesting Officer

Insituform Technologies, LLC

1/8/16

SUBMIT WITH RFP RESPONSE

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

Addendum 3
Issued on January 8, 2016

BID NO. NBV 2015-001
FOR
SANITARY SEWER REHABILITATION
PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

Pre-Bid Meeting Sign-In Sheet.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Company:
Date:



Diane Partridge, Contracting and Attesting Officer

Insituform Technologies, LLC

1/8/16

SUBMIT WITH RFP RESPONSE

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

Addendum 4
Issued on January 13, 2016

BID NO. NBV 2015-001
FOR
SANITARY SEWER REHABILITATION
PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

All addenda must be acknowledged and be submitted with the Bid Package.

1. **Question**

What is the estimated construction cost/budget for this project? Such as, \$50k? \$100k? \$500k? \$1m? \$5m? etc.

Answer

The estimated construction cost/budget for the project is \$3,400,000 including the \$500,000 allowance amount.

2. **Question**

What is the engineer's estimate of project for bonding purposes?

Answer

The engineer's estimate of the project for bonding purposes is \$3,400,000 including the \$500,000 allowance amount.

3. **Question**

What is the liquidated damages amount for bonding purposes?

Answer

Pursuant to Page 27 of the Contract Section, Article 3. CONTRACT TIME, Paragraph 3.2, Liquidated Damages are \$500 per day.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

4. **Question**

Assuming this is Question 6, Section 02958-C specifically specifies a "Raven Coating System" to be utilized for manhole restoration. Will there be an option to introduce possible substitutes or "equal to" coating system?

Answer

Yes, for review by the Village Engineer during the shop drawing review process.

5. **Question**

Will there be a specific dedicated allowance (sum or percentage) for "off-duty" police officers?

Answer

These charges will be deducted from the Allowance in accordance with the North Bay Village Police Department Rates at the time of construction.

6. **Question**

Will there be a specific dedicated allowance (sum or percentage) for required permitting?

Answer

Pursuant to page 76, Specification Section 01150, MEASUREMENT AND PAYMENT, Paragraph 3.01.A – Bid Item No.1 - Mobilization, Bonds, and Insurance, it is the Contractor's responsibility to research and include all permitting costs in Bid Item No. 1.

7. **Question**

Please specify what are "regular working hours"?

Answer

Pursuant to Section 96.15 of the Village Code, construction activities shall occur from 8:00 A.M. through 5:00 P.M., Monday through Friday.

8. **Question**

Bid item #2 – MOT. Please specify percentage of payment distribution for this Lump Sum line item.

Answer

Pursuant to page 76, Specification Section 01150, MEASUREMENT AND PAYMENT, Paragraph 3.01.B – Bid Item No.2 – Maintenance of Traffic (MOT), it is the Contractor's responsibility to estimate MOT costs based on work shown on the project plans and bid accordingly under Bid Item No. 2.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

9. **Question**

Bid Item #19 – Site Restoration. Please specify percentage of payment distribution for this Lump Sum line item.

Answer

Pursuant to page 81, Specification Section 01150, MEASUREMENT AND PAYMENT, Paragraph 3.01.N – Bid Item No. 19 – Site Restoration, it is the Contractor’s responsibility to estimate site restoration costs based on work shown on the project plans and bid accordingly under Bid Item No. 19.

10. **Question**

Is this a “lowest bidder award”? If not:

- a. Please provide “Evaluation Committee” check list or guide line detailing the basis of their review and subsequent recommendation.

Answer

The project will be awarded per Page 13 of the Instructions to Bidders, Section 16. AWARD OF CONTRACT, Paragraph 16.1.

PROOF OF RECEIPT

**Recipient
Signature:
Print Name:
Company:
Date:**



Diane Partridge, Contracting and Attesting Officer

Insituform Technologies, LLC

January 13, 2016

SUBMIT WITH RFP RESPONSE



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

*Addendum 5
Issued on January 19, 2016*

**BID NO. NBV 2015-001
FOR
SANITARY SEWER REHABILITATION
PROGRAM**

Issued by: North Bay Village

Notice to all Bidders:

All addenda must be acknowledged and be submitted with the Bid Package.

Question 1:

What is the bid bond amount – 5% or 10%?

Answer: 5%

Question 2:

Will the Village consider changing the 1 LS line item for cleaning the entire system? That really should be a unit price so that it can accurately get estimated and subsequently billed accurately based on unit prices.

Answer: Provide a Lump Sum cost based on the plans. Payment for the cleaning/CCTV inspection shall include two comprehensive printed reports, DVD, and Asbuilts.

Question 3:

Are the cleanouts mandatory, even if the lateral lining system does not require a cleanout for lateral lining installation?

Answer: Bid the project assuming cleanouts are required for laterals to be lined.

Question 4:

The plan rehabilitation notes mention smoke testing prior to lining. Is smoke testing really required or is cleaning/pre-CCTV inspection all that is necessary? There is no mention or specification for smoke testing in the bid documents/specs.

Answer: Smoke testing is not required and should not be included.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Question 5:

The plan rehabilitation notes also mention Calcium Aluminate (Sewpercoat) and SpectraShield as MH coating materials but that is contradictory with the specs. Can you clarify which MH coating materials are being specified and which are not?

Answer: Manhole coating systems are offered for reference only. Comply with the specification.

Question 6:

Have the lateral lining locations been identified?

Answer: Estimated quantities are included for bidding purposes. Actual locations will be determined in the field.

Question 7:

In what item/items are the roadway costs to be included? The measurement and payment descriptions for various line items say to include it in the individual line items, yet the restoration item measurement and payment also calls out roadway restoration (among many others). Please clarify.

Answer: The project does not have a unit cost or line item for roadway restoration. That work needs to be incorporated into the various line items as needed.

Question 8:

Will the roadway restoration consist of a permanent asphalt patch sawcut to the limits of our excavation, or is additional milling & resurfacing of the roadway also required? If so, what are the limits of the milling & resurfacing?

Answer: Permanent asphalt patch saw cut to provide a full lane restoration as per Miami-Dade County Public Works (MDCPW) specifications.

Question 9:

Please confirm the thickness of limerock base and asphalt required for the roadway restoration.

Answer: Limerock base thickness minimum 12-inches. Asphalt thickness minimum 2-inches.

Question 10:

What are the lengths of the proposed point repairs on the sewer main, should we assume a maximum and/or minimum length? How will we be paid if the repair extends beyond these limits?

Answer: Point repair unit cost to be based on a 10-foot length. That unit cost will be used for additional length as needed.

Question 11:

Is removal/replacement of unsuitable materials (i.e. muck) anticipated during the point repairs? Are soil borings available?

Answer: Yes, unsuitable material is likely. All backfill must be suitable fill in accordance to Miami-Dade Water and Sewer Department (MDWASD) specifications. Soil borings are not available.

Question 12:

What are the limits of the lateral point repairs? Is it just limited to the connection at the main? If not, how far up the lateral from the main should we assume needs to be replaced in our price? A detail depicting the limits of the lateral repairs would be helpful.

Answer: Lateral point repair unit cost to be based on a 10-foot length. That unit cost will be used for additional length as needed.

Question 13:

Section 02143 page 125 Part 2 (Products) 2.01 B paragraph 2 states “ *The minimum length shall be 36 inches (3 feet)* ” Pay item #11 is for no less than 6 feet.

Which is correct?

Answer: No less than 6 feet up the lateral.

Question 14:

Section 02113 page 102 Part 2 2.01 Equipment paragraph A. The standard camera equipment refers to a standard pan and tilt camera, but the contractor is required to inspect the lateral no less than 6 feet. Should that read pan & tilt with launching capabilities?

Answer: The camera equipment must have the ability inspect the laterals as specified.

Question 15:

According to the drawings there are approximately 45 – 50 Lateral Point Repairs, which is “Pay Item #16. If there are 185 Sanitary Lateral re-in statements (Pay Item #8) where are the 50 Laterals that have to be Clean/CCTV & Lined (Pay Item #9 & #11)?

Is there a list of laterals to be re-habilitated with a liner?

Is this an estimated amount of laterals to be lined?

If it is an estimated amount, than can we assume all 185 laterals have to be cleaned and CCTV a minimum of 6 feet.

Answer: The lateral reinstatement quantity is associated with lining the main lines. The lateral cleaning/CCTV/lining quantities are estimated quantities and will be determined in the field. Bid the quantities shown on the bid form to establish the unit costs.

Question 16:

Section 02140 page 119 section F. paragraph 2 “*The annular space between the mainline CIPP liner and EACH service lateral shall be fully sealed with chemical grout in accordance with the specification 02134 unless lining of the service lateral is required.*” This task is a separate crew, equipment, materials and at this time an un-known amount because that it is based on how many laterals are being lined. Should the grouting of laterals be a separate pay item and how many?

Answer: Include the cost of grouting in Bid item #8. Once in construction, the Village may request a deduction for grouting if the lateral is lined.

Question 17:

On the drawings supplied under the “*rehabilitation notes*” 1. *Contractor shall provide television inspection as well as smoke testing for all gravity sewer pipes before rehabilitation.*”

Is smoke testing required? (No Spec.)

Answer: Smoke testing is not required and should not be included.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

Question 18:

On the drawings supplied under the "rehabilitation notes" 2. Apply rehabilitation lining to existing manholes, must be calcium aluminate (sewercoat), multi-component stress panel (spectrashield) or approved equal."The manhole specifications do not reference these cementitious coatings products. It does reference resins / epoxy coatings. Are these coatings already on the walls of the manholes?

If so and have failed, is this what coatings the specification is referring to that has to be removed? Are the invert at the bottom of the manholes being lined?

Answer: Inspection and determination of manhole rehabilitation is required as part of Bid Item #13. The Manhole coating systems are offered for reference only. Comply with the specification.

Question 19:

The post inspection: Does this include all 185 laterals, or only the ones that were rehabilitated by trenchless and open cut?

Answer: Only the laterals that were rehabilitated. The post inspection is primarily intended for the main sanitary lines.

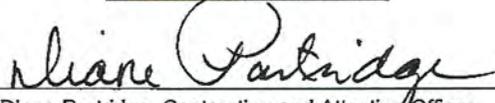
Question 20:

Where may water for various processes be procured from?

Answer: The contractor is required to obtain a construction water meter and the metered amount is to be paid by the contractor. That work needs to be incorporated into the various line items as needed.

PROOF OF RECEIPT

**Recipient
Signature:
Print Name:
Company:
Date:**



Diane Partridge, Contracting and Attesting Officer

Insituform Technologies, LLC

January 19, 2016

SUBMIT WITH RFP RESPONSE



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

*Addendum 6
Issued on January 20, 2016*

BID NO. NBV 2015-001
FOR
SANITARY SEWER REHABILITATION
PROGRAM

Issued by: North Bay Village

Notice to all Bidders:

All addenda must be acknowledged and be submitted with the Bid Package.

Question 1.

1. Section 02140, 1.02 Pre-Bid Submittals requires "...contractor is an approved applicator of the proposed lining system, with a minimum of 5 years' experience with the proposed product rehabilitation." We respectfully request this requirement be removed or re-worded to lessen requirements specificity to the "brand" of liner as well as the number of years. We are a CIPP lining contractor with over 3 years' experience performing these types of projects and can successfully perform all aspects of scope of this project. We request the CIPP lining experience at a minimum be required of the staff of the company and the number of years' experience be decreased to one year. Miami Dade Water and Sewer only requires one year of experience with CIPP. We welcome you to check their specification and make a reasonable decision in the interest of open, competitive bidding. Please let us know what changes can be made and the intent of the City and the State Funded Money. The best interest of the Village would be to remove this section entirely and evaluate bids once they are received. The Village should award to whom they feel comfortable and confident with, and who they deem a "responsible" contractor and not have their hands tied by specific requirements which were most likely originally written by a CIPP contractor and provided to NAASCO (organization most engineers pull CIPP requirements from).

By the appearance of the mandatory sign in sheet this project is very limited as to who can bid the cipp work, and based on what we see only Insituform can currently bid the work based on the qualification requirements as written and the mandatory prebid requirements. This does not sound like the type of bid the Village would like to see. We are happy to discuss this and answer any questions that may arise.

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

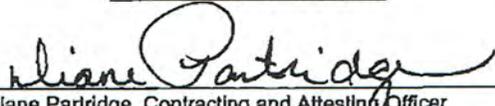
Commissioner
Eddie Lim

Answer:

The Village will not be changing the criteria of the Bid. Please proceed to submit responses in conformity with the Bid specifications.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Company:
Date:



Diane Partridge, Contracting and Attesting Officer

Instuform Technologies, LLC

January 20, 2016

SUBMIT WITH RFP RESPONSE

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Insituform Technologies, LLC (hereinafter called the Principal), and Travelers Casualty and Surety Company of America (hereinafter called the Surety), a Corporation chartered and existing under the laws of the State of Connecticut with its principal offices in the City of Hartford and authorized to do business in the State of Florida, and North Bay Village, and having an Agent resident therein, such Agent and Company acceptable to North Bay Village, are held and firmly bound unto North Bay Village (hereinafter called Owner), in the sum of Five Percent of Amount Bid Dollars (\$ 5% of Amt Bid), good and lawful money of the United States of America, to be paid upon demand of the said Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS; the above bounded Principal contemplates submitting or has submitted a proposal to the said Owner for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, services, all State Workmen's Compensation and Unemployment Compensation Taxes incurred in the performance of the contract, and means of transportation for construction of:

**NORTH BAY VILLAGE
SANITARY SEWER REHABILITATION PROGRAM
BID No. NBV 2015-001**

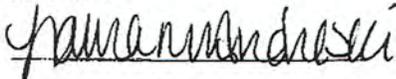
for said Owner, and;

WHEREAS; the Principal desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Proposal in the amount of five percent (5%) of the base bid.

NOW THEREFORE, the conditions of this obligation are such that, if the Proposal be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance thereof, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the Owner and execute sufficient and satisfactory Performance and Payment Bonds payable to North Bay Village, Florida, each in an amount of one hundred percent (100%) of the total contract price, as indicated in the Proposal, in form and with security satisfactory to the said Owner, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above immediately pay to the aforesaid Owner upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

IN WITNESS WHEREOF, THE said Insituform Technologies, LLC, as "Principal" herein has caused these presents to be signed in its name, by its Contracting & Attesting Officer under its corporation seal, and the said Travelers Casualty and Surety Company of America as "Surety" herein, has caused these presents to be signed in its name by its Attorney-in-Fact, and attested by its witness, under its corporate seal, this 29 day of January, A.D., 2015, 2016

ATTEST:

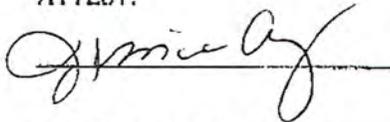


Laura Andreski, Contracting & Attesting Officer

Insituform Technologies, LLC
17988 Edison Avenue, Chesterfield, MO 63005

BY: Diane Partridge (Title)
(Principal) Diane Partridge, Contracting & Attesting Officer

ATTEST:



Jessica Avery, Witness

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

BY: Andrew P. Thome
(Surety) Attorney-in-Fact, Andrew P. Thome

(Attorneys-in-Fact who sign this bond must file with it a certified copy of their power-of-attorney to sign said Bond).

(The rest of this page was intentionally left blank)

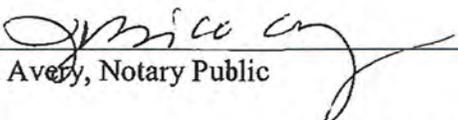
State of Missouri
County of St. Louis

On 1/29/2016, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

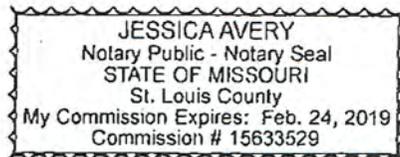
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Jessica Avery, Notary Public



My Commission Expires: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229369

Certificate No. 006277324

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Peter J. Mohs, Debra A. Woodard, Barbara Buchhold, Michael D. Wiedemeier, and Amanda L. Williams

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of July, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 29th day of July, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to North Bay Village, Florida
[print name of the public entity]

by Diane Partridge, Contracting and Attesting Officer
[print individual's name and title]

for Insituform Technologies, LLC
[print name of entity submitting sworn statement]

whose business address is
17988 Edison Avenue
Chesterfield, MO 63005

and (if applicable) its Federal Employer Identification Number (FEIN) is 13-3032158.

(If the entity has no FEIN, include the Social Security Number of the individual signing

This sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED INT HIS FORM.

Diane Partridge
Diane Partridge
Contracting & Attesting Officer

[signature]

Sworn to and subscribed before me this 27th day of January, 20 16.

Personally known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of Missouri

Whitney Schulte
My commission expires Oct. 16, 2017

(Printed typed or stamped commissioned name notary public)

60



WHITNEY SCHULTE
My Commission Expires
October 16, 2017
St. Louis County
Commission #13538104

Form PUR 7068 (Rev. 06/11/92)

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by North Bay Village, FL,
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.


(Signature of Authorized Official)

1/29/16
(Date)

Diane Partridge, Contracting and Attesting Officer

(Name and Title of Authorized Official [Print or Type])

Insituform Technologies, LLC

(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

17988 Edison Avenue, Chesterfield, MO 63005 (636) 530-8000

(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

13-3032158

(Employer Identification Number of Prospective Construction Contractor or Subcontractor)



17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

January 29, 2016

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

Re: Bidder's Qualifications Certification
Sanitary Sewer Rehabilitation Program Bid No. NBV 2015-001
North Bay Village, Florida

To Whom It May Concern:

Insituform Technologies, LLC has been in the business of pipeline rehabilitation for over thirty years with the experience of performing trenchless pipeline rehabilitation.

Insituform Technologies, LLC is authorized to do business in all fifty states and licensed as required.

Insituform Technologies, LLC is the manufacturer and the installer of the Insituform product. Over 20,000 miles of the product has been supplied by Insituform Technologies, LLC and installed by Insituform Technologies, LLC crews.

Insituform Technologies, LLC meets or exceeds the minimum requirements as specified in technical specifications. Please find the attached addition information for Bidder's Experience.

Respectively Submitted,

Diane Partridge
Contracting and Attesting Officer

STATE OF MISSOURI
COUNTY OF ST. LOUIS

Sworn to and subscribed
Before me this 29th day of January, 2016



WHITTNEY SCHULTE
My Commission Expires
October 16, 2017
St. Louis County
Commission #13538104



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

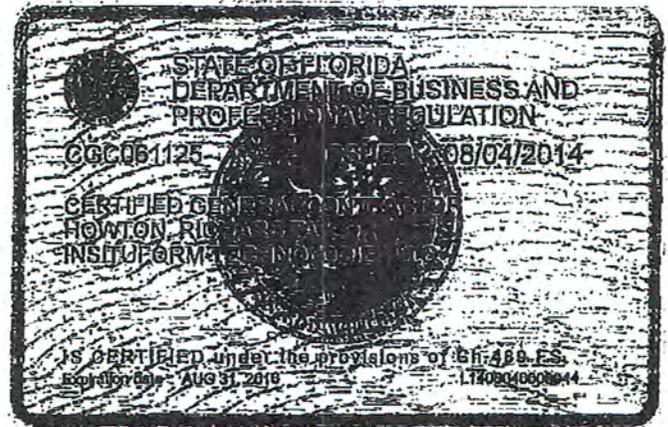
(850) 487-1395

**HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC
1860 FREEMAN PARKWAY
MABELTON GA 30126**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridallicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to Department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC061125

**THE GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 F.S.
Expiration date: AUG 31, 2016**

**HOWTON, RICHARD TAYLOR
INSITUFORM TECHNOLOGIES LLC
17088 EDISON AVENUE
CHESTERFIELD, MO 63005**



ISSUED: 08/04/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408040008944



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 18, 2012

BECKY PEIRCE
CSC
TALLAHASSEE, FL

Qualification documents for INSITUFORM TECHNOLOGIES, LLC were filed on January 18, 2012, and assigned document number M12000000304. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Contact the IRS at 1-800-829-4933 for an SS-4 form or go to www.irs.gov.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Buck Kohr
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 712A00001262

Account number: I20000000195

Amount charged: 125.00

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

FILED IN STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
12 JAN 18 PM 5:50

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACTION BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN
LIMITED LIABILITY COMPANY TO TRANSACTIONS BUSINESS IN THE STATE OF FLORIDA:

1. INSTITUFORM TECHNOLOGIES, LLC
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C.," "LLC.")

2. DE 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. 03/27/1980 5. Perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon Filing
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 17988 Edison Ave. Chesterfield MO 63005
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here

9. The name and usual business addresses of the managing members or managers are as follows:
Joe Burgess 17988 Edison Ave. Chesterfield MO 63005
David Martin 17988 Edison Ave. Chesterfield MO 63005
David F. Morris 17988 Edison Ave. Chesterfield MO 63005

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____
Any lawful business, purpose or activity.

[Signature]
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.)
David F. Morris, Manager
Typed or printed name of signer

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Instaform Technologies, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

Corporation Service Company

(Name)

1201 Hays Street

Florida Street Address (P.O. Box NOT ACCEPTABLE)

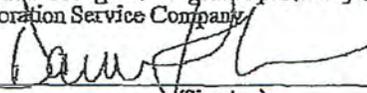
Tallahassee

FL 32301

City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

Corporation Service Company

By: 

(Signature)

Dawn Frantz, Assistant Secretary

\$ 100.00 Filing Fee for Application
\$ 25.00 Designation of Registered Agent
\$ 30.00 Certified Copy (optional)
\$ 5.00 Certificate of Status (optional)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "INSITUFORM TECHNOLOGIES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SEVENTEENTH DAY OF JANUARY, A.D. 2012.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "INSITUFORM TECHNOLOGIES, LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF MARCH, A.D. 1980.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0889565 8300

120055464

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9301204

DATE: 01-17-12

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "INSITUFORM TECHNOLOGIES, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "INSITUFORM TECHNOLOGIES, INC." TO "INSITUFORM TECHNOLOGIES, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:28 O'CLOCK A.M.

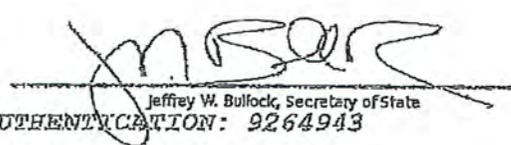
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.

0889565 8100V

111355498

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264943

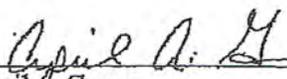
DATE: 12-30-11

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Delaware.
- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.
- 3.) The date the Corporation first formed is March 27, 1980.
- 4.) The name of the Corporation immediately prior to filing this Certificate is Insituform Technologies, Inc.
- 5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Insituform Technologies, LLC.
- 6.) The effective time of the conversion shall be 11:58 p.m. EST on December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of December, 2011.

INSITUFORM TECHNOLOGIES, INC.

By: 
April A. Greer
Assistant Secretary

Delaware

PAGE 2

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "INSTITUTEFORM TECHNOLOGIES, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:28 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.



0889565 8100V

111355498

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264943

DATE: 12-30-11

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- **First:** The name of this limited liability company is Insituform Technologies, LLC.
- **Second:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, Delaware 19801.

The name of its registered agent at such address is The Corporation Trust Company.

- **Third:**

This filing shall be effective 11:58 p.m. EST on December 31, 2011.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 27th day of December, 2011.



April A. Greer
Organizer



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

May 15, 1998

CT CORPORATION SYSTEMS
C/O SHANNON P. KISTER
120 SOUTH CENTRAL AVE.
CLAYTON, MO 63105

Qualification documents for INSITUFORM TECHNOLOGIES, INC. were filed on May 15, 1998 and assigned document number F9800002782. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Agnes Lunt
Document Specialist
Division of Corporations

Letter Number: 598A00027264

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Institutoform Technologies, Inc.
 (Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION", or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Delaware (State or country under the law of which it is incorporated) 3. 13-3032158 (FEI number, if applicable)

4. March 27, 1980 (Date of Incorporation) 5. Perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. Upon Qualification
 (Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 817.156, F.S.))

7. 702 Spirit 40 Park Drive, Chesterfield, Missouri 63005
 (Current mailing address)

8. ~~Any lawful act or activity for which a corporation may be organized.~~
 (Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:

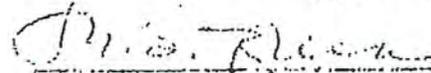
Name: C T Corporation System
 Office Address: c/o C T Corporation System, 1200 South Pine Island Road
Plantation, Florida, 33324
 (Zip Code)

FILED
 93 MAY 15 PM 1:04
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

10. Registered agent acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

C T Corporation System


 (Registered agent's signature) (Officer)
M.S. COOPER, Asst. Secy.
 (True Name and Title of Officer)



Insituform

An Aegion Company

CORPORATE BACKGROUND

Insituform Technologies, LLC is a diversified, international corporation specializing in trenchless reconstruction of municipal and industrial pipelines of all types - sewer, storm drain, water, gas oil, chemical process, slurry and nuclear power pipelines. Application sizes range from under 6-inches to over 96-inches in diameter. Based on size, experience, technology, capability and resources, INSITUFORM is the worldwide leader in full-spectrum piping reconstruction contracting.

Insituform's expertise is based on over 40 years of experience spent in the reconstruction of more than 20,000 miles (over 100,000,000 ft.) of pipe. Currently, INSITUFORM offers a full spectrum of trenchless rehabilitation products including Insituform's flagship cured-in-place pipe (CIPP), iPlus Infusion[®], iPlus[®] Composite, Tt Liner[®] HDPE systems for industrial pipelines and our Insituform Blue[®] product line for potable water renewal including the InsituMain[®] System and InsituGuard[®] HDPE rehabilitation system for transmission and distribution mains, robotic service reinstatement.

The corporate history that encompasses today's worldwide Insituform Technologies, LLC organization derives from a host of resources, people, technology and experience merged from former licensees and affiliates of the original Insituform[®] pipe reconstruction process.

INSITUFORM is a leader in quality management, becoming the first specialty piping corporation to receive ISO 9000 quality installation certification in 1995

Insituform Technologies is one of the largest trenchless technology companies in the world, with annual revenues exceeding \$914 million in 2010. As of 2011, Insituform is now a wholly owned subsidiary of Aegion Corporation. Aegion stock is publicly held on the NASDAQ exchange under the symbol "AGN".

PERSONNEL

Insituform Technologies, LLC's worldwide organization consists of over 3,000 employees. Every specialty and function associated with an international, technology-driven business is incorporated. Outside of manufacturing operations, the predominance of INSITUFORM personnel engage in project crew duties for pipeline reconstruction.

INSITUFORM maintains and staffs an extensive Research and Development facility engaged in new product and technical installation development. Experts are available to assist operations units in developing specialized solutions to particular client needs for underground piping system analysis and reconstruction.

INSITUFORM maintains a centralized design team at the world headquarters in St. Louis, Missouri with responsibility for ensuring that service conditions are met by products in each application. When necessary, special industrial design considerations and constraints such as corrosion, abrasion, unusual loading, pressure, temperature, etc. are fully included in specific application designs. INSITUFORM has assigned technical market managers to specific segments who have intimate knowledge of process and facility operations and are able to provide advice and field technical assistance in special applications as may be required to meet critical or unusual client needs.

By nature, field applications of pipeline service, assessment and reconstruction activities are highly regionalized. In the United States, INSITUFORM meets the needs of local municipal, industrial and military clients for responsive service by deploying personnel at strategic locations to minimize the cost and burden to clients of extensive mobilization. As an integrated company, sharing of expert personnel and specialized equipment between locations in response to client and project needs is part of normal operations.

QUALITY ASSURANCE

A strategy goal of Insituform Technology is operational excellence. This goal of quality assurance is being achieved on two fronts.

Best Practices Program: First, INSITUFORM has completed its long-term goal of merging all licensees throughout the United States and solidifying relationships with worldwide subsidiaries and affiliates. Achieving uniform high standards of quality across all operating units is essential to ensure long-term service to client needs. In doing so, INSITUFORM has developed comprehensive bench-marking studies to identify the "Best Practices" of the most efficient and best quality manufacturing and installation procedures for each product line, and can therefore share these best practices with INSITUFORM's regional offices, subsidiaries, and licensees throughout the world. INSITUFORM believes that the only way to guarantee quality is to integrate product development, manufacturing and installation under a best practices program, coupled with ISO 9001 Quality Management Programs.

ISO 9001 Quality Assurance Program: INSITUFORM's second long-term goal is to maintain ISO 9001 quality certification for its manufacturing facilities. This certification process was completed in 1995. ISO certification is not only consistent with the goal of achieving operational excellence for the municipal market, it is an essential requirement for the industrial market, where ISO certification has become an increasingly greater requirement for acceptance as a qualified supplier.

Quality Assurance Inspection Program and Training: A pilot program for the detection and recording of internal non-conformance was established. Persons were selected and trained for conducting internal auditing, probably the most important aspect of ISO because it provides ongoing self-evaluation of the effectiveness of the quality system. Every member of the organization is familiar with, and fully committed to the company's "Quality Policy" and non-conformance identification program.

Internal Audit Findings: Predetermined elements of the quality system are audited each month, and at year's end every ISO 9001 requirement will have been reviewed at least once. Findings are reported to the manager responsible for the appropriate department for resolution.

Management Review and Client Review: At least twice a year, managers meet to review and assess the quality system as a whole. Quality objectives are evaluated and amended or increased as appropriate. Resource needs are identified and action plans formulated. Once a project is completed, the client receives a Customer Survey form. This comprehensive form is INSITUFORM's report card which identifies project success, as well as areas where improvement is suggested.

INSITUFORM

The rehabilitation processes offered by Insituform were developed to provide a means of reconstructing existing pipe, conduit or passageways without extensive excavation. Some typical applications include:

1. Halting settlement by stopping the infiltration of soil and bedding material which often accompanies groundwater infiltration and can cause soil voids and shifting ground in gravity pipelines.
2. Eliminating infiltration of groundwater through joints, breaks and missing sections of gravity pipeline.
3. Increasing the capacity of existing pipelines by smoothing the interior surface and providing smooth transitions over joints and protrusions.
4. Reducing maintenance and increasing capacity by reducing deposits and eliminating root intrusions into gravity pipelines.
5. Protecting the pipe from attack by corrosive chemical effluent and vapors.
6. Eliminating the exfiltration of pollutants and chemicals into surrounding groundwater aquifers through joints and cracks in pipelines.
7. Strengthening the existing pipe by the installation of a tight fitting Insituform[®] CIPP within the old, thereby bridging joints, cracks and disconnected pipes into a single continuous conduit.

Briefly, here are just a few of the benefits realized from the reconstruction of pipelines using the Insituform[®] cured-in-place pipe (CIPP) process:

Virtually eliminates excavation problems - Depending on the type of pipe or passageway to be reconstructed (sewers, drains, or conduits), excavation can virtually be eliminated. Existing access (sewer manholes) is usually sufficient. Side connections can generally be 'reinstated' by cutting out from within. Bends can be negotiated.

Restores full size capacity, reduces maintenance - These tight-fitting pipes are continuous over pipe joints, openings and faults, and the capacity is nearly always increased. The smoothness also reduces deposits because there are no places for deposits to form, thereby reducing maintenance.

Builds corrosion-resistant pipe, resists chemical attack - In the case of the Insituform process, various thermosetting resins can be selected to resist the corrosive effects of the effluent.

Builds a continuous pipe - (a new pipe within the old) - Insituform[®] CIPP bridges breaks and missing sections of pipe eliminating infiltration, exfiltration or loss of product in pressure pipes. Insituform fits tightly and bridges disconnected pipes into a single continuous pipe.

Reconstructs unusually shaped pipes without loss of capacity - Elliptical, egg-shaped, flat bottom horseshoe or rectangular conduits can be reinstated to their existing shape by the tight fitting Insituform process.

Accomplishes these things in sizes from 6- to 96-inches in diameter - Insituform[®] CIPP has been constructed in these sizes and may be applicable to those beyond.

Solves difficult jobs - In addition to negotiating bends, it is possible to reconstruct remote sections inaccessible to wheeled vehicles (e.g. inside building) with the Insituform process. In addition to being installed without excavation, Insituform[®] CIPP has been installed where access to only one end is feasible (vertical wells). Also, it is possible to reconstruct pipelines with reducers or only a portion of a pipeline.

Solves stringent time restraints - Preparation time is reduced by eliminating street openings and risk of damage to other utilities. Insituform[®] CIPP can generally be installed and completed in less on-the-job time than traditional open cut construction methods.

Offers more convenience to commerce and public - Little inconvenience is caused to the public, commercial business or existing utility operations because excavations are generally eliminated. Little work space is needed for installation. This alone means fewer restrictions on access to property and shops and greater assurance of safety.

Longevity - For normal applications, such as gravity sewers, the service life of Insituform[®] CIPP can be expected to approach fifty years. Service life of Insituform[®] CIPP is a function of the temperature, pressure, velocity, and chemical and abrasive properties of the materials being carried.

Custom-Engineered - Insituform[®] tubes are custom-engineered to optimize total life performance using time-proven formulas. These take into account requirements for diameter, length, condition of pipe, flow rates, temperature, pressure and corrosiveness of the materials being carried.

INSITUFORM, STANDARD INSTALLATION PROCESS

The standard Insituform[®] process has been used throughout the world for the rehabilitation of over 20,000 miles, of pipe ranging in size from 6" to 96". The process uses a resin-impregnated, flexible felt tube which is installed into and through an existing pipe using water or air pressure. While the liner is held tightly against the host pipe, hot water or steam is circulated through a heat exchanger to cure the thermostat resin.

The flexible resin tube can accommodate various pipe shapes - round, square, rectangular, oval or arched. The Insituform[®] tube can negotiate bends, elbows, missing sections, offset joints, misalignment and steep slopes. Standard applications include process and sanitary sewer, storm drains, process lines, slurry lines, force mains and siphons. Resin systems used include polyester, vinyl ester and epoxy, designed to meet service requirements. Installation lengths typically range from 250 feet to over 2,500 feet, depending on pipe size and condition. Service laterals are re-opened internally using robotic cutters.



Insituform
An Aeglon Company

Insituform Technologies, LLC
17986 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

October 14, 2015

RE: Installer Certification

Ladies and/or Gentlemen:

Please be advised that Insituform Technologies, LLC is vertically integrated pipeline rehabilitation company. As such, Insituform is not only the manufacturer of the cured-in-place pipeline rehabilitation system of the same name, but also offers the benefits of the full research and development department, engineers on staff for design of products to suit each individual situation, and regional contracting offices that perform all field services including installation

This letter shall serve to certify that Insituform Technologies, LLC is authorized to install Insituform products supplied by Insituform Technologies, LLC

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer



Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MO 63005
Tel: 636.530.8000
Fax: 636.530.8744
www.insituform.com

CERTIFICATE OF COMPLIANCE

Date: November 13, 2014

Re: INSITUFORM TUBE MANUFACTURING

To Whom It May Concern

This letter certifies that the Insituform tube for the above referenced project is manufactured in the United States of America by Insituform Technologies, LLC and meets all relevant specifications for a cured-in-place pipe product: ASTM D 5813, ASTM F 1216, and ASTM F 1743. The Insituform tube has been manufactured in USA since 1981.

In addition, the quality system used by Insituform Technologies, LLC is ISO 9001 certified.

Please contact us directly with any questions you may have.

Sincerely,

INSITUFORM TECHNOLOGIES, LLC



Eugene Zaltsman
Sr. Applications Engineer



CERTIFICATE OF REGISTRATION

This is to certify that

Insituform Technologies, LLC

Headquarters

17988 Edison Avenue, Chesterfield, Missouri 63005 USA

Refer to Attachment to Certificate of Registration dated March 13, 2014 for additional certified sites
operates a

Quality Management System

which complies with the requirements of

ISO 9001:2008

for the following scope of registration

Design, development, manufacturing and installation of products for the rehabilitation of pipelines using trenchless technology.

Certificate No.: CERT-0078079
File No.: 1650845
Issue Date: March 13, 2014

Original Certification Date: February 11, 2014
Current Certification Date: March 8, 2014
Certificate Expiry Date: March 7, 2017

Chris Jouppi
President,
QMI-SAI Canada Limited

Samer Chaouk
Head of Policy, Risk and Certification



ISO 9001



Registered by:
SAI Global Certification Services Pty Ltd, 264 Sussex Street, Sydney NSW 2000 Australia with QMI-SAI Canada Limited, 26 Carlton Court, Suite 200,
Toronto, Ontario M9W 7K6 Canada (SAI GLOBAL). This registration is subject to the SAI Global Terms and Conditions for Certification. While all due care
and skill was exercised in carrying out this assessment, SAI Global accepts responsibility only for proven negligence. This certificate remains the property
of SAI Global and must be returned to them upon request.
To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register: www.qmi-saiglobal.com/qmi_companies/



Independent Test Results

Product tested:

Cured-In-Place Pipe Insituform® Process

Test:

Design Life

Conducted by:

Trenchless Technology Center at Louisiana Tech University; funded by U.S. Army Corps of Engineers

Report Date:

August 1994

INNOVATIVE METHODS OF TESTING the long-term structural behavior of Cured-in-Place Pipe (CIPP) demonstrates that the Insituform product design life exceeds 50 years and that ASTM F-1216 design recommendations for physical properties are conservative for the Insituform product.

The research was conducted by the Trenchless Technology Center (TTC) at Louisiana Tech University and funded by the U.S. Army Corps of Engineers. The purpose was to provide, for the first time, an independent assessment of manufacturer's claims regarding long-term buckling behavior of their pipeline rehabilitation products.

Research conducted by the Trenchless Technology Center at Louisiana Tech University confirms Insituform's 50-year design life.

The expected design life and long-term behavior of trenchless pipeline rehabilitation products is important to owners and engineers in evaluating the various systems available in the marketplace, especially since none of these systems have been in actual service for the design lives claimed. This becomes even more critical considering the recent growth of the trenchless pipeline rehabilitation industry and that many products have less than five years of experience.

The research included both experimental and analytical studies related to the application of CIPP and Fold-and-Formed Pipe (FFP) technologies in partially deteriorated, gravity pipeline applications where bonding did not exist between the plastic pipe and the host pipe.

Five manufacturers participated in the test program. Seven different products, including six CIPP products and one FFP product, were evaluated in approximately 200 tests. Insituform products that were tested included Insituform® Standard, which is a widely used polyester resin InsituPipe® material, and Insituform® Enhanced, which contains an additive to the polyester resin to increase the flexural properties of the finished Insituform product.

The plastic pipes were encased in steel pipes, with hydrostatic pressure applied between the two pipes. To measure long-term performance, each test remained under constant pressures for up to 10,000 hours or until failure, whichever occurred first. The test results were plotted and extrapolated beyond the test period to estimate behavior up to 50 years.

Standardized material tests (flexure, tensile and pipe stiffness tests) were also conducted to characterize the fundamental properties of the product materials.

PUTTING CLAIMS TO THE TEST

Overview of Test System and Procedures

The installation of all products used in the test was performed by the manufacturers on the Louisiana Tech University campus under close monitoring by TTC personnel. Forty specimens each of Insituform

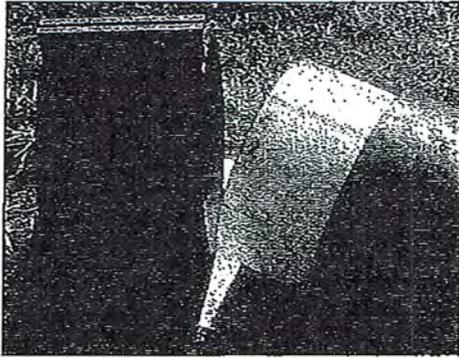


Figure 1

Standard and Insituform Enhanced were tested.

Each test specimen was installed to fit snugly inside a 1.83 m (6 ft.) long, 305 mm (12 in.) internal diameter, schedule 40 steel casing pipe. Each casing pipe was fitted with short, bolted pipe segments (clamshells) at each end. (See Figure 1).

Preparing the specimens for testing involved trimming the ends flush with the clamshells, removing the clamshells, and cleaning the ends of the speci-

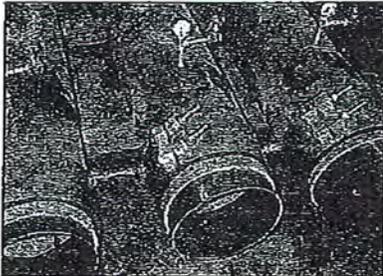


Figure 2

mens. This resulted in the plastic pipe extending beyond the ends of the steel casing pipes. The specimens were then fitted with end seals applied externally, spanning the casing pipe and plastic pipe. (See Figure 2). The end seals contained the water at the prescribed pressure, which was

supplied between the plastic and casing pipes from a pressurized water distribution system.

At least three specimens of each product were used for short-term buckling tests to determine the upper pressure limit for the long-term tests. A regulator was used to raise the pressure on the specimen, and the rate of load application was kept constant until failure occurred.

For the long-term tests, each specimen was pressurized at a controlled rate of 10 psi/minute (69 kPa/minute) until a selected pressure was reached. A minimum of five pressure levels were selected for each product to cause the specimens to fail at various times over a 10,000-hour test period.

Specimens were monitored at least once a day for evidence of buckling. Failures that occurred during normal work hours were monitored manually. After normal work hours, failures were detected electronically.

Material Characterization Tests

Numerous tests, including flexural modulus, flexural strength and tensile strength, were conducted on each product according to ASTM standards. On each of these tests, the results found that both Insituform products far surpassed the design values.

(See Table 1).

Table 1
Material Characterization Tests (Short-term)

PHYSICAL PROPERTY	INSITUFORM PRODUCT	ASTM TEST METHOD	MANUFACTURER'S DESIGN VALUE psi (MPa)	TTC TEST RESULTS psi (MPa)
Flexural Modulus	Standard	D790	300,000 (2070)	448,630 (3090)
	Enhanced	D790	400,000 (2760)	538,620 (3710)
Flexural Strength	Standard	D790	4,500 (31)	9,310 (64)
	Enhanced	D790	4,000 (28)	8,400 (58)

From TTC Technical Report #302, Table 4-2

SHORT-TERM TEST RESULTS

Short-term buckling tests demonstrate that Insituform design is conservative in terms of both the enhancement factor, K, and the predicted buckling pressures using the following ASTM F-1216 design model:

$$P = \frac{2KE_L}{(1-\nu^2)} \cdot \frac{1}{(DR-1)^3} \cdot \frac{C}{N} \quad (1)$$

- where, P = Buckling pressure, psi (MPa)
 K = Enhancement factor
 E_L = Long-term (time-corrected) modulus of elasticity, psi (MPa)
 ν = Poisson's ratio
 DR = Dimension ratio (outside diameter divided by thickness)
 C = Ovality factor = 1 (for test program)
 N = Safety factor = 1 (for analysis of test data)

The enhancement factor, K, is a measure of the restraining action of the host pipe that encases the Insituform product and greatly increases the allowable external buckling pressure. A conservative enhancement factor of 7 is typically recommended for design. The tests measured the average enhancement factor, K, of the Insituform Standard at 9.8 and the Insituform Enhanced product at 10.5.

CREEP FACTOR

Creep factor reflects the reduction in buckling resistance of a plastic pipe over time, typically 50 years. The creep factor, C_L, is the ratio of Experimental E_L to the measured flexural modulus reported in Table 1 and represents the retention of buckling resistance at 50 years (i.e., E_L = C_L E). A value of C_L greater than the manufacturer's recommended value is desirable. As shown in Table 2, the reported creep factor confirms the conservative nature of the 50% creep reduction factor applied to flexural modulus in the Insituform product design.

Table 2
Creep Factor

	TTC Creep Factor, C _L	Manufacturer's Recommended Design Value
Insituform Standard	0.58 (42% reduction)	0.50 (50% reduction)
Insituform Enhanced	0.73 (27% reduction)	0.50 (50% reduction)

From TTC Technical Report #302, Table 4-8

LONG-TERM TEST RESULTS

Regression analysis was used to extrapolate long-term buckling pressures beyond the 10,000-hour test period to 50 years. (See Figure 3, next page).

Flexural Modulus

Test results supported the flexural modulus reduced to account for long-term effects, E_L, used in the Insituform product design, by comparing it to the experimentally derived apparent long-term flexural modulus for a 50-year design life. The tested value greatly exceeded the conservative value used in the Insituform product design. (See Table 3).

Table 3
Flexural Modulus (Long-term)

	TTC Experimental E _L psi (MPa)	Manufacturer's Recommended Design E _L psi (MPa)
Insituform Standard	259,990 (1790)	150,000 (1030)
Insituform Enhanced	393,965 (2720)	200,000 (1380)

From TTC Technical Report #302, Table 4-8

LONG-TERM BUCKLING BEHAVIOR

It is important that the design procedures used for a rehabilitation product accurately predict the long-term structural behavior of the product. The TTC data analysis compared the long-term buckling test data to that predicted by Equation 1. This comparison indicated that Equation 1 conservatively predicts long-term hydrostatic buckling behavior of both Insituform products.

50 - PLUS YEARS DESIGN LIFE

One of the primary goals of the TTC test program was to evaluate the design lives of various rehabilitation products. This was accomplished by comparing the 50-year extrapolated test pressure to the design 50-year buckling pressure calculated using Equation 1 with manufacturer's recommended design values for E_c . An Insituform design life in excess of 50 years was confirmed.

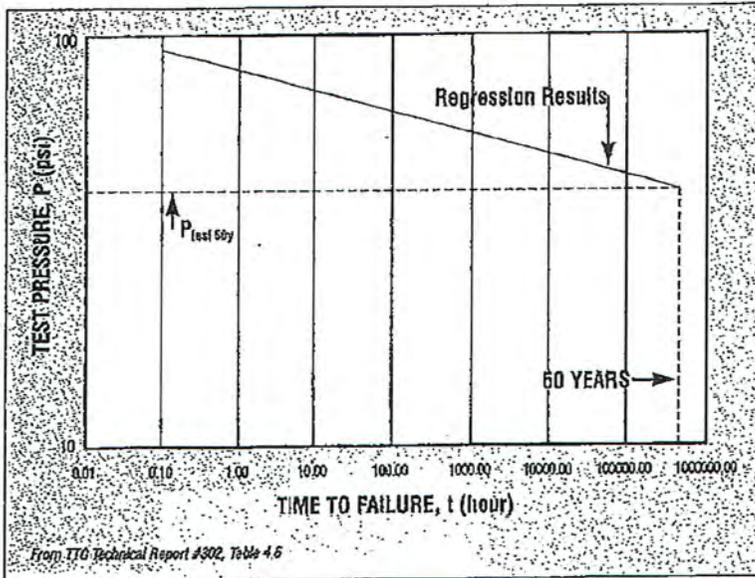


Figure 3. Long-term Test and Regression Results for Insituform Enhanced Product.

WITHSTANDING THE TESTS OF TIME

The most rigorous, innovative and independent tests ever conducted on pipeline rehabilitation products clearly demonstrates that service life beyond 50 years can be expected with properly designed and installed Insituform products.

A copy of "Long-Term Structural Behavior of Pipeline Rehabilitation Systems" (TTC Technical Report #302) may be obtained by writing:

Trenchless Technology Center
Louisiana Tech University
P.O. Box 10348
Ruston, Louisiana 71272
or by calling (318) 257-4072.



702 Spirit 40 Park Drive
Chesterfield, MO 63005
Toll Free: 800-234-2992
Phone: 636-530-8000
Fax: 636-519-8010

An Insituform® cured-in-place pipe (CIPP) continues to exceed industry performance standards after 30 years in service.

Independent Test Results

Product tested:
Insituform® Cured-In-Place Pipe (CIPP)

Test:
Flexural Properties

Conducted by:
Bodycote Materials Testing Ltd.

Report Date:
November 2001

SUMMARY OF RESULTS

- After 30 years of service in a London sewer carrying both domestic and industrial effluent, an Insituform® CIPP was found to have a flexural modulus exceeding the nearest contemporary UK Water Industry Specification by 50%, and the current US standard by more than 90%.
- The 30-year-old pipe's flexural modulus was an improvement over test data obtained after 20 years in service.
- There was no apparent deterioration in the overall performance of the Insituform® CIPP between its 20th and 30th year in service.

INTRODUCTION

In October 2001, tests were conducted by Bodycote Materials Testing Ltd. to determine the flexural properties of the samples taken from an Insituform® CIPP that had been in service for 30 years.

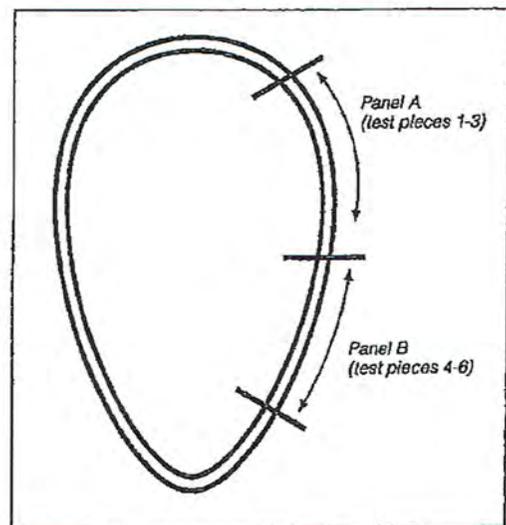
The pipe samples were taken from a 1,170 mm X 600 mm (46 in. X 24 in.) egg-shaped sewer at Riverside Close in Hackney, London. This is the same Insituform® CIPP that was sampled and tested in 1991, after 20 years in service, by Bodycote's predecessor MTS Pendar Ltd.

Supervising removal of the samples were representatives from both Bodycote and the sewer Owner, Thames Water Utilities Limited.

PROCEDURE

Two panels, approximately 300 mm (12 in.) square, were taken from a side wall of the sewer, approximately four meters downstream from a manhole. Three test pieces were cut from each panel as shown in the diagram below.

The flexural properties of each test piece were determined by the method of BS EN ISO 178, in accordance with current UK Water Industry Specification (WIS) 4-34-04.

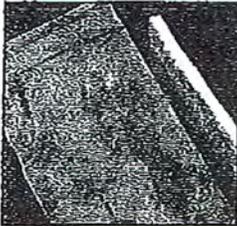


RESULTS AND CONCLUSIONS

After 30 years in service, the Insituform® CIPP continues to exceed industry performance

standards, and further, the pipe showed no significant deterioration in overall performance between its 20th and 30th years of service.

Table 1
30-Year Test Results



View of inside face of sample panel and a test piece cut from it.

Sample	Flexural Modulus	Flexural Strength
Panel A	3,100 MPa 450,000 psi	39 MPa 5,700 psi
Panel B	3,500 MPa 500,000 psi	47 MPa 6,800 psi
Mean	3,300 MPa 480,000 psi	43 MPa 6,200 psi

Table 2
Comparison of Mean Flexural Properties After 30 and 20 Years of Service

Flexural Property	Samples		Industry Standards	
	30-year	20-year	WIS 4-34-04	ASTM F 1216
Modulus				
MPa	3,300	2,900	2,200*	—
psi	480,000	420,000	—	250,000
Strength				
MPa	43	46	25	—
psi	6,200	6,700	—	4,500

* As specified in Issue 1 of the WIS. Issue 2 refers to declared values but does not specify a minimum flexural modulus.

REFERENCES:

1. WIS 4-34-04 April 1986: Issue 1, "Specification for Polyester Insituform Sewer Linings."
2. WIS 4-34-04 March 1995: Issue 2, "Specification for Renovation of Gravity Sewers by Lining with Cured-In-Place Pipes."
3. BS EN ISO 178: 1998, "Plastics-Determination of Flexural Properties."
4. ASTM F 1216, "Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube."
5. MTS Pender Report 46204, September 19, 1991 (20-year test)
6. Bodycote Report B110254, November 15, 2001 (30-year test)



Insituform
Technologies, Inc.

Worldwide Pipeline Rehabilitation

702 Split 40 Park Drive
Chesterfield, MO 63005
Toll Free: 800-234-2992
Phone: 636-530-8000
Fax: 636-519-8010

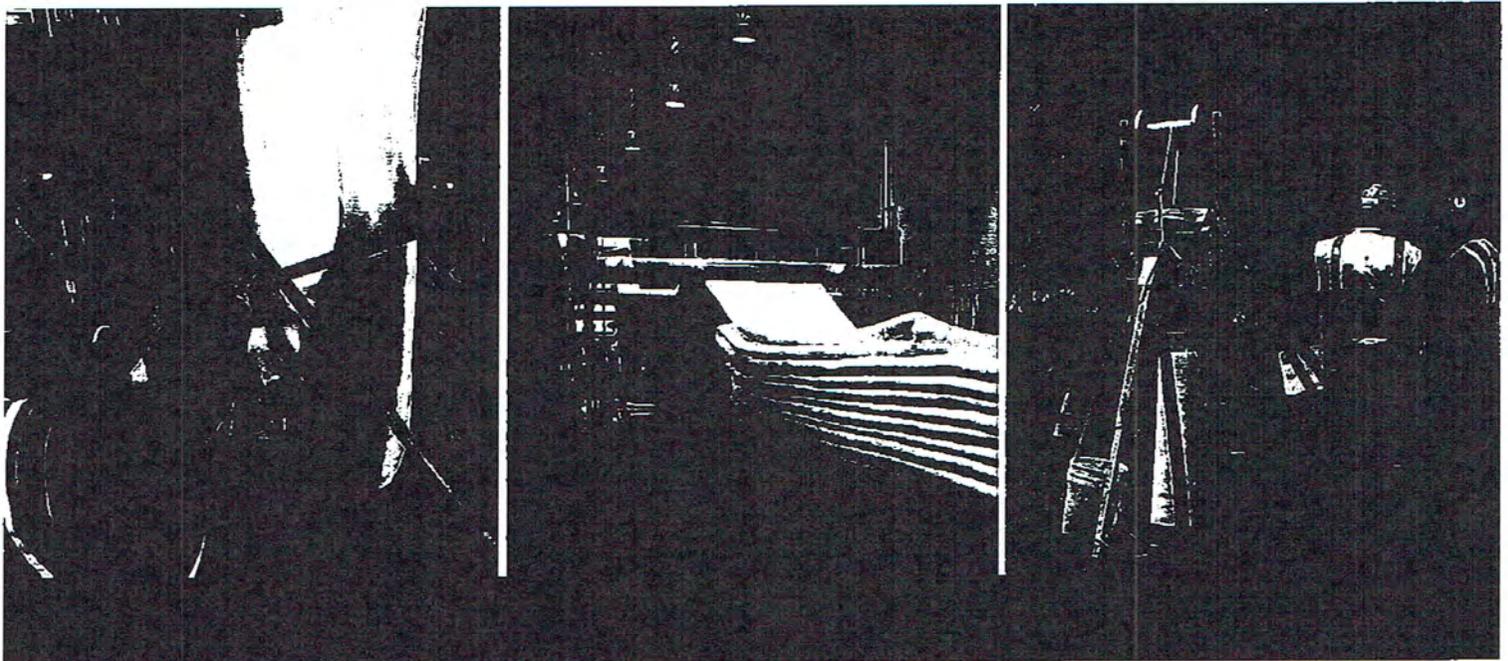


AB1307
5/02
© 2002 Insituform Technologies®, Inc.



INSITUFORM® CIPP

Affordable, reliable and non-disruptive solutions for sewer pipe reconstruction



Our Trenchless Solution

The Insituform® cured-in-place pipe (CIPP) is a jointless, seamless, pipe-within-a-pipe used to rehabilitate sanitary sewers, storm sewers and force mains.

Insituform® CIPP addresses your top concerns:

Infiltration reduction. Water entering your sewer system through cracks, holes and joint failures can overload your treatment facilities, especially during wet weather. Insituform® CIPP significantly reduces this infiltration. In dry climates, roots find the sewer system an attractive source of water and nutrients and create blockages and overflows. Insituform® CIPP contains your flow within the pipe while keeping external water and roots out.

Structural integrity. Insituform® CIPP restores structural integrity to your damaged sewer pipes. The design models used, independent test results and over 40 years of service all confirm that Insituform® CIPP is a structural product with a 100-year design life.

Increased flow capacity. Insituform® CIPP provides the least cross-sectional reduction of all methods used to rehabilitate pipes. There are no joints or seams that can separate over time and the smooth, jointless interior provides excellent abrasion resistance and typically improves flow capacity.

Affordability. The Insituform® CIPP process is usually less expensive than conventional dig and replace methods of sewer repair. When the lost business revenues, traffic congestion and social costs associated with other methods are considered, your savings are immeasurable.

Installation flexibility. Insituform® CIPP can be inverted using either air or water, or pulled into place. The cure can be done with steam or hot water. All processes are consistent with nationally recognized standards and Insituform's own ISO-certified quality control program. Since each job is unique, we apply the most cost-effective, technically optimal solution to meet your pipeline rehabilitation needs.



Insituform®
An Aegion Company

INSITUFORM® CIPP

Insituform® CIPP is the best choice for trenchless rehabilitation.

Insituform superior processes

Since inventing CIPP over 40 years ago, Insituform has developed the highest quality manufacturing and installation systems in the trenchless industry.

As a vertically integrated company, we take responsibility for R&D, manufacturing, installation and service. Our systems are designed to produce consistency and high performance in our products and services.

Manufacturing

Insituform's patented manufacturing capabilities are certified to the ISO 9001:2008 standard, ensuring that our tubes are constructed for optimal long-term performance. During the manufacturing process, each tube goes through 25 separate quality checks.

Wet out

Insituform's resin impregnation process ensures that Insituform® CIPP achieves the required strength and enables wet out of many lengths, diameters and thicknesses.

Insituform's wet out facilities utilize environmentally friendly methods and equipment. In fact, Insituform has been recognized by the United States' Environmental Protection Agency for efforts to protect the environment at its various wet out facilities.

Installation

Every Insituform installation is completed using our own safety-certified crews who follow strict safety procedures and documented work practices. Each crew is equipped with highly specialized equipment, backup resources and engineering support.

Insituform's advanced installation methods include air invert steam cure, which reduces water usage on a job site by approximately 95% and energy usage by 75%.

Transportation Solutions

Insituform offers affordable, trenchless solutions to renew and extend the life of underground stormwater control and drainage structures. A large number of culverts running under the nation's roadways are approaching or have exceeded their expected design life. A culvert or storm sewer pipe collapse can have catastrophic effects on the traveling public, your budget and your credibility. Insituform can help you avoid the direct costs and the social costs of a failure by proactively renewing your underground assets.

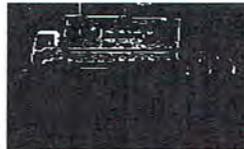
For transportation projects, particularly culverts, Insituform uses installation methods that minimize the use of water and maximize resin containment, thus protecting downstream waters from contamination.

The Insituform® CIPP Installation Process



Step 1:

A resin-saturated, coated felt tube is inverted (shown) or pulled into a damaged pipe.



Step 2:

Hot water or steam is used to cure the resin and form a tight-fitting, jointless and corrosion-resistant replacement pipe.



Step 3:

Service laterals are restored internally with robotically controlled cutting devices and the rehabilitated pipe is inspected by closed-circuit TV.

The Insituform® CIPP Technical Envelope

The Insituform® CIPP Technical Envelope

Diameter range	6 in. – 96 in.
pH range	0.5 – 10.5
Effluent temperature	up to 140° F
Pipe condition — fully deteriorated	Yes
Pipe condition — partially deteriorated	Yes
Bends	Yes
Offset joints	Yes
Diameter changes	Yes, without manhole access
Thickness changes	Yes, without manhole access
Typical shot length	200 ft.– 1000 ft.
Host pipe shape	All shapes
Host pipe material	All materials

This table refers to general purpose municipal sewer CIPP projects. Insituform can provide products that extend beyond these parameters through our engineering group. Please contact your local representative at 800.234.2992 for assistance with applications extending beyond this technical envelope.



Insituform®

An Aegion Company

Insituform Technologies, LLC
17988 Edison Avenue
St. Louis, MO 63005
800.234.2992
www.insituform.com

RAUL AMADOR
Superintendent for Insituform Technologies, LLC

E-MAIL: ramador@insituform.com
9001 NW 97 Terrace, Medley, FL 33178 / PHONE (305) 685-7898 or (305) 525-4654

OBJECTIVE:

To pursue a permanent position in which my skills and abilities will contribute to the development for both the employer and myself.

QUALIFICATIONS:

- Ability to work independently, dependable, and very punctual.
- Extremely detail-oriented.

EXPERIENCE / EMPLOYMENT HISTORY:

- | | | |
|---|--------------------------------|-------------------------------|
| 2006-Present
<i>Superintendent</i> | Insituform Technologies | Miami, Florida. |
| ➤ Supervise and coordinate activities of workers engaged in all phases of pipe rehabilitation applications. | | |
| 2004 – 2006
<i>Foreman</i> | Insituform Technologies | Miami, Florida. |
| ➤ Directly supervise activities of workers engaged in all phases of cure in place pipe and required applications such as service connections reinstatement/cleanup. | | |
| November 1999 – 2004
<i>Underground Television Operator</i> | Insituform Technologies | Jacksonville, Florida. |
| ➤ Operation of the underground television for the installation of water and sewer pipes. | | |
| ➤ Leader of the Grout Crew | | |
| ➤ In charge for the correct ingredients in making the sealing grout that covers the underground pipe system. | | |
| December 1995 – December 1999
<i>Stewarding Supervisor</i> | Hyatt Regency | Miami, Florida. |
| ➤ In charge of every single aspect of setting and decorating all banquet halls of the hotel. | | |
| May 1997 – October 1997
<i>Pool Guard</i> | City of Miami Beach | Miami Beach, Florida. |
| ➤ Responsible for every safety aspect of the swimmers. | | |

EDUCATION:

- | | | |
|--------|--|----------------|
| ➤ 2002 | Insituform Technologies. AIM Training | St. Louis, MO |
| ➤ 2000 | Insituform Technologies. CCTV and Cutter Training. | St. Louis, MO |
| ➤ 1997 | University of Florida. Food Safety Training Certification. | Miami, Florida |
| ➤ 1996 | Hyatt. Training in Customer Service. | Miami, Florida |
| ➤ 1995 | American Express. Training in Hospitality. | Miami, Florida |
| ➤ 1997 | Red Cross Certificate-Life Advanced in Water and CPR | Miami, Florida |
| ➤ 1991 | Technician in Industrial Assembly. | Matanzas, Cuba |
| ➤ 1991 | Ernest Thaelman Technical Institute. | Matanzas, Cuba |

LANGUAGES:

- Spanish and English

REFERENCES:

Available upon request.



Employee Qualification

Crew Leader by Project

Crew Leader Name: Raul Amador
 Actual Linear Feet: 95,905

Proprietary, Empire, and Trade Secret of Insituform Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14162156	MELBOURNE FL,LS AREA 15&V,SITE	City of Melbourne, FL 2891 Harper Road Brevard Melbourne FL 32904-1154	+1 321 6745726	City of Melbourne, FL 2891 Harper Road Brevard Melbourne FL 32904-1154	+1 321 6745726

Product	Diameter	Actual Linear Feet	Month Of Year
STD	8	1,149	2013-09
	15	1,491	2013-09
STD		2,640	
		Project Total	2,640

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14166502	HIALEAH FL, BASIN 102	City of Hialeah, FL - Department of Water And 501 Palm Avenue Miami-Dade Hialeah FL 33010	+1 305 5563800	City of Hialeah, FL - Department of Water And 501 Palm Avenue Miami-Dade Hialeah FL 33010	+1 305 5563800

Product	Diameter	Actual Linear Feet	Month Of Year
STD	8	5,678	2013-08
	10	233	2013-08
STD		5,911	
		Project Total	5,911

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14169116	ORANGE COUNTY,REL#16,SOUTHCHA	County of Orange, FL 9150 Curry Ford Road Orange Orlando FL 32825	+1 407 2549900	County of Orange, FL 9150 Curry Ford Road Orange Orlando FL 32825	+1 407 2549900

Product	Diameter	Actual Linear Feet	Month Of Year
STD	24	905	2013-12
STD		905	
		Project Total	905



Project	Project Description	Customer Information	Owner Information	Customer Phone	Owner Phone
14173005	NORTH MIAMI BEACH FL ASSIGNM#3	City of North Miami Beach, FL City Hall 17011 NE 19th Avenue North Miami Beach FL 33162	City of North Miami Beach, FL City Hall 17011 NE 19th Avenue North Miami Beach FL 33162	+1 305 6241177	+1 305 6241177
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	8	637	2013-09		
	8	206	2013-08		
	8	1,644	2013-06		
	8	2,811	2013-05		
	10	662	2013-09		
	10	1,663	2013-08		
STD		7,643			
	Project Total				7,643

Project	Project Description	Customer Information	Owner Information	Customer Phone	Owner Phone
14173007	NORTH MIAMI BEACH FL WELLFIELD	City of North Miami Beach, FL City Hall 17011 NE 19th Avenue North Miami Beach FL 33162	City of North Miami Beach, FL City Hall 17011 NE 19th Avenue North Miami Beach FL 33162	+1 305 6241177	+1 305 6241177
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	8	1,940	2013-12		
		1,940			
STD					
	Project Total				1,940

Project	Project Description	Customer Information	Owner Information	Customer Phone	Owner Phone
14173904	TAMPA FL, CT#12-C-00001, WOC#23	City of Tampa, FL 1506 Street Louis Street Hillsborough Tampa FL 33602	City of Tampa, FL 1506 Street Louis Street Hillsborough Tampa FL 33602	+1 813 2748916	+1 813 2748916
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	30	843	2013-11		
		843			
STD					
	Project Total				843

Project	Project Description	Customer Information	Owner Information	Customer Phone	Owner Phone
141745	DANIA BEACH FL, PHASE 3	City of Dania Beach, FL 100 W Dania Beach Boulevard Dania FL 33004	City of Dania Beach, FL 100 W Dania Beach Boulevard Dania FL 33004	+1 954 9243740	+1 954 9243740
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	8	2,859	2013-04		
	8	2,455	2013-03		
		5,314			
STD					
	Project Total				5,314



Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
141759	OAKLAND PARK FL	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144	+1 954 5616296	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144	+1 954 5616296
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	8	346	2013-09		
	8	3,208	2013-08		
	8	2,852	2013-07		
	8	5,478	2013-05		
	8	4,005	2013-04		
	8	5,446	2013-03		
	10	183	2013-07		
	10	319	2013-03		
	12	336	2013-07		
	12	122	2013-04		
	12	313	2013-03		
STD		22,808			
	Project Total				22,608

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14175912	OAKLAND PARK FL, W0#2, PHASE III	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144	+1 954 5616296	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144	+1 954 5616296
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	8	3,021	2014-03		
	8	2,012	2014-02		
	10	282	2014-03		
	10	336	2014-02		
STD		5,631			
	Project Total				5,631

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14175913	OAKLAND PARK FL, W0#2, PHASE III	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144	+1 954 5616296	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144	+1 954 5616296
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	8	2,629	2014-03		
	10	1,106	2014-03		
	15	317	2014-03		
STD		4,052			
	Project Total				4,052



Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14179801	JACKSONVILLE FL, PO#807753	City of Jacksonville, FL 609 Street Johns Bluff Road North Duval Jacksonville FL 32225	+1 904 4722900	City of Jacksonville, FL 609 Street Johns Bluff Road North Duval Jacksonville FL 32225	+1 904 4722900
Product	Diameter	Actual Linear Feet	Month Of Year		
AIS	15	57	2013-10		
	15	311	2013-09		
	18	245	2013-10		
	18	31	2013-09		
	19	170	2013-10		
	19	155	2013-09		
	24	213	2013-10		
AIS	21	1,182			
STD	21	150	2013-10		
STD		150			
	Project Total				1,332

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
14180103	VENICE FL, WO#03,VAR.LOC.	City of Venice, FL 200 Warfield Avenue N Sarasota Venice FL 34292-2637	+1 941 4853311	City of Venice, FL 200 Warfield Avenue N Sarasota Venice FL 34292-2637	+1 941 4853311
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	18	383	2014-01		
STD		383			
	Project Total				383

Project	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
141806	CLAY COUNTY, 529 FELLOWS CT.	County of Clay, FL-Public Works -5 Esplanade Avenue Green Cove Springs FL 32043	+1 904 2846335	County of Clay, FL-Public Works 5 Esplanade Avenue Green Cove Springs FL 32043	+1 904 2846335
Product	Diameter	Actual Linear Feet	Month Of Year		
STD	18	100	2013-09		
STD		100			
	Project Total				100



Product	Project Status	Project Description	Actual Linear Feet	Month Of Year
AIS	20	492 2013-05		
	20	500 2013-04		
	30	486 2013-06		
	30	4 2013-05		
	30	333 2013-04		
	42	273 2013-05		
	48	232 2013-05		
	60	341 2013-12		
	64	440 2013-12		
AIS		6,506.2		
	Project Total		6,506	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160823	JA	SARATOGA COUNTY SWR DIST.	County of Saratoga, NY RR 4 & 32 Box 550 Mechanicville NY 12118-0550	+1 518 6647395	County of Saratoga, Ny RR 4 & 32 Box 550 Saratoga Mechanicville NY 12118-0550	+1 518 6647395

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	42	2,091	2013-04
STD	27	690	2013-05
STD		690	
	Project Total		2,781

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160834	JA	BRIDGEPORT, CT-(WPB272125)	City of Bridgeport, Ct - Water Pollution Control 695 Seaview Avenue Fairfield Bridgeport CT 06601	+1 203 3325550	City of Bridgeport, Ct - Water Pollution Control 695 Seaview Avenue Fairfield Bridgeport CT 06601	+1 203 3325550

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	12	204	2013-05
	13	99	2013-04
	14	305	2013-05
	16	161	2013-08
	24	389	2013-09
	36	379	2013-09
	36	72	2013-06
	37	413	2013-09
	38	515	2013-06
	39	52	2013-09
	39	825	2013-06
	42	416	2013-08
	54	320	2013-10
		4,150	
STD	54	315	2013-10
	60	687	2013-11



STD	60	1,166	2013-10
	66	400	2013-07
	66	400	2013-06
STD		2,968	
Project Total			7,118

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160835	JA	MDC-HARTFORD, CT #2009-61	The Metropolitan District Commission-Division 555 Main St Hartford CT 06103-2915	+1 860 2787850	The Metropolitan District Commission 555 Main Street Hartford Hartford CT 06142-0800	+1 860 2787850

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	5,985	2014-04
	8	1,756	2014-01
	8	1,454	2013-11
	8	9,114	2013-10
	8	1,222	2013-09
	8	1,201	2013-08
	8	580	2013-07
	8	3,442	2013-06
	8	725	2013-05
	10	1,378	2013-10
	10	596	2013-09
	10	491	2013-08
	10	89	2013-07
	10	781	2013-06
	12	541	2014-01
	12	1,088	2013-08
	15	244	2013-10
	18	167	2013-08
AIS		30,833.5	
Project Total			30,834

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160836	JA	LOWELL, MA-(TERM) #IFB-13-23	City of Lowell, Ma 451 First Street Boulevard And Route 110 Middlesex Lowell MA 01850	+1 978 9704248	City of Lowell, Ma 451 First Street Boulevard And Route 110 Middlesex Lowell MA 01850	+1 978 9704248

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	483	2013-03
	10	1,213	2013-03
	12	309	2013-03
	15	842	2013-04
	15	243	2013-03
	18	132	2013-04
	36	683	2013-05



AIS 3,705
Project Total 3,705

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160855	JA	LUDLOW CONST.-CHICOPEE, MA	City of Chicopee, Ma 449 Front Street Hampden Chicopee MA 01013-3106	+1 413 5943566	City of Chicopee, Ma 449 Front Street Hampden Chicopee MA 01013-3106	+1 413 5943566

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	10	1,042	2014-03
	15	442	2014-03
AIS	48	1,484	
STD	95	95	2014-04
STD	95	95	
Project Total			1,579

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160857	JA	SB GENERAL CONTRACTING, INC.	City of Taunton, Ma 15 Summer Street Bristol Taunton MA 02780-3430	+1 508 8211027	City of Taunton, Ma 15 Summer Street Bristol Taunton MA 02780-3430	+1 508 8211027

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	10	286	2013-09
	12	1,289	2013-09
	18	407	2014-03
	18	427	2013-10
	18	505	2013-09
	19	258	2014-03
	19	425	2013-10
	19	797	2013-09
	28	1,211	2014-03
	28	1,133	2013-11
	28	1,323	2013-10
	28	689	2013-09
AIS		8,750.2	
STD	12	565	2014-03
STD		565	
Project Total			9,315

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160850	JA	BELMONT, MA	Town of Belmont, Ma - office of Community De Homer Municipal Building Homer Municipal Building 19 Moore Street Middlesex Belmont MA 02478	+1 617 9932650	Town of Belmont, Ma - office of Community De Homer Municipal Building Homer Municipal Building 19 Moore Street Middlesex Belmont MA 02478	+1 617 9932650



Product	Diameter	Actual Linear Feet	Month Of Year
AIS	6	480	2013-10
	6	1,610	2013-09
	6	652	2013-08
	6	895	2013-07
	8	105	2014-03
	8	193	2014-01
	8	4,170	2013-10
	8	2,921	2013-09
	8	1,837	2013-08
	8	1,470	2013-07
	8	3,227	2013-06
	10	287	2014-03
	10	726	2013-10
	10	125	2013-08
	10	896	2013-07
	10	114	2013-06
	12	192	2014-03
	12	1,519	2013-10
	12	234	2013-09
	12	543	2013-06
	15	536	2014-03
	15	1,754	2013-10
	15	1,655	2013-09
	15	282	2013-07
	15	493	2013-06
	18	295	2013-10
	18	207	2013-07
	20	100	2014-03
	24	971	2013-11
	24	554	2013-10
	27	163	2013-08
	30	323	2013-11
AIS		26,248.7	
	Project Total	29,249	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160863	JA	BROOKLINE, MA Crt. #PW 12-34	Town of Brookline Old Lincoln School 194 Boylston Street RT 9 Old Lincoln School 194 Boylston Street RT 9 Norfolk Brookline MA 02445-6853	+1 617 7302000	Town of Brookline Old Lincoln School 194 Boylston Street Rt 9 Old Lincoln School 194 Boylston Street RT 9 Norfolk Brookline MA 02445-6853	+1 617 7302000

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	76	2013-08
	10	635	2013-08
	12	913	2013-09
	12	642	2013-08



Product	AIS	STD	Project Total
	14	18	200
	531	200	6,413
	2013-08	2013-09	2013-08
	586	1,874	956
	2013-09	2013-09	6,213
	18	200	200
	2013-09	2013-09	6,413
	200	200	6,413

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160864	JA	VMS CONST. CO.- SPRAGUE,CT	Town of Sprague, CT 1 Main Street Sprague CT 06330-0677	+1 860 8223000	Town of Sprague, CT 1 Main Street Sprague CT 06330-0677	+1 860 8223000

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	341	2013-06
	12	418	2013-06
	15	346	2013-07
	15	57	2013-06
AIS		1,162	
	Project Total	1,162	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160866	JA	GREATER NEW HAVEN WATER POLL.	City of New Haven, Ct - Water Pollution Contrc 260 East Street New Haven New Haven CT 06511	+1 203 4665281	City of New Haven, Ct - Water Pollution Contrc 260 East Street New Haven New Haven CT 06511	+1 203 4665281

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	723	2013-08
	8	1,439	2013-07
	10	244	2013-08
	12	175	2013-09
	12	57	2013-08
	15	388	2013-11
	15	75	2013-09
	15	1,207	2013-08
	18	467	2013-11
	18	130	2013-09
	18	423	2013-08
AIS		5,328	
	10	237	2013-11
	15	125	2013-07
	18	45	2014-04
	25	39	2014-04
	25	1,012	2013-11
	31	305	2014-04
	31	172	2013-11



STD 1,935
Project Total 7,263

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160870	JA	ATHENS, NY (2013)	Village of Athens 2 First Street Greene Athens NY 12015	+1 518 4521290	Village of Athens 2 First Street Greene Athens NY 12015	+1 518 4521290

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	8,861	2013-11
AIS		8,861	
Project Total		8,861	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160876	JA	WALDEN, NY- TIN BROOK SS	Village of Walden, NY 406 Everett Pl Maybrook NY 12543-1119	+1 914 7781125	Village of Walden, NY 406 Everett Pl Maybrook NY 12543-1119	+1 914 7781125

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	18	886	2013-12
AIS		886	
Project Total		886	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160878	JA	D'ALLESSANDRO CORP-CAMBRIDGE	D'Allessandro Corp 41 Ledlin Dr Norfolk Avon MA 02322-1181	+1 508 5596400	City of Cambridge, Ma 795 Massachusetts Avenue Middlesex Cambridge MA 02139-1413	+1 617 3494848

Product	Diameter	Actual Linear Feet	Month Of Year
STD	45	887	2014-03
STD		887	
Project Total		887	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160882	JA	BRISTOL, RI - CONTRACT #783	Town of Bristol, RI 10 Court St 10 Court Street Bristol Bristol RI 02809-3544	+1 401 2534100	Town of Bristol, RI 10 Court St 10 Court Street Bristol Bristol RI 02809-3544	+1 401 2534100

Product	Diameter	Actual Linear Feet	Month Of Year
STD	8	1,091	2014-03
STD	8	9,887	2014-02
STD	10	1,075	2014-03



STD 12,063

Project Total 12,063

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160886	JA	R.D. EDMUNDS & SONS, INC	City of Manchester, Nh - Department of Highw 300 227 Maple Street Manchester NH 03103-6826	+1 603 6246341	City of Manchester, Nh - Department of Highw 300 227 Maple Street Manchester NH 03103-6826	+1 603 6246341

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	10	198	2014-04
	12	267	2014-04
	15	631	2014-04
	18	703	2014-04
AIS		1,799	
	Project Total	1,799	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160900	JA	R. ZOPPO CORP.-MASSPORT	Massport - Logan Airport 1 Harborside Drive Suffolk East Boston MA 2128	+1 617 5685983	Massport - Logan Airport 1 Harborside Drive Suffolk East Boston MA 2128	+1 617 5685983

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	405	2013-11
	10	440	2013-11
	12	679	2013-11
AIS		1,524	
	Project Total	1,524	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160904	JA	NEW ENGLAND INFRASTRUCTURE,INC	The Salvation Army 24 Happy Hills Lane Windham Ashford CT 06278	+1 860 4296840	The Salvation Army 24 Happy Hills Lane Windham Ashford CT 06278	+1 860 4296840

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	36	264	2013-12
AIS		264	
	Project Total	264	

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160905	JA	National Water Main - Dedham	Town of Dedham, Ma - Department of Public V 55 River Street Norfolk Dedham MA 02026-2935	+1 781 7519350	Town of Dedham, Ma - Department of Public V 55 River Street Norfolk Dedham MA 02026-2935	+1 781 7519350



Product	Diameter	Actual Linear Feet	Month Of Year	
AIS	6	142	2014-04	
	6	332	2014-03	
	8	147	2014-04	
	8	5,301	2014-03	
	8	4,717	2014-01	
	8	3,220	2013-12	
	10	137	2014-03	
	10	132	2014-01	
	12	538	2014-03	
	12	144	2014-01	
	15	762	2014-01	
	AIS		15,572	
	Project Total			15,572

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160907	JA	STOCKBRIDGE, MA - 2013	Town of Stockbridge, Ma Town Hall 6 Main Street Berkshire Stockbridge MA 01262	+1 413 2984170	Town of Stockbridge, Ma Town Hall 6 Main Street Berkshire Stockbridge MA 01262	+1 413 2984170

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	12	3,650	2014-01
		3,650	
Project Total			3,650

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160908	JA	KANDEY CO. - TONAWANDA, NY	City of Tonawanda, Ny 200 Niagara Street Tonawanda NY 14150	+1 716 6951800	City of Tonawanda, Ny 200 Niagara Street Tonawanda NY 14150	+1 716 6951800

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	8	258	2014-01
	8	6,734	2013-12
	10	1,178	2014-01
	10	656	2013-12
	12	332	2014-01
	15	449	2014-01
	15	37	2013-12
	18	3,544	2014-01
	18	2,130	2013-12
	30	2,017	2014-04
	AIS		17,334.4
Project Total			17,334



Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160909	JA	NASHUA, NH - BURKE ST.	City of Nashua, Nh - Department of Public Wor 9 Riverside Street Hillsborough Nashua NH 03062	+1 603 5893140	City of Nashua, Nh - Department of Public Wor 9 Riverside Street Hillsborough Nashua NH 03062	+1 603 5893140

Product	Diameter	Actual Linear Feet	Month Of Year
STD	24	433	2014-03
	24	2,981	2014-02
STD		3,413.9	
		Project Total	3,414

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160910	JA	NASHUA, NH - W. HOLLIS ST.	City of Nashua, Nh - Department of Public Wor 9 Riverside Street Hillsborough Nashua NH 03062	+1 603 5893140	City of Nashua, Nh - Department of Public Wor 9 Riverside Street Hillsborough Nashua NH 03062	+1 603 5893140

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	15	196	2014-02
	18	308	2014-01
	24	301	2014-01
AIS		805.1	
		Project Total	805

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160911	JA	NATIONAL WATER MAIN	Town of Norwood, Ma 566 Washington Street Norfolk Norwood MA 02062	+1 781 7621413	Town of Norwood, Ma 566 Washington Street Norfolk Norwood MA 02062	+1 781 7621413

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	6	1,291	2014-01
	8	57	2014-01
	8	699	2013-12
AIS		2,047	
		Project Total	2,047

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160913	JA	NATIONAL WATER MAIN -NEEDHAM	Town of Needham, Ma 470 Dedham Avenue Norfolk Needham MA 02492-4128	+1 617 4557541	Town of Needham, Ma 470 Dedham Avenue Norfolk Needham MA 02492-4128	+1 617 4557541

Product	Diameter	Actual Linear Feet	Month Of Year
STD	8	141	2014-03



STD 141 Project Total 141

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160915	JA	RJV CONSTR. - BWSC#12-309-009	Boston Water & Sewer Commission 990 Harrison Avenue Suffolk Boston MA 02119-2540	+1 617 9897000	Boston Water & Sewer Commission 990 Harrison Avenue Suffolk Boston MA 02119-2540	+1 617 9897000

Product	Diameter	Actual Linear Feet	Month Of Year
STD	43	995	2014-04
STD		995	
Project Total			995

Project	Project Status	Project Description	Customer Information	Customer Phone	Owner Information	Owner Phone
160916	JA	GVC CONST., INC. - BWSC	D'allessandro Corp 41 Leedin Dr Norfolk Avon MA 02322-1181	+1 508 5596400	Boston Water & Sewer Commission 990 Harrison Avenue Suffolk Boston MA 02119-2540	+1 617 9897000

Product	Diameter	Actual Linear Feet	Month Of Year
AIS	16	374	2014-02
	24	310	2014-03
	24	1,413	2014-02
	26	980	2014-03
	26	323	2014-02
	27	151	2014-02
AIS		3,551.3	
Project Total			3,551



Proprietary and Trade Secret of Insituform Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited

Employee Qualification

Production Snapshot

Project Manager	Status	Emp ID	Region	AIS	ILS	STD	Total
Ball, Jerry L.		1552157	Atlantic	101,318		8,766	110,084
Berger, Brian D.		2739378	Atlantic	54,888		19,818	74,704
Kersthens Jr, William J.		1950155	Atlantic	8,736			8,736
Szela, Mark E.		1843165	Atlantic	199,677		29,425	229,102
Toke, Amal B.		2317714	Atlantic	102,491	5,659	2,801	110,951
Unknown		-1	Atlantic	281,637		1,896	283,533
Total				748,747	5,659	62,703	817,109

Crew Leader	Region	AIS	ILS	STD	Total
Christopher Lonchadis	Atlantic	93,352		1,551	94,903
Gregory Bush	Atlantic	111,155		3,232	114,387
Jose Andino	Atlantic	96,784	1,877	16,161	114,822
Marion Nado	Atlantic	35,758			35,758
Martin Duncan	Atlantic	12,395		4,055	16,450
Mike Hipp	Atlantic	96,206		8,766	104,972
Nelson Leite	Atlantic	56,108		8,958	65,066
Ploir Karłowicz	Atlantic	66,160	3,982	10,982	81,124
Robert Hartman	Atlantic	109,687		1,302	110,989
Shron Colbert	Atlantic	71,142		7,696	78,839
Total		748,747	5,659	62,703	817,109



Proprietary Property and Trade Secret of Insituform, Inc. Unauthorized Use, Dissemination and Disclosure Strictly Prohibited

Contract Qualification Closed Projects - Parameter Summary

Month Ending Date	11-30-2015
Reporting Entity	
JDE Company Code	
Region	
Owner State	FL;LA;MS;TX;AL;AR;KY;CT;VT;RI;VA;NC;SC;MD;OH;DE;PA;DC;CA;AZ;OR;WA;WV;NV;TN;NY;NM;CO;OK;MT;UT;WY;ID
Project Material Family	AIS;ILS;STD
Project Manager	
Project Number	
Project Manager	
Value Range	Start End
Project Value (\$)	1000000
Bid Proposal Date	
Project Closed Date	01-01-2013 12-09-2015
Diameter	
Linear Feet	



Proprietary Property and Trade Secret of Aciplex Inc. Unauthorized Use, Dissemination and Disclosure: Strictly Prohibited.

Contract Qualification Closed Projects - Summary

	AIS	ILS	STD	Total	SR's (laps)
6	7,220	30,929		38,149	0
9	338,016	255,524	86,308	679,848	
10	23,234	9,000	2,798	35,032	
12	19,563	16,886	7,485	43,954	
15	25,969	1,425	12,155	39,549	
16			476	476	
17	243			243	
18	13,486		19,051	32,537	
19	393			393	
20	1,705			1,705	
21	11,289		11,626	22,915	
24	21,265		41,914	63,179	
27	17,827		6,795	24,622	
30	9,510		3,806	13,316	
33	10,939		798	11,737	
35	6,724		6,473	13,197	
37			22	22	
39	400		8,086	8,486	
42	18,489		17,462	35,951	
48	7,661		15,936	23,597	
54	3,309		5,414	8,723	
60	1,363		1,053	2,416	
62			589	589	
64	440			440	
66	116			116	
72			2,100	2,100	
75	603			603	
	3,428		34,230	37,658	
Total	543,191	313,774	284,587	1,141,552	



Proprietary Property and Trade Secret of Insituform, Inc. Unauthorised Use, Dissemination and Distribution Strictly Prohibited

Contract Qualification Closed Projects - Detail

Project JDE Job Number	Role	Project Description	Project Close Date	AIS	ILS	Total	SR's	Project Status	Contract Value	Final Contract Amount
111087	Sub	WHARTON-SMITH, BATON ROUGE LA HIGHLAND RDWASHINGTON ST.						JC	\$1,777,648	\$1,567,559

Project Manager	Bid Date	Project Close Date	AIS	ILS	Total	SR's
Rhoads, Matthew	10-25-2011	12-10-2013	14,591	5,192	19,783	0
			69		69	
			1,617		1,617	
Customer	Owner					
City of Baton Rouge, LA	City of Baton Rouge, LA		412		412	
City Hall	City Hall		460		460	
East Baton Rouge	East Baton Rouge		17,149	5,192	22,341	
Baton Rouge LA 70801-1703	Baton Rouge LA 70801-1703					
+1 225 3893163	+1 225 3893163					
Total						

Project JDE Job Number	Role	Project Description	Project Close Date	AIS	ILS	STD	Total	SR's	Contract Value	Final Contract Amount
111115	Sub	GRADY CRAWFORD CONS.,BATON ROU AIRLINE HWY-GOODWOOD BLVD.PH1						JC	\$2,281,136	\$2,340,750

Project Manager	Bid Date	Project Close Date	AIS	ILS	STD	Total	SR's
Foreman, Calvin Carl	05-23-2012	12-29-2014	63,576	17,003	305	80,884	0
			2,289	433		2,702	
			2,046	249		2,295	
Customer	Owner						
City of Baton Rouge, LA	City of Baton Rouge, LA		2,249			2,249	
City Hall	City Hall		2,454		252	2,706	
East Baton Rouge	East Baton Rouge		1,017			1,017	
Baton Rouge LA 70801-1703	Baton Rouge LA 70801-1703		73,611	17,685	557	91,853	
+1 225 3893163	+1 225 3893163						
Total							



Project JDE Job Number	14169114	Role	Prime	Project Description	ORANGE COUNTY_REL#14_SKYLAKE S SOUTH SUBDIVISION	Project Status	JC	Contract Value	\$1,060,772	Final Contract Amount	\$1,146,957
------------------------	----------	------	-------	---------------------	--	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Gerber, Brandon Wayne	Bid Date	08-19-2013	Project Close Date	02-28-2014	STD	723	Total	723	SR's	0
Customer	County of Orange, FL 9150 Curry Ford Road Orange Orlando FL 32825 +1 407 2549900	Owner	County of Orange, FL 9150 Curry Ford Road Orange Orlando FL 32825 +1 407 2549900								

Project JDE Job Number	141757	Role	Prime	Project Description	FLORIDA DEPT.OF TRANS.,VOLUSIA CT#E5Q61,FIN#42798617206	Project Status	JC	Contract Value	\$1,676,268	Final Contract Amount	\$1,571,077
------------------------	--------	------	-------	---------------------	---	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Curvel, Brandt Mitchell	Bid Date	06-05-2012	Project Close Date	11-24-2013	AIS	200	STD	200	Total	200	SR's	0
Customer	Department of Transportation - State of Florida, FL- District 5 - DeLand 719 South Woodland Boulevard DeLand FL 32720 +1 386 9435475	Owner	Department of Transportation - State of Florida, FL- District 5 - DeLand 719 South Woodland Boulevard DeLand FL 32720 +1 386 9435475										

Project JDE Job Number	141759	Role	Prime	Project Description	OAKLAND PARK FL WWCOLLSYST.REH.P#WWCSR061112	Project Status	JC	Contract Value	\$1,816,113	Final Contract Amount	\$1,744,113
------------------------	--------	------	-------	---------------------	--	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Kendrix, Frank A	Bid Date	07-11-2012	Project Close Date	09-06-2013	STD	29,596	Total	29,596	SR's	0
Customer	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144 +1 954 5616296	Owner	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144 +1 954 5616296								

Customer	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144 +1 954 5616296	Owner	City of Oakland Park, FL 250 NE 33rd Street Fort Lauderdale FL 33334-1144 +1 954 5616296								
----------	---	-------	---	--	--	--	--	--	--	--	--



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
141804	Sub	DALLAS 1 CORP dba DALLAS1 CONS DOWNTOWN CRA W&WW IMPR2013-002	JC	\$1,191,113	\$1,138,354

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Gerber, Brandon Wayne	03-21-2013	12-01-2014	8	21	21
			25,282	25,282	0
Total			25,303	25,303	

Customer
City of Tavares, FL
201 East Main Street
Lake Tavares FL 32778
+1 352 7426209

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
141812	Prime	FLORIDA DEPT.OF TRANS.CT#E5Q80 FIN#42927617205.DRAINAGE&STRUC	JC	\$1,361,717	\$1,298,599

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Curvel, Brandt Mitchell	08-05-2013	04-11-2014	15	1,192	1,192	0
			18	2,534	2,534	
			24	1,723	1,723	
			30	430	430	
			36	1,011	1,011	
			42	268	268	
			48	664	664	
Total			54	7,822	1,073	8,895

Customer
Department of Transportation - State of Florida, FL- District 5 - DeLand
719 South Woodland Boulevard
DeLand FL 32720
+1 386 9435475



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
150473	Sub	MOBILE ASPHALT COM., CONECUH CO PROJ# IM-1065(412), CIPP REHAB	JC	\$1,156,540	\$1,115,015

Project Manager	Bid Date	Project Close Date	A/S	Total	SR's
Powell, Richard	12-07-2012	09-12-2013	2,054	2,054	0
			1,997	1,997	
			547	547	
			233	233	
			687	687	
			724	724	
			368	368	
			6,610	6,610	

Customer
 Department of Transportation - State of Alabama - Main Office-Mobile, AL
 1701 I65 West Service Road North
 Mobile
 Mobile AL 36618
 +1 251 4708219

Owner
 Department of Transportation - State of Alabama - Main Office-Mobile, AL
 1701 I65 West Service Road North
 Mobile
 Mobile AL 36618
 +1 251 4708219

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
150476	Prime	JASPER WATERWORKS & SEWER BRD. CONTRACT 9,SEWER&MANHOLE REHAB	JC	\$1,446,479	\$1,337,034

Project Manager	Bid Date	Project Close Date	A/S	STD	Total	SR's
Powell, Richard	04-04-2013	09-05-2014	5,176		5,176	0
			549		549	
			446		446	
			2,448	1,979	4,427	
			180	6,661	6,661	
			8,779	8,540	17,419	
			6,610	6,610	6,610	

Customer
 City of Jasper, Waterworks & Sewer Bd
 1629 Alabama Ave.
 1629 Alabama Avenue
 Walker
 Jasper AL 35501
 +1 205 2212141

Owner
 City of Jasper, Waterworks & Sewer Bd
 1629 Alabama Ave.
 1629 Alabama Avenue
 Walker
 Jasper AL 35501
 +1 205 2212141



Project/JDE Job Number	Role	Project Description	Project Close Date	Project Status	Contract Value	Final Contract Amount
170715	Prime	AURORA, CO - 2012 2012 CIPP-PRJT. No. 5294A		JC	\$3,885,228	\$4,115,865

Project Manager	Bid Date	Project Close Date	AIS	ILS	Total	SR's
Huss, Eric D	03-22-2012	07-19-2013	1,706	49,541	51,247	0
Customer	City of Aurora, CO		2,823	2,616	5,439	
15151 E Alameda Parkway 3rd Floor	15151 E Alameda Parkway 3rd Floor			10,809	10,809	
Arapahoe	Arapahoe		4,556		4,556	
Aurora CO 80012	Aurora CO 80012		9,085	62,966	72,051	
+1 303 7397000	+1 303 7397000					
Total						

Project/JDE Job Number	Role	Project Description	Project Close Date	Project Status	Contract Value	Final Contract Amount
170733	Prime	AURORA, CO - DUNKIRK PRJT. No. 5321A -DUNKIRK STORM SWR		JC	\$1,329,485	\$1,294,287

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
O'Keefe, Brandon S	12-07-2012	06-14-2013	2,100	2,100	0
Customer	City of Aurora, CO		2,100	2,100	
15151 E Alameda Parkway 3rd Floor	15151 E Alameda Parkway 3rd Floor				
Arapahoe	Arapahoe				
Aurora CO 80012	Aurora CO 80012				
+1 303 7397000	+1 303 7397000				
Total					

Project/JDE Job Number	Role	Project Description	Project Close Date	Project Status	Contract Value	Final Contract Amount
170747	Prime	SOUTHWEST METRO WS DIST. - CO A-LINE INTERCEPTOR REHAB		JC	\$3,537,007	\$3,371,796

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
O'Keefe, Brandon S	06-25-2013	09-30-2014	22	22	0
Customer	Southwest Metropolitan Water & Sanitation District		4,007	4,007	
8739 West Coal Mine Avenue	8739 West Coal Mine Avenue		5,759	5,759	
Littleton CO 80123	Littleton CO 80123		1,045	1,045	
+1 303 9792333	+1 303 9792333		589	589	
Total			11,422	11,422	



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170750	Prime	METRO WWW RECL DIST (PAR 1198) INTERCEPTOR REHAB-2013	JC	\$2,464,373	\$3,001,220
Project Manager	Bid Date	Project Close Date	AIS	STD	Total
Huss,Eric D	05-29-2013	08-01-2014	281	70	281
Customer	Owner	SR's	400	470	0
Metro Wastewater Reclamation District	Metro Wastewater Reclamation District		1,174	1,174	
6450 York Street	6450 York Street		6,020	53	6,073
Adams	Adams		2,941	2,941	
Denver CO 80229-7407	Denver CO 80229-7407		10,816	123	10,939
+1 303 2863000	+1 303 2863000				

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170758	Prime	AURORA, CO - No. 5365A No. 5356A -2013 SANITARY SWR	JC	\$4,004,207	\$3,958,670
Project Manager	Bid Date	Project Close Date	AIS	STD	Total
O'Keefe,Brandon S	08-15-2013	12-06-2014	10,474	1,492	11,966
Customer	Owner	SR's	10,791	4,336	15,127
City of Aurora, CO	City of Aurora, CO		17,827	17,827	
15151 E Alameda Parkway 3rd Floor	15151 E Alameda Parkway 3rd Floor		39,092	5,828	44,920
Arapahoe	Arapahoe				
Aurora CO 80012	Aurora CO 80012				
+1 303 7397000	+1 303 7397000				

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
170779	Prime	SOUTHWEST METRO WWS DIST. - CO C-LINE INTERCEPTOR REHAB	JC	\$1,236,674	\$1,263,174
Project Manager	Bid Date	Project Close Date	STD	Total	SR's
O'Keefe,Brandon S	04-17-2014	02-13-2015	157	157	0
Customer	Owner	SR's	2,282	2,282	
Southwest Metropolitan Water & Sanitation District	Southwest Metropolitan Water & Sanitation District		182	182	
8739 West Coal Mine Avenue	8739 West Coal Mine Avenue		1,611	1,611	
Littleton CO 80123	Littleton CO 80123		2,038	2,038	
+1 303 9792333	+1 303 9792333		1,908	1,909	
			8,179	8,179	



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
18098611	Prime	AUSTIN, TX - WO#3(RELEASE #1) CT10100500011-(CLMC141)	JC	\$2,415,602	\$2,008,672

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Awalt, Joseph L	03-04-2010	04-26-2013	1,716	1,716	0
Total			1,716	1,716	

Customer:
 City of Austin, Tx
 Municipal Building 124th West 8th Street #
 Travis
 Austin TX 78701
 +1 512 4993298

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
18098621	Prime	AUSTIN, TX - WO#4 CIP#2231.104 CT10100500011-(CLMC141)	JC	\$1,945,922	\$2,223,613

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Awalt, Joseph L	03-04-2010	12-16-2013	1,325		1,325	0
Total			1,325		1,325	

Customer:
 City of Austin, Tx
 Municipal Building 124th West 8th Street #
 Travis
 Austin TX 78701
 +1 512 4993298



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181128	Prime	EMERALD FOREST UTILITY DIST. 2011 TURTLE LAKE/TURTLE HILL	JC	\$1,188,788	\$1,110,593

	AIS	Total	SR's
24	50	50	0
Total	50	50	

Project Manager
Unknown

Bid Date 10-18-2011 | **Project Close Date** 05-02-2013

Customer
Emerald Forest Utility District
Jones & Carter
Jones & Carter Inc Consulting Engineers 6
Inc. Consulting Engineers
6335 Gullfion
Harris
Houston TX 77081
+1 713 7775337

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181161	Prime	TRINITY RIVER AUTH.-IRVING, TX ELM FORK RELIEF-CAC-11	JC	\$16,301,538	\$16,641,124

	STD	Total	SR's
7,431	7,431	7,431	0
Total	7,431	7,431	

Project Manager
Await, Joseph L

Bid Date 04-03-2012 | **Project Close Date** 08-10-2014

Customer
Trinity River Authority of Texas
6500 Singleton Boulevard
Dallas
Dallas TX 75212-3018
+1 972 3314309

Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181199	Prime	HARRIS CO MUD#83 (TX)-C/O ENG SS REHAB PHASE I	JC	\$1,001,098	\$806,525

	AIS	Total	SR's
8	11,789	11,789	0
10	4,477	4,477	
12	228	228	
Total	16,494	16,494	

Project Manager
Hale, Patrick D

Bid Date 07-24-2012 | **Project Close Date** 09-18-2013

Customer
Harris County MUD #033 - Houston, TX
10777 Westheimer Road, Suite 400
Harris
Houston TX 77077
+1 281 5588700



Project JDE Job Number 181241	Role Prime	Project Description ARDMORE, OK(NBB#N6)PO#13008789 MAINLINE REPAIRS BASIN 10	Project Status JC	Contract Value \$1,399,794	Final Contract Amount \$1,221,294
Project Manager Hawkins, Kenneth B	Bid Date 01-14-2013	Project Close Date 11-01-2013			
Customer City of Ardmore, OK 317 Veterans Boulevard Ardmore OK 73401-9516 +1 580 2215401	Owner City of Ardmore, OK 317 Veterans Blvd. Ardmore OK 73401-9516 +1 580 2215401				
			A/S	Total	SR's
			5	1,242	0
			8	9,292	0
			10	1,553	0
			12	346	0
			Total	12,433	12,433

Project JDE Job Number 181255	Role Prime	Project Description EL PASO H2O UTIL PUB SVC B8377 LOWER VALLEY INTERCEPTOR(BB#377)	Project Status JC	Contract Value \$3,447,765	Final Contract Amount \$3,635,266
Project Manager Awalt, Joseph L	Bid Date 02-09-2013	Project Close Date 05-23-2014			
Customer El Paso Water Utilities, TX 1154 Hawkins Boulevard El Paso TX 79901 +1 915 5945674	Owner El Paso Water Utilities 1154 Hawkins Blvd. 1154 Hawkins Boulevard El Paso TX 79901 +1 915 5945674				
			STD	Total	SR's
			39	8,016	0
			Total	8,016	8,016

Project JDE Job Number 181306	Role Prime	Project Description NORTH TEXAS MWD- Pjt. No. 300 ASAP GRAVITY INTERCEPTOR	Project Status JC	Contract Value \$3,202,286	Final Contract Amount \$3,081,886
Project Manager Awalt, Joseph L	Bid Date 09-10-2013	Project Close Date 02-13-2015			
Customer North Texas Municipal Water District 505 E Brown St Wylie TX 75098-4406 +1 972 4425405	Owner North Texas Municipal Water District 505 E Brown Street Collin Wylie TX 75098-4406 +1 972 4425405				
			STD	Total	SR's
			27	4,757	0
			33	798	0
			42	3,589	0
			Total	9,144	9,144



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181323	Prime	FORT BEND CO. WCID 2 STAFFORD RUN CREEK	JC	\$3,822,246	\$3,751,561

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Gabrysych, Kevin	10-09-2013	05-22-2015	2,722	2,722	0
			4,775	4,775	
			8	8	
Total			7,505	7,505	

Customer
 Fort Bend County Wcid 2
 2331 S Main Street
 Stafford TX 77477
 +1 713 7775337

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181325	Prime	ODESSA, TX JOB #130151-22 24" MUSKINGUM INTERCEPTOR SWR	JC	\$2,397,000	\$2,790,651

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Hawkins, Kenneth B	09-24-2013	02-06-2015	1,494	16,972	18,466	0
			1,494	16,972	18,466	
Total						

Customer
 City of Odessa, Tx
 411 W 8th
 Odessa TX 79760
 +1 915 3353253

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
181374	Prime	LAREDO, TX (BB#415) SHILOH DR. MCPHERSON RD. TO IH-35	JC	\$1,705,787	\$1,693,479

Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Gabrysych, Kevin	01-29-2014	05-22-2015	3,038	3,038	0
			5,447	5,447	
Total			8,485	8,485	

Customer
 City of Laredo, Tx
 5816 Daugherty
 Laredo TX 78044
 +1 956 7901999



Project/JDE Job Number	Role	Project Description	Bid Date	Project Close Date	STD	Total	SR's	Contract Value	Final Contract Amount
181398	Prime	EL PASO H2O UTIL PUB SVC BB425 LOWER VALLEY INTERCPTR(BB#377)	04-11-2014	05-22-2015	5,397	5,397	0	\$1,225,481	\$1,112,317

Project Manager	Project Close Date
Await, Joseph L	05-22-2015
Total	5,397

Customer
 El Paso Water Utilities, TX
 1154 Hawkins Blvd.
 1154 Hawkins Boulevard
 El Paso TX 79901
 +1 915 5945674

Project/JDE Job Number	Role	Project Description	Bid Date	Project Close Date	AIS	Total	SR's	Contract Value	Final Contract Amount
190777	Prime	EAST BAY MUD - ALAMEDA, CA VERSAILLES INTERCPTR #SD-354	11-08-2013	08-01-2014	3,158	3,158	0	\$1,248,760	\$1,194,304

Project Manager	Project Close Date
Boyer, William Spencer	08-01-2014
Total	3,158

Customer
 East Bay Municipal Utility District (EBMUD) *Use this one
 375 11th Street
 Alameda
 Oakland CA 94607-4246
 +1 510 2870142

Project/JDE Job Number	Role	Project Description	Bid Date	Project Close Date	AIS	Total	SR's	Contract Value	Final Contract Amount
192128	Sub	TAB CONTRACTORS, INC. WPCF - PWP-CL-2012-217	06-01-2012	12-05-2014	1,540	1,540	0	\$1,492,500	\$1,294,005

Project Manager	Project Close Date
Shetter, Andrew Warren	12-05-2014
Total	1,540

Customer
 City of Las Vegas, NV
 400 Stewart Avenue
 Clark
 Las Vegas NV 89101-2927
 +1 702 2296272



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200177	Prime	BEVERLY HILLS, CA SWR PIPELINE & MHL/ VAR. LOC	JC	\$4,737,872	\$4,908,862
Project Manager	Bid Date	Project Close Date	AIS	ILS	Total
Calvario, Leonardo Ismael	06-08-2012	03-27-2015	5	21,576	21,576
Customer	Owner	SR's	8	74,740	75,413
City of Beverly Hills, CA	City of Beverly Hills, CA	0	10	5,608	5,608
City Hall 345 N. Foothill	City Hall 345 N. Foothill	12	5,716	5,716	5,716
City Hall 345 N Foothill	City Hall 345 N Foothill	15	248	1,425	1,673
Los Angeles	Los Angeles	Total	921	109,065	109,986
Beverly Hills CA 90210	Beverly Hills CA 90210				
+1 310 2852500	+1 310 2852500				

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200179	Prime	VISTA CA, CIP#8164 GRAVITY MAIN DUCTILE IRON PIPE	JC	\$2,673,117	\$2,729,955
Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Unknown	06-15-2012	04-01-2013	36	1,585	1,585
Customer	Owner	Total	1,585	1,585	0
City of Vista, CA	City of Vista, CA				
800 Eucalyptus Avenue	800 Eucalyptus Avenue				
San Diego	San Diego				
Vista CA 92085-1988	Vista CA 92085-1988				
+1 760 7261340	+1 760 7261340				

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
200180	Prime	VISTA CA, CIP#8165 AGE/CONDITION RELATED SWR REHB	JC	\$3,025,200	\$3,068,878
Project Manager	Bid Date	Project Close Date	AIS	ILS	Total
Rubio, Jeffrey Louis	08-29-2012	05-02-2014	8	54,669	55,637
Customer	Owner	SR's	10	61	61
City of Vista, CA	City of Vista, CA	1,439	1,317	122	1,439
800 Eucalyptus Avenue	800 Eucalyptus Avenue	Total	1,683	54,791	57,137
San Diego	San Diego				
Vista CA 92085-1988	Vista CA 92085-1988				
+1 760 7261340	+1 760 7261340				



Project/JDE Job Number	Role	Project Description	Bid Date	Project Close Date	AIS	ILS	STD	Total	SR's	Contract Value	Final Contract Amount
200185	Prime	CULVER CITY, CA - P-306 (PH II & III)BRADDOCK #P-984	12-13-2012	08-29-2014	2,443	9,353		11,796	0	\$3,855,236	\$4,687,734
Project Manager: Rubio, Jeffrey Louis											
Customer: City of Culver City, CA 9770 Culver Boulevard Culver City CA 90232-2703 +1 310 2535600											
					6	4,984	343	5,327			
					8	2,156	189	2,156			
					10	38		38			
Total					30,763	58,337	189	89,289			

Project/JDE Job Number	Role	Project Description	Bid Date	Project Close Date	AIS	Total	SR's	Contract Value	Final Contract Amount
200187	Sub	CDM CONSTRUCTORS, -THERMAL, CA COACHELLA VALLEY WATER-62ND	02-19-2013	06-16-2014	10,939	10,939	0	\$4,079,046	\$4,181,330
Project Manager: Rubio, Jeffrey Louis									
Customer: CDM Constructors Inc 9220 Cleveland Avenue Suite 100 San Bernardino Rancho Cucamonga CA 91730 +1 909 5759500									
					33	15,335			
					42	26,274			
Total					25,274	26,274			

Project/JDE Job Number	Role	Project Description	Bid Date	Project Close Date	AIS	STD	Total	SR's	Contract Value	Final Contract Amount	
202171	Prime	KING COUNTY, WA #C00797C13 EASTGATE INTERCEPTOR PHASE 1	04-04-2013	11-15-2013	212	246	2,791	0	\$1,157,108	\$1,251,442	
Project Manager: Gann, Richard											
Customer: County of King, Wa Housing Authority 600 Andover Park West King Seattle WA 98168 +1 206 5741196											
					24	212	2,791	0			
					30	246	212				
					36	480	501				
					48	3,517	3,750				
Total					233	3,517	3,750				



Project/JDE Job Number	25018604	Role	Prime	Project Description	FIRST UTILITY DIST. OF KNOX CO 2008 SANIT. SEWER REHAB.CO#6	Project Status	JC	Contract Value	\$2,060,018	Final Contract Amount	\$2,015,889
------------------------	----------	------	-------	---------------------	---	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Bid Date	Project Close Date	SR's
Cornell, William H	01-30-2013	01-27-2014	0
Total			70,353

Customer
 First Utility District
 PO Box 22580
 Knoxville TN 37933-0580
 +1 865 9669741

Project/JDE Job Number	250254	Role	Prime	Project Description	MURFREESBORO W/S DEPT-2012 2012 REHAB & MAINTENANCE CNTRT	Project Status	JC	Contract Value	\$1,084,125	Final Contract Amount	\$1,938,276
------------------------	--------	------	-------	---------------------	---	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Bid Date	Project Close Date	SR's
Cornell, William H	12-06-2011	12-17-2013	0
Total			1,865

Customer
 City of Murfreesboro, TN
 111 West Vine Street
 Rutherford
 Murfreesboro TN 37130
 +1 615 8935210

Project/JDE Job Number	250261	Role	Prime	Project Description	PADUCAH-MCCRACKEN JT SWR AGENC CONTRACT 8-PRJT. No. 3325-39	Project Status	JC	Contract Value	\$1,439,526	Final Contract Amount	\$1,187,797
------------------------	--------	------	-------	---------------------	---	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Bid Date	Project Close Date	SR's
Cornell, William H	05-22-2012	06-21-2013	0
Total			578

Customer
 City of Paducah, KY
 300 South 5th Street
 McCracken
 Paducah KY 42001
 +1 270 4448567



Project/JDE Job Number	250265	Role	Prime	Project Description	CLEVELAND UTILITIES - TN SS BASIN 31-45 REHAB	Project Status	JC	Contract Value	\$1,176,226	Final Contract Amount	\$984,142
------------------------	--------	------	-------	---------------------	---	----------------	----	----------------	-------------	-----------------------	-----------

Project Manager	Cornell, William H	Bid Date	07-26-2012	Project Close Date	06-28-2013
-----------------	--------------------	----------	------------	--------------------	------------

Customer
City of Cleveland, TN
2435 Guthrie Drive
Bradley
Cleveland TN 37320
+1 423 4724521

	STD	Total	SR's
24	1,364	1,364	0
Total	1,364	1,364	

Project/JDE Job Number	250273	Role	Prime	Project Description	WEST KNOX UTILITY DIST. 2012 SS BASINS 1-6 REHAB.	Project Status	JC	Contract Value	\$2,536,442	Final Contract Amount	\$2,793,730
------------------------	--------	------	-------	---------------------	---	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Cornell, William H	Bid Date	09-25-2012	Project Close Date	09-27-2013
-----------------	--------------------	----------	------------	--------------------	------------

Customer
West Knox Utility District
2328 Lovell Rd
Knoxville TN 37950-1370
+1 423 6902521

	AIS	STD	Total	SR's
6	117		117	0
8	21,596		21,596	
12	1,716		1,716	
15	2,109	675	2,784	
18	658	4,604	5,262	
21	164		164	
24		415	415	
Total	26,360	5,694	32,054	

Project/JDE Job Number	250285	Role	Prime	Project Description	SPRINGFIELD, TN - PHASE1A PRIORITY BASINS REHAB-BASIN 1A	Project Status	JC	Contract Value	\$2,278,825	Final Contract Amount	\$2,552,316
------------------------	--------	------	-------	---------------------	--	----------------	----	----------------	-------------	-----------------------	-------------

Project Manager	Cornell, William H	Bid Date	07-02-2013	Project Close Date	11-19-2014
-----------------	--------------------	----------	------------	--------------------	------------

Customer
City of Springfield, TN
824 Central Ave W
Springfield TN 37172-2788
+1 615 3821600

	AIS	STD	Total	SR's
8	725	30,988	31,713	0
Total	725	30,988	31,713	



Project JDE Job Number 250287 | **Project Description** METRO GOV.NASH/DAV. NEELY'S | **Bid Date** 08-02-2013 | **Project Close Date** 01-23-2015 | **Project Status** JC | **Contract Value** \$2,412,636 | **Final Contract Amount** \$2,251,106

Prime METRO GOV.NASH/DAV. NEELY'S | **Bid Date** 08-02-2013 | **Project Close Date** 01-23-2015

	AIS	Total	SR's
3	17,758	17,758	0
15	2,189	2,189	
16	629	629	
Total	20,576	20,576	

Customer
 Metro Water Svcs
 1600 Second Avenue North
 Davidson
 Nashville TN 37208
 +1 615 8624600

Project JDE Job Number 250298 | **Project Description** HALL CONT. OF KY.STP7978(003) | **Bid Date** 09-27-2013 | **Project Close Date** 11-07-2014 | **Project Status** JC | **Contract Value** \$1,486,910 | **Final Contract Amount** \$1,486,910

Sub HALL CONT. OF KY.STP7978(003) | **Bid Date** 09-27-2013 | **Project Close Date** 11-07-2014

	AIS	Total	SR's
12	29	29	0
18	166	166	
24	76	76	
36	45	45	
60	1,022	1,022	
66	116	116	
75	603	603	
Total	2,056	2,056	

Customer
 Hall Contracting of Kentucky, Inc.
 3800 Crittenden Drive
 Jefferson
 +1 502 9923727



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
27047102	Prime	FAYETTEVILLE PWC, YR#2, PR10-13 REHAB OF SM. DIAM. SEWER MAINS	JC	\$1,665,561	\$2,240,000
Project Manager	Bid Date	Project Close Date	AIS	STD	Total
Kerstiens Jr, William J	10-11-2013	05-03-2015	9,417	5,706	15,123
Customer	Owner	SR's	785	785	0
City Of Fayetteville, NC PWC	City Of Fayetteville, NC PWC		1,822	2,821	4,443
955 Old Wilmington Road	955 Old Wilmington Road		5,276	5,276	5,276
Cumberland	Cumberland		476	476	476
Fayetteville NC 28301	Fayetteville NC 28301		2,040	2,040	2,040
+1 910 2234718	+1 910 2234718		2,780	2,780	2,780
Total			11,824	19,648	31,472

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
270480	Prime	FAYETTEVILLE PWC,OUTFALL REHAB OUTFALL SEWER MAIN REHAB	JC	\$2,711,752	\$3,827,061
Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Kerstiens Jr, William J	10-11-2012	01-17-2014	7,471	7,471	0
Customer	Owner	SR's	7,471	7,471	0
City Of Fayetteville, NC PWC	City Of Fayetteville, NC PWC				
955 Old Wilmington Road	955 Old Wilmington Road				
Cumberland	Cumberland				
Fayetteville NC 28301	Fayetteville NC 28301				
+1 910 2234718	+1 910 2234718				

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
270500	Prime	NORTH CHARLESTON SEWER DIST. 3YR CIPP SS REHAB,PH3,PO132403	JC	\$3,230,842	\$4,122,740
Project Manager	Bid Date	Project Close Date	STD	Total	SR's
Kerstiens Jr, William J	06-18-2013	12-29-2014	5,091	5,091	0
Customer	Owner	SR's	4,341	4,341	0
North Charleston Sewer District, SC	North Charleston Sewer District, SC		9,432	9,432	0
7225 Stall Road	7225 Stall Road				
Charleston	Charleston				
North Charleston SC 29406-4422	North Charleston SC 29406-4422				
+1 843 7643072	+1 843 7643072				



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
380097	Prime	COLUMBUS, OH - CIP#650404-100035 2010 ANNUAL LINING CONTRACT	JC	\$2,419,235	\$2,068,400

Project Manager	Bid Date	Project Close Date	AIS	Total	SR's
Ball, Jerry L	12-15-2010	03-25-2014	302	302	0
			349	349	
			651	651	
			Total		

Customer
City of Columbus, OH-Broad Street
90 West Broad Street
Franklin
Columbus OH 43215
+1 614 6458100

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
380142	Prime	BOARD OF CO. COMM. CLERMONT CO COLLECTION SYS. #6402-52002	JC	\$1,428,864	\$1,375,902

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Ball, Jerry L	08-22-2013	09-30-2014	10,544	718	11,262	0
			868		868	
			895	895	895	
			366	366	366	
			165	165	165	
			Total	2,144	13,556	

Customer
Clermont County
2379 Clermont Center Drive
Batavia OH 45103
+1 513 7327930

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
390305	Prime	PITTSBURGH W&S AUTH (PWSA) SEWER LINING PRJ#P-B2.08034-22	JC	\$1,165,770	\$398,681

Project Manager	Bid Date	Project Close Date	AIS	STD	Total	SR's
Ball, Jerry L	04-02-2009	09-04-2014		362	362	0
			262	292	554	
			262	654	916	
			Total			

Customer
Pittsburgh Water & Sewer Authority
Penn Liberty Plaza | 1200 Penn Avenue
Allegheny
Pittsburgh PA 15222
+1 412 2558800



Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
39033803	Sub	AMERICAN WATER OPER. & MAINT. FT. BELVOIR(DEPT. OF ARMY)	JC	\$1,033,681	\$820,036
Project Manager	Bid Date	Project Close Date	ALS	Total	SR's
Berger, Brian D	05-09-2008	09-27-2013	165	165	0
Customer	Owner		ALS	Total	SR's
US Army - Fort Belvoir	US Army - Fort Belvoir		3,260	3,260	
9430 Jackson Loop	9430 Jackson Loop		444	444	
9430 Jackson Loop Suite 213	9430 Jackson Loop Suite 213		220	220	
Suite 213	Suite 213		1,024	1,024	
Fairfax	Fairfax		1,734	1,734	
Fort Belvoir VA 22060	Fort Belvoir VA 22060		651	651	
+1 703 5458700	+1 703 5458700		7,499	7,499	

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
390381	Prime	BALTIMORE CO. CONT#10205 SXO ALDER/SOUTHERN CROSS/PATTERSON	JC	\$1,585,512	\$1,323,843
Project Manager	Bid Date	Project Close Date	ALS	Total	SR's
Berger, Brian D	04-07-2011	07-12-2013	191	191	0
Customer	Owner		ALS	Total	SR's
County of Baltimore, MD-Department of Public Works, MD	County of Baltimore, MD-Department of Public Works, MD		191	191	
111 West Chesapeake Avenue	111 West Chesapeake Avenue				
Baltimore	Baltimore				
Towson MD 21204	Towson MD 21204				
+1 410 8873461	+1 410 8873461				

Project/JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
390419	Prime	LOUDOUN COUNTY SANITATION CABIN BRANCH SS RE-LINING	JC	\$1,139,984	\$1,183,353
Project Manager	Bid Date	Project Close Date	ALS	Total	SR's
Berger, Brian D	03-20-2012	05-07-2013	1,054	1,054	0
Customer	Owner		ALS	Total	SR's
LoudounWater	LoudounWater		438	438	
44865 Loudoun Way	44865 Loudoun Way		552	552	
Loudoun	Loudoun		216	216	
Ashburn VA 20147	Ashburn VA 20147		2,259	2,259	
+1 571 2917700	+1 571 2917700				



Project JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
390426	Prime	WESTERN VIRGINIA WATER AUTH. CONTRACT 1A-MANHOLE & SWR LNG	JC	\$1,380,872	\$1,458,761

	AIS	Total	SR's
Total	18	231	0

Project Manager	Bid Date	Project Close Date
Berger, Brian D	03-28-2012	02-26-2014

Customer
 Western Virginia Water Authority -
 Department-Roanoke, VA- Jefferson
 St
 601 S Jefferson Street
 Roanoke City
 Roanoke VA 24011
 +1 540 8535700

Owner
 Western Virginia Water Authority -
 Department-Roanoke, VA- Jefferson
 St
 601 S Jefferson Street
 Roanoke City
 Roanoke VA 24011
 +1 540 8535700



NORTH BAY VILLAGE POLICE DEPARTMENT

10J

RECOMMENDATION MEMORANDUM

DATE: April 1, 2016

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

RECOMMENDED BY STAFF/COMMISSIONER:
Frank Rollason, Village Manager

A handwritten signature in blue ink, likely belonging to Frank Rollason, the Village Manager.

PRESENTED BY STAFF:
Carlos Noriega, Police Chief

A handwritten signature in blue ink, likely belonging to Carlos Noriega, the Police Chief.

SUBJECT: April 2016 Village Commission Meeting
Request to appropriate Unassigned Fund Balance

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving \$35,000.00 from the Unassigned Fund Balance for the purchase of two (2) new Mercury Verado Engines for the Police Boat from Central Florida Yamaha, under the piggyback purchase provisions, pursuant to Section 36.25(J) of the North Bay Village Code of Ordinances.

BACKGROUND:

On April 14, 2015, the Village Commission approved Resolution No. 2015-40 for the purchase of a used Police Boat and Trailer at a cost of \$39,606.00. One of the engines suffered a catastrophic failure. The other engine has similar problems and is nearing the end of its life expectancy. The engines were examined by a Mercury certified mechanic who determined the current status of both engines. Central Florida Yamaha is the only Mercury GSA approved dealer in the State of Florida.

1841 GALLEON STREET, NORTH BAY VILLAGE, FL 33141
MIAMI-DADE COUNTY
PHONE #305-758-2626 FAX #305-866-7513

We are requesting approval to transfer \$35,000.00 from the Unassigned Fund Balance to cover the cost of the two (2) new engines, installation and any other related expenses.

We intend to piggyback the purchase under the Mercury GSA Federal Contract #GS-07F-0007J.

FINANCIAL IMPACT:

Reduce Unassigned Fund Balance
Amount: \$35,000.00

PERSONNEL IMPACT:

There will be no personnel impact.

CONTACT:

Frank K. Rollason, Village Manager
Carlos Noriega, Chief of Police



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: April 4, 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, APPROVING THE EXPENDITURE OF UP TO \$35,000 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE FOR THE PURCHASE OF TWO NEW MERCURY VERADO ENGINES FOR THE POLICE BOAT, FROM CENTRAL FLORIDA YAMAHA, UNDER THE PIGGYBACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AND SETTING 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

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF UP TO \$35,000 FROM THE GENERAL FUND UNASSIGNED FUND BALANCE FOR THE PURCHASE OF TWO NEW MERCURY VERADO ENGINES FOR THE POLICE BOAT, FROM CENTRAL FLORIDA YAMAHA, UNDER THE PIGGYBACK PURCHASE PROVISION, PURSUANT TO SECTION 36.25(J) OF THE VILLAGE CODE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the Village Commission adopted Resolution No. 2015-50 on April 14, 2015 authorizing an Interlocal Agreement with the Town of Golden Beach for the purchase of a Police Boat and Trailer; and

WHEREAS, one of the boat's engines failed, and the other is nearing the end of its life expectancy; and

WHEREAS, the Village Commission desires to piggyback the purchase of two new Mercury Verado Engines from Central Florida Yamaha under the Mercury GSA Federal Contract, GS-07F-0007J; and

WHEREAS, pursuant to Section 36.25(J) of the Village's Procurement Ordinance, the Village Manager has the authority to waive the competitive bidding process, when he determines that the purchase meets acceptability criteria and the supplier has been selected in a competitive bidding process within the last 36-month period by another governmental entity or public agency.

WHEREAS, Central Florida Yamaha is the only Mercury GSA approved dealer in the State of Florida.

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. Purchase Approval: The Village Commission hereby approves the expenditure of up to \$35,000 to Central Florida Yamaha for the purchase of two new Mercury Verado Engines for the police boat, under the piggyback provision, as per Section 36.25(J) of the Village Code.

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 12th day of April 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: Purchase of two new engines for the Police Boat-\$35,000 Expenditure.



MERCURY

Government Sales
mercurygovsales.com

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

“PRICES SHOWN HEREIN ARE NET (DISCOUNT DEDUCTED)”

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™ a menu driven database system. The Internet address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

FSC Group 19 Part 1
FSC Class 2805
Marine Craft and Equipment
Inboard and Outboard Engines
Towable Bladders, Floating Barriers and Buoys

Contract Number: GS-07F-0007J

Contract Period: October 1, 1998, through September 29, 2018

Contractor: Mercury Marine - Division of Brunswick Corp.
W6250 Pioneer Road, P.O. Box 1939
Fond du Lac, WI 54936-1939
Phone #: (920) 924-2030
Toll Free #: 1-866-408-6372
Fax #: (920) 924-1488

Business Size: Large

SUPPLEMENT NO. 17
EFFECTIVE 9/1/2013



1998 GENERAL SERVICES ADMINISTRATION

Authorized Federal Supply Price List -- Small craft and marine equipment boats, motors, and accessories

GSA CONTRACT #GS-07F-0007J

AWARDED SPECIAL ITEMS: 260-09 Outboard Motors, pages 3-6

LOWEST PRICED MODEL & UNIT PRICE: 4ML FourStroke @ \$964.00 each

MAXIMUM ORDER: \$315,000.00

MINIMUM ORDER: \$100.00

GEOGRAPHIC COVERAGE: 48 contiguous states and the District of Columbia

POINTS OF PRODUCTION: City: Fond du Lac
County: Fond du Lac
State: Wisconsin
International: Japan

STATEMENT OF NET PRICE: See price schedule on pages 3-6

QUANTITY DISCOUNT: None

PROMPT PAYMENT TERMS: 2% 20 days, net 30 days

GOVERNMENT COMMERCIAL CREDIT CARDS: Accepted up to and above the micro-purchase threshold.

DISCOUNT FOR PAYMENT (CREDIT CARD): None

FOREIGN ITEMS: 4, 5, 6, 9.9 and 30 hp FourStroke models.

DELIVERY: 30 days ARO

EXPEDITED DELIVERY: Available if product is in stock when order is placed

OVERNIGHT & 2ND DAY DELIVERY: Air freight service available on product in stock. Contact Mercury Marine contract representative for rate information.

F.O.B. POINTS: F.O.B. Destination, 48 contiguous states and the District of Columbia

ORDERING ADDRESS:

Mercury Marine -- Division of Brunswick Corp.
Government Sales
P.O. Box 1939
Fond du Lac, WI 54936-1939
Phone #: 1-866-408-6372

PAYMENT ADDRESS:

Mercury Marine
24751 Network Place
Chicago, IL 60673-1247

WARRANTY PROVISIONS: 3 years parts & labor plus 3 years corrosion failure protection for all engines.

EXPORT PACKING CHARGES: N/A

GOVERNMENT CREDIT CARD ACCEPTANCE TERMS AND CONDITIONS: N/A

RENTAL, MAINTENANCE AND REPAIR TERMS AND CONDITIONS: N/A

INSTALLATION INFORMATION: Not under contract. Mercury Marine products can be installed by independent Mercury Marine dealers nationwide. Check local yellow page listings under "Boat Dealers" for more information.

REPAIR PARTS TERMS AND CONDITIONS: Not under contract. A complete line-up of rigging accessories and service replacement parts are available from Mercury Marine to all government agencies. For more information or assistance, contact Mercury Marine Government Sales Dept. at 1-866-408-6372.

DISTRIBUTION POINT: Fond du Lac, WI Phone: 920/929-5000

SERVICE POINTS: Mercury Marine products are serviced by our independent dealers nationwide. Check local yellow page listings under "Boat Dealers" for more information.

LIST OF PARTICIPATING DEALERS: Not under contract

PREVENTIVE MAINTENANCE: Not awarded under this contract

YEAR 2000 (Y2K) COMPLIANT: Yes

DUNS NUMBER: 612548743

Contractor is registered in Central Contractor Registration (CCR) Database.

TRADE AGREEMENT ACT: All engines listed on contract are manufactured in trade compliant countries.

ISO CERTIFICATION: Mercury Marine is an ISO 9001:2008 certified manufacturer of marine propulsion and related components.

MODEL DESCRIPTION KEY

M	Manual	XXL	Extra Extra Long Shaft (30")
L	Long Shaft (20")	E	Electric Start
H	Tiller Handle Control & Steering	EFI	Electronic Fuel Injection
PT	Power Trim & Tilt	OPTIMAX	EPA Certified Low Emissions Outboard for 2006 Plus California Air Resources Board (CARB) 2 & 3 Star Ratings
C	Counter Rotation		
XL	Extra Long Shaft (25")		



MERCURY

STANDARD EQUIPMENT

GSA CONTRACT #GS-07F-0007J PRICE LIST

PART#	MODEL	GSA PRICE	SHAFT LENGTH	TILLER HANDLE	REMOTE FUEL TANK	PROPELLER	EMERGENCY STOP SWITCH	ELECTRIC START	ALTERNATOR	STEERING CONNECTOR KIT	OIL INJECTION	LOW OIL WARNING SENSOR	POWER TRIM	COUNTER ROTATION	OVERHEAT WARNING SENSOR	GAS ASSIST
FOURSTROKE OUTBOARD MODELS																
1F04211EK	4ML FourStroke	\$964	20"	•		•	•									
1FX5201EK	5M FourStroke	\$1,025	15"	•		•	•									
1F05216EK	5ML FourStroke	\$1,054	20"	•		•	•									
1FX6201EK	6M FourStroke	\$1,193	15"	•		•	•									
1FX6211EK	6ML FourStroke	\$1,218	20"	•		•	•									
1F10211EK	9.9ML FourStroke	\$1,579	20"	•	•	•	•									
1F10312EK	9.9EL FourStroke	\$1,859	20"			•	•		•	•	•					
1A3G312EK	30EL FourStroke EFI	\$3,225	20"					•	•	•	•				•	•
1A3G311EK	30ELH FourStroke EFI	\$3,301	20"	•			•	•	•	•					•	•
1A30411EK	30ELHPT FourStroke EFI	\$3,574	20"	•			•	•	•	•			•		•	•
1A30413EK	30ELPT FourStroke EFI	\$3,498	20"					•	•	•			•		•	•
1F75413ED	75ELPT FourStroke EFI	\$5,529	20"					•	•	•			•		•	•
1F90413ED	90ELPT FourStroke EFI	\$5,699	20"					•	•	•			•		•	•
1F90423ED	90EXLPT FourStroke EFI	\$5,722	25"					•	•	•			•		•	•
1115F13KD	115ELPT FourStroke EFI	\$6,251	20"					•	•	•			•		•	•
1115F23KD	115EXLPT FourStroke EFI	\$6,270	25"					•	•	•			•		•	•
1150F13HD	150L FourStroke EFI	\$8,082	20"					•	•				•		•	•
1150F23HD	150XL FourStroke EFI	\$8,132	25"					•	•				•		•	•
1150F24HD	150CXL FourStroke EFI	\$8,452	25"					•	•				•	•	•	•
VERADO																
1201V13ED	200L Verado FourStroke- 4 cyl	\$10,613	20"					•	•				•		•	•
1201V23ED	200 XL Verado FourStroke- 4 cyl	\$10,726	25"					•	•				•		•	•
1201V24ED	200CXL Verado FourStroke- 4 cyl	\$11,045	25"					•	•				•	•	•	•
1225V13KD	225L Verado 4 Stroke	\$12,531	20"					•	•				•		•	•
1225V23BD	225XL Verado FourStroke	\$12,614	25"					•	•				•		•	•
1225V24BD	225CXL Verado FourStroke	\$12,990	25"					•	•				•	•	•	•
1225V33BD	225XXL Verado FourStroke	\$12,820	30"					•	•				•		•	•
1225V34BD	225CXXL Verado FourStroke	\$13,183	30"					•	•				•	•	•	•
1250V23BD	250XL Verado FourStroke	\$13,129	25"					•	•				•		•	•
1250V24BD	250CXL Verado FourStroke	\$13,635	25"					•	•				•	•	•	•
1250V33BD	250XXL Verado FourStroke	\$13,469	30"					•	•				•		•	•
1250V34BD	250CXXL Verado FourStroke	\$13,831	30"					•	•				•	•	•	•
1300V13BD	300L Verado FourStroke	\$14,539	20"					•	•				•		•	•
1300V14BD	300CL Verado FourStroke	\$14,975	20"					•	•				•	•	•	•
1300V23BD	300XL Verado FourStroke	\$14,536	25"					•	•				•		•	•
1300V24BD	300CXL Verado FourStroke	\$14,832	25"					•	•				•	•	•	•
1300V33BD	300XXL Verado FourStroke	\$14,649	30"					•	•				•		•	•
1300V34BD	300CXXL Verado FourStroke	\$14,938	30"					•	•				•	•	•	•
1301V13BD	300L Verado Heavy Duty	\$14,685	20"					•	•				•		•	•
1301V14BD	300CL Verado Heavy Duty	\$15,124	20"					•	•				•	•	•	•
1301V23BD	300XL Verado Heavy Duty	\$14,685	25"					•	•				•		•	•
1301V24BD	300CXL Verado Heavy Duty	\$14,981	25"					•	•				•	•	•	•



MERCURY



STANDARD EQUIPMENT

GSA CONTRACT #GS-07F-0007J PRICE LIST

PART#	MODEL	GSA PRICE	SHAFT LENGTH	TILLER HANDLE	REMOTE FUEL TANK	PROPELLER	EMERGENCY STOP SWITCH	ELECTRIC START	ALTERNATOR	STEERING CONNECTOR KIT	OIL INJECTION	LOW OIL WARNING SENSOR	POWER TRIM	COUNTER ROTATION	OVERHEAT WARNING SENSOR	GAS ASSIST
VERADO - continued																
1301V33BD	300XXL Verado Heavy Duty	\$14,795	30"					•	•				•		•	
1301V34BD	300CXXL Verado Heavy Duty	\$15,088	30"					•	•				•	•	•	
NOTE: Verado engines are a marine propulsion system. This system is the outboard, the digital throttle/shift (DTS) remote control along with necessary rigging parts plus the special power steering components for Verado engines. The DTS remote control, power steering and necessary rigging parts are extra cost items not included in stated pricing. Verado engines can only be shipped to dealers, boat builders or government agencies that are certified by Mercury Marine to do Verado installations.																
OUTBOARD OPTIMAX																
1075D73EY	75ELPT OptiMax	\$5,163	20"					•	•	•	•	•	•			•
1090D73EY	90ELPT OptiMax	\$5,487	20"					•	•	•	•	•	•			•
1090D83EY	90EXLPT OptiMax	\$5,506	25"					•	•	•	•	•	•			•
1115D73EY	115ELPT OptiMax	\$5,728	20"					•	•	•	•	•	•			•
1115D83EY	115EXLPT OptiMax	\$5,754	25"					•	•	•	•	•	•			•
1150P73EY	150L PRO XS OPTIMAX	\$7,933	20"					•	•	•	•	•	•			•
1150P83EY	150XL PRO XS OPTIMAX	\$8,176	25"					•	•	•	•	•	•			•
1200D83KD	200XL OptiMax	\$9,841	25"					•	•	•	•	•	•			•
1200D84KD	200CXL OptiMax	\$10,105	25"					•	•	•	•	•	•	•		•
1225P73BD	225L OptiMax Pro XS	\$10,920	20"					•	•	•	•	•	•			•
1225P83BD	225XL OptiMax Pro XS	\$10,952	25"					•	•	•	•	•	•			•
1250D83KY	250XL OptiMax	\$12,351	25"					•	•	•	•	•	•			•
1250D84KY	250CXL OptiMax	\$12,464	25"					•	•	•	•	•	•	•		•
1250D93KY	250XXL OptiMax	\$12,661	30"					•	•	•	•	•	•			•
1250D94KY	250CXXL OptiMax	\$12,777	30"					•	•	•	•	•	•	•		•
MULTI-FUEL OUTBOARDS																
19JP48KHH	3.0XL JP OptiMax	\$15,137	25"					•	•	•	•	•	•			•
19JP48LHH	3.0CXL JP OptiMax	\$15,165	25"				•	•	•	•	•	•	•	•		•
19JP49KHH	3.0XXXL JP OptiMax	\$15,285	30"				•	•	•	•	•	•	•			•
19JP49LHH	3.0CXXL JP OptiMax	\$15,513	30"				•	•	•	•	•	•	•	•		•
NOTE: Multi-Fuel models require JP5, JP8, or JetA Fuel																

PRICE INCLUDES THE FOLLOWING FEATURES:

- Standard aluminum propeller on 4 thru 20 hp models.
- No propellers are included on 30 thru 350 hp models.
- A 3.2 gallon remote fuel tank and fuel line are included on 8 & 9.9 hp models.
- A 6.6 gallon remote fuel tank and fuel line are included on 15 thru 30 hp models.
- A fuel line is included on 40 thru 60 hp models.
- All 40 EFI thru 350 hp models are SmartCraft compatible.
- Tiller handle control is standard on all manual start models & H models.
- Trim switch and transom mount key switch are included on applicable 40 thru 60 hp tiller handle models
- Oil injection is standard on all 75 thru 250 hp TwoStroke OptiMax models.
- Remote oil tanks are not included with 75 thru 250 hp TwoStroke OptiMax models.
- Remote controls, throttle/shift cables, wiring harnesses, instrumentation, propellers and other parts & accessories are not included in this government pricing. These accessories are available as extra cost items.
- Freight Terms: FOB Destination, lower 48 states only.
- Payment terms: Net 30 days.

- Standard government warranty is three years parts and labor plus three years corrosion failure protection.
- Verado engines are considered a marine propulsion system. This system includes the outboard motor, the digital throttle/shift (DTS) remote control along with necessary rigging parts plus the special power steering components when required for specific Verado engines. The DTS remote control, power steering and necessary rigging parts/accessories are extra cost items not included in stated pricing.
- All Verado engines can only be shipped to dealers, boat builders or government agencies that are certified by Mercury Marine to do DTS and Verado installations.

Mercury Marine: W6250 Pioneer Road, PO BOX 1939
 Fond Du Lac, WI 54935-5636
 Government Sales Dept 1-866-408-6372
 FAX: (920) 924-1488
 Federal Tax ID #: 36-0848180
 Web Site: www.mercurygovsales.com

MERCURY MARINE THREE YEAR LIMITED WARRANTY

(Products sold to Government Agencies)

WHAT IS COVERED

Mercury Marine warrants its new products (excluding Mercury Racing Division products) to be free of defects in material and workmanship in the manner and during the period described below. Accessory items and rigging components are not covered by this motor warranty.

DURATION OF COVERAGE

This Limited Warranty provides coverage for three (3) years from the date the product is first sold for use, or three (3) years from the date on which the product is first put into service, whichever occurs first. The repair or replacement of parts, or the performance of service under this warranty, does not extend the life of this warranty beyond its original expiration date. Unexpired warranty coverage is transferable to a subsequent purchaser.

For the second and third year of the warranty period, coverage is limited to the following components:

Powerhead	Bracket System
Intake	Power Trim/Tilt
Fuel Delivery System	Midsection
Ignition System	Lower Unit Assembly

CONDITIONS THAT MUST BE MET IN ORDER TO OBTAIN WARRANTY COVERAGE

Warranty coverage becomes available upon proper registration of the product. Routine maintenance outlined in the Operation and Maintenance Manual must be timely performed in order to maintain warranty coverage. If this maintenance is performed by the customer Mercury Marine reserves the right to make future warranty coverage contingent on proof of proper maintenance.

WHAT MERCURY WILL DO

Mercury's sole and exclusive obligation under this warranty is limited to, at our option, repairing a defective part, replacing such part or parts with new or Mercury Marine certified re-manufactured parts, or refunding the purchase price of the Mercury product. Mercury reserves the right to improve or modify products from time to time without assuming an obligation to modify products previously manufactured.

HOW TO OBTAIN WARRANTY COVERAGE

The customer must provide Mercury with a reasonable opportunity to repair, and reasonable access to the product for warranty service. Warranty claims shall be made by delivering the product for inspection to a Mercury dealer authorized to service the product. If purchaser cannot deliver the product to such a dealer, written notice must be given to Mercury. We will then arrange for the inspection and any covered repair. Purchaser in that case shall pay for all related transportation charges and/or travel time. If the service provided is not covered by this warranty, purchaser shall pay for all related labor and material, and any other expenses associated with that service. Purchaser shall not, unless requested by Mercury, ship the product or parts of the product directly to Mercury. The warranty registration card is the only valid registration identification and must be presented to the dealer at the time warranty service is requested in order to obtain coverage.

WHAT IS NOT COVERED

This limited warranty does not cover routine maintenance items, tune ups, adjustments, normal wear and tear, damage caused by abuse, abnormal use, use of a propeller or gear ratio that does not allow the engine to run in its recommended wide-open-throttle RPM range (see the Operation and Maintenance Manual), operation of the product in a manner inconsistent with the recommended operation/duty cycle section of the Operation and Maintenance Manual, neglect, accident, submersion, improper installation (proper installation specifications and techniques are set forth in the installation instructions for the product), improper service, use of an accessory or part not manufactured or sold by us, jet pump impellers and liners, operation with fuels, oils or lubricants which are not suitable for use with the product (see the Operation and Maintenance Manual), alteration or removal of parts, or water entering the engine through the fuel intake, air intake or exhaust system. Use of the product for racing or other competitive activity, or operating with a racing type lower unit, at any point, even by a prior owner of the product, voids the warranty.

020310JSK

Expenses related to haul-out, launch, towing, storage, telephone, rental, inconvenience, slip fees, insurance coverage, loan payments, loss of time, loss of income, or any other type of incidental or consequential damages are not covered by this warranty. Also, expenses associated with the removal and/or replacement of boat partitions or material caused by boat design for access to the product are not covered by this warranty.

No individual or entity, including Mercury Marine authorized dealers, has been given authority by Mercury Marine to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against Mercury Marine.

For additional information regarding events and circumstances covered by this warranty, and those that are not, see the Warranty Coverage section of the Operation and Maintenance Manual, incorporated by reference into this warranty.

DISCLAIMERS AND LIMITATIONS

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. TO THE EXTENT THAT THEY CANNOT BE DISCLAIMED, THE IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIFE OF THE EXPRESS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. SOME STATES/COUNTRIES DO NOT ALLOW FOR THE DISCLAIMERS, LIMITATIONS AND EXCLUSIONS IDENTIFIED ABOVE, AS A RESULT, THEY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

How does a State and Local customer gain access to GSA Advantage ?

[Printable View | Help for this Page](#)

[Show Feed](#) [Follow](#) [Rate This Article](#)

(Average Rating: No Rating) [Version 2](#)

[Show Properties](#)

Information [Attachment](#)

Original Author: **Darlene Darby**

Question: **How does a State and Local customer gain access to GSA Advantage ?**

Answer: **Instructions for requesting a domain be added for access to GSA Advantage**

The use of GSA Advantage by State and Local Governments is restricted to only those domains (URLs) approved by GSA. If your purchase products and services through the GSA Advantage website, you may request GSA consider approving your domain for a

Reminder: products and services may be purchased by State and Local government organizations only under the following authority:

- **Disaster Recovery Purchasing:** Section 833 of the National Defense Authorization Act for FY2007 (Public Law 109-364)
- **Cooperative Purchasing:** Section 211 of the eGovernment Act of 2002 and as amended by Public Law 110-248

To request a domain be added, please provide the following:

- A request submitted in writing on official letterhead of your particular state or local government organization. The name of you must be on the letterhead.
- The letter must be dated and signed by an approving official who will be responsible for any and all individuals who may require account in the future using the requested domain.
- Point of Contact (POC) for this domain: name, phone, email, and title. The individual signing the request should not be the same (POC) for this domain.
- The second level domain requested. If your organization is using a second level domain, such as [mycity.org](#), "mycity" is your domain. Please note that your domain must be unique to your organization. GSA will not approve generic domains from Internet Service Providers such as Hotmail, Comcast, Gmail, Yahoo, Verizon, etc.
- A short paragraph explaining your organizational mission and authority. Also, please specify which program (*stated in the purchase order) your organization will be using.

You may submit the request with attached letterhead document via email to GSA.Advantage@gsa.gov or mail to:

GSA Federal Acquisition Service
 Contract Services Management Division (Q10A)
 Attention: GSA Advantage
 2200 Crystal Drive, Suite 8014
 Arlington, VA 22202

GSA ORDER

SUBJECT: Eligibility to Use GSA Sources of Supply and Services

1. **Purpose.** This Order provides definitions and listings of agencies and organizations authorized to use U.S. General Services Administration (GSA) sources of supply and services. It also provides definitive guidelines concerning eligibility requirements.
2. **Cancellation.** ADM 4800.2G is canceled.
3. **Background.** 40 U.S.C. §§ 501 - 502 authorizes the Administrator of General Services (Administrator) to procure and supply personal property and non-personal services for executive agencies and other Federal agencies, mixed ownership Government corporations as identified in 31 U.S.C. § 9101, the District of Columbia, qualified nonprofit agencies for the blind or other severely handicapped individuals for use in making or providing an approved commodity or service to the Government, and state and local governments for certain Federal Supply Schedule purchases, including use for disaster purchasing. Other organizations are eligible pursuant to other statutes under which GSA operates (such as 40 U.S.C § 602, which governs eligibility to obtain GSA Fleet motor vehicles and related services) or by reason of enabling statutory authority.
4. **Nature of revision.** To reflect statutory and administrative changes and to partially update the listings of organizations determined eligible to use GSA sources of supply and services.
5. **Definition.** GSA sources of supply and services are defined as those support programs administered by GSA and prescribed in the Federal Property Management Regulations (FPMR), 41 CFR Parts 101-26--Procurement Sources and Program, 101-39--Interagency Fleet Management Systems (GSA Fleet), 101-42--Utilization and Disposal of Hazardous Materials and Certain Categories of Property; the Federal Management Regulation (FMR) 41 CFR Parts 102-117--Transportation Management, Parts 102-35 through 102-42 --Utilization and Disposal Programs, and the Federal Travel Regulation, 41 CFR Part 301-73--Travel Programs.
6. **Authority to use GSA sources of supply and services.** The authority to use GSA sources of supply and services is established by statute or regulation (see paragraph 7).
7. **Eligible activities.** Organizations are eligible to use GSA sources of supply and services pursuant to 40 U.S.C. §§ 501 - 502 or other statutory authority; however, some organizations may be eligible to use only specific GSA sources of supply or services. In addition, although an organization may be eligible to use GSA sources of supply, particular sources may not be accessible due to limits of supply sources or geographical constraints. For example, in the case of GSA Fleet, it may not be practical for GSA to make certain sources of supply available. In addition, the terms of a specific contract may not permit participation by otherwise eligible organizations.
 - a. **Executive agencies.** 40 U.S.C. § 501, Services for executive agencies, authorizes the Administrator to procure and supply personal property and non-personal services for executive agencies to use in the proper discharge of their responsibilities, and perform functions related to procurement and supply including contracting, inspection, storage, issue, property identification and classification, transportation and traffic management, management of public utility services, and repairing and converting. Executive agencies include:
 - (1) **Executive departments.** Cabinet departments are defined in 5 U.S.C. § 101 and are listed in Appendix A.
 - (2) **Wholly owned Government corporations.** Corporations wholly owned by the Government are defined in 31 U.S.C. § 9101(3) and are listed in Appendix A.

(3) **Independent establishments in the executive branch of the Government.** Independent establishments in the Executive branch are generally defined by 5 U.S.C. § 104. However, it is often necessary to consult specific statutes, legislative histories, and other references to determine whether a particular establishment is within the executive branch. To the extent that GSA has made such determinations, the organizations qualifying under this authority are included in Appendix A.

b. **Other Federal agencies, mixed-ownership Government corporations, the District of Columbia, qualified nonprofit agencies for the blind or other severely handicapped individuals for use in making or providing an approved commodity or service to the Government, and state and local governments for certain Federal Supply Schedule purchases.** 40 U.S.C. § 502, Services for other entities, authorizes the Administrator to provide access to GSA sources of supply (or limited authorizations in some cases) to these organizations upon request. 40 U.S.C. § 602 authorizes the Administrator to furnish GSA Fleet motor vehicles and related services to Federal agencies, mixed-ownership Government corporations, or the District of Columbia.

(1) **Other Federal agencies.** These are Federal agencies defined in 40 U.S.C. § 102(5) that are not in the executive branch of the Government, i.e., any establishment in the legislative or judicial branch of the Government. However, the Senate, the House of Representatives, and the Architect of the Capitol and any activities under this direction are not Federal Agencies for purposes of this definition (but see paragraph 7.c. below.) To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in Appendix B.

(2) **Mixed-ownership Government corporations.** These are identified in 31 U.S.C. § 9101(2) and are listed in Appendix B.

(3) **District of Columbia.** The Government of the District of Columbia is eligible to use GSA sources of supply and services pursuant to 40 U.S.C. § 502(a)(3) and 40 U.S.C. § 602(c), the latter pertaining to GSA Fleet motor vehicles and related services. The Government of the District of Columbia and those parts thereof that have been determined eligible to use GSA sources of supply and services are listed in Appendix B.

c. **The Senate, the House of Representatives, and activities under the direction of the Architect of the Capitol.** These organizations are eligible to use GSA sources of supply and services under 40 U.S.C. § 113(d) upon request. To the extent that GSA has made such determinations, the organizations qualifying under this authority are listed in Appendix B.

d. **Other organizations authorized under the authority of 40 U.S.C. §§ 501 - 502.** GSA has determined that certain organizations, other than those described above, are eligible to use its sources of supply and services under the authority provided to the Administrator by 40 U.S.C. §§ 501 - 502.

(1) **Cost-reimbursement contractors (and subcontractors) as properly authorized.** Under 40 U.S.C. § 501, the Administrator determined that in order to promote greater economy and efficiency in Government procurement programs, contractors performing cost-reimbursement type contracts or other types of negotiated contracts, when the agency determines that a substantial dollar portion is of a cost-reimbursement nature, may be authorized to use GSA sources of supply. This authorization is reflected in Part 51 of the Federal Acquisition Regulation (FAR), which provides that agencies may authorize certain contractors (generally cost-reimbursement contractors) to use GSA sources of supply. In each case, the written authorization must conform to the requirements of FAR Part 51, Use of Government Sources by Contractors. Contractors are not eligible to obtain GSA city-pair contract airfares.

(2) **Cost-reimbursement or fixed price contractors' use of GSA Fleet motor vehicles and related services.** Subpart 51.2 of the FAR states that, if it is in the Government's interest, a contracting officer may authorize a cost reimbursement contractor to obtain, for official purposes only, GSA Fleet motor vehicles and related services. The FAR also states that Government contractors shall not be authorized to use GSA Fleet motor vehicles and related services for use in performance of any contract other than a cost-reimbursement contract, except as otherwise specifically approved by the Administrator. Accordingly, any request for use of GSA Fleet vehicles and related services by other than a cost-reimbursement contractor must be requested by the agency contracting officer and approved by GSA.

(3) **Fixed-price contractors (and subcontractors) purchasing security equipment.** Under 40 U.S.C. § 501, the Administrator has determined that fixed-price contractors and lower-tier subcontractors who are required to maintain custody of security classified records and information may purchase security equipment from GSA. Procedures for such acquisitions are set forth in 41 CFR 101-26.507.

(4) **Non-Federal firefighting organizations cooperating with the U.S. Department of Agriculture, Forest Service.** Pursuant to 40 U.S.C. § 501 and 16 U.S.C. § 580a, it has been determined that certain non-Federal firefighting organizations may purchase wildfire suppression equipment and supplies from the Federal Acquisition Service (FAS). This determination is reflected in an interagency agreement between GSA and the USDA, Forest Service. (FAS No. FM-IA-06-002, December 27, 2006).

(5) **Tribes and Tribal Organizations.**

(a) **The Indian Self-Determination and Education Assistance Act (ISDEAA).** As provided in section 102(13) of Pub. L. 103-413 (the Indian Self-Determination Act Amendments of 1994), a tribal organization, when carrying out a contract, grant or cooperative agreement under ISDEAA, is deemed an executive agency for purposes of 40 U.S.C. § 501. (See 25 U.S.C. § 450j(k)). Additionally, if the self-determination contract contains a provision authorizing interagency motor pool vehicles and related services, as provided in Section 103 of the Indian Self-Determination Act Amendments of 1994, the tribe or tribal organization is eligible to use GSA Fleet motor vehicles and related services, if available (See 25 U.S.C. § 450l.) Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.

(b) **The Native American Housing Assistance and Self-Determination Act (NAHASDA).** As provided in section 101 of Pub. L. 110-411 (the Native American Housing Assistance and Self-Determination Reauthorization Act of 2008), for purposes of 40 U.S.C. § 501, each Indian tribe or tribally designated housing entity shall be considered to be an executive agency in carrying out a program, service, or other activity under a block grant pursuant to NAHASDA; and each tribe or tribally designated housing entity shall have access to sources of supply on the same basis as employees of an executive agency. (See 25 U.S.C. § 4111(j)). Authorization to use GSA sources of supply under the authority cited in this paragraph does not include purchases for resale unless the contract, grant, cooperative agreement, or funding agreement authorizes such activity. Information on the authority for resale must be provided to GSA, and based on that information, GSA must concur.

(6) **Use of certain Federal Supply Schedules by state and local governments.** State and local governments have increased access to GSA sources of supply, as detailed below. State or local government, defined at 40 U.S.C. § 502(c)(3), includes any state, local, regional, or tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education). In any case of the use by a state or local government of a Federal Supply Schedule, participation by a firm that sells to the Federal Government through its Federal Supply Schedule contract shall be voluntary with respect to a sale to the state or local government under that contract.

(a) **Cooperative Purchasing.** Pursuant to 40 U.S.C. § 502(c), the Administrator may provide for the use by state or local governments of Schedule 70 and Schedule 84 for supplies and services available under those Federal supply schedules.

(b) **Disaster Purchasing Program.** As provided in 40 U.S.C. § 502(d), the Administrator may provide for the use of Federal Supply Schedules by state and local governments for the purchase of products and services to be used to facilitate recovery from major disasters declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and to facilitate disaster preparedness or response, or to facilitate recovery from terrorism, or nuclear, biological, chemical, or radiological attack.

(c) **1122 Program.** 10 U.S.C. § 381 allows for the purchase of equipment suitable for counter-drug, homeland security, and emergency response activities through the U.S. Department of Defense. GSA maintains the catalog of available products under this program.

(d) **Public Health Emergencies.** State, local, territorial, and tribal governments may access Federal Supply Schedules as authorized users for goods and services when expending Federal grant funds in response to Public Health Emergencies (PHE) declared by the Secretary of Health and Human Services under section 319 of the Public Health Services Act, codified at 42 U.S.C. § 247d.

(7) **The American National Red Cross.** As provided in section 2 of Pub. L. 111-263, the Federal Supply Schedules Usage Act of 2010, 40 U.S.C. 502(e), the American National Red Cross in furtherance of its purposes set forth in 36 U.S.C. § 300102 is authorized to access Federal supply schedules. Authorization to use Federal Supply Schedules under the authority cited in this paragraph does not include purchases for resale.

(8) **Other Qualified Organizations.** Under the Federal Supply Schedules Usage Act of 2010, 40 U.S.C. 502(e), the Administrator may provide for the use by other qualified organizations, to include National Voluntary Organizations Active in Disaster (NOVAD), of Federal Supply Schedules. Purchases under this authority by such qualified organizations shall be used in furtherance of purposes determined to be appropriate to facilitate emergency preparedness and disaster relief as set forth in guidance by the Administrator of General Services, in consultation with the Administrator of the Federal Emergency Management Agency. Authorization to use Federal Supply Schedules under the authority cited in this paragraph does not include purchases for resale. The term "qualified organization" means a relief or disaster assistance organization as described in section 309 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5152).

e. **Other statutes.** Other statutes authorize specific organizations to use GSA sources of supply and services. The organizations that have had eligibility reviews conducted and that have been determined eligible to use GSA sources of supply are listed in Appendix B or Appendix C, as appropriate. The major categories of such organizations include:

(1) **Certain institutions.** The following activities are eligible to use GSA sources of supply and services and are listed in Appendix B:

- (a) Howard University (20 U.S.C. § 130)
- (b) Gallaudet University (20 U.S.C. § 4362)
- (c) National Technical Institute for the Deaf, (20 U.S.C. § 4362) and
- (d) American Printing House for the Blind (20 U.S.C. § 106).

(2) **Governments authorized under 48 U.S.C. § 1469e.** As provided in 48 U.S.C. 1469e, the Governments of American Samoa, Guam, the Commonwealth of the Northern Mariana Islands and the U.S. Virgin Islands are eligible to use GSA sources of supply and services. These governments are listed in Appendix B.

(3) **Entities authorized under the Foreign Assistance Act (FAA).** Section 607 of the Foreign Assistance Act of 1961, as amended, 22 U.S.C. § 2357, provides that the President may authorize friendly countries, international organizations, the American Red Cross, and voluntary nonprofit relief agencies to use GSA sources of supply and services when determined consistent with and in furtherance of the international development goals of the FAA. The President delegated his authority to make Section 607 determinations under the FAA to the U.S. Agency for International Development... Entities determined eligible under this authority are listed in Appendix C. Purchases are limited to those for civilian use only.

(4) **Non-appropriated fund activities.** FPMR 101-26.000 provides that military commissaries and non-appropriated fund activities may use GSA sources of supply and services for their own use, not for resale, unless otherwise authorized by the individual Federal agency and GSA has concurred.

8. **Ineligible activities.** Except for the acquisition of excess personal property through sponsoring agencies, which is governed by FMR 102-36.185 - 102-36.205 and not this GSA Order, or in accordance with paragraph 7.d(6)(d) above regarding state and local governments expending Federal grant funds in response to Public Health Emergencies, Federal grantees are ineligible to use GSA sources of supply and services. In addition, a cost-reimbursement contractor cannot transfer procurement authorization to a third party.

9. **Travel and transportation.**

a. **Persons.** Organizations seeking to use GSA sources of supply and services for travel related services and transportation of persons must obtain a separate determination for the requested service(s). This is necessary to determine whether the requesting entity is eligible under the language of the specific contract(s); e.g., travel management services, travel charge card services, and air passenger transportation.

b. **Goods.** An organization eligible to use GSA sources of supply and services that is seeking to use GSA sources of supply for transportation of goods pursuant to a contract entered into under the FAR may do so if the requesting entity is eligible under the language of the specific contract(s); e.g., express small package delivery, express heavyweight delivery services. As a general matter, transportation under GSA's tenders of service entered into under

49 U.S.C. § 13712 or similar statutes governing common carriage are limited to transportation for the Federal Government.

10. **Excess, surplus, and forfeited property.** The eligibility of organizations to obtain supplies and services through GSA's personal property utilization and disposal programs is not governed by this GSA Order.

11. **Determination of eligibility.** Organizations other than those covered in the appendices to this GSA Order may be eligible to use GSA sources of supply and services. Organizations requesting an eligibility determination should submit a request to the Office of Governmentwide Policy, Attn: Office of Acquisition Policy (MV), 1800 F Street, NW, Washington, DC 20405, or phone (202) 208-0291. Include in the request the name and contact number of the entity or organization with applicable supporting documentation and any separate statutory authority that may exist, for GSA's analysis and determination. Additional organizations, upon an affirmative determination of eligibility, may be posted to the appropriate appendix of the GSA Order on GSA's website at http://www.gsa.gov/graphics/fas/GSAOrderADM4800_2F.pdf.



Dan Tangherini
Acting Administrator

Appendix A Executive Agencies

The following have been determined to be "executive agencies," or parts thereof, for the purpose of using GSA sources of supply and services. This list is not all-inclusive; other agencies may be eligible, and GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11.) Listed here are major executive agencies and their components for which inquiries have been received.

Advisory Council on Historic Preservation
Agency for International Development
Agriculture, Department of
Air Force, Department of
American Battle Monuments Commission
Armed Forces Retirement Home
Army Corp of Engineers
Army, Department of
Bonneville Power Administration
Bureau of Land Management
Central Intelligence Agency
Christopher Columbus Fellowship Foundation
Commerce, Department of
Commission on Civil Rights
Commission on Fine Arts
Commodity Credit Corporation
Commodity Futures Trading Commission
Consumer Products Safety Commission
Corporation for National and Community Service
Defense, Department of
Defense agencies and Joint Service Schools
Defense Nuclear Facilities Safety Board
Education, Department of
Energy, Department of
Environmental Protection Agency
Equal Employment Opportunity Commission
Executive Office of the President
Export-Import Bank of U.S.
Farm Credit Administration
Federal Communications Commission
Federal Election Commission
Federal Emergency Management Agency
Federal Labor Relations Authority
Federal Maritime Commission
Federal Trade Commission
Forest Service, U.S.
General Services Administration
Government National Mortgage Association
Harry S. Truman Scholarship Foundation
Health and Human Services, Department of
Homeland Security, Department of
Housing and Urban Development, Department of
Interagency Council on the Homelessness
Inter-American Foundation
Interior, Department of the
International Boundary and Water Commission, United States Section
Justice, Department of
John F. Kennedy Center for the Performing Arts
Labor, Department of
Madison, James, Memorial Fellowship Foundation
Merit Systems Protection Board
Morris K. Udall Scholarship and Excellence in National Environment Policy Foundation
National Aeronautics and Space Administration

National Archives and Records Administration
National Credit Union Administration (not individual credit unions)
National Council on the Handicapped
National Endowment for the Arts
National Endowment for the Humanities
National Guard Activities (only through U.S. Property and Fiscal Officers)
National Labor Relations Board
National Science Foundation
National Transportation Safety Board
Navy, Department of
Nuclear Regulatory Commission
Nuclear Waste Technical Review Board
Occupational Safety and Health Review Commission
Office of Personnel Management
Office of Special Counsel
Peace Corps
Pension Benefit Guaranty Corporation
Postal Regulatory Commission
Presidio Trust, the
Railroad Retirement Board
St. Elizabeths Hospital
Securities and Exchange Commission
Selective Service System
Small Business Administration
Smithsonian Institution
Social Security Administration
State, Department of
Tennessee Valley Authority
Trade and Development Agency
Transportation, Department of
Transportation Security Administration
Treasury, Department of
U.S. Arms Control and Disarmament Agency
U.S. Secret Service
U.S. International Trade Commission
U.S. Navy Medical Research Unit
U.S. Postal Service
Veterans Affairs, Department of

Appendix B Other Eligible Users

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and C. This list is not all-inclusive; other organizations may be eligible to use GSA sources of supply and services. GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11.)

Administrative Office of the U.S. Courts
American Printing House for the Blind
American National Red Cross
American Samoa, Government of
Architect of the Capitol
Army/Air Force Exchange Service
Chemical Safety and Hazard Investigation Board
Civil Air Patrol
Coast Guard Auxiliary (through the U.S. Coast Guard)
CoBank, ACB
Committee for Purchase from People Who are Blind or Severely Disabled
Contractors and subcontractors - cost reimbursement (as authorized by the applicable agency's contracting official)
Contractors and subcontractors - fixed price (security equipment only when so authorized by the applicable agency's contracting official)
Courts, District of Columbia
Courts, Federal (not court reporters)
Delaware River Basin Commission
Denali Commission
District of Columbia, Government of
District of Columbia, Public Schools
District of Columbia, Pretrial Services Agency/Public Defenders
Eisenhower Exchange Fellowship
Election Assistance Commission
Farm Credit Banks (AgriBank FCB, Farm Credit Bank of Texas, U.S. AgBank FCB, and AgFirst FCB)
Federal Coordinator for the Alaska Natural Gas Transportation Project
Federal Deposit Insurance Corporation
Federal Financial Institutions Examination Council
Federal Home Loan Banks
Federal Reserve Board of Governors
Firefighters, Non-Federal (as authorized by the Forest Service, U.S. Department of Agriculture)
Gallaudet University
Government Printing Office
Guam, Government of
House of Representatives, U.S.
Howard University (including hospital)
Japan-United States Friendship Commission
Land Grant Institutions (as cost-reimbursement contractors)
Legal Services Corporation (not its grantees)
Library of Congress
Marine Mammal Commission
Medicare Payment Advisory Commission
Metropolitan Washington Airport Authorities
Millennium Challenge Corporation
National Capital Planning Commission
National Gallery of Art
National Railroad Passenger Corporation (AMTRAK)
National Technical Institute for the Deaf
Navajo and Hopi Indian Relocation, Office of
Naval Exchange Service Command
Neighborhood Reinvestment Corporation
Non-appropriated fund activities (not for resale)
Northern Mariana Islands, Government of the Commonwealth of the
Overseas Private Investment Corporation

Public Interest Declassification Board
Regional Fishery Management Councils
Senate, U.S.
South Atlantic Fishery Management Council
John C. Stennis Center for Public Service
Susquehanna River Basin Commission
U.S. Arctic Research Commission
United States Access Board
U.S. China Economic Security Review Commission
U.S. Institute of Peace
U.S. Tax Court
Vietnam Education Foundation
Virgin Islands, government of (including Virgin Islands Port Authority)
Washington Metropolitan Area Transit Authority (METRO)

Appendix C
International Organizations and Others Determined Eligible under Section 607 of the Foreign Assistance Act

The following have been determined to be eligible to use GSA sources of supply and services, in addition to the organizations listed in appendixes A and B. This list is not all-inclusive; others may also be eligible to use GSA sources of supply and services. GSA will make an eligibility determination on a case-by-case basis in response to requests received. (See paragraph 11.) NOTE: Organizations included in this Appendix C have a limited authorization to access GSA sources of supply, namely for purchases consistent with and in furtherance of the international development goals of the Foreign Assistance Act. (See paragraph 7.e.(3).)

African Development Fund
American Red Cross
Asian Development Bank
Counterpart Foundation, Inc.
Customs Cooperation Council
European Space Research Organization
Food and Agriculture Organization of the United Nations
Great Lakes Fishery Commission
Inter-American Defense Board
Inter-American Development Bank
Inter-American Institute of Agriculture Sciences
Inter-American Investment Corporation
Inter-American Statistical Institute
Inter-American Tropical Tuna Commission
Intergovernmental Maritime Consultative Organization
Intergovernmental Committee for European Migration
International Atomic Energy Agency
International Bank of Reconstruction and Development (WORLD BANK)
International Boundary Commission-United States and Canada
International Boundary and Water Commission-United States and Mexico
International Center for Settlement of Investment Disputes
International Civil Aviation Organization
International Coffee Organization
International Cotton Advisory Committee
International Development Association
International Fertilizer Development Center
International Finance Corporation
International Hydrographic Bureau
International Institute for Cotton
International Joint Commission-United States and Canada
International Labor Organization
International Maritime Satellite Organization
International Monetary Fund
International Pacific Halibut Commission
International Pacific Salmon Fisheries Commission-Canada
International Secretariat for Volunteer Services
International Telecommunications Union
International Wheat Council
Iraqi Ministry of Housing and Construction
Lake Ontario Claims Tribunal
Multinational Force and Observers
Multinational Investment Guarantee Agency (MIGA)
North Atlantic Treaty Organization (NATO)
Organization of African Unity
Organization of American States
Organization for Economic Cooperation and Development
Pan American Health Organization
Radio Technical Commission for Aeronautics
South Pacific Commission
United International Bureau for the Protection of Intellectual Property
United Nations

United Nations Educational, Scientific, and Cultural Organization
Universal Postal Union
World Health Organization
World Intellectual Property Organization
World Meteorological Organization
World Tourism Organization



730 U.S. 27 North
Lake Placid, FL 33852

[T] 863.465.6669
[F] 863.465.7233

April 1, 2016

Re: Mercury Outboard quote

Listed below is your quote based on our GSA contract schedule. Please feel free to give me a call if you have any questions.

1300V23LD	300XL Verado 5.44" 1.85	\$15,935.40
1300V24LD	300CXL Verado 5.44" 1.85	\$16,262.64

Prices include shipping.

Have a great day!

Adam Hess
Government Sales Manager



This Certificate of Achievement is presented to

Patrick Boyd

*who through hard work, dedication, and a commitment to
service excellence has achieved*

CERTIFICATION

in

MERCURY OUTBOARDS

*as part of Mercury Marine's
Technical Service Education*

John E. Duman

Director of Technical Service Education

GOOD THROUGH

6/30/2005

TECHNICIAN ID

FL5231





NORTH BAY VILLAGE POLICE DEPARTMENT

12C

**NORTH BAY VILLAGE
RECOMMENDATION MEMORANDUM**

DATE: March 18, 2015

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

RECOMMENDED BY STAFF / COMMISSIONER:
Frank Rollason, Village Manager

PRESENTED BY STAFF:
Brian Collins, Acting Chief of Police

SUBJECT: Request for approval of Resolution to execute an Interlocal Agreement with the Town of Golden Beach for the purchase of a used Police Boat, Twin Motors, and Trailer.

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution authorizing the Village Manager to enter into an agreement with the Town of Golden Beach, for the purchase of a used Police Boat and Trailer at a cost of \$39,606.00 – to be paid over a three year period, with the first payment on December 31, 2015

BACKGROUND:

As you will recall, this item came before the Commission at the January 13, 2015 Commission Meeting (Item No. 12.A). During the discussion, multiple issues arose from the dais that required this item to be deferred and for the Administration to conduct a more thorough investigation into the condition of the vessel.

That due-diligence has taken place. A mechanical inspection took place (copy attached) which revealed that there is potentially between \$8-10,000 worth of work that may become necessary over the next several years – some should be addressed immediately and some can wait until future wear dictates that those items be addressed. In addition, a professional marine vessel appraiser was hired by the Village to conduct a complete evaluation of the vessel to include the boat hull, the twin engines, and the trailer to determine their overall condition as well as the true market value of the entire package (copy attached). The appraiser determined the Estimated Fair Market Value to be \$39,606.00 while also determining the Estimated Replacement Cost for this vessel to be \$190,000.00. As you will recall, the original Resolution before you back in January had the Village purchasing the complete package (boat, motors, and trailer) for \$50,000.00. Once we received the Appraisal Report, we supplied same, along with the Mechanical Report, to the officials of Golden Beach for their review. Upon their review, they made another offer to the Village to provide the complete package (boat, motors, and trailer) at the Estimated Fair Market Value of \$39,606.00. This now being the current offer, I strongly recommend to the Commission that you approve this proposal. The difference between the original \$50,000.00 offer and the current offer of \$39,606.00 (\$10,394.00) is more than adequate to take care of needed repairs identified to put this boat in 1st class operational condition. As you are aware, our Marine Patrol used to operate a Seavee Boat which was sold since it was under-powered which affected its performance, maneuverability, and maintenance. This in turn affected the officers' effectiveness and performance on the water as well as the safety of our officers.

In order for our Police Department to be able to patrol the waters in and around North Bay Village and to be prepared should a water borne emergency arise to include properly investigating and enforcing violations within the waterways of the Village, it is imperative that the Village obtain an adequate vessel designed for police work.

FINANCIAL IMPACT:

\$48,000 will be appropriated from The Stated Law Enforcement Trust Fund. \$39,606 will cover the purchase of the police boat including the motors and trailer to be paid over three years in equal annual payments of \$13,202. The remaining funds will be used for anticipated repairs and modifications as outlined in the Boat Motor Mechanic's Report.

PERSONNEL IMPACT:

Current Department Personnel and future Reserve Police Officers will be hired to operate the Marine Patrol Unit.

RESOLUTION NO. 2015-40

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURCHASE OF A 2005 29-FOOT DONZI POLICE BOAT AND THE ACCOMPANYING 2005 GRAY BOAT TRAILER FROM THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*.

WHEREAS, North Bay Village (the "Village") desires to enter into an agreement with the Town of Golden Beach (the "Town") for the purchase of the Police Boat and Trailer under the terms and conditions set forth in the Interlocal Agreement (the "Agreement") attached hereto as Exhibit 1.

WHEREAS, under Florida State Statutes, the Town's Ordinances under Sec. 2-306 and 2-308, provide for the Town to sell surplus property; and

WHEREAS, the Town's Acting Police Chief, Rudy Herbello, evaluated the Police Boat, which is a 2005 29-foot Donzi, with 2 Mercury Verados 250 horsepower engines, white in color with vehicle identification number (VIN) FL6510MW (Motors-Mercury Marine Model #1250V23ED, Serial #1B768317 and #1250V24ED, Serial #1B768249), and the Trailer which accompanies the Police Boat, gray in color with identification number 234108, for their continued use by the Town's Police Department; and

WHEREAS, the above referenced department head determined that the Police Boat is no longer cost effective for the Town to maintain and operate and is surplus to the needs of the Town; and

WHEREAS, the above referenced department head reported this determination to the Town Manager, Alexander Diaz; and

WHEREAS, the Town Manager, Alexander Diaz, has reviewed the determination regarding the Police Boat and Trailer and concurs in the assessment; and

WHEREAS, the Town Council concurs in the assessment, finds that the Police Boat and Trailer have monetary value, and should be sold to the North Bay Village (the "Village") for an amount of \$39,606 to be paid within 3 years, 3 equal annual installment payments with the first payment on December 31, 2015; and

WHEREAS, the Town Council found that the surplus of this Police Boat and Trailer is in the best interest of the Town to sell to North Bay Village; and

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. Authorization to Purchase. That the Village Manager is hereby authorized to execute the Agreement between the Town and the Village for the purchase of the Police Boat and Trailer in substantially the form attached hereto as Exhibit 1.

Section 3. Implementation. That the Village Mayor and the Village Manager are authorized to take any and all action, which is necessary to implement the terms of the Agreement.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

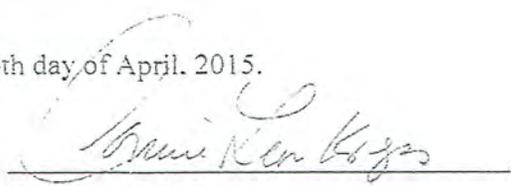
PASSED AND ADOPTED by the Commission of North Bay Village, Florida, this 14th day of April, 2015.

The motion to adopt the foregoing Resolution was offered by Commissioner Richard Chervony, seconded by Commissioner Eddie Lim. The votes were as follows:

FINAL VOTE AT ADOPTION:

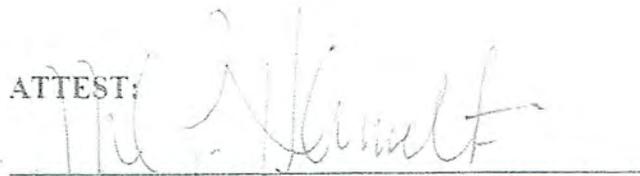
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED AND ADOPTED this 14th day of April, 2015.



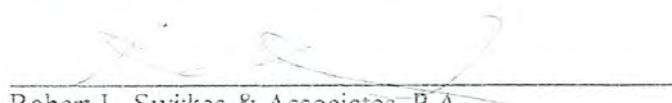
Connie Leon-Kreps
Mayor

ATTEST:



Yvonne P. Hamilton
Village Clerk

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



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

Resolution: Interlocal Agreement for purchase of Police Boat and Trailer from Golden Beach.



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 23, 2015

TO: Yvonne P. Hamilton
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 AN INTERLOCAL AGREEMENT WITH THE TOWN OF GOLDEN BEACH, FLORIDA, FOR THE PURCHASE OF A 2005 29-FOOT DONZI POLICE BOAT AND THE ACCOMPANYING 2005 GRAY BOAT TRAILER FROM THE TOWN OF GOLDEN BEACH POLICE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; 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
Wendy Duvall

Commissioner
Eddie Lim

RESOLUTION NO. 2015-42

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE APPROPRIATION AND DISBURSEMENT OF \$48,000 FROM THE STATE FORFEITURE ACCOUNT (FUND 05) FOR THE PURCHASE OF A POLICE BOAT, MOTORS, AND TRAILER, INCLUDING ANTICIPATED REPAIRS AND MODIFICATIONS OUTLINED IN THE BOAT MOTOR MECHANIC'S REPORT; AND SETTING AN EFFECTIVE DATE. *(INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)*

WHEREAS, Section 932.7055, Florida Statutes, addresses the purposes and procedures to be utilized for the appropriation and expenditures of the Police Forfeiture funds;

WHEREAS, the Chief of Police of North Bay Village has determined that the need exists for the purchase of a police boat; and

WHEREAS, in accordance with Section 932.7055, Florida Statutes, the Chief of Police requests that \$48,000 be appropriated in the State Forfeiture Account, Fund 05, for the purchase of the police boat, motors, trailer (\$39,606), and anticipated repairs and modifications outlined in the Boat Motor Mechanics's report; and

WHEREAS, the Village Commission finds that the purchase of a police boat is in the best interest and safety of the residents of the Village.

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. Appropriation of Funds: \$48,000 is hereby appropriated in the State Forfeiture Account.

Section 3. Disbursement of Funds: Approval to expend \$48,000 for the purchase of a 2005 29-Foot Donzi police boat and accompanying 2005 gray boat trailer VIN #FL6510MW and motors (Motors-Mercury Marine Model #1250V23ED, Serial #1B768317 and #1250V24ED, Serial #1B768249), from the Town of Golden Beach in accordance with the Interlocal Agreement attached hereto as Exhibit 1; as well as anticipated repairs and modifications as outlined in the Boat Motor Mechanic's Report is granted.

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

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

FINAL VOTE AT ADOPTION:

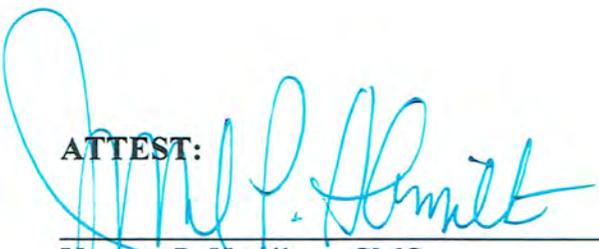
Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Wendy Duvall	<u>Yes</u>
Commissioner Eddie Lim	<u>Yes</u>

PASSED AND ADOPTED this 14th day of April 2015.



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: Appropriation and Expenditure of \$48,000 of State Forfeiture Funds for purchase of police boat, trailers, motors and repairs.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE APPLICATION FEE FOR VACATION RENTAL LICENSES WITHIN NORTH BAY VILLAGE, FLORIDA. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, on April 12, 2016, the Commission of North Bay Village, Florida passed and adopted Ordinance No. _____ creating a Vacation Rental License Program within North Bay Village, Florida; and

WHEREAS, Section 152.112.011(A) provides that the Village Commission shall set, by resolution, the application fee; and

WHEREAS, the Village Commission desires to establish the application fee for the initial application and renewal of a Vacation Rental license;

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

Section 1. That the proposed fees for the initial issuance and renewal of a Vacation Rental license shall be as follows:

APPLICATION FEE:	\$200.00
RENEWAL FEE:	\$150.00

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. The 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 12th day of April 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: Application Fee for Vacation Rental License



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: April 4, 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, ESTABLISHING THE APPLICATION FEE FOR VACATION RENTAL LICENSES WITHIN NORTH BAY VILLAGE, FLORIDA.

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

FKR:yp

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, APPROVING THE GRAPHIC DESIGN FOR THE TEMPORARY FENCE TO BE LOCATED AT THE 7918 WEST DRIVE PROPERTY; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, the developer at 7918 West Drive plans to construct a temporary fence around the vacant property; and

WHEREAS, the Village Manager referred the design proposal to the Village's Community Enhancement Board for consideration; and

WHEREAS, the Community Enhancement Board suggested that the fence be designed to conform with the Village's signage graphic; and

WHEREAS, the developer submitted options to the Community Enhancement Board, and they recommended, by a unanimous decision, a "pineapple" pattern used in the Village's graphic signage, with the pattern applied to the 240' length of the fence by creating a natural progression from the original sample, so that it looks continuous, with a proper and gentle flow. An ocean theme is reflected in the color scheme: two shades of blue (water) and one shade of golden (sun). The design is attached as "Exhibit 1"; and

WHEREAS, the Community Enhancement Board further recommended that the "black" curves separating the different shades of blue be changed to golden, to which the architect agreed.

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. Approval of Fence Design. The Village Commission hereby accepts the design graphics for the temporary fence to be located at the 7918 West Drive property, as recommended by the Community Enhancement Board.

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 12th day of April 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: Approval of 7918 West Drive Fence Design.



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: April 4, 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, APPROVING THE GRAPHIC DESIGN FOR THE TEMPORARY FENCE TO BE LOCATED AT THE 7918 WEST DRIVE PROPERTY; AND SETTING AN EFFECTIVE DATE.

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

FKR:yp

Mayor
Connie Leon-Kreps

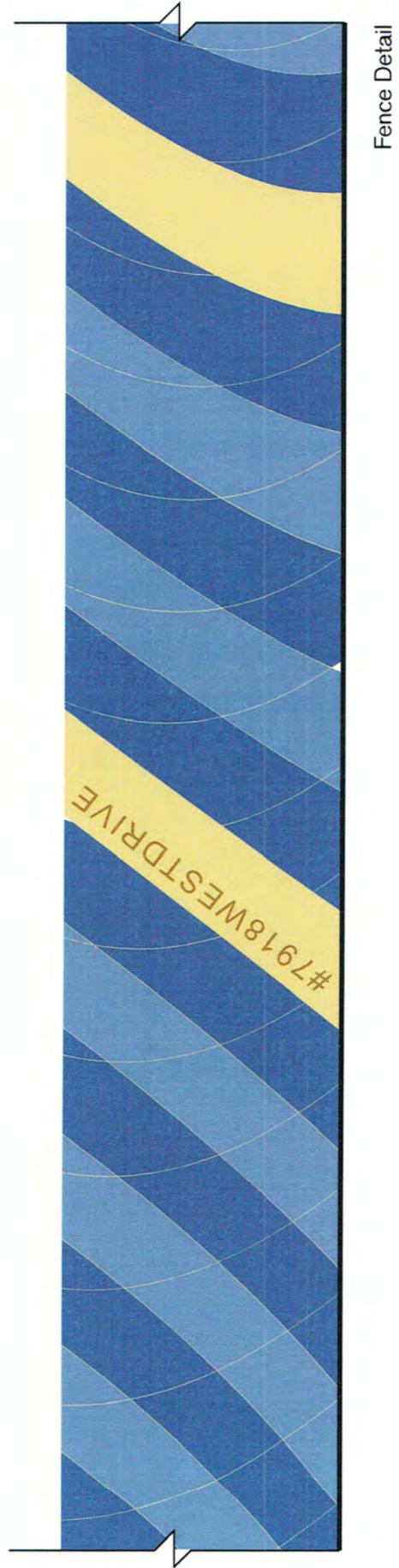
Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

7918 West Drive ~ Temporary Fence Revision ~ March 22, 2016



Jenorgen Guillen

From: Yvonne Hamilton
Sent: Tuesday, March 29, 2016 1:06 PM
To: Frank Rollason
Cc: Jenorgen Guillen (JGuillen@nbvillage.com)
Subject: FW: Option 4, as requested,
Attachments: 2016.03.23 OPT4 Fence Revised.pdf

From: Juan Azulay | MM [<mailto:juan@ma77er.com>]
Sent: Tuesday, March 29, 2016 12:42 PM
To: Yvonne Hamilton; Graham Penn; Maurizio Pejoves
Subject: Option 4, as requested,

Hello Yvonne,

Please find the Fence graphic design for 7918 West Drive, labeled "Option 4", as requested by the Community Enhancement Board at the last meeting. We did what was required for approval on it: the lines are changed from black to gold.

Please let me know if you need anything else regarding this matter,

Juan Azulay

--

Juan Azulay
Creative Director
MTTR MGMT

-
Phone: (310) 497-7303
Skype: ja.ma77er
E-mail: juan@ma77er.com

-
West Coast: Los Angeles

917 S Shenandoah St.
Los Angeles, CA 90035
T. 310.497.7303

-
East Coast: Miami

Office Address:
7636 NE 4th Court, #104
Miami, FL 33138

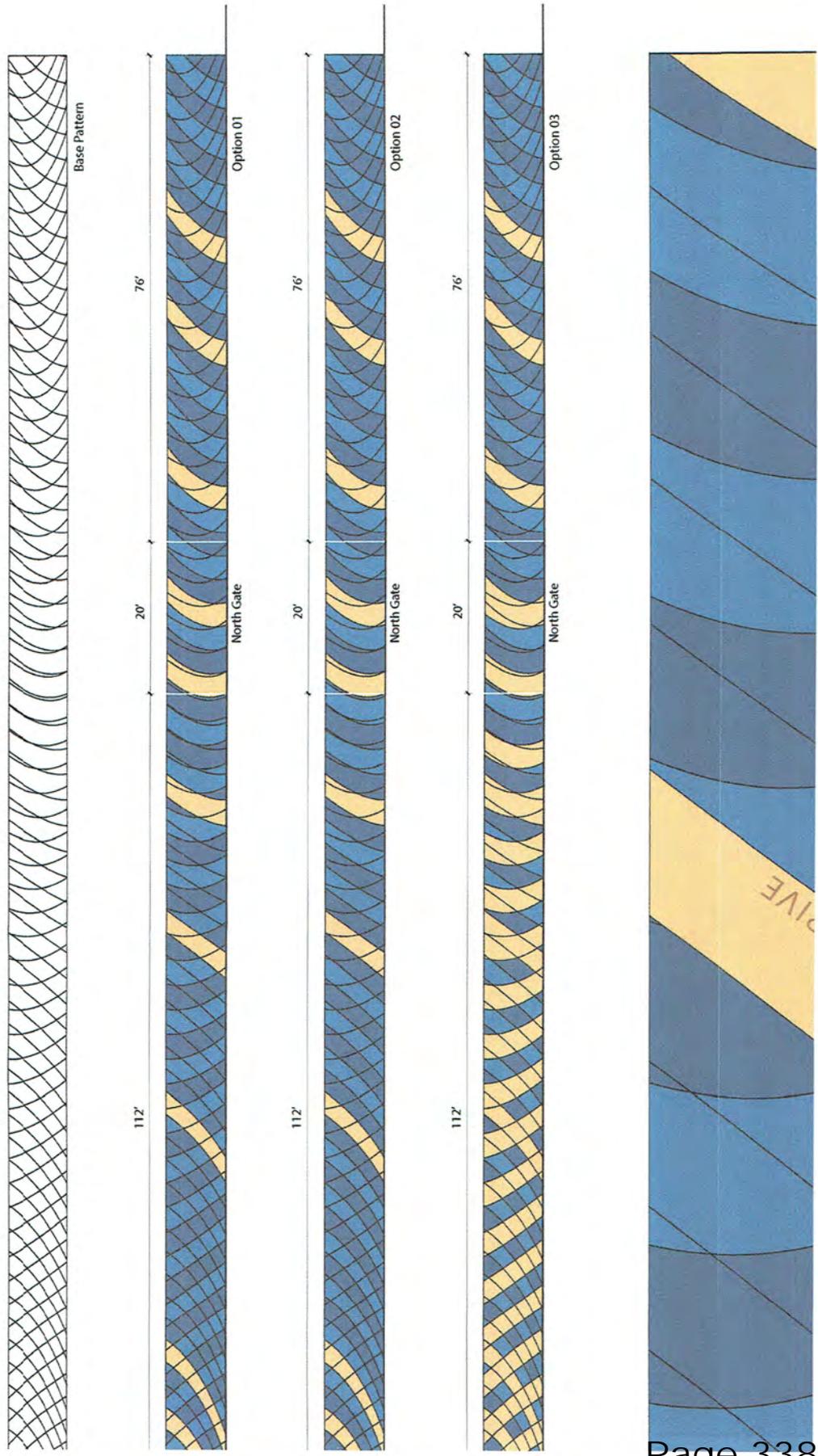
Jenorgen Guillen

From: Frank Rollason
Sent: Tuesday, January 26, 2016 9:13 AM
To: Yvonne Hamilton; Jenorgen Guillen (JGuillen@nbvillage.com)
Cc: Jenice Rosado; Evelyn Herbello; Maurice Murray; Maria Tovar (mtovar@nbvillage.com); cnoriega@nbvillage.com; Brian Collins
Subject: Fence Designs - 7914 West Drive - Old Indigo Project Site
Attachments: Fence Designs.pdf

Yvonne, as advised by Maurice Murray, the attached fence renderings for 7914 West Drive construction site was submitted by the developers incorporating the background design arcs found on the entrance signs onto the three islands of North Bay Village as requested by the Community Enhancement Board. According to Maurice, the Board stated that if the arcs were incorporated into the design they had no problem with which exact design was chosen. As you can see, the arcs are incorporated into all the design options and Option No. 2 was selected by the Developer.

Please provide this e-mail to the CEB Members, 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



ORDINANCE NO. _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE.
(INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, the Commission of North Bay Village, Florida, strongly opposes the practice of economic discrimination and boycotts of nations or countries, or of persons and/or entities on the basis of race, color, religion, gender, or national origin; and

WHEREAS, the Commission of North Bay Village desires to protect the interests of its citizens by ensuring that the Village will not be a party to such discriminatory business practices and boycotts, and that procurement contracts are protected from the practical and legal instability inherent in agreements with parties that support or engage in such discriminatory practices.

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

Section 1. Village Code Amended. Section 36.25 of the North Bay Village Code is amended to read as follows¹:

§ 36.25 - Procurement requirements.

- (A) *Purpose.* The purpose of this procurement code is to maximize the purchasing value of public funds in the procurement of goods and services, to provide safeguards for maintaining a procurement system of quality and integrity, and to provide for the fair and equitable treatment of all persons involved in purchasing by North Bay Village.

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.
Additions shown by Underlining and deletion shown by ~~striketrough~~.

This Code applies to contracts for the purchase of goods and services, and, to the maximum extent feasible, to the granting of franchises after the effective date of the adopting ordinance. When procurement involves the expenditure of federal, State or county funds, the procurement shall be conducted in accordance with any mandatory applicable law and grant contract terms. Nothing in this code shall prevent the Village from complying with the terms and conditions of any grant, gift, or bequest that is consistent with applicable law.

- (B) *Responsibilities of the Village Manager.* The Village Manager shall act as the Village's purchasing agent and have exclusive control over the purchase of all goods and services, and approve all vouchers for the payment of goods and services.

The Village Manager shall be responsible for the development of procurement specifications, contract administration, inspection of vendor books and records, and inspection and acceptance of goods and services.

The Village Manager shall also be responsible for the management and disposal of surplus property. The Village Manager may delegate responsibility for the administration of this Code as he or she deems necessary.

- (C) *Methods of procurement.* All contracts of the Village shall be awarded by competitive sealed bidding except as provided by paragraph (E) (competitive sealed proposals), paragraph (F) (contracting for designated professional services), paragraph (G) (small purchases), paragraph (H) (sole source procurement), paragraph (I) (emergency procurement) and (J) ("Piggy back" purchases).

- (D) *Competitive sealed bidding.*

- (1) *Invitation to bid.* An invitation to bid shall be issued and shall include specifications and all material contract terms and conditions.
- (2) *Public notice.* Adequate public notice of the invitation to bid shall be given a minimum of 14 calendar days prior to the date set for the opening of bids, or as otherwise provided by law. The notice shall be published in a newspaper of general circulation and posted on the official public notice bulletin board in Village Hall. The invitation to bid and notice shall state the place, date and time of bid opening.
- (3) *Bid opening.* Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as the Village Manager deems appropriate, together with the name of each bidder shall be recorded. The record and each bid shall be open to public inspection.
- (4) *Bid acceptance and bid evaluation.* Bids shall be accepted without alteration or correction, except as authorized in this Code. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose.

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.

- (5) *Correction or withdrawal of bids.* Correction or withdrawal of inadvertently erroneous bids before bid opening is permitted. Mistakes discovered before bid opening may be modified or withdrawn by written or electronic notice received in the office designated in the invitation to bid prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids shall be permitted. A low bidder alleging a clerical mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document and the bidder submits convincing evidence that a mistake was made.
- (6) *Award.* The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.
- (7) *Bonds.*
 - (a) *Construction contracts greater than \$50,000.00.* For construction contracts exceeding \$50,000.00, contractors shall submit the following with the bid documents:
 1. A bid guarantee equal to five percent of the bid price;
 2. A performance bond for 100 percent of the contract price; and
 3. A payment bond for 100 percent of the contract price.
 - (b) *All other contracts.* The Village Manager may require any or all of the three bonds or guarantees listed above. The bid specification shall include the amount and type of bond(s) or guarantees that are required.

(E) *Competitive sealed proposals.*

- (1) *Conditions for use.* When the Village Manager determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the Village, a contract may be entered into by use of the competitive sealed proposals method. An adequate number of sources shall be solicited.
- (2) *Request for proposals.* Proposals shall be solicited through a request for proposals (RFP) or similar method (RFQ, RFLI, etc.), all of which shall be referred to in this ordinance as RFPs. The intent being that the Village Manager shall choose the most appropriate alternative. The RFP shall clearly identify the relative importance of price and other evaluation factors, and the weight given to each factor. A process for fairly and thoroughly evaluating the proposals shall be established before the solicitation is issued.
- (3) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in subparagraph (D)(2) (competitive sealed bidding, public notice) except the period may be longer or shorter if the Village Additions shown by Underlining and deletion shown by ~~strikethrough~~.

Manager so states in the specifications or as otherwise required by law. Except when required by state law, the Village may, in lieu of the newspaper advertisement required by this section, publish the public notice on the Village web site and the official bulletin board in Village Hall.

- (4) *Proposal opening.* Competitive sealed proposals shall be publicly opened by the Village Clerk or designee.
 - (5) *Negotiations.* The request for proposals may provide that negotiations be conducted with responsible offerors who submit proposals determined to be reasonably acceptable for selection for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors until award is finalized.
 - (6) *Award.* Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the written basis on which the award is made.
- (F) *Contracting for designated professional services.*
- (1) *Authority.* In procuring architectural, engineering, landscape architectural, surveyor services, or other professional services as defined in F.S. § 287.055(2). The Village Manager shall comply with the requirements of the Consultant's Competitive Negotiation Act, (CCNA), F.S. § 287.055 or other Florida Statutes that require the use of the CCNA requirements.
- (G) *Small purchases.*
- (1) *General.* Any contract not exceeding \$15,000.00 over the life of the contract may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.
 - (2) *Small purchases of \$5,000.00 or less.* The Village Manager shall have the discretion to purchase goods and services that do not exceed \$5,000.00 in the manner he or she deems most appropriate.
 - (3) *Small purchases over \$5,000.00.* The Village Manager shall purchase goods and services in excess of \$5,000.00 but that do not exceed \$15,000.00, upon obtaining price quotations from no less than three businesses, or, in the alternative, from a supplier that is on the current approved vendors list of, or who has been selected in a competitive process within the last 24-month period by another governmental entity or public agency in the State of Florida. Award shall be made to the business offering the lowest acceptable quotation.

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

The names of the businesses submitting quotations, and the date and amount of each quotation, shall be recorded in writing and maintained as a public record.

- (H) *Sole source procurement.* A contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Village Manager shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a written public record and shall list each contractor's name, the amount and type of each contract.
- (I) *Emergency procurements.* Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. The Village Manager may also make emergency procurements of design, engineering, construction management and construction services as provided by F.S. § 255.20. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the written contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.
- (J) *"Piggy back" purchases.* A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.
- (K) *Not for profit government related organizations.* The Village may enter into a contract for goods or services from a governmental related professional organization without the requirement for the competitive bidding process. Organizations that the Village can contract for goods or services include (but are not limited to) the Federal, State and County League of Cities, the state and national professional organizations of the City Managers, City Attorneys, City Clerks, City Planners and Finance Officers Associations, and Florida Sheriffs' Association.
- (L) *Best interest of Village.* The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.
- (M) *Other exceptions.* With the approval of the Village Manager, the following supplies and services may be procured without competition, subject to the requirements of this Code:
 - (1) Servicing or warranty work of equipment by an authorized dealer or representative when work by another party would void a warrantee or guarantee;
 - (2) Renewal of software licenses;
 - (3) Used equipment and machinery;

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

- (4) Advertising in newspapers, periodicals and related publications, television, radio and billboards;
- (5) Commodities available only from the federal government, the State of Florida or Florida local governments;
- (6) Fees, including medical fees and physician fees;
- (7) Freight, storage charges, and demurrage;
- (8) Licenses;
- (9) Membership in professional, trade and other similar associations;
- (10) Postage;
- (11) Published books, manuals, maps, periodicals, films, technical pamphlets, CDs, DVDs, and copyrighted educational aids for use in libraries and for other informational and instructional purposes in instances in which other applicable law does not provide a restrictive means for the acquisition of them;
- (12) Real property;
- (13) Services of visiting speakers, lecturers, facilitators, and performing artists;
- (14) Utility services, the rates for which are subject to regulation by a county, state or federal regulatory agency.

(N) *Miscellaneous provisions.*

- (1) If less than three responsive bids or proposals in response to a bid or an RFP or other competitive sealed proposal are received, the Village Manager may either: (a) reject the bids or proposals, change the bid specifications, evaluation criteria, or other material terms and conditions and re-solicit the procurement; or, (b) negotiate the best terms and conditions with the responsive bidders or proposers. The Village Manager shall document the reasons that negotiating with the responsive bidders or proposers is in the best interest of the Village in lieu of re-soliciting competitive sealed bids or proposals.
- (2) The Village Manager may create a selection committee to evaluate proposers' statements of qualifications, responses to RFPs, design-build proposals and franchise proposals. Members of the selection committee may be department heads or employees of departments charged with responsibility relating to the procurement, planning, building and engineering consultants to the Village, and other persons who possess the professional or business expertise to evaluate the qualifications and proposals.

The selection committee will evaluate and rank proposers, and make a written report and recommendation to the Village manager.

- (O) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Village. The reasons for

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

cancellation shall be made part of the purchasing file. Each solicitation issued by the Village shall state that the solicitation may be cancelled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Village. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any further procurement of similar items. Reasons for rejection shall be provided upon request to any unsuccessful bidders or offerors.

(P) *Determination of nonresponsibility.* If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the Village Manager. The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the purchasing file and be made a public record.

(Q) *Contract clauses and their administration.*

(1) *Contract clauses.* All contracts for goods and services shall include provisions necessary to define the responsibilities and rights of the parties to the contract. Contract clauses may address, among others, the following subjects:

- (a) The unilateral right of the Village to order in writing changes in the work within the scope of the contract;
- (b) The unilateral right of the Village to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- (c) Variations occurring between estimated quantities of work in contract and actual quantities;
- (d) Defective pricing;
- (e) Liquidated damages;
- (f) No damages for delay by the Village;
- (g) Specified excuses for delay or nonperformance;
- (h) Termination of the contract for default;
- (i) Termination of the contract due to unavailability of funds in succeeding fiscal periods;
- (j) Termination of the contract in whole or in part for the convenience of the Village;
- (k) Suspension of work on a construction project ordered by the Village; and
- (l) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

- (i) When the contract is negotiated;
 - (ii) When the contractor provides the site or design; or
 - (iii) When the parties have otherwise agreed with respect to the risk of differing site conditions.
- (2) *Standard clauses and their modification.* The Village Manager, after consultation with the Village Attorney, may establish standard contract clauses for use in Village contracts.
- (R) *Contract administration.* A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained by the Village Manager.
- (S) *Village procurement records.*
 - (1) *Purchasing file.* All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Village in a purchasing file by the Village Clerk.
 - (2) *Retention of procurement records.* All procurement records shall be retained and disposed of by the Village in accordance with the records retention guidelines and schedules approved by the Florida Department of State.
- (T) *Bid protests.*
 - (1) *Right to protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Village Commission. Protestors must seek resolution of their complaints initially with the Village Manager. A protest of a solicitation of an invitation to bid or request for proposals shall be submitted in writing to the Village Manager prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and could not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. A protest of an award of a contract, or the discovery of facts relating to a claim of irregularity in the solicitation, shall be submitted in writing to the Village Manager within ten days of the award of the contract.
 - (2) *Stay of procurements during protests.* In the event of a timely protest under this paragraph, the Village Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Village Commission makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the Village.
 - (3) *Protest bond.* A protestor shall post a protest bond, equal to 15 percent of the bid amount, payable to the Village in the event the protest is denied.
- (U) *Contract claims.*

Additions shown by Underlining and deletion shown by ~~strike through~~.

- (1) *Decision of the Village Manager.* All claims by a contractor against the Village relating to a contract shall be submitted in writing to the Village Manager for a decision. The contractor may request a conference with the Village Manager on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) *Notice to the contractor of the Village Manager's decision.* The decision of the Village Manager shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal right under subparagraph (U)(3).
- (3) *Finality of Village Manager's decision; contractor's right to appeal.* The Village Manager's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a written appeal with the Village Commission. The contractor must exhaust these administrative remedies before petitioning the circuit court for review of the Village's administrative decision.
- (4) *Failure to render timely decision.* If the Village Manager does not issue a written decision regarding any contract controversy within ten days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the contractor may proceed as if an adverse decision had been received.

(V) Non-discrimination; contract requirements; waiver.

- (1) Definitions. For the purpose of this section, the term “boycott” means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.
- (2) Non-discrimination Contract Requirements. The Village shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this section. The Village Commission may, in its sole discretion, elect to waive the requirements of this section, section 36.25(V)(2), upon a 4/5 affirmative vote when the Village Commission deems the waiver necessary for the health, safety, or welfare of the Village.

Section 3. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this Ordinance are hereby repealed.

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

Section 4. Codification. This Ordinance shall be codified and become part of the North Bay Village Code. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 5. Severability. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect immediately upon enactment.

A motion to approve the foregoing Ordinance on first reading was offered by _____; seconded by _____.

The Votes were as follows:

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

FINAL VOTES AT ADOPTION:

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

DULY PASSED AND ADOPTED this ___ day of _____ 2016.

Connie Leon-Kreps
Mayor

Additions shown by Underlining and deletion shown by ~~strikethrough~~.

ATTEST:

Yvonne P. Hamilton, CMC
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: Non-Discriminatory Practice in Procurement or Equal Rights

Additions shown by Underlining and deletion shown by ~~strikethrough~~.



North Bay Village

Administrative Offices

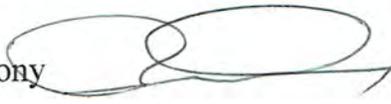
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

MEMORANDUM North Bay Village

DATE: April 1, 2016

TO: Yvonne P. Hamilton
Village Clerk

FROM: Commissioner Richard Chervony 

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 CHAPTER 36 OF THE VILLAGE CODE ENTITLED "PROCUREMENT REQUIREMENTS" BY AMENDING SECTION 36.25 TO PROHIBIT THE PROCUREMENT OF GOODS OR SERVICES FROM, OR OTHERWISE CONTRACT WITH, A BUSINESS THAT ENGAGES IN THE BOYCOTT OF A NATION OR COUNTRY, OR A BUSINESS THAT BLACKLISTS OR OTHERWISE REFUSES TO DEAL WITH A PERSON OR ENTITY BASED ON RACE, COLOR, RELIGION, GENDER, OR NATIONAL ORIGIN; PROVIDING FOR CONFLICT, CODIFICATION, SEVERABILITY; AND AN EFFECTIVE DATE.

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

RC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

201686er

1
2 An act relating to scrutinized companies; creating s.
3 215.4725, F.S.; providing definitions; requiring the
4 State Board of Administration to identify all
5 companies that are boycotting Israel or are engaged in
6 a boycott of Israel in which the public fund owns
7 direct or indirect holdings by a specified date;
8 requiring the public fund to create and maintain the
9 Scrutinized Companies that Boycott Israel List that
10 names all such companies; requiring the public fund to
11 provide written notice to a company that is identified
12 as a scrutinized company; specifying the contents of
13 the notice; specifying circumstances under which a
14 company may be removed from the list; prohibiting the
15 acquisition of certain securities of scrutinized
16 companies; prescribing reporting requirements;
17 requiring that certain information be included in the
18 investment policy statement; authorizing the public
19 fund to invest in certain scrutinized companies if the
20 value of all assets under management by the public
21 fund becomes equal to or less than a specified amount;
22 requiring the public fund to provide a written report
23 to the board of trustees of the state board and the
24 Legislature before such investment occurs; specifying
25 required contents of the report; reenacting and
26 amending s. 287.135, F.S., relating to the prohibition
27 against contracting with scrutinized companies;
28 providing a definition; prohibiting a state agency or
29 local governmental entity from contracting for goods

201686er

30 and services that exceed a specified amount if the
31 company has been placed on the Scrutinized Companies
32 that Boycott Israel List; requiring inclusion of a
33 contract provision that authorizes termination of a
34 contract if a company submits certain false
35 certification, has been placed on the scrutinized
36 companies list, or is engaged in a boycott of Israel;
37 providing exceptions; requiring certification upon
38 submission of a bid or proposal for certain contracts,
39 or before a company enters into or renews certain
40 contracts, with an agency or local governmental entity
41 that the company is not participating in a boycott of
42 Israel; providing procedures upon determination that a
43 company has submitted a false certification; providing
44 for civil action; providing penalties; providing
45 attorney fees and costs; providing a statute of
46 repose; prohibiting a private right of action;
47 providing for preemption of conflicting ordinances and
48 rules; revising provisions relating to federal
49 preemption; providing for severability; providing
50 effective dates.

51
52 Be It Enacted by the Legislature of the State of Florida:

53
54 Section 1. Section 215.4725, Florida Statutes, is created
55 to read:

56 215.4725 Prohibited investments by the State Board of
57 Administration; companies that boycott Israel.-

58 (1) DEFINITIONS.-As used in this section, the term:

201686er

59 (a) "Boycott Israel" or "boycott of Israel" means refusing
60 to deal, terminating business activities, or taking other
61 actions to limit commercial relations with Israel, or persons or
62 entities doing business in Israel or in Israeli-controlled
63 territories, in a discriminatory manner. A statement by a
64 company that it is participating in a boycott of Israel, or that
65 it has initiated a boycott in response to a request for a
66 boycott of Israel or in compliance with, or in furtherance of,
67 calls for a boycott of Israel, may be considered by the State
68 Board of Administration to be evidence that a company is
69 participating in a boycott of Israel. The term does not include
70 restrictive trade practices or boycotts fostered or imposed by
71 foreign countries against Israel.

72 (b) "Company" means a sole proprietorship, organization,
73 association, corporation, partnership, joint venture, limited
74 partnership, limited liability partnership, limited liability
75 company, or other entity or business association, including all
76 wholly owned subsidiaries, majority-owned subsidiaries, and
77 parent companies, that exists for the purpose of making profit.

78 (c) "Direct holdings" in a company means all securities of
79 that company that are held directly by the public fund or in an
80 account or fund in which the public fund owns all shares or
81 interests.

82 (d) "Indirect holdings" in a company means all securities
83 of that company that are held in a commingled fund or other
84 collective investment, such as a mutual fund, in which the
85 public fund owns shares or interests, together with other
86 investors not subject to this section or which are held in an
87 index fund.

201686er

88 (e) "Public fund" means all funds, assets, trustee, and
89 other designates under the State Board of Administration
90 pursuant to part I of chapter 121.

91 (f) "Scrutinized companies" means companies that boycott
92 Israel or engage in a boycott of Israel.

93 (2) IDENTIFICATION OF COMPANIES.—

94 (a) By August 1, 2016, the public fund shall make its best
95 efforts to identify all scrutinized companies in which the
96 public fund has direct or indirect holdings or could possibly
97 have such holdings in the future. Such efforts include:

98 1. To the extent that the public fund finds it appropriate,
99 reviewing and relying on publicly available information
100 regarding companies that boycott Israel, including information
101 provided by nonprofit organizations, research firms,
102 international organizations, and government entities;

103 2. Contacting asset managers contracted by the public fund
104 for information regarding companies that boycott Israel; or

105 3. Contacting other institutional investors that prohibit
106 such investments or that have engaged with companies that
107 boycott Israel.

108 (b) By the first meeting of the public fund following the
109 identification of scrutinized companies in accordance with
110 paragraph (a), the public fund shall compile and make available
111 the "Scrutinized Companies that Boycott Israel List."

112 (c) The public fund shall update and make publicly
113 available quarterly the Scrutinized Companies that Boycott
114 Israel List based on evolving information from, among other
115 sources, those listed in paragraph (a).

116 (3) REQUIRED ACTIONS.—The public fund shall adhere to the

201686er

117 following procedures for assembling companies on the Scrutinized
118 Companies that Boycott Israel List.

119 (a) Engagement.—

120 1. The public fund shall immediately determine the
121 companies on the Scrutinized Companies that Boycott Israel List
122 in which the public fund owns direct or indirect holdings.

123 2. For each company newly identified under this paragraph
124 after August 1, 2016, the public fund shall send a written
125 notice informing the company of its scrutinized company status
126 and that it may become subject to investment prohibition by the
127 public fund. The notice must inform the company of the
128 opportunity to clarify its activities regarding the boycott of
129 Israel and encourage the company to cease the boycott of Israel
130 within 90 days in order to avoid qualifying for investment
131 prohibition.

132 3. If, within 90 days after the public fund's first
133 engagement with a company pursuant to this paragraph, the
134 company ceases a boycott of Israel, the company shall be removed
135 from the Scrutinized Companies that Boycott Israel List, and the
136 provisions of this section shall cease to apply to that company
137 unless that company resumes a boycott of Israel.

138 (b) Prohibition.—The public fund may not acquire securities
139 of companies on the Scrutinized Companies that Boycott Israel
140 List, except as provided in paragraph (c) and subsection (6).

141 (c) Excluded securities.—Notwithstanding the provisions of
142 this section, paragraph (b) does not apply to:

143 1. Indirect holdings. However, the public fund shall submit
144 letters to the managers of such investment funds containing
145 companies that boycott Israel requesting that they consider

201686er

146 removing such companies from the fund or create a similar fund
147 having indirect holdings devoid of such companies. If the
148 manager creates a similar fund, the public fund shall replace
149 all applicable investments with investments in the similar fund
150 in an expedited timeframe consistent with prudent investing
151 standards. For the purposes of this section, an alternative
152 investment, as the term is defined in s. 215.4401, and
153 securities that are not publicly traded are deemed to be
154 indirect holdings.

155 2. Exchange-traded funds.

156 (4) REPORTING.—

157 (a) The public fund shall file a report with each member of
158 the Board of Trustees of the State Board of Administration, the
159 President of the Senate, and the Speaker of the House of
160 Representatives which includes the Scrutinized Companies that
161 Boycott Israel List within 30 days after the list is created.
162 This report shall be made available to the public.

163 (b) At each quarterly meeting of the Board of Trustees
164 thereafter, the public fund shall file a report, which shall be
165 made available to the public and to each member of the Board of
166 Trustees of the State Board of Administration, the President of
167 the Senate, and the Speaker of the House of Representatives,
168 which includes:

169 1. A summary of correspondence with companies engaged by
170 the public fund under subparagraph (3)(a)2.;

171 2. All prohibited investments under paragraph (3)(b);

172 3. Any progress made under paragraph (3)(c); and

173 4. A list of all publicly traded securities held directly
174 by the public fund.

201686er

175 (5) INVESTMENT POLICY STATEMENT OBLIGATIONS.—The public
176 fund's actions taken in compliance with this section, including
177 all good faith determinations regarding companies as required by
178 this act, shall be adopted and incorporated into the public
179 fund's investment policy statement as provided in s. 215.475.

180 (6) INVESTMENT IN CERTAIN SCRUTINIZED COMPANIES.—
181 Notwithstanding any other provision of this section, the public
182 fund may invest in certain scrutinized companies if clear and
183 convincing evidence shows that the value of all assets under
184 management by the public fund becomes equal to or less than
185 99.50 percent, or 50 basis points, of the hypothetical value of
186 all assets under management by the public fund, assuming no
187 investment prohibition for any company had occurred under
188 paragraph (3)(b). Cessation of the investment prohibition and
189 any new investment in a scrutinized company is limited to the
190 minimum steps necessary to avoid the contingency described in
191 this subsection. For any cessation of the investment prohibition
192 and new investment authorized by this subsection, the public
193 fund shall provide a written report to each member of the Board
194 of Trustees of the State Board of Administration, the President
195 of the Senate, and the Speaker of the House of Representatives
196 in advance of the new investment, updated semiannually
197 thereafter as applicable, setting forth the reasons and
198 justification, supported by clear and convincing evidence, for
199 its decisions to cease the investment prohibition in scrutinized
200 companies.

201 Section 2. Effective October 1, 2016, section 287.135,
202 Florida Statutes, is reenacted and amended to read:

203 287.135 Prohibition against contracting with scrutinized

201686er

204 companies.-

205 (1) In addition to the terms defined in ss. 287.012 and
206 215.473, as used in this section, the term:

207 (a) "Awarding body" means, for purposes of state contracts,
208 an agency or the department, and for purposes of local
209 contracts, the governing body of the local governmental entity.

210 (b) "Boycott of Israel" has the same meaning as defined in
211 s. 215.4725.

212 (c) ~~(b)~~ "Business operations" means, for purposes
213 specifically related to Cuba or Syria, engaging in commerce in
214 any form in Cuba or Syria, including, but not limited to,
215 acquiring, developing, maintaining, owning, selling, possessing,
216 leasing, or operating equipment, facilities, personnel,
217 products, services, personal property, real property, military
218 equipment, or any other apparatus of business or commerce.

219 (d) ~~(e)~~ "Local governmental entity" means a county,
220 municipality, special district, or other political subdivision
221 of the state.

222 (2) A company is ineligible to, and may not, bid on, submit
223 a proposal for, or enter into or renew a contract with an agency
224 or local governmental entity for goods or services of \$1 million
225 or more if that, at the time of bidding or submitting a proposal
226 for a new contract or renewal of an existing contract, the
227 company:

228 (a) Is on the Scrutinized Companies that Boycott Israel
229 List, created pursuant to s. 215.4725, or is engaged in a
230 boycott of Israel;

231 (b) Is on the Scrutinized Companies with Activities in
232 Sudan List or the Scrutinized Companies with Activities in the

201686er

233 Iran Petroleum Energy Sector List, created pursuant to s.
234 215.473; ~~7~~ or

235 (c) Is engaged in business operations in Cuba or Syria, ~~is~~
236 ~~ineligible for, and may not bid on, submit a proposal for, or~~
237 ~~enter into or renew a contract with an agency or local~~
238 ~~governmental entity for goods or services of \$1 million or more.~~

239 ~~(3)(a)~~ Any contract with an agency or local governmental
240 entity for goods or services of \$1 million or more entered into
241 or renewed on or after:

242 (a) July 1, 2011, through June 30, 2012, must contain a
243 provision that allows for the termination of such contract at
244 the option of the awarding body if the company is found to have
245 submitted a false certification as provided under subsection (5)
246 or been placed on the Scrutinized Companies with Activities in
247 Sudan List or the Scrutinized Companies with Activities in the
248 Iran Petroleum Energy Sector List.

249 ~~(b) Any contract with an agency or local governmental~~
250 ~~entity for goods or services of \$1 million or more entered into~~
251 ~~or renewed on or after July 1, 2012, through September 30, 2016,~~
252 must contain a provision that allows for the termination of such
253 contract at the option of the awarding body if the company is
254 found to have submitted a false certification as provided under
255 subsection (5), been placed on the Scrutinized Companies with
256 Activities in Sudan List or the Scrutinized Companies with
257 Activities in the Iran Petroleum Energy Sector List, or been
258 engaged in business operations in Cuba or Syria.

259 (c) October 1, 2016, must contain a provision that allows
260 for the termination of such contract at the option of the
261 awarding body if the company:

201686er

262 1. Is found to have submitted a false certification as
263 provided under subsection (5);

264 2. Has been placed on the Scrutinized Companies that
265 Boycott Israel List, or is engaged in a boycott of Israel;

266 3. Has been placed on the Scrutinized Companies with
267 Activities in Sudan List or the Scrutinized Companies with
268 Activities in the Iran Petroleum Energy Sector List; or

269 4. Has been engaged in business operations in Cuba or
270 Syria.

271 (4) Notwithstanding subsection (2) or subsection (3), an
272 agency or local governmental entity, on a case-by-case basis,
273 may permit a company on the Scrutinized Companies that Boycott
274 Israel List, the Scrutinized Companies with Activities in Sudan
275 List or the Scrutinized Companies with Activities in the Iran
276 Petroleum Energy Sector List, or a company with business
277 operations in Cuba or Syria, to be eligible for, bid on, submit
278 a proposal for, or enter into or renew a contract for goods or
279 services of \$1 million or more under the conditions set forth in
280 paragraph (a) or the conditions set forth in paragraph (b):

281 (a)1. With respect to a company on the Scrutinized
282 Companies with Activities in Sudan List or the Scrutinized
283 Companies with Activities in the Iran Petroleum Energy Sector
284 List, all of the following occur:

285 a. The scrutinized business operations were made before
286 July 1, 2011.

287 b. The scrutinized business operations have not been
288 expanded or renewed after July 1, 2011.

289 c. The agency or local governmental entity determines that
290 it is in the best interest of the state or local community to

201686er

291 contract with the company.

292 d. The company has adopted, has publicized, and is
293 implementing a formal plan to cease scrutinized business
294 operations and to refrain from engaging in any new scrutinized
295 business operations.

296 2. With respect to a company engaged in business operations
297 in Cuba or Syria, all of the following occur:

298 a. The business operations were made before July 1, 2012.

299 b. The business operations have not been expanded or
300 renewed after July 1, 2012.

301 c. The agency or local governmental entity determines that
302 it is in the best interest of the state or local community to
303 contract with the company.

304 d. The company has adopted, has publicized, and is
305 implementing a formal plan to cease business operations and to
306 refrain from engaging in any new business operations.

307 3. With respect to a company on the Scrutinized Companies
308 that Boycott Israel List, all of the following occur:

309 a. The boycott of Israel was initiated before October 1,
310 2016.

311 b. The company certifies in writing that it has ceased its
312 boycott of Israel.

313 c. The agency or local governmental entity determines that
314 it is in the best interest of the state or local community to
315 contract with the company.

316 d. The company has adopted, has publicized, and is
317 implementing a formal plan to cease scrutinized business
318 operations and to refrain from engaging in any new scrutinized
319 business operations.

201686er

320 (b) One of the following occurs:

321 1. The local governmental entity makes a public finding
322 that, absent such an exemption, the local governmental entity
323 would be unable to obtain the goods or services for which the
324 contract is offered.

325 2. For a contract with an executive agency, the Governor
326 makes a public finding that, absent such an exemption, the
327 agency would be unable to obtain the goods or services for which
328 the contract is offered.

329 3. For a contract with an office of a state constitutional
330 officer other than the Governor, the state constitutional
331 officer makes a public finding that, absent such an exemption,
332 the office would be unable to obtain the goods or services for
333 which the contract is offered.

334 (5) At the time a company submits a bid or proposal for a
335 contract or before the company enters into or renews a contract
336 with an agency or governmental entity for goods or services of
337 \$1 million or more, the company must certify that the company is
338 not participating in a boycott of Israel, on the Scrutinized
339 Companies with Activities in Sudan List or the Scrutinized
340 Companies with Activities in the Iran Petroleum Energy Sector
341 List, or that it does not have business operations in Cuba or
342 Syria.

343 (a) If, after the agency or the local governmental entity
344 determines, using credible information available to the public,
345 that the company has submitted a false certification, the agency
346 or local governmental entity shall provide the company with
347 written notice of its determination. The company shall have 90
348 days following receipt of the notice to respond in writing and

201686er

349 to demonstrate that the determination of false certification was
350 made in error. If the company does not make such demonstration
351 within 90 days after receipt of the notice, the agency or the
352 local governmental entity shall bring a civil action against the
353 company. If a civil action is brought and the court determines
354 that the company submitted a false certification, the company
355 shall pay the penalty described in subparagraph 1. and all
356 reasonable attorney fees and costs, including any costs for
357 investigations that led to the finding of false certification.

358 1. A civil penalty equal to the greater of \$2 million or
359 twice the amount of the contract for which the false
360 certification was submitted shall be imposed.

361 2. The company is ineligible to bid on any contract with an
362 agency or local governmental entity for 3 years after the date
363 the agency or local governmental entity determined that the
364 company submitted a false certification.

365 (b) A civil action to collect the penalties described in
366 paragraph (a) must commence within 3 years after the date the
367 false certification is submitted.

368 (6) Only the agency or local governmental entity that is a
369 party to the contract may cause a civil action to be brought
370 under this section. This section does not create or authorize a
371 private right of action or enforcement of the penalties provided
372 in this section. An unsuccessful bidder, or any other person
373 other than the agency or local governmental entity, may not
374 protest the award of a contract or contract renewal on the basis
375 of a false certification.

376 (7) This section preempts any ordinance or rule of any
377 agency or local governmental entity involving public contracts

201686er

378 for goods or services of \$1 million or more with a company
379 engaged in scrutinized business operations.

380 (8) The contracting prohibitions in this section applicable
381 to companies on the Scrutinized Companies with Activities in
382 Sudan List or the Scrutinized Companies with Activities in the
383 Iran Petroleum Energy Sector List or to companies engaged in
384 business operations in Cuba or Syria become ~~This section becomes~~
385 inoperative on the date that federal law ceases to authorize the
386 states to adopt and enforce such ~~the~~ contracting prohibitions ~~of~~
387 ~~the type provided for in this section.~~

388 Section 3. If any provision of this act or its application
389 to any person or circumstance is held invalid, the invalidity
390 does not affect other provisions or applications of this act
391 which can be given effect without the invalid provision or
392 application, and to this end the provisions of this act are
393 declared severable.

394 Section 4. Except as otherwise expressly provided in this
395 act, this act shall take effect upon becoming a law.

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING VILLAGE COMMISSION POLICY AND PROCEDURES REGARDING PROCLAMATIONS AND AWARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, the Commission of North Bay Village, Florida would like to ensure that awards and proclamations are only given to those individuals, groups, or entities, who have had a positive impact on North Bay Village and/or its residents; and

WHEREAS, Section 3.05(A) of the Village's Code of Ordinances recognizes the Mayor as head of Village government for all ceremonial purposes; and

WHEREAS, the Commission of North Bay Village wishes to establish guidelines to govern the issuance of awards proclamations.

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

Section 1. Recitals Adopted.

The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Adoption of Proclamations and Awards policy and procedures.

The Commission of North Bay Village, Florida hereby establishes the following guidelines regarding consideration of requests for issuance of proclamations and awards:

1. Upon the submission of a written request, the Mayor is hereby authorized to present Proclamations and Awards on behalf of North Bay Village, recognizing groups, organizations or individuals for significant accomplishments, in accordance with the procedures set forth herein.
2. Proclamations and Awards given by the Village are strictly honorary and may consist of plaques, keys to the City, proclamations, and certificates of recognition and/or achievement, which shall be issued as follows:
 - A. PLAQUES: Plaques may be given to individuals or organizations for extraordinary achievements that positively benefit the Village and/or its residents.

- B. KEYS TO THE CITY: Keys to the City shall only be awarded to dignitaries and notable individuals for extraordinary achievements that positively benefit the Village and/or its residents. A majority vote of the Village Commission is required to award Keys to the City.
 - C. PROCLAMATIONS: Proclamations may be given to individuals or organizations to commemorate a special event or day having a positive impact on the Village.
 - D. CERTIFICATES OF RECOGNITION AND/OR ACHIEVEMENT: Certificates of Recognition and/or Achievement may be issued to honor special events or individuals.
3. All Proclamation and Awards requests must be submitted in writing, with the necessary backup documentation, to the Village Clerk.
 4. This Section shall not apply to exceptional service awards given to Village staff by the Village Manager.

Section 4. Severability. If any word, clause, phrase, sentence, paragraph, or section of this Resolution is held to be invalid by a Court of competent jurisdiction, such declaration of invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or section of this Resolution.

Section 5. Conflicts. Any resolutions or parts thereof found to be in conflict with any provision of this Resolution are hereby repealed.

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

The foregoing Resolution was offered by _____, who moved for its adoption. The 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 12th day of April 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: Proclamations and Awards Policy and Procedures.



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: April 4, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Commissioner Richard Chervony

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, ESTABLISHING VILLAGE COMMISSION POLICY AND PROCEDURES REGARDING PROCLAMATIONS AND AWARDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

RC: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, ESTABLISHING THAT NO VILLAGE COMMISSION MEMBER MAY REPRESENT THE VILLAGE WITHOUT PROPER AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VICE MAYOR JORGE GONZALEZ)

WHEREAS, Section 3.06 of the Village's Code of Ordinances recognizes that all powers of the Village and the determination of all matters of policy shall be vested in the Village Commission with certain limitations; and

WHEREAS, Section 3.05(C) of the Village's Code of Ordinances recognizes that each of the five Village Commission members have an equal vote; and

WHEREAS, the Commission of North Bay Village, Florida, would like to ensure that North Bay Village is being accurately represented, when a Village Commission member acts or otherwise makes representations on its behalf; and

WHEREAS, the Village Commission would like to ensure that Village Commission members obtain proper authorization when seeking to represent the Village in accordance with the North Bay Village Code of Ordinances and Florida's Government in the Sunshine Law, s. 286.011, F.S.

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

Section 1. Authorization to represent the Village.

No Commission member may represent the Village or act in a manner that may be construed as representing the Village without proper authorization. Commission members that seek to act on behalf of the Village or otherwise represent the Village shall obtain authorization through a manner consistent with the North Bay Village Code of Ordinances and Florida's Government in the Sunshine Law, s. 286.011, F.S. Relevant information or documents must be submitted to the Village Clerk for the purposes of public discussion and approval of the Village Commission.

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by _____, who moved for its adoption. The 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 12th day of April 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: Authorization to represent Village.



North Bay Village

Administrative Offices

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

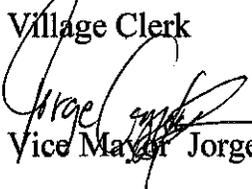
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: April 4, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Vice Mayor Jorge Gonzalez

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, ESTABLISHING THAT NO VILLAGE COMMISSION MEMBER MAY REPRESENT THE VILLAGE WITHOUT PROPER AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.

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

JG: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, CENSURING AND DENOUNCING MAYOR CONNIE LEON-KREPS FOR HER VIOLATION OF DECORUM AND CONDUCT UNBECOMING A MEMBER OF THE NORTH BAY VILLAGE COMMISSION, BY MAKING FALSE AND UNSUPPORTED ACCUSATIONS OF COLLUSION AND CONSPIRACY AGAINST HER FELLOW COMMISSION MEMBERS AT THE COMMISSION MEETING OF MARCH 8, 2016 SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER RICHARD CHERVONY)

WHEREAS, the Mayor knowingly and falsely stated, as fact, that her fellow Commissioners were engaged in conspiracy and collusion, which is in direct violation of Article 2 of the Miami-Dade Charter Citizens Bill of Rights Truth In Government; and

WHEREAS, while this Commission clearly recognizes Mayor Leon-Kreps first amendment rights, it has concluded that Mayor Leon-Kreps has crossed the line in terms of respect and proper protocol becoming a member of the Village Commission, and that she should be censured and admonished for her behavior.

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. Censure. That the Village Commission hereby censures Mayor Connie Leon-Kreps; urges her to recant her statements, and refrain from making such defamatory and untrue comments in the future.

Section 3. Village Attorney Direction. The Village Attorney, Robert L. Switkes, is directed to transmit a copy of this Censure Resolution to the Miami-Dade Commission on Ethics & Public Trust for its evaluation of Mayor Connie Leon-Krep’s compliance with the Citizens Bill of Rights.

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 Andreana Jackson	_____
Commissioner Eddie Lim	_____

PASSED and ADOPTED this 12th day of April 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: Censure of Mayor Connie Leon-Kreps.



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: April 4, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: Dr. Richard Chervony
Commissioner

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, CENSURING AND DENOUNCING MAYOR CONNIE LEON-KREPS FOR HER VIOLATION OF DECORUM AND CONDUCT UNBECOMING A MEMBER OF THE NORTH BAY VILLAGE COMMISSION, BY MAKING FALSE AND UNSUPPORTED ACCUSATIONS OF COLLUSION AND CONSPIRACY AGAINST HER FELLOW COMMISSION MEMBERS AT THE COMMISSION MEETING OF MARCH 8, 2016 SETTING AN EFFECTIVE DATE.

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

RC:yph

Mayor
Connie Leon-Kreps

Vice Mayor
Jorge Gonzalez

Commissioner
Dr. Richard Chervony

Commissioner
Andreana Jackson

Commissioner
Eddie Lim

ORDINANCE NO. _____

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENENDING SUPPLEMENTAL REGULATIONS OF CHAPTER 152 – ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE; CREATING SECTION 152.112 ENTITLED “VACATION RENTAL LICENSE PROGRAM” TO INCLUDE BUT NOT BE LIMITED TO PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR A VACATION RENTAL LICENSE; PROVIDING FOR A VACATION RENTAL REPRESENTATIVE; PROVIDING FOR LOCAL PHONE SERVICE REQUIREMENT; PROVIDING FOR PARKING STANDARDS; PROVIDING FOR SOLID WASTE HANDLING AND CONTAINMENT; PROVIDING FOR THE POSTING OF VACATION RENTAL INFORMATION; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS)

WHEREAS, the 2011 Florida’s legislature enacted House Bill 883 (Florida Chapter 2011-119, Laws of Florida) (hereafter “HB 883”) which preempted the local regulation of specific land use commonly called short-term vacation rentals (transient rentals less than thirty (30) days in duration and commonly located in residential areas); and

WHEREAS, the 2014 Florida Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida) (hereafter “SB 356”) which rescinded the previous preemption on local regulation of short-term vacation rentals, but provided that a local law, ordinance, or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of rental of vacation rentals; and

WHEREAS, SB 356 returned some local control back to communities to mitigate the effects of short-term vacation rentals in an attempt to make them safer, more compatible with existing neighborhoods, and accountable for their proper operation; and

WHEREAS, short-term vacation rental occupants, due to the transient nature of their occupancy, are unfamiliar with local evacuation plans, the location of fire extinguishers, residence’s exit routes, pool and home safety features, and other similar safety measures that would readily be provided to guests in traditional lodging establishments; and

(Coding: Words in ~~struck through~~ type are deletions from existing law; words underscored are additions).

WHEREAS, the presence of short-term vacation rentals within single-family dwelling units in established residential neighborhoods can also 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, many local jurisdictions in the State of Florida and across the nation have standards in place to minimize the negative impacts caused by short-term vacation rentals; and

WHEREAS, the majority of complaints the Village has received to date have been from single- and two-family neighborhoods regarding short-term vacation rentals; and

WHEREAS, the Village seeks that short-term vacation rentals are safe, fit in with the character of the neighborhood, provide positive impacts on the community, increase property values, and achieve greater neighborhood compatibility; and

WHEREAS, these standards are deemed necessary by the North Bay Village Commission to preserve property values and to protect the health, safety, and general welfare of permanent residents, lot/parcel owners, investors, and transient occupants and visitors alike; and

WHEREAS, the application of these minimum standards to short-term vacation rental properties ensures that transient occupants are provided the same minimum protections as is required by the current statutes and codes for single- and two-family residences;

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

Section 1: Recitals Adopted. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 2: Village Code Amended. Chapter 152 – Zoning, of the North Bay Village Code of Ordinances is hereby amended as follows:

- A. Creation of new Section 152.112 entitled “Vacation Rental License Program” to read as follows:

* * *

VACATION RENTAL LICENSE PROGRAM

GENERAL PROVISIONS

§152.112.01 PURPOSE.

The purpose of this subchapter, Section 152.112, is to promote public health, safety, welfare and convenience through regulations and standards for short-term vacation rental properties by providing:

- (A) for a vacation rental license;
- (B) for safety and operational requirements;
- (C) for parking standards;
- (D) for solid waste handling and containment;
- (E) for licensure requiring posting of vacation rental information;
- (F) for administration, penalties and enforcement.

§152.112.02 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

VILLAGE. North Bay Village, Florida, as geographically described in its Charter.

HABITABLE ROOM. A room or enclosed floor space used or intended to be used for living or sleeping purposes, excluding kitchens, bathrooms, shower rooms, water closet compartments, laundries, pantries, foyers, connecting corridors, closets and storage space.

OCCUPANT. Any person who occupies, either during the day or overnight, a Vacation Rental.

TRANSIENT PUBLIC LODGING ESTABLISHMENT. Any unit, group of units, dwelling, building or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

VACATION RENTAL. Any individually or collectively owned single family house or dwelling unit that is also a transient public lodging establishment, and is located in an area zoned RS-1 and RS-2.

VACATION RENTAL REPRESENTATIVE. A Vacation Rental property owner, or his/her authorized designee, as identified in the application for a Village Vacation Rental license.

VACATION RENTAL LICENSE

§ 152.112.010 LICENSE REQUIRED.

After July 1, 2016, an active Vacation Rental license shall be required to operate a Vacation Rental within the Village. After July 1, 2016, only Vacation Rentals holding an active Vacation Rental license issued by North Bay Village may operate within the Village. A separate Vacation Rental license shall be required for each Vacation Rental, as defined in Section 152.112.02.

§ 152.112.011 APPLICATION FOR VACATION RENTAL LICENSE.

(A) A property owner seeking initial issuance of a Vacation Rental license, or the renewal, or modification of a Vacation Rental license, shall submit to the Village a completed Vacation Rental license application in a form promulgated by the Village, together with an application fee in an amount set by resolution of the Village Commission.

(B) A complete application for the initial issuance, or renewal, or modification, of a Vacation Rental license shall demonstrate compliance with the standards and requirements set forth in this subchapter through the following submittals:

(1) A completed Vacation Rental license application form, which must identify; the property owner, address of the Vacation Rental, Vacation Rental Representative, and as well as the phone number of the Vacation Rental Representative.

(2) Payment of applicable fees.

(3) A copy of the Vacation Rental's current and active license as a Transient Public Lodging Establishment with the Florida Department of Business and Professional Regulation.

(4) A copy of the Vacation Rental's current and active certificate of registration with the Florida Department of Revenue for the purposes of collecting and remitting sales surtaxes, transient rental taxes, and any other taxes required by law to be remitted to the Florida Department of Revenue.

(5) Evidence of the Vacation Rental's current and active account with the Miami-Dade County Tax Collector for the purposes of collecting and remitting tourist

and convention development taxes and any other taxes required by law to be remitted to the Miami-Dade County Tax Collector.

(6) A copy of the current Local Business Tax Receipt.

(7) Interior building sketch by floor. A building sketch (may be hand drawn) by floor shall be provided, showing a floor layout and demonstrating compliance with the standards and requirements set forth in this subchapter. The sketch provided shall be drawn to scale, and shall show and identify all bedrooms, other rooms, exits, hallways, stairways, smoke and carbon monoxide detectors, swimming pools, fire extinguishers and exit signage/lighting.

(8) A sketch showing the number and the location of all on-site parking spaces for the Vacation Rental.

(9) Acknowledgement that each guest room shall be equipped with an approved listed single-station smoke detector meeting the minimum requirements of the NFPA.

(10) A section indicating whether the Vacation Rental will have 10 or fewer occupants or more than 10 occupants.

(11) A copy of the generic form vacation rental/lease agreement to be used when contracting with transient Occupants and guests.

(C) Incomplete applications will not be accepted, but will be returned with any fees submitted to the property owner with a notation of what items are missing.

(D) Vacation Rental license applications shall be sworn to under penalty of perjury and false statements in an application shall be a basis for the revocation of any license issued pursuant to such application.

§ 152.112.012 MODIFICATION OF VACATION RENTAL LICENSE.

An application for modification of a Vacation Rental license shall be required in the event that any of the following changes to the Vacation Rental are proposed:

(A) An increase in the gross square footage.

(B) An increase in the number of bedrooms.

(C) An increase in the maximum occupancy.

(D) An increase in the number of parking spaces, or a change in the location of parking spaces.

- (E) An increase in the number of bathrooms.
- (F) Any other material modifications that would increase the intensity of use.

§ 152.112.013 DURATION OF VACATION RENTAL LICENSE.

The Vacation Rental license shall expire each September 30, and may be annually renewed thereafter if the property is in compliance with this subchapter. Vacation Rental licenses acquired before September 30, 2016 will be valid until September 30, 2017.

§ 152.112.014 RENEWAL OF VACATION RENTAL LICENSE.

A property owner must apply annually for a renewal of the Vacation Rental license no later than 60 days prior to the expiration date of the previous Vacation Rental license.

§ 152.112.015 LICENSES NON-TRANSFERABLE, NON-ASSIGNABLE.

Vacation Rental licenses are non-transferable and non-assignable. If the ownership of any Vacation Rental is sold or otherwise transferred, any outstanding Vacation Rental license as to that Vacation Rental shall be null and void upon the sale or transfer.

VACATION RENTAL REPRESENTATIVE

§ 152.112.020 DUTIES OF VACATION RENTAL REPRESENTATIVE.

Every Vacation Rental Representative shall:

(A) Be available by landline or mobile telephone answered by the Vacation Rental Representative at the listed phone number 24-hours a day, 7 days a week to handle any problems arising from the Vacation Rental; and

(B) Be willing and able to be physically present at the Vacation Rental within 60 minutes following notification from a Vacation Rental Occupant, law enforcement officer, emergency personnel, or the Village for issues related to the Vacation Rental, and shall actually be physically present at that location in that time frame when requested; and

(C) Conduct an on-site inspection of the Vacation Rental at the end of each rental period to assure continued compliance with the requirements of this subchapter.

STANDARDS AND REQUIREMENTS FOR VACATION RENTALS

§ 152.112.030 GENERAL

The standards and requirements set forth in this section shall apply to the rental, use, and occupancy of Vacation Rentals in the Village.

§ 152.112.031 LOCAL PHONE SERVICE REQUIRED.

Local phone service. At least one landline telephone with the ability to call 911 shall be available in the main level common area in the Vacation Rental.

§ 152.112.032 PARKING STANDARDS.

Occupants and visitors to the Vacation Rental shall comply with all relevant parking codes as found in the Village Code of Ordinances.

§ 152.112.033 SOLID WASTE HANDLING AND CONTAINMENT.

Requirements for garbage storage and collection shall be as follows:

(A) Notice of the location of the trash storage containers and rules for collection shall be posted inside the Vacation Rental.

§ 152.112.034 MAXIMUM OCCUPANCY.

Requirements for space shall be as follows:

(A) Each Vacation Rental shall have a minimum gross floor area of not less than 150 square feet for the first occupant and not less than 100 square feet for each additional occupant.

(B) Every room in a Vacation Rental occupied for sleeping purposes shall:

(1) Have a gross floor area of not less than 70 square feet; and when occupied by more than one occupant, it shall have a gross floor area of not less than 50 square feet for each occupant. The maximum number of occupants for each room used for sleeping purposes shall be four.

(2) Have a minimum width of 8 feet.

(C) Gross area shall be calculated on the basis of total habitable room area, and those exclusions appearing in the definition of "habitable room" shall not be considered in calculation of such floor areas.

(D) Every habitable room in a Vacation Rental shall have a ceiling height of not less than 7 feet for at least half the floor area of the room. Any portion of a habitable room having a ceiling height of 5 feet or less shall not be included in calculating the total floor area of such room.

§ 152.112.035 POSTING OF VACATION RENTAL INFORMATION.

(A) In each Vacation Rental, located outside on the back or next to the main entrance door there shall be posted as a single page the following information:

(1) The name, address and phone number of the Vacation Rental Representative;

(2) The maximum occupancy of the Vacation Rental;

(3) A statement advising the Occupant that any sound which crosses a property line at a volume which is unreasonably loud is unlawful within the Village; as per the Village Noise Ordinance.

(4) A sketch of the location of the off-street parking spaces;

(5) The days and times of trash pickup;

(6) The location of the nearest hospital; and

(7) The local non-emergency police phone number.

(B) A copy of the building evacuation map – Minimum 8-1/2" by 11" shall be provided to the renter upon the start of each vacation rental.

ADMINISTRATION, PENALTIES, AND ENFORCEMENT

§ 152.112.055 ADMINISTRATION OF VACATION RENTAL LICENSE PROGRAM.

The ultimate responsibility for the administration of this subchapter is vested in the Village Manager, or his/her authorized designee, who is responsible for granting, denying, revoking, renewing, suspending and canceling Vacation Rental licenses for proposed and existing Vacation Rentals as set forth in this subchapter.

§ 152.112.056 APPEALS.

Any decision of the Village Manager, or his/her authorized designee, relating to the granting, denial, renewal, modification, or suspension of a Vacation Rental license under this subchapter shall be rendered in writing, and reviewed by the Village Commission if a notice by the applicant is filed with the Village Clerk within 10 days after the action to be reviewed. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission, at which the matter will be reviewed. The decision of the Village Commission shall be final. Such final decision may be reviewed as permitted under Florida law.

§ 152.112.057 NOTICE.

Any notice required under this subchapter shall be accomplished by sending a written notification by U.S. Mail, postage paid, to the mailing address of the Vacation Rental Representative set forth on documents filed with the Village under this subchapter, which shall be considered for all purposes as the correct address for service, or by personal service or delivery to the Vacation Rental Representative.

§ 152.112.058 PENALTIES AND ENFORCEMENT.

(A) Any violation of this subchapter may be punished by citation, as specifically described in Chapter 153 – Code Enforcement of the Code of Ordinances of North Bay Village, including but not limited to the requirements of a reasonable warning prior to issuance of a citation; provided, however, such violation shall be subject to a fine in the amount of \$250.00, for the first offense, \$500.00 for the second and subsequent offenses, plus a suspension of the Vacation Rental license as provided hereinafter, for the third offense. Each day a violation exists shall constitute a separate and distinct violation.

(B) *Other enforcement methods and penalties.* Notwithstanding anything otherwise provided herein, violations of this subchapter shall also be subject to all the enforcement methods and penalties that may be imposed for the violation of ordinances of the Village as provided in the Village Code of Ordinances. Nothing contained herein shall prevent the Village from seeking all other available remedies which may include, but not be limited to, injunctive relief, abatement of public nuisance, liens, fines, imprisonment, and other penalties as provided by law.

(C) Suspension of license.

(1) In addition to any fines and any other remedies described herein or provided for by law, the Village Manager shall suspend a Vacation Rental license upon a third violation of this subchapter in any continuous 12 month period. Such suspension of a Vacation Rental license shall be for a period of 1 year, and shall begin following notice, commencing either at the end of the current Vacation Rental lease period, or after 30 calendar days, whichever is less.

(2) For violations of the Florida Building Code, or Florida Fire Prevention Code, a Vacation Rental license shall be subject to temporary suspension starting immediately 3 working days after citation for such violation if it is not corrected, re-inspected, and found in compliance.

(D) Revocation of license.

(1) The Village Manager may refuse to issue or renew a license or may revoke a Vacation Rental license issued under this subchapter if the property owner has willfully withheld or falsified any information required for a Vacation Rental license.

(2) The Village Manager shall revoke a Vacation Rental license issued under this subchapter upon the fifth adjudication of either a noise violation where such noise emanated from the Vacation Rental or receipt of a parking violation where such parking violation occurred on the Vacation Rental property within any continuous 12 month period, or any combination thereof.

(3) The property owner shall not be entitled to any refund of the annual fee paid for a license for any portion of the unexpired term of a license, because of revocation or suspension of the Vacation Rental license.

(E) For all purposes under this subchapter, service of notice on the Vacation Rental Representative shall be deemed service of notice on the property owner and Occupant.

(F) No Occupant shall occupy a Vacation Rental, and no advertisement for the Vacation Rental shall occur during any period of suspension of a Vacation Rental's Vacation Rental license.

VESTING

§ 152.112.070 RENTAL AGREEMENT VESTING.

It is recognized that there are likely existing rental/lease agreements for Vacation Rentals as the time of passage of this ordinance which may not be in compliance with the regulations herein. Rental agreements that were entered into prior to the date of adoption, shall be considered vested. No special vesting process or fee shall be required to obtain this vesting benefit.

* * *

Section 3: Repeal. Each of the above stated recitals is true and correct and incorporated herein by this reference.

Section 4: 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 5: 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 6: Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Mayor Connie Leon-Kreps, who moved for its approval on first reading. This motion was seconded by Commissioner Richard Chervony, and upon being put to a vote, the vote was as follows:

THE VOTES WERE AS FOLLOW:

Mayor Connie Leon-Kreps	<u>Yes</u>
Vice Mayor Jorge Gonzalez	<u>Yes</u>
Commissioner Richard Chervony	<u>Yes</u>
Commissioner Andreana Jackson	<u>Yes</u>
Commissioner Eddie Lim	<u>Absent</u>

APPROVED ON FIRST READING during a regular session of the North Bay Village Commission Meeting this 8th day of March 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: Short-Term Vacation Home Rental.



North Bay Village

Administrative Offices

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

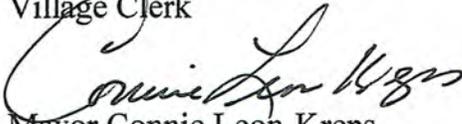
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM

North Bay Village

DATE: March 1, 2016

TO: Yvonne P. Hamilton, CMC
Village Clerk

FROM: 
Mayor Connie Leon-Kreps

SUBJECT: Introduction of Ordinance

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

AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENENDING SUPPLEMENTAL REGULATIONS OF CHAPTER 152 – ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE; CREATING SECTION 152.112 ENTITLED “VACATION RENTAL LICENSE PROGRAM” TO INCLUDE BUT NOT BE LIMITED TO PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR A VACATION RENTAL LICENSE; PROVIDING FOR A VACATION RENTAL REPRESENTATIVE; PROVIDING FOR LOCAL PHONE SERVICE REQUIREMENT; PROVIDING FOR PARKING STANDARDS; PROVIDING FOR SOLID WASTE HANDLING AND CONTAINMENT; PROVIDING FOR THE POSTING OF VACATION RENTAL INFORMATION; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR 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
Eddie Lim

Commissioner
Andreana Jackson

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1335 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR TEMPORARY WAIVER; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

WHEREAS, pursuant to Section 152. of the North Bay Village Code of Ordinances (the “Village Code”), and upon information and belief, Sakura intends to request to North Bay Village for approval of a Special Use Exception to operate a limited commercial parking lot, on a temporary basis in the CG (General Commercial) Zoning District at 1335 Kennedy Causeway; and

WHEREAS, Section 152.098 and Section 152.102 of the Village Code set forth the authority of the Village Commission to consider and act upon a request for a Special Use Exception specified in Section 152.098; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Planning and Zoning Board was noticed for April 5, 2016, at 7:30 P.M. at 1666 Kennedy Causeway, #101, North Bay Village, Florida and the Planning and Zoning Board reviewed this request, conducted a public hearing and recommended approval of the request; and

WHEREAS, in accordance with Section 152.096 of the Village Code, a public hearing by the Village Commission was noticed for April 12, 2016 at 7:30 P.M. at the Village Hall, 1666 Kennedy Causeway, #101, North Bay Village, Florida 33141 and all interested parties have had the opportunity to address their comments to the Village Commission; and

WHEREAS, Section 110.04 of the Village Code requires an applicant to satisfy sums owed and due to the Village by the applicant prior to obtaining a business tax receipt or other license; and

WHEREAS, temporarily waiving the requirement that Sakura has to pay all sums owed and due to the Village prior to receiving a Business Tax Receipt for the purposes of operating a limited commercial parking lot for Bayshore Yacht and Tennis Club residents will alleviate some parking issues created by Bayshore's nonconforming use and is necessary to protect the health, safety, and general welfare of North Bay Village; and

WHEREAS, the Village Commission has reviewed this request, and considered the recommendation of the Planning and Zoning Board and comments from the public, and determined that the proposed use does not substantially affect adversely the subject property or adjacent properties.

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 into this Resolution by this reference.

Section 2. Finding.

1. In accordance with Section 152.098 of the Village Code, the Village Commission finds that the proposed Special Use Exception to operate a limited commercial parking lot, on a temporary basis, at 1335 Kennedy Causeway in the CG (General Commercial) Zoning District will not substantially affect adversely the uses permitted in these regulations of adjacent property.

2. **Section 3. Grant.**

The Special Use Exception request to operate a limited commercial parking lot, on a temporary basis, at 1335 Kennedy Causeway in the CG (General Commercial) Zoning District at 1335 Kennedy Causeway, North Bay Village, Florida is hereby granted with the following conditions:

1. This approval is only valid for 18 months. Commission may grant a renewal if requested by Sakura.
2. This approval will no longer valid once a building permit is issued for construction of any structures on this property.
3. Sakura must request a Business Tax Receipt (BTR) for operation of the proposed commercial parking lot. BTR application shall meet applicable Village standards (subject to the temporary waiver described below) and written agreements shall be provided by applicant for the businesses to whom the parking is being provided. Written agreements must be approved, as to form, by the Village Attorney.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Approval of this special use exception does not in any way create a right on the part of Sakura to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if Sakura fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. All applicable state and federal permits must be obtained before commencement of construction.

Section 5. Appeal.

In accordance with Section 152.104 of the Village Code, Sakura, or any aggrieved property owner, may appeal the decision of the Village Commission by filing a Writ of Certiorari to the Circuit Court of Miami-Dade County, Florida, in accordance with the Florida Rules of Appellate Procedure.

Section 6. Temporary waiver.

Sakura, only for the purposes of operating a limited commercial parking lot for Bayshore Yacht and Tennis Club residents under this Resolution, is hereby temporarily exempted from the requirement of having to pay all sums owed and due to the Village *prior to* receiving a business tax receipt or other license; however, after obtaining a business tax receipt, Sakura must still pay all sums owed and due to the Village and otherwise satisfy all of the requirements under Section 110.04.

Section 7. Effective Date.

This Resolution shall become effective upon its adoption.

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

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 ___ day of April 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: 1335 Kennedy Causeway Development-Special Use Exception for Commercial Parking Lot.



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: April 4, 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, APPROVING A SPECIAL USE EXCEPTION PURSUANT TO SECTION 152.098 OF THE NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A LIMITED COMMERCIAL PARKING LOT AT 1335 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR TEMPORARY WAIVER; 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
Andreana Jackson

Commissioner
Eddie Lim



Strategic Plan

March 2016



Serving Florida Local Governments Since 1988

Introduction

North Bay Village has established a vision for itself to be a sustainable and viable community for its residents, guests and businesses. To carry out this vision, North Bay has adopted a goal of retaining and attracting businesses to its community. This major goal has become the focal point of the Village's 2015-16 Strategic Plan. What will follow in this report will be a depiction of the existing business conditions within the Village, planning strategies and the regulatory framework that governs the zoning and land use activities of the Village.

The resident's preferences for new businesses will be discussed and analyzed, along with understanding the frequency of use of different types of businesses and services. Building on the strengths and weaknesses existing in the Village related to attracting and retaining businesses, strategic plan initiatives, and action items have been recommended. A timeframe for completion of the action items has also been included.

Framework / Vision / Goal / Strategic Plan

The pyramid depicts the planning framework that undergirds the formation of a strategic plan. Every organization performs a mission or purpose. Quality organizations establish a vision which states "what they want to look like in the future to achieve excellence".

North Bay Village envisions itself to be a sustainable, viable, attractive community for its residents, visitors and businesses.

The goal, or goals, are then formulated to achieve the adopted vision. North Bay's strategic plan goal is to: Retain and attract new businesses.

The strategic plan becomes the "how to accomplish" phase of the adopted vision and goal statements. By the means of strategic initiatives and action items being completed progress can be measured objectively in terms of the goals being realized.



Business Conditions

The Village's commercial area is along the Kennedy Causeway. Exhibit 1 - *Existing Land Use & Commercial Buildings Map* identifies the location of businesses within the Village. Over the last few years, the number of businesses have remained at approximately 100. Many of the businesses are in older buildings that need to be modernized or replaced.

Within the last two years, the Village Commission has approved 5 site plans for new mixed-use developments along Kennedy Causeway. In total, those projects contain nearly 50,000 square feet of proposed commercial space (retail, restaurant and office). Several of those projects are in various stages of the permitting process, and when completed, will provide new opportunities for the Village residents and business community.

In examining the frequency of businesses, grouped by NAICS classification, it is clear that the Accommodation and Food Service sector is the dominating business type in North Bay Village. After that, there are five sectors that are fairly equally represented. They are Retail Trade; Health Care and Social Assistance; Professional, Scientific, and Technical Services; Administrative and Support and Waste Management and Remediation Services; and Other Services (except Public Administration). The Other Services category includes businesses in the areas of personal beauty, pet grooming, and religious learning. For more detailed breakdowns, please refer to Exhibit 2 - *North Bay Village Business Inventory* and Exhibit 3 - *Frequency of Business Types*.

The businesses in North Bay are concentrated along Kennedy Causeway and all have direct access to that corridor, although many of the access points could be better designed. With slower speeds, the ingress and egress points could be safer. The proposed beautification of the Causeway would also increase the probability of enticing travelers to patronize the Village businesses. In addition to FDOT's beautification plans, North Bay Village has a beautification fund which has been fortified with bonus height fees collected from developers.

Village infrastructure (sewer, water) is in poor condition. Site plan approvals are nearly always conditional on the agreement of the developer to update the infrastructure necessary for their particular project. This can include new lines and the shared cost of new pump stations. These costs can be considerable and may be a major determining factor in a developer's decision to build in North Bay Village.



Resident Preferences and Needs for Businesses

A resident survey regarding business and service needs in the community was conducted using the Village's website. See Exhibit 4 – *Business Survey*. Although the level of response may not be considered statistically significant, there were some patterns in the responses. There were specific businesses desired, such as casual dining restaurants, grocery stores, and fitness centers. When asked in Question 2 how often they visited the type of business identified in Question 1, over 90% of respondents claimed to visit those businesses daily, 2-4 times per week, or once per week. Thus, from those that responded to the survey, it seems that there is clear demand for casual dining, grocery, and a gym/fitness center.

It should also be noted that these same sentiments were echoed in both the write-in responses to Survey Question 21 and the verbal comments made at the community outreach and P&Z Board meetings.

Additional market support for casual dining, grocery, and a gym is also found in the responses to Questions 3, 4, 5 and 6. In response to the question of how much money they spent each time they visited the business identified in Question 1, over 80% of respondents indicated they spent \$25 to \$199, with over 25% responding that they spent \$100 to \$199 each time. Over 40% of respondents indicated that they currently travel 4 miles or more (one-way) to visit the type of business identified in Question 1; and over 40% indicated that they currently travel more than 2 miles but less than 4 (one-way) to visit the type of business identified in Question 1. Nearly all of the respondents indicated that they would be willing to live within a short distance down the street from the business type indicated in Question 1.

Verbal comments received from public input sessions also revealed a desired list of business types and services.

<u>Businesses Type</u>	<u>NAICS Code</u>
Local emergency/urgent care	621493
Library	519120
Casual restaurants	722513
Banks	522110
Beer garden	722410
Healthy, affordable eating options	722513 & 722511
Health and fitness center	713940
Co-work space	531120
Starbucks	722515
Hair salon	812112
'High-end' grocery store	445110
Automobile mechanic	811111
Veterinarian	541940



Analysis of Future Land Use and Zoning Maps

A Comprehensive Plan Future Land Use Map analysis revealed antiquated land use designations exist in several properties that fronted on the Village's main commercial/mixed use corridor. These properties need to be redesignated to a more flexible commercial/mixed use category. The Zoning Map has two commercial zoning districts, one having unnecessary use restrictions, the other being a general multi-use zoning district. The remedy is to have one unified commercial zoning district for all Commercial Future Land Use properties. Without these map changes, future commercial redevelopment for several properties would be limited in zoning flexibility to accommodate desired new businesses.

Impacts of the Comprehensive Plan

The land use categories in the Village Comprehensive Plan are generally conducive to business location. The Commercial Future Land Use (FLU) category allows mixed-use residential as a permitted use. Allowable multi-family density is relatively high at 70 dwelling units per acre (dua). The floor area ratio (FAR) for the Commercial FLU category is reasonable at 2.75, but with high-rise buildings as the likely redevelopment approach, a higher FAR is reasonable.

A more limiting impact from the Comprehensive Plan has to do with FLU Element Policy 2.1.12 that restricts mixed use (residential/commercial) redevelopment along the Causeway.

Changes to the above policy would be appropriate, as the density cap is no longer needed, nor is the geographic restriction, limiting where the mixed use redevelopment can occur along the Causeway. See proposed revisions below:

Policy 2.1.12: In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50 %) of the existing commercial use.
2. There will be no complete substitution of residential for commercial uses in the City's Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%).
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of 2.5 for commercial uses only.
4. Residential conversion or redevelopment of commercially designated FLUM (Future Land Use Map) parcels shall be limited to two locations:

On the south side of the 79th Street Kennedy Causeway, only those commercial properties between Hispanola Avenue and East Treasure Drive may be developed or redeveloped with a residential use. Commercial properties on the north side of the Causeway will be allowed to develop or redevelop as residential use subject to the cap on dwelling units set forth below; and
5. The total number of new dwelling units that can be built within the Commercial Future Land Use category shall not exceed one thousand twenty (1,020) dwelling units.



Policy 2-1.12: In order to further limit future residential uses within the Commercial Future Land Use category, the following restrictions apply:

1. Redevelopment of existing commercial uses will not be allowed unless the new development contains a commercial building square footage equal to at least fifty percent (50%) of the existing commercial use:
2. There will be no complete substitution of residential for commercial uses in the ~~City~~Village's Commercial Future Land Use category. The minimum cumulative total floor area for commercial uses in all areas designated for the Commercial Future Land Use category is twenty-five percent (25%):
3. The Commercial Future Land Use Category will have a maximum FAR (floor area ratio) of ~~3.5~~ for commercial uses only:
4. ~~Residential conversion or redevelopment of commercially designated FLUM (Future Land Use Map) parcels shall be limited to two locations:~~

~~On the south side of the 70th Street-Kennedy Causeway, only those commercial properties between Hispanola Avenue and East Treasure Drive may be developed or redeveloped with a residential use. Commercial properties on the north side of the Causeway will be allowed to develop or redevelop as residential use subject to the cap on dwelling units set forth below, and~~
5. ~~The total number of new dwelling units that can be built within the Commercial Future Land Use category shall not exceed one thousand twenty (1,020) dwelling units.~~

Impacts of the Land Use Regulations

In reviewing the Village's Land Development Regulations (LDRs), they are confusing and in some places, contradictory. There are two zoning chapters with sometimes parallel, and otherwise contradictory, regulations. This can be difficult to interpret for anyone trying to develop in the Village. There have also been specific complaints about the inflexibility of the current sign regulations. The current zoning regulations also contain a Limited Commercial Zoning District that is very restrictive in terms of allowable uses. It would be more beneficial to eliminate this zoning district and have one Commercial General District that also emphasizes incentives for creation of baywalk public areas with mixed use developments. Although it is a massive undertaking, the remedy is to consolidate the LDRs into one clear and user-friendly code.



Additional Challenges that Impact Business Retention and Development

The Village is more of a throughway than an attraction, with the majority of Kennedy Causeway users going to or from Miami Beach, rather than driving to the Village as a destination. This is an impediment to businesses locating in the Village as they fear no one will get off the Causeway to purchase their goods or services.

Also, the Village has no architectural theme and no gateway entry areas that promote it as a distinctive community or destination. Business leaders in the community emphasize the importance of being known as a positive and attractive community.

The Causeway, as it now exists, is not a “walkable” environment. In most places, street lanes are contiguous to the narrow sidewalks. Crossing the Causeway is difficult and dangerous. There are a limited number of crosswalks and the medians are narrow, with less than adequate refuge for pedestrians. And unfortunately, the effort to increase vehicular safety by lengthening curb cuts has an inverse relationship to pedestrian safety. Longer curb cuts allow vehicles to make faster turns into parking lots and increase the distance that pedestrians and bicyclists must traverse before reaching the relative safety of the next raised curb.



Strategic Plan Initiatives and Action Items

Goal: Retain and attract new businesses	
Initiative: Increase the image of North Bay Village	
Champion: Village Manager	
Stakeholders: Village Staff, Village Council, Developers, Landowners, Residents, Business Owners	
Desired Outcome: The Village gains recognition as a favorable location for residents and businesses.	
Action Items:	Estimated Completion Date
<i>Hire marketing consultant to better identify the Village.</i> Village officials have determined that the Village would benefit from hiring a firm to better solidify the identity of the Village, in order to raise awareness of the Village to businesses, potential new residents and visitors. A concentrated marketing effort would be conducted, establishing the Village as a destination community, rather than a throughway to Miami Beach. If possible, a “branding” effort would be conducted to best identify North Bay Village.	November 2016
<i>Redesign the Village website.</i> The Village website will need to be redesigned to be more user friendly and to present clear identifiable themes and images of the community. This effort should be merged with the work done by the Village’s marketing consultant.	December 2016
<i>Establish gateways entering and exiting the Causeway.</i> The Village currently has 40,000 vehicles passing through State Road 934/Kennedy Causeway on a daily basis. The two-mile strip has a median separation with minimal landscaping. Currently, there is minimal gateway effect. A “gateway” landscaped area with attractive signage at both the entry and exit points must be created to add to a sense of “place” to North Bay Village’s section of the Causeway.	February 2017
<i>Design and develop a linear baywalk park on Biscayne Bay waterfront.</i> As an ongoing effort to revitalize the commercial corridor and provide public access to the waterfront, the Village is preparing plans for a 3,400 foot linear boardwalk/ baywalk overlooking Biscayne Bay and adjacent to the Kennedy Causeway. Also, a baywalk plaza area is being designed as an entrance to the area and accessible from the Causeway. This will be in addition to the baywalk access easements that will continue to be required of all new developments fronting on Biscayne Bay.	March 2018



Goal: Retain and attract new businesses	
Initiative: Amend the Village's regulations to make the community more desirable for businesses	
Champion: Village Planner	
Stakeholders: Village Staff, Village Council, Developers, Business Development Advisory Board, Landowners, Residents, Business Owners	
Desired Outcome: The Village encounters growth in business and development through clear regulations and creative incentives	
Action Items:	Estimated Completion Date
<i>Amend Comprehensive Plan (Plan) map and text to attract more commercial/ residential mixed use.</i> According to the current Future Land Use Map, several properties fronting the Causeway are not designated appropriately for flexible mixed-use redevelopment. By redesignating them as Commercial Future Land Use (which currently allows mixed use), there would be more potential for mixed-use redevelopment than currently exists.	September 2016
<i>Attract desirable mixed use development through revisions to the Comprehensive Plan.</i> There are mixed-use density caps currently in the Plan that are unnecessary and too restrictive to attract redevelopment. This policy should be deleted. Also, the policy which prohibits mixed-use development on the south side of the Causeway and west of Hispanola Avenue should be removed.	September 2016
<i>Unify and simplify Land Development Regulations (LDRs), emphasizing a "walkable" community</i> The Village's current LDRs are somewhat confusing, and in some instances, conflicting. To create a more user friendly code, parallel regulations will be merged and conflicts eliminated.	January 2017
<i>Bring LDRs up to date to meet developers' needs and encourage commercial development which meets the needs of residents.</i> The Village LDRs are being reviewed by the Business Development Advisory Board to ensure that the regulations are not unnecessarily cumbersome for businesses.	January 2017
<i>Adopt urban design oriented sign regulations</i> The existing sign regulations are disjointed and are outdated. A sign committee has been created with the goal of creating a design-oriented code that will allow attractive but non-obtrusive signage.	March 2017



Goal: Retain and attract new businesses	
Initiative: Increase efforts to retain and recruit businesses to the Village	
Champion: Village Manager	
Stakeholders: Village Staff, Village Council, Business Development Advisory Board, Developers, Landowners, Residents, Business Owners, Chamber of Commerce	
Desired Outcome: Increase the number of businesses and assist job creation, thereby making North Bay Village a desirable live-work community and a more business friendly environment.	
Action Items:	Estimated Completion Date
<i>Conduct business fair for existing businesses</i> Often, in redevelopment efforts, existing businesses are ignored and not thought of as seriously as the recruiting of new businesses. However, business expansion has the potential to create as many or more jobs than business start-ups. With this in mind, a business fair would allow existing businesses the opportunity to explain their specific business endeavors to residents and to recruit a local work force.	December 2016
<i>Perform a market study showing demand potential for desired businesses and services</i> The online survey for the Village conducted in December must be expanded upon in a detailed market study. This study would further gauge the potential market of business types and spending potential of customers. It would also use additional economic data points to develop realistic recommendations that will assist in the growth of businesses in North Bay Village.	February 2017
<i>Foster relationships with the real estate community, developers, and citizens through the Business Development Advisory Board to create ambassadors who will promote the Village.</i> The Business Development Advisory Board can represent the needs of the businesses to the local government officials.	Ongoing



Goal: Retain and attract new businesses	
Initiative: Improve infrastructure to meet the future needs of the Village	
Champion: Village Public Works Director	
Stakeholders: Village Staff, Village Council, Developers, Landowners, Residents, Business Owners	
Desired Outcome: Deficient infrastructure is upgraded to support increase in residential and commercial development.	
Action Items:	Estimated Completion Date
<p><i>Florida Department of Transportation (FDOT) road improvements to Kennedy Causeway.</i></p> <p>The FDOT road improvements for the Causeway will narrow the driving lanes, create a bicycle lane, improve signalized pedestrian crossings, and upgrade pedestrian curb ramps. These improvements will help to slow down the traffic to 35mph, create a more walkable community, and create a more attraction oriented environment, which is positive for Village businesses.</p>	December 2016
<p><i>Replacement and repair of deficient water lines, and replacement of water meter and water service connections.</i></p> <p>Although capacity is not an issue for providing water to Village residents and businesses, the existing water lines are old and must be repaired or replaced, as well as the water meters and service connections. These improvements benefit existing businesses wishing to expand and potential businesses desiring to locate in the Village.</p>	February 2017
<p><i>Rehabilitate and replace existing sewer lines and replace wastewater pumps and control systems.</i></p> <p>Sewer capacity is available for new residents and businesses in the Village but the collection system is old. The pumps, lines, and manholes are in need of repair and/or replacement.</p>	January 2018



Infrastructure Capital Improvements:

Name: Water Transmission & Distribution Project		AMOUNT		3,459,923			
DESCRIPTION:							
Project DW13040: Repair and replacement of deficient water distribution piping and system components based on water losses identified as part of a water leak analysis. Will improve system performance, minimize water system losses, reduce loss of Village revenue, address public health risk components, establish design parameters for the facilities improvement.							
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:							
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.							
FUNDING SOURCES:							
	Prior Years	2016	2017	2018	2019	2020	
Balance Forward	0	0	0	0	0	0	0
State Revolving Loan Fund	0	3,459,923	0	0	0	0	0
TOTAL	0	3,459,923	0	0	0	0	0
APPROPRIATION / COST CENTER							
Design	0	240,000	0	0	0	0	0
Construction	0	3,219,923	0	0	0	0	0
TOTAL	0	3,459,923	0	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0	0

Name: Water Meter and Service Line Replacement		AMOUNT		2,540,000			
DESCRIPTION:							
Project DW13042: Replace the Village's water meter and water service connections. The project includes replacing all 603 water meters and associated water service connections. All new meters are proposed to be AMR devices.							
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:							
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.							
FUNDING SOURCES:							
	Prior Years	2016	2017	2018	2019	2020	
Balance Forward	0	0	0	0	0	0	0
State Revolving Loan Fund	0	2,540,000	0	0	0	0	0
TOTAL	0	2,540,000	0	0	0	0	0
APPROPRIATION / COST CENTER							
Design	0	240,000	0	0	0	0	0
Construction	0	2,300,000	0	0	0	0	0
TOTAL	0	2,540,000	0	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0	0



Name: Lift Station		AMOUNT		900,000		
DESCRIPTION:						
The Village's wastewater collection system consists of approximately 30,000 feet of sanitary sewers, 170 manholes, three local pump stations, one master pump station, and approximately 14,000 feet of force mains. Based on the Village's sanitary sewer collection system, the age and condition of the pumps and control panels, we are replacing several of the Village's wastewater pumps, control panels, and generator systems.						
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:						
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.						
FUNDING SOURCES:						
	Prior Years	2016	2017	2018	2019	2020
Balance Forward	0	0	0	0	0	0
State Revolving Loan Fund	0	900,000	0	0	0	0
	0	0	0	0	0	0
TOTAL	0	900,000	0	0	0	0
TOTAL						
Equipment	0	900,000	0	0	0	0
TOTAL	0	900,000	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0

Name: Sanitary Sewer Project		AMOUNT		3,500,000		
DESCRIPTION:						
Project DW13041: Evaluation of approximately 116,400 linear feet of the existing sewer system by televising the sewer mains and cleaning of 34,100 linear feet consists of repairing and replacing segments of sanitary sewer piping through sanitary sewer lining, point repairs, lateral replacement, and grouting based on evaluation of field investigations as well as replacing wastewater pumps and control systems. Completion of this rehabilitation plan will address inflow and infiltration issues to improve system performance and greatly reduce the public health risks, environmental impacts, and groundwater contamination associated with a deficient sanitary sewer system.						
IMPACT OF CAPITAL IMPROVEMENTS ON GENERAL FUND OPERATING BUDGET:						
There is no effect on the General Fund Operating Budget because the funding source for this project derives from State of Florida Revolving Loan Program.						
FUNDING SOURCES:						
	Prior Years	2016	2017	2018	2019	2020
Balance Forward	0	0	0	0	0	0
State Revolving Loan Fund	0	3,500,000	0	0	0	0
TOTAL	0	3,500,000	0	0	0	0
APPROPRIATION / COST CENTER						
Phase 1: Facilities Plan	0	100,000	0	0	0	0
Phase 2: Development of Specifications and Biddable Docs	0	160,000	0	0	0	0
Construction	0	3,240,000			0	
TOTAL	0	3,500,000	0	0	0	0
PROJECT BALANCE	0	0	0	0	0	0



Exhibit 1:

Existing Land Use & Commercial Buildings Map

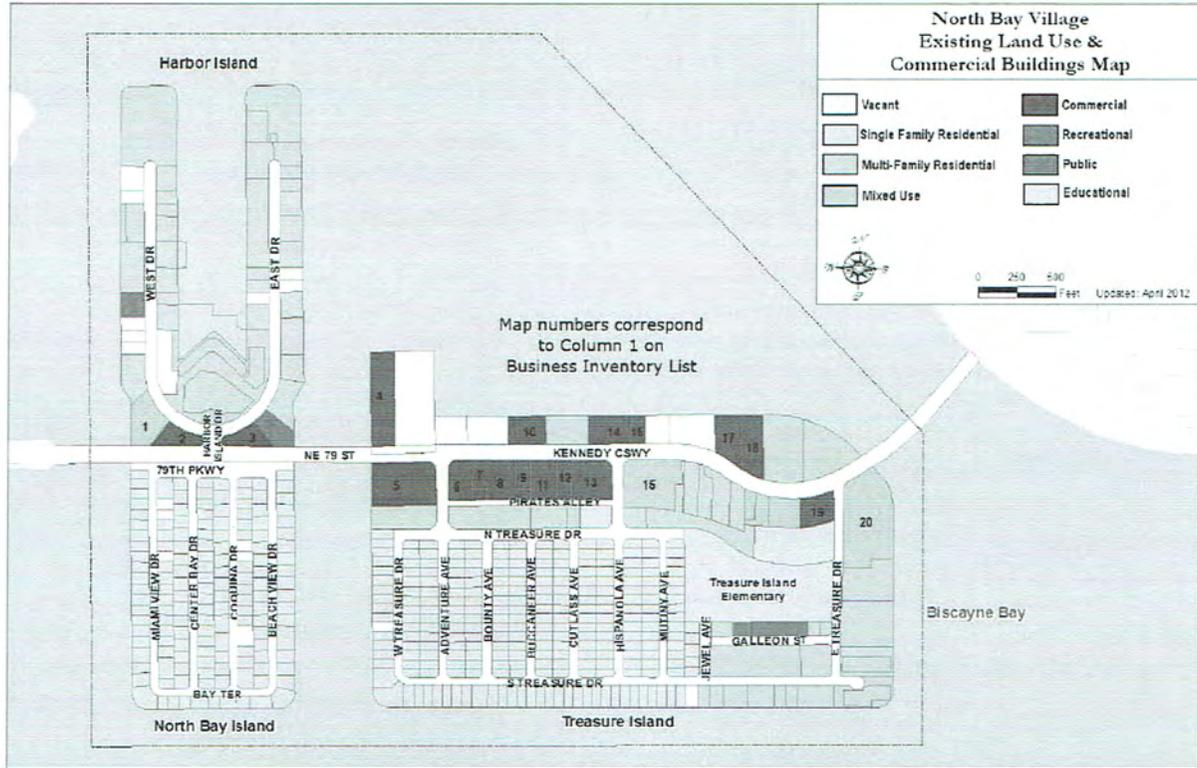


Exhibit 2:

North Bay Village Business Inventory

Map #	NAME	TYPE	NAICS	Age of Structure
1	Captain Joe Boat Rentals	Boat/Jet Ski Rental	5322	
1	Bayshore Yacht & Tennis Club	Marina	7139	
1	Lore's Hairstyling	Beauty Salon	8121	
1	Magic Grooming	Pet Grooming	8129	
1	Ummah of Miami, Inc.	Learning & Meditation Center	8131	
1	Island Market, Inc.	Beer/ Wine – off premises	4451	
2	Recently Closed Restaurant			
3	Shell Gas Station	Gas Station/Convenience Store	4471	1968
3	Shell Gas Station	Deli	7225	1968
4	Sunbeam Television Corporation: WSVN 7	Broadcasting - Television	5151	1956
5	Japanese Market	Japanese Market	4451	1957
5	Joshua Furman, M.D.	Medical Office	6211	1957
5	Hollywood School of Beauty Careers	Beauty School	6115	1957
5	Grow by the Bay Day Care	Day Care	6244	1957
5	Bravo Health Care Center	Medical Office	6211	1957
5	Principal Realtors, Inc.	Real Estate Office	5312	1957
5	Bay Village Rehab Center	Physical Rehab/Massage Therapy	6213	1957
5	Institute of Structural Integration	Structural Integration Body Works	6115	1957
5	Fraternity & Love Spiritist Center	Religious Study Center	8131	1957
5	Free Port Enterprises, Inc.	Wholesale Dealer	4234	1957
5	American Herbal Products	Vitamin Wholesaler	4242	1957
5	Grove by the Bay, Ltd.	Property Management	5313	1957
5	Rueckert Pharmaceutical	Office for Vitamin Manufacturing	5611	1957
5	Dr. Roberto Sanchez	Mental Health Counselor	6211	1957
5	E&R International Seafood	Seafood Broker	4244	1957
5	DMX Export, LLC	Import/Export of computer parts	4234	1957
5	Welt Electronics.	Import & Export Electronics	4236	1957
5	Mell's Home Health Services, LLC	Home Health Office	6216	1957
5	Centro Cristiano Ebenezer	Religious Assembly – Bible Classes	8131	1957
5	Logan Corporation	Administrative & Sales Office	5611	1957
5	Rico's Sandwich Café, Inc.	Cafeteria 13 Seats	7225	1957
5	YNKY Corportion	Export – Medical Supplies/Software	4234	1957



6	Speedway	Gas Station/Convenience Store	4471	2002
6	Godfather's Pizza / Speedway	Restaurant – 16 Chairs	7225	2002
7	Siam Bayshore Restaurant	Japanese/ Thai Food	7225	1968
8	Public Storage, Inc.	Storage	4931	2000
8	XOXO Dry Cleaners	Dry Cleaner	8123	2000
9	Gol TV, Inc.	TV Soccer Channel - Cable	5152	1978
10	Recently Closed Restaurant			
11	Presidente	Supermarket	4451	1961
11	SMHD, LLC	Money Transfer	5223	1961
12	Treasure Island Pharmacy	Pharmacy	4461	1965
13	Jason M. Wandner, PA	Attorney	5411	1971
13	Vacation USA Tours	Travel Bureau	5615	1971
13	Oggi Restaurant	Italian Restaurant	7225	1971
13	The Cutting Room	Beauty Salon	8121	1971
13	Affordable Digital Systems	Title Company	5411	1971
13	William Duba	Mental Health Counselor	6211	1971
13	Title Company of Florida, LLC	Title Company	5411	1971
13	Monarch Electronics, Inc.	Technology Sales Office	5611	1971
13	Comfort Technology Systems	Sale of Technology Systems	5611	1971
13	AG Contractors	Contractor	2361	1971
13	Jeffrey S. Hersh, P.A.	Attorney	5411	1971
13	Tec Imaging Systems	Xerox Sales Agency	4234	1971
13	Golden K Media	Media Advertising Agency	5418	1971
13	Tradelink Technologies	Supply Chain Technology	5416	1971
13	Landmark Construction	General Contractor	2361	1971
13	Landmark Deve opment Corp	Real Estate Developer	2372	1971
13	The Ackerman Group, LLC	Agent – Security Investigations	5616	1971
13	Z Media, Inc.	Advertising Media Sales	5418	1971
13	"Bugs" Burger Bug Killer	Pest Control	5617	1971
13	Digital Drew Designs	Web Design	5415	1971
13	Sherlock Technology Staffing	Staffing Employment Agency	5613	1971
13	Causeway Tower, LLC	Property Management	5313	1971
13	Maria A. Lucchesi, PH.D.	Psychological Services	6211	1971
14	Benihana of Tokyo Steak House	Restaurant	7225	1972



15	D'Bella Pizza & Pasta	Pizzeria	7225	
15	Julie's Realty, LLC	Real Estate Office	5312	
15	U.S. Contract Post Office	Postal & Shipping Services	4889	
15	Water & Sewer Services	Water Services/Customer Service	9261	
16	Atlantic Broadband	Cable Television	5171	1961
17	Shuckers	Lounge	7224	1971
17	Shuckers Dockside Grill	Seafood Restaurant – 100 Seats	7225	1971
18	Best Western on the Bay	Marina	7139	1967
18	Best Western Inn on the Bay	Hotel/Motel	7211	1967
19	Happy Stork Lounge	Lounge	7224	1948
19	Phones and Mcre, Inc.	Metro PCS service	5172	1948
19	Sabor of Latin America	Restaurant – 40 Seats	7225	1948
19	Yepara, Inc.	Restaurant – 15 seats	7225	1948
19	Sunshine Groceries	Groceries	4451	1948
19	Pizza D'Light	Pizzeria/ Restaurant	7225	1948
20	Beauty Expressions	Beauty Salon	8121	
20	Grandview Palace	Marina	7139	
20	Epy Café	Cafeteria	7225	
20	Grandview Fuel, LLC	Merchant Fuel	4471	
20	DBA Bay Mini Market	Convenience Store / Deli	4451	
20	Four Season's Clothing Alterations	Tailor	8114	
20	Edith Designs Boutique	Clothing Design	4481	
20	Pyramid Accounting Services, Inc.	Accounting Services	5412	
20	La Via Services, Corp.	International Shipping	4889	
20	JCP Accounting and Tax Services, LLC	Bookkeeping and Tax Services	5412	
20	Y Jeski, LLC	Administrative office	5611	
20	Tasca Casa Pepe	Restaurant	7225	
20	Miami Beach Office Shipping & Package, LLC	Merchant	4889	
20	Maritza Montano	Mental Health Counselor	6211	
20	Limar Realty, LLC	Real Estate Brokerage	5312	
20	Capitol Realtors, Inc.	Real Estate Transactions	5312	
20	Wags to Wishes Doggie Daycare	Pet Grooming/Kennel	8129	
20	Melissa's Shoes and Fashion	Merchant	4481	
20	Jarka	Gym	7139	



Exhibit 3:

Frequency of Business Types

NAICS Code	Industry Title	Frequency
72	Accommodation and Food Services	16
44-45	Retail Trade	11
62	Health Care and Social Assistance	11
81	Other Services (except Public Administration)	11
54	Professional, Scientific, and Technical Services	10
56	Administrative and Support and Waste Management and Remediation Services	10
53	Real Estate Rental and Leasing	8
42	Wholesale Trade	7
71	Arts, Entertainment, and Recreation	6
48-49	Transportation and Warehousing	5
51	Information	4
23	Construction	3
61	Educational Services	3
52	Finance and Insurance	1
92	Public Administration	1
11	Agriculture, Forestry, Fishing and Hunting	0
21	Mining	0
22	Utilities	0
31-33	Manufacturing	0
55	Management of Companies and Enterprises	0



Exhibit 4:

Business Survey

Thank you for your assistance in completing the following survey. North Bay Village received a grant from the Florida Department of Economic Opportunity, which is to be used for comprehensive planning and business development. The purpose of this survey is to gather data regarding business and service needs in North Bay Village. The collected data will be analyzed to develop a strategic plan for retaining and attracting the types of businesses and services desired by the residents. The survey is divided into four sections. The first three sections are very similar but the intent is to gather useful information regarding your habits and personal preferences for several business types of your choosing. Your responses are anonymous and the entire survey should take no more than 5 minutes of your time.

PLEASE CIRCLE YOUR RESPONSES BELOW

- 1) Which, if any, of the following types of businesses do you most strongly feel are needed in North Bay Village? Choose one:
- Apparel and shoes
 - Bars, lounges, pubs, craft breweries
 - Books and music
 - Convenience store
 - Department store merchandise
 - Fast food restaurants
 - Casual dining restaurants
 - Fine dining restaurants
 - Furniture and home furnishings
 - Grocery
 - Hardware and garden supply
 - Jewelry
 - Pharmacy/drugstore
 - Specialty food and beverage
 - Sporting goods, hobbies
 - Gym or fitness center
 - None of the above (please skip to question 19)
- 2) For the business you identified in Question 1, how often do you usually shop or visit?
- Daily
 - 2-4 times per week
 - Once per week
 - 2 times per month
 - Once per month
 - Never
 - Don't know
- 3) For the business you identified in Question 1, how much do you usually spend each time you shop or visit these types of businesses?
- Less than \$25
 - \$25 to \$49
 - \$50 to \$99
 - \$100 to \$199
 - \$200 to \$299
 - \$300 to \$399
 - \$400 to \$499
 - \$500 or more
 - Don't know



4) How far do you usually travel (one way) when you shop or visit the type of business you identified in Question 1?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

5) How far are you willing to travel (one way) when you shop or visit the type of business you identified in Question 1?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

6) How close are you willing to live near the type of business you identified in Question 1?
Choose all answers that apply.

- Next door
- Across the street
- Behind the business
- Short distance down the street
- Would rather not live anywhere near it

7) In addition to your response to question 1, which, if any, of the following types of businesses do you also feel are needed in North Bay Village? Choose one:

- Apparel and shoes
- Bars, lounges, pubs, craft breweries
- Books and music
- Convenience store
- Department store merchandise
- Fast food restaurants
- Casual dining restaurants
- Fine dining restaurants
- Furniture and home furnishings
- Grocery
- Hardware and garden supply
- Jewelry
- Pharmacy/drugstore
- Specialty food and beverage
- Sporting goods, hobbies
- Gym or fitness center
- None of the above (please skip to question 19)

8) For the business you identified in Question 7, how often do you usually shop or visit?

- Daily
- 2-4 times per week
- Once per week
- 2 times per month
- Once per month
- Never
- Don't know



9) For the business you identified in Question 7, how much do you usually spend each time you shop or visit these types of businesses?

- Less than \$25
- \$25 to \$49
- \$50 to \$99
- \$100 to \$199
- \$200 to \$299
- \$300 to \$399
- \$400 to \$499
- \$500 or more
- Don't know

10) How far do you usually travel (one way) when you shop or visit the type of business you identified in Question 7?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

11) How far are you willing to travel (one way) when you shop or visit the type of business you identified in Question 7?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

12) How close are you willing to live near the type of business you identified in Question 7? Choose all answers that apply.

- Next door
- Across the street
- Behind the business
- Short distance down the street
- Would rather not live anywhere near it

13) Finally, is there one other type of business that you also feel is needed in North Bay Village? Choose one:

- Apparel and shoes
- Bars, lounges, pubs, craft breweries
- Books and music
- Convenience store
- Department store merchandise
- Fast food restaurants
- Casual dining restaurants
- Fine dining restaurants
- Furniture and home furnishings
- Grocery
- Hardware and garden supply
- Jewelry
- Pharmacy/drugstore
- Specialty food and beverage
- Sporting goods, hobbies
- Gym or fitness center
- None of the above (please skip to question 19)



14) For the business you identified in Question 13, how often do you usually shop or visit?

- Daily
- 2-4 times per week
- Once per week
- 2 times per month
- Once per month
- Never
- Don't know

15) For the business you identified in Question 13, how much do you usually spend each time you shop or visit these types of businesses?

- Less than \$25
- \$25 to \$49
- \$50 to \$99
- \$100 to \$199
- \$200 to \$299
- \$300 to \$399
- \$400 to \$499
- \$500 or more
- Don't know

16) How far do you usually travel (one way) when you shop or visit the type of business you identified in Question 13?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

17) How far are you willing to travel (one way) when you shop or visit the type of business you identified in Question 13?

- One mile or less
- More than 1 but less than 2 miles
- More than 2 but less than 4 miles
- 4 miles or more
- Don't know

18) How close are you willing to live near the type of business you identified in Question 13? Choose all answers that apply.

- Next door
- Across the street
- Behind the business
- Short distance down the street
- Would rather not live anywhere near it

19) Do you agree that retail services are adequate within the Village to serve the present population?

- Strongly agree
- Agree
- No opinion
- Disagree
- Strongly disagree



20) Which of these business types would you feel comfortable walking to? Choose as many as you like:

- Apparel and shoes
- Bars, lounges, pubs, craft breweries
- Books and music
- Convenience store
- Department store merchandise
- Fast food restaurants
- Casual dining restaurants
- Fine dining restaurants
- Furniture and home furnishings
- Grocery
- Hardware and garden supply
- Jewelry
- Pharmacy/drugstore
- Specialty food and beverage
- Sporting goods, hobbies
- Gym or fitness center
- Other (please specify)

21) Is there any other business type that you feel is needed in North Bay Village? Please write your response in below.





Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hartman, Chair
Dr. Dorothy Bendross-Mindingall, Vice Chair
Susie V. Castillo
Dr. Lawrence S. Feldman
Dr. Wilbert "Tee" Holloway
Dr. Martin Karp
Lubby Navarro
Raquel A. Regalado
Dr. Marta Pérez Wurtz

February 23, 2016

The Honorable Connie Leon-Kreps, Mayor
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

15B

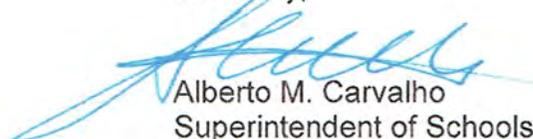
Dear Mayor Leon-Kreps:

Miami-Dade County Public Schools (M-DCPS) consistently works with local governments to ensure that high quality educational programs are available for all Miami-Dade County citizens with a clear focus on our community's children and their future. To maximize these partnerships, the school district has developed education compacts. The first compact was formalized in 2005 with the City of Miami. Today, there are a total of 19 compacts spanning from Homestead/Florida City to the City of Miami Gardens as well as a compact with Miami-Dade County, effectively bringing the spirit of collaboration on behalf of public education to all corners of our community.

Each of these compacts has been developed in its own unique way for different reasons, but a common element is prioritizing education within each community through the establishment of a process of coordinating input to advocate on behalf of our children. Compacts typically leverage resources to address student achievement, parental involvement, capital project efficiencies, and legislative advocacy. Some of our key compact successes include capital projects, grant/program development, increased parent involvement as well as increased community involvement. Electronic copies of all of current municipal education compacts can be found on our website at <http://intergovaffairs.dadeschools.net/localeducationcompacts.asp>.

If your municipality is interested in entering into an education compact with M-DCPS, please contact Ms. Iraida R. Mendez-Cartaya, Associate Superintendent, Intergovernmental Affairs, Grants Administration and Community Engagement, at 305-995-1497 or imendez@dadeschools.net.

Sincerely,



Alberto M. Carvalho
Superintendent of Schools

AMC:mo
L600

cc: Ms. Iraida R. Mendez-Cartaya

*School Board Administration Building • 1450 N.E. 2nd Avenue • Miami, Florida 33132
305-995-1000 • www.dadeschools.net*

Yvonne Hamilton

From: Jones-oneal, Andrea M. <AMJones@dadeschools.net>
Sent: Thursday, March 17, 2016 5:10 PM
To: Yvonne Hamilton; Mendez-cartaya, Iraida R.
Subject: RE: TIES IB PROGRAM GRANT AGREEMENT

Good Afternoon Ms. Hamilton,
Per your request, below is a list of municipalities who have joined the compact.

Coral Gables
Cutler Bay
Doral
Hialeah
Hialeah Gardens
Homestead/Florida City
Key Biscayne
Miami
Miami Beach
Miami-Dade County
Miami Gardens
Miami Lakes
Miami Springs
North Miami
Opa-Locka
Palmetto Bay
Pinecrest
Sweetwater

Andrea M. Jones-O'Neal

Intergovernmental Affairs, Grants Administration, and
Community Engagement

1450 N. E. 2 Ave., Suite 931, Miami, FL 33132

Office: 305-995-2532, Fax: 305-995-3088

amjones@dadeschools.net

From: Yvonne Hamilton [<mailto:yvonne.hamilton@nbvillage.com>]
Sent: Wednesday, March 16, 2016 4:26 PM
To: Jones-oneal, Andrea M.; Mendez-cartaya, Iraida R.
Subject: RE: TIES IB PROGRAM GRANT AGREEMENT

Good afternoon:

Can you please provide me with a list of some of the municipalities that have joined the compact.



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

16A

OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING

VILLAGE HALL

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

TUESDAY, MARCH 22, 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 Alvin Blake led the Pledge of Allegiance.

ROLL CALL

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

Vice Mayor Jorge Gonzalez made a motion to excuse Commissioner Eddie Lim, who was absent due to illness. Commissioner Andreana Jackson seconded the motion, and all voted in favor.

Also Present:

Village Manager Frank K. Rollason
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

All individuals who indicated that they would provide testimony were sworn in by the Village Attorney, Robert L. Switkes.

2. ORDINANCES FOR SECOND READING – PUBLIC HEARING

- A. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA, AMENDING SUPPLEMENTAL REGULATIONS OF CHAPTER 152 – ZONING, OF THE CODE OF ORDINANCES OF NORTH BAY VILLAGE; CREATING SECTION 152.112 ENTITLED “VACATION RENTAL LICENSE PROGRAM” TO INCLUDE BUT NOT BE LIMITED TO PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR A VACATION RENTAL LICENSE; PROVIDING FOR A VACATION RENTAL REPRESENTATIVE; PROVIDING FOR LOCAL PHONE SERVICE REQUIREMENT; PROVIDING -FOR PARKING STANDARDS; PROVIDING FOR SOLID WASTE HANDLING AND CONTAINMENT; PROVIDING FOR THE POSTING OF VACATION RENTAL INFORMATION; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY MAYOR CONNIE LEON-KREPS-FIRST READING)**

The Village Clerk read the Ordinance by title.

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

The Mayor opened the Public Hearing.

Alvin Blake, of 7601 Coquina Drive, and Mary Kramer, of 7610 Coquina Drive, addressed the Commission.

The Mayor closed the Public Hearing.

Vice Mayor Jorge Gonzalez stated for the record that he was always in favor of the Vacation Rental Ordinance. However, he wanted to ensure that any regulations adopted were legally sound.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Richard Chervony, Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Mayor Connie Leon-Kreps all voting Yes. Commissioner Eddie Lim was absent.

- 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-SECOND READING)**

The Village Clerk read the Ordinance by title.

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

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

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes. Commissioner Eddie Lim was absent.

- C. 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-SECOND READING)**

The Village Clerk read the Ordinance by title.

Commissioner Richard Chervony made a motion to approve the Ordinance, and Commissioner Andreana Jackson seconded the motion.

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

The Mayor opened the Public Hearing. There being no speakers, she closed the Public Hearing.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

- D. 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-SECOND READING)**

The Village Clerk read the Ordinance by title.

Commissioner Andreana Jackson made a brief presentation on the item.

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

The Mayor opened the Public Hearing.

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

The Mayor closed the Public Hearing.

The motion was adopted by a 4-0 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes.

3. RESOLUTIONS: PUBLIC HEARING REQUESTS:

- A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EXTENSION OF A SPECIAL USE EXCEPTION GRANTED TO ISLE OF DREAMS, LLC UNDER RESOLUTION 2014-16 IN CONNECTION WITH THE DEVELOPMENT OF A 237 UNIT, 32 STORY MIXED USE COMMERCIAL STRUCTURE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT, AT 1415 KENNEDY CAUSEWAY; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

- B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN EXTENSION OF A SPECIAL USE EXCEPTION GRANTED TO ISLE OF DREAMS, LLC UNDER RESOLUTION 2014-17 FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MIXED USE COMMERCIAL STRUCTURE UNDER THE BAYVIEW OVERLAY STANDARDS, PURSUANT TO SECTION 152.032(A)(3) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

- C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF A SITE PLAN GRANTED TO ISLE OF DREAMS, LLC UNDER RESOLUTION 2014-18 FOR DEVELOPMENT OF A 237 UNIT, 32 STORY MULTI-FAMILY CONDOMINIUM STRUCTURE AT 1415 KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FLORIDA; SETTING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Planner, Jim LaRue, of LaRue Planning & Management Services, Inc., presented the Staff Report recommending approval of the requests (Items 3A, 3B, and 3C).

Mr. Matthew Amster, of Bercow Radell & Fernandez, of 200 South Biscayne Boulevard, Suite 850, Miami, FL 33131, addressed the Commission on behalf of the applicant.

The developer of the project, Mr. Scott Greenwald, confirmed that the extensions being requested are for the original plans that were already approved by the Village.

The Village Manager, Mr. Frank K. Rollason, clarified that no impact fees for this project have been paid to the Village.

The Mayor closed the Public Hearing.

Commissioner Richard Chervony made a motion to approve Resolutions. Vice Mayor Jorge Gonzalez seconded the motion, which was adopted by a vote of 4-0. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes. Commissioner Eddie Lim was absent.

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A REQUEST BY BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION FOR SITE PLAN APPROVAL, PURSUANT TO SECTION 152.105(C)(9) OF THE NORTH BAY VILLAGE CODE OF ORDINANCES, TO CONSTRUCT A PARKING LOT AT 7904 WEST DRIVE, HARBOR ISLAND, NORTH BAY VILLAGE, FLORIDA; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATION OF CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The Village Clerk read the Resolution by title.

The Village Planner, Mr. Jim LaRue, presented the Staff Report recommending approval of the request with the following conditions being met prior to the issuance of a Building Permit:

- 1) Conversion of at least one standard parking space to a handicap accessible parking space.
- 2) Light poles shall be no taller than 20 feet, as per North Bay Village Code Section 155.22(3).
- 3) Submittal of an irrigation plan which meets Miami-Dade Chapter 18A requirements.

4) Parking spaces shall be made available only to residents of the Bayshore Yacht and Tennis Club and their guests.

5) Verification by Village Attorney that there are no remaining outstanding legal considerations regarding the proposed vehicular access way through the existing commercial bays.

6) Payment of any applicable impact fees.

7) Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit or certificate of occupancy shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.

8) Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.

9) Approval of this site plan does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that result in a violation of federal or state law.

10) All applicable state and federal permits must be obtained before commencement of construction.

Juan Berry, Architect for the Project, addressed the Commission.

The Mayor opened the Public Hearing.

Maria Garcia, of 7904 West Drive, counsel for the applicant, Michael Hyman, and Gary Aboff, of 7501 E. Treasure Drive, addressed the Commission in favor of the request.

Al Coletta, property owner at 7904 West Drive and owner of the parking lot leased by Bayshore Yacht & Tennis Club and his attorney, Ronald J. Israel, addressed the Commission in opposition to the request.

Juan Berry accepted the conditions of approval set forth herein on behalf of the applicant, Bayshore Yacht & Tennis Club.

Mary Kramer, of 7610 Coquina Drive, inquired of the Village Attorney as to whether the Village could become a potential complainant in the litigation between Al Coletta and Bayshore Yacht & Tennis Club.

The Village Attorney explained that the matter before the Village Commission is whether or not the request meets the Village's zoning requirements.

Vice Mayor Jorge Gonzalez made a motion to approve the request to construct the parking lot with the conditions set forth above. Commissioner Richard Chervony seconded the motion, which was adopted by a 3-1 roll call vote. The vote was as follows: Vice Mayor Jorge Gonzalez, Mayor Connie Leon-Kreps, and Commissioner Richard Chervony all voting Yes. Commissioner Andreana Jackson voted No. Commissioner Eddie Lim was absent.

4. NEW BUSINESS

A. UPDATE ON STRATEGIC PLAN TO REVITALIZE AND EXPAND BUSINESSES IN THE VILLAGE. (*VILLAGE PLANNER JIM LARUE*)

The Village Planner, Jim LaRue, gave an update on the development of the Strategic Plan.

5. ADJOURNMENT

Meeting adjourned at 8:38 p.m.

Prepared by: Yvonne P. Hamilton
Village Clerk

Adopted by North Bay Village this ___ of April 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.)



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

16B

OFFICIAL MINUTES

REGULAR VILLAGE COMMISSION MEETING

VILLAGE HALL

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

TUESDAY, MARCH 8, 2016

7:30 P.M.

1. **CALL TO ORDER**

The meeting was called to order at 7:35 P.M. by Mayor Connie Leon-Kreps.

PLEDGE OF ALLEGIANCE

Tony Lima, Executive Director of S.A.V.E., 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
Assistant Village Attorney David Acosta
Finance Director Bert Wrains
Chief Carlos Noriega
Public Works Director Rodney Carrero-Santana
Village Clerk Yvonne P. Hamilton
Deputy Village Clerk Jenorgen Guillen

2. **A. PROCLAMATIONS AND AWARDS**

1. **JOSE PINTO/J. F. KENNEDY BUST** (*Mayor Connie Leon-Kreps*)

Mr. Pinto was presented with a plaque for refurbishing the J.F. Kennedy Bust.

2. **TONY LIMA, S.A.V.E.** (*Mayor Connie Leon-Kreps*)

Mr. Tony Lima, Executive Director of S.A.V.E., was presented with a “Key to the Village” in recognition of his efforts towards human quality and human rights for the Lesbian, Bisexual, Gay, and Transgender community.

B. SPECIAL PRESENTATIONS

1.) **POTENTIAL NORTH BAY VILLAGE NAME CHANGE**

Developers Scott Greenwald and Franco Barbagallo made a presentation to the Commission on changing the name of the Village to “Islands of North Bay Village” to make it more marketable and desirable.

Vice Mayor Jorge Gonzalez stated for the record that a name change to the Village would require the approval of the voters; and the item was being discussed as a proposal to be placed on the November 2016 Election Ballot, so the voters can decide.

C. ADDITIONS AND DELETIONS

Commissioner Richard Chervony made a motion to remove Items 10A, 10B, and 10C from the Consent Agenda and to add “Awards & Proclamations” for discussion under New Business. Vice Mayor Jorge Gonzalez seconded the motion, and all voted in favor.

3. **GOOD & WELFARE**

**MARIA GARCIA/RAUL DOMINGUEZ
BAYSHORE, YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION**

Mrs. Garcia did not attend the meeting.

Esther Razim, of 7810 Miami View Drive, Ann Baskt, of 1865 Kennedy Causeway, Raul Dominguez, of 7904 West Drive, Mary Kramer, of 7610 Coquina Drive, Joe Razim, of 7810 Miami View Drive, Developer Scott Greenwald, and Carl Muller, of 7915 East Drive, addressed the Commission.

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 Carlos Noriega discussed public safety issues.

6. COMMISSIONERS' REPORTS

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

7. VILLAGE ATTORNEY'S REPORT

Assistant Village Attorney David Acosta provided a report.

8. VILLAGE MANAGER'S REPORT

The Village Manager discussed his report and responded to questions from the Commission.

Vice Mayor Jorge Gonzalez made a motion to hold an event to "Meet & Greet the Police Chief". Commissioner Eddie Lim seconded the motion, and all voted in favor. The administration will coordinate a mutual date.

Vice Mayor Jorge Gonzalez made a motion to defer discussion on the Bus Shelter contract until the April 12, 2016 Commission Meeting. Commissioner Richard Chervony 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: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

Commissioner Richard Chervony made a motion to expend up to \$1,000 from the Reserves for TIES (Treasure Island Elementary School) Agenda Books. 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.

A. Grant Writer's Report

The Village Grant Writer Lakeesha Morris provided an update on the status of grants for the Village.

9. FINANCE REPORT

The Village Finance Director Bert Wrains reported on the financial status of the Village as of February 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.)

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)

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)

Commissioner Richard Chervony made a motion to approve the Consent Agenda Items 10D and 10E. 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.

At the request of Commissioner Richard Chervony, the following items were removed from the Consent Agenda to be discussed 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 Village Clerk read the Resolution by title.

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

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

The Mayor opened the floor to public comments.

Esther Razim, of 7810 Miami View Drive, addressed the Commission.

The Mayor closed the floor to public comments.

Vice Mayor Jorge Gonzalez requested that the Village Manager consult with Treasure Island PTA to see if there are any potential programs that can be funded from State Forfeiture Funds.

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

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 Village Clerk read the Resolution by title.

The Mayor opened the floor to public comments.

Developer Scott Greenwald and Ann Bakst, of 1865 Kennedy Causeway, addressed the Commission.

The Mayor closed the floor to public comments.

Vice Mayor Jorge Gonzalez made a motion approving the Resolution. Commissioner Eddie Lim seconded the notion. The motion was adopted by a 3-2 roll call vote. The vote was as follows: Commissioner Andreana Jackson, Vice Mayor Jorge Gonzalez, and Commissioner Eddie Lim all voting Yes. Mayor Connie Leon-Kreps and Commissioner Richard Chervony voted No.

Vice Mayor Jorge Gonzalez made a motion calling for a Public Workshop to allow the Commission and the Public the opportunity to provide input in the design of the New Village Hall Project. Commissioner Eddie Lim seconded the notion. The motion was adopted by a 5-0 roll call vote. The vote was as follows: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez all voting Yes.

- 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 Village Clerk read the Resolution by title.

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

The Mayor opened the floor to public comments.

Ann Bakst, of 1865 Kennedy Causeway, and Developer Scott Greenwald 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: Mayor Connie Leon-Kreps, Commissioner Eddie Lim, Commissioner Richard Chervony, Commissioner Andreana Jackson, and Vice Mayor Jorge Gonzalez 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 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)**

Mayor Connie Leon-Kreps withdrew the item from the agenda, as the sponsor.

13. **ORDINANCES FOR SECOND READING AND PUBLIC HEARING ITEMS:**

There were no Ordinances for second reading or Public Hearing Items.

14. **UNFINISHED BUSINESS**

There was no Unfinished Business.

15. **NEW BUSINESS**

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

Commissioner Richard Chervony made a motion to appoint Aniley Perez to the Arts, Cultural & Special Events Board. Vice Mayor Jorge Gonzalez seconded the motion, which carried 5-0 on a 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.

Commissioner Richard Chervony made a motion to appoint Aniley Perez to the Community Enhancement Board. Mayor Connie Leon-Kreps seconded the motion, which carried 5-0 on a 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. **PARKING DECAL PROGRAM** *(Mayor Connie Leon-Kreps)*

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

The Village Manager will schedule a Public Workshop to discuss parking on Harbor Island.

- C. **AWARDS & PROCLAMATIONS** *(Commissioner Richard Chervony)*

The Village Attorney will research the rules and regulations of other municipalities for the issuance of proclamations, plaques, and "Keys to the

Village” and provide a report with procedures to the Commission at the April 12, 2016 Commission Meeting.

16. APPROVAL OF MINUTES

A. Regular Commission Meeting – February 9, 2016

Commissioner Richard Chervony made a motion to approve the Minutes as submitted. Commissioner Andreana Jackson 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 11:19 p.m.

Prepared by: Yvonne P. Hamilton
Village Clerk

Adopted by North Bay Village on

this ____ day of April 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.)



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

16C

OFFICIAL MINUTES

SPECIAL VILLAGE COMMISSION MEETING

VILLAGE HALL

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

TUESDAY, FEBRUARY 23, 2016

7:30 P.M.

1. CALL TO ORDER

The meeting was called to order at 7:41 P.M. by Mayor Connie Leon-Kreps.

PLEDGE OF ALLEGIANCE

Ben Smith, of LaRue Planning & Management Services, Inc., 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
Assistant Village Attorney David Acosta
Chief Carlos Noriega
Village Planner Jim LaRue/Ben Smith
Village Clerk Yvonne P. Hamilton

2. **NBV WEBSITE PHOTOGRAPHS**

Commissioner Richard Chervony made a motion to defer the item until a member of the Community Enhancement Board is available to make a presentation regarding the photographs. Commissioner Andreana Jackson seconded the motion and all voted in favor.

3. **PUBLIC HEARING ITEMS: (ALL INDIVIDUALS DESIRING TO PROVIDE TESTIMONY SHALL BE SWORN IN.)**

A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE INSTALLATION OF FIVE NEW BOATLIFTS ON EXISTING DOCKS AT 7601 EAST TREASURE DRIVE, PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)**

The Village Clerk read the Resolution by title.

Village Planner Ben Smith, of LaRue Planning & Management Services, Inc., presented the Staff Report recommending approval of the request with the following conditions:

1. Verification of the 5 foot height restriction at the time of building permit issuance.
2. Compliance with all state, federal, and environmental laws including, but not limited to, compliance with a State Programmatic General Permit as may be required by the U.S. Army Corps of Engineers. All applicable state and federal permits must be obtained before commencement of construction.
3. Building permits and related approvals must be obtained from the Building Official prior to commencement of construction.
4. Cost recovery charges must be paid pursuant to Section 152.110. Specifically, no new development application shall be accepted and no building permit shall be issued for the property until all application fees, cost recovery deposits and outstanding fees and fines related to the property (including fees related to any previous development proposal applications on the property), have been paid in full.
5. Authorization or issuance of a building permit by the Village does not in any way create a right on the part of the applicant to obtain a permit from a state or federal agency, and does not create liability on the part of the Village for issuance of a building permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes action that results in a violation of federal or state law.
6. Building Permits shall be applied for individually by each owner.

The Village Clerk advised the Commission to disclose in the record any exparte communication they may have had concerning the item. The Commission members responded that there was no exparte communication.

Commissioner Richard Chervony suggested that the seawalls at Grand View Palace should be addressed at this time to ensure that they are protected for the safety and welfare of the citizens, in the event there is a hurricane. Discussion ensued regarding ownership of the boatlifts; whether separate applications should be filed by each owner; and inspection and repair of the seawalls. It was the consensus of the Commission that the seawall issue not be tied to the project to replace the boatlifts.

The Mayor opened the Public Hearing, and those individuals who addressed the Commission were sworn in.

Kirk Lofgren, of Ocean Consulting, Inc., addressed the Commission on behalf of the applicant. Al Coletta, of 7904 West Drive and Reinaldo Trujillo, former member of the Village Commission and member of the Planning & Zoning Board also spoke in favor of the request.

Mr. Trujillo clarified that the marina is managed by Grand View Palace Yacht Club, a separate entity from Grandview Palace Condominium, with individual boat slip owners. Therefore, it was not unusual for the Yacht Club to supply the application on behalf of the owners.

The Mayor closed the Public Hearing.

Mr. Lofgren agreed to all six conditions of approval, on behalf of the applicants.

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

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE CONSTRUCTION OF A NEW DOCK AT 1720 SOUTH TREASURE DRIVE; PROVIDING FINDINGS, PROVIDING FOR GRANTING THE REQUEST; PROVIDING FOR CONDITIONS; PROVIDING FOR APPEAL; PROVIDING FOR VIOLATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

The applicant requested that this item be deferred.

Vice Mayor Jorge Gonzalez made a motion to defer the item. Commissioner Andreana Jackson seconded the motion and all voted in favor.

C. AN ORDINANCE OF NORTH BAY VILLAGE, FLORIDA AMENDING THE NORTH BAY VILLAGE 1987 COMPREHENSIVE PLAN AS AMENDED BY REVISING THE INTRODUCTION, POPULATION ESTIMATES AND PROJECTIONS, FUTURE LAND USE, TRANSPORTATION, HOUSING, SANITARY SEWER, SOLID WASTE, DRAINAGE AND AQUIFER RECHARGE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS; AMENDMENTS TO THE FUTURE LAND USE MAP; COORDINATING THE VILLAGE'S COMPREHENSIVE PLAN WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S LOWER EAST COAST WATER SUPPLY PLAN UPDATE, AS MANDATED BY FLORIDA STATUTES 163.3177(6)(C)(3); IN ACCORDANCE WITH THE MANDATES SET FORTH IN CHAPTER 163, FLORIDA STATUTES; AUTHORIZING TRANSMITTAL OF THESE AMENDMENTS TO THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL, STATE LAND PLANNING AGENCY, AND OTHER APPLICABLE AGENCIES FOR REVIEW AND COMMENT AS REQUIRED BY FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY VILLAGE MANAGER FRANK K. ROLLASON)

D. FUTURE LAND USE MAP AMENDMENTS

The Village Clerk read the Ordinance by title.

The Village Planner Jim LaRue, of LaRue Planning & Management Services, Inc., presented the item to the Commission. He explained that these amendments are being done through the expedited approach, rather than through the EAR (Evaluation & Appraisal Report) process. Therefore, all of the policies are not being addressed. The updates focus on revitalization issues with emphasis on the commercial sector.

Mr. LaRue discussed some of the major updates to the Comprehensive Plan with map amendments as follows:

- Future vision of the citizens to revitalize and expand businesses.
- Revision of Planning Periods
- Population Estimates
- Two Map Amendments/Merging the Commercial and Mixed-Use categories for three (3) lots on the north side of the causeway (1819/1865/1909) changing all of the north side of the causeway to commercial.
Changing the Vogel Park Category (7920 West Drive) from High Density Multi-family Residential to Recreation.
- Removal of dwelling unit cap for Mixed-Use Development
- Reduction of the FAR/Commercial from 2.5 to 3.
- Removal of Mixed Use FAR.

- Removal of the restriction prohibiting development on the south side of the causeway west of Hispanola Avenue, which will allow Mixed Use Development on both sides of the Kennedy Causeway.
- Articulation of vision of Future Land Use Category, as recommended by the Planning & Zoning Board.
- Adoption of policies to address Sea Level Rise. This issue has been examined, and the Village is undergoing infrastructure improvements with update to the Water Supply Plan to prevent salt water intrusion.

Mr. LaRue noted that a meeting to review the Comprehensive Plan Amendments was also held with the Village's Business Development Advisory Board.

Mr. LaRue explained that the amendments are consistent with the vision of the Village for revitalizing the businesses and expanding them, as well as the goal to create a unique identify and characteristic of the Village through revitalization.

The Mayor opened the Public Hearing.

Miguel Barbagallo, Developer of 1555 and 1755 Kennedy Causeway, addressed the Commission.

The Mayor closed the Public Hearing.

The following changes were recommended by members of the Commission:

- Policy 10.1.11 – Change “island” to “islands”.
- Policy 7.5.2 – Include promotion through social media.
- Policy 6.4.3 – Add policy to encourage adoption of energy efficient programs village-wide.
- Policy 6.2.1 – Change “conserve” to “preserve”.

Mr. LaRue discussed the process for the amended Plan with the corrected document to be transmitted to the State Land Planning Agency and other reviewing agencies for their comments. Following the review, the comments will be addressed, and the Plan will be re-submitted to the Commission for the adoption public hearing.

Commissioner Richard Chervony made a motion to approve the transmittal of the Comprehensive Plan Amendments including the Map Amendments to the Department of Economic Opportunity. Commissioner Eddie Lim 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.

4. **ADJOURNMENT**

The meeting adjourned at 9:36 p.m.

Prepared by: Yvonne P. Hamilton, CMC
Village Clerk

Adopted by North Bay Village this ____ of April 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
CODE ENFORCEMENT UNIT
MONTHLY TOTALS FOR MARCH 2016**

DESCRIPTION	NORTH BAY ISLAND	HARBOR ISLAND	TREASURE ISLAND	TOTALS
SIDEWALK/ROADWAY OBSTRUCTED		1	6	7
LANDSCAPING NOT MAINTAINED		1	6	7
SIGN IN DISREPAIR/ILLEGAL SIGN	1	1	4	6
EXCESSIVE YARD WASTE PILE			1	1
DUMPING/LITTER	1	1	3	5
TRASH/RECYCLE CANS VIOLATION			1	1
TRASH/RUBBISH/DEBRIS	2		3	5
FENCE IN DISREPAIR		1	1	2
BUILDING MAINTENANCE VIOLATION		7	2	9
CONSTRUCTION SITE VIOLATION			1	1
ILLEGAL USE OF PUBLIC RIGHT-OF-WAY		2	1	3
PERMIT VIOLATIONS/ILLEGAL WORK/POSTING/FRAUD	4	11	22	37
HEALTH HAZARD	2	1	1	4
NOISE		1	2	3
ROAD DEBRIS REMOVED			2	2
ILLEGAL BUSINESS			22	22
ILLEGAL AUTO REPAIR/JUNK VEHICLE			1	1
COMMERCIAL VEHICLE VIOLATION	2	1	6	9
OTHER		1	1	2
TOTAL INCIDENTS	12	29	86	127
Phone Calls	6	20	30	56
Meetings /with property owner/contractor	4	15	20	39
Initial Inspections	8	20	85	113
Re-inspections	32	45	103	180
Complaints Received	1	9	19	29
Case Closed	4		16	20
Lien Search	1	12	16	29
Verbal Warnings Issued	3	4	19	26
Written Warnings Issued	7	10	35	52
Citation issued/Fines charged	1	11	16	28
Business Tax Review		1	2	3
Zoning/Permit/Plan Review			7	7
Red Tag or Notice Posting		1	3	4

NORTH BAY VILLAGE
MONTHLY REPORTS 2015-16
ADMINISTRATION

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
VISITORS	150	190	204	138	197	185							1064
PASSPORT ISSUED	47	34	33	43	51	75							283
NOTARY SERVICES	13	8	9	12	21	17							80
TAX RECEIPTS (OCCUP LICENSES)	\$14,778.00	\$537.50	\$649.00	\$1,849.00	\$833.00	\$2,625.75							\$21,272.25
LIEN SEARCH/REQUESTS FOR INFORMATION:	52	43	42	49	48	53							287
POST OFFICE	890	775	1042	777	1119	1129							5732
													0
ATS (AMERICAN TRAFFIC SOLUTIONS PRIOR TO 7/1/10) HEARINGS IN NBV	N/A	N/A	N/A	N/A	N/A	N/A							0
LAF (NBV-AFTER 7/1/10) HEARINGS IN MDC	N/A	N/A	N/A	N/A	NA	N/A							0

NORTH BAY VILLAGE
MONTHLY REPORTS 2015-16
BUILDING DEPARTMENT

	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD
PERMITS/UPFRONT FEES/HOLD HARMLESS/ EXTENTIONS/CERT OF COMPETION/CERT OF OCCUPANCY/REINSPECTI ON /BLDG RECERTIFICATIONS	\$285,200.79	\$21,271.55	\$17,308.07	\$18,267.01	\$19,251.66	\$55,173.65							\$416,472.73
VISITORS	170	187	173	158	211	215							1114
PERMIT APPLICATIONS/ REVISIONS	72	66	61	60	82	91							432
BLDG INSPECTIONS/REVIEW	94	70	87	79	113	119							562
ELEC INSPECTIONS	53	35	38	33	24	37							220
MECH INSPECTIONS	*	6	8	5	16	10							94
PLUMBING INSPECTIONS	50	36	43	20	30	49							228
STRUCTURAL REVIEWS	17	15	6	9	0	19							66
*Not available													

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	CURRENT MONTH	PREVIOUS MONTH	PREVIOUS YEAR
	FEBRUARY 2016	JANUARY 2016	FEBRUARY 2015
<u>FELONIES</u>			
<u>HOMICIDE</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>ATTEMPT BURGLARY</u>			
TREASURE ISLAND	0	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>BURGLARY STRUCTURE</u>			
TREASURE ISLAND	1	2	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	1
<u>BURGLARY RESIDENCE</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	2
<u>BURGLARY VEHICLE</u>			
TREASURE ISLAND	0	2	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	0
<u>ROBBERY ARMED</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

<u>ROBBERY STRONGARM</u>	FEBRUARY 2016	JANUARY 2016	FEBRUARY 2015
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>SEXUAL BATTERY</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>AGG BATTERY/ASSAULT</u>			
TREASURE ISLAND	0	2	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	0	1
<u>FRAUD GENERAL</u>			
TREASURE ISLAND	1	0	0
N BAY ISLAND	1	0	0
HARBOR ISLAND	0	0	1
<u>CC FRAUD</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	1	0	1
HARBOR ISLAND	0	0	0
<u>ID THEFT</u>			
TREASURE ISLAND	0	1	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

<u>INTERNET FRAUD</u>	FEBRUARY 2016	JANUARY 2016	FEBRUARY 2015
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>GRAND THEFT</u>			
TREASURE ISLAND	0	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	2	1	2
<u>MOTOR VEHICLE THEFT</u>			
TREASURE ISLAND	0	1	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	2
<u>STOLEN VEHICLE THEFT & RECOVERY</u>			
TREASURE ISLAND	1	0	1
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	2
TOTAL FELONIES	9	11	20
<u>MISDEMEANORS</u>			
<u>SIMPLE BATTERY</u>			
TREASURE ISLAND	1	2	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	2	2	0
<u>DOMESTIC BATTERY</u>			
TREASURE ISLAND	0	1	2
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	1	0

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

<u>ASSAULT</u>	FEBRUARY 2016	JANUARY 2016	FEBRUARY 2015
TREASURE ISLAND	0	1	0
N BAY ISLAND	1	0	0
HARBOR ISLAND	0	0	0
<u>VERBAL THREATS</u>			
TREASURE ISLAND	1	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>THEFT GENERAL</u>			
TREASURE ISLAND	2	2	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>STOLEN DECAL</u>			
TREASURE ISLAND	0	1	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	1	0
<u>STOLEN TAG</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	0	0	0
<u>DUI</u>			
TREASURE ISLAND	0	0	0
N BAY ISLAND	0	0	0
HARBOR ISLAND	1	1	0
TOTAL MISDEMEANORS	9	13	4

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2016

	FEBRUARY 2016	JANUARY 2016	FEBRUARY 2015
ARRESTS			
ARREST TYPES			
FELONY	4	3	7
MISDEMEANOR	11	8	1
BENCH WARRANT	0	2	1
CRIMINAL CITATIONS	15	4	11
TOTAL ARRESTS	30	17	20
INVESTIGATIONS			
CARRY OVER PRIOR	30	23	63
NEW INVESTIGATIONS	14	13	20
CASES CLEARED	7	4	5
CLEARANCE RATE	15.90%	9.00%	6.00%
BACKGROUND INVEST.	5	4	4

TRAFFIC	188	101	108
PARKING	354	327	127
CRIMINAL CITATIONS	15	4	11
TOTAL CITATIONS WRITTEN	557	432	246
CAUSEWAY CITATIONS	137	84	85

	FEBRUARY 2016	JANUARY 2016	FEBRUARY 2015
TOTAL CALLS FOR SERVICE	2,712	2,172	2,166

HOW RECEIVED

911 RADIO	17	26	25
MUNICIPAL RADIO	38	28	23
WALK IN	15	13	13
TELEPHONE	272	271	202
OFFICER INITIATED	2,332	1,807	1,884

REPORT TYPES

MISC INCIDENT	47	39	29
OFFENSE INCIDENT	17	22	26
CRASH REPORT	18	15	12
HIT AND RUN	3	1	1
FIELD INTERVIEW	2	0	4
CODE WARNINGS	4	10	10
CODE VIOLATIONS	1	1	2

AVERAGE RESPONSE TIME

TOTAL TIME (MIN)	3,948	2180	3,127
TOTAL AVERAGE (MIN)	2.13	1.61	2.29
PRIORITY CALLS	3.52	4.74	4.55
ROUTINE CALLS	7.05	3.22	5.62
BUSY TIME	1,006	971	1,809
COURT/DEPO	110	153	229
UNCOMMITTED TIME (MIN)11	2,832	1056	1,089

NORTH BAY VILLAGE POLICE DEPARTMENT

**VILLAGE WIDE CITATION COUNT INFORMATION FOR
FEBRUARY 2016**

Moving Citations- 187

Parking Citations- 354

Criminal Citations- 15

Ordinance Citations- 1

Total Citation count for FEBRUARY 2016- 557

NORTH BAY VILLAGE POLICE DEPARTMENT

CAUSEWAY CITATION COUNT INFORMATION FOR FEBRUARY 2016

Total citation count for Kennedy Causeway- 137

By citation type

Traffic Control Running Red Light/ 316.075(1)C(1)/ 7 citations

Speeding Municipal Posted/ 316.189(1)/ 2 citations

Careless Driving/ 316.1925(1)/ 7 citations

Drive at Night W/O Headlights/ 316.217/ 1 citation

Improper or Unsafe Equipment/ 316.610/ 34 citations

DWLS CANX REVOKED 1st CONVICTION/ 322.34(2)(a)/ 5 citations