



City of North Bay Village

Administrative Offices

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

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

OFFICIAL AGENDA

REGULAR CITY COMMISSION MEETING

**CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141**

TUESDAY, MAY 8, 2012

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 CITY 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 CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON CHANNEL 20 FOR ATLANTIC BROADBAND SUBSCRIBERS.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

-
1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
 2. **A. PROCLAMATIONS AND AWARDS**
 1. **OFFICER JOSE MARTINEZ – NORTH BAY VILLAGE POLICE DEPARTMENT**
 - B. SPECIAL PRESENTATIONS**
 1. **OPTIMISTS ORATORICAL CONTEST WINNERS**
 - C. ADDITIONS AND DELETIONS**

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Page 1 of 6
Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

3. BOARD REPORTS

- A. ANIMAL CONTROL ADVISORY BOARD**
- B. ARTS, CULTURAL & SPECIAL EVENTS BOARD**
- C. CITIZENS BUDGET AND OVERSIGHT BOARD**
- D. COMMUNITY ENHANCEMENT BOARD**
- E. PLANNING & ZONING BOARD**

- 1.) Budget Request/Review of Zoning Code (include memo)**
- 2.) Commission Action**

- F. YOUTH SERVICES BOARD**
- G. ADVISORY CHARTER REVIEW BOARD**

4. PUBLIC SAFETY DISCUSSION

5. COMMISSIONERS' REPORTS

6. CITY ATTORNEY'S REPORT

7. CITY MANAGER'S REPORT

- A. FINANCIAL SOFTWARE UPDATE**
- B. DR. PAUL VOGEL PARK/CAUSEWAY PROJECT**
 - 1. CURRENT EXPENDITURES/GRANT FUNDS TO BE EXPENDED**
 - 2. STATUS OF M. VILA & ASSOCIATES, INC. – PEFORMANCE DUE TO DEFAULT**
 - 3. RECOMMENDED COURSE OF ACTION**
 - 4. RETAINAGE/SURETY BOND**

8. GOOD & WELFARE AT APPROXIMATELY 8:30 P.M.

- 9. 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.**

10. PLANNING & ZONING CONSENT AGENDA

11. ORDINANCES FOR FIRST READING AND RESOLUTIONS

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2012 WATERWAYS ASSISTANCE PROGRAM FOR DR. PAUL VOGEL PARK IMPROVEMENTS; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)**

The proposed Resolution will authorize an application to the Florida Inland Navigation District grant program for \$220,335 for continued improvements to Dr. Paul Vogel Park. The City will be required to provide 50% matching funds.

1.) Commission Action

- B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2012 WATERWAYS ASSISTANCE PROGRAM FOR THE NORTH BAY VILLAGE BAYWALK PLAZA AREA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)**

The proposed Resolution will authorize an application to the Florida Inland Navigation District grant program for \$100,500 for Phase 1 of the development of the North Bay Village Baywalk Plaza area at the eastern end of the city. The City will be required to provide 50% matching funds.

1.) Commission Action

- C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DONATION IN SUPPORT OF THE REPRESENTATION OF JOSHUA D. NEELY, AS A NORTH BAY VILLAGE RESIDENT AND TREASURE ISLAND ELEMENTARY SCHOOL STUDENT, AT THE JUNIOR NATIONAL YOUNG LEADERS CONFERENCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)**

1.) **Commission Action**

The proposed resolution will permit the expenditure of \$500 to Mr. Neely to support his attendance at the Junior National Young Leaders Conference.

- D. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING/DENYING THE REQUEST BY NORTH BAY VILLAGE INVESTMENT TRUST, LLC TO REDUCE PREVIOUSLY ASSESSED CODE COMPLIANCE FINES FOR CASE NO. 10-001 AND UTILITY COSTS AND PENALTIES; DIRECTING THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY) – CONTINUED FROM APRIL 10, 2012**

The proposed Resolution will authorize settlement of pending fines and penalties relating to code enforcement violations and unpaid utility charges associated with the property at 1755 – 79th Street Causeway.

1.) **Commission Action**

12. **PUBLIC HEARINGS INCLUDING ORDINANCES FOR SECOND READING**

- A. **A REQUEST BY SOTREZA, LLC ON BEHALF OF HARAMBAM CONGREGATION, INC. FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098(A) OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A PRE-SCHOOL/DAY CARE CENTER AT 7800 HISPANOLA AVENUE (FORMERLY USED AS A TEMPLE), LOTS 1 AND 2 AND EAST ½ OF LOT 3, BLOCK 1 OF COMMERCIAL ADDITION TO TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, WITHIN THE RM- 40, MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT. (PUBLIC HEARING)**

Approval of this request will permit the operation of a pre-school at the referenced location in the area that was formerly used as a Temple.

1.) **Commission Action**

13. **UNFINISHED BUSINESS**

14. NEW BUSINESS

A. RFQ – LEGAL SERVICES (*AARON COHEN/RFQ REVIEW/SELECTION COMMITTEE*)

1.) Commission Action

B. DISCUSSION ITEMS (*COMMISSIONER RICHARD CHERVONY*)

1. CAUSEWAY IMPROVEMENT PLAN WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

2. STATUS OF CITY HALL DEMOLITION BID AND LANDSCAPING RFP

3. EMERGENCY RESERVE FUND

4. CONTINGENCY FUND

C. POSSIBLE RESOLUTION – URGING THE GOVERNOR AND THE LEGISLATURE TO REVISIT THE STAND YOUR GROUND LAW (*COMMISSIONER RICHARD CHERVONY*)

1.) Commission Action

15. APPROVAL OF MINUTES

A. REGULAR CITY COMMISSION MEETING – FEBRUARY 14, 2012

B. REGULAR CITY COMMISSION MEETING – DECEMBER 13, 2011

C. SPECIAL CITY COMMISSION MEETING – NOVEMBER 29, 2011

D. REGULAR CITY COMMISSION MEETING – NOVEMBER 8, 2011

E. SPECIAL CITY COMMISSION MEETING – NOVEMBER 1, 2011

F. REGULAR CITY COMMISSION MEETING – OCTOBER 11, 2011

G. BUDGET PUBLIC HEARING – SEPTEMBER 20, 2011

1.) Commission Action

16. ADJOURNMENT

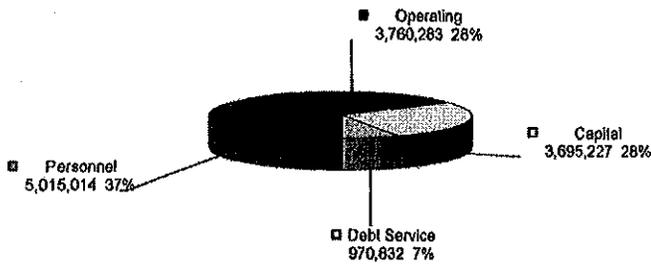
**CITY OF NORTH BAY VILLAGE
MEETING NOTICE**

THURSDAY, MAY 10, 2012	6:00 P.M.	SPECIAL CITY COMMISSION MEETING
SATURDAY, MAY 12, 2012	2-3 P.M.	BOOK MOBILE
MONDAY, MAY 14, 2012	6:00 P.M.	SPECIAL CITY COMMISSION MEETING
SATURDAY, MAY 19, 2012	2-3 P.M.	BOOK MOBILE (1841 Galleon Street)
TUESDAY, MAY 22, 2012	7:30 P.M.	PLANNING & ZONING BOARD MEETING
WEDNESDAY, MAY 23, 2012	4:30 P.M.	CITIZENS BUDGET & OVERSIGHT BOARD MEETING
SATURDAY, MAY 26, 2012	2-3 P.M.	BOOK MOBILE (1841 Galleon Street)

Meetings are held in the City Commission Chambers at 1700 Kennedy Causeway, Suite #132, North Bay Village, Florida, unless otherwise specified. Any meeting may be opened and continued and, under such circumstances, additional legal notice would not be provided. Any person may contact the City Clerk at (305) 756-7171 for information. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding or to review any documents relative thereto should contact the City for assistance at (305) 756-7171 no later than four (4) days prior to the proceedings. If hearing impaired, telephone the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

CITY OF NORTH BAY VILLAGE
BUDGET-IN-BRIEF thru March 31, 2012

YTD-Citywide Expense Allocation



General Fund Revenues

Revenues	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Real & Personal Property Taxes	2,928,283	1,826,000	2,418,178	132%
Franchise Fees	364,600	182,250	114,279	63%
Utility Service Taxes	420,000	210,000	192,517	92%
Communication Service Tax	308,449	153,225	133,591	87%
Licenses & Permits	72,600	36,000	21,626	60%
Intergovernmental Revenue	706,748	353,374	311,848	88%
Fines & Forfeitures	205,500	102,750	79,705	78%
Misc. Revenue	43,700	21,850	27,045	124%
Charges for Services	54,400	27,200	23,400	86%
Transfer from Utilities	-	-	-	0%
Debt Proceeds	-	-	-	0%
Appropriations & Carryover	2,454,223	-	-	0%
Total Revenues & Carryover	\$ 7,554,403	\$ 2,912,649	\$ 3,321,994	114%

General Fund Expenditures

Expenditures	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
City Commission Department	85,221	32,611	26,260	77%
City Manager Department	181,727	80,864	61,200	76%
City Clerk Department	148,441	74,221	67,488	91%
Finance Department	124,624	62,312	58,146	93%
Legal Services Department	300,000	160,000	104,305	70%
General Government Department	772,710	400,078	307,438	77%
Police Department	3,245,600	1,622,760	1,866,009	103%
Recreation / Human Svcs Dept.	36,193	25,635	24,463	96%
Debt Service Refunding	-	-	-	-
Transfer to After School & Summer	27,445	13,722	13,722	100%
Transfer to Street Mince Fund	218,318	109,159	109,159	100%
Transfer to Transportation Fund	55,248	27,624	27,624	100%
Total Expenditures	\$ 6,165,428	\$ 2,598,875	\$ 2,464,832	95%

YTD-Total Citywide Budget

Expenditures	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Total Citywide Budget	13,441,356	6,706,983	5,729,273	85%

Selected Other Funds

Building Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	163,087	81,544	123,375	151%
Transfer from General Fund	-	-	-	-
Total Revenues	163,087	81,544	123,375	151%
Total Expenses	163,087	81,544	76,214	93%

Selected Other Funds

Street Mince Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	109,072	54,536	45,352	83%
Transfer from General Fund	218,318	109,159	109,159	100%
Total Revenues	327,390	163,695	154,611	94%
Total Expenses	327,390	163,695	192,133	117%

After School & Summer Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	134,720	67,360	49,309	73%
Transfer from General Fund	27,445	13,722	13,722	100%
Total Revenues	162,165	81,082	63,032	78%
Total Expenses	162,165	80,682	46,231	57%

Selected Other Funds

Transportation Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	200,000	100,000	62,540	63%
Transfer from General Fund	65,248	27,624	27,624	100%
Appropriations & Carryover	77,217	-	-	0%
Total Revenues & Carryover	332,465	127,624	90,164	71%
Transfer to Capital Improvements	109,130	54,565	-	0%
Total Expenses	124,260	88,039	28,308	32%

Capital Project Fund	Budget	Pro-Rata Budget	Year-to-Date	YTD %
Revenues	1,082,469	595,795	3,977	0%
Transfer from General Fund	-	-	-	0%
Transfer from Transportation Fund	109,130	54,565	45,471	42%
Appropriations & Carryover	1,444,735	-	-	0%
Total Revenues & Carryover	2,836,324	650,360	49,448	2%
Total Expenses	2,831,324	1,315,662	838,518	32%

Utility Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	4,381,628	2,180,500	2,239,009	103%
Appropriations & Carryover	(650,410)	-	-	0%
Total Revenues & Carryover	3,731,218	2,180,500	2,239,009	103%
Transfer to Water Improvments	25,000	12,500	12,500	100%
Transfer to Sanitation Impv. Fund	63,000	31,500	31,500	100%
Transfer to Sewer Improvments	151,029	75,515	75,515	100%
Total Expenses	3,663,069	1,614,048	1,369,671	85%

Stormwater Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	116,000	58,000	116,679	201%
Appropriations & Carryover	265,621	-	-	0%
Total Revenues & Carryover	371,621	58,000	116,679	201%
Transfer to Sewer Improvments	86,339	43,170	43,170	100%
Total Expenses	94,300	90,320	12,038	13%

Debt Service Fund	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	756,803	472,245	625,470	132%
Appropriations & Carryover	-	-	-	-
Total Revenues & Carryover	756,803	472,245	625,470	132%
Total Expenses	756,803	378,402	284,671	75%

Water Improvements	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	-	-	-	-
Transfer from Utility Fund	25,000	12,500	12,500	100%
Total Revenues	25,000	12,500	12,500	50%
Total Expenses	25,000	12,500	-	0%

Sewer Improvements	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	339,174	288,271	370,485	129%
Transfer from Utility Fund	151,029	75,515	75,515	100%
Transfer from Stormwater Fund	86,339	43,170	43,170	100%
Total Revenues	576,542	406,955	489,149	120%
Total Expenses	576,542	282,416	416,459	147%

Sanitation Improvements	Budget	Pro-Rata Budget	Year-to-Date	Pro-Rata %
Revenues	-	-	-	-
Transfer from Utility Fund	63,000	31,500	31,500	100%
Total Revenues	63,000	31,500	31,500	100%
Total Expenses	63,000	31,500	-	0%

Cash Position

Sabadell United	4,104,925
CenterState	218,132
SBA Fund A	28,338
Total General Fund	\$ 4,361,395
Sabadell United	1,160,686
CenterState Series 2010	40,100
Total Project Fund	\$ 1,200,786

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2011

<u>DATE</u>	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12
TOTAL CALLS FOR SERVICE	2,457	2,155	2656	2416				
HOW CALLS RECEIVED:								
911	14	10	17	9				
Radio	24	13	23	31				
Walk-In	17	39	23	22				
Telephone	259	211	227	200				
Officer Initiated	2,134	1,877	2357	2142				
<u>TYPES OF CRIMES</u>								
<u>FELONIES</u>								
ATTEMPT BURGLARY	1	0	1	0				
BURGLARY STRUCTURE	0	0	0	0				
BURGLARY RESIDENCE	2	1	1	0				
BURGLARY VEHICLE	4	6	6	5				
ROBBERY ARMED	0	0	1	0				
ROBBERY STRONGARM	0	0	0	0				
SEXUAL BATTERY	0	1	0	0				
AGG BATTERY/ASSAULT	2	1	0	2				
FRAUD GENERAL	0	1	0	1				
CC FRAUD	0	1	1	1				
ID THEFT	2	8	3	3				
INTERNET FRAUD	0	0	0	0				
GRAND THEFT	4	2	2	4				
MOTOR VEHICLE THEFT	0	1	2	3				
<u>TOTAL FELONIES</u>	15	22	17	19				
<u>MISDEMEANORS</u>								
SIMPLE BATTERY	2	4	1	2				
DOMESTIC BATTERY	4	1	3	2				
ASSAULT	0	0	3	0				
VERBAL THREATS	0	2	1	0				
THEFT GENERAL	1	3	1	1				
STOLEN DECAL	0	2	1	1				
STOLEN TAG	2	1	0	2				
DUI	1	2	0	0				
<u>TOTAL MISDEMEANORS</u>	10	15	10	8				
<u>CITATIONS</u>								
TRAFFIC	228	200	167	126				
PARKING	69	100	74	127				
CRIMINAL	18	14	6	11				

NORTH BAY VILLAGE POLICE DEPARTMENT STATISTICS 2011

Sep-12 Oct-12 Nov-12 Dec-12

INITIAL INSPECTIONS	49	35	49	35								168
VERBAL WARNINGS GIVEN	9	6	15	6								36
COURTESY NOTICE ISSUED	20	31	19	12								82
CITATIONS ISSUED	1	1	5	2								9
RE-INSPECTIONS	57	65	82	55								259
ILLEGAL SIGNS REMOVED		2	12	22								36
WORK WITHOUT PERMITS/PERMIT VIOLATIONS	9	10	4	6								29
COMMERCIAL VEHICLES CITED												0
STOP WORK ORDERS ISSUED	2	1	0	8								11
SERVICE OF PROCESS	0		0	0								0
DEBRIS PICKUP												0
TAX FRAUD		1	1	0								2
CASES CLOSED	34	15	11	14								74



City of North Bay Village

Administrative Offices

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

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

MEMORANDUM City of North Bay Village

DATE: May 3, 2012

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Stuart Blumberg
Commissioner Richard Chervony
Commissioner Paul Vogel

FROM: Reinaldo Trujillo, Chairman
Planning & Zoning Board

SUBJECT: March 20, 2012 Planning & Zoning Board Meeting Report

The Planning & Zoning Board held its regular meeting on March 20, 2012 at 7:35 p.m. In attendance were Reinaldo Trujillo, Chair, Jorge Gonzalez, Vice Chair, Barry Beschel and Bud Farrey. James Carter was absent.

The Board met to discuss review of the Zoning Code as required by Section 152.101(B) of the City Code. I questioned whether the provision to review the code should be incorporated into the City Charter, considering that no action was taken on a recommendation by a previous board in 2007 that met and reviewed the code. The Board also discussed reviewing those.

It was suggested that proposals and issues from the public be put in writing for staff to review as an efficient use of time.

3E(1)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

By a unanimous vote of the members present (4-0), a motion was made to request direction, permission and funding to review and analyze Chapter 152 of the City of North Bay Village Code of Ordinances, the Comprehensive Plan, related codes, the 2007 review and proposal, conduct public participation campaign, and develop recommendations for Code and Comprehensive Plan amendments. As part of the review, the Planning & Zoning Board requested a joint meeting with the City Commission to explore direction and goals for updating the Zoning Code.

/RT

3E(2)



City of North Bay Village

Administrative Offices

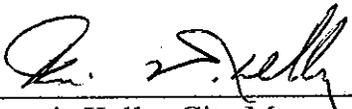
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

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MEMORANDUM
City of North Bay Village

DATE: May 3, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2012 WATERWAYS ASSISTANCE PROGRAM FOR DR. PAUL VOGEL PARK IMPROVEMENTS; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DK:yph

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

11A(2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2012 WATERWAYS ASSISTANCE PROGRAM FOR DR. PAUL VOGEL PARK IMPROVEMENTS; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, The City of North Bay Village (the "City") desires to carry out the construction of various elements for Dr. Paul Vogel Park (the "Project"), as described in the proposal attached hereto as Exhibit "A", and briefly summarized below for the enjoyment of the citizenry of the City and the State of Florida:

Project Title: Dr. Paul Vogel Park Improvements

Total Estimated Cost: \$220,335.00. Half the costs, \$110,167.50, would be funded by the FIND program, if a grant is awarded. The other half, \$110,167.50, would be funded by the City of North Bay Village, possibly via other grant programs.

Brief Description of Project:

In late 2008, the City of North Bay Village purchased its first parcel of public open space in the city's history. Dr. Paul Vogel Community Park is a half-acre parcel located at 7920 West Drive. The park fronts the Biscayne Bay Aquatic Preserve. The City is seeking funding for additional improvements to the park, including a prefabricated restroom facility, the restoration of its seawall, and nature signage.

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

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

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

Section 2. Project Authorization. The Project, as attached hereto and incorporated herein as Exhibit "A", is authorized.

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

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

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the Project, and that it will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the Project and that the project will be operated and maintained at the expense of said City of North Bay Village for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

11A(4)

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____
Commissioner Paul Vogel _____

PASSED AND ADOPTED this ____ day of _____, 2012.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

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

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

11 A(5)

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of North Bay Village at a legal meeting held on this _____ day of _____ 2012.

Attest

Signature

Title

Title

11A(6)

ATTACHMENT E-1

WATERWAYS ASSISTANCE PROGRAM FY 2012
PROJECT APPLICATION
APPLICANT INFORMATION - PROJECT SUMMARY

Applicant: City of North Bay Village

Department: Public Works

Project Title: Vogel Park Improvements

Project Director: Sam Zamacona

Title: Director of Public Works

Project Liaison Agent (if different from above): Ralph Rosado

Liaison Agent Title: Director of Planning and Grants Services

Address: 901 Ponce de Leon Blvd #900

Coral Gables, FL

Zip Code: 33134

Telephone: 305.445.2900x2240

Fax: 305.774.6277

Email: rrosado@c3ts.com

***** I hereby certify that the information provided in this application is true and accurate.*****

SIGNATURE: _____

DATE: _____

PROJECT SUMMARY NARRATIVE (Please summarize the project in 2 paragraphs or less.)

In late 2008, the City of North Bay Village purchased its first parcel of public open space in the city's history. Dr. Paul Vogel Community Park is a half-acre parcel located at 7920 West Drive, Lots 20 & 22, Harbor Island, North Bay Village.

The park fronts the Biscayne Bay Aquatic Preserve. There was strong support from residents and community leaders to acquire the land and create the city's first community park! Because North Bay Village has long been almost completely built-out, the city's intent is to preserve natural and ecologically sensitive resources and provide public land amid growth and development. The city is seeking funds to continue pursuing its vision for the park. The improvements needed to fulfill this vision include a prefabricated restroom facility, seawall restoration, and nature signage.

Form No. 90-22

New 12/17/90, Rev.07-30-02, 08-28-06

11A(7)
Agenda P1

ATTACHMENT E-2.

APPLICATION CHECKLIST 2011

(To be completed by the Applicant)

This checklist and the other items listed below in Items 1 through 14 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

Two (2) copies of your application are required. One original and one electronic copy.

All information (except maps) is required to be on 8 1/2" x 11" paper.

Maps and drawings may be on 8 1/2" x 14" paper and folded to 8 1/2" x 11" so that they may be included to hole punch and bound by staff.

	YES	NO
1. District Commissioner Review (prior to March 01) (NOTE: For District Commissioner Initials ONLY!) (District Commissioner must initial the yes box on this checklist for the application to be deemed complete)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Applicant Info/Project Summary - E-1 (Form No. 90-22, 1 page) (Form must be completed and signed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Application Checklist - E-2 (Form No. 90-26, 2 pages) (Form must be signed and dated)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Project Information - E-3 (Form No. 90-22a, 1 page)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Project Evaluation and Rating - E-4 (Form No. 91-25) (Form must be completed, proper attachment included) (No signatures required)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Project Cost Estimate - E-5 (Form No. 90-25, 1 page) (Must be on District form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Official Resolution Form - E-6 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Attorney's Certification (Land Ownership) - E-7 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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ATTACHMENT E-2 (Continued)
APPLICATION CHECKLIST
 (To be completed by the Applicant)

- | | | | |
|-----|---|---|-------|
| 9. | Project Timeline – E-8 (Form No. 96-10, 1 page) | ✓ | _____ |
| 10. | County Location Map | ✓ | _____ |
| 11. | City Location Map (if applicable) | ✓ | _____ |
| 12. | Project Boundary Map | ✓ | _____ |
| 13. | Clear & Detailed Site Development Map | ✓ | _____ |
| 14. | Copies of all Required Permits
(Required of development projects only) | ✓ | _____ |

The undersigned, as applicant, acknowledges that Items 1 through 13 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, April 02, 2012. By June 01, 2012 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 14 is due to the District no later than the final TRIM Hearing in September 2012. If the information in Item 14 is not submitted to the District office by the District's final TRIM hearing in September 2012, I am aware that my application will be removed from any further funding consideration by the District.

APPLICANT: City of North Bay Village APP. TITLE: Vogel Park Improvements

** SIGNATURE - APPLICANT'S LIAISON ** _____

DATE _____

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

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ATTACHMENT E-3 - PROJECT INFORMATION 2012

APPLICANT: City of North Bay Village APPLICATION TITLE: Vogel Park Improvements

Total Project Cost: \$ \$220,335 FIND Funding Requested: \$ 110,167.50 % of total cost: 50%

Amount and Source of Applicants Matching Funds: city funds

Other (non-FIND) Assistance applied for (name of program and amount) Land and Water Conservation Fund: \$200,000; Coastal Partnership Initiative: \$30,000

Ownership of Project Site (check one): Own: Leased: _____ Other: _____

If leased or other, please describe lease or terms and conditions: _____

Once completed, will this project be insured against damage? Yes Explain: The park site is already insured through the city.

Has the District previously provided assistance funding to this project or site? yes

If yes, please list: Phase I funding: \$55,000 in FY 2010.

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): None via the city.

How many additional ramps, slips, trailer parking spaces or other public access features will be added by the completion of this project? (as applicable): This project allows water access at the park site.

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation There are no fees for water access via this project.

Please list all Environmental Resource Permits required for this project:

<u>Agency</u>	<u>Yes/ No N/A</u>	<u>Date Applied For</u>	<u>Date Received</u>
WMD	_____	_____	_____
DEP	_____	_____	_____
ACOE	<u>Yes</u>	<u>3/16/12</u>	_____
COUNTY/CITY	<u>Yes</u>	<u>3/2/12</u>	_____

11A(10)

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM

APPLICATION EVALUATION AND RATING WORKSHEET 2012

The applicant is to complete this worksheet by entering the project title, applicant name and answers to the applicable questions. ****Do not answer with more than three sentences.****

All applicants must answer a total of ten questions. All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6.

Each applicant will then complete one and only one sub-Attachment (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type in reference to Attachment C. The applicant should determine their project type (if the project incorporates more than one project type) by determining which project type is dominant in terms of project cost.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

APPLICATION TITLE: Vogel Park Improvements

APPLICANT: City of North Bay Village

CATEGORY & RATING POINTS AVAILABLE	RATING POINTS	EVALUATION CRITERIA
------------------------------------	---------------	---------------------

1) PRIORITY LIST:

- a) List the priority list category of this project from Attachment C in the application. (The application may only be of one type based upon the predominant cost of the project elements.) Category 12
- b) Explain how the project fits this priority category.
Dr. Paul Vogel Park is a waterfront park on the Intracoastal Waterway.

(For reviewer only)
Max. Available Score _____
Range of Score (0 to _____ points)

11A (11)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project directly relates to the ICW and the mission of the Navigation District.**

The project promotes public enjoyment of the ICW as an amenity. The project aims to provide a safe and beautiful waterfront setting in which citizens can interact with each other and with the water.

- b) How does the project benefit public navigation or access to the ICW or adjoining waterways?**

Not only is this the first public park within North Bay Village, it is the only allowable public access to the ICW anywhere in the city. It allows the general public to enjoy views that are forbidden to all but the most affluent residents of South Florida. Informative signage will explain the importance of this water body to the functioning of our local, statewide, and national ecology, as well as the significance of local flora and fauna.

(For reviewer only)
(0-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified?**

Vogel Park is the only public park in North Bay Village. We expect that it will receive visitors from the surrounding municipalities, as from well as kayakers and small watercraft operators enjoying the IWC.

- b) Discuss the regional and local public benefits and access that will be provided by the project.**
The City of North Bay Village has never been able to comply with its own level-of-standard for park and recreational facilities (2.75 acres per 1,000 persons); according to that formula, it would require over 18 acres of parkland. In this regard, 1/4-acre Dr. Paul Vogel Community Park constitutes a critical first step.

- c) Estimate the amount of total public use.**
The park is expected to receive around 100 visitors per day.

- d) Can residents from other counties of the District reasonably use the project? Explain.**

Yes. The project can be accessed by car, bus, bike, and foot.

(For reviewer only)
(0-8 points)

11A(12)

4) TIMELINESS

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.

Most permits have been secured. A contractor (M. Vila & Sons) was hired in December 2011 to begin work on the park beginning in January 2012. By the end of May, the seawall permits will be complete, so that only the work to be funded by this grant would need to commence. Underground utility work for the unisex bathroom is complete.

- b) Briefly explain any unique aspects of this project that could influence the project timeline.

There are no unique aspects.

(For reviewer only)
(0-3 points)

5) COSTS & EFFICIENCY:

- a) List any additional funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

Within the last few years, the city has spent funding from several sources on this project: a Safe Neighborhood Parks (i.e. Miami-Dade County) grant, a Coastal Partnership Initiative (i.e. DEP) grant, a FIND grant, and city bond proceeds on this park. These sources have paid for all of the design, permitting, and construction work completed to-date, totaling over \$600,000.

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

Not applicable.

- c) Describe any methods to be utilized to increase the cost efficiency of this project.

The city requests at least three estimates for all items.

- d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

No Fees.

(For reviewer only)
(0-6 points)

11A(13)

6) PROJECT VIABILITY:

a) Does the project fill a specific need in the community or is it consistent with an existing maritime management plan?

Yes. In spite of being surrounded by water, North Bay Village lacks public access to the waterfront. The city also lacks park/public space for general recreation. The project fills the need for both.

b) Clearly demonstrate how the project will continue to be maintained after District funding is completed.

The City of North Bay Village has a fully-functioning Parks and Public Works Department that oversees park programming for Dr. Paul Vogel Park year-round. Also, the department director and his staff oversee maintenance and upkeep of the park as well as public rights-of-way throughout the city on a daily basis.

In addition, the city's Arts, Cultural & Special Events Board, its Community Enhancement Board, and its Youth Services Board each actively organize and offer supplemental, volunteer-led nature tours, concerts, poetry readings, and cleanup activities that draw hundreds of residents.

c) Will the program result in significant and lasting benefits? Please describe any environmental benefits associated with this project.

Dr. Paul Vogel Community Park provides public access to a natural area essential to the community's enjoyment as well as understanding of coastal and marine resources. Because of this, the project will have lasting social and environmental benefits. It will foster a sense of community and shared space among residents. The project will also promote environmental awareness by making it easier for citizens to experience and commune with the natural beauty of the IWC.

(For reviewer only)
(0-7 points)

SUB-TOTAL _____

FIND FORM NO. 91-25
(Effective Date: 3-21-01, Revised 4-24-06)

11A(14)

ATTACHMENT E-4A

WATERWAYS ASSISTANCE PROGRAM

APPLICATION EVALUATION AND RATING WORKSHEET

DEVELOPMENT & CONSTRUCTION PROJECTS

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

**CATEGORY
& RATING
POINTS
AVAILABLE**

**RATING
POINTS**

EVALUATION CRITERIA

7) PERMITTING:

- a) **Have all required environmental permits been applied for? If permits are NOT required, explain why not.**

Yes.

- b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.**

Almost all park permits have been secured. The only pending permit is for seawall repair. That permit is in process.

Phase II work is estimated to cost \$220,335 as detailed in attachment E-5.

- c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**
None identified to-date.

*(For reviewer only)
(0-4 points)*

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8) PROJECT DESIGN:

a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?

All designs have been completed.

b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, decrease environmental impacts, improve water quality or reduce costs?

This project allows for public access to the ICW.

(For reviewer only)
(0-2 points)

9) CONSTRUCTION TECHNIQUES:

a) Briefly explain the construction techniques to be utilized for this project.

Marine construction; pile driving by method of drop hammer.

b) How are the construction techniques utilized appropriate for the project site?

Techniques are standard for the industry and will be performed by a contractor with over 50 years in the business.

c) Identify any unusual construction techniques that may increase or decrease the costs of the project.

There will be no unusual construction techniques.

(For reviewer only)
(0-3 points)

11A(16)

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials?

The design life for the project is 35-40 years.

b) Describe any recyclable material to be utilized. How does the recyclable material (if any) compare to other available material?

Steel and concrete are not from recycled materials as code does not allow for such materials for marine related projects.

c) Identify any unique construction materials that may significantly alter the project costs.

DCI corrosion inhibitor added to the concrete increases concrete cost by 12%, but it provides extended durability and resistance to short-term cosmetic damage.

*(For reviewer only)
(0-3 points)*

**RATING POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 16 points. A score of 35 points or more is required to be considered for funding.)

Form No. 91-25A
(Effective Date: 3-21-01, revised 4-24-0)

11A(17)
7

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

MITCHELL BIERMAN, P.A.
NINA L. BONISKE, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
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SAMUEL I. ZESKIND

March 26, 2012

Re: Attorneys Certification of Title 2012

TO WHOM IT MAY CONCERN:

Our firm currently serves as the City Attorney for the City of North Bay Village, Florida. In that capacity, I have examined a copy of the Warranty Deed from The Trust For Public Land to the City of North Bay Village dated September 30, 2008 conveying fee simple title in and to the following described property:

Lot 20 and 22, HARBOR ISLAND, according to the plat thereof as recorded in Plat Book 44, Page 72, of the Public Records of Miami-Dade County, Florida; together with that certain one (1) foot wide strip lying contiguous to and adjoining the westerly boundary lines of the aforesaid Lots 20 and 22 and extending into Biscayne Bay; and together with any and all littoral and riparian rights appurtenant and appertaining to the aforesaid Lots 20 and 22 and the aforesaid one (1) foot strip.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the City of North Bay Village. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Vogel Park". Located at 7920 West Drive, North Bay Village, FL, under Folio No. 23-3209-001-0220.

I certify that the City of North Bay Village does in fact own this property and has owned property since September of 2008 to the current date.

Very truly yours,


Nina L. Boniske
City Attorney
City of North Bay

FIND Form No. 94-26 (effective date 5-25-00)

11A(20)

Attachment E-7

Attorney's Certification of Land Ownership

11A(21)

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

" - 3,000
NBV seawall
dock repla

PROJECT NO. DA-NBV-10-123

This PROJECT AGREEMENT made and entered into this 23rd day of SEPTEMBER, 2011 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of North Bay Village, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (Exhibit "B"), the DISTRICT has determined to provide assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Paul Vogel Community Park Seawall & Dock Replacement - Ph I. Said project is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and shall complete the PROJECT and submit all required payment reimbursement information on or before September 1, 2012, unless the PROJECT period has been extended with the prior written approval of the DISTRICT. In no event other than a declared state of emergency that affects the project completion shall the PROJECT period extend beyond three (3) years from October 1, 2010. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2013, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

Any request for extension of funding beyond the dates set forth in the preceding paragraph shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original project agreement expiration. This request will then be considered by the DISTRICT Board, whose decision shall be final.

SAMPLE Contract

11A(22)¹

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute no more than Fifty percent (50%) of the PROJECT SPONSOR'S out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized PROJECT COSTS as shown in Exhibit B and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$55,000.00.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C), and including upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT period, with the exception of pre-agreement costs, if any, consistent with Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

11A(23).

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit A, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of the Agreement, reimbursement for all PROJECTS approved as Phase I projects will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further District funding. Procedures set forth below with respect to reimbursement by the District are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), and (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 17. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **NONCOMPLIANCE** - The DISTRICT shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by

the PROJECT SPONSOR with any of the terms of this Project Agreement. Upon notification from the DISTRICT, the PROJECT SPONSOR shall reimburse such funds directly to the DISTRICT. The provisions of this paragraph shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. When such is required, adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

16. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years prior to or

4
11A(25)

immediately following completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

17. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the project entrance of the completed project, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

18. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by project sponsor, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

19. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable

20. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

21. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

22. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.

23. **WAIVERS** - Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

24. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of North Bay Village
Attention: Manager, Dredging & Marine Consultants, LLC
4643 S. Clyde Morris Blvd., Unit 302
Daytona Beach, FL 32129

25. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

26. **GOVERNING LAW** - The validity, interpretation and performance of this Agreement shall be controlled and construed according to the laws of the State of Florida.

27. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties

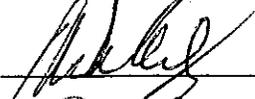
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not now a part of this document, other than another governmental entity that agrees to assume, in writing, PROJECTS SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

28. **ENTIRE UNDERSTANDING** - This Agreement, including any exhibits made a part hereof, embodies the entire Agreement and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:





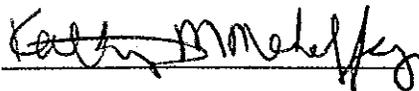
FLORIDA INLAND NAVIGATION DISTRICT

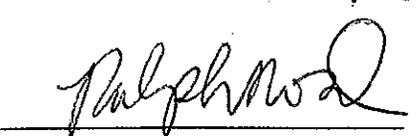
By: 

Director

DATE: 9/23/11

WITNESSES:





PROJECT SPONSOR

By: 

Title: Katrina City Manager

DATE: 9/20/11

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CHAPTER 66B-2 — WATERWAYS ASSISTANCE PROGRAM (2010)

66B-2.001	Purpose.
66B-2.002	Forms.
66B-2.003	Definitions.
66B-2.004	Policy.
66B-2.005	Funds Allocation.
66B-2.006	Application Process.
66B-2.0061	Disaster Relief Applications.
66B-2.007	Application Form. (Repealed)
66B-2.008	Project Eligibility.
66B-2.009	Project Administration.
66B-2.010	Project Agreement. (Repealed)
66B-2.011	Reimbursement.
66B-2.012	Accountability.
66B-2.013	Acknowledgement.
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects.
66B-2.015	Small-Scale Derelict Vessel Removal Projects.

66B-2.001 - Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 - Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 - Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the

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nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(13) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(14) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(15) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(16) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(17) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(18) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(19) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(20) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(21) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(22) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(23) "PROJECT SPONSOR" means an eligible governmental agency receiving

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program funds pursuant to an approved application.

(24) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(25) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(26) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(27) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08.

66B-2.004 - Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage

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management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and

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improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must demonstrate that the facility will utilize 50% or greater of the collected funds for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1). (2) FS. History--New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10.

66B-2.005 - Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (a thru f) Waterways Assistance Program Application Evaluation and Rating Worksheet (effective date 4-24-06); and 93-25 and 93-25 (a, b and c) Waterways Assistance Program Navigation Districts Application Evaluation and Rating Worksheet (effective date 4-24-06), hereby incorporated by reference and available from the District office.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share

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of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(7), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(8) and Rule 66B-2.008, F.A.C., and small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process.

(5) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can

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demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

(6) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(7) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must provide public navigation channel access to public launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

All other public navigation projects or project elements will only qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(8) Land Acquisition: All land acquisition projects shall qualify for a maximum of

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twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09.

66B-2.006 - Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Project and eligible Small-Scale Derelict Vessel Applications, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and 93-22a, Project Information - Navigation Related Districts (effective date 4-24-06) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, and the Small-Scale Derelict Vessel program, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. All applications for financial assistance and support through this program from navigation related districts shall be made on FIND Form Number 93-22 (effective date 4-24-06), hereby incorporated by reference and available from the District office, and shall include a detailed cost estimate submitted on FIND Form No. 90-25. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Application Review: Applications will be reviewed by the local FIND Commissioner before being submitted to the District office. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into

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compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(6) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(7) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(8) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application Evaluation and Rating Worksheets No. 91-25 (a thru f) for Waterways Assistance Program applications, and 93-25 (a, b and c) Waterways Assistance Program Navigation Related Districts applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06).

(9) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08.

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66B-2.0061 - Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 — Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, environmental mitigation and beach renourishment.

(a) ~~Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.~~

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;
9. Derelict Vessel Removal;
10. Waterways related environmental education programs and facilities;
11. Public fishing and viewing piers;
12. Public waterfront parks and boardwalks and associated improvements;
13. Waterways boating safety programs and equipment;
14. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and
15. Other waterway related projects.

part-acquisition
(2008) ←

✓ (b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway

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such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;
2. Restrooms for non-waterway users;
3. Roadways providing access to non-waterway users;
4. Parking areas for non-waterway users;
5. Utilities for non-waterway related facilities;
6. Lighting for non-waterway related facilities;
7. Project maintenance and maintenance equipment;
8. Picnic shelters and furniture;
9. Vehicles to transport vessels; and
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, and organizational conferences.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection;
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project;
 - c. Restoration of sites disturbed during the construction of an approved project;
 - d. Equipment costs.

park design - B&A \$90K

How many applications can we apply for?

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine law enforcement and other vessels are eligible for a maximum of \$30,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based

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Exhibit B

development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. Program funds to public marina projects shall not be utilized for replacement of the facilities if revenues generated by the facility are not allocated to the operation, maintenance and improvement of the public marina facility in accordance with subsection 66B-2.004(10), F.A.C.

(5) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10.

66B-2.009 — Project Administration.

The District will appoint a project manager who shall be responsible for monitoring

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the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement, prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category nor result in a reallocation of more than 35% of the approved funding of the project among project elements. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved.

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If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02.

66B-2.011 - Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and

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Exhibit B

cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History-New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02.

66B-2.012 - Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History-New 12-17-90, Formerly 16T-2.012, Amended 7-30-02

66B-2.013 - Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the

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District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90. Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 - Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06.

66B-2.015 - Small-Scale Derelict Vessel Removal Projects.

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Exhibit B

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$20,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Specific Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08.

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EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: City of North Bay Village
Project Title: Paul Vogel Community Park Seawall & Dock Replacement - Ph 1 Project #: DA-NBV-10-123

I hereby certify that the above referenced project Sponsor, as of October 01, 2011, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: Robert J. Daniels
Project Liaison Signature: [Signature]
Date: 9/20/11

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

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EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance		_____
All Funds Previously Requested	+	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (-10% unless final)	+	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	+	_____
Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT D (CONTINUED)
SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
---	--------------------	-------------------------------	-----------------------	---------------------------	----------------------

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "B" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

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EXHIBIT E
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "B" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 90-13
(Effective Date: 12-17-90, Revised 7-30-02)

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EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT

http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD

Oct 1-DEC 15 ___ ; Dec 15-Mar 1 ___ ; Mar 1-June 15 ___ ; June 15-Sep 1 ___
Report Due: (Dec 30) (March 15) (June 30) (Sep 15)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

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EXHIBIT G

ASSISTANCE PROJECT SCHEDULE

- OCTOBER 2010 - Project Agreement Executed, Project Initiates.
- DECEMBER 30, 2010 - First Quarterly Report Due.
- MARCH 15, 2011 - Second Quarterly Report Due.
- JUNE 30, 2011 - Third Quarterly Report Due.
- SEPTEMBER 15, 2011 - Fourth Quarterly Report Due.
- DECEMBER 30, 2011 - Fifth Quarterly Report Due.
- MARCH 15, 2012 - Sixth Quarterly Report Due.
- JUNE 30, 2012 - Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 1st, a request for a 1-year extension of the completion date of the project should be submitted with the quarterly report.

SEPTEMBER 01, 2012 - Closeout paperwork due.

SEPTEMBER 30, 2012 - District finishes processing closeout paperwork, performs project inspection and submits final reimbursement check with check presentation to sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit B, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit B may result in revocation of this agreement pursuant to Paragraph 13 of the project agreement.**

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EXHIBIT H

http://www.aicw.org/bids.ihtml?method=listByCat_id&bids.cat_id=4



11A(53)



FLORIDA INLAND NAVIGATION DISTRICT

September 27, 2011

COMMISSIONERS

S. NORMAN BRAY
CHAIR
NASSAU COUNTY

DONN R. COLEE, JR.
VICE-CHAIR
PALM BEACH COUNTY

GAIL KAVANAGH
TREASURER
ST. LUCIE COUNTY

NANCY J. FREEMAN
SECRETARY
VOLUSIA COUNTY

BRUCE D. BARKETT
INDIAN RIVER COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

MICHAEL D. MESIANO
DUVAL COUNTY

JONATHAN S. NETTS
FLAGLER COUNTY

JERRY H. SANSOM
BREVARD COUNTY

DAVID K. ROACH
EXECUTIVE DIRECTOR

MARK T. CROSLY
ASSISTANT EXECUTIVE DIRECTOR

Ralph Rosado, AICP, CNU-A
Director of Urban Planning and Grants Services
Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce de León Blvd., Suite 900
Coral Gables, Florida 33134

RE: Paul Vogel Community Park Seawall & Dock Replacement - Ph
I; Project # DA-NBV-10-123

Dear Mr. Rosado:

Enclosed is your original copy of the fully executed Project Agreement for the above referenced projects. Please note the reporting requirements and project requirements referenced in this agreement.

Please contact me if I can be of any further assistance.

Sincerely,

Mark Crosley
Assistant Executive Director

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re: FIND Contract
Ralph's copy

RESOLUTION NO: 2010-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, FOR ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; SETTING AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER FRANK RODRIGUEZ)

WHEREAS, the City of North Bay Village is interested in carrying out the following described project for the enjoyment of the citizenry of North Bay Village and the State of Florida;

Project Title:	Dr. Paul Vogel Community Park Seawall and Dock Replacement, Phase I
Total Estimated Cost:	\$110,000
Brief Description of Project:	Design, engineering, permitting and bidding of 160 linear feet of seawall and 625 square feet of dock structures along the water's edge at the City's community park

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH BAY VILLAGE that the project described above be authorized,

AND, be it further resolved that said City of North Bay Village make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said City of North Bay Village,

AND, be it further resolved by the City of North Bay Village that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

11A(55)

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto, unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said City of North Bay Village for public use.

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

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

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

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City Commission of North Bay Village at a legal meeting held on the 13th this day of April 2010.

Section 1: Effective Date. That this Resolution shall take effect immediately upon adoption.

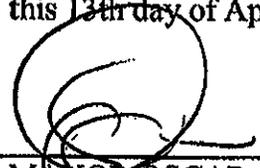
The motion to adopt the foregoing Resolution was offered by Mayor Oscar Alfonso, seconded by Commissioner George A. Kane.

11A(56)

FINAL VOTE AT ADOPTION:

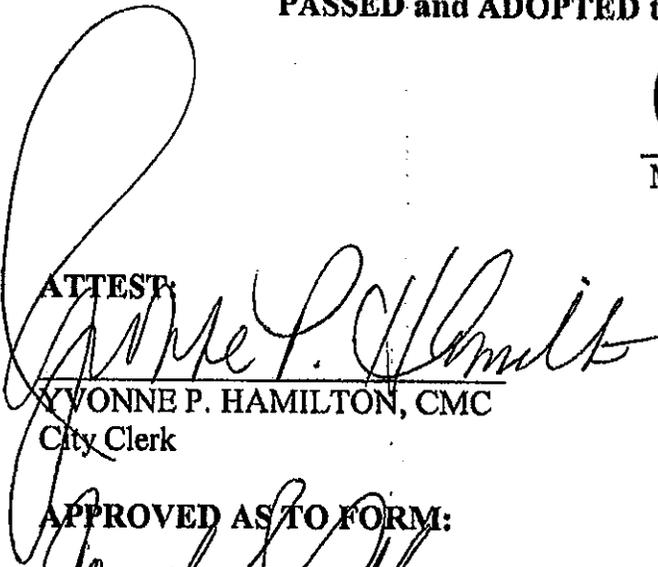
Mayor Oscar Alfonso	<u>Yes</u>
Vice Mayor Reinaldo Trujillo	<u>Yes</u>
Commissioner George A. Kane	<u>Yes</u>
Commissioner Frank Rodriguez	<u>Yes</u>
Commissioner Paul Vogel	<u>Yes</u>

PASSED and ADOPTED this 13th day of April, 2010.



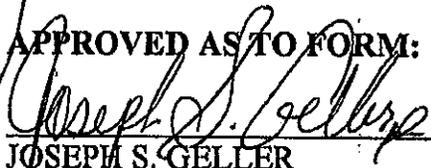
MAYOR OSCAR ALFONSO

ATTEST:



YVONNE P. HAMILTON, CMC
City Clerk

APPROVED AS TO FORM:



JOSEPH S. GELLER
City Attorney

City of North Bay Village Resolution: Assistance under the Florida Inland Navigation District Waterway Assistance Program for Dr. Paul Vogel Community Park Seawall and Dock Replacement, Phase I.

11A(57)



FLORIDA INLAND NAVIGATION DISTRICT

August 2, 2011

COMMISSIONERS

S. NORMAN BRAY
CHAIR
NASSAU COUNTY

DONN R. COLEE, JR.
VICE-CHAIR
PALM BEACH COUNTY

GAIL KAVANAGH
TREASURER
ST. LUCIE COUNTY

NANCY J. FREEMAN
SECRETARY
VOLUSIA COUNTY

BRUCE D. BARKETT
INDIAN RIVER COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

MICHAEL D. MESIANO
DUVAL COUNTY

JONATHAN S. NETTS
FLAGLER COUNTY

JERRY H. SANSOM
BREVARD COUNTY

DAVID K. ROACH
EXECUTIVE DIRECTOR

MARK T. CROSLY
ASSISTANT EXECUTIVE DIRECTOR

Ralph Rosado, AICP, CNU-A
Director of Urban Planning and Grants Services
Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134

RE: Paul Vogel Community Park Seawall & Dock Replacement - Ph
I; Project # DA-NBV-10-123

Dear Mr. Rosado:

Enclosed, for signature, are two original project agreements for your approved Waterways Assistance Program project for fiscal year 2010-2011. Once they have been executed, please return **both** originals to me for execution by the District. When returning the agreements, you **MUST include an executed Exhibit C, Matching Funds Form.** DO NOT SEPARATE THE ATTACHMENTS FROM THE AGREEMENT. Incomplete agreements will not be executed.

I will return one fully executed complete original agreement to you for your files. Please be sure to refer to the listed project number in all future correspondence and communication regarding this project. Should you have any questions please contact me.

Sincerely,

Mark Crosley
Assistant Executive Director

11A(58)

Expires Sept 1, 2012



FLORIDA INLAND NAVIGATION DISTRICT

September 27, 2011

COMMISSIONERS

S. NORMAN BRAY
CHAIR
NASSAU COUNTY

DONN R. COLEE, JR.
VICE-CHAIR
PALM BEACH COUNTY

GAIL KAVANAGH
TREASURER
ST. LUCIE COUNTY

NANCY J. FREEMAN
SECRETARY
VOLUSIA COUNTY

BRUCE D. BARKETT
INDIAN RIVER COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

MICHAEL D. MESIANO
DUVAL COUNTY

JONATHAN S. NETTS
FLAGLER COUNTY

JERRY H. SANSOM
BREVARD COUNTY

DAVID K. ROACH
EXECUTIVE DIRECTOR

MARK T. CROSLY
ASSISTANT EXECUTIVE DIRECTOR

Ralph Rosado, AICP, CNU-A
Director of Urban Planning and Grants Services
Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134

RE: Paul Vogel Community Park Seawall & Dock Replacement - Ph
I; Project # DA-NBV-10-123

Dear Mr. Rosado:

Enclosed is your original copy of the fully executed Project Agreement for the above referenced projects. Please note the reporting requirements and project requirements referenced in this agreement.

Please contact me if I can be of any further assistance.

Sincerely,

Mark Crosley
Assistant Executive Director

11A(59)



FLORIDA INLAND NAVIGATION DISTRICT

August 2, 2011

COMMISSIONERS

S. NORMAN BRAY
CHAIR
NASSAU COUNTY

DONN R. COLEE, JR.
VICE-CHAIR
PALM BEACH COUNTY

GAIL KAVANAGH
TREASURER
ST. LUCIE COUNTY

NANCY J. FREEMAN
SECRETARY
VOLUSIA COUNTY

BRUCE D. BARKETT
INDIAN RIVER COUNTY

J. CARL BLOW
ST. JOHNS COUNTY

E. TYLER CHAPPELL
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
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MICHAEL D. MESIANO
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JONATHAN S. NETTS
FLAGLER COUNTY

JERRY H. SANSOM
BREVARD COUNTY

DAVID K. ROACH
EXECUTIVE DIRECTOR

MARK T. CROSLY
ASSISTANT EXECUTIVE DIRECTOR

Ralph Rosado, AICP, CNU-A
Director of Urban Planning and Grants Services
Corzo Castella Carballo Thompson Salman, P.A. (C3TS)
901 Ponce de Leon Blvd., Suite 900
Coral Gables, Florida 33134

RE: Paul Vogel Community Park Seawall & Dock Replacement - Ph
I; Project # DA-NBV-10-123

Dear Mr. Rosado:

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I will return one fully executed complete original agreement to you for your files. Please be sure to refer to the listed project number in all future correspondence and communication regarding this project. Should you have any questions please contact me.

Sincerely,

Mark Crosley
Assistant Executive Director

11A(60)

Grace Morales

From: Walfry Pevida
Sent: Tuesday, May 01, 2012 3:58 PM
To: Grace Morales; Angela Bernace
Cc: Luis Tellechea
Subject: FW: marrietta schedule
Attachments: marrietta Outline for Proposal.docx

Attached is the outline for Marietta.

Luis plans to use Jackie for all the exhibits. He will need your help on the following:

- Cover, tabs,
- Binders (custom for Section 1 only)
- Plans 11x17 can be screw posts with a cover. Custom binder not required.
- Need one rendering from Martin on the bridge construction (see Luis)

From: Luis Tellechea
Sent: Monday, April 30, 2012 10:14 AM
To: Ernesto Fabregas; John M. Hansen; William Anderson; Erik Salgado; Michael L. Dinardo; Jodi Rano; Mustapha Abboud
Cc: Walfry Pevida; Judson Fohr
Subject: marrietta schedule

Attached is our preliminary outline for the Marietta interchange project.

I will be sending updates to the outline as we get them.

Below is the schedule that was set up by LANE for submittals:

Draft technical proposal due to me by Sunday May 13, 2012 12:00 noon.

Comments to the draft technical proposal will be complete by May 15, 2012 at 3:00 pm

Final comments addressed due to me by May 16, 2012 at 5:00 pm.

Plans for the technical proposal will need to be complete by May 17, 2012 by 5:00 pm

Luis Tellechea Jr., P.E.
Senior Highway Engineer/Project Manager

Corzo Castella Carballo Thompson Salman, P.A.

11315 Corporate Blvd., Suite 105
Orlando, Florida 32817
Phone: 407-823-8966 (Ext 202)
email LuisT@c3ts.com

11A(61)

SECTION

15 Pages

- 1.0 Summary of Preliminary Plans
- 2.0 Design (20 points) – 7 pages
 - 2.1 Introduction – Project Need
 - 2.2 Understanding of the Project – general project description, our efforts
 - 2.3 Design Elements
 - 2.3.1 Approved ATC's (1,2,3,4)
 - 2.3.2 Roadway
 - 2.3.3 Drainage design
 - 2.3.4 Structures
 - 2.3.5 Lighting
 - 2.3.6 Signing and Pavement markings
 - 2.3.7 Signalization Plans
 - 2.3.8 Summary of Innovative Concepts
 - 2.3.9 Design Coordination & Plans Preparation Schedule
 - 2.3.10 Construction Coordination Plan Minimizing Design Changes
 - 2.3.11 Design considerations that will reduce the intensity and duration of noise and vibrations
 - 2.3.12 Utility Coordination Plan
 - 2.3.13 JEA Utility Design
 - 2.4 Geotechnical Investigations
 - 2.4.1 Geotechnical investigation plan
 - 2.4.2 Ground improvement plan
 - 2.4.3 Section VI.B Geotechnical Services
 - 2.4.4 Test Load Program
- 3.0 Maintenance of Traffic (10 points) – 2 pages
 - 3.1 General discussion – goals
 - 3.2 Hammond Blvd MOT
 - 3.3 I-10 MOT
 - 3.4 Side Roads
 - 3.5 Property access during construction
- 4.0 Construction Methods (20 points) – 4 pages LANE
 - 4.1 Traffic, Work Zone Management and Worker Safety
 - 4.2 Minimize visual, noise, vibration and dust impacts
 - 4.3 Minimize utility conflicts
 - 4.4 Working within CSX R/W and coordination with CSX
 - 4.5 Exceed minimum material requirement
 - 4.6 Minimize impacts to property owners
 - 4.7 Methods to minimize environmental impacts
 - 4.8 Mitigate impacts to other projects
- 5.0 Environmental Impacts (5 points) – 1 page (written) C3TS
 - 5.1 Compliance with issues
 - 5.2 Impacts to the Environment
 - 5.3 How to mitigate
 - 5.4 How to minimize impacts

11A(62)

6.0 Value Added (5 points) – 1 page (written)

LANE/C3TS

6.1 Section V, Project Requirements and Provisions for Work

7.0 Schedule (10 points) Not part of Page Count –

LANE

7.1 Design & Construction critical path Section

SECTION 8: DESIGN SUPPORT DOCUMENTS

- Roadway Design alignment (plan/profile)
- Drainage calculations
- Structures calculations
- MSE wall calculations
- Noise wall calculations

SECTION 9: PRELIMINARY PLANS

Roll Plots

- Key Sheet
- Plan and Profiles (Line and grade) (Marietta Interchange and I-295)
- MOT Plans (3 Phases)
- Utility Adjustments
- Signing and Pavement Markings
- Lighting Plans

11x17 Plans

- Key Sheet
- Drainage Map
- Typical Sections (include Pavement Design)
- Roadway Cross Sections
- Pond Details
- Structures Plans (30%)
 - Hammond Blvd
 - MSE Walls
 - Sound walls
- Miscellaneous

Exhibits: 10 pages, 11x17 (count as 2 pages)

- 1) ATC #1 or #3 (11x17) 1 page
- 2) C3TS Profile vs Concept profile (11x17) 2 pages
- 3) Drainage Concept plans/C3TS plans (11x17) 2 pages
- 4) Summary of innovative aspects (8 ½ x 11) 1 page
- 5) Structures exhibit (8 ½ x11) 1 page
- 6) Key environmental issues (8 ½ x11) 1 page
- 7) Stakeholders (8 ½ x11) 1 page
- 8) MOT Hammond bridge (8 ½ x11) 1 page

11A(63)



MEMORANDUM

DATE: 4/30/12
TO: City of North Bay Village Mayor, Commission, City Manager, and Clerk
FROM: Ralph Rosado, Director of Urban Design and Neighborhood Revitalization
SUBJECT: FIND Grant Application: Baywalk Plaza Area - Phase I (Design & Permitting)

We are in the process of applying for a grant from the Florida Inland Navigation District (FIND) statewide taxing district for assistance for "Phase I" work (i.e. design and permitting) for the eastern plaza area of North Bay Village's proposed Baywalk. In order to receive funding, we must present them with a commission resolution that demonstrates the city's intent to complete the design and permitting process by seeking funding from FIND.

The estimated cost of the design and permitting work for the Baywalk plaza area is \$100,500. This means that if awarded, the assistance will come in the form of \$50,250, which should be matched dollar-for-dollar with city funds. If awarded, match dollars would not need to be available until the city's next fiscal year.

The break down of those costs is as follows:

Project Elements	Estimated Cost	Applicant Cost	FIND Cost
Design	\$70,000	\$35,000	\$35,000
Permitting	\$30,500	\$15,250	\$15,250

**** TOTALS =** **\$ 100,500** **\$50,250** **\$50,250**

Should you have any questions, please do not hesitate to contact me.

11B(1)

CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A.

901 Ponce De Leon Boulevard, Suite 900, Coral Gables, Florida 33134 Telephone No.:(305)445-2900 Facsimile No.:(305)774-6277
Architects Engineers Planners

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2012 WATERWAYS ASSISTANCE PROGRAM FOR NORTH BAY VILLAGE BAYWALK PLAZA AREA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, The City of North Bay Village (the "City") desires to carry out the design and permitting for the North Bay Village Baywalk Plaza Area (the "Project"), as described in the proposal attached hereto as Exhibit "A", and briefly summarized below for the enjoyment of the citizenry of the City and the State of Florida:

Project Title: North Bay Village Baywalk Plaza Area, Phase I

Total Estimated Cost: \$100,500.00. Half the costs, \$50,250, would be funded by the FIND program, if a grant is awarded. The other half, \$50,250, would be funded by the City of North Bay Village, possibly via other grant programs.

Brief Description of Project:

The City of North Bay Village (NBV) consists of three islands (Harbor, North Bay, and Treasure Islands), and it links the cities of Miami and Miami Beach within Miami-Dade County. The North Bay Village Baywalk is a proposed 3,400-linear-foot boardwalk running along the northern border of Treasure Island. The overall project will include boat docking facilities, opportunities for outdoor seating and recreation, open space, and gazebos. This public boardwalk project is unique within Miami-Dade.

The current application is for Phase I of the project, which means that it is for design and permitting of the Baywalk project. Construction funding would be sought through future applications.

11B(2)

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

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

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

Section 2. Project Authorization. The Project, as attached hereto and incorporated herein as Exhibit "A", is authorized.

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

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

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the Project, and that it will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the Project and that the project will be operated and maintained at the expense of said City of North Bay Village for public use.
4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

11B(3)

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

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

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____
Commissioner Paul Vogel _____

PASSED AND ADOPTED this ____ day of ____, 2012.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

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

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

11B(4)

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the City of North Bay Village at a legal meeting held on this _____ day of _____ 2012.

Attest

Signature

Title

Title

11B(5)



City of North Bay Village

Administrative Offices

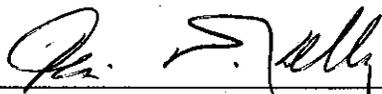
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

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

MEMORANDUM City of North Bay Village

DATE: May 3, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA APPROVING THE SUBMITTAL OF AN APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT 2012 WATERWAYS ASSISTANCE PROGRAM FOR THE NORTH BAY VILLAGE BAYWALK PLAZA AREA; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DK:yph

11B(6)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

ATTACHMENT E-1

WATERWAYS ASSISTANCE PROGRAM FY 2012
PROJECT APPLICATION
APPLICANT INFORMATION - PROJECT SUMMARY

Applicant: City of North Bay Village

Department: Public Works

Project Title: North Bay Village Baywalk Plaza Area, Phase I

Project Director: Sam Zamacona Title: Director of Public Works

Project Liaison Agent (if different from above): Ralph Rosado

Liaison Agent Title: Director of Planning and Grants Services

Address: 901 Ponce de Leon Blvd #900

Coral Gables, FL

Zip Code: 33134

Telephone: 305.445.2900x2240 Fax: 305.774.6277

Email: rosado@c3ts.com

***** I hereby certify that the information provided in this application is true and accurate. ****

SIGNATURE: _____

DATE: _____

PROJECT SUMMARY NARRATIVE (Please summarize the project in 2 paragraphs or less.)

The City of North Bay Village (NBV) consists of three islands (Harbor, North Bay, and Treasure Islands), and it links the cities of Miami and Miami Beach within Miami-Dade County. The North Bay Village Baywalk is a proposed 3,400-linear-foot boardwalk running along the northern border of Treasure Island. The overall project will include boat docking facilities, opportunities for outdoor seating and recreation, open space, and gazebos. This public boardwalk project is unique within Miami-Dade.

The current application is for Phase I of the project and consists of the construction of two plaza areas at the base of the bridge that links North Bay Village to Miami Beach, at NBV's easternmost area. This section will be the first area in Treasure Island's history that will offer public access to the Intracoastal Waterway/Biscayne Bay and will serve as a gathering location for the overall Baywalk project.

Form No. 90-22

New 12/17/90, Rev. 07-30-02, 08-28-06

11B(7)

Agenda F

ATTACHMENT E-2.
APPLICATION CHECKLIST 2012
 (To be completed by the Applicant)

This checklist and the other items listed below in items 1 through 14 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

Two (2) copies of your application are required. One original and one electronic copy.

All information (except maps) is required to be on 8 1/2" x 11" paper.

Maps and drawings may be on 8 1/2" x 14" paper and folded to 8 1/2" x 11" so that they may be included to hole punch and bound by staff.

	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 01) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)	TSC	_____
2. Applicant Info/Project Summary – E-1 (Form No. 90-22, 1 page) (Form must be completed and signed)	✓	_____
3. Application Checklist – E-2 (Form No. 90-26, 2 pages) (Form must be signed and dated)	✓	_____
4. Project Information – E-3 (Form No. 90-22a, 1 page)	✓	_____
5. Project Evaluation and Rating – E-4(+) (Form No. 91-25) (Form must be completed, proper attachment included) (No signatures required)	✓	_____
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	✓	_____
7. Official Resolution Form – E-6 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	✓	_____
8. Attorney's Certification (Land Ownership) – E-7 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	✓	_____

11B(8)

ATTACHMENT E-2 (Continued)

APPLICATION CHECKLIST
(To be completed by the Applicant)

- | | | | |
|-----|---|-------------------------------------|-------|
| 9. | Project Timeline – E-8 (Form No. 96-10, 1 page) | <input checked="" type="checkbox"/> | _____ |
| 10. | County Location Map | <input checked="" type="checkbox"/> | _____ |
| 11. | City Location Map (if applicable) | <input checked="" type="checkbox"/> | _____ |
| 12. | Project Boundary Map | <input checked="" type="checkbox"/> | _____ |
| 13. | Clear & Detailed Site Development Map | <input checked="" type="checkbox"/> | _____ |
| 14. | Copies of all Required Permits
(Required of development projects only) | <input checked="" type="checkbox"/> | _____ |

The undersigned, as applicant, acknowledges that Items 1 through 13 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, April 02, 2012. By June 01, 2012 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 14 is due to the District no later than the final TRIM Hearing in September 2012. If the information in Item 14 is not submitted to the District office by the District's final TRIM hearing in September 2012, I am aware that my application will be removed from any further funding consideration by the District.

APPLICANT: City of North Bay Village APP. TITLE: North Bay Village Baywalk Plaza Area, Phase I

** SIGNATURE - APPLICANT'S LIAISON **

DATE

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

Form No. 90-26 - New 9/2/92, Revised 07-30-02.

11B(9)

ATTACHMENT E-3 - PROJECT INFORMATION 2012

APPLICANT: City of North Bay Village APPLICATION TITLE: North Bay Village Baywalk Plaza Area, Phase I

Total Project Cost: \$ 100,600 FIND Funding Requested: \$ 60,250 % of total cost: 60

Amount and Source of Applicants Matching Funds: \$50,250 in City Funds

Other (non-FIND) Assistance applied for (name of program and amount) None

Ownership of Project Site (check one): Own: Leased: X Other:

If leased or other, please describe lease or terms and conditions: 30-year lease from FDOT

Once completed, will this project be insured against damage? Yes Explain: The City will maintain insurance under its General Liability

Insurance

Has the District previously provided assistance funding to this project or site? No

If yes, please list:

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): There is currently no public access to Bluewater Bay on the island (Treasure Island) of North Bay Village.

How many additional ramps, slips, parking spaces or other public access features will be added by the completion of this project? (as applicable): Upon completion of the entire Baywalk project, the public will have access to the MHC on the island through two (2) landscaped boardwalks connecting the Kennedy Causeway and the surrounding properties to the bay. Phase I of the project will provide 10,000 square feet of open space and 90 feet of water frontage.

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation: There are no fees for use of the project.

Please list all Environmental Resource Permits required for this project:

Agency	Yes/No/N/A	Date Applied For	Date Received
WMD	No	_____	_____
DEP	No	_____	_____
ACOE	No	_____	_____
COUNTY/CITY	No	_____	_____

11 BC10)

**ATTACHMENT E-4
WATERWAYS ASSISTANCE PROGRAM
APPLICATION EVALUATION AND RATING WORKSHEET**

The applicant is to complete this worksheet by entering the project title, applicant name and answers to the applicable questions. ****Do not answer with more than three sentences.****

All applicants must answer a total of ten questions. All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6.

Each applicant will then complete one and only one sub-Attachment (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type in reference to Attachment C. The applicant should determine their project type (if the project incorporates more than one project type) by determining which project type is dominant in terms of project cost.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

APPLICATION TITLE: North Bay Village Baywalk Plaza Area, Phase I

APPLICANT: City of North Bay Village

CATEGORY & RATING POINTS AVAILABLE	RATING POINTS	EVALUATION CRITERIA
------------------------------------	---------------	---------------------

1) PRIORITY LIST:

- a) List the priority list category of this project from Attachment C in the application. (The application may only be of one type based upon the predominant cost of the project elements)

(12) Public Waterfront Boardwalk

- b) Explain how the project fits this priority category.

This project will ultimately provide 3,400 linear feet of Baywalk (boardwalk) for public use.

(For reviewer only)

Max. Available Score

Range of Score (0 to 3 points)

11B(11)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project directly relates to the ICW and the mission of the Navigation District.**

Upon completion, the overall Baywalk project will provide public access to approximately 3,400 linear feet (or 2/3 of a mile) of public waterfront access along the Intracoastal Waterway/Biscayne Bay to be enjoyed by residents and visitors alike. This project offers waterfront accessibility to the 95% of residents that do not live on the waterfront or have access by boat. Additionally, this section of Baywalk is located within the City's commercial and entertainment district and will be programmed for events that are open to the public. Never before has North Bay Village had a public waterfront venue on the Intracoastal Waterway on Treasure Island.

How does the project benefit public navigation or access to the ICW or adjoining waterways?

This project will provide public access to the waterfront for thousands of residents and visitors per year where currently there is no public access. Additionally, boat slips will be constructed (in subsequent phases) to encourage boat travel to the Baywalk to enjoy Baywalk Events and businesses located within North Bay Village.

*(For reviewer only)
(0-6 points)*

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified?**

The Baywalk will have signage designating it as a public use and will be featured as such on the city's website. The City will program free community events to attract thousands of people to the waterfront.

- b) Discuss the regional and local public benefits and access to be provided by the project.**

This project provides daily access to the waterfront via the Baywalk and the public boat slips. This specific section of the Baywalk will serve as the waterfront venue for at least five free events that will not only attract residents but tourists as well while increasing the tourism dollars to the area.

- c) Estimate the amount of total public use.**

Upon completion of the Baywalk corridor, the City anticipates an average daily use of approximately 500 people per day or approximately 175,000 people per year. Additionally, the five planned community events will bring 30,000 to 40,000 visitors per year.

- d) Can residents from other counties of the District reasonably use the project? Explain.**

The Baywalk and the public boat slips will be open to all residents and visitors to use and enjoy.

*(For reviewer only)
(0-8 points)*

UB(12)

4) TIMELINESS

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.

Phase I of the project is located on FDOT property at the base of the bridge that links North Bay Village with Miami Beach. The city has negotiated a long-term lease with FDOT. FDOT will be the permitting agency, and the city has already established a strong working relationship with FDOT. The three islands of North Bay Village are linked by the Kennedy Causeway, which is otherwise known as State Road 934; the city is currently successfully undertaking a number of improvements to the road in partnership with FDOT.

During the summer of 2009 the city selected a design-build team (with C3TS as the design firm and M. Vila & Associates as the builder) to design and construct assorted improvements to the Kennedy Causeway area, including roadway improvements and the boardwalk. The roadway improvements are well-underway, and the conceptual design of the boardwalk is complete. With FIND funding, the city can initiate and complete the construction documents and actual construction of Phase I.

- b) Briefly explain any unique aspects of this project that could influence the project timeline.

No unique aspects of this project are expected to influence the timeline.

(For reviewer only) (0-3 points)

5) COSTS & EFFICIENCY:

- a) List any additional funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

The City will invest \$50,250 from its operating budget for this project. The city will also pursue supplemental grant funding.

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

Due to the fact that the Baywalk is a public asset which is open for community events, the city has specified materials that will hold up to use by large crowds. That includes the use of concrete light post, concrete walking surfaces, and heavy gauged aluminum rail. These materials are typically more costly but also more durable and require less maintenance than other, more basic materials.

- c) Describe any methods to be utilized to increase the cost efficiency of this project.

The products and materials specified for this project are anticipated to achieve a minimum 50-year life span. The initial cost is higher, but the overall cost of maintenance and replacement is significantly less over the life cycle.

- d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project

110(13) 4

please provide a listing of the fees charged by similar facilities, public and private, in the project area.

No fees are anticipated.

(For reviewer only)
(0-6 points)

6) PROJECT VIABILITY:

a) Does the project fill a specific need in the community?

This project fulfills the community's desire to have access to the waterfront. Approximately 95% of the city's residents do not own waterfront homes or have waterfront access. This project will provide those residents and visitors to the community access to 3,400 linear feet of the Intracoastal Waterway.

b) Clearly demonstrate how the project will continue to be maintained after District funding is completed.

This specific section at North Bay Village will be maintained in perpetuity by the City of North Bay Village.

c) Will the program result in significant and lasting benefits? Please describe any environmental benefits associated with this project.

This project will forever provide public access to the waterfront where residents and visitors will have the opportunity to interact and learn about the various marine life and habitat. This Baywalk project will include signs telling the story of the history of the Intracoastal and will educate the public about the marine habitat and wildlife along the waterfront corridor.

(For reviewer only)
(0-7 points)

SUB-TOTAL _____

FIND FORM NO. 91-25

(Effective Date: 3-21-01, Revised 4-24-06)

11B(14)

ATTACHMENT E-4A

WATERWAYS ASSISTANCE PROGRAM

APPLICATION EVALUATION AND RATING WORKSHEET

DEVELOPMENT & CONSTRUCTION PROJECTS

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT

CATEGORY & RATING POINTS AVAILABLE	RATING POINTS	EVALUATION CRITERIA
------------------------------------	---------------	---------------------

7) PERMITTING:

- a) Have all required environmental permits been applied for? If permits are NOT required, explain why not.

The only permits required are from FDOT. The city has already begun to work with FDOT to secure them.

- b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work.

The only permits required are from FDOT. The city has already begun to work with FDOT to secure them. FDOT would have to approve construction documents for the project. The design-build team that would design and build the boardwalk has been working with FDOT for approximately 18 months on assorted improvements to the Kennedy Causeway that runs the length of NBV, as the causeway also is under the purview of FDOT.

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

None known or anticipated.

(For reviewer only)
(0-4 points)

11B(15)

8) PROJECT DESIGN:

- a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

Conceptual design work for the entire length of the Baywalk is completed, and a series of public meetings approving the design have been held. Permitting for Phase I is underway with FDOT.

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, decrease environmental impacts, improve water quality or reduce costs?**

Ultimately, public access to the Baywalk will occur through access on FDOT (ie public) property, via easements that the city has established at five locations along the Baywalk route, and via boat access.

No negative environmental impacts are expected with this project.

Life-cycle cost is reduced by using construction materials that maintain a 50-year life-cycle.

(For reviewer only)
(0-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques to be utilized for this project.**

- Storm water drainage and connection to the North Bay Village site storm water drainage system
- Stackable block retaining wall with tabby concrete paving for the Baywalk surface.
- Aluminum railing along new bulkhead.
- Install landscaping and irrigation.
- Install site lighting, benches, bike racks, and trash receptacles.

- b) **How are the construction techniques utilized appropriate for the project site?**

This section of the Baywalk will not require any unusual construction techniques.

- c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

We do not anticipate any unusual construction techniques. The techniques to be utilized are standard for this type of project.

(For reviewer only)
(0-3 points)

11B(16)

10) CONSTRUCTION MATERIALS:

- a) List the materials to be utilized for this project. What is the design life of the proposed materials?

The Baywalk walkway will be constructed with a concrete finish. This material has been used throughout similar projects located in other areas of the State and is anticipated to last a minimum of 50 years. The rails are structural aluminum with a marine finish and a life cycle of approximately 30 years. Light posts are polished concrete with a 50-year life cycle.

- b) Describe any recyclable material to be utilized. How does the recyclable material (if any) compare to other available material?

Recycled crushed concrete will be used for the sub-base for the Baywalk.

- c) Identify any unique construction materials that may significantly alter the project costs.

None.

(For reviewer only) (0-3 points)

**RATING
POINT
TOTAL** _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 0 points. A score of 35 points or more is required to be considered for funding.)

Form No. 91-25A
(Effective Date: 3-21-01, revised 4-24-06)

11B(17)

**WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.**

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OSCAR H. YOUNG

ATTACHMENT E-7

**ATTORNEY'S CERTIFICATION OF TITLE
(Rule 66B-2.006(4) & 2.008(2) FAC)**

Florida Inland Navigation District
Waterways Assistance Program

March 30, 2011

RE: Waterways Assistance Program FY 2011
North Bay Village Baywalk-Phase I (the "Baywalk")

TO WHOM IT MAY CONCERN:

I am the City Attorney for the City of North Bay Village, Florida (the "City") and prepared Resolution No. 2011-13 (included within this application) approved by the City Commission authorizing submittal of the FIND application.

This particular FIND grant application is for Phase I of the overall North Bay Village Baywalk project. Phase I of the Baywalk specifically refers to those proposed improvements on the land located within the City at the base of the bridge that links it to the City of Miami Beach. This land, as well as the John F. Kennedy Causeway that runs the length of the City from west to east and the right-of-way that surrounds it, belong to and are under the jurisdiction of the Florida Department of Transportation (the "FDOT"). The City is currently undertaking improvements to this roadway, with FDOT's review and permission. Phase I of the Baywalk would undergo similar review and permitting. We have initiated contact with FDOT and expect, by June 1st of this year, to have FDOT's formal permission via Interlocal

11B(19)

Agreement or other binding legal document to submit construction documents for the Baywalk related improvements on this site. The FDOT documents will be submitted to FND to supplement the application.

Should you have any questions, please do not hesitate to contact me at (305) 854-0800.



Nina L. Bonlake
City Attorney

cc: Robert Pushkin, City Manager

WEISS SEBOTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

11B(20)

ATTACHMENT E-8

WATERWAYS ASSISTANCE PROGRAM 2012

PROJECT TIMELINE

Project Title: North Bay Village Baywalk Plaza Area, Phase I

Applicant: City of North Bay Village

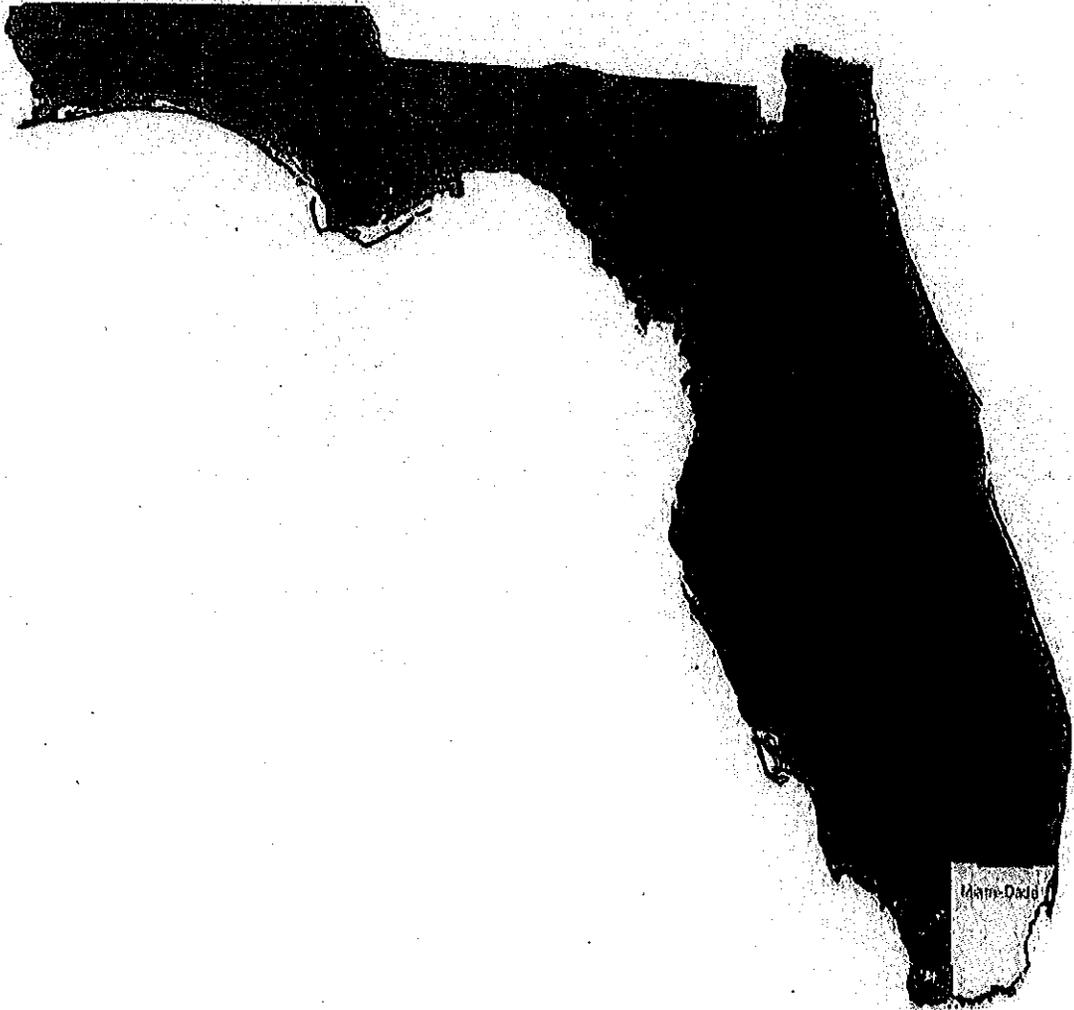
The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

8/1/09	Selection of M. Vila/C3TS design-build team to design and build Kennedy Causeway Improvements, including Baywalk
12/1/12	Conceptual design approval by FDOT of Phase I
6/1/2013	Finalize Phase I construction documents for permitting
12/1/13	FDOT electrical, mechanical, etc permits secured
1/15/14	Mobilize on site
4/15/14	Construction/installation of walkways, crosswalk, site furnishings, landscaping, irrigation, railings, lighting
5/15/14	Construction completed and ribbon-cutting held

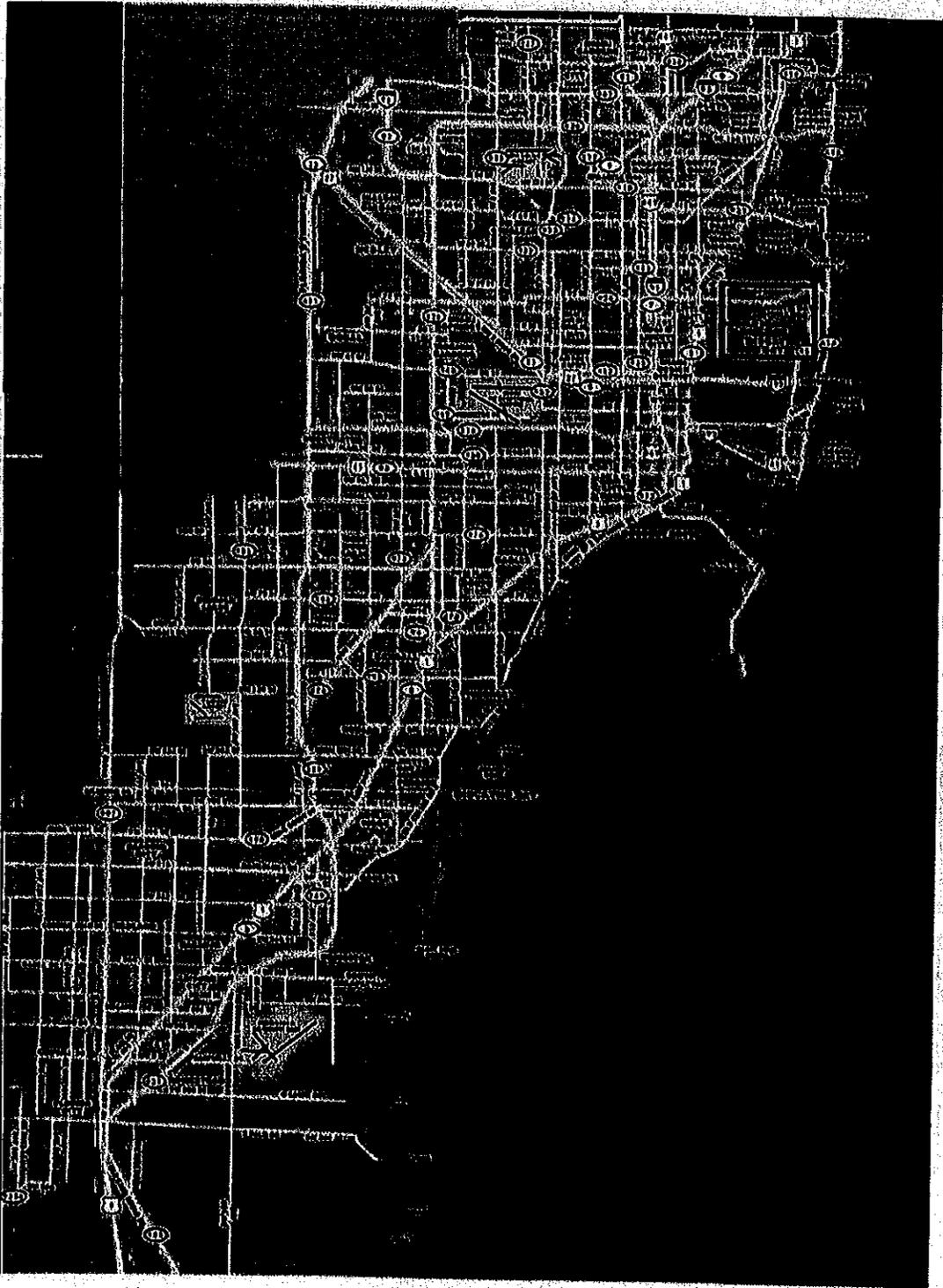
11B(21)

Miami-Dade County

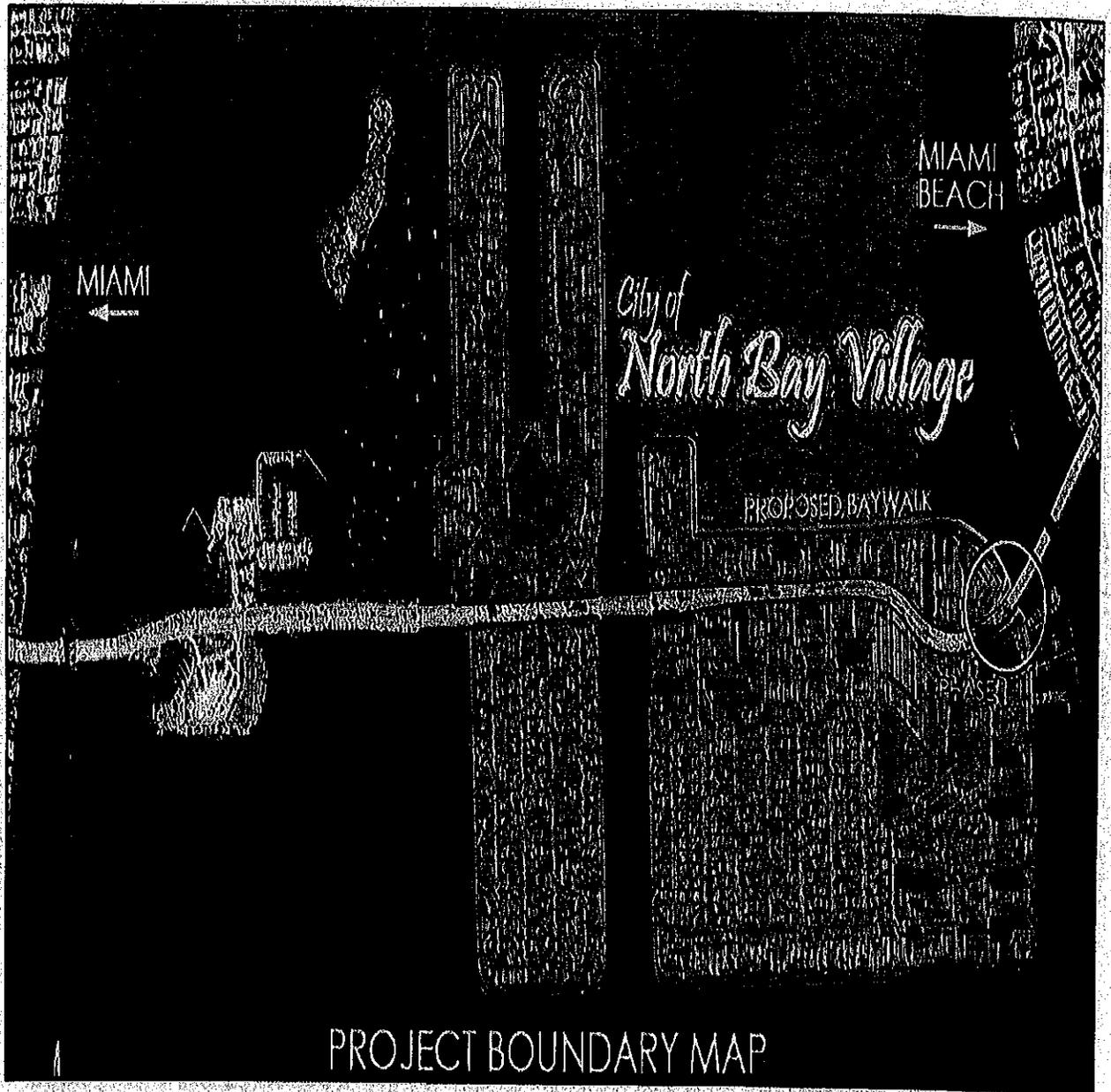


11B(22)

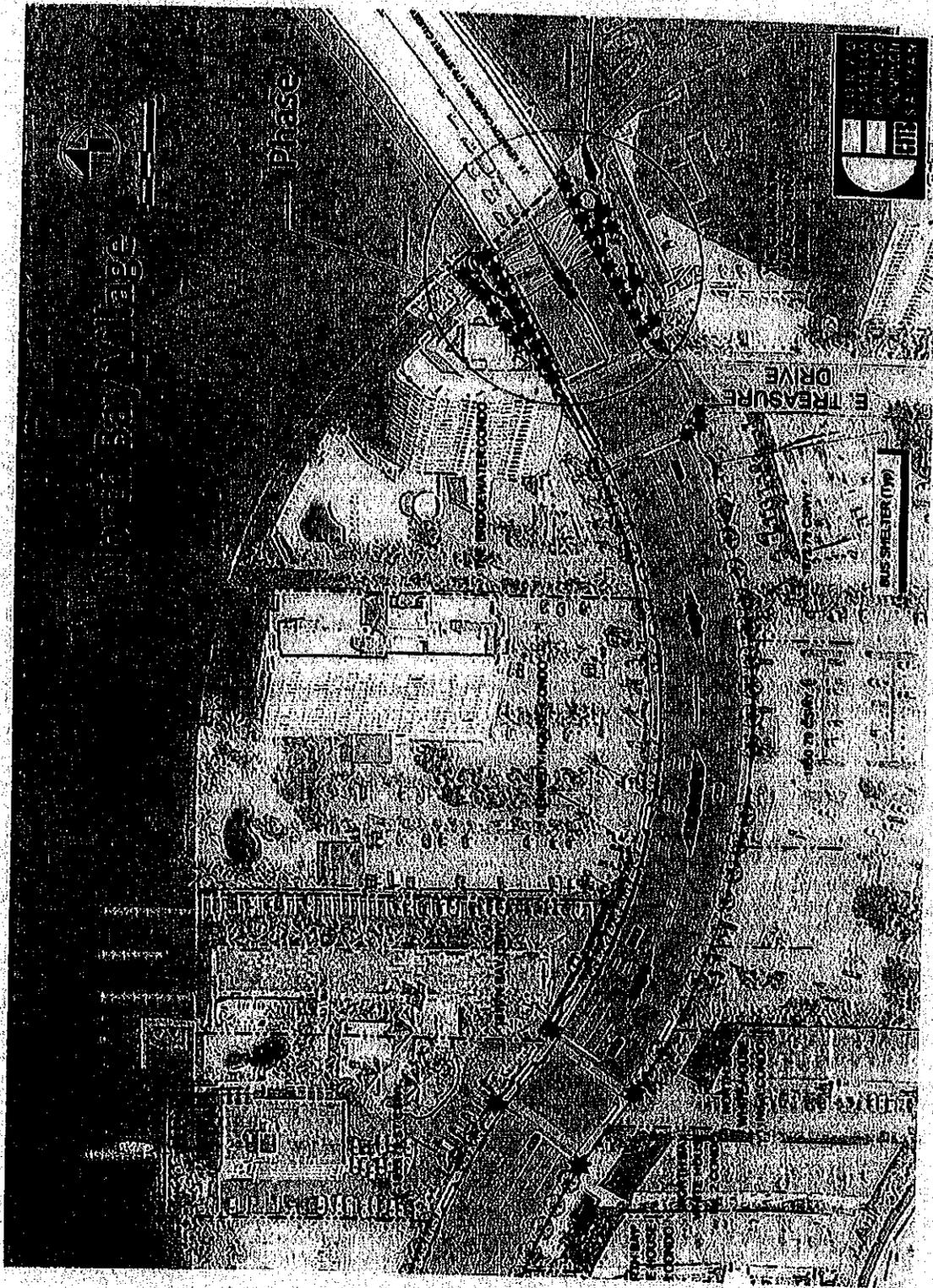
Miami-Dade County



11B(23)



11B(24)



11B(25)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LEASE AGREEMENT

578-060-33
RIGHT OF WAY
OGC - 0409

ITEM/SEGMENT NO.: 2486361
MANAGING DISTRICT: Six
F.A.P. NO.: N/A
STATE ROAD NO.: 934
COUNTY: Miami-Dade
PARCEL NO.: 4706 & 4707

THIS AGREEMENT, made this 14th day of September, 2011, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and CITY OF NORTH BAY VILLAGE, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141 (hereinafter called the Lessee.)

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of twenty-five (25) years beginning 9/1/2011 and ending 8/31/2036. This Lease may be renewed for an additional five (5) years term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor one hundred twenty (120) days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. **Use.** The leased property shall be used solely for the purpose of SEE ADDENDUM. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of N/A plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to R/W Administration, 1000 NW 111 Avenue, Rm. 6102-B, Miami, Florida 33172. Attn: Property Management. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due

11B(26)

shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. **Improvements.** No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. **Maintenance.** Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. **Indemnification.** To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

7. **Insurance.** Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than one million dollars (\$ 1,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than one million dollars (\$ 1,000,000.00) for property damage, or a combined coverage of not less than two million dollars (\$ 2,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

11B(27)

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by substitution or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. **Eminent Domain.** Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation or damages of any sort, including special damages, severance damages, removal costs or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any of all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale, or has been terminated prior thereto.

9. **Miscellaneous.**

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon _____ (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. The Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to: City Manager, City of North Bay Village, 1700 Kennedy Causeway, Suite 132, North Bay Village, Florida 33141

11B(28)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ST-800-23
RIGHT OF WAY
000-1009

CITY OF NORTH BAY VILLAGE
Lessee (Company Name, if applicable)

By: [Signature]

Robert J. Daniels
Print Name

Title: Interim City Manager

Attest: [Signature]
(SEAL)

Yvonne P. Hamilton
Print Name

Title: City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
District Secretary

Gus Pego, P.E.
Print Name

Attest: [Signature]

Name/Title: Margaret Higgins / Executive Secretary

LEGAL REVIEW:

[Signature]
District Counsel

Alon Trujillo, Esq.
Print Name

11B(29)

ADDENDUM TO LEASE AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Item/Segment No. : 2486361
Managing District : Six
State Road : 934
County : Miami-Dade
Parcel Nos. : 4706 & 4707

THIS IS AN ADDENDUM to that certain Lease Agreement (the "Agreement") between THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Lessor) and NORTH BAY VILLAGE, a Florida municipal corporation (Lessee), and hereinafter collectively known as the "Parties", dated the 14 day of September 2011. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement, and is incorporated therein.

1. Paragraph 1. PROPERTY and TERM:

The Lessee is seeking to obtain funding from the State of Florida Inland Navigation District (FIND) for its improvement project known as the Kennedy Causeway Baywalk (the "Project") located at the east end of Treasure Island which includes the lease parcels known as Parcel 4706 & 4707 ("Lease Area"). In order to be eligible for the grant funding to complete the project, the site shall be dedicated for the public use in accordance with the intent of the project, for a minimum of twenty-five (25) years as of the project completion date. As a result, and notwithstanding the provisions of Paragraph 1 of the Agreement, this Agreement is being granted for an initial term of twenty-five (25) years with the option to extend for another five (5) years.

2. Paragraph 2. USE:

The leased property shall be used solely for the purpose of constructing and maintaining the Kennedy Causeway Baywalk Project. The Project entails a public access to Biscayne Bay on Treasure Island and will include 5 lit, landscaped breezeways connecting the Kennedy Causeway and the surrounding property to the bay. It consists of 3,400 linear feet of boardwalk, seating for several hundred people, and new boat docking opportunities for approximately 60 boats.

3. Paragraph 3. RENT is hereby modified as follows:

Lessee agrees that public access and public use of the Lease Area and all its amenities will be provided free of charge to the general public. In the event the Lessee desires, at some future date, to charge a fee for parking, docking facilities, or provide any revenue generating amenities within the Lease Area, the Lessee shall request Lessor's written approval by providing Lessor a minimum 120 days advanced written notice of its intention to do so. Lessee understands and acknowledges that revenue

11B(30)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CITY OF NORTH BAY VILLAGE
Lessee (Company Name, if applicable)

By: [Signature]

By: [Signature]
District Secretary

Gus Pego, P.E.
Print Name

Attest: [Signature]

Name/Title: [Signature], Executive Secretary

[Signature]
Print Name
Title: Interim City Administrator

Attest: [Signature]
(REAL)

[Signature]
Print Name

Title: City Clerk

LEGAL REVIEW:

[Signature]
District Counsel

Alicia Trujillo, Esq.
Print Name

11B(31)

ADDENDUM TO LEASE AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Item/Segment No. : 2486361
Managing District : Six
State Road : 934
County : Miami-Dade
Parcel Nos. : 4706 & 4707

generating amenities will be subject to Lessor's prior written approval, a rent assessment and a change in the terms and conditions of this Agreement by the Lessor.

4. Paragraph 4 IMPROVEMENTS, is hereby modified to include the following:

Notwithstanding the provisions of Paragraph 4, the following shall apply:

- a) Improvements shall be limited to the Lease Area only.
- b) Excluded from the Lease Area shall be any area under the bridge structure located at the west end of the bridge exiting Treasure Island.
- c) Prior to commencing construction work, Lessee shall submit plans, drawings and specifications for purposes of obtaining written approval and all necessary permits for the project from Lessor, or any other governmental entity, as required.
- d) No drilling shall be allowed on the pier foundations, columns or any other element of the structure.
- e) Improvements shall not interfere with existing drainage and utilities in the right of way.

All improvements and any refuse, contamination or other diminution of the property, occurring during the Lessee's use of the leased area shall be removed or rectified by Lessee as requested by Lessor.

5. Paragraph 5 MAINTENANCE, is hereby modified as follows:

Notwithstanding the provisions of Paragraph 5, the Lessor shall have the right to enter the leased property at any time, without notice, for the purposes of inspection and emergency repairs to the bridge or adjacent roadway. The Lessor agrees to give the Lessee 48-hours notice prior to routine repairs or maintenance of the bridge structures adjacent to the Lease Area. In the event repairs entail removal or temporary relocation of any of the Lessee's improvements to avoid damaging said improvements, the Lessee shall remove or relocate said improvement(s) at its own cost and expense and in a timely manner as to not delay the Lessor's scheduled repair work. In the event of an emergency repair that requires the Lessor to remove and/or relocate any of the Lessee's improvements, the Lessee hereby agrees not to hold the Lessor, its officers, employees, agents and/or representatives responsible for the cost and expense of any reconstruction or repairs necessary to the Lessee's improvements resulting from Lessor's reconstruction or repair work.

ADDENDUM TO LEASE AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Item/Segment No. : 2486361
Managing District : Six
State Road : 934
County : Miami-Dade
Parcel Nos. : 4706 & 4707

6. Paragraph 6 INDEMNIFICATION is hereby modified to include the following:

To the extent permitted by Florida Law, and subject to the limited waiver of sovereign immunity specified in Chapter 768, F.S., Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents and employees from any claim, loss, damage cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, employees, or the general public during the performance of the Lease or from any damage or liability that may arise from Lessee's, its agents', employees', or the general public's use of the Lease Parcel, including but not limited to, any damage or liability to the Property in conjunction with or resulting from Lessee's, its agents', employees', or the general public's use of the Lease Parcel.

7. Paragraph 9 MISCELLANEOUS, Section d., first sentence, is hereby modified as follows:

Lessee shall not sublet the property or any part thereof, nor assign this Lease; this Lease is being executed by Lessor upon the credit and reputation of Lessee.

All other terms and conditions of the Lease Agreement remain unchanged and are hereby confirmed and ratified by the Lessee and Lessor. In the event of any conflict between the Agreement and this Addendum, the provisions of this Addendum shall prevail.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

11B(33)

ADDENDUM TO LEASE AGREEMENT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Item/Segment No. : 2486361
Managing District : Six
State Road : 934
County : Miami-Dade
Parcel Nos. : 4706 & 4707

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Lease Agreement as of this 14th day of September, 2011.

NORTH BAY VILLAGE
(Lessee)

By: [Signature]

Name: Robert Daniels

Title: Yvonne P. Hamilton

Attest: [Signature]

Name: Yvonne P. Hamilton

Title: City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
(Lessor)

By: [Signature]
District Secretary

Name: Gus Pego, P.E.

Attest: [Signature]
Name/Title: Margaret Higgins, Exec. Secretary

Legal Review
[Signature]
District Chief Counsel

Name: Alicia Trujillo, Esq.

11B(34)

CERTIFICATE OF COVERAGE

Certificate Holder:

PROPERTY MANAGEMENT
 FLORIDA DEPARTMENT OF TRANSPORTATION
 R/W ADMINISTRATION
 1000 NW 111TH AVENUE
 MIAMI, FL 33172

Administrator:

Florida League of Cities, Inc.
 Department of Insurance and Financial Services
 P.O. Box 230043
 Orlando, Florida 32853-0043

Issue Date 9/12/11

COVERAGE: THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FHMT 0403

COVERAGE PERIOD: FROM 10/1/10

COVERAGE PERIOD: TO 10/1/11 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practices
- Employee Benefits Program Administration Liability
- Medical Malpractice/Medical Directory, Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Structure \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Blank Form
 - Special Form
- Personal Property
 - Blank Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Retain
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Accidents/Exclusions - Deductibles

- Physical Damage
 - NA - Comprehensive - Auto
 - NA - Collision - Auto
 - NA - Miscellaneous Equipment

Other

* The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These special limits of liability are increased to \$1,500,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from injury or a claim bill pursuant to Section 768.26 (5) Florida Statutes or liability settlement for which no claim bill has been filed or liability increased pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/ Locations/Vehicles/Special Risks

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described work.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFECT, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of North Bay Village
 1700 Kennedy Causeway Suite 132
 North Bay Village FL 33141

Conventions

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL endeavor to MAIL AS DATE WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT AFFECT THE OPERATION OR LIABILITY OF ANY LOSS UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



ADMINISTRATOR

FHMT-0403 (V.04.0)

11 B(35)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DONATION IN SUPPORT OF THE REPRESENTATION OF JOSHUA D. NEELY, AS A NORTH BAY VILLAGE RESIDENT AND TREASURE ISLAND ELEMENTARY SCHOOL STUDENT, AT THE JUNIOR NATIONAL YOUNG LEADERS CONFERENCE; AND SETTING AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the Junior National Young Leaders Conference recognizes middle school students for their exceptional academic excellence; and

WHEREAS, resident Joshua D. Neely has been chosen to represent Treasure Island Elementary School at the National Young Leaders Conference to be held this summer in Washington, D.C.; and

WHEREAS, it is fitting that the City Commission acknowledges Mr. Neely for his academic achievements and the contributions his character and actions make to the City of North Bay Village in his representation at the Junior National Young Leaders Conference, by supporting his attendance to the conference.

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

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

11C(1)

Section 2. Commission Action. The City Commission hereby approves a \$500 donation to Joshua D. Neeley to supplement the cost of attendance to the Junior National Young Leaders Conference.

Section 3. Authorization of Expenditure. The City Manager is authorized to expend \$500 to Joshua D. Neeley.

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

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

FINAL VOTE AT ADOPTION:

Mayor Connie Leon-Kreps	_____
Vice Mayor Eddie Lim	_____
Commissioner Stuart Blumberg	_____
Commissioner Richard Chervony	_____
Commissioner Paul Vogel	_____

PASSED AND ADOPTED this 8th day of May, 2012.

Connie Leon-Kreps, Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

11C(2)

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

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

City of North Bay Village Resolution: Joshua Neely/Junior National Young Leaders Conference

11c(3)



City of North Bay Village

Administrative Offices

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

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

MEMORANDUM City of North Bay Village

DATE: May 3, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING A DONATION IN SUPPORT OF THE REPRESENTATION OF JOSHUA D. NEELY, AS A NORTH BAY VILLAGE RESIDENT AND TREASURE ISLAND ELEMENTARY SCHOOL STUDENT, AT THE JUNIOR NATIONAL YOUNG LEADERS CONFERENCE; AND SETTING AN EFFECTIVE DATE.

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

DK:yph

11e(4)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel



March 9, 2012

To the Parent of Joshua Neely
7901 Hispanola Avenue
North Bay Village, Florida 33141

Dear Parent,

I am thrilled to inform you that, based on his academic achievements and leadership potential, your son, Joshua, has been nominated to attend the Junior National Young Leaders Conference (JrNYLC) to be held this summer 2012 in Washington, D.C.

Joshua was nominated by his teacher, Mr. Antonio Escandon, who recognizes him as one of a select group of students with the scholastic merit, maturity and strength of character to represent Treasure Island Elementary School at this unique leadership program for exceptional middle school students. I congratulate you on Joshua's achievements. You must be very proud.

In addition to meeting the significant academic requirements that are our first consideration in choosing scholars, students must also have the strength of character and leadership ability that will allow them to get the most out of this unparalleled opportunity. We expect to enroll an outstanding group of young achievers from a variety of backgrounds across the country. We look forward to having your son join these high-achieving students as one of our nation's future leaders.

Upon your son's official acceptance into JrNYLC, he may request a press release which you can distribute to your local news media. After his successful completion of the Conference, Joshua will receive the official Junior National Young Leaders Conference Certificate of Merit.

11C(5)

Parent of Joshua Neely
March 9, 2012
Page Two

I am sure you have many questions regarding Joshua's participation in JrNYLC. Safety, supervision and tuition are all important considerations. Enclosed with your son's enrollment materials is detailed information on these and many other issues.

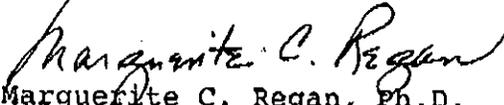
Since enrollments may exceed available space, I encourage you to discuss JrNYLC with Joshua and secure his enrollment by the enrollment deadline date of April 27, 2012.

For your convenience, you may enroll Joshua directly online at www.cylc.org/JrNYLC using his Student ID: 901402-53553611, or complete and return the enclosed Enrollment Application in the postage-paid envelope provided.

If you have any questions, contact us at (703) 584-9533.

Again, my sincere congratulations to you. We look forward to meeting Joshua this summer.

Sincerely,


Marguerite C. Regan, Ph.D.
Dean of Academic Affairs

P.S. As a Junior National Scholar, Joshua will take an important step toward being recognized as a leader in his school and community. He will gain the kind of experience and perspective that will benefit him throughout his secondary education and beyond.

Space in the Conference is necessarily limited, and enrollments are accepted in strict order of receipt. For your convenience, Joshua may enroll directly online at www.cylc.org/JrNYLC, or complete and return the Enrollment Application in the postage-paid envelope provided by the enrollment deadline date of April 27, 2012.

11C(6)



April 4, 2012

Mr. Dennis Kelly / City Manager
City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Dear Mr. Kelly:

My name is Joshua Neely and I am a 5th grader at Treasure Island Elementary School. I am also a resident of The City of North Bay Village and I have been nominated to represent my school and community at the Junior National Young Leaders Conference part of the Congressional Youth Leadership Council.

The Congressional Youth Leadership Council looks to our schools and teachers to nominate exceptional students from around the country to attend these conferences and experiential educational program. I have enclosed a sample of our itinerary for your review. As you can see, this will be a powerful experience, enabling me to interact with many prominent men and women whom most of us only read about in the news.

Imagine if you had been given this opportunity for a life-changing experience when you were in school and were unable to participate for lack of funds. That is why I am writing to you today.

My participation in the conference will be from July 22 - July 27th. the cost of the tuition is \$1950 and my travel to the conference will be approximately \$300) I am investing every dollar I can of my own money to make sure I don't miss out on this unique experience and am also taking on extra jobs to raise the funds I need. In addition, through my family, and friends, I have already raised the \$350 required to secure my spot and about another \$400. That leaves me with a balance of \$1200, and I am hoping that my city will consider assisting me with all or some of these costs. My next tuition payment must be paid no later than May 18th, 2012.

I really appreciate any help or support that my city can provide to assist me with this life changing event. If you have any questions about the conference please visit their website at <http://www.cylc.org/jrnyc> or you may contact my mother, Rosa Paulino directly at 305-431-7836.

Sincerely,

J. N.
Joshua D. Neely

11C(7)

JUNIOR NATIONAL YOUNG LEADERS CONFERENCE

SCHEDULE OF EVENTS* ☆ WASHINGTON, D.C. ☆ SUMMER 2012

This schedule is a composite based on past schedules and is provided to demonstrate the pace and composition of a typical session of JNYLC. Speakers, site explanations, conference activities and locations will vary with each session.

☆ DAY ONE ☆ VOICES OF LEADERSHIP

Registration and Check-In

The Leader Within: Insights Into Leadership
Leadership Development Activities

Orientation

The Junior National Young Leaders Conference and You:
The Week Ahead

Leadership Focus Groups

The Impact of Leadership Traits

- ❖ Character
- ❖ Communication
- ❖ Goal Setting
- ❖ Problem Solving
- ❖ Respect
- ❖ Teamwork

☆ DAY TWO ☆ VOICES OF FREEDOM

Leadership Focus Groups

Tributes to Valor and Sacrifice: Tour of Our Nation's Memorials

- ❖ Lincoln Memorial
- ❖ Vietnam Veterans Memorial
- ❖ Korean War Veterans Memorial

Field Study Experience: Behind the Scenes of History
National Museum of American History

The Residence at 1600 Pennsylvania Avenue
White House Photo Opportunity

Leadership Focus Groups

Capturing the Experience Reflection Activities
The Process of Social Activism

☆ DAY THREE ☆ VOICES OF STRUGGLE

Leadership Focus Groups

Travel to Harpers Ferry: Site of John Brown's Attack on Slavery

Testing the Times: Would You Follow John Brown?

Choices and Consequences: Loyalties and the American Civil War
History One-on-One: Discovery Experiences

Leadership Focus Groups

Capturing the Experience Reflection Activities
Facing the Music: The Impact of Freedom of Speech

☆ DAY FOUR ☆ VOICES OF COURAGE

Leadership Focus Groups

Field Study Experience: Leadership and Change in United States
History
U.S. Capitol Visitor Center - Exhibition Hall

Tribute to Courage and Commitment: National Memorials

- ❖ Martin Luther King, Jr. Memorial
- ❖ Franklin D. Roosevelt Memorial

Leadership Focus Groups

Capturing the Experience Reflection Activities
Freedom of Expression: Opinions and Decisions

☆ DAY FIVE ☆ VOICES OF CHANGE

Leadership Focus Groups

Leaders Take a Stand: Student Advocacy Projects

Leadership in Action: Closing Keynote Speaker

A Learning Adventure

Sleepover and Leadership Activities at the Maryland Science Center

☆ DAY SIX ☆ VOICES OF THE FUTURE

Closing Breakfast

Leadership Focus Groups

Making a Difference at Home

We, the Future: Continuing the Voice of Leadership
Closing Commencement Ceremony

Departures

11C (8)



City of North Bay Village

Administrative Offices

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

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

MEMORANDUM

To: Mayor and City Commission

From: Dennis W. Kelly, City Manager

Subject: Proposed Settlement Agreement-Michael Rose, Attorney

Date: April 4, 2012

Mr. Michael Rose, Attorney, is the representative for the parking lot property immediately west of the Best Western Hotel and Shuckers Restaurant. According to the Miami-Dade Property Appraiser's on line records, the property is owned by North Bay Village Investment Trust, LLC, 150 W. Flagler Street, Suite 1525, Miami, FL 33130-1557. The property currently has a Code Enforcement lien of \$163,475; there are currently \$36,369.86 for utility charges and penalties.

The Utility Charges of \$36,369.86 are comprised of \$32,382.37 in penalties leaving a net bill of actual usage/charges of \$3,987.49 (rounded to \$4,000.00). The net cost of the Code Enforcement Lien, including staff inspection time, complaint processing and time before the magistrate are approximately \$2,000.00. The balance of the Code Enforcement Lien is daily penalties that have been running at \$250.00 per day for about the past year and half.

Mr. Rose has represented himself and his client as preparing the property for development. For historical reference a site plan for a 22 story, 173 unit condominium was submitted in December, 2004, for this same property. In order to have clear title to the property Mr. Rose needs to resolve payment of the liens and outstanding utility payments and penalties. On Wednesday, April 4, 2012, Mr. Rose met with the City Manager, Finance Director and Code Enforcement Officer in an effort to negotiate down and waive as much of the Lien cost and utility penalties in order to gain clear title.

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

11DC11

Based on our discussions, staff is prepared to recommend the following:

1. Require Mr. Rose to pay the direct utility cost of \$3,987.49.
2. Waive the lien and reimburse the City for the Code Enforcement Officers cost of about \$2,000.00.
3. Revise the utility penalty to \$2,000.00.

Total settlement cost would equal: \$7,987.49. Thank you for your attention to this matter.

11D(2)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING/DENYING THE REQUEST BY NORTH BAY VILLAGE INVESTMENT TRUST, LLC TO REDUCE PREVIOUSLY ASSESSED CODE COMPLIANCE FINES FOR CASE NO. 10-001 AND UTILITY COSTS AND PENALTIES; DIRECTING THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY CITY MANAGER DENNIS KELLY)

WHEREAS, the City of North Bay Village (“the City”) Special Master issued an Order of Enforcement against North Bay Village Investment Trust, LLC (“Violator) as a result of citations issued by the Code Compliance Officer for failure to maintain the property at 1755 – 79th Street Causeway in accordance with Section 94.021(A)(3) of the City’s Code of Ordinances; and

WHEREAS, the Violator subsequently corrected the violation but failed to pay the penalties; and

WHEREAS, the Violator had incurred a fine of \$163,475; and

WHEREAS, the City of North Bay Village notified the Violator of unpaid utility service charges including penalties for \$36,369.86 which constitute a violation of Chapters 51, 52, 53, and 94 of the City of North Bay Village Code of Ordinances; and

IID(3)

WHEREAS, the Violator has requested that the City reduce the fines, and the City Manager, having reviewed the file, has recommended that the City Commission reduce the code enforcement fine from \$163,475 to \$2,000 and the utility fines from \$36,369.86 to 5,987.49.

WHEREAS, any reduction should be conditioned upon execution of a stipulation of conditions and waiver releasing the City from any claims relating to the violations as condition of the reduction.

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

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

Section 2. Reduction of Fine. The civil penalty/fine for Code Compliance Case No. 10-011 is reduced to \$2,000 and the utility fees and fines are reduced to \$5,987.49 and are to be paid in full. The City Manager is authorized to execute appropriate documents and the Violator shall execute a release for any and all claims relating to the citation and this reduction in a form acceptable to the City Attorney.

Section 3. Release of Lien. The City Clerk is directed to prepare the necessary documents to release the lien filed with Miami-Dade County Clerk of the Court upon payment of the fees and fines.

Section 4. Conditions. The following conditions shall apply and shall be incorporated into the settlement stipulation:

11D(4)

1. In the event the reduced fine is not paid within sixty (60) days of the effective date of this Resolution, the original fine amount shall be re-instated and continue to accrue interest as if this Resolution had not existed.

2. _____

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

PASSED AND ADOPTED this _____ day of _____, 2012.

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

FINAL VOTE AT ADOPTION

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Stuart Blumberg _____
Commissioner Richard Chervony _____
Commissioner Paul Vogel _____

Connie Leon-Kreps
MAYOR

ATTEST:

Yvonne P. Hamilton, CMC
CITY CLERK

11D(5)

Approved as to form and legality for the use
and benefit of the City of North Bay Village only:

Weiss, Serota, Helfman, Pastoriza, Cole & Boniske, P.L.
CITY ATTORNEY

City of North Bay Village Resolution: Reduction of Fines/Penalties-North Bay Village Investment Trust, LLC/1755 – 79th Street Causeway

11D(6)



City of North Bay Village

Administrative Offices

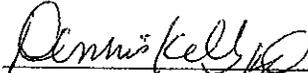
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

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

MEMORANDUM
City of North Bay Village

DATE: April 5, 2012

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Dennis Kelly, City Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA ACCEPTING/DENYING THE REQUEST BY NORTH BAY VILLAGE INVESTMENT TRUST, LLC TO REDUCE PREVIOUSLY ASSESSED CODE COMPLIANCE FINES FOR CASE NO. 10-001 AND UTILITY COSTS AND PENALTIES; DIRECTING THE CITY MANAGER TO EXECUTE ANY REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DK:yph

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

11067

MICHAEL I. ROSE, P.A.

A T T O R N E Y S A T L A W

MUSEUM TOWER, SUITE 1525
150 WEST FLAGLER STREET
MIAMI, FLORIDA 33130

TELEPHONE (305) 373-6300
FACSIMILE (305) 373-1030
E-MAIL MIROSE@MIRLEGAL.COM

VIA EMAIL TO: dkelly@nbvillage.com

April 4, 2012

Dennis Kelly, City Manager
City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Re: North Bay Village Investment Trust, LLC
Property Address: 1755 79st Causeway
North Bay Village, FL

Dear Mr. Kelly:

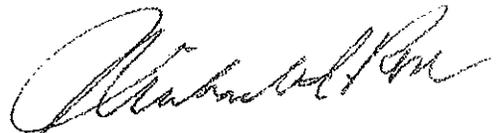
Thank you for the opportunity of allowing me to meet with yourself, Maurice Murray, and Gerard Pirri today to discuss the issues concerning the above referenced property.

It was determined that there are outstanding storm water and sanitation bills which are approximately \$4,000, and that a penalty in the amount of \$2,000 would be acceptable to resolve the accounts. Further, Mr. Pirri would provide a copy of the code section indicating the exact amount of the storm water and sanitation fees that were utilized in determining these amounts.

Also, it was agreed a penalty in the amount of \$2,000 would be paid to resolve all pending code enforcement liens and Mr. Murray and myself have on this day walked the property to determine what needs to be remedied going forward and have an understanding accordingly.

Your cooperation in scheduling this matter before the commission at their April 10, 2012 meeting in order that I am able to request that our agreement as set forth herein be ratified, will be greatly appreciated.

Very truly yours,



MICHAEL I. ROSE

MIR:mm

11D(8)

CITY OF NORTH BAY VILLAGE
CODE ENFORCEMENT DIVISION
STATE OF FLORIDA

IN THE MATTER OF:

CASE NO. 10-0011

North Bay Village Investment Trust, LLC
1755 - 79th Street Causeway
North Bay Village, FL 33141

ORDER OF ENFORCEMENT

This cause having come before the Code Enforcement Special Master of the City of North Bay Village, on May 19, 2010, at a violation hearing, the Special Master having heard the testimony and the evidence presented, does hereby make the following finds of fact, conclusions of law, and imposes the following fine:

1. FINDINGS OF FACT:

The violator was properly served with notice of these proceedings as required by law.

That the real property under which the violation occurred is described as:

Legal Description: 1755 - 79th Street Causeway
E300 Feet of Treasure Island, Lying North
of 79th Street Causeway, PER DB 4117-513
North Bay Village, Florida 33141

Zoning Classification: CG, General Commercial District

Parcel I.D. No. 23-3209-000-0110

That the violator identified in the citation is the owner of the above-described real property.

Yvonne P. Hornett, 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 4th DAY OF October, 2010

SIGNED Yvonne P. Hornett

110(9)

Failure to perform required lot maintenance, thereby allowing overgrowth of grass and weeds over eight (8) inches in height.

The unlawful maintenance of junk, trash, and dirt mounds on the property.

2. CONCLUSION OF LAW:

That the violator identified above violated Sections 94.021(A)(1) and 94.021(A)(3) of the City of North Bay Village Code of Ordinances, by virtue of the facts set forth above.

That this Order of Enforcement is hereby warranted.

3. IMPOSITION OF FINE:

A \$400 fine and administrative cost in the amount of \$75.00 as authorized by law are hereby imposed.

Failure to clear the property within 15 days of this Order, May 19, 2010, will result in a continuing fine in the amount of \$250 for each day that the violation continues to exist on the above-described property.

FUTURE VIOLATIONS OF SECTIONS 94.021(A)(1) AND 94.021(A)(3) OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES ON ANY PROPERTY OWNED BY THE ALLEGED VIOLATOR WITHIN THE CITY OF NORTH BAY VILLAGE MAY BE CITED AS REPEAT VIOLATIONS, PURSUANT TO FLORIDA STATUTE 162.06 AND 162.09 AND SUBJECT TO A FINES NOT TO EXCEED \$500 PER DAY.

DONE AND ORDERED at North Bay Village, Miami-Dade County, Florida on May 19, 2010.

I, Yvonne P. Hunt, 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 20th DAY OF October 2010
SIGNED Yvonne P. Hunt

11DL10

CODE ENFORCEMENT DIVISION

By: *Norman Powell*
NORMAN POWELL, ESQ.
SPECIAL MASTER

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Norman Powell, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument.

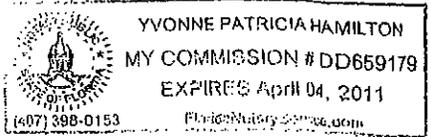
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami-Dade County, Florida, this 21st day of June, 2010.

Norman Powell
Notary Public
State of Florida at Large

My Commission Expires:

(Notary Seal)

Yvonne Patricia Hamilton, 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 21st DAY OF June, 2010
SIGNED *Yvonne Patricia Hamilton*



11D(11)

Customer: 00650
NORTH BAY VILLAGE INV LLC
150 W FLAGLER ST
SUITE 1525
MIAMI, FL 33130

Bill Type: UT Utility
Account: 00773
Description: 1755 KENNEDY CSWY

Balance Summary

AR Code / Description	Budget	Current	Past Due	Penalty	Total
SE Sewer	1662.90-	.00	194.16	12870.74	13064.90
SW Storm Water	727.52	47.93	2114.78	3394.23	5556.94
TR Sanitation	55134.71-	.00	761.91	1846.67	2608.58
WA Water	1723.62-	.00	185.39	13036.28	13221.67
X1 Derm Fee	241.26-	.00	28.49	1889.28	1917.77
Total	58034.97-	47.93	3284.73	33037.20	36369.86

Transaction Ledger

Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
Balance as of 01/01/2001								.00
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	1112.76				1112.76
10/02/2006	Penalty	10/02/2006	PN				111.28	1224.04
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	71.16				1295.20
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			111.28-		1183.92
11/03/2006	Penalty	11/03/2006	PN				118.39	1302.31
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	37.56				1339.87
11/07/2006	Check CK#5302219	09/29/2006	PY		1014.09			325.78
11/05/2006	Check CK#5302219	11/03/2006	PY		118.39			207.39
12/05/2006	Late Fee	12/05/2006	PN				20.75	228.14
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	30.36				258.50
01/03/2007	Late Fee	01/03/2007	PN				3.04	261.54
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	25.56				287.10
01/04/2007	Check CK#8989	09/29/2006	PY		98.67			188.43
01/04/2007	Check CK#8989	10/31/2006	PY		71.16			117.27
01/04/2007	Check CK#8989	11/30/2006	PY		37.56			79.71
01/04/2007	Check CK#8989	12/29/2006	PY		27.33			52.38
01/04/2007	Check CK#8989	12/05/2006	PY		20.75			31.63
01/04/2007	Check CK#8989	01/03/2007	PY		3.04			28.59
01/17/2007	Adjustment RET CK# 8989	12/29/2006	AJ			3.03		31.62
02/06/2007	Late Fee	02/06/2007	PN				2.56	34.18
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	30.36				64.54
02/05/2007	Check CK#263444853	12/29/2006	PY		6.06			58.48
02/05/2007	Check CK#263444853	01/31/2007	PY		25.56			32.92
02/16/2007	Check CK#0096	02/28/2007	PY		30.36			2.56
02/16/2007	Check CK#0096	02/06/2007	PY		2.56			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	32.76				32.76
03/20/2007	Check CK#1001	03/30/2007	PY		32.76			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	66.36				66.36
04/27/2007	Check CK#1005	04/30/2007	PY		66.36			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	35.16				35.16
06/04/2007	Penalty	06/04/2007	PN				3.52	38.68
06/21/2007	Utility Bill - Batch 00000094	06/29/2007	BI	66.36				105.04
07/03/2007	Penalty	07/03/2007	PN				10.15	115.19
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	23.16				138.35
08/01/2007	Penalty	08/01/2007	PN				12.47	150.82
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	23.16				173.98
09/05/2007	Penalty	09/05/2007	PN				14.78	188.76

11D(12)

Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
08/31/2007	Utility Bill - Batch 00000097	09/28/2007	BI	23.16				211.92
	/2007 Penalty	10/01/2007	PN				17.10	229.02
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	23.16				252.18
11/01/2007	Penalty	11/01/2007	PN				19.42	271.60
12/03/2007	Penalty	12/03/2007	PN				19.42	291.02
01/02/2008	Penalty	01/02/2008	PN				19.42	310.44
02/01/2008	Penalty	02/01/2008	PN				19.42	329.86
03/03/2008	Penalty	03/03/2008	PN				19.42	349.28
01/31/2009	Penalty	01/31/2009	PN				34.93	384.21
03/02/2009	Penalty	03/02/2009	PN				38.42	422.63
04/01/2009	Penalty	04/01/2009	PN				42.26	464.89
05/01/2009	Penalty	05/01/2009	PN				46.49	511.38
06/01/2009	Penalty	06/01/2009	PN				51.14	562.52
07/01/2009	Penalty	07/01/2009	PN				56.25	618.77
08/03/2009	Penalty	08/03/2009	PN				61.88	680.65
09/01/2009	Penalty	09/01/2009	PN				68.07	748.72
10/01/2009	Penalty	10/01/2009	PN				74.87	823.59
11/02/2009	Penalty	11/02/2009	PN				82.36	905.95
12/02/2009	Penalty	12/02/2009	PN				90.60	996.55
01/04/2010	Penalty	01/04/2010	PN				99.66	1096.21
02/02/2010	Penalty	02/02/2010	PN				109.62	1205.83
03/02/2010	Penalty	03/02/2010	PN				120.58	1326.41
04/01/2010	Penalty	04/01/2010	PN				132.64	1459.05
05/04/2010	Penalty	05/04/2010	PN				145.91	1604.96
06/04/2010	Penalty	06/04/2010	PN				160.50	1765.46
07/01/2010	Penalty	07/01/2010	PN				176.55	1942.01
	/2010 Penalty	08/04/2010	PN				194.20	2136.21
09/01/2010	Penalty	09/01/2010	PN				213.62	2349.83
10/04/2010	Penalty	10/04/2010	PN				234.98	2584.81
11/02/2010	Penalty	11/02/2010	PN				258.48	2843.29
12/02/2010	Penalty	12/02/2010	PN				284.33	3127.62
01/03/2011	Penalty	01/03/2011	PN				312.76	3440.38
02/01/2011	Penalty	02/01/2011	PN				344.04	3784.42
03/04/2011	Penalty	03/04/2011	PN				378.44	4162.86
04/04/2011	Penalty	04/04/2011	PN				416.29	4579.15
05/04/2011	Penalty	05/04/2011	PN				457.92	5037.07
06/03/2011	Penalty	06/03/2011	PN				503.71	5540.78
07/01/2011	Penalty	07/01/2011	PN				554.08	6094.86
08/03/2011	Penalty	08/03/2011	PN				609.49	6704.35
09/01/2011	Penalty	09/01/2011	PN				670.44	7374.79
10/03/2011	Penalty	10/03/2011	PN				737.48	8112.27
11/02/2011	Penalty	11/02/2011	PN				811.23	8923.50
12/02/2011	Penalty	12/02/2011	PN				892.35	9815.85
01/03/2012	Penalty	01/03/2012	PN				981.59	10797.44
02/02/2012	Penalty	02/02/2012	PN				1079.74	11877.18
03/02/2012	Penalty	03/02/2012	PN				1187.72	13064.90
	Sewer Totals			1601.04	1554.65	108.25-	13126.76	13064.90
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	2.25				2.25
10/02/2006	Penalty	10/02/2006	PN				.23	2.48
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	2.25				4.73
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			.23-		4.50
11/03/2006	Penalty	11/03/2006	PN				.45	4.95
	/2006 Utility Bill - Batch 00000087	11/30/2006	BI	2.25				7.20
11/06/2006	Check CK#5302219	09/29/2006	PY		2.25			4.95
11/06/2006	Check CK#5302219	10/31/2006	PY		2.25			2.70

11D(13)

04/02/12		Account Balance		10:20 AM				
Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
11/06/2006	Check CK#5302219	11/03/2006	PY		.45			2.25
/2006	Late Fee	12/05/2006	PN				.23	2.48
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	2.25				4.73
01/03/2007	Late Fee	01/03/2007	PN				.23	4.96
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	2.25				7.21
01/04/2007	Check CK#8989	11/30/2006	PY		2.25			4.96
01/04/2007	Check CK#8989	12/29/2006	PY		2.25			2.71
01/04/2007	Check CK#8989	12/05/2006	PY			.23		2.48
01/04/2007	Check CK#8989	01/03/2007	PY			.23		2.25
02/06/2007	Late Fee	02/06/2007	PN				.23	2.48
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	2.25				4.73
02/05/2007	Check CK#263444853	01/31/2007	PY		2.25			2.48
02/16/2007	Check CK#0096	02/28/2007	PY		2.25			.23
02/16/2007	Check CK#0096	02/06/2007	PY			.23		.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	2.25				2.25
03/20/2007	Check CK#1001	03/30/2007	PY		2.25			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	2.93				2.93
04/27/2007	Check CK#1005	04/30/2007	PY		2.93			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	2.93				2.93
06/04/2007	Penalty	06/04/2007	PN				.29	3.22
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	2.93				6.15
07/03/2007	Penalty	07/03/2007	PN				.59	6.74
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	2.93				9.67
08/01/2007	Penalty	08/01/2007	PN				.88	10.55
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	2.93				13.48
09/05/2007	Penalty	09/05/2007	PN				1.17	14.65
/2007	Utility Bill - Batch 00000097	09/28/2007	BI	2.93				17.58
1/2007	Penalty	10/01/2007	PN				1.47	19.05
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	2.93				21.98
11/01/2007	Penalty	11/01/2007	PN				1.76	23.74
10/31/2007	Utility Bill - Batch 00000111	11/30/2007	BI	2.93				26.67
12/03/2007	Penalty	12/03/2007	PN				2.05	28.72
01/02/2008	Penalty	01/02/2008	PN				2.05	30.77
02/01/2008	Penalty	02/01/2008	PN				2.05	32.82
03/03/2008	Penalty	03/03/2008	PN				2.05	34.87
11/26/2008	Utility Bill - Batch 00000168	12/31/2008	BI	2.93				37.80
12/31/2008	Utility Bill - Batch 00000178	01/30/2009	BI	2.93				40.73
01/31/2009	Penalty	01/31/2009	PN				4.07	44.80
01/30/2009	Utility Bill - Batch 00000189	02/27/2009	BI	2.93				47.73
03/02/2009	Penalty	03/02/2009	PN				4.77	52.50
02/27/2009	Utility Bill - Batch 00000195	03/31/2009	BI	2.93				55.43
04/01/2009	Penalty	04/01/2009	PN				5.54	60.97
03/31/2009	Utility Bill - Batch 00000201	04/30/2009	BI	2.93				63.90
05/01/2009	Penalty	05/01/2009	PN				6.39	70.29
04/30/2009	Utility Bill - Batch 00000206	05/29/2009	BI	2.93				73.22
06/01/2009	Penalty	06/01/2009	PN				7.32	80.54
05/29/2009	Utility Bill - Batch 00000218	06/30/2009	BI	2.93				83.47
07/01/2009	Penalty	07/01/2009	PN				8.35	91.82
06/30/2009	Utility Bill - Batch 00000229	07/31/2009	BI	2.93				94.75
08/03/2009	Penalty	08/03/2009	PN				9.48	104.23
07/31/2009	Utility Bill - Batch 00000234	08/31/2009	BI	2.93				107.16
09/01/2009	Penalty	09/01/2009	PN				10.72	117.88
/2009	Utility Bill - Batch 00000243	09/30/2009	BI	2.93				120.81
10/01/2009	Penalty	10/01/2009	PN				12.08	132.89
09/30/2009	Utility Bill - Batch 00000253	10/30/2009	BI	2.93				135.82

11D(14)

04/02/12

Account Balance

10:20 AM

Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
11/02/2009	Penalty	11/02/2009	PN				13.58	149.40
11/02/2009	Utility Bill - Batch 00000256	11/30/2009	BI	2.93				152.33
12/02/2009	Penalty	12/02/2009	PN				15.23	167.56
11/30/2009	Utility Bill - Batch 00000265	12/31/2009	BI	2.93				170.49
01/04/2010	Penalty	01/04/2010	PN				17.05	187.54
12/31/2009	Utility Bill - Batch 00000266	01/29/2010	BI	2.93				190.47
02/02/2010	Penalty	02/02/2010	PN				19.05	209.52
01/29/2010	Utility Bill - Batch 00000279	02/26/2010	BI	2.93				212.45
03/02/2010	Penalty	03/02/2010	PN				21.25	233.70
02/26/2010	Utility Bill - Batch 00000288	03/31/2010	BI	2.93				236.63
04/01/2010	Penalty	04/01/2010	PN				23.66	260.29
03/31/2010	Utility Bill - Batch 00000317	04/30/2010	BI	2.93				263.22
05/04/2010	Penalty	05/04/2010	PN				26.32	289.54
04/30/2010	Utility Bill - Batch 00000328	05/31/2010	BI	2.93				292.47
06/04/2010	Penalty	06/04/2010	PN				29.25	321.72
05/28/2010	Utility Bill - Batch 00000345	06/30/2010	BI	2.93				324.65
07/01/2010	Penalty	07/01/2010	PN				32.47	357.12
06/30/2010	Utility Bill - Batch 00000347	07/30/2010	BI	2.93				360.05
08/04/2010	Penalty	08/04/2010	PN				36.01	396.06
07/30/2010	Utility Bill - Batch 00000355	08/31/2010	BI	2.93				398.99
09/01/2010	Penalty	09/01/2010	PN				39.90	438.89
08/31/2010	Utility Bill - Batch 00000362	09/30/2010	BI	2.93				441.82
10/04/2010	Penalty	10/04/2010	PN				44.18	486.00
09/30/2010	Utility Bill - Batch 00000378	10/29/2010	BI	2.93				488.93
11/02/2010	Penalty	11/02/2010	PN				48.89	537.82
10/29/2010	Utility Bill - Batch 00000384	11/30/2010	BI	2.93				540.75
12/02/2010	Penalty	12/02/2010	PN				54.08	594.83
12/31/2010	Utility Bill - Batch 00000415	12/31/2010	BI	2.93				597.76
01/03/2011	Penalty	01/03/2011	PN				59.78	657.54
12/30/2010	Utility Bill - Batch 00000421	01/31/2011	BI	2.93				660.47
02/01/2011	Penalty	02/01/2011	PN				66.05	726.52
01/31/2011	Utility Bill - Batch 00000439	02/28/2011	BI	2.93				729.45
03/04/2011	Penalty	03/04/2011	PN				72.95	802.40
02/28/2011	Utility Bill - Batch 00000470	03/31/2011	BI	2.93				805.33
04/04/2011	Penalty	04/04/2011	PN				80.53	885.86
03/31/2011	Utility Bill - Batch 00000489	04/29/2011	BI	2.93				888.79
04/29/2011	Adjustment SWT BILL ERROR	07/31/2007	AJ			45.00		933.79
04/29/2011	Adjustment SWT BILL ERROR	08/31/2007	AJ			45.00		978.79
04/29/2011	Adjustment SWT BILL ERROR	09/28/2007	AJ			45.00		1023.79
04/29/2011	Adjustment SWT BILL ERROR	10/31/2007	AJ			45.00		1068.79
04/29/2011	Adjustment SWT BILL ERROR	11/30/2007	AJ			45.00		1113.79
04/29/2011	Adjustment SWT BILL ERROR	12/31/2008	AJ			45.00		1158.79
04/29/2011	Adjustment SWT BILL ERROR	01/30/2009	AJ			45.00		1203.79
04/29/2011	Adjustment SWT BILL ERROR	02/27/2009	AJ			45.00		1248.79
04/29/2011	Adjustment SWT BILL ERROR	03/31/2009	AJ			45.00		1293.79
04/29/2011	Adjustment SWT BILL ERROR	04/30/2009	AJ			45.00		1338.79
04/29/2011	Adjustment SWT BILL ERROR	05/29/2009	AJ			45.00		1383.79
04/29/2011	Adjustment SWT BILL ERROR	06/30/2009	AJ			45.00		1428.79
04/29/2011	Adjustment SWT BILL ERROR	07/31/2009	AJ			45.00		1473.79
04/29/2011	Adjustment SWT BILL ERROR	08/31/2009	AJ			45.00		1518.79
04/29/2011	Adjustment SWT BILL ERROR	09/30/2009	AJ			45.00		1563.79
04/29/2011	Adjustment SWT BILL ERROR	10/30/2009	AJ			45.00		1608.79
11/30/2009	Adjustment SWT BILL ERROR	11/30/2009	AJ			45.00		1653.79
12/31/2009	Adjustment SWT BILL ERROR	12/31/2009	AJ			45.00		1698.79
01/29/2010	Adjustment SWT BILL ERROR	01/29/2010	AJ			45.00		1743.79

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
04/29/2011	Adjustment SWT BILL ERROR	02/26/2010	AJ			45.00		1788.79
04/29/2011	Adjustment SWT BILL ERROR	03/31/2010	AJ			45.00		1833.79
04/29/2011	Adjustment SWT BILL ERROR	04/30/2010	AJ			45.00		1878.79
04/29/2011	Adjustment SWT BILL ERROR	05/31/2010	AJ			45.00		1923.79
04/29/2011	Adjustment SWT BILL ERROR	06/30/2010	AJ			45.00		1968.79
04/29/2011	Adjustment SWT BILL ERROR	07/30/2010	AJ			45.00		2013.79
04/29/2011	Adjustment SWT BILL ERROR	08/31/2010	AJ			45.00		2058.79
04/29/2011	Adjustment SWT BILL ERROR	09/30/2010	AJ			45.00		2103.79
04/29/2011	Adjustment SWT BILL ERROR	10/29/2010	AJ			45.00		2148.79
04/29/2011	Adjustment SWT BILL ERROR	11/30/2010	AJ			45.00		2193.79
04/29/2011	Adjustment SWT BILL ERROR	12/31/2010	AJ			45.00		2238.79
04/29/2011	Adjustment SWT BILL ERROR	01/31/2011	AJ			45.00		2283.79
04/29/2011	Adjustment SWT BILL ERROR	02/28/2011	AJ			45.00		2328.79
04/29/2011	Adjustment SWT BILL ERROR	03/31/2011	AJ			45.00		2373.79
04/29/2011	Adjustment SWT BILL ERROR	04/29/2011	AJ			45.00		2418.79
04/29/2011	Adjustment STW PN ADJMNT	08/01/2007	AJ			.88-		2417.91
04/29/2011	Adjustment STW PN ADJMNT	09/05/2007	AJ			1.17-		2416.74
04/29/2011	Adjustment STW PN ADJMNT	10/01/2007	AJ			1.47-		2415.27
04/29/2011	Adjustment STW PN ADJMNT	11/01/2007	AJ			1.76-		2413.51
04/29/2011	Adjustment STW PN ADJMNT	12/03/2007	AJ			2.05-		2411.46
04/29/2011	Adjustment STW PN ADJMNT	01/02/2008	AJ			2.05-		2409.41
04/29/2011	Adjustment STW PN ADJMNT	02/01/2008	AJ			2.05-		2407.36
04/29/2011	Adjustment STW PN ADJMNT	03/03/2008	AJ			2.05-		2405.31
04/29/2011	Adjustment STW PN ADJMNT	01/31/2009	AJ			4.07-		2401.24
04/29/2011	Adjustment STW PN ADJMNT	03/02/2009	AJ			4.77-		2396.47
04/29/2011	Adjustment STW PN ADJMNT	04/01/2009	AJ			5.54-		2390.93
04/29/2011	Adjustment STW PN ADJMNT	05/01/2009	AJ			6.39-		2384.54
04/29/2011	Adjustment STW PN ADJMNT	06/01/2009	AJ			7.32-		2377.22
04/29/2011	Adjustment STW PN ADJMNT	07/01/2009	AJ			8.35-		2368.87
04/29/2011	Adjustment STW PN ADJMNT	08/03/2009	AJ			9.48-		2359.39
04/29/2011	Adjustment STW PN ADJMNT	09/01/2009	AJ			10.72-		2348.67
04/29/2011	Adjustment STW PN ADJMNT	10/01/2009	AJ			12.08-		2336.59
04/29/2011	Adjustment STW PN ADJMNT	11/02/2009	AJ			13.58-		2323.01
04/29/2011	Adjustment STW PN ADJMNT	12/02/2009	AJ			15.23-		2307.78
04/29/2011	Adjustment STW PN ADJMNT	01/04/2010	AJ			17.05-		2290.73
04/29/2011	Adjustment STW PN ADJMNT	02/02/2010	AJ			19.05-		2271.68
04/29/2011	Adjustment STW PN ADJMNT	03/02/2010	AJ			21.25-		2250.43
04/29/2011	Adjustment STW PN ADJMNT	04/01/2010	AJ			23.66-		2226.77
04/29/2011	Adjustment STW PN ADJMNT	05/04/2010	AJ			26.32-		2200.45
04/29/2011	Adjustment STW PN ADJMNT	06/04/2010	AJ			29.25-		2171.20
04/29/2011	Adjustment STW PN ADJMNT	07/01/2010	AJ			32.47-		2138.73
04/29/2011	Adjustment STW PN ADJMNT	08/04/2010	AJ			36.01-		2102.72
04/29/2011	Adjustment STW PN ADJMNT	09/01/2010	AJ			39.90-		2062.82
04/29/2011	Adjustment STW PN ADJMNT	10/04/2010	AJ			44.18-		2018.64
04/29/2011	Adjustment STW PN ADJMNT	11/02/2010	AJ			48.89-		1969.75
04/29/2011	Adjustment STW PN ADJMNT	12/02/2010	AJ			54.08-		1915.67
04/29/2011	Adjustment STW PN ADJMNT	01/03/2011	AJ			59.78-		1855.89
04/29/2011	Adjustment STW PN ADJMNT	02/01/2011	AJ			66.05-		1789.84
04/29/2011	Adjustment STW PN ADJMNT	03/04/2011	AJ			72.95-		1716.89
04/29/2011	Adjustment STW PN ADJMNT	04/04/2011	AJ			80.53-		1636.36
05/04/2011	Penalty	05/04/2011	PN				163.64	1800.00
05/29/2011	Utility Bill - Batch 00000530	05/31/2011	BI	47.93				1847.93
06/03/2011	Penalty	06/03/2011	PN				184.79	2032.72
05/31/2011	Utility Bill - Batch 00000542	06/30/2011	BI	47.93				2080.65
07/01/2011	Penalty	07/01/2011	PN				208.07	2288.72

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
06/30/2011	Utility Bill - Batch 00000546	07/29/2011	BI	47.93				2336.65
	Penalty	08/03/2011	PN				233.67	2570.32
07/29/2011	Utility Bill - Batch 00000547	08/31/2011	BI	47.93				2618.25
09/01/2011	Penalty	09/01/2011	PN				261.83	2880.08
08/31/2011	Utility Bill - Batch 00000552	09/30/2011	BI	47.93				2928.01
10/03/2011	Penalty	10/03/2011	PN				292.80	3220.81
09/30/2011	Utility Bill - Batch 00000566	10/31/2011	BI	47.93				3268.74
11/02/2011	Penalty	11/02/2011	PN				326.87	3595.61
10/31/2011	Utility Bill - Batch 00000571	11/30/2011	BI	47.93				3643.54
12/02/2011	Penalty	12/02/2011	PN				364.35	4007.89
11/30/2011	Utility Bill - Batch 00000583	12/30/2011	BI	47.93				4055.82
01/03/2012	Penalty	01/03/2012	PN				405.58	4461.40
12/30/2011	Utility Bill - Batch 00000586	01/31/2012	BI	47.93				4509.33
02/02/2012	Penalty	02/02/2012	PN				450.93	4960.26
01/31/2012	Utility Bill - Batch 00000597	02/29/2012	BI	47.93				5008.19
03/02/2012	Penalty	03/02/2012	PN				500.82	5509.01
02/29/2012	Utility Bill - Batch 00000601	03/30/2012	BI	47.93				5556.94
	Storm Water Totals			651.39	19.82	747.34	4178.03	5556.94
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	253.97				253.97
10/02/2006	Penalty	10/02/2006	PN				25.40	279.37
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	253.97				533.34
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			25.40-		507.94
11/03/2006	Penalty	11/03/2006	PN				50.79	558.73
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	253.97				812.70
11/06/2006	Check CK#5302219	09/29/2006	PY		253.97			558.73
11/06/2006	Check CK#5302219	10/31/2006	PY		253.97			304.76
	Check CK#5302219	11/03/2006	PY		50.79			253.97
	Late Fee	12/05/2006	PN				25.40	279.37
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	253.97				533.34
01/03/2007	Late Fee	01/03/2007	PN				25.40	558.74
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	253.97				812.71
01/04/2007	Check CK#8989	11/30/2006	PY		253.97			558.74
01/04/2007	Check CK#8989	12/29/2006	PY		253.97			304.77
01/04/2007	Check CK#8989	12/05/2006	PY		25.40			279.37
01/04/2007	Check CK#8989	01/03/2007	PY		25.40			253.97
02/06/2007	Late Fee	02/06/2007	PN				25.40	279.37
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	253.97				533.34
02/05/2007	Check CK#263444853	01/31/2007	PY		253.97			279.37
02/16/2007	Check CK#0096	02/28/2007	PY		253.97			25.40
02/16/2007	Check CK#0096	02/06/2007	PY		25.40			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	253.97				253.97
03/20/2007	Check CK#1001	03/30/2007	PY		253.97			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	253.97				253.97
04/27/2007	Check CK#1005	04/30/2007	PY		253.97			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	253.97				253.97
06/04/2007	Penalty	06/04/2007	PN				25.40	279.37
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	253.97				533.34
07/03/2007	Penalty	07/03/2007	PN				50.79	584.13
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	253.97				838.10
08/01/2007	Penalty	08/01/2007	PN				76.19	914.29
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	253.97				1168.26
09/05/2007	Penalty	09/05/2007	PN				101.59	1269.85
	Utility Bill - Batch 00000097	09/28/2007	BI	253.97				1523.82
10/01/2007	Penalty	10/01/2007	PN				126.99	1650.81
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	253.97				1904.78

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
11/01/2007	Penalty	11/01/2007	PN				152.38	2057.16
11/30/2007	Utility Bill - Batch 00000111	11/30/2007	BI	109.26				2166.42
12/03/2007	Penalty	12/03/2007	PN				163.31	2329.73
01/02/2008	Penalty	01/02/2008	PN				163.31	2493.04
02/01/2008	Penalty	02/01/2008	PN				163.31	2656.35
03/03/2008	Penalty	03/03/2008	PN				163.31	2819.66
11/26/2008	Utility Bill - Batch 00000168	12/31/2008	BI	114.71				2934.37
12/31/2008	Utility Bill - Batch 00000178	01/30/2009	BI	114.71				3049.08
01/31/2009	Penalty	01/31/2009	PN				304.91	3353.99
01/30/2009	Utility Bill - Batch 00000189	02/27/2009	BI	114.71				3468.70
03/02/2009	Penalty	03/02/2009	PN				346.87	3815.57
02/27/2009	Utility Bill - Batch 00000195	03/31/2009	BI	114.71				3930.28
04/01/2009	Penalty	04/01/2009	PN				393.03	4323.31
03/31/2009	Utility Bill - Batch 00000201	04/30/2009	BI	114.71				4438.02
05/01/2009	Penalty	05/01/2009	PN				443.80	4881.82
04/30/2009	Utility Bill - Batch 00000206	05/29/2009	BI	114.71				4996.53
06/01/2009	Penalty	06/01/2009	PN				499.65	5496.18
05/29/2009	Utility Bill - Batch 00000218	06/30/2009	BI	114.71				5610.89
07/01/2009	Penalty	07/01/2009	PN				561.09	6171.98
06/30/2009	Utility Bill - Batch 00000229	07/31/2009	BI	114.71				6286.69
08/03/2009	Penalty	08/03/2009	PN				628.67	6915.36
07/31/2009	Utility Bill - Batch 00000234	08/31/2009	BI	114.71				7030.07
09/01/2009	Penalty	09/01/2009	PN				703.01	7733.08
08/31/2009	Utility Bill - Batch 00000243	09/30/2009	BI	114.71				7847.79
10/01/2009	Penalty	10/01/2009	PN				784.78	8632.57
09/30/2009	Utility Bill - Batch 00000253	10/30/2009	BI	114.71				8747.28
11/02/2009	Penalty	11/02/2009	PN				874.73	9622.01
11/30/2009	Utility Bill - Batch 00000256	11/30/2009	BI	114.71				9736.72
12/02/2009	Penalty	12/02/2009	PN				973.67	10710.39
11/30/2009	Utility Bill - Batch 00000265	12/31/2009	BI	114.71				10825.10
01/04/2010	Penalty	01/04/2010	PN				1082.51	11907.61
12/31/2009	Utility Bill - Batch 00000266	01/29/2010	BI	114.71				12022.32
02/02/2010	Penalty	02/02/2010	PN				1202.23	13224.55
01/29/2010	Utility Bill - Batch 00000279	02/26/2010	BI	114.71				13339.26
03/02/2010	Penalty	03/02/2010	PN				1333.93	14673.19
02/26/2010	Utility Bill - Batch 00000288	03/31/2010	BI	114.71				14787.90
04/01/2010	Penalty	04/01/2010	PN				1478.79	16266.69
03/31/2010	Utility Bill - Batch 00000317	04/30/2010	BI	114.71				16381.40
05/04/2010	Penalty	05/04/2010	PN				1638.14	18019.54
04/30/2010	Utility Bill - Batch 00000328	05/31/2010	BI	114.71				18134.25
06/04/2010	Penalty	06/04/2010	PN				1813.43	19947.68
05/28/2010	Utility Bill - Batch 00000345	06/30/2010	BI	114.71				20062.39
07/01/2010	Penalty	07/01/2010	PN				2006.24	22068.63
06/30/2010	Utility Bill - Batch 00000347	07/30/2010	BI	114.71				22183.34
08/04/2010	Penalty	08/04/2010	PN				2218.33	24401.67
07/30/2010	Utility Bill - Batch 00000355	08/31/2010	BI	114.71				24516.38
09/01/2010	Penalty	09/01/2010	PN				2451.64	26968.02
08/31/2010	Utility Bill - Batch 00000362	09/30/2010	BI	114.71				27082.73
10/04/2010	Penalty	10/04/2010	PN				2708.27	29791.00
09/30/2010	Utility Bill - Batch 00000378	10/29/2010	BI	114.71				29905.71
11/02/2010	Penalty	11/02/2010	PN				2990.57	32896.28
11/30/2010	Utility Bill - Batch 00000384	11/30/2010	BI	114.71				33010.99
12/02/2010	Penalty	12/02/2010	PN				3301.10	36312.09
11/30/2010	Utility Bill - Batch 00000415	12/31/2010	BI	114.71				36426.80
01/03/2011	Penalty	01/03/2011	PN				3642.68	40069.48

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
12/30/2010	Utility Bill - Batch 00000421	01/31/2011	BI	114.71				40184.19
1/20/2011	Penalty	02/01/2011	PN				4018.42	44202.61
01/31/2011	Utility Bill - Batch 00000439	02/28/2011	BI	114.71				44317.32
03/04/2011	Penalty	03/04/2011	PN				4431.73	48749.05
02/28/2011	Utility Bill - Batch 00000470	03/31/2011	BI	114.71				48863.76
04/04/2011	Penalty	04/04/2011	PN				4886.38	53750.14
03/31/2011	Utility Bill - Batch 00000489	04/29/2011	BI	114.71				53864.85
04/29/2011	Adjustment NO SAN-ERROR BILL	08/31/2007	AJ			253.97-		53610.88
04/29/2011	Adjustment NO SAN-ERROR BILL	09/28/2007	AJ			253.97-		53356.91
04/29/2011	Adjustment NO SAN-ERROR BILL	10/31/2007	AJ			253.97-		53102.94
04/29/2011	Adjustment NO SAN-ERROR BILL	11/30/2007	AJ			109.26-		52993.68
04/29/2011	Adjustment NO SAN-ERROR BILL	12/31/2008	AJ			114.71-		52878.97
04/29/2011	Adjustment NO SAN-ERROR BILL	01/30/2009	AJ			114.71-		52764.26
04/29/2011	Adjustment NO SAN-ERROR BILL	02/27/2009	AJ			114.71-		52649.55
04/29/2011	Adjustment NO SAN-ERROR BILL	03/31/2009	AJ			114.71-		52534.84
04/29/2011	Adjustment NO SAN-ERROR BILL	04/30/2009	AJ			114.71-		52420.13
04/29/2011	Adjustment NO SAN-ERROR BILL	05/29/2009	AJ			114.71-		52305.42
04/29/2011	Adjustment NO SAN-ERROR BILL	06/30/2009	AJ			114.71-		52190.71
04/29/2011	Adjustment NO SAN-ERROR BILL	07/31/2009	AJ			114.71-		52076.00
04/29/2011	Adjustment NO SAN-ERROR BILL	08/31/2009	AJ			114.71-		51961.29
04/29/2011	Adjustment NO SAN-ERROR BILL	09/30/2009	AJ			114.71-		51846.58
04/29/2011	Adjustment NO SAN-ERROR BILL	10/30/2009	AJ			114.71-		51731.87
04/29/2011	Adjustment NO SAN-ERROR BILL	11/30/2009	AJ			114.71-		51617.16
04/29/2011	Adjustment NO SAN-ERROR BILL	12/31/2009	AJ			114.71-		51502.45
04/29/2011	Adjustment NO SAN-ERROR BILL	01/29/2010	AJ			114.71-		51387.74
04/29/2011	Adjustment NO SAN-ERROR BILL	02/26/2010	AJ			114.71-		51273.03
04/29/2011	Adjustment NO SAN-ERROR BILL	03/31/2010	AJ			114.71-		51158.32
04/29/2011	Adjustment NO SAN-ERROR BILL	04/30/2010	AJ			114.71-		51043.61
04/29/2011	Adjustment NO SAN-ERROR BILL	05/31/2010	AJ			114.71-		50928.90
04/29/2011	Adjustment NO SAN-ERROR BILL	06/30/2010	AJ			114.71-		50814.19
04/29/2011	Adjustment NO SAN-ERROR BILL	07/30/2010	AJ			114.71-		50699.48
04/29/2011	Adjustment NO SAN-ERROR BILL	08/31/2010	AJ			114.71-		50584.77
04/29/2011	Adjustment NO SAN-ERROR BILL	09/30/2010	AJ			114.71-		50470.06
04/29/2011	Adjustment NO SAN-ERROR BILL	10/29/2010	AJ			114.71-		50355.35
04/29/2011	Adjustment NO SAN-ERROR BILL	11/30/2010	AJ			114.71-		50240.64
04/29/2011	Adjustment NO SAN-ERROR BILL	12/31/2010	AJ			114.71-		50125.93
04/29/2011	Adjustment NO SAN-ERROR BILL	01/31/2011	AJ			114.71-		50011.22
04/29/2011	Adjustment NO SAN-ERROR BILL	02/28/2011	AJ			114.71-		49896.51
04/29/2011	Adjustment NO SAN-ERROR BILL	03/31/2011	AJ			114.71-		49781.80
04/29/2011	Adjustment NO SAN-ERROR BILL	04/29/2011	AJ			114.71-		49667.09
04/29/2011	Adjustment NO SN PN-BILL ERROR	09/05/2007	AJ			101.59-		49565.50
04/29/2011	Adjustment NO SN PN-BILL ERROR	10/01/2007	AJ			126.99-		49438.51
04/29/2011	Adjustment NO SN PN-BILL ERROR	11/01/2007	AJ			152.38-		49286.13
04/29/2011	Adjustment NO SN PN-BILL ERROR	12/03/2007	AJ			163.31-		49122.82
04/29/2011	Adjustment NO SN PN-BILL ERROR	01/02/2008	AJ			163.31-		48959.51
04/29/2011	Adjustment NO SN PN-BILL ERROR	02/01/2008	AJ			163.31-		48796.20
04/29/2011	Adjustment NO SN PN-BILL ERROR	03/03/2008	AJ			163.31-		48632.89
04/29/2011	Adjustment NO SN PN-BILL ERROR	01/31/2009	AJ			304.91-		48327.98
04/29/2011	Adjustment NO SN PN-BILL ERROR	03/02/2009	AJ			346.87-		47981.11
04/29/2011	Adjustment NO SN PN-BILL ERROR	04/01/2009	AJ			393.03-		47588.08
04/29/2011	Adjustment NO SN PN-BILL ERROR	05/01/2009	AJ			443.80-		47144.28
04/29/2011	Adjustment NO SN PN-BILL ERROR	06/01/2009	AJ			499.65-		46644.63
04/29/2011	Adjustment NO SN PN-BILL ERROR	07/01/2009	AJ			561.09-		46083.54
04/29/2011	Adjustment NO SN PN-BILL ERROR	08/03/2009	AJ			628.67-		45454.87
04/29/2011	Adjustment NO SN PN-BILL ERROR	09/01/2009	AJ					44751.86

11D(19)

04/02/12

Account Balance

10:20 AM

Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
04/29/2011	Adjustment NO SN PN-BILL ERROR	10/01/2009	AJ			784.78-		43967.08
11/02/2009	Adjustment NO SN PN-BILL ERROR	11/02/2009	AJ			874.73-		43092.35
04/29/2011	Adjustment NO SN PN-BILL ERROR	12/02/2009	AJ			973.67-		42118.68
04/29/2011	Adjustment NO SN PN-BILL ERROR	01/04/2010	AJ			1082.51-		41036.17
04/29/2011	Adjustment NO SN PN-BILL ERROR	02/02/2010	AJ			1202.23-		39833.94
04/29/2011	Adjustment NO SN PN-BILL ERROR	03/02/2010	AJ			1333.93-		38500.01
04/29/2011	Adjustment NO SN PN-BILL ERROR	04/01/2010	AJ			1478.79-		37021.22
04/29/2011	Adjustment NO SN PN-BILL ERROR	05/04/2010	AJ			1638.14-		35383.08
04/29/2011	Adjustment NO SN PN-BILL ERROR	06/04/2010	AJ			1813.43-		33569.65
04/29/2011	Adjustment NO SN PN-BILL ERROR	07/01/2010	AJ			2006.24-		31563.41
04/29/2011	Adjustment NO SN PN-BILL ERROR	08/04/2010	AJ			2218.33-		29345.08
04/29/2011	Adjustment NO SN PN-BILL ERROR	09/01/2010	AJ			2451.64-		26893.44
04/29/2011	Adjustment NO SN PN-BILL ERROR	10/04/2010	AJ			2708.27-		24185.17
04/29/2011	Adjustment NO SN PN-BILL ERROR	11/02/2010	AJ			2990.57-		21194.60
04/29/2011	Adjustment NO SN PN-BILL ERROR	12/02/2010	AJ			3301.10-		17893.50
04/29/2011	Adjustment NO SN PN-BILL ERROR	01/03/2011	AJ			3642.68-		14250.82
04/29/2011	Adjustment NO SN PN-BILL ERROR	02/01/2011	AJ			4018.42-		10232.40
04/29/2011	Adjustment NO SN PN-BILL ERROR	03/04/2011	AJ			4431.73-		5800.67
04/29/2011	Adjustment NO SN PN-BILL ERROR	04/04/2011	AJ			4886.38-		914.29
05/04/2011	Penalty	05/04/2011	PN				91.43	1005.72
06/03/2011	Penalty	06/03/2011	PN				100.57	1106.29
07/01/2011	Penalty	07/01/2011	PN				110.63	1216.92
08/03/2011	Penalty	08/03/2011	PN				121.69	1338.61
09/01/2011	Penalty	09/01/2011	PN				133.86	1472.47
10/03/2011	Penalty	10/03/2011	PN				147.25	1619.72
11/02/2011	Penalty	11/02/2011	PN				161.97	1781.69
12/02/2011	Penalty	12/02/2011	PN				178.17	1959.86
01/03/2012	Penalty	01/03/2012	PN				195.99	2155.85
02/02/2012	Penalty	02/02/2012	PN				215.59	2371.44
03/02/2012	Penalty	03/02/2012	PN				237.14	2608.58
	Sanitation Totals			6991.43	2158.75	52975.96-	50751.86	2608.58
11/09/2006	Adjustment NSF CK#8964		AJ			300.00		300.00
11/09/2006	Adjustment NSF CK FEE		AJ			40.00		340.00
01/04/2007	Check CK#8989		PY		340.00			.00
01/17/2007	Adjustment RET CK# 8989		AJ			2466.17		2466.17
01/17/2007	Adjustment NSF FEE		AJ			124.91		2591.08
02/05/2007	Check CK#263444853		PY		1884.19			706.89
02/16/2007	Check CK#0096		PY		355.86			351.03
03/20/2007	Check CK#1001		PY		351.03			.00
	Unapplied Cash - Utilities Total			.00	2931.08	2931.08	.00	.00
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	1061.78				1061.78
10/02/2006	Penalty	10/02/2006	PN				106.18	1167.96
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	67.92				1235.88
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			106.18-		1129.70
11/03/2006	Penalty	11/03/2006	PN				112.97	1242.67
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	35.86				1278.53
11/06/2006	Check CK#5302219	11/03/2006	PY		112.97			1165.56
11/27/2006	Cut-Off Fee	11/27/2006	PN				20.00	1185.56
12/05/2006	Late Fee	12/05/2006	PN				116.56	1302.12
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	28.99				1331.11
12/28/2006	Cut-Off Fee	12/28/2006	PN				20.00	1351.11
01/03/2007	Late Fee	01/03/2007	PN				2.90	1354.01
01/31/2007	Utility Bill - Batch 00000089	01/31/2007	BI	24.41				1378.42
01/04/2007	Check CK#8989	09/29/2006	PY					316.64
01/04/2007	Check CK#8989	10/31/2006	PY					248.72

ND(20)

04/02/12

Account Balance

10:20 AM

Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
01/04/2007	Check CK#8989	11/30/2006	PY		35.86			212.86
01/04/2007	Check CK#8989	12/05/2006	PY		116.56			96.30
01/04/2007	Check CK#8989	01/03/2007	PY		2.90			93.40
01/04/2007	Check CK#8989	11/27/2006	PY		20.00			73.40
01/04/2007	Check CK#8989	12/28/2006	PY		20.00			53.40
01/17/2007	Adjustment RET CK# 8989	12/29/2006	AJ			28.99		82.39
02/06/2007	Late Fee	02/06/2007	PN				2.44	84.83
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	28.99				113.82
02/05/2007	Check CK#263444853	12/29/2006	PY		57.98			55.84
02/05/2007	Check CK#263444853	01/31/2007	PY		24.41			31.43
02/16/2007	Check CK#0096	02/28/2007	PY		28.99			2.44
02/16/2007	Check CK#0096	02/06/2007	PY		2.44			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	31.28				31.28
03/20/2007	Check CK#1001	03/30/2007	PY		31.28			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	63.34				63.34
04/27/2007	Check CK#1005	04/30/2007	PY		63.34			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	33.57				33.57
06/04/2007	Penalty	06/04/2007	PN				3.36	36.93
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	63.34				100.27
06/19/2007	Cut-Off Fee	06/19/2007	PN				20.00	120.27
07/03/2007	Penalty	07/03/2007	PN				9.69	129.96
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	22.12				152.08
08/01/2007	Penalty	08/01/2007	PN				11.90	163.98
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	22.12				186.10
09/05/2007	Penalty	09/05/2007	PN				14.12	200.22
08/31/2007	Utility Bill - Batch 00000097	09/28/2007	BI	22.12				222.34
09/05/2007	Penalty	10/01/2007	PN				16.33	238.67
09/05/2007	Utility Bill - Batch 00000106	10/31/2007	BI	22.12				260.79
11/01/2007	Penalty	11/01/2007	PN				18.54	279.33
12/03/2007	Penalty	12/03/2007	PN				18.54	297.87
01/02/2008	Penalty	01/02/2008	PN				18.54	316.41
02/01/2008	Penalty	02/01/2008	PN				18.54	334.95
03/03/2008	Penalty	03/03/2008	PN				18.54	353.49
01/31/2009	Penalty	01/31/2009	PN				35.35	388.84
03/02/2009	Penalty	03/02/2009	PN				38.88	427.72
04/01/2009	Penalty	04/01/2009	PN				42.77	470.49
05/01/2009	Penalty	05/01/2009	PN				47.05	517.54
06/01/2009	Penalty	06/01/2009	PN				51.75	569.29
07/01/2009	Penalty	07/01/2009	PN				56.93	626.22
08/03/2009	Penalty	08/03/2009	PN				62.62	688.84
09/01/2009	Penalty	09/01/2009	PN				68.88	757.72
10/01/2009	Penalty	10/01/2009	PN				75.77	833.49
11/02/2009	Penalty	11/02/2009	PN				83.35	916.84
12/02/2009	Penalty	12/02/2009	PN				91.68	1008.52
01/04/2010	Penalty	01/04/2010	PN				100.85	1109.37
02/02/2010	Penalty	02/02/2010	PN				110.94	1220.31
03/02/2010	Penalty	03/02/2010	PN				122.03	1342.34
04/01/2010	Penalty	04/01/2010	PN				134.23	1476.57
05/04/2010	Penalty	05/04/2010	PN				147.66	1624.23
06/04/2010	Penalty	06/04/2010	PN				162.42	1786.65
07/01/2010	Penalty	07/01/2010	PN				178.67	1965.32
08/04/2010	Penalty	08/04/2010	PN				196.53	2161.85
09/01/2010	Penalty	09/01/2010	PN				216.19	2378.04
10/04/2010	Penalty	10/04/2010	PN				237.80	2615.84
11/02/2010	Penalty	11/02/2010	PN				261.58	2877.42

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
12/02/2010	Penalty	12/02/2010	PN				287.74	3165.16
12/02/2011	Penalty	01/03/2011	PN				316.52	3481.68
02/01/2011	Penalty	02/01/2011	PN				348.17	3829.85
03/04/2011	Penalty	03/04/2011	PN				382.99	4212.84
04/04/2011	Penalty	04/04/2011	PN				421.28	4634.12
05/04/2011	Penalty	05/04/2011	PN				463.41	5097.53
06/03/2011	Penalty	06/03/2011	PN				509.75	5607.28
07/01/2011	Penalty	07/01/2011	PN				560.73	6168.01
08/03/2011	Penalty	08/03/2011	PN				616.80	6784.81
09/01/2011	Penalty	09/01/2011	PN				678.48	7463.29
10/03/2011	Penalty	10/03/2011	PN				746.33	8209.62
11/02/2011	Penalty	11/02/2011	PN				820.96	9030.58
12/02/2011	Penalty	12/02/2011	PN				903.06	9933.64
01/03/2012	Penalty	01/03/2012	PN				993.36	10927.00
02/02/2012	Penalty	02/02/2012	PN				1092.70	12019.70
03/02/2012	Penalty	03/02/2012	PN				1201.97	13221.67
	Water Totals			1527.96	1646.43	77.19-	13417.33	13221.67
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	163.09				163.09
10/02/2006	Penalty	10/02/2006	PN				16.31	179.40
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	10.43				189.83
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			16.31-		173.52
11/03/2006	Penalty	11/03/2006	PN				17.35	190.87
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	5.51				196.38
11/06/2006	Check CK#5302219	09/29/2006	PY		163.09			33.29
11/06/2006	Check CK#5302219	10/31/2006	PY		10.43			22.86
11/06/2006	Check CK#5302219	11/03/2006	PY		17.35			5.51
11/06/2006	Late Fee	12/05/2006	PN				.55	6.06
10/02/2006	Utility Bill - Batch 00000088	12/29/2006	BI	4.45				10.51
01/03/2007	Late Fee	01/03/2007	PN				.45	10.96
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	3.75				14.71
01/04/2007	Check CK#8989	11/30/2006	PY		5.51			9.20
01/04/2007	Check CK#8989	12/29/2006	PY		4.45			4.75
01/04/2007	Check CK#8989	12/05/2006	PY		.55			4.20
01/04/2007	Check CK#8989	01/03/2007	PY		.45			3.75
02/06/2007	Late Fee	02/06/2007	PN				.38	4.13
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	4.45				8.58
02/05/2007	Check CK#263444853	01/31/2007	PY		3.75			4.83
02/16/2007	Check CK#0096	02/28/2007	PY		4.45			.38
02/16/2007	Check CK#0096	02/06/2007	PY		.38			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	4.81				4.81
03/20/2007	Check CK#1001	03/30/2007	PY		4.81			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	9.73				9.73
04/27/2007	Check CK#1005	04/30/2007	PY		9.73			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	5.16				5.16
06/04/2007	Penalty	06/04/2007	PN				.52	5.68
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	9.73				15.41
07/03/2007	Penalty	07/03/2007	PN				1.49	16.90
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	3.40				20.30
08/01/2007	Penalty	08/01/2007	PN				1.83	22.13
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	3.40				25.53
09/05/2007	Penalty	09/05/2007	PN				2.17	27.70
09/01/2007	Utility Bill - Batch 00000097	09/28/2007	BI	3.40				31.10
09/01/2007	Penalty	10/01/2007	PN				2.51	33.61
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	3.40				37.01
11/01/2007	Penalty	11/01/2007	PN				2.85	3

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
12/03/2007	Penalty	12/03/2007	PN				2.85	42.71
01/02/2008	Penalty	01/02/2008	PN				2.85	45.56
02/01/2008	Penalty	02/01/2008	PN				2.85	48.41
03/03/2008	Penalty	03/03/2008	PN				2.85	51.26
01/31/2009	Penalty	01/31/2009	PN				5.13	56.39
03/02/2009	Penalty	03/02/2009	PN				5.64	62.03
04/01/2009	Penalty	04/01/2009	PN				6.20	68.23
05/01/2009	Penalty	05/01/2009	PN				6.82	75.05
06/01/2009	Penalty	06/01/2009	PN				7.51	82.56
07/01/2009	Penalty	07/01/2009	PN				8.26	90.82
08/03/2009	Penalty	08/03/2009	PN				9.08	99.90
09/01/2009	Penalty	09/01/2009	PN				9.99	109.89
10/01/2009	Penalty	10/01/2009	PN				10.99	120.88
11/02/2009	Penalty	11/02/2009	PN				12.09	132.97
12/02/2009	Penalty	12/02/2009	PN				13.30	146.27
01/04/2010	Penalty	01/04/2010	PN				14.63	160.90
02/02/2010	Penalty	02/02/2010	PN				16.09	176.99
03/02/2010	Penalty	03/02/2010	PN				17.70	194.69
04/01/2010	Penalty	04/01/2010	PN				19.47	214.16
05/04/2010	Penalty	05/04/2010	PN				21.42	235.58
06/04/2010	Penalty	06/04/2010	PN				23.56	259.14
07/01/2010	Penalty	07/01/2010	PN				25.91	285.05
08/04/2010	Penalty	08/04/2010	PN				28.51	313.56
09/01/2010	Penalty	09/01/2010	PN				31.36	344.92
10/04/2010	Penalty	10/04/2010	PN				34.49	379.41
11/02/2010	Penalty	11/02/2010	PN				37.94	417.35
12/02/2010	Penalty	12/02/2010	PN				41.74	459.09
01/03/2011	Penalty	01/03/2011	PN				45.91	505.00
02/01/2011	Penalty	02/01/2011	PN				50.50	555.50
03/04/2011	Penalty	03/04/2011	PN				55.55	611.05
04/04/2011	Penalty	04/04/2011	PN				61.11	672.16
05/04/2011	Penalty	05/04/2011	PN				67.22	739.38
06/03/2011	Penalty	06/03/2011	PN				73.94	813.32
07/01/2011	Penalty	07/01/2011	PN				81.33	894.65
08/03/2011	Penalty	08/03/2011	PN				89.47	984.12
09/01/2011	Penalty	09/01/2011	PN				98.41	1082.53
10/03/2011	Penalty	10/03/2011	PN				108.25	1190.78
11/02/2011	Penalty	11/02/2011	PN				119.08	1309.86
12/02/2011	Penalty	12/02/2011	PN				130.99	1440.85
01/03/2012	Penalty	01/03/2012	PN				144.09	1584.94
02/02/2012	Penalty	02/02/2012	PN				158.49	1743.43
03/02/2012	Penalty	03/02/2012	PN				174.34	1917.77
Derm Fee Totals				234.71	224.95	16.31-	1924.32	1917.77
Grand Totals				11006.53	8535.68	49499.29-	83398.30	36369.86

Selection Options:

Customer 00650 / 00650
 Account / 00828
 Bill Type UT / UT
 Bill As Of 01/01/2001
 Cons. Ledger Included
 Billing History Not Included
 Ledger Type By AR Code

11D(23)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

NOTICE OF INTENT TO LIEN AND DEMAND FOR PAYMENT

Date: February 29, 2012

By Certified Mail

Receipt #7006 2760 0001 0681 3155

Name: North Bay Village Investment LLC
Address: 150 West Flagler Street, Suite 1525
City/State/Zip Code: Miami, FL 33130-1557

Legal Description: 1755 – 79th Street Causeway (Kennedy Causeway)
E300 Feet of Treasure Island, Lying North
of 79th Street Causeway, PER DB 4117-513
North Bay Village, Florida 33141

Zoning Classification: CG, Commercial General District

Parcel I.D. No. 23-3209-000-0110

Current Charges: \$30,019.94

Lien Amount: \$30,019.94

Dear Property Owner:

Please be advised that a violation of a City of North Bay Village Code has occurred against your property. This include unpaid utility service charges, which include storm water, waste collection and disposal, and other related charges, as mandated by Chapters 51, 52, 53, and 94 of the City of North Bay Village Code of Ordinances.

Unless payment is obtained within 10 days from the date of this letter, the City of North Bay Village will have no alternative except to file a lien against the property in the amount of no less than \$30,019.94.

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel

11D(24)

The amount indicated above, as of the date of this letter, is subject to change **due** to continuing accruing penalties. Additional research and recording fees may also be assessed and will affect the total amount due and payable.

REASONS FOR DEMAND

(A) Failure to pay utility charges

Note: Please make check or money order payable to:

City of North Bay Village

1700 Kennedy Causeway, #132

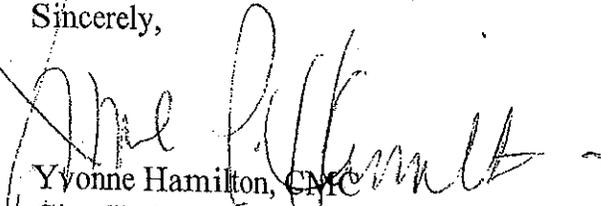
North Bay Village, FL 33141

To avoid placement of a lien against your property (real or personal), it is in your best interest to pay the full amount.

You may call us at (305) 756-7171; or if you prefer, fax any questions to us at (305) 756-7722. Faxes are answered within forty-eight (48) hours of receipt. Please include your name, telephone number and address.

Thank you for your prompt attention to this matter.

Sincerely,



Yvonne Hamilton, CMC
City Clerk

11D(25)

50
 RTH BAY VILLAGE INV LLC
 W FLAGLER ST
 TE 1525
 MI, FL 33130

Account 00773
 Description 1755 KENNEDY CSWY

----- Balance Summary -----					
de / Description	Budget	Current	Past Due	Penalty	Total
Sewer	1662.90-	.00	194.16	11683.02	11877.18
Storm Water	727.52	47.93	2066.85	2893.41	5008.19
Sanitation	55134.71-	.00	761.91	1609.53	2371.44
Water	1723.62-	.00	185.39	11834.31	12019.70
Perm Fee	241.26-	.00	28.49	1714.94	1743.43
	58034.97-	47.93	3236.80	29735.21	33019.94

----- Transaction Ledger -----								
date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
	Balance as of 01/01/2001							.00
1/2006	Utility Bill - Batch 00000085	09/29/2006	BI	2593.85				2593.85
2/2006	Penalty	10/02/2006	PN				111.28	2705.13
2/2006	Penalty	10/02/2006	PN				.23	2705.36
2/2006	Penalty	10/02/2006	PN				25.40	2730.76
2/2006	Penalty	10/02/2006	PN				106.18	2836.94
2/2006	Penalty	10/02/2006	PN				16.31	2853.25
2/2006	Utility Bill - Batch 00000086	10/31/2006	BI	405.73				3258.98
7/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			259.40-		2999.58
3/2006	Penalty	11/03/2006	PN				118.39	3117.97
3/2006	Penalty	11/03/2006	PN				.45	3118.42
3/2006	Penalty	11/03/2006	PN				50.79	3169.21
3/2006	Penalty	11/03/2006	PN				112.97	3282.18
3/2006	Penalty	11/03/2006	PN				17.35	3299.53
1/2006	Utility Bill - Batch 00000087	11/30/2006	BI	335.15				3634.68
6/2006	Check CK#5302219	09/29/2006	PY		2000.00			1634.68
9/2006	Adjustment NSF CK#8964		AJ				300.00	1934.68
9/2006	Adjustment NSF CK FEE		AJ				40.00	1974.68
7/2006	Cut-Off Fee	11/27/2006	PN				20.00	1994.68
5/2006	Late Fee	12/05/2006	PN				20.75	2015.43
5/2006	Late Fee	12/05/2006	PN				.23	2015.66
5/2006	Late Fee	12/05/2006	PN				25.40	2041.06
5/2006	Late Fee	12/05/2006	PN				116.56	2157.62
5/2006	Late Fee	12/05/2006	PN				.55	2158.17
10/2006	Utility Bill - Batch 00000088	12/29/2006	BI	320.02				2478.19
18/2006	Cut-Off Fee	12/28/2006	PN				20.00	2498.19
13/2007	Late Fee	01/03/2007	PN				3.04	2501.23
13/2007	Late Fee	01/03/2007	PN				.23	2501.46
13/2007	Late Fee	01/03/2007	PN				25.40	2526.86
13/2007	Late Fee	01/03/2007	PN				2.90	2529.76
13/2007	Late Fee	01/03/2007	PN				.45	2530.21
31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	309.94				2840.15
34/2007	Check CK#8989	09/29/2006	PY		2498.19			341.96
17/2007	Adjustment RET CK# 8989	12/29/2006	AJ				2498.19	2840.15
17/2007	Adjustment NSF FEE		AJ				124.91	2965.06
06/2007	Late Fee	02/06/2007	PN				2.56	2967.62
06/2007	Late Fee	02/06/2007	PN				.23	2967.85
06/2007	Late Fee	02/06/2007	PN				25.40	2993.25

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1/2007 Late Fee	02/06/2007 PN			38	
1/2007 Utility Bill - Batch 00000090	02/28/2007 BI	320.02			2996.07
1/2007 Check CK#263444853	12/29/2006 PY		2258.17		3316.09
1/2007 Check CK#0096	02/28/2007 PY		706.89		1057.92
1/2007 Utility Bill - Batch 00000091	03/30/2007 BI	325.07			351.03
1/2007 Check CK#1001	03/30/2007 PY		676.10		676.10
1/2007 Utility Bill - Batch 00000092	04/30/2007 BI	396.33			.00
1/2007 Check CK#1005	04/30/2007 PY		396.33		396.33
1/2007 Utility Bill - Batch 00000093	05/31/2007 BI	330.79			.00
1/2007 Penalty	06/04/2007 PN			3.52	330.79
1/2007 Penalty	06/04/2007 PN			.29	334.31
1/2007 Penalty	06/04/2007 PN			25.40	334.60
1/2007 Penalty	06/04/2007 PN			3.36	360.00
1/2007 Penalty	06/04/2007 PN			.52	363.36
1/2007 Utility Bill - Batch 00000094	06/29/2007 BI	396.33			363.88
9/2007 Cut-Off Fee	06/19/2007 PN			20.00	760.21
3/2007 Penalty	07/03/2007 PN			10.15	780.21
3/2007 Penalty	07/03/2007 PN			.59	790.36
3/2007 Penalty	07/03/2007 PN			50.79	790.95
3/2007 Penalty	07/03/2007 PN			9.69	841.74
3/2007 Penalty	07/03/2007 PN			1.49	851.43
9/2007 Utility Bill - Batch 00000095	07/31/2007 BI	305.58			852.92
1/2007 Penalty	08/01/2007 PN			12.47	1158.50
1/2007 Penalty	08/01/2007 PN			.88	1170.97
1/2007 Penalty	08/01/2007 PN			76.19	1171.85
1/2007 Penalty	08/01/2007 PN			11.90	1248.04
1/2007 Penalty	08/01/2007 PN			1.83	1259.94
1/2007 Utility Bill - Batch 00000096	08/31/2007 BI	305.58			1261.77
5/2007 Penalty	09/05/2007 PN			14.78	1567.35
5/2007 Penalty	09/05/2007 PN			1.17	1582.13
5/2007 Penalty	09/05/2007 PN			101.59	1583.30
5/2007 Penalty	09/05/2007 PN			14.12	1684.89
5/2007 Penalty	09/05/2007 PN			2.17	1699.01
11/2007 Utility Bill - Batch 00000097	09/28/2007 BI	305.58			1701.18
11/2007 Penalty	10/01/2007 PN			17.10	2006.76
11/2007 Penalty	10/01/2007 PN			1.47	2023.86
11/2007 Penalty	10/01/2007 PN			126.99	2025.33
11/2007 Penalty	10/01/2007 PN			16.33	2152.32
11/2007 Penalty	10/01/2007 PN			2.51	2168.65
11/2007 Utility Bill - Batch 00000106	10/31/2007 BI	305.58			2171.16
11/2007 Penalty	11/01/2007 PN			19.42	2476.74
11/2007 Penalty	11/01/2007 PN			1.76	2496.16
11/2007 Penalty	11/01/2007 PN			152.38	2497.92
11/2007 Penalty	11/01/2007 PN			18.54	2650.30
11/2007 Penalty	11/01/2007 PN			2.85	2668.84
11/2007 Utility Bill - Batch 00000111	11/30/2007 BI	112.19			2671.69
03/2007 Penalty	12/03/2007 PN			19.42	2783.88
03/2007 Penalty	12/03/2007 PN			2.05	2803.30
03/2007 Penalty	12/03/2007 PN			163.31	2805.35
03/2007 Penalty	12/03/2007 PN			18.54	2968.66
03/2007 Penalty	12/03/2007 PN			2.85	2987.20
02/2008 Penalty	01/02/2008 PN			19.42	2990.05
02/2008 Penalty	01/02/2008 PN			2.05	3009.47
02/2008 Penalty	01/02/2008 PN			163.31	3011.52
					3174.83

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/2007 Late Fee	02/06/2007 PN			38	2995.69
/2007 Utility Bill - Batch 00000090	02/28/2007 BI	320.02			2996.07
/2007 Check CK#263444853	12/29/2006 PY		2258.17		3316.09
/2007 Check CK#0096	02/28/2007 PY		706.89		1057.92
/2007 Utility Bill - Batch 00000091	03/30/2007 BI	325.07			351.03
/2007 Check CK#1001	03/30/2007 PY		676.10		676.10
/2007 Utility Bill - Batch 00000092	04/30/2007 BI	396.33			.00
/2007 Check CK#1005	04/30/2007 FY		396.33		396.33
/2007 Utility Bill - Batch 00000093	05/31/2007 BI	330.79			.00
/2007 Penalty	06/04/2007 PN			3.52	330.79
/2007 Penalty	06/04/2007 PN			.29	334.31
/2007 Penalty	06/04/2007 PN			25.40	334.60
/2007 Penalty	06/04/2007 PN			3.36	360.00
/2007 Penalty	06/04/2007 PN			.52	363.36
/2007 Utility Bill - Batch 00000094	06/29/2007 BI	396.33			363.88
/2007 Cut-Off Fee	06/19/2007 PN			20.00	760.21
/2007 Penalty	07/03/2007 PN			10.15	780.21
/2007 Penalty	07/03/2007 PN			.59	790.36
/2007 Penalty	07/03/2007 PN			50.79	790.95
/2007 Penalty	07/03/2007 PN			9.69	841.74
/2007 Penalty	07/03/2007 PN			1.49	851.43
/2007 Utility Bill - Batch 00000095	07/31/2007 BI	305.58			852.92
/2007 Penalty	08/01/2007 PN			12.47	1158.50
/2007 Penalty	08/01/2007 PN			.88	1170.97
/2007 Penalty	08/01/2007 PN			76.19	1171.85
/2007 Penalty	08/01/2007 PN			11.90	1248.04
/2007 Penalty	08/01/2007 PN			1.83	1259.94
/2007 Utility Bill - Batch 00000096	08/31/2007 BI	305.58			1261.77
/2007 Penalty	09/05/2007 PN			14.78	1567.35
/2007 Penalty	09/05/2007 PN			1.17	1582.13
/2007 Penalty	09/05/2007 PN			101.59	1583.30
/2007 Penalty	09/05/2007 PN			14.12	1684.89
/2007 Penalty	09/05/2007 PN			2.17	1699.01
/2007 Utility Bill - Batch 00000097	09/28/2007 BI	305.58			1701.18
/2007 Penalty	10/01/2007 PN			17.10	2006.76
/2007 Penalty	10/01/2007 PN			1.47	2023.86
/2007 Penalty	10/01/2007 PN			126.99	2025.33
/2007 Penalty	10/01/2007 PN			16.33	2152.32
/2007 Penalty	10/01/2007 PN			2.51	2168.65
/2007 Utility Bill - Batch 00000106	10/31/2007 BI	305.58			2171.16
/2007 Penalty	11/01/2007 PN			19.42	2476.74
/2007 Penalty	11/01/2007 PN			1.76	2496.16
/2007 Penalty	11/01/2007 PN			152.38	2497.92
/2007 Penalty	11/01/2007 PN			18.54	2650.30
/2007 Penalty	11/01/2007 PN			2.85	2668.84
/2007 Utility Bill - Batch 00000111	11/30/2007 BI	112.19			2671.69
/2007 Penalty	12/03/2007 PN			19.42	2783.88
/2007 Penalty	12/03/2007 PN			2.05	2803.30
/2007 Penalty	12/03/2007 PN			163.31	2805.35
/2007 Penalty	12/03/2007 PN			18.54	2968.66
/2007 Penalty	12/03/2007 PN			2.85	2987.20
/2008 Penalty	01/02/2008 PN			19.42	2990.05
/2008 Penalty	01/02/2008 PN			2.05	3009.47
/2008 Penalty	01/02/2008 PN			163.31	3011.52
					3174.83

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/2008 Penalty	01/02/2008 PN		2.85	3196.22
/2008 Penalty	02/01/2008 PN		19.42	3215.64
/2008 Penalty	02/01/2008 PN		2.05	3217.69
/2008 Penalty	02/01/2008 PN		163.31	3381.00
/2008 Penalty	02/01/2008 PN		18.54	3399.54
/2008 Penalty	02/01/2008 PN		2.85	3402.39
/2008 Penalty	03/03/2008 PN		19.42	3421.81
/2008 Penalty	03/03/2008 PN		2.05	3423.86
/2008 Penalty	03/03/2008 PN		163.31	3587.17
/2008 Penalty	03/03/2008 PN		18.54	3605.71
/2008 Penalty	03/03/2008 PN		2.85	3608.56
/2008 Utility Bill - Batch 00000168	12/31/2008 BI	117.64		3726.20
/2008 Utility Bill - Batch 00000178	01/30/2009 BI	117.64		3843.84
/2009 Penalty	01/31/2009 PN		34.93	3878.77
/2009 Penalty	01/31/2009 PN		4.07	3882.84
/2009 Penalty	01/31/2009 PN		304.91	4187.75
/2009 Penalty	01/31/2009 PN		35.35	4223.10
/2009 Penalty	01/31/2009 PN		5.13	4228.23
/2009 Utility Bill - Batch 00000189	02/27/2009 BI	117.64		4345.87
/2009 Penalty	03/02/2009 PN		38.42	4384.29
/2009 Penalty	03/02/2009 PN		4.77	4389.06
/2009 Penalty	03/02/2009 PN		346.87	4735.93
/2009 Penalty	03/02/2009 PN		38.88	4774.81
/2009 Penalty	03/02/2009 PN		5.64	4780.45
/2009 Utility Bill - Batch 00000195	03/31/2009 BI	117.64		4898.09
/2009 Penalty	04/01/2009 PN		42.26	4940.35
/2009 Penalty	04/01/2009 PN		5.54	4945.89
/2009 Penalty	04/01/2009 PN		393.03	5338.92
/2009 Penalty	04/01/2009 PN		42.77	5381.69
/2009 Penalty	04/01/2009 PN		6.20	5387.89
/2009 Utility Bill - Batch 00000201	04/30/2009 BI	117.64		5505.53
/2009 Penalty	05/01/2009 PN		46.49	5552.02
/2009 Penalty	05/01/2009 PN		6.39	5558.41
/2009 Penalty	05/01/2009 PN		443.80	6002.21
/2009 Penalty	05/01/2009 PN		47.05	6049.26
/2009 Penalty	05/01/2009 PN		6.82	6056.08
0/2009 Utility Bill - Batch 00000206	05/29/2009 BI	117.64		6173.72
/2009 Penalty	06/01/2009 PN		51.14	6224.86
/2009 Penalty	06/01/2009 PN		7.32	6232.18
/2009 Penalty	06/01/2009 PN		499.65	6731.83
/2009 Penalty	06/01/2009 PN		51.75	6783.58
/2009 Penalty	06/01/2009 PN		7.51	6791.09
9/2009 Utility Bill - Batch 00000218	06/30/2009 BI	117.64		6908.73
/2009 Penalty	07/01/2009 PN		56.25	6964.98
/2009 Penalty	07/01/2009 PN		8.35	6973.33
/2009 Penalty	07/01/2009 PN		561.09	7534.42
/2009 Penalty	07/01/2009 PN		56.93	7591.35
/2009 Penalty	07/01/2009 PN		8.26	7599.61
30/2009 Utility Bill - Batch 00000229	07/31/2009 BI	117.64		7717.25
33/2009 Penalty	08/03/2009 PN		61.88	7779.13
33/2009 Penalty	08/03/2009 PN		9.48	7788.61
33/2009 Penalty	08/03/2009 PN		628.67	8417.28
33/2009 Penalty	08/03/2009 PN		62.62	8479.90
33/2009 Penalty	08/03/2009 PN		9.08	8488.98

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2009 Penalty	09/01/2009 PN		68.07	8674.69
2009 Penalty	09/01/2009 PN		10.72	8685.41
2009 Penalty	09/01/2009 PN		703.01	9388.42
2009 Penalty	09/01/2009 PN		68.88	9457.30
2009 Penalty	09/01/2009 PN		9.99	9467.29
2009 Utility Bill - Batch 00000243	09/30/2009 BI	117.64		9584.93
2009 Penalty	10/01/2009 PN		74.87	9659.80
2009 Penalty	10/01/2009 PN		12.08	9671.88
2009 Penalty	10/01/2009 PN		784.78	10456.66
2009 Penalty	10/01/2009 PN		75.77	10532.43
2009 Penalty	10/01/2009 PN		10.99	10543.42
2009 Utility Bill - Batch 00000253	10/30/2009 BI	117.64		10661.06
2009 Penalty	11/02/2009 PN		82.36	10743.42
2009 Penalty	11/02/2009 PN		13.58	10757.00
2009 Penalty	11/02/2009 PN		874.73	11631.73
2009 Penalty	11/02/2009 PN		83.35	11715.08
2009 Penalty	11/02/2009 PN		12.09	11727.17
2009 Utility Bill - Batch 00000256	11/30/2009 BI	117.64		11844.81
2009 Penalty	12/02/2009 PN		90.60	11935.41
2009 Penalty	12/02/2009 PN		15.23	11950.64
2009 Penalty	12/02/2009 PN		973.67	12924.31
2009 Penalty	12/02/2009 PN		91.68	13015.99
2009 Penalty	12/02/2009 PN		13.30	13029.29
2009 Utility Bill - Batch 00000265	12/31/2009 BI	117.64		13146.93
2010 Penalty	01/04/2010 PN		99.66	13246.59
2010 Penalty	01/04/2010 PN		17.05	13263.64
2010 Penalty	01/04/2010 PN		1082.51	14346.15
2010 Penalty	01/04/2010 PN		100.85	14447.00
2010 Penalty	01/04/2010 PN		14.63	14461.63
2009 Utility Bill - Batch 00000266	01/29/2010 BI	117.64		14579.27
2010 Penalty	02/02/2010 PN		109.62	14688.89
2010 Penalty	02/02/2010 PN		19.05	14707.94
2010 Penalty	02/02/2010 PN		1202.23	15910.17
2010 Penalty	02/02/2010 PN		110.94	16021.11
2010 Penalty	02/02/2010 PN		16.09	16037.20
2010 Utility Bill - Batch 00000279	02/26/2010 BI	117.64		16154.84
2010 Penalty	03/02/2010 PN		120.58	16275.42
2010 Penalty	03/02/2010 PN		21.25	16296.67
2010 Penalty	03/02/2010 PN		1333.93	17630.60
2010 Penalty	03/02/2010 PN		122.03	17752.63
2010 Penalty	03/02/2010 PN		17.70	17770.33
2010 Utility Bill - Batch 00000288	03/31/2010 BI	117.64		17887.97
2010 Penalty	04/01/2010 PN		132.64	18020.61
2010 Penalty	04/01/2010 PN		23.66	18044.27
2010 Penalty	04/01/2010 PN		1478.79	19523.06
2010 Penalty	04/01/2010 PN		134.23	19657.29
2010 Penalty	04/01/2010 PN		19.47	19676.76
2010 Utility Bill - Batch 00000317	04/30/2010 BI	117.64		19794.40
2010 Penalty	05/04/2010 PN		145.91	19940.31
2010 Penalty	05/04/2010 PN		26.32	19966.63
2010 Penalty	05/04/2010 PN		1638.14	21604.77
2010 Penalty	05/04/2010 PN		147.66	21752.43
2010 Penalty	05/04/2010 PN		21.42	21773.85
2010 Utility Bill - Batch 00000328	05/31/2010 BI	117.64		21891.49

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2010 Penalty	06/04/2010 PN		29.25	22081.24
2010 Penalty	06/04/2010 PN		1813.43	23894.67
2010 Penalty	06/04/2010 PN		162.42	24057.09
2010 Penalty	06/04/2010 PN		23.56	24080.65
2010 Utility Bill - Batch 00000345	06/30/2010 BI	117.64		24198.29
2010 Penalty	07/01/2010 PN		176.55	24374.84
2010 Penalty	07/01/2010 PN		32.47	24407.31
2010 Penalty	07/01/2010 PN		2006.24	26413.55
2010 Penalty	07/01/2010 PN		178.67	26592.22
2010 Penalty	07/01/2010 PN		25.91	26618.13
2010 Utility Bill - Batch 00000347	07/30/2010 BI	117.64		26735.77
2010 Penalty	08/04/2010 PN		194.20	26929.97
2010 Penalty	08/04/2010 PN		36.01	26965.98
2010 Penalty	08/04/2010 PN		2218.33	29184.31
2010 Penalty	08/04/2010 PN		196.53	29380.84
2010 Penalty	08/04/2010 PN		28.51	29409.35
2010 Utility Bill - Batch 00000355	08/31/2010 BI	117.64		29526.99
2010 Penalty	09/01/2010 PN		213.62	29740.61
2010 Penalty	09/01/2010 PN		39.90	29780.51
2010 Penalty	09/01/2010 PN		2451.64	32232.15
2010 Penalty	09/01/2010 PN		216.19	32448.34
2010 Penalty	09/01/2010 PN		31.36	32479.70
2010 Utility Bill - Batch 00000362	09/30/2010 BI	117.64		32597.34
2010 Penalty	10/04/2010 PN		234.98	32832.32
2010 Penalty	10/04/2010 PN		44.18	32876.50
2010 Penalty	10/04/2010 PN		2708.27	35584.77
2010 Penalty	10/04/2010 PN		237.80	35822.57
2010 Penalty	10/04/2010 PN		34.49	35857.06
2010 Utility Bill - Batch 00000378	10/29/2010 BI	117.64		35974.70
2010 Penalty	11/02/2010 PN		258.48	36233.18
2010 Penalty	11/02/2010 PN		48.89	36282.07
2010 Penalty	11/02/2010 PN		2990.57	39272.64
2010 Penalty	11/02/2010 PN		261.58	39534.22
2010 Penalty	11/02/2010 PN		37.94	39572.16
2010 Utility Bill - Batch 00000384	11/30/2010 BI	117.64		39689.80
2010 Penalty	12/02/2010 PN		284.33	39974.13
2010 Penalty	12/02/2010 PN		54.08	40028.21
2010 Penalty	12/02/2010 PN		3301.10	43329.31
2010 Penalty	12/02/2010 PN		287.74	43617.05
2010 Penalty	12/02/2010 PN		41.74	43658.79
2010 Utility Bill - Batch 00000415	12/31/2010 BI	117.64		43776.43
03/2011 Penalty	01/03/2011 PN		312.76	44089.19
03/2011 Penalty	01/03/2011 PN		59.78	44148.97
03/2011 Penalty	01/03/2011 PN		3642.68	47791.65
03/2011 Penalty	01/03/2011 PN		316.52	48108.17
03/2011 Penalty	01/03/2011 PN		45.91	48154.08
2010 Utility Bill - Batch 00000421	01/31/2011 BI	117.64		48271.72
01/2011 Penalty	02/01/2011 PN		344.04	48615.76
01/2011 Penalty	02/01/2011 PN		66.05	48681.81
01/2011 Penalty	02/01/2011 PN		4018.42	52700.23
01/2011 Penalty	02/01/2011 PN		348.17	53048.40
01/2011 Penalty	02/01/2011 PN		50.50	53098.90
2011 Utility Bill - Batch 00000439	02/28/2011 BI	117.64		53216.54
04/2011 Penalty	03/04/2011 PN		378.44	53594.98

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2011 Penalty	03/04/2011 PN		72.95	53667.93
2011 Penalty	03/04/2011 PN		4431.73	58099.66
2011 Penalty	03/04/2011 PN		382.99	58482.65
2011 Penalty	03/04/2011 PN		55.55	58538.20
2011 Utility Bill - Batch 00000470	03/31/2011 BI	117.64		58655.84
2011 Penalty	04/04/2011 PN		416.29	59072.13
2011 Penalty	04/04/2011 PN		80.53	59152.66
2011 Penalty	04/04/2011 PN		4886.38	64039.04
2011 Penalty	04/04/2011 PN		421.28	64460.32
2011 Penalty	04/04/2011 PN		61.11	64521.43
2011 Utility Bill - Batch 00000489	04/29/2011 BI	117.64		64639.07
2011 Adjustment NO SAN-ERROR BILL	08/31/2007 AJ		4197.76-	60441.31
2011 Adjustment SWT BILL ERROR	07/31/2007 AJ		1530.00	61971.31
2011 Adjustment STW PN ADJMNT	08/01/2007 AJ		782.43-	61188.88
2011 Adjustment NO SN PN-BILL ERROR	09/05/2007 AJ		48752.80-	12436.08
2011 Penalty	05/04/2011 PN		457.92	12894.00
2011 Penalty	05/04/2011 PN		163.64	13057.64
2011 Penalty	05/04/2011 PN		91.43	13149.07
2011 Penalty	05/04/2011 PN		463.41	13612.48
2011 Penalty	05/04/2011 PN		67.22	13679.70
2011 Utility Bill - Batch 00000530	05/31/2011 BI	47.93		13727.63
2011 Penalty	06/03/2011 PN		503.71	14231.34
2011 Penalty	06/03/2011 PN		184.79	14416.13
2011 Penalty	06/03/2011 PN		100.57	14516.70
2011 Penalty	06/03/2011 PN		509.75	15026.45
2011 Penalty	06/03/2011 PN		73.94	15100.39
2011 Utility Bill - Batch 00000542	06/30/2011 BI	47.93		15148.32
2011 Penalty	07/01/2011 PN		554.08	15702.40
2011 Penalty	07/01/2011 PN		208.07	15910.47
2011 Penalty	07/01/2011 PN		110.63	16021.10
2011 Penalty	07/01/2011 PN		560.73	16581.83
2011 Penalty	07/01/2011 PN		81.33	16663.16
2011 Utility Bill - Batch 00000546	07/29/2011 BI	47.93		16711.09
2011 Penalty	08/03/2011 PN		609.49	17320.58
2011 Penalty	08/03/2011 PN		233.67	17554.25
2011 Penalty	08/03/2011 PN		121.69	17675.94
1/2011 Penalty	08/03/2011 PN		616.80	18292.74
1/2011 Penalty	08/03/2011 PN		89.47	18382.21
1/2011 Utility Bill - Batch 00000547	08/31/2011 BI	47.93		18430.14
2011 Penalty	09/01/2011 PN		670.44	19100.58
2011 Penalty	09/01/2011 PN		261.83	19362.41
1/2011 Penalty	09/01/2011 PN		133.86	19496.27
1/2011 Penalty	09/01/2011 PN		678.48	20174.75
1/2011 Penalty	09/01/2011 PN		98.41	20273.16
1/2011 Utility Bill - Batch 00000552	09/30/2011 BI	47.93		20321.09
3/2011 Penalty	10/03/2011 PN		737.48	21058.57
3/2011 Penalty	10/03/2011 PN		292.80	21351.37
3/2011 Penalty	10/03/2011 PN		147.25	21498.62
3/2011 Penalty	10/03/2011 PN		746.33	22244.95
3/2011 Penalty	10/03/2011 PN		108.25	22353.20
0/2011 Utility Bill - Batch 00000566	10/31/2011 BI	47.93		22401.13
2/2011 Penalty	11/02/2011 PN		811.23	23212.36
2/2011 Penalty	11/02/2011 PN		326.87	23539.23
2/2011 Penalty	11/02/2011 PN		161.97	23701.20
2/2011 Penalty	11/02/2011 PN		820.96	24522.16

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/2011 Penalty		11/02/2011 PN			119.08	24641.24
/2011 Utility Bill - Batch 00000571	47.93	11/30/2011 BI				24689.17
/2011 Penalty		12/02/2011 PN			892.35	25581.52
/2011 Penalty		12/02/2011 PN			364.35	25945.87
/2011 Penalty		12/02/2011 PN			178.17	26124.04
/2011 Penalty		12/02/2011 PN			903.06	27027.10
/2011 Penalty		12/02/2011 PN			130.99	27158.09
/2011 Utility Bill - Batch 00000583	47.93	12/30/2011 BI				27206.02
/2012 Penalty		01/03/2012 PN			981.59	28187.61
/2012 Penalty		01/03/2012 PN			405.58	28593.19
/2012 Penalty		01/03/2012 PN			195.99	28789.18
/2012 Penalty		01/03/2012 PN			993.36	29782.54
/2012 Penalty		01/03/2012 PN			144.09	29926.63
/2011 Utility Bill - Batch 00000586	47.93	01/31/2012 BI				29974.56
/2012 Penalty		02/02/2012 PN			1079.74	31054.30
/2012 Penalty		02/02/2012 PN			450.93	31505.23
/2012 Penalty		02/02/2012 PN			215.59	31720.82
/2012 Penalty		02/02/2012 PN			1092.70	32813.52
/2012 Penalty		02/02/2012 PN			158.49	32972.01
/2012 Utility Bill - Batch 00000597	47.93	02/29/2012 BI				33019.94
Transaction Totals	10958.60		8535.68	49499.29-	80096.31	33019.94
Grand Totals	10958.60		8535.68	49499.29-	80096.31	33019.94

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 lling History Not Included
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of Report

11D(34)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway Suite 132 North Bay Village FL 33141-4190
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

December 21, 2011

Mr. Michael I. Rose, P.A.
Museum Tower, Suite 1525
150 West Flagler Street
Miami, FL 33130

Re: Account No. 00650-00773
1755 Kennedy Causeway
North Bay Village, FL 33141

Dear Mr. Rose,

I have received your request for a print-out summary indicating all charges for the above referenced account for the property located at 1755 Kennedy Causeway. Please find attached a copy of the requested detail that comprises the outstanding balance that is due.

If you should require any further information, please contact the Finance Department at (305) 756-7171.

Sincerely,

Gerard A. Pirri
Finance Director

CC: Mr. Dennis Kelly, City Manager
Ms. Yvonne Hamilton, City Clerk

110(35)

Customer: 00650
NORTH BAY VILLAGE INV LLC
150 W FLAGLER ST
SUITE 1525
MIAMI, FL 33130

Bill Type: UT Utility
Account: 00773
Description: 1755 KENNEDY CSWY

Balance Summary

AR Code / Description	Budget	Current	Past Due	Penalty	Total
SE Sewer	1662.90-	.00	194.16	9621.69	9815.85
SW Storm Water	727.52	47.93	1970.99	2036.90	4055.82
TR Sanitation	55134.71-	.00	761.91	1197.95	1959.86
WA Water	1723.62-	.00	185.39	9748.25	9933.64
X1 Derm Fee	241.26-	.00	28.49	1412.36	1440.85
Total	58034.97-	47.93	3140.94	24017.15	27206.02

Transaction Ledger

Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
Balance as of 01/01/2001								.00
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	1112.76				1112.76
10/02/2006	Penalty	10/02/2006	PN				111.28	1224.04
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	71.16				1295.20
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			111.28-		1183.92
11/03/2006	Penalty	11/03/2006	PN				118.39	1302.31
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	37.56				1339.87
11/06/2006	Check CK#5302219	09/29/2006	PY		1014.09			325.78
11/06/2006	Check CK#5302219	11/03/2006	PY		118.39			207.39
12/05/2006	Late Fee	12/05/2006	PN				20.75	228.14
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	30.36				258.50
01/03/2007	Late Fee	01/03/2007	PN				3.04	261.54
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	25.56				287.10
01/04/2007	Check CK#8989	09/29/2006	PY		98.67			188.43
01/04/2007	Check CK#8989	10/31/2006	PY		71.16			117.27
01/04/2007	Check CK#8989	11/30/2006	PY		37.56			79.71
01/04/2007	Check CK#8989	12/29/2006	PY		27.33			52.38
01/04/2007	Check CK#8989	12/05/2006	PY		20.75			31.63
01/04/2007	Check CK#8989	01/03/2007	PY		3.04			28.59
01/17/2007	Adjustment RET CK# 8989	12/29/2006	AJ			3.03		31.62
02/06/2007	Late Fee	02/06/2007	PN				2.56	34.18
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	30.36				64.54
02/05/2007	Check CK#263444853	12/29/2006	PY		6.06			58.48
02/05/2007	Check CK#263444853	01/31/2007	PY		25.56			32.92
02/16/2007	Check CK#0096	02/28/2007	PY		30.36			2.56
02/16/2007	Check CK#0096	02/06/2007	PY		2.56			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	32.76				32.76
03/20/2007	Check CK#1001	03/30/2007	PY		32.76			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	66.36				66.36
04/27/2007	Check CK#1005	04/30/2007	PY		66.36			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	35.16				35.16
06/04/2007	Penalty	06/04/2007	PN				3.52	38.68
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	66.36				105.04
07/03/2007	Penalty	07/03/2007	PN				10.15	115.19
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	23.16				138.35
08/01/2007	Penalty	08/01/2007	PN				12.47	150.82
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	23.16				173.98
09/05/2007	Penalty	09/05/2007	PN				14.78	188.76

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
08/31/2007	Utility Bill - Batch 00000097	09/28/2007	BI	23.16				211.92
10/01/2007	Penalty	10/01/2007	PN				17.10	229.02
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	23.16				252.18
11/01/2007	Penalty	11/01/2007	PN				19.42	271.60
12/03/2007	Penalty	12/03/2007	PN				19.42	291.02
01/02/2008	Penalty	01/02/2008	PN				19.42	310.44
02/01/2008	Penalty	02/01/2008	PN				19.42	329.86
03/03/2008	Penalty	03/03/2008	PN				19.42	349.28
01/31/2009	Penalty	01/31/2009	PN				34.93	384.21
03/02/2009	Penalty	03/02/2009	PN				38.42	422.63
04/01/2009	Penalty	04/01/2009	PN				42.26	464.89
05/01/2009	Penalty	05/01/2009	PN				46.49	511.38
06/01/2009	Penalty	06/01/2009	PN				51.14	562.52
07/01/2009	Penalty	07/01/2009	PN				56.25	618.77
08/03/2009	Penalty	08/03/2009	PN				61.88	680.65
09/01/2009	Penalty	09/01/2009	PN				68.07	748.72
10/01/2009	Penalty	10/01/2009	PN				74.87	823.59
11/02/2009	Penalty	11/02/2009	PN				82.36	905.95
12/02/2009	Penalty	12/02/2009	PN				90.60	996.55
01/04/2010	Penalty	01/04/2010	PN				99.66	1096.21
02/02/2010	Penalty	02/02/2010	PN				109.62	1205.83
03/02/2010	Penalty	03/02/2010	PN				120.58	1326.41
04/01/2010	Penalty	04/01/2010	PN				132.64	1459.05
05/04/2010	Penalty	05/04/2010	PN				145.91	1604.96
06/04/2010	Penalty	06/04/2010	PN				160.50	1765.46
07/01/2010	Penalty	07/01/2010	PN				176.55	1942.01
08/04/2010	Penalty	08/04/2010	PN				194.20	2136.21
09/01/2010	Penalty	09/01/2010	PN				213.62	2349.83
10/04/2010	Penalty	10/04/2010	PN				234.98	2584.81
11/02/2010	Penalty	11/02/2010	PN				258.48	2843.29
12/02/2010	Penalty	12/02/2010	PN				284.33	3127.62
01/03/2011	Penalty	01/03/2011	PN				312.76	3440.38
02/01/2011	Penalty	02/01/2011	PN				344.04	3784.42
03/04/2011	Penalty	03/04/2011	PN				378.44	4162.86
04/04/2011	Penalty	04/04/2011	PN				416.29	4579.15
05/04/2011	Penalty	05/04/2011	PN				457.92	5037.07
06/03/2011	Penalty	06/03/2011	PN				503.71	5540.78
07/01/2011	Penalty	07/01/2011	PN				554.08	6094.86
08/03/2011	Penalty	08/03/2011	PN				609.49	6704.35
09/01/2011	Penalty	09/01/2011	PN				670.44	7374.79
10/03/2011	Penalty	10/03/2011	PN				737.48	8112.27
11/02/2011	Penalty	11/02/2011	PN				811.23	8923.50
12/02/2011	Penalty	12/02/2011	PN				892.35	9815.85
	Sewer Totals			1601.04	1554.65	108.25-	9877.71	9815.85
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	2.25				2.25
10/02/2006	Penalty	10/02/2006	PN				.23	2.48
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	2.25				4.73
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			.23-		4.50
11/03/2006	Penalty	11/03/2006	PN				.45	4.95
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	2.25				7.20
11/06/2006	Check CK#5302219	09/29/2006	PY		2.25			4.95
11/06/2006	Check CK#5302219	10/31/2006	PY		2.25			2.70
11/06/2006	Check CK#5302219	11/03/2006	PY		.45			2.25
12/05/2006	Late Fee	12/05/2006	PN				.23	2.48
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	2.25				4.73

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
01/03/2007	Late Fee	01/03/2007	PN				.23	4.96
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	2.25				7.21
01/04/2007	Check CK#8989	11/30/2006	PY		2.25			4.96
01/04/2007	Check CK#8989	12/29/2006	PY		2.25			2.71
01/04/2007	Check CK#8989	12/05/2006	PY		.23			2.48
01/04/2007	Check CK#8989	01/03/2007	PY		.23			2.25
02/06/2007	Late Fee	02/06/2007	PN				.23	2.48
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	2.25				4.73
02/05/2007	Check CK#263444853	01/31/2007	PY		2.25			2.48
02/16/2007	Check CK#0096	02/28/2007	PY		2.25			.23
02/16/2007	Check CK#0096	02/06/2007	PY		.23			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	2.25				2.25
03/20/2007	Check CK#1001	03/30/2007	PY		2.25			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	2.93				2.93
04/27/2007	Check CK#1005	04/30/2007	PY		2.93			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	2.93				2.93
06/04/2007	Penalty	06/04/2007	PN				.29	3.22
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	2.93				6.15
07/03/2007	Penalty	07/03/2007	PN				.59	6.74
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	2.93				9.67
08/01/2007	Penalty	08/01/2007	PN				.88	10.55
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	2.93				13.48
09/05/2007	Penalty	09/05/2007	PN				1.17	14.65
08/31/2007	Utility Bill - Batch 00000097	09/28/2007	BI	2.93				17.58
10/01/2007	Penalty	10/01/2007	PN				1.47	19.05
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	2.93				21.98
11/01/2007	Penalty	11/01/2007	PN				1.76	23.74
10/31/2007	Utility Bill - Batch 00000111	11/30/2007	BI	2.93				26.67
12/03/2007	Penalty	12/03/2007	PN				2.05	28.72
01/02/2008	Penalty	01/02/2008	PN				2.05	30.77
02/01/2008	Penalty	02/01/2008	PN				2.05	32.82
03/03/2008	Penalty	03/03/2008	PN				2.05	34.87
11/26/2008	Utility Bill - Batch 00000168	12/31/2008	BI	2.93				37.80
12/31/2008	Utility Bill - Batch 00000178	01/30/2009	BI	2.93				40.73
01/31/2009	Penalty	01/31/2009	PN				4.07	44.80
01/30/2009	Utility Bill - Batch 00000189	02/27/2009	BI	2.93				47.73
03/02/2009	Penalty	03/02/2009	PN				4.77	52.50
02/27/2009	Utility Bill - Batch 00000195	03/31/2009	BI	2.93				55.43
04/01/2009	Penalty	04/01/2009	PN				5.54	60.97
03/31/2009	Utility Bill - Batch 00000201	04/30/2009	BI	2.93				63.90
05/01/2009	Penalty	05/01/2009	PN				6.39	70.29
04/30/2009	Utility Bill - Batch 00000206	05/29/2009	BI	2.93				73.22
06/01/2009	Penalty	06/01/2009	PN				7.32	80.54
05/29/2009	Utility Bill - Batch 00000218	06/30/2009	BI	2.93				83.47
07/01/2009	Penalty	07/01/2009	PN				8.35	91.82
06/30/2009	Utility Bill - Batch 00000229	07/31/2009	BI	2.93				94.75
08/03/2009	Penalty	08/03/2009	PN				9.48	104.23
07/31/2009	Utility Bill - Batch 00000234	08/31/2009	BI	2.93				107.16
09/01/2009	Penalty	09/01/2009	PN				10.72	117.88
08/31/2009	Utility Bill - Batch 00000243	09/30/2009	BI	2.93				120.81
10/01/2009	Penalty	10/01/2009	PN				12.08	132.89
09/30/2009	Utility Bill - Batch 00000253	10/30/2009	BI	2.93				135.82
11/02/2009	Penalty	11/02/2009	PN				13.58	149.40
10/30/2009	Utility Bill - Batch 00000256	11/30/2009	BI	2.93				152.33
12/02/2009	Penalty	12/02/2009	PN				15.23	167.56

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
11/30/2009	Utility Bill - Batch 00000265	12/31/2009	BI	2.93				
01/04/2010	Penalty	01/04/2010	PN				17.05	170.49
12/31/2009	Utility Bill - Batch 00000266	01/29/2010	BI	2.93				187.54
02/02/2010	Penalty	02/02/2010	PN				19.05	190.47
01/29/2010	Utility Bill - Batch 00000279	02/26/2010	BI	2.93				209.52
03/02/2010	Penalty	03/02/2010	PN				21.25	212.45
02/26/2010	Utility Bill - Batch 00000288	03/31/2010	BI	2.93				233.70
04/01/2010	Penalty	04/01/2010	PN				23.66	236.63
03/31/2010	Utility Bill - Batch 00000317	04/30/2010	BI	2.93				260.29
05/04/2010	Penalty	05/04/2010	PN				26.32	263.22
04/30/2010	Utility Bill - Batch 00000328	05/31/2010	BI	2.93				289.54
06/04/2010	Penalty	06/04/2010	PN				29.25	292.47
05/28/2010	Utility Bill - Batch 00000345	06/30/2010	BI	2.93				321.72
07/01/2010	Penalty	07/01/2010	PN				32.47	324.65
06/30/2010	Utility Bill - Batch 00000347	07/30/2010	BI	2.93				357.12
08/04/2010	Penalty	08/04/2010	PN				36.01	360.05
07/30/2010	Utility Bill - Batch 00000355	08/31/2010	BI	2.93				396.06
09/01/2010	Penalty	09/01/2010	PN				39.90	398.99
08/31/2010	Utility Bill - Batch 00000362	09/30/2010	BI	2.93				438.89
10/04/2010	Penalty	10/04/2010	PN				44.18	441.82
09/30/2010	Utility Bill - Batch 00000378	10/29/2010	BI	2.93				486.00
11/02/2010	Penalty	11/02/2010	PN				48.89	488.93
10/29/2010	Utility Bill - Batch 00000384	11/30/2010	BI	2.93				537.82
12/02/2010	Penalty	12/02/2010	PN				54.08	540.75
11/30/2010	Utility Bill - Batch 00000415	12/31/2010	BI	2.93				594.83
01/03/2011	Penalty	01/03/2011	PN				59.78	597.76
12/30/2010	Utility Bill - Batch 00000421	01/31/2011	BI	2.93				657.54
02/01/2011	Penalty	02/01/2011	PN				66.05	660.47
01/31/2011	Utility Bill - Batch 00000439	02/28/2011	BI	2.93				726.52
03/04/2011	Penalty	03/04/2011	PN				72.95	729.45
02/28/2011	Utility Bill - Batch 00000470	03/31/2011	BI	2.93				802.40
04/04/2011	Penalty	04/04/2011	PN				80.53	805.33
03/31/2011	Utility Bill - Batch 00000489	04/29/2011	BI	2.93				885.86
04/29/2011	Adjustment SWT BILL ERROR	07/31/2007	AJ			45.00		888.79
04/29/2011	Adjustment SWT BILL ERROR	08/31/2007	AJ			45.00		933.79
04/29/2011	Adjustment SWT BILL ERROR	09/28/2007	AJ			45.00		978.79
04/29/2011	Adjustment SWT BILL ERROR	10/31/2007	AJ			45.00		1023.79
04/29/2011	Adjustment SWT BILL ERROR	11/30/2007	AJ			45.00		1068.79
04/29/2011	Adjustment SWT BILL ERROR	12/31/2008	AJ			45.00		1113.79
04/29/2011	Adjustment SWT BILL ERROR	01/30/2009	AJ			45.00		1158.79
04/29/2011	Adjustment SWT BILL ERROR	02/27/2009	AJ			45.00		1203.79
04/29/2011	Adjustment SWT BILL ERROR	03/31/2009	AJ			45.00		1248.79
04/29/2011	Adjustment SWT BILL ERROR	04/30/2009	AJ			45.00		1293.79
04/29/2011	Adjustment SWT BILL ERROR	05/29/2009	AJ			45.00		1338.79
04/29/2011	Adjustment SWT BILL ERROR	06/30/2009	AJ			45.00		1383.79
04/29/2011	Adjustment SWT BILL ERROR	07/31/2009	AJ			45.00		1428.79
04/29/2011	Adjustment SWT BILL ERROR	08/31/2009	AJ			45.00		1473.79
04/29/2011	Adjustment SWT BILL ERROR	09/30/2009	AJ			45.00		1518.79
04/29/2011	Adjustment SWT BILL ERROR	10/30/2009	AJ			45.00		1563.79
04/29/2011	Adjustment SWT BILL ERROR	11/30/2009	AJ			45.00		1608.79
04/29/2011	Adjustment SWT BILL ERROR	12/31/2009	AJ			45.00		1653.79
04/29/2011	Adjustment SWT BILL ERROR	01/29/2010	AJ			45.00		1698.79
04/29/2011	Adjustment SWT BILL ERROR	02/26/2010	AJ			45.00		1743.79
04/29/2011	Adjustment SWT BILL ERROR	03/31/2010	AJ			45.00		1788.79
04/29/2011	Adjustment SWT BILL ERROR	04/30/2010	AJ			45.00		1833.79
								1878.79

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
04/29/2011	Adjustment SWT BILL ERROR	05/31/2010	AJ			45.00		1923.79
04/29/2011	Adjustment SWT BILL ERROR	06/30/2010	AJ			45.00		1968.79
04/29/2011	Adjustment SWT BILL ERROR	07/30/2010	AJ			45.00		2013.79
04/29/2011	Adjustment SWT BILL ERROR	08/31/2010	AJ			45.00		2058.79
04/29/2011	Adjustment SWT BILL ERROR	09/30/2010	AJ			45.00		2103.79
04/29/2011	Adjustment SWT BILL ERROR	10/29/2010	AJ			45.00		2148.79
04/29/2011	Adjustment SWT BILL ERROR	11/30/2010	AJ			45.00		2193.79
04/29/2011	Adjustment SWT BILL ERROR	12/31/2010	AJ			45.00		2238.79
04/29/2011	Adjustment SWT BILL ERROR	01/31/2011	AJ			45.00		2283.79
04/29/2011	Adjustment SWT BILL ERROR	02/28/2011	AJ			45.00		2328.79
04/29/2011	Adjustment SWT BILL ERROR	03/31/2011	AJ			45.00		2373.79
04/29/2011	Adjustment SWT BILL ERROR	04/29/2011	AJ			45.00		2418.79
04/29/2011	Adjustment STW PN ADJMNT	08/01/2007	AJ			.88-		2417.91
04/29/2011	Adjustment STW PN ADJMNT	09/05/2007	AJ			1.17-		2416.74
04/29/2011	Adjustment STW PN ADJMNT	10/01/2007	AJ			1.47-		2415.27
04/29/2011	Adjustment STW PN ADJMNT	11/01/2007	AJ			1.76-		2413.51
04/29/2011	Adjustment STW PN ADJMNT	12/03/2007	AJ			2.05-		2411.46
04/29/2011	Adjustment STW PN ADJMNT	01/02/2008	AJ			2.05-		2409.41
04/29/2011	Adjustment STW PN ADJMNT	02/01/2008	AJ			2.05-		2407.36
04/29/2011	Adjustment STW PN ADJMNT	03/03/2008	AJ			2.05-		2405.31
04/29/2011	Adjustment STW PN ADJMNT	01/31/2009	AJ			4.07-		2401.24
04/29/2011	Adjustment STW PN ADJMNT	03/02/2009	AJ			4.77-		2396.47
04/29/2011	Adjustment STW PN ADJMNT	04/01/2009	AJ			5.54-		2390.93
04/29/2011	Adjustment STW PN ADJMNT	05/01/2009	AJ			6.39-		2384.54
04/29/2011	Adjustment STW PN ADJMNT	06/01/2009	AJ			7.32-		2377.22
04/29/2011	Adjustment STW PN ADJMNT	07/01/2009	AJ			8.35-		2368.87
04/29/2011	Adjustment STW PN ADJMNT	08/03/2009	AJ			9.48-		2359.39
04/29/2011	Adjustment STW PN ADJMNT	09/01/2009	AJ			10.72-		2348.67
04/29/2011	Adjustment STW PN ADJMNT	10/01/2009	AJ			12.08-		2336.59
04/29/2011	Adjustment STW PN ADJMNT	11/02/2009	AJ			13.58-		2323.01
04/29/2011	Adjustment STW PN ADJMNT	12/02/2009	AJ			15.23-		2307.78
04/29/2011	Adjustment STW PN ADJMNT	01/04/2010	AJ			17.05-		2290.73
04/29/2011	Adjustment STW PN ADJMNT	02/02/2010	AJ			19.05-		2271.68
04/29/2011	Adjustment STW PN ADJMNT	03/02/2010	AJ			21.25-		2250.43
04/29/2011	Adjustment STW PN ADJMNT	04/01/2010	AJ			23.66-		2226.77
04/29/2011	Adjustment STW PN ADJMNT	05/04/2010	AJ			26.32-		2200.45
04/29/2011	Adjustment STW PN ADJMNT	06/04/2010	AJ			29.25-		2171.20
04/29/2011	Adjustment STW PN ADJMNT	07/01/2010	AJ			32.47-		2138.73
04/29/2011	Adjustment STW PN ADJMNT	08/04/2010	AJ			36.01-		2102.72
04/29/2011	Adjustment STW PN ADJMNT	09/01/2010	AJ			39.90-		2062.82
04/29/2011	Adjustment STW PN ADJMNT	10/04/2010	AJ			44.18-		2018.64
04/29/2011	Adjustment STW PN ADJMNT	11/02/2010	AJ			48.89-		1969.75
04/29/2011	Adjustment STW PN ADJMNT	12/02/2010	AJ			54.08-		1915.67
04/29/2011	Adjustment STW PN ADJMNT	01/03/2011	AJ			59.78-		1855.89
04/29/2011	Adjustment STW PN ADJMNT	02/01/2011	AJ			66.05-		1789.84
04/29/2011	Adjustment STW PN ADJMNT	03/04/2011	AJ			72.95-		1716.89
04/29/2011	Adjustment STW PN ADJMNT	04/04/2011	AJ			80.53-		1636.36
05/04/2011	Penalty	05/04/2011	PN				163.64	1800.00
04/29/2011	Utility Bill - Batch 00000530	05/31/2011	BI	47.93				1847.93
06/03/2011	Penalty	06/03/2011	PN				184.79	2032.72
05/31/2011	Utility Bill - Batch 00000542	06/30/2011	BI	47.93				2080.65
07/01/2011	Penalty	07/01/2011	PN				208.07	2288.72
06/30/2011	Utility Bill - Batch 00000546	07/29/2011	BI	47.93				2336.65
08/03/2011	Penalty	08/03/2011	PN				233.67	2570.32
07/29/2011	Utility Bill - Batch 00000547	08/31/2011	BI	47.93				2618.25

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
09/01/2011	Penalty	09/01/2011	PN				261.83	2880.00
08/31/2011	Utility Bill - Batch 00000552	09/30/2011	BI	47.93				2928.01
10/03/2011	Penalty	10/03/2011	PN				292.80	3220.81
09/30/2011	Utility Bill - Batch 00000566	10/31/2011	BI	47.93				3268.74
11/02/2011	Penalty	11/02/2011	PN				326.87	3595.61
10/31/2011	Utility Bill - Batch 00000571	11/30/2011	BI	47.93				3643.54
12/02/2011	Penalty	12/02/2011	PN				364.36	4007.89
11/30/2011	Utility Bill - Batch 00000583	12/30/2011	BI	47.93				4055.82
	Storm Water Totals			507.60	19.82	747.34	2820.70	4055.82
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	253.97				253.97
10/02/2006	Penalty	10/02/2006	PN				25.40	279.37
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	253.97				533.34
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			25.40-		507.94
11/03/2006	Penalty	11/03/2006	PN				50.79	558.73
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	253.97				812.70
11/06/2006	Check CK#5302219	09/29/2006	PY		253.97			558.73
11/06/2006	Check CK#5302219	10/31/2006	PY		253.97			304.76
11/06/2006	Check CK#5302219	11/03/2006	PY		50.79			253.97
12/05/2006	Late Fee	12/05/2006	PN				25.40	279.37
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	253.97				533.34
01/03/2007	Late Fee	01/03/2007	PN				25.40	558.74
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	253.97				812.71
01/04/2007	Check CK#8989	11/30/2006	PY		253.97			558.74
01/04/2007	Check CK#8989	12/29/2006	PY		253.97			304.77
01/04/2007	Check CK#8989	12/05/2006	PY		25.40			279.37
01/04/2007	Check CK#8989	01/03/2007	PY		25.40			253.97
02/06/2007	Late Fee	02/06/2007	PN				25.40	279.37
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	253.97				533.34
02/05/2007	Check CK#263444853	01/31/2007	PY		253.97			279.37
02/16/2007	Check CK#0096	02/28/2007	PY		253.97			25.40
02/16/2007	Check CK#0096	02/06/2007	PY		25.40			.00
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	253.97				253.97
03/20/2007	Check CK#1001	03/30/2007	PY		253.97			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	253.97				253.97
04/27/2007	Check CK#1005	04/30/2007	PY		253.97			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	253.97				253.97
06/04/2007	Penalty	06/04/2007	PN				25.40	279.37
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	253.97				533.34
07/03/2007	Penalty	07/03/2007	PN				50.79	584.13
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	253.97				838.10
08/01/2007	Penalty	08/01/2007	PN				76.19	914.29
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	253.97				1168.26
09/05/2007	Penalty	09/05/2007	PN				101.59	1269.85
08/31/2007	Utility Bill - Batch 00000097	09/28/2007	BI	253.97				1523.82
10/01/2007	Penalty	10/01/2007	PN				126.99	1650.81
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	253.97				1904.78
11/01/2007	Penalty	11/01/2007	PN				152.38	2057.16
10/31/2007	Utility Bill - Batch 00000111	11/30/2007	BI	109.26				2166.42
12/03/2007	Penalty	12/03/2007	PN				163.31	2329.73
01/02/2008	Penalty	01/02/2008	PN				163.31	2493.04
02/01/2008	Penalty	02/01/2008	PN				163.31	2656.35
03/03/2008	Penalty	03/03/2008	PN				163.31	2819.66
11/26/2008	Utility Bill - Batch 00000168	12/31/2008	BI	114.71				2934.37
12/31/2008	Utility Bill - Batch 00000178	01/30/2009	BI	114.71				3049.08
01/31/2009	Penalty	01/31/2009	PN				304.91	3353.99

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
04/29/2011	Adjustment NO SN PN-BILL ERROR	07/01/2010	AJ			2006.24-		31563.41
04/29/2011	Adjustment NO SN PN-BILL ERROR	08/04/2010	AJ			2218.33-		29345.08
04/29/2011	Adjustment NO SN PN-BILL ERROR	09/01/2010	AJ			2461.64-		26893.44
04/29/2011	Adjustment NO SN PN-BILL ERROR	10/04/2010	AJ			2708.27-		24185.17
04/29/2011	Adjustment NO SN PN-BILL ERROR	11/02/2010	AJ			2990.57-		21194.60
04/29/2011	Adjustment NO SN PN-BILL ERROR	12/02/2010	AJ			3301.10-		17893.50
04/29/2011	Adjustment NO SN PN-BILL ERROR	01/03/2011	AJ			3642.68-		14250.82
04/29/2011	Adjustment NO SN PN-BILL ERROR	02/01/2011	AJ			4018.42-		10232.40
04/29/2011	Adjustment NO SN PN-BILL ERROR	03/04/2011	AJ			4431.73-		5800.67
04/29/2011	Adjustment NO SN PN-BILL ERROR	04/04/2011	AJ			4886.38-		914.29
05/04/2011	Penalty	05/04/2011	PN				91.43	1005.72
06/03/2011	Penalty	06/03/2011	PN				100.57	1106.29
07/01/2011	Penalty	07/01/2011	PN				110.63	1216.92
08/03/2011	Penalty	08/03/2011	PN				121.69	1338.61
09/01/2011	Penalty	09/01/2011	PN				133.86	1472.47
10/03/2011	Penalty	10/03/2011	PN				147.25	1619.72
11/02/2011	Penalty	11/02/2011	PN				161.97	1781.69
12/02/2011	Penalty	12/02/2011	PN				178.17	1959.86
Sanitation Totals				6991.43	2158.75	52975.96-	50103.14	1959.86
11/09/2006	Adjustment NSF CK#8964		AJ			300.00		300.00
11/09/2006	Adjustment NSF CK FEE		AJ			40.00		340.00
01/04/2007	Check CK#8989		PY		340.00			.00
01/17/2007	Adjustment RET CK# 8989		AJ			2466.17		2466.17
01/17/2007	Adjustment NSF FEE		AJ			124.91		2591.08
02/05/2007	Check CK#263444853		PY		1884.19			706.89
02/16/2007	Check CK#0096		PY		355.86			351.03
03/20/2007	Check CK#1001		PY		351.03			.00
Unapplied Cash - Utilities Total				.00	2931.08	2931.08	.00	.00
08/31/2006	Utility Bill - Batch 00000085	09/29/2006	BI	1061.78				1061.78
10/02/2006	Penalty	10/02/2006	PN				106.18	1167.96
09/29/2006	Utility Bill - Batch 00000086	10/31/2006	BI	67.92				1235.88
10/17/2006	Adjustment ADJ PENALTIES	10/02/2006	AJ			106.18-		1129.70
11/03/2006	Penalty	11/03/2006	PN				112.97	1242.67
10/31/2006	Utility Bill - Batch 00000087	11/30/2006	BI	35.86				1278.53
11/06/2006	Check CK#5302219	11/03/2006	PY		112.97			1165.56
11/27/2006	Cut-Off Fee	11/27/2006	PN				20.00	1185.56
12/05/2006	Late Fee	12/05/2006	PN				116.56	1302.12
11/30/2006	Utility Bill - Batch 00000088	12/29/2006	BI	28.99				1331.11
12/28/2006	Cut-Off Fee	12/28/2006	PN				20.00	1351.11
01/03/2007	Late Fee	01/03/2007	PN				2.90	1354.01
12/31/2006	Utility Bill - Batch 00000089	01/31/2007	BI	24.41				1378.42
01/04/2007	Check CK#8989	09/29/2006	PY		1061.78			316.64
01/04/2007	Check CK#8989	10/31/2006	PY		67.92			248.72
01/04/2007	Check CK#8989	11/30/2006	PY		35.86			212.86
01/04/2007	Check CK#8989	12/05/2006	PY		116.56			96.30
01/04/2007	Check CK#8989	01/03/2007	PY		2.90			93.40
01/04/2007	Check CK#8989	11/27/2006	PY		20.00			73.40
01/04/2007	Check CK#8989	12/28/2006	PY		20.00			53.40
01/17/2007	Adjustment RET CK# 8989	12/29/2006	AJ			28.99		82.39
02/06/2007	Late Fee	02/06/2007	PN				2.44	84.83
01/31/2007	Utility Bill - Batch 00000090	02/28/2007	BI	28.99				113.82
02/05/2007	Check CK#263444853	12/29/2006	PY		57.98			55.84
02/05/2007	Check CK#263444853	01/31/2007	PY		24.41			31.43
02/16/2007	Check CK#0096	02/28/2007	PY		28.99			2.44
02/16/2007	Check CK#0096	02/06/2007	PY		2.44			.00

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Date	Description	Due	Type	Billing	Payments	Adjustments	Penalty	Balance
02/28/2007	Utility Bill - Batch 00000091	03/30/2007	BI	31.28				31.28
03/20/2007	Check CK#1001	03/30/2007	PY		31.28			.00
03/30/2007	Utility Bill - Batch 00000092	04/30/2007	BI	63.34				63.34
04/27/2007	Check CK#1005	04/30/2007	PY		63.34			.00
04/30/2007	Utility Bill - Batch 00000093	05/31/2007	BI	33.57				33.57
06/04/2007	Penalty	06/04/2007	PN				3.36	36.93
05/31/2007	Utility Bill - Batch 00000094	06/29/2007	BI	63.34				100.27
06/19/2007	Cut-Off Fee	06/19/2007	PN				20.00	120.27
07/03/2007	Penalty	07/03/2007	PN				9.69	129.96
06/29/2007	Utility Bill - Batch 00000095	07/31/2007	BI	22.12				152.08
08/01/2007	Penalty	08/01/2007	PN				11.90	163.98
07/31/2007	Utility Bill - Batch 00000096	08/31/2007	BI	22.12				186.10
09/05/2007	Penalty	09/05/2007	PN				14.12	200.22
08/31/2007	Utility Bill - Batch 00000097	09/28/2007	BI	22.12				222.34
10/01/2007	Penalty	10/01/2007	PN				16.33	238.67
09/28/2007	Utility Bill - Batch 00000106	10/31/2007	BI	22.12				260.79
11/01/2007	Penalty	11/01/2007	PN				18.54	279.33
12/03/2007	Penalty	12/03/2007	PN				18.54	297.87
01/02/2008	Penalty	01/02/2008	PN				18.54	316.41
02/01/2008	Penalty	02/01/2008	PN				18.54	334.95
03/03/2008	Penalty	03/03/2008	PN				18.54	353.49
01/31/2009	Penalty	01/31/2009	PN				35.35	388.84
03/02/2009	Penalty	03/02/2009	PN				38.88	427.72
04/01/2009	Penalty	04/01/2009	PN				42.77	470.49
05/01/2009	Penalty	05/01/2009	PN				47.05	517.54
06/01/2009	Penalty	06/01/2009	PN				51.75	569.29
07/01/2009	Penalty	07/01/2009	PN				56.93	626.22
08/03/2009	Penalty	08/03/2009	PN				62.62	688.84
09/01/2009	Penalty	09/01/2009	PN				68.88	757.72
10/01/2009	Penalty	10/01/2009	PN				75.77	833.49
11/02/2009	Penalty	11/02/2009	PN				83.35	916.84
12/02/2009	Penalty	12/02/2009	PN				91.68	1008.52
01/04/2010	Penalty	01/04/2010	PN				100.85	1109.37
02/02/2010	Penalty	02/02/2010	PN				110.94	1220.31
03/02/2010	Penalty	03/02/2010	PN				122.03	1342.34
04/01/2010	Penalty	04/01/2010	PN				134.23	1476.57
05/04/2010	Penalty	05/04/2010	PN				147.66	1624.23
06/04/2010	Penalty	06/04/2010	PN				162.42	1786.65
07/01/2010	Penalty	07/01/2010	PN				178.67	1965.32
08/04/2010	Penalty	08/04/2010	PN				196.53	2161.85
09/01/2010	Penalty	09/01/2010	PN				216.19	2378.04
10/04/2010	Penalty	10/04/2010	PN				237.80	2615.84
11/02/2010	Penalty	11/02/2010	PN				261.58	2877.42
12/02/2010	Penalty	12/02/2010	PN				287.74	3165.16
01/03/2011	Penalty	01/03/2011	PN				316.52	3481.68
02/01/2011	Penalty	02/01/2011	PN				348.17	3829.85
03/04/2011	Penalty	03/04/2011	PN				382.99	4212.84
04/04/2011	Penalty	04/04/2011	PN				421.28	4634.12
05/04/2011	Penalty	05/04/2011	PN				463.41	5097.53
06/03/2011	Penalty	06/03/2011	PN				509.75	5607.28
07/01/2011	Penalty	07/01/2011	PN				560.73	6168.01
08/03/2011	Penalty	08/03/2011	PN				616.80	6784.81
09/01/2011	Penalty	09/01/2011	PN				678.48	7463.29
10/03/2011	Penalty	10/03/2011	PN				746.33	8209.62
11/02/2011	Penalty	11/02/2011	PN				820.96	9030.58

11D(43)



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite 132, North Bay Village, FL 33141-4190
(305) 756-7171 Fax (305) 756-7722 Website - www.nbvillage.com

November 30, 2011

North Bay Village Inv LLC
150 W Flagler St. Suite 1525
Miami, FL 33130-1557

Re: Delinquent Utility Charges are for 1755 Kennedy Causeway.
Account 00650-00773
VIA CERTIFIED MAIL#7006 2760 0001 0673 2500.

Our records indicate that you are indebted to the City of North Bay Village for Twenty Four Thousand Six Hundred Eighty-Nine Dollars and Seventeen Cents (\$24,689.17) for failure to pay utility service charges, which includes water, sewer, stormwater, waste collection and disposal, and other related charges, as mandated by Chapters 51, 52, 53, and 94 of the City Code.

Pursuant to the City of North Bay Village Code of Ordinances, bills for utility services are due and payable when rendered. Additionally, any bills not paid within 30 days after the date of the bill are considered delinquent.

In an effort to avoid the placement of a Special Assessment Lien against the property, you are hereby notified to remit payment to the City of North Bay Village for Twenty Four Thousand Six Hundred Eighty-Nine Dollars and Seventeen Cents (\$24,689.17) by Dec 08, 2011. If you fail to make the payment within the specified time, we will have no alternative but to proceed to lien the property for the amount due.

If you should require any further information, please contact the Finance Department at (305) 756-7171.

Sincerely,

Gerard Pirri
Finance Director

Connie Leon-Kreps
Mayor

Eddie Lim
Vice Mayor

Frank Rodriguez
Commissioner

Dr. Paul Vogel
Commissioner

Dr. Richard Chervony
Commissioner

110(44)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

North Bay Village FL 33162
 150W Flagler Street
 Suite 1525
 Miami, FL 33130

2. Article Number

(Transfer from service label)

7006 2760 0001 0673 2500

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *[Signature]*

Agent

Addressee

B. Receiver (Printed Name)

[Handwritten Name]

C. Date of Delivery

12/1/11

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No



3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

11D(44)



**Revised
Staff Report
Special Use Exception Request**

Prepared for: The City of North Bay Village
Applicant: Sotreza, LLC
Request: Special Use Exception
Day Nursery at 7800 Hispanola Avenue



Serving Florida Local Governments Since 1988

12A(1)

General Information

Owner/Applicant:	Sotrezza, LLC
Applicant Address:	c/o Manuel Synalovski Associates 1800 Eller Drive, Suite 500 Fort Lauderdale, FL 33316
Site Address:	7800 Hispanola Avenue North Bay Village, FL 33141
Contact Person:	Manuel Synalovski
Applicant/Contact Phone Number:	954-961-6806(o) 954-804-3515(m)
E-mail Address	<i>msynalovski@synalovski.com</i>

	Existing	Proposed
Future Land Use Map Classification	Institutional	Institutional
Zoning District	RM-40	RM-40
Use of Property	Synagogue	Day nursery
Acreage	32,809 sq ft.	32,809 sq ft

Legal Description of Subject Property:

LOTS 1 & 2 & E1/2 LOT 3, BLOCK 1, COMMERCIAL ADD TO TREASURE ISLAND, PLAT BOOK 52, PAGE 84, OF PUBLIC RECORDS OF MIAMI DADE COUNTY

Item before the Planning & Zoning Board:

The matter for consideration by the City of North Bay Village Planning & Zoning Board is an application for a Special Use Exception for the establishment of pre-school (a.k.a. day nursery) at 7800 Hispanola Avenue, which property is owned by the Harambam Congregation, Inc. and formerly used as a religious institution.

Description of the Situation

SOTERZA, LLC intends to operate the KLA School, an early childhood education (day nursery) use, Monday through Friday from 7 am to 6pm. The floor area of the facility will not be increased beyond the current 9,893 square feet. The maximum number of children enrolled will be 172 with a maximum staff of 18.

12A(2)



Adjacent Future Land Use Map Classifications and Zoning Districts

North:	Future Land Use Map Classification:	Commercial
	Zoning District:	CG
	Existing Land Use:	Office
East:	Future Land Use Map Classification:	Residential Multi-Family (High Density)
	Zoning District:	RM-40
	Existing Land Use:	Multi-family residential
South:	Future Land Use Map Classification:	Residential Single-Family
	Zoning District:	RS-2
	Existing Land Use:	Single-family residential
West:	Future Land Use Map Classification:	Residential Multi-Family (Medium Density)
	Zoning District:	RM-40
	Existing Land Use:	Multi-family residential

Consistency with the Comprehensive Plan:

The description of the Institutional Future Land Use category under Policy 2.1.1a of the Future Land Use Element reads as follows:

"Institutional – A nonprofit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics."

The implication above is that any use to be located on lands within the Institutional Future Land Use category must be either non-profit or quasi-public. Unless KLA School is a non-profit entity, or the City Commission should determine that as an "early learning/day nursery use, it qualifies as "quasi-public", the proposed use would not be consistent with the intent of the Institutional Future Land Use Category, and should not be approved.

The dictionary definition of "quasi-public" is "essentially public (as in services rendered) although under private ownership or control."

12A(3)



Consistency with Land Development Code (LDC):

1. Consistency between the LDC and Comprehensive Plan

The following analyses are provided under the scenario that the Planning and Zoning Board and the City Commission finds that the KLA School (described as an early learning/day nursery use), is either a non-profit use or qualifies as a "quasi-public" use that is consistent with the intent of the Institutional Future Land Use category.

2. Section 152.098 Use Exceptions provides the authority for the City Commission to approve, conditionally approve, or disapprove special use exception applications. Exceptions as set forth below:

"§ 152.098 - Use exceptions.

- (A) In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, special use exceptions are permitted by these regulations.
- (B) The City Commission may permit the following buildings and uses as special exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.
 - (1) Day nursery.
 - (2) Religious institution.
 - (3) Private or commercially operated swimming pools or tennis courts, when not a permitted accessory use, and commercial recreational facilities.
 - (4) Exposition center, civic center, art gallery.
 - (5) Golf course, marina.
 - (6) Public buildings and facilities.
 - (7) Public utilities or public service uses, and appurtenances thereto.
 - (8) Structural alterations to special uses, after these uses are approved by the City Commission.
 - (9) Other special uses as may be enumerated in specific zoning districts.
 - (10) Reserved."

12A(4)



Therefore, since a day nursery is included in the list of allowable special use exceptions, application for such use is consistent with the Land Development Code.

3. POTENTIAL IMPACTS UPON ADJACENT PROPERTIES.

The primary factors associated with a early childhood education facility/day nursery that would most likely affect nearby properties are traffic associated with such an enterprise, and the capability of the facility to accommodate parking during the peak periods of demand. Screening of the outdoor play area from adjacent residential uses to lessen the noise from outdoor activities is a common requirement, but is unnecessary as the play area abuts Pirates Alley beyond which is an office use. Following is the Staff analysis of the impacts of the proposed use on adjacent properties:

A. Traffic impacts:

According to the Property Appraiser's website, the existing structure on the property contains 9,893 square feet of floor area. The Applicant has stated that there will be no increase in floor area. Therefore, based on the 7th Edition of the ITE Trip Generation Report, a daycare center can be expected to generate 13.18 trips per 1,000 square feet of floor area during the PM peak hour. This translates to 130 trips during the PM peak hour. We believe this level of traffic generation indicates the need for a professional traffic impact study to ensure that approval of the special exception will not adversely affect the local roadway system.

The applicant's traffic engineers did provide a traffic analysis related to the LOS impacts of the preschool/nursery on the internal streets prior to the April 17th Planning & Zoning meeting. This report was reviewed by our firm and it substantiated that there was no drop in the LOS levels for the impacted nearby streets. During the meeting the Planning & Zoning Board requested a reversal of the ingress/egress into the learning center property, making Pirates Alley the ingress point and North Treasure Drive the egress point. A new drawing has now been furnished by the applicant showing this revision and is included as an attachment to this staff report.

We also realize that the fact that staff, once parked, will be unable to leave during drop-off and pick-up times are not likely to present a problem. However, we believe that assurance from a transportation professional should be supplied indicating that the persons parking in the parent/visitor area will be able to access and leave the spaces in a safe and efficient manner when the drop-off and pick-up stacking occurs on the other side of the driveway. This assurance was given by the consultant at the Planning & Zoning Board meeting. Staff is now satisfied. The drop off and pick-up approach will not



utilize the traditional queing line as was first envisioned.

B. Parking demand.

- (1) We have found no parking requirements in the LDC or Zoning Code for a day nursery. The most similar use for which a parking requirement is provided is "business, professional and trade schools" with a requirement of one space per 100 square foot of floor area. We believe this is too high a parking requirement to be applied to a day nursery because one would expect that most students at a business school would be driving and parking their vehicles. This is not the case for a day nursery.
- (2) We are familiar with other communities with parking requirements for pre-schools or day care centers. These are typically based on the number of employees or a combination of the number of employees and children enrolled. Using a requirement of one space per employee and one space per each 10 children, the parking requirement for a day nursery with 172 students and 18 employees would be 35 parking spaces, two of which would need to be devoted to parking for the handicapped.

Based on the staggered arrangement of picking up and dropping off children demonstrated by the applicant our staff opinion is that 32 parking spaces would be an adequate number to be devoted to this use.

Recommendation:

Based upon the foregoing analysis and findings, including the Planning & Zoning meeting on April 17, staff recommends that the application be **approved** with the following stipulations:

1. The City Commission finds that the KLA School (described as an early learning/day nursery use), is either a non-profit use or qualifies as a "quasi-public" use that is consistent with the intent of the Institutional Future Land Use category.
2. The ingress/egress design will be altered showing entry through Pirates Alley and exit via North Treasure Drive and during the site plan review, it shall be shown that the drop-off and pick-up of students, and on-site parking needs can be accommodated in a safe and efficient manner.
3. The outdoor space/playground and fence must be maintained in proper condition.
4. All applicable licensing requirements enumerated in 402.305 FS pertaining to childcare facilities shall be adhered to.



5. All other license and building code requirements of the state, county and city shall be met.
6. All overflow parking from adjacent buildings shall cease.
7. The hours of operation shall be limited to the weekdays as requested by the applicant.

Submitted by:

James L. LaRue
James L. LaRue, AICP
Planning Consultant

April 24, 2012

Hearing: City Commission, May 8, 2012

Attachments: Future Land Use Map
Zoning Map
Aerial photograph





Staff Report Special Use Exception Request

Prepared for: The City of North Bay Village

Applicant: Sotreza, LLC

*Request: Special Use Exception
Day Nursery at 7800 Hispanola Avenue*



Serving Florida Local Governments Since 1988

12A(8)

General Information

Owner/Applicant	Sotrezza, LLC
Applicant Address	c/o Manuel Synalovski Associates 1800 Eller Drive, Suite 500 Fort Lauderdale, FL 33316
Site Address	7800 Hispanola Avenue North Bay Village, FL 33141
Contact Person	Manuel Synalovski
Applicant/Contact Phone Number	954-961-6806 (c) 954-804-3516 (m)
E-mail Address	msynalovski@synalovski.com

	Existing	Proposed
Future Land Use Map Classification	Institutional	Institutional
Zoning District	RM-40	RM-40
Use of Property	Synagogue	Day nursery
Acreage	32,809 sq ft.	32,809 sq ft

Legal Description of Subject Property:

LOTS 1 & 2 & E1/2 LOT 3, BLOCK 1, COMMERCIAL ADD TO TREASURE ISLAND, PLAT BOOK 52, PAGE B4, OF PUBLIC RECORDS OF MIAMI DADE COUNTY

Item before the Planning & Zoning Board:

The matter for consideration by the City of North Bay Village Planning & Zoning Board is an application for a Special Use Exception for the establishment of pre-school (a.k.a. day nursery) at 7800 Hispanola Avenue, which property is owned by the Harambam Congregation, Inc. and formerly used as a religious institution.

Description of the Situation

SOTERZA, LLC intends to operate the KLA School, an early childhood education (day nursery) use, Monday through Friday from 7 am to 6pm. The floor area of the facility will not be increased beyond the current 9,893 square feet. The maximum number of children enrolled will be 172 with a maximum staff of 18.

12A(9)



Adjacent Future Land Use Map Classifications and Zoning Districts

North:	Future Land Use Map Classification:	Commercial
	Zoning District:	CG
	Existing Land Use:	Office
East:	Future Land Use Map Classification:	Residential Multi-Family (High Density)
	Zoning District:	RM-40
	Existing Land Use:	Multi-family residential
South:	Future Land Use Map Classification:	Residential Single-Family
	Zoning District:	RS-2
	Existing Land Use:	Single-family residential
West:	Future Land Use Map Classification:	Residential Multi-Family (Medium Density)
	Zoning District:	RM-40
	Existing Land Use:	Multi-family residential

Consistency with the Comprehensive Plan:

The description of the Institutional Future Land Use category under Policy 2.1.1a of the Future Land Use Element reads as follows:

"Institutional – A nonprofit or quasi-public use, including, but not limited to religious facilities, nursing homes, community centers, public or private schools or colleges, and hospitals or clinics."

The implication above is that any use to be located on lands within the Institutional Future Land Use category must be either non-profit or quasi-public. Unless KLA School is a non-profit entity, or the City Commission should determine that as an "early learning/day nursery use, it qualifies as "quasi-public", the proposed use would not be consistent with the intent of the Institutional Future Land Use Category, and should not be approved.

The dictionary definition of "quasi-public" is "essentially public (as in services rendered) although under private ownership or control."



Consistency with Land Development Code (LDC):

1. Consistency between the LDC and Comprehensive Plan

The following analyses are provided under the scenario that the Planning and Zoning Board and the City Commission finds that the KLA School (described as an early learning/day nursery use), is either a non-profit use or qualifies as a "quasi-public" use that is consistent with the intent of the Institutional Future Land Use category.

2. Section 152.098 Use Exceptions provides the authority for the City Commission to approve, conditionally approve, or disapprove special use exception applications. Exceptions as set forth below:

"§ 152.098 - Use exceptions.

- (A) In order to provide for adjustment in the relative locations of uses and buildings of the same or of different classifications; to promote the usefulness of these regulations as instruments for fact-finding, interpretation, application, and adjustment; and to supply the necessary flexibility to their efficient operation, special use exceptions are permitted by these regulations.
- (B) The City Commission may permit the following buildings and uses as special exceptions, provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property.
- (1) Day nursery.
 - (2) Religious institution.
 - (3) Private or commercially operated swimming pools or tennis courts, when not a permitted accessory use, and commercial recreational facilities.
 - (4) Exposition center, civic center, art gallery.
 - (5) Golf course, marina.
 - (6) Public buildings and facilities.
 - (7) Public utilities or public service uses, and appurtenances thereto.
 - (8) Structural alterations to special uses, after these uses are approved by the City Commission.
 - (9) Other special uses as may be enumerated in specific zoning districts.
 - (10) Reserved."



Therefore, since a day nursery is included in the list of allowable special use exceptions, application for such use is consistent with the Land Development Code.

3. POTENTIAL IMPACTS UPON ADJACENT PROPERTIES.

The primary factors associated with a early childhood education facility/day nursery that would most likely affect nearby properties are traffic associated with such an enterprise, and the capability of the facility to accommodate parking during the peak periods of demand. Screening of the outdoor play area from adjacent residential uses to lessen the noise from outdoor activities is a common requirement, but is unnecessary as the play area abuts Pirates Alley beyond which is an office use. Following is the Staff analysis of the impacts of the proposed use on adjacent properties:

- A. Traffic Impacts. The Applicant has agreed to provide analyses relating to the following traffic related situations and impacts and we await the findings.

According to the Property Appraiser's website, the existing structure on the property contains 9,893 square feet of floor area. The Applicant has stated that there will be no increase in floor area. Therefore, based on the 7th Edition of the ITE Trip Generation Report, a daycare center can be expected to generate 13.18 trips per 1,000 square feet of floor area during the PM peak hour. This translates to 130 trips during the PM peak hour. We believe this level of traffic generation indicates the need for a professional traffic impact study to ensure that approval of the special exception will not adversely affect the local roadway system.

In addition, the Applicant's traffic engineer should also document that the drop-off and pick-up arrangement will work. We have concerns that stacking for just six vehicles for drop-off and pick-up may not be adequate to handle the load during the peak drop-off and pick-up times for an indicated student capacity of 172.

We also realize that the fact that staff, once parked, will be unable to leave during drop-off and pick-up times is not likely to present a problem. However, we believe that assurance from a transportation professional should be supplied indicating that the persons parking in the parent/visitor area will be able to access and leave the spaces in a safe and efficient manner when the pick-up and drop-off stacking occurs on the other side of the driveway.



B. Parking demand.

- (1) We have found no parking requirements in the LDC or Zoning Code for a day nursery. The most similar use for which a parking requirement is provided is "business, professional and trade schools" with a requirement of one space per 100 square foot of floor area. We believe this is too high a parking requirement to be applied to a day nursery because one would expect that most students at a business school would be driving and parking their vehicles. This is not the case for a day nursery.
- (2) We are familiar with other communities with parking requirements for pre-schools or day care centers. These are typically based on the number of employees or a combination of the number of employees and children enrolled. Using a requirement of one space per employee and one space per each 10 children, the parking requirement for a day nursery with 172 students and 18 employees would be 35 parking spaces, two of which would need to be devoted to parking for the handicapped.

While we realize that the parking layout will be addressed more specifically during the site plan review, nevertheless, the site plan accompanying the special use exception application shows only 32 on-site parking spaces.

Recommendation:

Based upon the foregoing analysis and findings, Staff recommends that the application be **approved** with the following stipulations:

1. City Commission finds that the KLA School (described as an early learning/day nursery use), is either a non-profit use or qualifies as a "quasi-public" use that is consistent with the intent of the Institutional Future Land Use category.
2. The Applicant's Traffic Impact analysis will show that the proposed use will not adversely affect the local roadway system serving adjacent and nearby uses.
3. During the site plan review, it will be shown that the drop-off and pick-up of students, and on-site parking needs can be accommodated in a safe and efficient manner.
4. The outdoor space/playground and fence must be maintained in proper condition.



5. All applicable licensing requirements enumerated in 402.305 pertaining to childcare facilities shall be adhered to.
6. All other license and building code requirements of the state, county and city shall be met.
7. All overflow parking from adjacent buildings shall cease.
8. The hours of operation shall be limited to the weekdays as requested by the applicant.

Submitted by:

James L. LaRue
James L. LaRue, AICP
Planning Consultant

April 9, 2012

Hearing: Planning & Zoning Board, April 17, 2012

Attachments: Future Land Use Map
Zoning Map
Aerial photograph



Staff Report
Special Use Exception Request

Applicant's Name: Sotrzea LLC.
Day Nursery at 7800 Hispanola Av.

**AERIAL PHOTOGRAPH
SUBJECT SITE AND ENVIRONS**



12A(16)



City of North Bay Village

1866 Kennedy Causeway, Suite 700 North Bay Village FL 33141
(305) 754-8740 Fax (305) 754-6832 Website--www.nbvillage.com

MAR 15 15:01

APPLICATION FOR PUBLIC HEARINGS:

Hearings and Notices: - All petitions for amendments, changes or supplements to these regulations for Variances, Special Use Exceptions, Site Plan Approval, Site Plan Renewal, thereto, for Height Bonus Approval, or for an amendment, change or supplement to the Comprehensive Plan; district zoning map, or petitions appealing an administrative decision shall be considered at Public Hearings before the Planning & Zoning Board and, thereafter, the City Commission. Notice of Public Hearings before the Planning & Zoning Board and the City Commission shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The City Clerk shall certify that the petition is complete before the hearing is legally advertised.

Applicant's Name: SOTREZA LLC Phone: (561) 6806 (6) 954.804.3515(m)

Mailing Address: MANUEL SYNALOWSKI ASSOCIATES, ATTN: MANUEL SYNALOWSKI, AIA, LBED AP 1800 Eller Drive, Suite 500, Ft. Lauderdale, FL 33316

Legal Description of Property: LOTS 1 and 2 and east 1/2 of Lot 3, Block 2 OF COMMERCIAL ADDITION B TREASURE BLVD. PG 52, PG 84 DADE COUNTY

Existing Zoning: RM-40 Lot Size: 32,809 SF Folio: 23-3209-010-0010

Reason for Request: (Attach additional Pages if necessary) SPECIAL USE EXCEPTION

Existing Religious Justification being repurposed to a Pre-School Use
No increase in building foot area. Increase of previous area by reducing pavement

7800 HISPANOLA AVENUE
All applications shall be submitted to the City Clerk on or before the deadline implemented by the City.

Filing Fees - All persons, firms, or corporations petitioning the Planning & Zoning Board and the City Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the City Clerk shall be deemed a condition precedent to the consideration of such petition, conditional use permit or amendment.

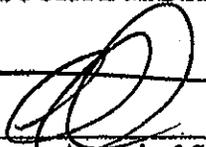
I, (We), the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of the City of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the City until after a Public Meeting is held by the City Commission and the City Commission has voted favorable on the proposed petition.

12A(17)

APPLICATION FOR HEARING
BEFORE THE PLANNING & ZONING BOARD
PAGE 2 OF 2

I, (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning & Zoning Board and the City Commission Pursuant to the City Code Section 152.096. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the City Commission revoked.

(NOTE: ALL NEW AND SUBSTANTIAL IMPROVEMENTS MUST COMPLY WITH THE FLORIDA BUILDING CODE, DEPARTMENT OF ENVIRONMENTAL RESOURCE MANAGEMENT (DERM), AND FEMA (FLOOD) REGULATIONS).



Authorized Signature

Manuel Synalowski
Print Name

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

} Broward County

Sworn to and subscribed to before me this 14 day of March 2010
by Manuel Synalowski
who is personally known to me or who has produced n/a
as identification.



Isabel C. Marin
Notary Public

(Notary Seal)

Office Use Only:

Date Submitted: _____

Fee Paid: \$ _____

Tentative Meeting Date: _____

Cash or Check # _____

Date Paid: _____

Revised 3/21/08

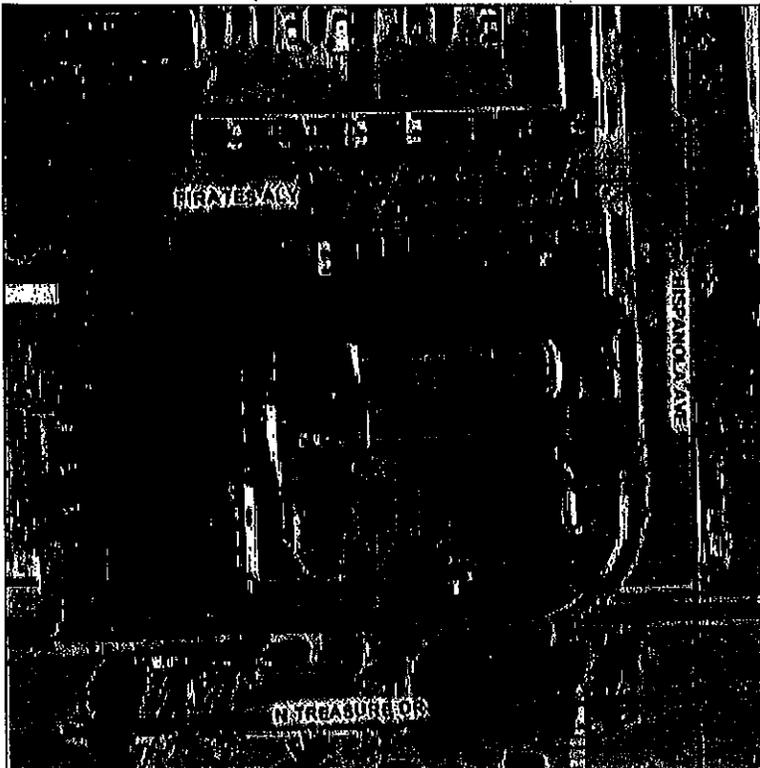
12A(18)

My Home
Miami-Dade County, Florida



miamidade.gov

Property Information Map



Aerial Photography - 2009

0 — 30 ft

This map was created on 2/20/2012 1:55:25 PM for reference purposes only.

Web Site © 2002 Miami-Dade County. All rights reserved.



Summary Details:

Folio No.:	23-3209-010-0010
Property:	7800 HISPANOLA AVE
Mailing Address:	HARAMBAM CONGREGATION INC
	7800 HISPANOLA AVE N BAY VILLAGE FL 33141-4136

Property Information:

Primary Zone:	3900 MULTI-FAMILY, MEDIUM DENSITY RESIDENTIAL
CLUC:	0044 RELIGIOUS
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	9,893
Lot Size:	33,360 SQ FT
Year Built:	1976
Legal Description:	TREASURE ISL COMM ADDN PB 52-84 LOT 1 & 2 & E1/2 LOT 3 BLK 1 LOT SIZE 208.50 X 160.00 OR 17996-4856 0298 5 OR 17996-4856 0298 01

Assessment Information:

Year:	2011	2010
Land Value:	\$667,200	\$667,200
Building Value:	\$719,262	\$727,902
Market Value:	\$1,386,462	\$1,395,102
Assessed Value:	\$1,386,462	\$1,395,102

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$1,386,462/ \$0	\$1,395,102/ \$0
County:	\$1,386,462/ \$0	\$1,395,102/ \$0
City:	\$1,386,462/ \$0	\$1,395,102/ \$0
School Board:	\$1,386,462/ \$0	\$1,395,102/ \$0

Sale Information:

Sale Date:	2/1998
Sale Amount:	\$0
Sale O/R:	17996-4856
Sales Qualification Description:	Sales which are disqualified as a result of examination of the deed
View Additional Sales	

12A(19)

Russell S. Jacobs, P.A.

1400 N.E. Miami Gardens Drive, #208, N. Miami Beach, Florida

305.405.4444

March 29, 2012

VIA E-MAIL

Manuel Sinalovski Associates, LLC

Attn.: Manny Sinalovski

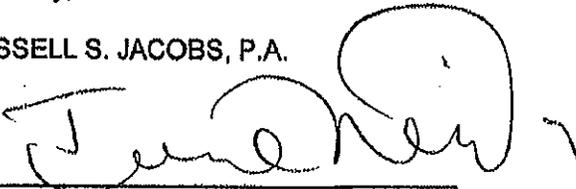
RE: Alex Zamor purchase from Harabam Congregation, Inc.
Property Address: 7800 Hispanola Way, N. Bay Village, FL 33141

Dear Mr. Sinalovski:

Attached please find the First Amendment to Commercial Contract which shows that the seller has not only authorized the buyer to proceed to obtain its governmental approvals, which include approval of the use intended, but has extended deadlines under the contract to accommodate the hearing dates established by the City of North Bay Village. Please let us know if you require anything further.

Sincerely,

RUSSELL S. JACOBS, P.A.

By: 
Irene Miranda, Paralegal

encl.

**FIRST AMENDMENT TO
COMMERCIAL CONTRACT**

THIS FIRST AMENDMENT TO COMMERCIAL CONTRACT ("First Amendment") dated the day of March, 2012, by and between Harambam Congregation, Inc. ("Seller") and Alex Zamor ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Commercial Contract ("Agreement"); and

WHEREAS, the parties desire to amend certain terms and provisions of the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.
2. To the extent of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall supersede and control to the extent of such inconsistency. Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
3. Buyer and Seller agree that the Due Diligence Period expires on April 2, 2012. However, as the Buyer is presently expending significant amounts of money in preparation for receipt of the necessary governmental approvals for Buyer's intended use as a daycare including, without limitation, staff and commission approval ("Governmental Approvals") which is based on regularly scheduled meetings held by the various boards, all of which will not be able to be completed before May 15, 2012 due to the timing of the meetings and the requirements to obtain Governmental Approvals, Buyer and Seller agree that strictly for the purposes of obtaining Governmental Approvals, the Due Diligence Period associated with Governmental Approvals shall be extended to May 15, 2012. Closing Date shall be on or before May 18, 2012. Buyer will deliver to Seller's counsel a list of the hearing dates within two days after the execution of this First Addendum by both Parties and shall keep Seller's counsel advised of any change in hearing dates. All other matters to be reviewed within the Due Diligence Period shall be concluded on or before April 2, 2012.
4. This First Amendment may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile transmission signatures of this Amendment shall be deemed to be original signatures.

12A(21)

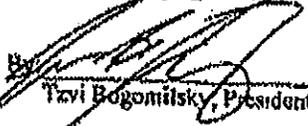
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

BUYER:



Alex Zamora

SELLER:

Harebam Congregation, Inc.

By _____
Tzvi Bogomilsky, President

12A(22)

Document Prepared By:
Leonardo F. Brito, Esq.
LAW OFFICES OF LEONARDO F. BRITO, P.A.
8005 NW 155th Street
Suite B
Miami, Florida 33016

OFF. REC. 1799614856

98R090345 1998 FEB 27 10:24

DDCSTPDEE 0.60 SURTX 0.00
HARVEY RUVIN, CLERK DADE COUNTY, FL

Parcel ID Number: 23-3209-010-0010
Grantee #1 TIN:

SPECIAL WARRANTY DEED

This Indenture, Made this 20th day of February, 1998 A.D. **Between** Kolel Harambam Orthodox Congregation, Inc., (Administratively dissolved) a Florida corporation n/k/a Harambam Congregation, Inc., a Florida corporation,

Of the County of Dade, State of Florida, **grantor**, and Harambam Congregation, Inc., a Florida corporation, f/k/a Kolel Harambam Orthodox Congregation, Inc., a Florida corporation,

Whose address is: 7800 Hispanola Avenue, North Bay Village, Florida 33141

Of the County of Dade, State of Florida, **grantee**.

Witnesseth that the GRANTOR, for and in consideration of the sum of
..... **TEN & NO/100 (\$10.00)**..... DOLLARS
and other good valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of Dade, state of Florida to wit:

Lots 1 and 2 and the East 1/2 of Lot 3, in Block 1, of COMMERCIAL ADDITION TO TREASURE ISLAND, according to the Plat thereof, as recorded in Plat Book 52, at Page 84, of the Public Records of Dade County, Florida.

Subject to restrictions, reservations and easements of record, if any, which are not reimposed hereby, and taxes subsequent to December 31, 1997.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants warrants the title to said land, and will defend the same against lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

RUSA E. DELGADO
Printed Name: R. Delgado
Witness

Kolel Harambam Orthodox Congregation, Inc., a dissolved Florida corporation by its authorized agent and last known officer and director.

CHARLES N. HALL
Printed Name: [Signature]
Witness

By: [Signature]
Name: Amselem Shalom
Title: Secretary/Treasurer
7800 Hispanola Avenue
N. Bay Village, FL 33141



**STATE OF FLORIDA
COUNTY OF DADE**

12A(23)

The foregoing instrument was acknowledged before me this 20th day of February, 1998 by Kolel Harambam Orthodox Congregation, Inc., a dissolved Florida corporation by its authorized agent and

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expires March 31, 2012

Important: Read the instructions on pages 1-9.

SECTION A - PROPERTY INFORMATION

A1. Building Owner's Name **ALEX ZAMOR**

A2. Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
7800 HISPANOLA AVE.

City **N.BAY VILLAGE** State **FL** ZIP Code **33141**

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
LOTS 1,2 AND 3,BLOCK 1,COMMERCIAL ADD TO TREASURE ISLAND,PLAT BOOK 52,PAGE 84,OF PUBLIC RECORDS OF MIAMI DADE COUNTY

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) **NON-RESIDENTIAL**

A5. Latitude/Longitude: Lat. **25°50'45.25 N** Long. **80°8'58.11 W** Horizontal Datum: NAD 1927 NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number **1B**

A8. For a building with a crawlspace or enclosure(s):

- a) Square footage of crawlspace or enclosure(s) **N/A** sq ft
- b) No. of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade **N/A**
- c) Total net area of flood openings in A8.b **N/A** sq in
- d) Engineered flood openings? Yes No

A9. For a building with an attached garage:

- a) Square footage of attached garage **N/A** sq ft
- b) No. of permanent flood openings in the attached garage within 1.0 foot above adjacent grade **N/A**
- c) Total net area of flood openings in A9.b **N/A** sq in
- d) Engineered flood openings? Yes No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number N.BAY VILLAGE 120654		B2. County Name MIAMI DADE		B3. State FL	
B4. Map/Panel # 12086C0307L	B5. Suffix L	B6. FIRM Index Date 09/11/2009	B7. FIRM Panel Effective/Revised Date 09/11/2009	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) 8 FT

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in item B9.

- FIS Profile FIRM Community Determined Other (Describe) **N/A**

B11. Indicate elevation datum used for BFE in item B9: NGVD 1929 NAVD 1988 Other (Describe) **N/A**

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? Yes No
Designation Date **N/A** CBRS OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-h below according to the building diagram specified in item A7. Use the same datum as the BFE.

Benchmark Utilized **MDCBM** Vertical Datum **NGVD 29**
Conversion/Comments **N/A**

Check the measurement used.

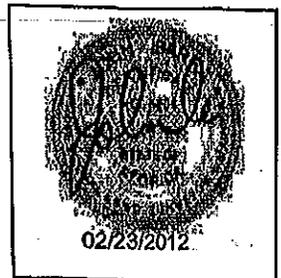
- a) Top of bottom floor (including basement, crawlspace, or enclosure floor) **6.83** feet meters (Puerto Rico only)
- b) Top of the next higher floor **N/A** feet meters (Puerto Rico only)
- c) Bottom of the lowest horizontal structural member (V Zones only) **N/A** feet meters (Puerto Rico only)
- d) Attached garage (top of slab) **N/A** feet meters (Puerto Rico only)
- e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) **N/A** feet meters (Puerto Rico only)
- f) Lowest adjacent (finished) grade next to building (LAG) **4.67** feet meters (Puerto Rico only)
- g) Highest adjacent (finished) grade next to building (HAG) **4.85** feet meters (Puerto Rico only)
- h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support **4.81** feet meters (Puerto Rico only)

MAR 15 PM 5:01

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Check here if comments are provided on back of form. Were latitude and longitude in Section a provided by a licensed land surveyor? Yes No

Certifier's Name **JOHN A. IBARRA** License Number **5204**
Title **PRESIDENT** Company Name **JOHN IBARRA & ASSOCIATES, INC.**
Address **777 NW 72 AVE #3025** City **MIAMI** State **FL** ZIP Code **33126**
Signature *[Signature]* Date **02/23/2012** Telephone **305-262-0400**

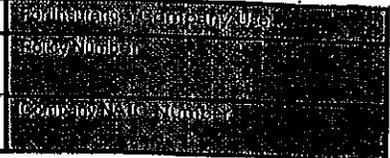


12A(24)

IMPORTANT: In these spaces, copy the corresponding information from Section A.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
7800 HISPANOLA AVE.

City N.BAY VILLAGE State FL ZIP Code 33141



SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments THE A/C IS LOCATED ON THE ROOF

Signature

Date 02/23/2012

Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
 - a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the HAG.
 - b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ feet meters above or below the LAG.
- E2. For Building Diagrams 6-9 with permanent flood openings provided in Section A items 8 and/or 9 (see pages 8-9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ feet meters above or below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name

ALEX ZAMOR

Address 7800 HISPANOLA AVE.

City N.BAY VILLAGE

State FL

ZIP Code 33141

Signature

Date 02/23/2012

Telephone

Comments

Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in items G8 and G9.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ feet meters (PR) Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ feet meters (PR) Datum _____

G10. Community's design flood elevation _____ feet meters (PR) Datum _____

Local Official's Name

Title

Community Name

Telephone

Signature

Date 02/23/2012

Comments

12A(25)

Building Photographs
See Instructions for Item A6.

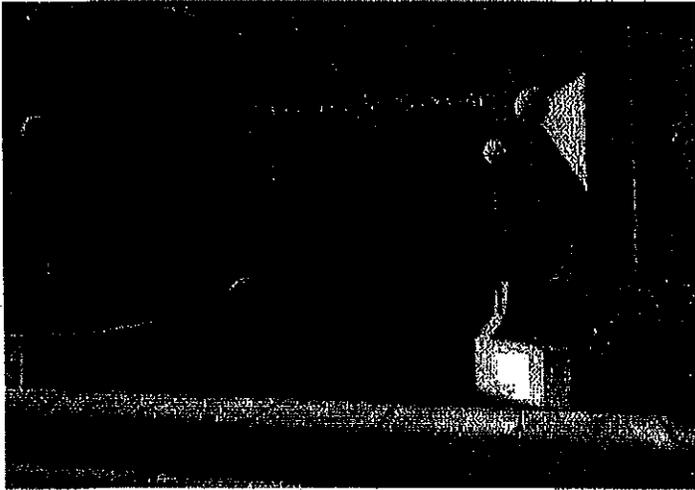
Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
7800 HISPANOLA AVE.

City N.BAY VILLAGE State FL ZIP Code 33141

For Insurance Company Use:
Policy Number
Company/NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least two building photographs below according to the instructions for Item A6. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." If submitting more photographs than will fit on this page, use the Continuation Page, following.

FRONT VIEW 02/23/2012



REAR VIEW 02/23/2012



12A(24)

Building Photographs

Continuation Page

Building Street Address (Including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.

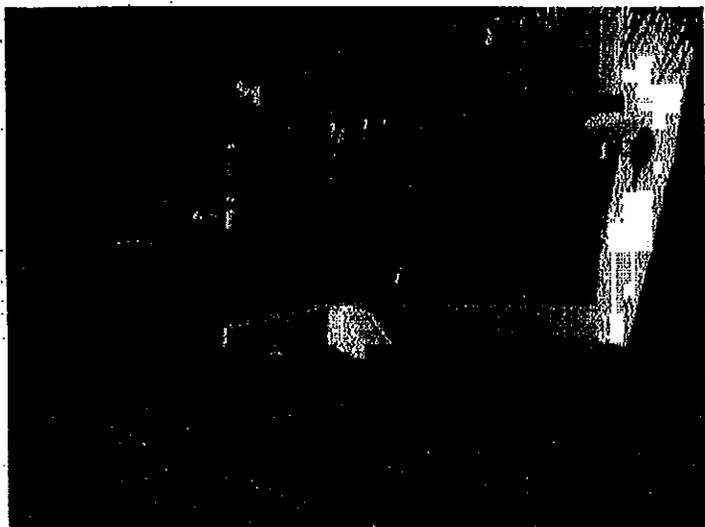
7800 HISPANOLA AVE.

City N. BAY VILLAGE State FL ZIP Code 33141

For Insure Company/Use
Policy Number
Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View."

LEFT VIEW 02/23/2012



RIGHT VIEW 02/23/2012



12A(27)



City of North Bay Village

Administrative Offices

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

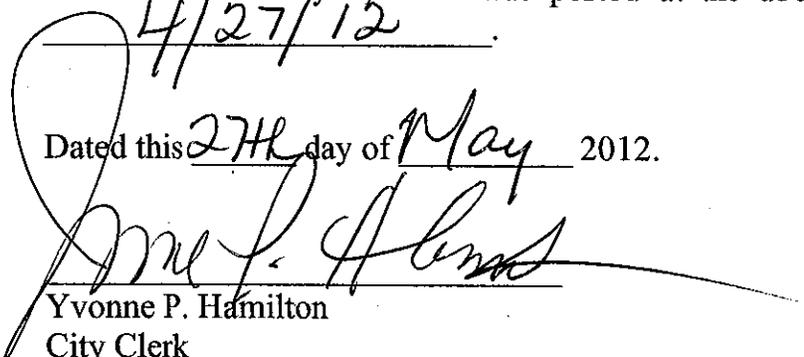
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: 7800 Hispanola Avenue
Lots 1 & 2 & E1/2 Lot 3, Block 1
Commercial Addition to
Treasure Island, Plat Book 52, Page 84 of
Public Records of Miami-Dade County

Request for Special Use Exception for operation of a
Pre-school/Day Nursery

I, Yvonne P. Hamilton, hereby certify that the attached Notice of Public Hearing
to be held on May 8, 2012 was posted at the above-referenced property on

4/27/12
Dated this 27th day of May 2012.


Yvonne P. Hamilton
City Clerk

(City of North Bay Village Planning & Zoning Board Meeting – May 8, 2012)

12A(29)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

Commissioner
Dr. Paul Vogel



City of North Bay Village

Administrative Offices

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

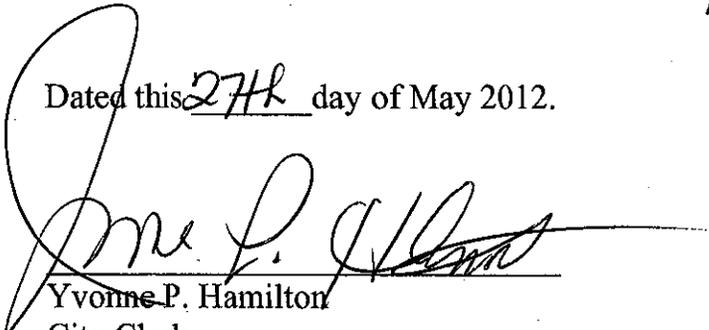
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

Re: 7800 Hispanola Avenue
Lots 1 & 2 & E1/2 Lot 3, Block 1
Commercial Addition to
Treasure Island, Plat Book 52, Page 84 of
Public Records of Miami-Dade County

Request for Special Use Exception for operation of a
Pre-school/Day Nursery

I, Yvonne P. Hamilton, City Clerk, hereby certify that the attached Notice of Public Hearing was mailed to property owners and residents within 300 feet of the property of the subject request pursuant to Section 152.096(A)(2) of the City of North Bay Village Code of Ordinances on 4/26/12.

Dated this 27th day of May 2012.


Yvonne P. Hamilton
City Clerk

(City of North Bay City Commission Meeting - May 8, 2012)

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Cher'vony

Commissioner
Dr. Paul Vogel

12A(30)



City of North Bay Village

Administrative Offices

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

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

CITY OF NORTH BAY VILLAGE **NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN THAT THE CITY COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON **TUESDAY, MAY 8, 2012**, AT 7:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER, IN THE CITY COMMISSION CHAMBERS AT 1700 KENNEDY CAUSEWAY, #132, NORTH BAY VILLAGE, FLORIDA. DURING THIS MEETING THE CITY COMMISSION WILL CONSIDER THE FOLLOWING REQUEST:

A REQUEST BY SOTREZA, LLC ON BEHALF OF HARAMBAM CONGREGATION, INC. FOR A SPECIAL USE EXCEPTION, PURSUANT TO SECTION 152.098(A) OF THE CITY OF NORTH BAY VILLAGE CODE OF ORDINANCES TO OPERATE A PRE-SCHOOL/DAY CARE CENTER AT 7800 HISPANOLA AVENUE (FORMERLY USED AS A TEMPLE), LOTS 1 AND 2 AND EAST ½ OF LOT 3, BLOCK 1 OF COMMERCIAL ADDITION TO TREASURE ISLAND, NORTH BAY VILLAGE, FLORIDA, WITHIN THE RM-40, MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL ZONING DISTRICT.

INTERESTED PERSONS ARE INVITED TO APPEAR AT THIS MEETING OR BE REPRESENTED BY AN AGENT, OR TO EXPRESS THEIR VIEWS IN WRITING ADDRESSED TO THE CITY COMMISSION C/O THE CITY CLERK, 1700 KENNEDY CAUSEWAY, #132, KENNEDY CAUSEWAY, NORTH BAY VILLAGE, FL 33141.

THE DOCUMENTS PERTAINING TO THIS PUBLIC HEARING MAY BE INSPECTED AT THE OFFICE OF THE CITY CLERK DURING REGULAR BUSINESS HOURS. INQUIRIES MAY BE DIRECTED TO THAT DEPARTMENT AT (305) 756-7171.

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE CITY COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST 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.

Mayor
Connie Leon-Kreps

Vice-Mayor
Eddie Lim

1
Commissioner
Stuart Blumberg

Commissioner
Dr. Richard Chervony

12A(31)
Commissioner
Dr. Paul Vogel

THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT 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 CITY-SPONSORED PROCEEDING, PLEASE CONTACT (305) 604-2489 (VOICE), (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

YVONNE P. HAMILTON, CMC
CITY CLERK
April 19, 2012

The Lexi Development Co., Inc.
7301 S.W. 57th Court, #565
Miami, FL 33143

Baymar Hotels & Properties
Attention: Roy Martayan
1111 Kane Concourse, #211
Bay Harbor Island, FL 33154

LEV Investments I. LLC.
ATTN: Rhonda Walker
407 Lincoln Road, #2K
Miami Beach, FL 33139

Harambam Congregation, Inc.
7800 Hispanola Avenue
N. Bay Village, FL 33141

North Treasure Townhomes
4651 Sheridan Street, #270
Hollywood, FL 33021

Owner/Occupant
7552 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7549 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7544 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
1670 N. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7553 Cutlass Avenue
N. Bay Village, FL 33141

North Treasure Townhouses
Allied Mortgage
13680 N.W. 5th Street, #100
Sunrise, FL 33325

Causeway Tower, LLC
1666 Kennedy Causeway, #610
N. Bay Village, FL 33141

Treasure Island Cove Condo
Association, C/O SPM Group
2200 N.W. 102nd Avenue, #5
Doral, FL 33172

Bank of America NA
7105 Corporate Drive
Planto, TX 75024

Owner/Occupant
7544 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7556 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7553 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7548 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7545 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
1640 South Treasure Drive
North Bay Village, FL 33141

Treasure Key Apartments
C/O S. Kasimon
21405 N.E. 19th Court
Miami, FL 33179

L& M Apartments
C/O Aldo Martin
1657 N. Treasure Drive, #4
N. Bay Village, FL 33141

North Treasure Townhouse, Inc.
7801 Hispanola Avenue
North Bay Village, FL 33141

Owner/Occupant
7548 Mutiny Avenue
N. Bay Village, FL 33141

Owner/Occupant
7545 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
1700 N. Treasure Drive
N. Bay Village, FL 33141

Owner/Occupant
7552 Hispanola Avenue
N. Bay Village, FL 33141

Owner/Occupant
7549 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
7544 Cutlass Avenue
N. Bay Village, FL 33141

12A(33)

Owner/Occupant
7548 Cutlass Avenue
N. Bay Village, FL 33141

Owner/Occupant
1620 N. Treasure Drive
N. Bay Village, FL 33141

12A(34)

Owner/Occupant
1700 Kennedy Causeway, #1910
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1903
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1003
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #2006
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #902
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1904
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #911
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #712
North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

12A(35)

Owner/Occupant
1700 Kennedy Causeway, #908
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1204
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1605
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #706
North Bay Village, FL 33141

Owner/Occupant
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Owner/Occupant
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Owner/Occupant
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Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1001
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1109
North Bay Village, FL 33141

12A(36)

Owner/Occupant
1700 Kennedy Causeway, #1805
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1010
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1604
North Bay Village, FL 33141

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1700 Kennedy Causeway, #1401
North Bay Village, FL 33141

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North Bay Village, FL 33141

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Owner/Occupant
1700 Kennedy Causeway, #909
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1402
North Bay Village, FL 33141

Owner/Occupant
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1700 Kennedy Causeway, #1404
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1810
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1709
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1510
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1704
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1508
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1710
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Owner/Occupant
1700 Kennedy Causeway, #901
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Owner/Occupant
1700 Kennedy Causeway, #702
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Owner/Occupant
1700 Kennedy Causeway, #1612
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Owner/Occupant
1700 Kennedy Causeway, #1912
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1403
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1509
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #2003
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #812
North Bay Village, FL 33141

12A(37)

Owner/Occupant
1700 Kennedy Causeway, #804
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1804
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1203
North Bay Village, FL 33141



Owner/Occupant
1700 Kennedy Causeway, #602
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1103
North Bay Village, FL 33141

Owner/Occupant
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Owner/Occupant
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Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1802
North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
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North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1601
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #606
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #603
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #703
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1911
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1805
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1902
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #903
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1010
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1210
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1212
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1604
North Bay Village, FL 33141

12A(38)

Owner/Occupant
1700 Kennedy Causeway, #1606
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1009
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #907
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #2001
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1801
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1811
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1106
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1209
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #708
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #801
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1906
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1412
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1707
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1001
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1101
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1702
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #907
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #807
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1705
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1209
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #602
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #2010
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1906
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1504
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1208
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1001
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1802
North Bay Village, FL 33141

12 A (39)

Owner/Occupant
1700 Kennedy Causeway, #1605
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1411
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1907
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1505
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1111
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #2007
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #905
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1909
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #808
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #805
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1908
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1008
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #707
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1107
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1408
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1206
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1207
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1501
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #806
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1407
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #2002
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #706
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1607
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1506
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1007
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1807
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1112
North Bay Village, FL 33141

12A(40)

Owner/Occupant
1700 Kennedy Causeway, #1110
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1803
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1809
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1011
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #809
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1205
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1406
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #605
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1701
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1712
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1512
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #803
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1102
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1502
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1503
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1006
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1602
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1012
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #1803
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #710
North Bay Village, FL 33141

Owner/Occupant
1700 Kennedy Causeway, #701
North Bay Village, FL 33141

12A(41)

Bob Pushkin

7545 Cutlass Ave
North Bay Village, FL 33141-4113

APR 12 PM 2:09



Date: April 11, 2012

P & Z Board
C/O Building & Zoning Clerk
1700 Kennedy Causeway #132
North Bay Village, FL 33141

Dear Board Members:

I have received the notice for a special use exception for the site of the former Temple at 7800 Hispaniola Avenue to be used as a daycare/preschool center.

I believe that a building left long unoccupied can only deteriorate and this could be a good use for this structure and fill a need within our community. My only concern is the parking issue. At the present time the parking lot is used as an over-flow parking lot for the 1666 Kennedy Causeway office building. I do not see in our codes the required parking for a Daycare/Pre-school business. What if any proposals does the applicant have concerning the parking and will the loss of parking for the 1666 building mean the office building vehicles will overflow unto residential streets?

Sincerely,

Bob Pushkin

cc: via E-Mail
Jim LaRue
LaRue Planning & Management Services, Inc
1375 Jackson Street, Suite 206
Fort Myers, Florida 33901

12A(42)